

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made 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 W. 7th Avenue, Denver, CO 80204 (“Contractor” and, together with the City, the “Parties”).

RECITALS

A. The City and Contractor entered into an Agreement dated January 13, 2014, as amended by an Amendatory Agreement dated January 27, 2015 (collectively, the “Agreement”) relating to incentives for promoting shows at City venues.

B. The City and Contractor wish to amend the Agreement to extend the term, increase the maximum compensation, and modify certain other provisions to remove the DPAC facilities from the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Recital A of the Agreement, is hereby amended to read as follows:

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

2. Section 1(B) of the Agreement, entitled “DPAC Facilities,” is hereby deleted its entirety and replaced with the following:

“B. Reserved.”

3. Section 4 of the Agreement, entitled “TERM,” is hereby amended to read as follows:

“TERM: The term of this Agreement shall commence on January 1, 2014 and end at midnight on December 31, 2016.”

4. The term extension is intended to provide Contractor with the opportunity to earn an incentive payment on account of shows promoted in 2016, not to permit an incentive payment based on shows promoted over the combined 3-year period. To that end, references in Section 1 of the Agreement to 2014 and 2015 are hereby amended to include 2016, to permit a commission payment on account of shows promoted in 2016 on the same terms and conditions as the 2014 and 2015 commission program.

5. The first sentence of Section 5 of the Agreement, entitled “FUNDING,” is hereby amended to read as follows:

“Payments to AEG 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 Four Million and No/100 Dollars (\$4,000,000.00), 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.”

6. Except as amended in this Amendatory Agreement, the Agreement is revived, affirmed, and ratified in each and every particular.

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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: THTRS-201313532-02

Contractor Name: AEG LIVE - ROCKY MOUNTAINS LLC

By:  _____

Name: BRENT FEDRIZZI
(please print)

Title: CO - PRESIDENT & COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

