

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **AEG LIVE-ROCKY MOUNTAINS, LLC.**, a Delaware limited liability company, whose address is 930 West 7th Avenue, Denver, CO 80204 (“AEG Live”).

WITNESSETH:

WHEREAS, the City, through its Arts and Venues Denver Division (“AVD”) (formerly known as Theatres and Arenas Division), operates Red Rocks Amphitheatre, venues at the Denver Performing Arts Complex, and the Denver Coliseum; and

WHEREAS, the City and AEG Live entered into an Agreement dated December 29, 2009, as amended by that First Amendatory Agreement dated December 7, 2010 (the “Original Agreement”), to provide AEG Live and other promoters with an incentive to promote and book concerts and live events at the City’s venues, because of the resulting financial and other public benefits to the City and its residents of such bookings; and

WHEREAS, the City and AEG Live desire to amend the Original Agreement to provide for additional funding.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. All references to the “Agreement” in the Original Agreement and this Second Amendatory Agreement shall mean and include the Original Agreement and this Second Amendatory Agreement.

2. Section 4 of the Original Agreement, entitled “**FUNDING**”, is hereby amended to read as follows:

“SECTION 4: FUNDING. Payments to AEG Live 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 Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000.00). It is expressly understood and agreed that the obligation of the City to make any 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. AEG Live 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."

3. The following Section 10.12, entitled "Electronic Signatures and Electronic Records," is hereby added to the Agreement:

"10.12 Electronic Signatures and Electronic Records. AEG Live consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City 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."

4. As herein amended, the Original Agreement is affirmed and ratified in each and every particular.

(Remainder of page intentionally left blank)

Contract Control Number:

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 _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number:

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

