

## SECOND AMENDATORY AGREEMENT

This **SECOND 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, an Extension Letter dated January 15, 2023, and Amendatory Agreement dated April 3, 2024 (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.

**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 SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$2,675,000.00)**, 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. As herein amended, the Agreement is affirmed and ratified in each and every particular.

3. This Second 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** THTRS-202477231-02/THTRS-201952922-02  
**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-202477231-02/THTRS-201952922-02  
LIVE NATION WORLDWIDE, INC.

Signed by:  
*Brian Edelman*  
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)