

## COMMISSION AGREEMENT

**THIS COMMISSION AGREEMENT** (“Agreement”), is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing pursuant to Article XX of the *Constitution of the State of Colorado* (the “City”), and **LIVE NATION WORLDWIDE, INC.**, a Delaware corporation, registered to conduct business in Colorado, whose address is 901 Auraria Parkway, 3<sup>rd</sup> Floor, Denver, Colorado 80204 (“Live Nation”), collectively, the parties.

### RECITALS:

**A.** The City, through Denver Arts & Venues, operates the following entertainment facilities: Red Rocks Amphitheatre (“Red Rocks”), the Denver Coliseum (the “Coliseum”), and the Denver Performing Arts Complex (the “Arts Complex”).

**B.** Live Nation has considerable expertise in the entertainment industry, and in the promotion and booking of concerts and live events. The City does not have comparable in-house concert promotion expertise.

**C.** The City wishes to provide Live Nation with an incentive to promote and book concerts and live events at the venues listed in Recital A above, because of the resulting financial and other public benefits to the City and its residents of such bookings.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, conditions, privileges and obligations set forth herein, and intending themselves to be legally bound hereby, the City and Live Nation mutually agree as follows:

**SECTION 1: PROMOTER COMMISSION.** The City will pay as a commission to Live Nation a percentage as specified below of the amount paid to the City by Live Nation as rent for each “Qualifying Event,” as hereafter defined.

**A. Red Rocks.** The City will pay as a commission to Live Nation a percentage as set forth below of the amount paid to the City by Live Nation as rent for each Qualifying Event at Red Rocks. With regard to Red Rocks, a “Qualifying Event” shall mean any commercial event at Red Rocks during a calendar year during the Term of this Agreement for which Live Nation and the City have executed a City booking agreement and to which **3,500** or more tickets are sold to the public. When a single booking agreement covers multiple concerts or live events, each concert or live event to which **3,500** or more tickets are sold shall constitute a Qualifying Event (load in and load out days shall not be counted). Concerts or events covered by a booking agreement to which any entity other than Live Nation or a Live Nation Affiliate is a party shall not be Qualifying Events. A “Live Nation Affiliate” shall mean any corporation, partnership, limited liability company or other entity in which Live Nation or its ultimate parent company, Live Nation Entertainment, Inc., owns or controls at least **fifty percent (50%)** of the beneficial interest or otherwise owns a controlling interest. A Live Nation Affiliate shall not include any entity jointly owned by Live Nation and another promoter with a promoter commission agreement with the City. Live Nation will provide the City with notice of any Qualifying Events that are booked by Live

Nation Affiliates. To be eligible for a commission during a calendar year of the Term of this Agreement from booking at Red Rocks, Live Nation must book not less than ten (10) Qualifying Events during said calendar year of the Term. For each Qualifying Event, a commission of **48%** of the collected rental (as defined by each event contract) shall be paid to the User by the City once a minimum of ten (10) Qualifying Events have been executed (in a single contract year). The amount of the commission shall not exceed an amount that is the difference between the collected rental and the minimum guaranteed rental (**\$20,000 in 2025**). For example, if the rental is \$30,000, the commission will only be \$10,000.

**B. Arts Complex.** The City will pay as a commission to Live Nation **twenty-five percent (25%)** of the amount paid to the City by Live Nation as rent for each Qualifying Event at the Arts Complex. With regard to the Arts Complex, a “Qualifying Event” shall mean any commercial event at the Arts Complex during a calendar year for which Live Nation and the City have executed a City booking agreement with each other, and to which **1,000** or more tickets are sold to the public. Booking Agreements by and between Live Nation and a third party, and those involving the City and a third party other than Live Nation, shall not constitute a Qualifying Event for the Arts Complex. When a single booking agreement covers multiple concerts or live events, each concert or live event to which **1,000** or more tickets are sold shall constitute a Qualifying Event (load in and load out days shall not be counted). As noted above, concerts or events covered by a booking agreement to which any entity other than Live Nation and the City is a party shall not be a Qualifying Event. For each Qualifying Event, a commission of **25%** of the collected rental (as defined by each event contract) shall be paid to the User by the City once a minimum of 5 Qualifying Events have been executed (in a single contract year). The amount of the commission shall not exceed an amount that is difference between the collected rental and the minimum guaranteed rental (**\$2,800 in 2025**).

**C. The Coliseum.** The City will pay as a commission to Live Nation **forty-eight percent (48%)** of the amount paid to the City by Live Nation as rent for each Qualifying Event at the Coliseum. With regard to the Coliseum, a “Qualifying Event” shall mean any commercial event at the Coliseum during a calendar year for which Live Nation and the City have executed a City booking agreement. For each Qualifying Event, a commission of **48%** of the collected rental (as defined by each event contract) shall be paid to the User by the City (no minimum number of shows) and to which **3,500** or more tickets are sold to the public. Where a single booking agreement covers multiple concerts or live events, each concert or live event to which **3,500** or more tickets are sold shall constitute a Qualifying Event (load in and load out days shall not be counted).- Concerts or events covered by a booking agreement to which any entity other than Live Nation is a party shall not be a Qualifying Event. For each Qualifying Event, a commission of **48%** of the collected rental (as defined by each event contract) shall be paid to the User by the City (no minimum number of shows). The amount of the commission shall not exceed an amount that is difference between the collected rental and the minimum guaranteed rental (**\$15,000 in 2025**).

**D. Summary of Qualifying Events.** On or before January 1 of each year during the Term, beginning on **January 1, 2026**, the City shall provide Live Nation a list of the prior calendar year’s Qualifying Event(s) and the rent paid to the City by Live Nation for each such event. Qualifying events only count toward the specific facility program where the event was

held. Live Nation shall review said summary and provide the City with written notice confirming or disputing the City's calculation of Qualifying Events and amounts owed. In the event of any dispute in this regard, the parties will cooperate in good faith to resolve any discrepancies.

**E. Payment**. Provided Live Nation has paid City all amounts in connection with the prior calendar year's Qualifying Events and agrees with City's calculation of commission amounts owed, as provided in Section 1(D) above, within 30 days of Live Nation's written confirmation of agreement in accordance with Section 1(D), City shall issue a warrant in the amount of the resulting promoter commission for that calendar year.

**F. Intent**. For purposes of clarity only, Live Nation shall have an opportunity to earn an incentive payment on account of shows promoted for each distinct calendar year during the Term of this Agreement as provided herein. Payment of the User's total commission earnings shall be made within 30 days after the final Qualifying Event of each contract year as long as the User is current with all City charges. Live Nation shall not be paid or given credit in any subsequent calendar year of the Term for shows previously promoted during the Term.

## **SECTION 2: ADDITIONAL TERMS.**

**A.** This program is limited to commercial concerts (music and comedy) and tenants and is not applicable to tenants qualifying for and using the non-profit rental rates or for other non-concert events.

**B.** Each performance is considered a separate event if it meets the above requirements where a performance has a discrete audience for a discrete period of time in which a ticket is used for admittance.

**C.** Each facility User Agreement shall only have one User named and only the User Agreements with said User shall be counted toward the required number of qualifying events.

**D.** All other rental terms as defined by City apply including the terms in the standard User Agreement.

**E.** Rental caps are highly discouraged. Rental caps, if any, are subject to City approval at its sole discretion. City determines the standard rental rates.

**F.** This is the only form of commercial commission recognized by the City. The City retains the right to adopt, abolish or modify incentive programs in the future as it sees fit in the best interests of the City, subject to rights under an existing contract.

**G.** The City solely determines booking and contracting policies for the defined facilities and it retains the right to modify or eliminate policies in its sole discretion.

**SECTION 3: SEPARATE BOOKING AGREEMENTS.** This Agreement shall not be deemed to replace or supplant the City's booking agreements for City venues, which shall be required to be executed for each Qualifying Event, and which shall govern the parties' rights with

respect to, without limitation: broadcast and advertising rights; liability, indemnification and insurance; event services; rent; facility fees; and other charges. The City's standard booking policies and procedures shall apply to all events held at City venues, and the City reserves the right to negotiate, approve and disapprove the terms of individual booking agreements in its sole discretion. The City's booking agreements distinguish the amount payable as rent from other charges such as taxes, facility fees and other charges, and the amount payable as rent will be the only amount on which the commission hereunder will be calculated. Live Nation shall have satisfied all material obligations pursuant to the booking agreement for a Qualifying Event and shall be current on all charges and payments due to the City in order to receive a commission payment on account of such Qualifying Event.

**SECTION 4: TERM.** The Term of this Agreement shall commence on **January 1, 2025**, and end at midnight on **December 31, 2029**, the "Term."

**SECTION 5: FUNDING.** Payments to Live Nation hereunder shall be made only after revenue from Qualifying Events is received as provided in section 1 above, and shall not in any event exceed **EIGHT MILLION DOLLARS AND NO/100 (\$8,000,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the parties in the same manner as this Agreement. It is expressly understood and agreed that the obligation of the City to make any other payments hereunder shall only extend to monies appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. Live Nation acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.

**SECTION 6: EXAMINATION OF RECORDS AND AUDITS.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Live Nation's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Live Nation shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Live Nation to make disclosures in violation of state or federal privacy laws. Live Nation shall at all times comply with D.R.M.C. 20-276.

## **SECTION 7: DEFENSE AND INDEMNIFICATION.**

**A.** Live Nation hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Live Nation or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

**B.** Live Nation’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Live Nation’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

**C.** Live Nation will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Live Nation under the terms of this indemnification obligation. The Live Nation shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

**E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**SECTION 8: ASSIGNMENT.** This Agreement, and each of the rights, duties and obligations hereunder, including the right to receive payments, shall not be assigned, pledged, transferred, sublet or otherwise disposed of, in whole or in part, by Live Nation without the express written approval of the City, which shall not be unreasonably withheld.

**SECTION 9: NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Agreement, Live Nation agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

**SECTION 10: CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**SECTION 11: COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Live Nation's provision of services hereunder, Live Nation shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Live Nation expressly acknowledges that the Live Nation is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Live Nation, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**SECTION 12: PROMOTER COMMISSION PROGRAM.** This Agreement is consistent with and reflects the objectives of the City's promoter commission program utilized by Denver Arts and Venues for Red Rocks, the Coliseum, and the Denver Performing Arts Complex, as may be amended from time-to-time (the "Program"). Should material changes be made to the Program after the commencement of this Agreement, City and Live Nation shall discuss in good faith whether an amendment to this Agreement is necessary to reflect any future iteration of the Program.

### **SECTION 13: TERMINATION.**

**A.** The City has the right to terminate this Agreement, in whole or in part, with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to Live Nation. The City shall endeavor when feasible to make the effective date of any termination without cause coincide with the end of a Program year.

**B.** Notwithstanding the preceding paragraph, the City may terminate this Agreement if Live Nation or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Live Nation's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**C.** Upon termination of this Agreement, with or without cause, Live Nation shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for commissions earned in their entirety prior to the effective date of such termination.

### **SECTION 14: MISCELLANEOUS.**

**A. No Partnership.** It is understood and agreed that nothing herein contained is

intended or shall be construed to in any way create or establish the relationship of partners or a joint venture between the City and Live Nation. None of the officers, agents or employees of Live Nation shall be or be deemed to be employees of the City for any purpose whatsoever.

**B. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the availability or payment to Live Nation of any promoter commission by the City, and no statements, promises or inducements made by either party or agents for either party with respect thereto, not contained in this Agreement, shall be binding or valid.

**C. Written Amendments.** This Agreement shall not be altered, modified or amended in whole or in part, except upon agreement of all parties and in writing executed by the parties hereto in the same manner as this Agreement. Written additions, deletions, or changes in the provisions of this Agreement which do not comply with this requirement shall not be binding on either party. No oral modifications, additions, deletions or changes to the Agreement shall have any validity whatsoever.

**D. Interpretation.**

(1) **In General.** It is the intention of the parties hereto that the language hereof and all parts of this Agreement shall be in all cases construed simply according to their fair meaning and not strictly for or against any party.

(2) **Governing Law; Venue.**

i. **Governing Law.** This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Agreement as if fully set out herein by this reference.

ii. **Venue.** Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

(3) **Section and Paragraph Headings.** The Section and/or paragraph headings herein and through this Agreement are for the convenience of reference only, and are not intended, nor shall they be used, to construe the intent of this Agreement or any part thereof, or to modify, amplify, or aid in the interpretation or construction of the provisions thereof.

(4) **Gender and Number.** The use of any gender herein shall include any or all genders, and use of any number shall be construed as the singular and/or the plural, all as the context may require.

(5) **Consent or Approval.** Except as may otherwise be expressly provided in this Agreement, whenever under this Agreement the consent or approval of a party is required, the party so requested shall act reasonably and diligently in making its decision to grant or deny

such request and will not unreasonably withhold, or unreasonably delay in responding to the request for, such consent or approval. In addition, in connection with "acting reasonably" the party so requested shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations. In every case wherein consent or approval is required, such consent or approval shall be obtained in writing prior to taking the action at issue.

(6) No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

(7) Severability. If any Section or provision of this Agreement, or any portion of any Section or provision, shall for any reason be held to be void, illegal or otherwise unenforceable, all other portions of this Agreement shall nevertheless remain in full force and effect.

E. Notices. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Live Nation at the address first above written, and

With a copy of any such notice to:

Live Nation Worldwide, Inc.  
Attn: Legal Dept – US Concerts  
9348 Civic Center Drive  
Beverly Hills, California 90210

if to the City at:

Tad Bowman and Jody Grossman  
Directors of Denver Arts & Venues or Designee  
1345 Champa Street  
Denver, Colorado 80204

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

F. Non-Waiver. A failure by either party to take any action with respect to any default

or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

**G. No Personal Liability.** No elected official, director, officer, agent or employee of the City nor any director, officer or employee of Live Nation, shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

**H. Representations and Warranties of Live Nation.** All required approvals have been obtained, and Live Nation has full legal right, power and authority to enter into and perform its obligations hereunder, and this Agreement has been duly executed and delivered by Live Nation, and constitutes a valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, by law or by general equitable principles.

**I. Compliance with All Laws.** Live Nation shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**J. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**K. Colorado Governmental Immunity Act.** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

**L. Taxes, Charges and Penalties.** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* Live Nation shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**M. Disputes.** All disputes between the City and Live Nation arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

**N. Legal Authority.** Live Nation represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Live Nation represents and warrants that he has been fully authorized by Live Nation to execute the Agreement on behalf of Live Nation and to validly and legally bind Live Nation

to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Live Nation or the person signing the Agreement to enter into the Agreement.

**O. Order Of Precedence.** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**P. Survival of Certain Provisions.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Live Nation's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**Q. Agreement As Complete Integration-Amendments.** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**R. Use, Possession or Sale of Alcohol or Drugs.** Live Nation shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

**S. Electronic Signatures and Electronic Records.** Live Nation consents to the use of electronic signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**[SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:** THTRS-202578934-00  
**Contractor Name:** LIVE NATION WORLDWIDE, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

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**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

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**REGISTERED AND COUNTERSIGNED:**

By:

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By:

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**Contract Control Number:** THTRS-202578934-00  
**Contractor Name:** LIVE NATION WORLDWIDE, INC.

Signed by:  
By:   
99CD10D6F2844BD...

Name: Brian Edelman  
(please print)

Title: LIVE NATION, PRESIDENT, ROCKIES REGION  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)