

AT 2:50 O'CLOCK P M

JUL 08 2019

Reg 394779

NATIONAL CINEMEDIA, LLC REGIONAL/LOCAL ADVERTISING INSERTION ORDER AND AGREEMENT  
Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

BY 1. NCM Services

Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser. On-screen advertising placement is subject to availability.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "IAB Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order within 30 days of invoice. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 4 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).

6. Content.

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <http://adspecs.ncm.com>. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("NCM Content"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including lobby promotional material ("Promotional Materials"), will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials are subject to NCM and theatre circuit approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) to the Advertiser's knowledge, the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

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9. **Disclaimer and Limitation of Liability.** NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER. ADVERTISING SHALL BE RUN ON A PER SCREEN OR PER THEATRE (AS INDICATED ON THE ORDER)/PER WEEK BASIS AND REGARDLESS OF ANY OTHER LANGUAGE TO THE CONTRARY, NCM HAS NOT MADE AND IS MAKING NO REPRESENTATIONS WITH REGARD TO NUMBER OF IMPRESSIONS.

10. **Indemnification.**

10.1 To the extent allowed under the constitution and laws of the State of Texas, Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

10.2 NCM is responsible for and will indemnify, defend, and hold harmless Advertiser and its subsidiaries, affiliates, and their officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any third party claims related to (1) gross negligence or willful misconduct on the part of NCM; or (2) exhibition, distribution, display, performance, reproduction, or other use by NCM of the NCM Content, specifically excluding any Advertiser Content. Advertiser will provide NCM with notice of any such claim or allegation, and Advertiser has the right to participate in the defense of any such claim at its expense.

11. **Termination and Remedies.** NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. **Cancellation.** Advertiser may terminate this Agreement immediately upon any breach by NCM of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to NCM for any other reason. Parties may modify this contract by written mutual agreement.

13. **Insurance.** Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage.

14. **Confidentiality.** Advertiser acknowledges that the Posting Information (as defined below) is confidential, and is disclosed to Advertiser solely on the condition Advertiser agrees, and it does hereby agree (for itself, its agents, employees and affiliates (collectively, the "Representatives")) that, it and its Representatives: (i) will not disclose any Posting Information to any third party; (ii) will not use the Posting Information in any business or capacity other than for its own internal business purposes under the Agreement; (iii) will implement such procedures to prevent unauthorized use or disclosure of the Posting Information as it uses to prevent disclosure, publication, dissemination or use of its own proprietary information of like nature but using at least reasonable care. "Posting Information" as used herein shall mean any post-buy analysis, posting information, post-campaign impression delivery reports, attendance reports, or other proof of performance. Advertiser will only disclose Posting Information to its Representatives that have a need to know and who are subject to a confidentiality obligation at least as restrictive as this Agreement. Advertiser will only disclose the Posting Information, in whole or in part, to a third party with the express, prior written consent of NCM and provided such third party is subject to a confidentiality obligation at least as restrictive as this Agreement. If Advertiser is an agency signing on behalf of another advertising party, Advertiser will ensure that such advertising party complies with the terms of this Agreement.

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15. **Additional Terms.** Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's right hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Texas excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Hidalgo County, Texas for any dispute concerning the interpretation or effect of this Agreement. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by a party will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within such party's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. The Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Each party agrees that electronic signatures of the parties, whether digital or encrypted, have the same force and effect as manual signatures. Counterpart signatures, whether digital or manual, may be delivered by fax, email or other electronic means.

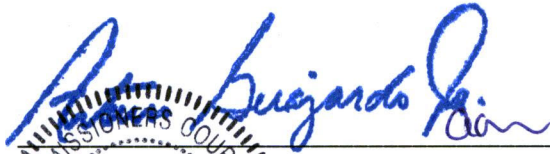
TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING BUT NOT LIMITED TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.  
Hidalgo Department of Health and Human Services 2019.05.23

**NATIONAL CINEMEDIA, LLC  
REGIONAL / LOCAL ADVERTISING  
INSERTION ORDER AND AGREEMENT**

Approved by Commissioner's Court on July 1, 2019 through AI-71046

ATTEST:

Hidalgo County Clerk  
100 North Closner  
Edinburg, Texas 78539



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Arturo Guajardo Jr., Hidalgo County Clerk



# Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 \* Centennial, Colorado 80111 \* 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows

Advertiser Information	Billing Information	Account Director Information
Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Rick Salinas ricardo.salinas@hchhd.org	Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Rick Salinas ricardo.salinas@hchhd.org	Acct. Dir.: Connie Franco Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com

**Order:** ORD-1903-00290 **Type:** New

## Stroke Awareness - 6 weeks (Copy)

Seg 2

**Start:** ~~6/28/2019~~ 7/5/19 **End:** ~~8/8/2019~~ 8/15/19

**Weeks:** 6.00 **Weight:** A **Duration/Units:** 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
451373	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	\$20.00	\$720.00
451373	CNK114	Cinemark Movies 6 McAllen	McAllen, Texas	6	\$20.00	\$720.00
451373	CNK212	Movies 10 Weslaco	Weslaco, Texas	10	\$25.00	\$1,500.00
451373	CNK1074	Pharr Town Center	Pharr, Texas	16	\$25.00	\$2,400.00
451373	CNK261	Tinseltown Mission	Mission, Texas	17	\$25.00	\$2,550.00

Regional LEN

**Start:** ~~6/28/2019~~ 7/5/19 **End:** ~~8/8/2019~~ 8/15/19

**Weeks:** 6.00 **Weight:** Best Available **Duration/Units:** 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
451373	CNK1080	Cinemark Movie Bistro -	Edinburg, Texas	6	\$1.00	\$6.00



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# Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 \* Centennial, Colorado 80111 \* 800.828.2828

		Edinburg**			
451373	CNK114	Cinemark Movies 6 McAllen	McAllen, Texas	6	\$1.00 \$6.00
451373	CNK093	Hollywood USA	McAllen, Texas	17	\$1.00 \$6.00
451373	CNK212	Movies 10 Weslaco	Weslaco, Texas	10	\$1.00 \$6.00
451373	CNK1074	Pharr Town Center	Pharr, Texas	16	\$1.00 \$6.00
451373	CNK261	Tinseltown Mission	Mission, Texas	17	\$1.00 \$6.00

Regional LEN

Start: ~~6/28/2019~~

End: 8/8/2019



7/5/19-8/15/19

Weeks: 6.00

Weight: Best Available

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
451373	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	\$1.00	\$6.00
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451373	CNK261	Tinseltown Mission	Mission, Texas	17	\$1.00	\$6.00

Seg 2 placement subject to availability; spots may run in Seg 3 in locations where Seg 2 inventory is unavailable

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# Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 \* Centennial, Colorado 80111 \* 800.828.2828

<b>Payment</b>	<b>Comments &amp; Special Instructions:</b>	<b>Total Media</b>
<b>Payment Terms:</b> Pay in Full	client is using existing job. thanks.	<b>Media Services</b>
<b>Payment Method:</b> Check		<b>Creative Services</b>
<b>P.O. Number:</b>		<b>Other Services</b>
		<b>Total Due</b>

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

Advertiser Signature: Debra J. Curp Date: \_\_\_\_\_ National CineMedia, LLC Mark Chandler Date: 6/4/19

Order Number: ORD-1903-00290					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

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APPROVED BY  
COMMISSIONERS' COURT  
ON: 7-1-19 ms

Req 394779



**Billing Acknowledgement**

*To be completed by the Client's accounts payable/accounting department*

Client Name:	Hidalgo department of Health and Human services
AP Contact Name:	
AP Address:	
AP Phone:	
AP E-mail:	

Order Number:	ORD-1903-00290
Billing Frequency Requested:	Bill in Full (payment due 30 days from Contract Start Date)

Purchase Order number to be referenced (when applicable):

**Check this box if you would like to receive electronic invoices:**

\*Other Billing Instructions:

**NATIONAL CINEMEDIA, LLC REGIONAL/LOCAL ADVERTISING INSERTION ORDER AND AGREEMENT**  
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**6.2 NCM Content.** All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

**7. Promotional Materials.** All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including lobby promotional material ("**Promotional Materials**"), will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials are subject to NCM and theatre circuit approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

**8. Representations and Warranties.** Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) to the Advertiser's knowledge, the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

# Creative Production Order Form

Reg 394779 Page 1

<p><b>Advertiser Information</b>                  Hidalgo department of Health and Human services                  1304 S 25th Ave</p> <p>Edinburg, TX 78542                  Phone: (956) 383-6221                  Fax:                  Rick Salinas                  ricardo.salinas@hchd.org</p>	<p><b>Billing Information</b>                  Hidalgo department of Health and Human services                  1304 S 25th Ave</p> <p>Edinburg, TX 78542                  Phone: (956) 383-6221                  Fax:                  Rick Salinas                  ricardo.salinas@hchd.org</p>	<p><b>Account Director:</b> Connie Franco                  Phone: +1 (956) 318-0810                  Fax: (956) 380-0885                  Email: Connie.Franco@ncm.com</p>
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**Order:** ORD-1903-00290      **Type:** New

**Creative Name:**

**Start Date:**

**Ratings:** Rating

**Notes / Special Instructions:**

**Media Services:**

Description	Fee

**Media Services SubTotal:**

**Creative Services:**

Description	Fee

**Creative Services SubTotal:**

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:  
 National CineMedia  
 Attention: Sales Operations  
 6300 South Syracuse Way, Suite 300  
 Centennial, Colorado 80111

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

# The LEN

## What Is The LEN (Lobby Entertainment Network)?:

- Approximate 25 minute repeating loop
- [5] 2:30 content segment partners
- Commercial unit runs once in each advertising pod
- Run a :30 or :60 commercial unit in each advertising pod
- Run a 2:30 content segment with a :30 or :60 adjacency

## The Power of the LEN:

- NCM patrons spend an average of **10.1 minutes** in our lobbies
- **83%** of NCM patrons are aware of the LEN in our theatres
- Patrons who view the LEN spend an average of **5.8 minutes** watching it
- **78%** of LEN viewers correctly recall at least 1 ad
- Of those who correctly recall an ad, **38%** cite increased interest in one or more of the advertised products/services
- **61%** of LEN watchers recalled at least one ad on an unaided basis

## Cinema Delivers:

- Sight, sound and motion
- Engaged viewers
- Audience immersion
- 40 foot screen vs. 30 inch television
- No remote control/no TiVo or DVR
- High impact programming

## For more information, call:

Connie Franco

956.451.8674

connie.franco@ncm.com



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-504865

Date Filed:  
06/14/2019

Date Acknowledged:  
06/26/2019

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

National CineMedia, LLC  
Centennial, CO United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo Health Department

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

381003  
In-Theater Advertising

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hidalgo Health Department	Hidalgo, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

Robert Vina <robert.vina@da.co.hidalgo.tx.us>  
o: yolanda.velasquez@co.hidalgo.tx.us

Tue, Jun 25, 2019 at 11:19 A

Your message

To: Robert Vina  
Subject: National Cinemedia Agreement  
Sent: 6/25/19, 10:51:46 AM CDT

was read on 6/25/19, 11:19:12 AM CDT

---

Robert Vina <robert.vina@da.co.hidalgo.tx.us>  
o: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>  
c: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Tue, Jun 25, 2019 at 4:44 F

Good Afternoon Ms. Velasquez,

As requested, this office reviewed the Regional Insertion Agreement - Stroke Awareness and approve it as to form subject to the recommended modifications for Number 14 of the attached agreement.

Please let us know if you have any questions.  
Respectfully,

**Robert Viña III**

*Assistant District Attorney*  
Civil Litigation Division

**Office of the Criminal District Attorney**  
Hidalgo County, Texas

(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

\*\*\*\*\*

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO robert.vina@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

\*\*\*\*\*

[Quoted text hidden]

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 **Regional Insertion Order Agreement - Stroke Awareness.pdf**  
3055K



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ER MUNRO AND COMPANY One Gateway Center, Suite 400 420 Fort Duquesne Boulevard Pittsburgh PA 15222-1460		<b>CONTACT NAME:</b> Catherine Vanelli <b>PHONE (A/C, No, Ext):</b> (877) 376-8676 <b>FAX (A/C, No):</b> (412) 281-6195 <b>E-MAIL ADDRESS:</b> cvanelli@emunro.com	
<b>INSURED</b> AMT Auction Marketing LLC 9418 Almarion Way San Antonio TX 78250-3545		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Markel Corporation	<b>NAIC #</b>
		<b>INSURER B:</b> Colonial County Mutual Insurance Company	29262
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL194906004                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		Y	BOM0009842-01	01/20/2019	01/20/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 N/C \$ N/C
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3009240280	04/03/2019	04/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ N/C BODILY INJURY (Per accident) \$ N/C PROPERTY DAMAGE (Per accident) \$ N/C Hired&NonOwned Auto \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NO COVERAGE			EACH OCCURRENCE \$ N/C AGGREGATE \$ N/C N/C \$ N/C
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	NO COVERAGE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ N/C E.L. DISEASE - EA EMPLOYEE \$ N/C E.L. DISEASE - POLICY LIMIT \$ N/C
A	<input type="checkbox"/> ERRORS & OMISSIONS			MEO1117-1	01/20/2019	01/20/2020	EACH CLAIM 1,000,000 POLICY AGGREGATE 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
City of Corpus Christi is included as Additional Insured for General Liability, as their interest may appear.

<b>CERTIFICATE HOLDER</b> City of Corpus Christi PO Box 9277 Corpus Christi TX 78469-9277	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**Zimbra****yolanda.velasquez@co.hidalgo.tx.us**

---

**Procurement Assignments - Yoli**

---

**From :** dina trevino <dina.trevino@co.hidalgo.tx.us> Sat, Jun 15, 2019 03:43 PM**Subject :** Procurement Assignments - Yoli**To :** yolanda velasquez  
<yolanda.velasquez@co.hidalgo.tx.us>**Cc :** martha salazar  
<martha.salazar@co.hidalgo.tx.us>, rocio villarreal  
<rocio.villarreal@co.hidalgo.tx.us>, liza lopez  
<liza.lopez@co.hidalgo.tx.us>

Yoli,

You have been assigned the following procurement item(s):

1. 00394779 - National CineMedia, LLC for the Health Department

The backup provided can be found on the Shared Drive &gt; 10.ASSIGNED TO CONTRACTS DIVISION &gt; 02. Assigned Projects.

Please coordinate with the department for any additional documents you may need in order to proceed.

Thank you,

***Dina R. Treviño***Assistant Purchasing Director  
Hidalgo County, Purchasing Dept.  
2812 South Hwy Business 281  
Edinburg, Texas 78539  
956-318-2626 x4863  
dina.trevino@co.hidalgo.tx.us

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**SAM Search Results**  
**List of records matching your search for :**

**Search Term : National Cinemedia, LLC\***  
**Record Status: Active**

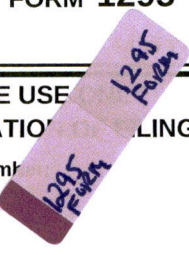
SAM.gov  
SAM.gov

<b>ENTITY</b> National Cinemedia, LLC	Status: Active
DUNS: 197732162 +4:	CAGE Code: 8AMF7 DoDAAC:
Expiration Date: 05/02/2020	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 6300 S Syracuse Way Ste 300	
City: Centennial	State/Province: COLORADO
ZIP Code: 80111-6723	Country: UNITED STATES

Req Req.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE**  
**CERTIFICATION FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 National CineMedia, LLC  
 Centennial, CO United States

Certificate Number  
 2019-504865

Date Filed:  
 06/14/2019

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Hidalgo Health Department

Date Acknowledged:  
 06/26/2019

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 381003  
 In-Theater Advertising

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hidalgo Health Department	Hidalgo, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
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381003  
In-Theater Advertising

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hidalgo Health Department	Hidalgo, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Mark Chandler, and my date of birth is N/A.

My address is 6300 S. Syracuse Way, Suite # 300, Centennial, CO, 80111, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Arapahoe County, State of Colorado, on the 14 day of June, 2019.  
(month) (year)

*Mark Chandler*

Signature of authorized agent of contracting business entity  
(Declarant)