

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado 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, authorized to conduct business in Colorado, with an address of 2043 York Street, Denver, Colorado, 80205 (“Live Nation”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 6, 2020 and an Extension Letter dated January 15, 2023, (collectively, the “Agreement”) to provide Live Nation with an incentive to promote and book concerts and live events at the Red Rocks Amphitheatre (“Red Rocks”), the Denver Coliseum (the “Coliseum”), and the Denver Performing Arts Complex (the “Arts Complex”), because of the resulting financial and other public benefits to the City and its residents of such bookings, and to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum contract amount listed in Section 5-Funding, update Section 9-No Discrimination in Employment and update Section 11-Payment of City Minimum Wage.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 5 of the Agreement entitled “**SECTION 5: FUNDING.**” is hereby deleted in its entirety and replaced with:

“**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 **TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$2,250,000.00)**, 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.”

2. Section 9 of the Agreement entitled “**SECTION 9: NO DISCRIMINATION IN EMPLOYMENT.**” is hereby deleted in its entirety and replaced with:

“**SECTION 9: NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under the Agreement, Live Nation may not refuse to hire, discharge, promote, demote, or 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. Live Nation shall insert the foregoing provision in all subcontracts.”

3. Section 11 of the Agreement entitled “**SECTION 11: PAYMENT OF CITY MINIMUM WAGE.**” is hereby deleted in its entirety and replaced with:

“**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 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.”

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

5. This Amendatory 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.

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Contract Control Number: THTRS-202472741-01 / THTRS-201952922-01
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:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202472741-01 / THTRS-201952922-01
LIVE NATION WORLDWIDE, INC.

By: DocuSigned by:
Brian Edelman
99CD10D6F2844BD... _____

Name: Brian Edelman
(please print)

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

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)