

AGREEMENT

This agreement (this "Agreement"), dated July 26, 2007, is by and between PALOMAR POMERADO HEALTH ("PPH") and PALOMAR POMERADO HEALTH FOUNDATION ("Foundation," and together with PPH, the "PPH Entities") on the one hand, and LADAINIAN TOMLINSON ("Tomlinson") on the other hand. The PPH Entities and Tomlinson are each sometimes referred to in this Agreement, individually, as a "Party" or, collectively, as the "Parties."

WHEREAS, PPH is a public health district known for providing exceptional health care services for the citizens of North County San Diego, California and desires to raise new operating funds and increase awareness of PPH, its services, and its affiliated medical facilities on a local, regional and national level through a branded program, the "Project21" campaign including PPH's trademarked "Project21SD" campaign (the "Branding Program," defined in Section 2 below), using the spokesperson services and identification of Tomlinson (the "Tomlinson Identification," defined in Section 3 below);

WHEREAS, Foundation, a nonprofit philanthropic organization organized and operated to support PPH and its programs, is committed to its mission which is the enhancement of individual and community health through the philanthropic support of PPH;

WHEREAS, entering into this Agreement will assist PPH in marketing its services and promoting a healthy lifestyle, reaching out to residents of the district that are traditionally underserved by healthcare providers, raising funds for capital improvements, and motivating and encouraging PPH employees; and

WHEREAS, Tomlinson agrees to provide such services and license his identification subject to the terms set out herein.

NOW, the Parties now agree as follows:

1. Term. The usage term of this Agreement as it relates to the Branding Program is five (5) consecutive years commencing on July 26, 2007 and, except as provided in the next sentence, concluding on July 25, 2012 (the "Term"). The duration of the naming rights set out herein shall continue as long as the Designated Facility is in existence, subject to the Parties' rights to terminate this Agreement pursuant to Section 13 below.

2. PPH Branding Campaign. PPH represents to Tomlinson that it desires to raise new operating funds and to increase awareness of PPH, its services, and its affiliated medical facilities on a local, regional and national level through the Branding Program, as part of and in furtherance of its efforts to raise such funds, PPH will hold a press conference to announce the Parties relationship and the following efforts:

(a) PPH is launching the Branding Program and has designated Tomlinson as its spokesperson;

(b) the PPH Entities will be conducting fundraisers (with the understanding that the PPH Entities are solely responsible for all aspects including costs for such fundraising events);

(c) the PPH Entities will be seeking private and public donations; and

(d) In accordance with the then-existing Foundation guidelines, Tomlinson shall be eligible as a donor to name or rename a PPH health facility, wing, clinic or hospital (to be determined and confirmed and referred to herein as the "Designated Facility") to include the name 'LaDainian Tomlinson' such as, by way of example, naming a new PPH health center as the "LaDainian Tomlinson Health Center" (the "Designation") regardless of its location or any expansion, subject to termination for the reasons set forth in Section 13(i)-(iii).

(e) Tomlinson will provide the "Services" set out in Section 4 below, and license to PPH the right to use and trade on the goodwill of the "Tomlinson Identification" (defined in Section 3 below) in the Branding Program in accordance with the terms hereof.

For purposes of this Agreement, the "Branding Program" is the Project21SD campaign and all of PPH's "public health components" (e.g. the "Dial Don't Drive," diabetes, obesity and stroke prevention programs) connected thereto, and related standards developed by PPH and Tomlinson to integrate the Tomlinson Identification into (i) PPH's promotion of its products and services and (ii) subject to the then-existing Foundation guidelines, the Designation for the Designated Facility, through (among other things) the commission of a new logo(s) for the Designated Facility and the Project21SD campaign (at PPH's expense), signage and other forms of recognition, visitor and staff interaction on a passive, sensory or physical basis throughout the Designated Facility, including without limitation, in respect to location, size, placement, content and look that establishes PPH and the Designated Facility as a premier, world class health care provider. It is agreed that the Parties will work together to determine the size, placement, location, design and appearance of the Tomlinson Identification's presence, identification and recognition at the Designated Facility and in the Project21SD campaign aspect of the Branding Program. Other aspects of the Branding Program include may include use of the Tomlinson Identification on letterhead, memos, patient and professional education materials, advertising and marketing materials, on a backdrop banner for all press conferences conducted by PPH, public relations communications, and similar materials published and distributed by PPH to patients and the public, in print, electronically or other media; canopies, entrance doors, public address systems, video display systems and message boards; displays through electronic insertion and other forms of virtual signage; name tags, ID cards, uniforms, caps, scrubs, coats, gloves, T-shirts or similar items; and cafeteria menus, cups and napkins. Further, PPH shall have the right to register and to use domain name(s) (e.g., www.LaDainianTomlinsonHealthCenter.org) for the official Web site of the Designated Facility, and PPH agrees that any such domain name or trademark which contains the Tomlinson Identification will be owned by Tomlinson.

3. Grant of Rights. (a) Tomlinson agrees that the PPH Entities shall have the exclusive right during the "Term" (defined in Section 1 above), subject to all of the terms and conditions of this Agreement, to use the name "LaDainian Tomlinson" in the Designation and in connection with the Branding Program as set out herein. Tomlinson agrees that he will not, during the Term, grant to any third party (other than the PPH Entities) the right to use the name 'LaDainian Tomlinson' as part of the name of health centers in California. Tomlinson represents and warrants that, to its knowledge, no third party is infringing upon or misappropriating the Tomlinson Identification. Tomlinson has not granted to any other party any other rights to use any part of the Tomlinson Identification, as it relates to health centers in California. Tomlinson further represents and warrants to the PPH Entities that, as of the date hereof, it has the power and

authority to license its name and likeness and assign the use of the Tomlinson Identification on the terms and conditions of this Agreement. The PPH Entities understand that nothing in this Agreement grants from Tomlinson to the PPH Entities the right to use the names, logos, identifications, trademarks or word marks of the NFL, San Diego Chargers, NFLPA or any other rights owner.

(b) Tomlinson agrees that all intellectual properties, including but not limited to all ideas, concepts, themes, inventions, designs, improvements and discoveries designed, conceived, developed, written by the PPH Entities in connection with the Branding Program (other than the name "LaDainian Tomlinson" and/or rights to Tomlinson's name and likeness) shall belong to and be the exclusive property of the PPH Entities. Tomlinson agrees that all patent rights and copyrights applicable to any of the intellectual properties covered by this Agreement shall belong exclusively to the PPH Entities, shall constitute works for hire and shall be disclosed and assigned promptly by Tomlinson to the PPH Entities.

(c) PPH represents and warrants to Tomlinson that it has trademarked "Project21SD" with a registration date of _____ and registration no. _____, for use only in connection with the Branding Program.

(d) The PPH Entities represent and warrant to Tomlinson that they will comply with all applicable laws, orders, statutes and regulations governing the respective fundraising activities in connection with the Branding Program, its services, or which impose any duty on the PPH Entities.

(e) PPH represents that, subject to the then-existing Foundation guidelines, the facilities and services at the Designated Facility shall be distinguished from any other of PPH's facilities and services in San Deigo, California by means of appropriate and prominent internal and external signage wherever practical and appropriate, as well as in printed and electronic media when referring to the Designated Facility's facilities or services, as well as through the use of the Designation.

(f) The PPH Entities agree that they will not use the Tomlinson Identification in any other connection whatsoever except as specifically set out herein.

For purposes of this Agreement, "use and trade on the goodwill of the Tomlinson Identification" includes the right to use the full name "LaDainian Tomlinson," and the image, likeness, iconic autograph representation, and photograph of Tomlinson (the "Tomlinson Identification") in connection with the Branding Program, including the naming of the Designated Facility using the Designation, and in PPH's advertising and promotion during the Term.

4. Services. As consideration for the naming rights set out in Section 2(d) above, Tomlinson agrees to provide the following services ("Services") in connection with the Project21SD campaign of the Branding Program:

(a) provide photographs, artistic renderings, signature exemplars and other images of his likeness for use in the Branding Program, which images shall be owned by the PPH Entities and used by the PPH Entities subject to Tomlinson's one-time right of approval as provided in Section 7 below;

- (b) attend one (1) press conference (only in calendar year 2007) on a mutually agreed upon date in July;
- (c) attend one (1) fundraising event in each calendar year during the Term of this Agreement specifically to raise funds for the Designated Facility;
- (d) provide creative services on one (1) production day (at least two (2) hours) each calendar year during the Term during the NFL off-season for the creation of radio, print, etc. and other promotional materials; and
- (e) make one PPH employee/patient visit (at least one (1) hour) during the NFL off-season in each calendar year during the Term.

In the event that Tomlinson is unable to provide any of the Services described above due to illness, injury, unforeseen emergency or circumstances beyond his reasonable control, and the Services cannot be immediately rescheduled, Tomlinson's unavailability and non-provision of the Services shall not be deemed a breach of this Agreement. The unperformed Services shall be made good by Tomlinson on a date during the affected calendar year as mutually agreed to PPH and Tomlinson (such agreement not to be unreasonably withheld or delayed). Notwithstanding the above, PPH understands that the annual Services may not be carried forward or backward from calendar year to calendar year nor beyond the expiration of the Term.

5. Consideration. For the Services provided and grant of rights herein, the PPH Entities agree to pay or cause to be paid to Tomlinson a total of \$2,000,000 (the "Fee") payable by wire transfer or by such other mutually agreed upon means in annual installments totaling \$400,000, as follows:

PAYMENT SCHEDULE

<u>Year</u>	<u>PPH</u>	<u>Foundation</u>	<u>Due Date</u>
2007	\$300,000	\$100,000	Upon execution
2008	\$300,000	\$100,000	July 1, 2008
2009	\$300,000	\$100,000	July 1, 2009
2010	\$300,000	\$100,000	July 1, 2010
2011	\$300,000	\$100,000	July 1, 2011

Payments to Tomlinson may be made by wire transfer using the following bank instructions:

HSBC Bank USA
 Buffalo, New York
 ABA: 021001088
 Swift: MRIVIDUS33
 Account Name: IMG Worldwide, Inc.
 Account No: 771392333

The PPH Entities shall pay or arrange payment for pre-approved round-trip, first-class transportation and other related travel expenses incurred by Tomlinson and one guest in connection with his provision of the Services.

6. Fundraiser Legal Provisions. The PPH Entities represent and warrant to Tomlinson, for the sake of clarity and compliance with law, (i) that they acknowledge and understand that

Tomlinson is not paid or "professional solicitors" or "fundraisers" (as those terms are defined in federal, state and local statutes and regulations), (ii) that the relationship with Tomlinson is not one of a "commercial coventurer" (as this term is defined in federal, state and local statutes and regulations); (iii) that Tomlinson will not personally "solicit" (as that term is defined in federal, state and local statutes and regulations) contributions on behalf of the PPH Entities or the Designated Facility; (iv) that Tomlinson will not participate in any "charitable sales promotions" (as that term is defined in federal, state and local statutes and regulations) on behalf of the PPH Entities; and (v) that the PPH Entities may receive "unrelated business income" (as that term is defined in federal, state and local statutes and regulations) that may be subject to taxation in connection with their fundraising efforts, including those hereunder, and that the PPH Entities are solely responsible for reporting and paying such tax.

7. Approvals for the Use of the Tomlinson Identification. With respect to any and all uses of the Tomlinson Identification by the PPH Entities as contemplated hereunder, the PPH Entities agree that Tomlinson shall have the one-time right to approve or disapprove in advance the contents, appearance and presentation of any and all uses that incorporate the Tomlinson Identification, including (by way of example but not limited to) Branding Program signage, Project21 promotional materials, domain name choices, logos, letterhead and the like. The PPH Entities agree they will not make any such use that has not approved by Tomlinson according to the provisions set forth below:

(a) before creating, producing, publishing or distributing any materials that incorporate the Tomlinson Identification, the PPH Entities shall send samples of such materials to Tomlinson for its examination, approval or disapproval; and

(b) Tomlinson will promptly examine and either approve or disapprove such sample signage and materials submitted for approval, and Tomlinson will promptly notify the PPH Entities of its approval or disapproval and the reasons therefore. Tomlinson agrees that it will not unreasonably disapprove any sample submitted.

(c) Notwithstanding the foregoing or anything contrary in this Agreement, the PPH Entities shall not require Tomlinson's approval when using the Designation and/or the Designated Facility logo when internally or externally referencing and/or promoting the Designated Facility. In addition, once a use is approved by Tomlinson, the PPH Entities shall not be required to obtain additional approval for reasonably similar future uses.

8. Notices and Submissions. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail to the addressee given below, or such other addressees as may be designated from time to time for the duration of this Agreement:

To Tomlinson: LaDainian Tomlinson
c/o International Merchandising Corporation
IMG Center, Suite 100
1360 East 9th Street
Cleveland, Ohio 44114-1782
Attn: Alan Zucker
Phone: 216-522-1200
Fax: 216-781-7642
Email: alan.zucker@imgworld.com

To PPH: Palomar Pomerado Health
15255 Innovation Drive
San Diego, California 92128
Attn: Gustavo Friederichson
Phone: 858-675-5100
Fax: 675-5132 Fax (HR Department)
Email: Gustavo.Friederichse@pph.org

With a copy to: Palomar Pomerado Health
c/o Latham & Watkins LLP
600 West Broadway, Suite 1800
San Diego, CA 92101-3375
Attn: Mark S. Pulliam
Direct Dial: -1.619.238.2863
Fax: +1.619.696.7419
Email: mark.pulliam@lw.com

To Foundation: Palomar Pomerado Health Foundation
960 Canterbury Place, Suite 110
Escondido, CA 92025
Attn: Dana Dawson
Phone: (760) 739-2787
Fax: (760) 745-7040
Email: dana.dawson@pph.org

9. Indemnity. To the fullest extent permitted by applicable district law, PPH agrees to protect, indemnify and save harmless Tomlinson and his authorized agent, or either of them, together with Tomlinson's heirs and next of kin, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, arising out of or in any way connected with any claim or action alleging the following, unless solely arising from the willful misconduct of Tomlinson:

- (i) that any person has suffered personal injury, death or other harm resulting from diagnosis, treatment or other form of medical services, consultation or advice provided at PPH including the Designated Facility;
- (ii) that any person has suffered any other form of loss, cost or damage resulting from any actions or omissions of the PPH Entities, including any actions in

connection with charitable or fundraising actions of the PPH Entities, whether due to the actions of the PPH Entities or any officers, representatives, agents, employees, and/or affiliates;

- (iii) breach of any statutory or regulatory obligation relating to the PPH Entities, the Branding Program, the Designated Facility, including in connection with medical services held out, provided or offered at the Designated Facility, or in connection with charitable or fund raising activities undertaken by or on behalf of the PPH Entities, or in connection with any tax filing or payment obligations;
- (iv) the PPH Entities' use of the Tomlinson Identification violates the trademark or other proprietary right of any third party;
- (v) any violations or alleged violations by the PPH Entities or its affiliates of any rights, restrictions, agreements, or use of any trademarks, service marks, copyrights or other intellectual property rights involving the Designated Facility and the Branding Program;
- (vi) the PPH Entities' supervision, management, leasing, vendor selection, hiring and/or use of the Designated Facility;
- (vii) third party events and activities occurring on the grounds of the Designated Facility; and
- (viii) the PPH Entities' breach of any obligation, representation or warranty herein.

10. Liability Insurance. The PPH Entities agree to maintain in effect, at their own expense throughout the duration of this Agreement, comprehensive general liability insurance or self-insurance, and agree to require its health professionals and contractors to maintain bodily injury and medical malpractice insurance (or self insurance), including errors and omissions with a minimum limit of \$10,000,000 per claim covering insurable claims arising under the circumstances described above, which insurance shall be in the amount of no less than \$3,000,000 per occurrence and \$10,000,000 in the aggregate. Within 30 days following the execution of this Agreement, the PPH Entities shall submit to Tomlinson certificates of insurance indicating coverage. The PPH Entities shall be solely responsible for the payment of any deductibles or retentions with respect to claims made under the foregoing described policies.

11. Trademarks. (a) Nothing herein shall give to the PPH Entities any right, title or interest in the Tomlinson Identification except as provided in this Agreement. The Tomlinson Identification is the sole property of Tomlinson, and any and all use thereof by the PPH Entities, and the goodwill arising therefrom, shall inure to the benefit of Tomlinson. All trademarks related to the Branding Program which include the Tomlinson Identification shall be jointly owned by the Parties. The PPH Entities shall not, either directly or indirectly, anywhere in the world (i) contest, object to or challenge the validity of, or Tomlinson's rights in any of the Tomlinson Identification on any grounds; (ii) register or attempt to register any mark identical with or confusingly similar to any part of the Tomlinson Identification; or (iii) use any combination, variation, stylization, abbreviation

or derivative of the Tomlinson Identification other than that expressly licensed hereunder, regardless of whether the Tomlinson Identification are formally registered.

(b) The PPH Entities acknowledge that Tomlinson does not own, nor has it filed applications for, any trademark registrations for the Tomlinson Identification in the U.S. or otherwise in the classes covering hospital or medical facilities, their services or their fundraising or charitable activities. Therefore, the PPH Entities agree to assume the risk with respect to the use of the Tomlinson Identification in connection with their activities hereunder.

(c) The PPH Entities will use their commercially reasonable efforts not to use or cause the rights, marks or the Tomlinson Identification licensed to them under this Agreement to be used, presented, or exploited in any manner that at the time of use could reasonably be expected to reflect unfavorably upon the goodwill, reputation or image of Tomlinson, the PPH Entities and/or the Designated Facility.

12. Assignment. This Agreement shall bind and inure to the benefit of Tomlinson and his heirs and next of kin. Tomlinson shall have the right at any time to assign the consideration provided under this Agreement provided that no such assignment shall diminish any of the PPH Entities' rights hereunder. The PPH Entities shall not have the right to assign, sublicense, subcontract or encumber in any manner whatsoever the rights or obligations of the PPH Entities arising hereunder; provided, however, that the PPH Entities may assign its rights and obligations to a successor entity in the event of a change of control or sale of substantially all of the PPH Entities' assets. The PPH Entities do not have the right to pass through the use of the Tomlinson Identification to any third party.

13. Termination. On termination of this Agreement pursuant to this Section, the PPH Entities agree to, within 30 days after the effective date of termination, promptly discontinue any further promotional, advertising or other use of the Tomlinson Identification. Failure to terminate this Agreement pursuant to this Section shall not effect or constitute a waiver of any remedies the non-defaulting Party or Parties would have been entitled to demand in the absence of this Section, whether by way of damages, termination or otherwise. In the event of termination of this Agreement pursuant to the terms of this Section 13, the PPH Entities remain liable to Tomlinson for payment of the pro rata portion of the Fee payable through the end of the Contract Year in which the termination became effective; provided, the PPH Entities shall be relieved of any future obligation to pay Tomlinson any Fee as provided in Section 5 above. Termination of this Agreement for whatever reason shall be without prejudice to the rights and liabilities of any Party to the others in respect of any matter arising under this Agreement.

(a) In the event that PPH and/or the Designated Facility lose(s) its/their medical accreditation, then Tomlinson will have the right to terminate this Agreement in accordance with this Section. If Tomlinson desires to terminate this Agreement, he will notify PPH outlining Tomlinson's specific concerns in detail. The Parties agree that they will meet to discuss Tomlinson's concerns and whether such concerns can be remedied by PPH prior to termination. If, in Tomlinson's reasonable opinion, his concerns are incapable of being remedied or if there is risk of damage to the Tomlinson Identification, Tomlinson will notify PPH and will have the immediately right to terminate this Agreement.

(b) If any Party at any time during the period of this Agreement shall fail to observe or perform any of the covenants, agreements, or obligations of such Party hereunder, the non-defaulting Party may terminate this Agreement if such default is not cured within 30 days after the defaulting Party shall have received written notice specifying such default.

(c) The PPH Entities shall have the right to terminate this Agreement immediately in the event Tomlinson does any of the following:

(i) Engages in illegal, immoral or criminal conduct resulting in a felony conviction;

(ii) Misrepresents or conceals anything in his background that could be detrimental to the value of the Branding Program;

(iii) Engages in conduct that materially compromises the integrity of the Branding Program and/or the relationship between the Parties, or substantially and adversely affects the reputation of either Tomlinson or the PPH Entities, if a mutually-agreed upon mediator determines, based on the totality of the publicly-known facts and circumstances, the PPH Entities have reasonable grounds for termination of this Agreement;

(iv) Suffers a career ending injury; or

(v) Is either suspended or expelled from the San Diego Chargers and/or the National Football League.

14. Limitation on Damages. Except pursuant to PPH's indemnification obligation herein, no Party shall be liable to any other Party for any lost profits or any indirect, consequential, special, exemplary or incidental damages, whether in contract, tort or otherwise, arising from or relating to this Agreement.

15. Remedies. Except as expressly limited under this Agreement, the rights and remedies afforded to each Party under this Agreement are in addition to any other rights and remedies at law or in equity, or otherwise

16. No Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Tomlinson and PPH. No party shall have any right to obligate or bind the any other Party in any manner whatsoever and nothing herein contained shall give or is intended to give any rights of any kind to any third person.

17. Confidentiality. To the fullest extent permitted by the law of the State of California, the proprietary terms and conditions of the Branding Program of this Agreement are and shall remain confidential. None of the Parties shall release or disclose to any third party such terms, conditions or any information without the written consent of all the other Parties; provided, however, that the Parties may disclose the terms (i) to the extent required by the Public Records Act, (ii) to the extent necessary to satisfy its obligations under federal or state securities laws or regulations, (iii) to the extent that a Party is or may become otherwise legally compelled to disclose such information, or (iv) to their respective officers, directors, lawyers, accountants and advisors. In

no event shall the PPH Entities release any of Tomlinson's personal and non-public information that is not required by California law to be disclosed.

18. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the law of the State of California without regard to conflict of laws. All disputes, controversies or differences which may arise between the Parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by final and binding arbitration by a retired judge in San Diego, California in accordance with JAMS Comprehensive Arbitration Rules and Procedures. The prevailing Party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise.

19. Miscellaneous. (a) This Agreement may only be modified or amended by a written document signed by the Parties.

(b) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

(c) All indemnities, warranties, and representations made under this Agreement will survive cancellation or termination of this Agreement.

(d) No Party shall be liable to the other Parties for delays or failure to perform any other provision of this Agreement if such failure or delay results from an act of God, war conditions, sabotage, governmental regulations or actions, embargo, fire, strike, labor trouble or any other cause beyond the affected Party's reasonable control. Upon the occurrence of any such event which results or will result in failure or delay to perform under this Agreement as described above, the Party whose performance is so prevented or delayed shall immediately give notice of such occurrence and the effect and/or anticipated effect of such occurrence on the performance of such Party to the other Parties. The Party whose performance is so affected shall use reasonable efforts to minimize disruptions in performance and to resume full performance under this Agreement as soon as possible under the circumstances.

20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument, and facsimile transmissions of original signatures shall constitute original signatures.

21. Tomlinson agrees to give the PPH Entities or any person designated by the PPH Entities at the PPH Entities' expense, all assistance reasonably required to perfect the rights hereinabove described, including without limitation the procurement, at the PPH Entities' request, of written assignments and title commitments in a form acceptable to the PPH Entities from all Tomlinson's employees and agents engaged hereunder. To the full extent permitted by law, Tomlinson on behalf of itself and its employees and agents irrevocably and unconditionally waives

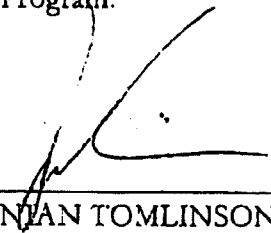
any provision of law known as "moral rights" including any moral rights Tomlinson, its employees and/or agents may otherwise have in relation to the Branding Program.

PALOMAR POMERADO HEALTH

By: 

Name: Gerald Bracht

Title: Acting Chief Executive Officer


LADAINIAN TOMLINSON

PALOMAR POMERADO HEALTH FOUNDATION:

By: 

Name: Dana C. Dayson, CFRE

Title: President and Chief Development Officer

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN
PALOMAR POMERADO HEALTH,
PALOMAR POMERADO HEALTH FOUNDATION
And
LADAINIAN TOMLINSON**

This Amendment No. 1 to Agreement ("Amendment No. 1") is made and entered into by and among Palomar Pomerado Health ("PPH"), Palomar Pomerado Health Foundation ("Foundation"), and LaDainian Tomlinson ("Tomlinson").

Whereas, PPH and Foundation collectively, (the "PPH Entities") entered into an Agreement with LaDainian Tomlinson on or about July 26, 2007 ("the Agreement"); and

Whereas, the purpose of the Agreement is for Tomlinson to "assist PPH in marketing its services and promoting a health lifestyle, reaching out to residents of the district that are traditionally underserved by healthcare providers, raising funds for capital improvements, and motivating and encouraging PPH employees"; and

Whereas, the Agreement further provides that Tomlinson would provide such services and license his identification subject to the specific terms set out in the Agreement; and

Whereas, since the time of entering into the Agreement, the PPH Entities and Tomlinson (collectively, "the Parties") believe it is necessary to provide further clarification of the specific duties and responsibilities of each of the Parties; and

Whereas, the purpose of this Amendment is to provide the further clarification as described above and to ensure a strong, positive, and long lasting relationship develops and continues among the Parties.

In consideration therefore, the adequacy of which is hereby acknowledged, the Parties hereto agree as follows.

1. PPH Branding Campaign. The following language hereby added at the end of Section 2(d):

Tomlinson will be provided with these naming opportunities relative to programs, facilities, and services, in accordance with the PPH Entities' policy regarding "Receipt of Gifts and Naming Approvals."

2. Services. The following language is hereby added at the end of Section 4(c):

Tomlinson agrees to actively host at least one major fundraising gala for PPH in each calendar year of the Term. Tomlinson will work closely with PPH Foundation

leadership and PPH Board in the development and initiation of other events throughout each calendar year of the Term that support the mission of raising funds for PPH. These other events may take the form of expanded fishing and golf outings (as Tomlinson's schedule and time permits); attending functions beyond that which is committed to in the Agreement (also as Tomlinson's schedule, time, and mutual interests so permit). It is the intent of the Parties to achieve fundraising goals of \$500,000.00 for each calendar year of the Term, recognizing that such goals are flexible, depending upon the participation and types of events to be held.

3. Services. The following language is hereby added as additional paragraphs at the end of Section 4:

(f) Beyond the defined time commitments outlined in this Agreement, Tomlinson agrees to donate additional hours (as scheduling and time constraints permit) without additional compensation to participate in PPH sponsored activities that promote community outreach endeavors in conjunction with PPH's Board of Directors and staff. These outreach endeavors include diabetes and obesity educational programs for children, wellness initiatives promoting healthy lifestyles, and use of PPH services (including retail clinic promotion). The Parties contemplate the time spent by Tomlinson for the community outreach endeavors will be between 40 to 60 hours per year. The Parties agree and understand that completion of these additional duties will not have any impact on performance obligations as defined in the Agreement, nor will Tomlinson be in breach of the Agreement if he were unable to perform them all.

(g) Tomlinson agrees to work closely with PPH's Marketing and Communication Division for the purpose of developing and participating in branding strategies that enhance use of PPH services. Further, Tomlinson will use his best efforts to provide the time necessary to execute such strategies, recognizing the constraints of his schedule, time commitments, and unforeseen emergencies.

4. Termination. The following language is hereby added at the end of Section 13:

(d) The Parties will meet and confer at least annually and more often as necessary to review the success of the relationship and to identify ways to enhance the program or activity.

(e) It is the intent of the Parties that the relationship will grow over the Term of the Agreement. However, should the Parties mutually agree that it is not in the best interests of all to continue the relationship, then the Parties will work together to dissolve the Agreement in a timely and respectful manner, and in such a manner that none of the Parties are negatively affected from a branding, communication, image, or financial perspective.

5. This Amendment No. 1 is subject to the approval of the Board of Directors of PPH.

6. Except as set forth in this Amendment No. 1, the terms and conditions of the Agreement are unchanged and remain in full force and effect.

PALOMAR POMERADO HEALTH

By: _____
Michael H. Covert, F.A.C.H.E.
President and
Chief Executive Officer

LaDainian Tomlinson

Dated: August _____, 2007

Dated: August _____, 2007

PALOMAR POMERADO HEALTH FOUNDATION

By: _____
Dana C. Dawson, CFRE
President and
Chief Development Officer

Dated: August _____, 2007

For: PPH Board of Directors

From: Gustavo Friederichsen
Chief Marketing and Communications Officer
PPH

Subj: PPH and LaDainian Tomlinson Partnership Specifics

Date: August 8, 2007

The subsequent pages provide further details relative to the relationship with Mr. Tomlinson.

- Community Health Needs Assessment Background Information – How the Partnership with Tomlinson will improve health for PPH patients
- Contract Specifics and Agreements Beyond
- Time versus Value
- Specific Activities Designed to Leverage the Partnership
- Value to PPH Foundation and Philanthropic Strategies
- Media Mix: Media Generated To-Date (positive and negative)

Community Health Needs Assessment Background Information – How the Relationship with Tomlinson will improve health for PPH patients

Diabetes

In 2005 PPH conducted a first ever district-wide community health needs assessment. The needs assessment showed us that nearly 25,000 individuals – just in the PPH district - suffer from diabetes. Eleven percent of African Americans have the disease and are 1.6 times more likely to have diabetes than non-whites. More than 8

percent of Hispanic and Latinos have diabetes. Hispanics are one and half times more likely to have diabetes than non-Hispanic whites. Mexican Americans are twice as likely to have diabetes. Almost 20 percent of those 60 and older have diabetes. The goal of PPH is to reduce the overall rate of this disease. Diabetes-related mortality is on the rise in San Diego County – with a five percent increase from 2000 to 2002. It is the 8th leading cause of death in San Diego.

Obesity

Obesity is also at near epidemic proportions in the region. Forty four percent of adults in San Diego (as of 2001) are overweight. Nearly 14 percent of children are overweight. Nearly 23 percent of 7th and 9th graders in Assembly District 74 are overweight.

Heart disease

The number one killer of San Diegans. More than 20,000 people living just in the PPH service area have some form of heart disease. African Americans represent the largest segment of the population with the disease.

What Mr. Tomlinson will do in coordination with PPH to address these issues:

PPH received Mr. Tomlinson's endorsement and subsequent participation in the Dial Don't Drive public service campaign. Details on the campaign are explained in the proposal. He has recorded video messages and participated in a photo session. Images and messages will be used extensively throughout the campaign.

The relationship with Mr. Tomlinson also involves the launching of a PPH branded public health improvement initiative called **Project21SD**.

Specifics

PPH through the branded **Project21SD** has the opportunity to launch public service announcements (PSAs), print advertising, radio spots, and public relations events utilizing Mr. Tomlinson's cross generational appeal to increase awareness and reduce incidence of diabetes in the region.

Mr. Tomlinson has already participated in a 2-hour audio, video and print recording session promoting PPH and Project21SD specifics. Mr. Tomlinson participated in a 60-minute photo session to utilize images for magazines, print Ads, direct mail and brochures – designed to increase awareness for disease and PPH. Mr. Tomlinson was photographed for the cover of HealthSource – the award winning consumer magazine that reaches 110,000 households.

PPH in coordination with the American Heart Association and national franchise SportClips Hair Salons for Men, will launch several education campaigns designed to educate individuals about how to reduce the risks of heart attack and stroke. Mr. Tomlinson has recorded messages and been photographed and interviewed specific media to used by AHA and SportsClips to increase awareness for heart attack prevention and treatment amongst additional audiences.

Recruitment

PPH is also facing a serious challenge – filling more than 200 vacancies in the workforce. The health system needs nurses, technicians and support staff to sustain a high level of care. This will take an innovative approach – one that includes aggressively reaching schools to attract potential employees to the health care field.

Mr. Tomlinson recorded video messages, radio messages and participated in a photo shoot to promote “working at PPH.” The print Ads will appear in local, regional and national publications in addition to the official game day program of the San Diego Chargers.

The video taped recordings will appear in multimedia – such as web communications and in DVD format to be sent to area schools, technical institutes, colleges and distribution at job fairs.

Contract Specifics and Beyond

In addition to the comprehensive branding program (promoting PPH, Project21SD) Mr. Tomlinson agrees to one press conference, one fundraising event, one production day and one employee visit.

In discussions with the PPH team (Jaime Rivas, MD; Sheila Brown, Wallie George and Gustavo Friederichsen), Mr. Tomlinson (with Mr. Zucker present) agreed to participate in other PPH activities such as “unique visits to health centers”, additional production days (as long as on an off day) and “activities that directly improve the health of the community” – these were discussed and mutually agreed to.

PPH's Marketing and Communications, HealthSource and Clinical Outreach departments will collaborate to utilize Mr. Tomlinson in health promotion educational activities such as Obesity Prevention Days for local students, Diabetes Awareness campaigns in low income areas and heart disease and stroke prevention campaign announcements.

More specifically, Mr. Tomlinson (with Mr. Zucker present) agreed to participate in expanded fundraising activities such as private golf outing (s) and a possible fishing excursion with exclusive donors to benefit the foundation.

Time versus Value

PPH will maximize the amount of time covered in the contract and additional activities. For example, PPH has recorded Mr. Tomlinson for various purposes – from television to web and print. PPH now has the ability to utilize his image to promote the health district, Project21SD, Dial Don't Drive, Capital Campaign uses, hospital TV programming, Service Lines (such as women's and children's, cardiology, neurology) and much more. The value of his participation (in person and through media) is exponential since there could be 10 uses in one calendar year.

Mr. Tomlinson has agreed to be an active participant in campaigns; will host a yearly showcase event to raise significant dollars each

year –as discussed with Mr. Zucker -- and will contribute to PPH – through philanthropic contributions to his areas of interest – wellness, women’s and children’s health.

Mr. Tomlinson will (through media) endorse the PPH retail clinic model. Mr. Tomlinson agrees that access to comprehensive services is a critical issue throughout the region and it is for this reason that he will provide his name, likeness, image, voice and talent in support of promoting PPH’s innovative partnership with Supervalu, Inc.

Mr. Tomlinson’s endorsement of the PPH retail clinic model is important and cost effective since a similar endorsement of this kind would be costly – but is part of the Project21SD branding and mission to address the access to care crisis in the district. Based on market realities, an outright endorsement of a retail clinic and/or supermarket utilizing a sports celebrity would be unattainable for PPH based on current and project budgets.

Leveraging the Relationship

PPH has limited marketing agreements with the San Diego Padres and San Diego Chargers sports franchises. The partnerships involve radio, print media, web media and employee recognitions (tickets). The relationship with Mr. Tomlinson will be utilized in radio spots during Padre broadcasts and Charger broadcasts promoting 1) the PPH brand and 2) specific disease prevention/health promotion services. Full page Ads will appear in the official San Diego Charger program. PPH will have access to the San Diego Chargers for future considerations (i.e. fundraising, health care services for Charger employees, etc).

Value to PPH Foundation

As stated in the original proposal and previously in this document – Mr. Tomlinson has agreed to host one showcase event to benefit the PPH Foundation to raise significant dollars each year for five years. In addition, Mr. Tomlinson has an interest in naming rights and philanthropic opportunities with his “community hospital” (Pomerado Hospital) and now the health system (PPH).

Mr. Tomlinson has endorsed through video, audio and print the eventual PPH Capital Campaign. His participation in the capital campaign will facilitate reaching new donors from the Maderas Country Club community, to professional athletes and more.

Media Mix

Following the press announcement relative to the PPH and LaDainian Tomlinson partnership there was extensive media coverage. Below is breakdown of coverage provided by Andy Hoang, Media Manager for PPH:

Local Newspaper Coverage

- 14 Articles in 2 days of coverage
- 348 Column Inches
- San Diego Union Tribune, North County Times, San Diego Business Journal, Pomerado News Group, Today's Local News, San Diego Dailey Transcript
- \$48,111.72 Estimated Media Value

Television & Radio Coverage

- KOGO 600 AM News and Sports coverage
- KPBS Radio
- FOX 6 News
- KUSI Channel 9
- KXXV TV, Waco, TX
- WHO TV, Des Moines, ID
- KTRE TV, TX
- WISTV TV, South Carolina
- WTKR TV, Virginia Beach

Internet Coverage

- Over 100 web sites

- Forbes.com
- YahooNews.com
- HealthLeaders.com
- Associated Content/Press
- Red Orbit
- KPBS
- World News.com
- KXXV TV, Waco, TX
- WHO TV, Des Moines, ID
- KTRE TV, TX
- WISTV TV, South Carolina
- WTKR TV, Virginia Beach

Magazine Coverage

- Advance for Nurses
- Modern Healthcare
- ACHD Magazine

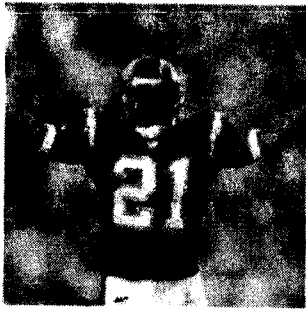
Negative coverage

To date there have been two (2) negative columns totaling 3 column inches. San Diego Union Tribune (Logan Jenkins, Saturday edition: Poway News Chieftain)

Conclusion

The value to community health will be measured and reported through PPH's Clinical Outreach division with first release within 21 months and following 5-year campaign to reduce preventable disease throughout the region.

The overall relationship transcends the typical "endorsement deal" demonstrated via contractual terms as well as through unique propositions we agreed to. PPH is also protected contractually if Mr. Tomlinson violates the provisions within the contract - -items that could compromise the relationship, the image of the institution and so on.



LaDainian "LT" Tomlinson

&

**PALOMAR
POMERADO
HEALTH**
SPECIALIZING IN YOU

The mission of **Palomar Pomerado Health**
is to heal, comfort and promote health in
the communities we serve

"Anything is Possible"

PPH: Who We Are

PPH is a non profit public health district, providing health care services for the citizens of North County San Diego more than 50 years. PPH is North County's largest employer (4000+ employees) with 800 affiliated physicians, two major hospital campuses, two skilled nursing facilities and an abundance of outpatient and community based programs; from diabetes and obesity prevention programs for kids to wound care and bariatric services. PPH is known locally, regionally and nationally for exceptional health care – and perhaps equally for community outreach, education and disease prevention. PPH is a progressive health care organization in an industry lacking ingenuity, creativity and passion.

In 2004, the residents of Inland North County approved Proposition BB, the \$496 million bond measure to expand and improve health care services in North County for the next half-century. Thanks to the historic passage of "BB" PPH is building the most modern, state-of-the art health system of tomorrow - -right now. A new medical campus in West Escondido (overlooking Hwy 78) is being designed. Pomerado Hospital (Poway) will double in size and Palomar Medical Center (Escondido) will soon be completely redesigned. Additionally, PPH will soon break ground on three new clinics in Rancho Bernardo, San Marcos and Ramona.

In 2007 and 2008 PPH will expand all efforts to educate the community about preventable diseases, accessible services and innovative approaches to health care services.

This proposal is not intended to utilize LT as a traditional spokesman for a traditional health care organization. This proposal is intended to create something as unique as LT the man, as passionate as LT the professional football player and as complimentary to the community as LT, the NFL Man of the Year. In other words, PPH is reaching out to LT to embark on a relationship that transcends anything ever done – at least at the local San Diego level. The ensuing words, hopefully, will resonate with LT and the respected agency that represents him, IMG Worldwide beginning with a National Strategy as well as Regional and Local Strategies:

PPH's commitment is to protect LT's image and reputation through every aspect of this relationship. This is paramount and understood explicitly by PPH. It is critical to have the understanding that the man and his family are more important to the PPH family than any deal or value-driven proposition.

PPH has dozens of programs targeting youth and minorities. PPH is the only San Diego health system that developed a Community Health Needs Assessment or "HealthCheck" to uncover what ails those living in the region – and what specific programs can be designed to address critical health issues - - from heart attack and stroke to teen suicide and drug abuse. PPH – through the Health Care Advisory Councils (HCACs) is constantly looking at health issues facing young and old, men and women and a multitude of ethnicities. HealthCheck is in essence – a report card utilized by HCACs and architects alike to create an effective, progressive health system. PPH through its Faith & Health Partnership is the only health system in San Diego County that works closely with faith-based organizations to address the health needs of congregations, parishes and synagogues.

Defining the Relationship

PPH is embarking on creating a \$1.1 billion health system of the future and we invite LT to be an “honorary architect” relative to design, community programming (to help the underserved) and the expansion of women’s, children’s, youth and senior health programs. PPH is creating a model – never before created in the health care industry which blends street-level community health improvement with comfortable, accessible hospital care and state of the art technology (such as robotic surgery and wireless environments).

Local Strategy: Endorsement – 5 year Partnership – Part One



Carefully crafted, scrupulously managed – the first phase of the exclusive five year partnership is the kick off of the PPH and LT partnership to a) educate the public and PPH organizationally relative to the partnership, b) raise awareness for specific health issues facing the health district and c) introduce strategies, partners and outcomes. The “branded” campaign will be called **Project21SD**.

The first phase involves 5 appearances by LT at predetermined locations conducive to LT’s schedule.

Project21SD calls for or LT to “lead” an effort to address major health issues facing the region and engage equally committed partners to resulting in solutions. Topics include: diabetes in children, childhood obesity, heart attack and stroke, Dial Don’t Drive* and Women’s Health. The Project21 plan will be closely monitored, outcomes measured and reported after a 21-month timeframe.

*The Dial Don’t Drive Campaign will officially kick off in early Summer 2007 and utilize LT as spokesperson/endorser. The campaign is designed to bring awareness to a major public health issue: men driving themselves to ER following a heart attack or stroke – instead of calling 911.

Public health problems facing North County San Diego and ultimately America's cities include obesity in children, diabetes, senior isolation, teenage and elder suicide, access to care for poor families, teen pregnancy, and drug and alcohol abuse. These issues would be addressed through a collaboration involving target partner organizations (TPOs).

San Diego would be **Project21SD** kick off site and eventual outcomes would be monitored for 21 months. PPH and LaDainian Tomlinson would enter into an innovative 5-year relationship, jointly addressing critical health issues facing the underserved in the community.

How **Project21SD** Works

Step 1: LT convenes the TPOs with PPH as lead/facilitating organization. The TPOs work closely with the NFL, to identify top health issues facing San Diego and ultimately US cities. A community health needs assessment model could be deployed to further identify issues (such as teenage suicide).

Step 2: The TPOs will conduct a "deep dive" for North County San Diego's top health issues and devise short term and sustainable solutions for the region. The solutions could range from identifying and securing funding sources to connecting public and private partnerships involving area health systems, private industry, NFL and charitable groups to increase awareness for the issue.

Step 3: The credo of "Anything is Possible" will resonate with every "deep dive" in the region.



Step 4: Project 1US will be launched nationally in selected cities and co-branded through media channels and the TPOs will act as additional communication channels through displays, print Ads, TV spots and Web links.

Step 5: Media Option A could include **Project21US** documented via The Learning Channel or Bravo Network affiliation. The entire campaign, all meetings, the “ups and downs”, the milestones and ultimate positive impact on the communities in each city could be filmed. The mission, vision and scope of

Project21SD would work well for high quality documentary-style television – not to be confused with “reality television.”

Step 6: Media Option B could include an exclusive arrangement with network news and/or entertainment or sports network, i.e. “Between the Lines” or ESPN Entertainment Television

Step 7: Replicating the Model in other cities across the country would be the broader strategy for this unique “national strategy” involving some the most innovative, community-minded companies in the US. **Project21US** could be funded by US Department of Health, NIH, County and State Health departments and progressive health care systems like PPH (San Diego), Mayo Clinic (Cleveland), Johns Hopkins (Baltimore).

Summary

A national model involving an international superstar could make a difference in the lives of millions through media, school and community-based campaigns. Public health agencies would be involved to measure effectiveness. Project21US would transcend the conventional “endorsement” into a cause – marketing strategy, which fully compliments LT’s vision for improving the health of the underserved and leaving a lasting legacy.

How does Project2SD or Project21US benefit PPH & the Community?

By positioning PPH as an innovative, progressive health system on a local, regional and national stage. A **recruitment strategy** would compliment the “public health” effort. In other words, each time LT visits a city to introduce and launch Project21; PPH would buy media to recruit potential candidates for hard to fill positions.

Foster **long-term relationships** with some of America’s best companies. PPH would lead discussions [REDACTED] to develop a national “cabinet” for PPH BOD and EMT to hold annual discussions on the health system of tomorrow and the integration of industries to benefit consumers – from airline travel health to retail clinics and retail centers within new facilities. Some of these companies [REDACTED] could partner with PPH [REDACTED] PPH would establish sister hospital relationships with major hospitals/health systems in each of the 10 cities (Cleveland Clinic, Ford Health System). These partnerships could lead to joint efforts relative to preventable disease and health management.

PROJECT
21^{SD}

10 problems
facing

1500 square miles
helped by

5 target partner organizations
to identify

20 solutions
in

21 months*

“Anything is Possible”

A breakdown of appearances is below:

PPH-LT Partnership Kickoff	Early July 2007 (includes Dial Don't Drive message)
Honorary Architect meeting	TBD
PPH Leadership Meeting	TBD

Local Strategy: PPH Foundation Support – Part Two

As part of 5 year exclusive relationship with PPH, this strategy calls for LT to formally support the PPH Foundation and the Capital Campaign effort to raise much needed dollars for programs, services, facilities and technology. As a non-profit, community-based health care system, PPH depends greatly on the generosity of citizens to carry out its mission to heal, comfort and promote health in the communities served. This unique, intimate partnership means the PPH Foundation will discuss with LT and his family, naming opportunities for Maternity Centers, Satellite Clinics (such as Rancho Penasquitos) and Emergency Room to name a few. The PPH Foundation and LT collaboration would include a hosted annual event, networking and donor cultivation options and much more. Pomerado Hospital is the closest hospital to LT's home – and truly represents his community hospital. In addition, PPH is the closest health and trauma center serving the needs of Poway, Rancho Bernardo, Maderas and dozens of other communities throughout the 800 square mile health district.

There would be some appearances and community/media opportunities designed to raise awareness for the campaign and milestones.

A breakdown of appearances is below:

PPH Foundation and LT Kick Off Announcement	TBD
PPH Foundation and LT Hosted Event	TBD
Naming Opportunity Session	TBD

Local Strategy – Recruiting the Best and Brightest for Tomorrow’s Health System – Part Three

PPH like many other health care systems is facing a workforce shortage that could compromise the system’s ability to care for the increasing number of patients. The aging baby boomer generation coupled with dramatic population growth in North County is one reason why PPH launched a campaign to rebuild the health system. The need for qualified, highly skilled and committed employees is a major concern of management and staff alike. To ensure that tomorrow’s facilities accommodate the future’s workforce means PPH must be aggressive in its approach to recruitment. To accomplish this, PPH is in mass media to reach out to prospective staff members. LT’s partnership with Human Resources could dramatically impact the awareness for the PPH brand, as well as the unique offerings for new employees such as highly competitive wage, professional growth and educational opportunities.

Breakdown of appearances:

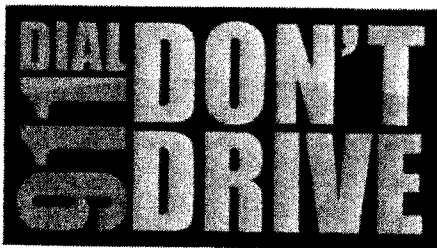
Surprise visit to New Employee Orientation (optional)	TBD
---	-----

Regional Strategy: The Innovative “Dial Don’t Drive” Community Awareness Initiative – Part Four

This unique partnership involving PPH’s Cardiac Services, Emergency Departments, Marketing and Communications, and **SportClips Hair Salons** -- drives home the message for men to dial “911” instead of driving themselves to the emergency room. The risk of death as a result of a heart attack increases dramatically with delays – such as waiting or driving to the hospital. The absolute objective of this campaign is to reduce the number of walk in visits to the emergency department – by men and women having heart attack symptoms.

PPH ERs treat 600-800 male heart attack victims each year. Of those – half are walk in or drive in visits and some may suffer long term health problems due to prolonged “door to doc” times. In some cases, patients die as a result of delays in calling 911 or they don’t call 911 at all. This has to change.

Thanks to funding provided by the PPH Foundation, the elements for a year long local campaign are in place: theater Ads have been secured in 4 North County theaters (14 months), a 60 second PSA has been produced for television, XX Sports Radio is a PPH media partner for the entire Padre season, a 2 minute DVD has been produced as well as a 4 color packet for mailing and distribution. SportClips currently has 3 franchises in San Diego (and two in the Inland North County region). SportClips has agreed to give each customer a free DVD with every cut.



Breakdown of Appearances:

LT as the Voice of Dial Don't Drive

To be the "voice" of the Dial Don't Drive campaign in five media channels: 1) the 60 second PSA, 2) the DVD (intro and photo), 3) theater Ads (summer 07), 4) 30 second radio spots (through XX Sports Radio) and 5) web. 6) LT could also participate in the campaign kick-off to be held in early summer at Pomerado Hospital.

Sample Scripts/Voice Overs:

"Hi I'm LaDainian Tomlinson urging you to Dial – Don't Drive, if you think you are having a heart attack. Do the right thing. It could save your life."

"Hi, I'm LaDainian Tomlinson, if you think you might be having a heart attack remember to Dial 911 – Don't Drive to the hospital. This DVD provides valuable information you can use to make the right decision when every second counts."

"LaDainian Tomlinson urges you to Dial Don't Drive (copy with photo)

"I'm LaDainian Tomlinson – if you think you might be having a heart attack – Dial Don't Drive. It could save your life. To learn more visit pph.org or visit any SportClips Hair Salons."

Web links with 15-second video clips

Total appearances:

One studio (45 minutes)

TBD

National Strategy: Project21US

Following success of Project21SD – the TPOs, LT and PPH sister hospital/health system would launch Project21US.

Target cities could include: Dallas/Forth Worth, Los Angeles, New Orleans, Chicago, Detroit, New York, Miami/Dade County, Baltimore, Cleveland, Boston.

[REDACTED]

PPH recently unveiled a broadband web presence – second to none in the marketplace. PPH is launching consumer driven online service lines such as a “weekend warrior” microsite in partnership with **XX Sports Radio**. This microsite targets men 20-60 years of age who succumb to preventable injury or illness. The goal is to provide education and guidance to men and direct them to the right physician and/or services close to home. PPH is using various other established media channels to engage men at risk – such as award winning magazines and direct mail (CRM). LT could support PPH programs targeting athletes.

Mutual Values will lead to an Unprecedented Relationship

PPH values LaDainian Tomlinson as an international superstar and the face of the San Diego Chargers, a leader on the field and a model citizen off the field. As a non profit health system embarking on a epic transformation which will culminate in the creation of the most modern health care system in the San Diego region – PPH would like to engage in a long term relationship with LaDainian Tomlinson – beginning with what makes sense for LT the person who deeply cares about his community and the legacy he leaves for future generations. PPH as well is committed to a legacy of caring and compassion in each of the communities served. PPH is unlike other health systems in terms of community-based programs, a diverse leadership team and workforce and a vision to do business differently.

Promoting the Partnership

PPH fully understands that local “exposure” is very important to LT as long as the partnership makes a difference. PPH believes in helping LT fulfill his personal vision for a lasting, personal legacy. To make a difference in the lives of those who have less; to expand health care services for women and children in need and to create a lasting legacy in the health care space that can be replicated in other cities, counties and regions. Nonetheless, we included PPH media channels to showcase our ability to educate the public:

Community Presence includes the ***HealthSource Magazine***. A nationally acclaimed magazine reaches more than 120,000 households every quarter. www.pph.org is the fastest growing local health care web site and features broadband-based technology. www.pph.org also boasts “PPH TV” which is a virtual news channel on line. PPH TV is also featured in every patient room and lobbies and waiting areas throughout the PPH system.

Momentum Magazine is the award winning employee magazine with a reach of more than 5000. All PPH employees, physicians, donors, volunteers and board members receive the magazine.

CaptivCast is the state of the art digital communication channel to launch in mid summer 2007. Philips Plasma screens located in lobbies, waiting areas and cafeterias will carry digital messaging tailored for PPH customers.

Deliverables

The table illustrates the public health and programmatic responsibilities of PPH, the role and actions by the TPOs and the opportunity for LT:

Lead Health System Partner	Target Partner Organization	LaDainian Tomlinson
PPH	[REDACTED]	
Develops strategy, tactics and assessments		
Conducts Health Risk Appraisals and linked to cell phone partner	[REDACTED]	
Develops Retail Clinic Model for low income/underserved	[REDACTED]	Supports retail concept through image

Lead Health System Partner (PPH)	Target Partner Organization	LaDainian Tomlinson
Expands Welcome Home Baby program (first time moms)		
Launches physician lectures at no cost in needy areas on health topics		
Develops Disease Prevention Program	[REDACTED]	[REDACTED]
Offers free Home Safety Evaluations	[REDACTED]	
Offers free car seats		
Provides Culturally & Linguistically Appropriate services (clas) for underserved patients and families		
Kicks off injury prevention model for youth and seniors		
Kicks off cardiac alert campaign		
Kicks off Child Abuse Screening program		
Develops web pages branded as "Project21.com" that would include tips, tool kits and how to join.	[REDACTED]	

Financial Options

After discussing with Alan Zucker, PPH is prepared to fund P21 beginning with the following breakdown in support of an exclusive 5-year partnership with San Diego Chargers running back LaDainian Tomlinson.

Breakdown:

Year One

\$400,000 funded by PPH Marketing, Foundation, Human Resources, Clinical Outreach

Year Two

\$400,000 funded by PPH Marketing, Foundation, Human Resources, Clinical Outreach

Year Three – Year Five

\$400,000 funded by PPH Marketing, Foundation, Human Resources, Clinical Outreach in addition to PMC, POM Administrations

Close

PPH is in active negotiations with LaDainian Tomlinson and Alan Zucker of IMG to establish a long term partnership – one that transcends traditional “celebrity endorsements” and becomes the gold standard in terms of making a difference in the lives of people at the national, regional and local level.

Some TPOs would act as funding partners in addition to message distribution channels. Depending on strategy, TPOs could define limits of engagement, though the lead health system would request 100 percent participation to ensure “P21” makes a difference and awareness of campaign mission, scope and measurements are evident.

Finally, the partnership would directly benefit capital campaign (finance), service line marketing (finance), recruitment and retention (workforce development), cultural and morale (workforce development) and outreach (community/mission).

The signatures verify the exclusive partnership involving LT Inc, IMG Worldwide and Palomar Pomerado Health. The exclusive partnership requires Mr. Tomlinson to work with and/or represent PPH exclusively in the health care industry and prohibits Mr. Tomlinson from working with and/or representing any other health care organization; unless approved by Chief Marketing Officer of Palomar Pomerado Health and would commence after formal signing and conclude after 5 years (60 months). The contract would be terminated if LaDainian Tomlinson "LT" is traded to another NFL franchise.

Representative for, and/or LaDainian Tomlinson "LT"

Date _____

Representative for Palomar Pomerado Health

Date _____

Next Steps Snapshot

Signing of Agreement When _____ Where _____

Press Conference When _____ Where _____

What is Announced

PPH-LT Partnership✓

Project21SD✓

Dial Don't Drive✓

Foundation Support✓

Recruitment✓

5 Year Until "Opening Day" – Three new hospitals, 3 new satellite medical clinics, 4 new retail clinics✓

Post Announcement Phase I (pre Season, during Season)

DDD Voice Over and Image When _____ Where _____

Retail Clinic Partnership/Albertson's When _____ Where _____

PPH Foundation Fundraising Kickoff When _____ Where _____

(optional) New Hospital Groundbreaking When _____ Where _____

Post Announcement Phase II (during Season, post Season)

PPH-LT 30-second TV Spot When _____ Where _____

Employee Visits When _____ Where _____

Patient Visits When _____ Where _____

Leadership Team Visits When _____ Where _____

Project21SD Update (announcement II) When _____ Where _____