

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AEG PRESENTS – ROCKY MOUNTAINS, LLC f/k/a 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, a Second Amendatory Agreement dated March 24, 2016, a Third Amendatory Agreement dated March 3, 2017, and a Fourth Amendatory Agreement dated February 15, 2018 (collectively, the “Agreement”) relating to incentives for promoting shows at City venues.

B. The City and Contractor wish to amend the Agreement to reinstitute a commission structure for certain qualifying events occurring at Arts and Venues facilities, to extend the term and increase the maximum compensation allowed pursuant to the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Recital A of the Agreement is hereby deleted in its entirety and replaced with the following:

“The City, through Arts & Venues Denver, operates the following entertainment facilities: Red Rocks Amphitheatre (“Red Rocks”), the Denver Coliseum (the “Coliseum”), the Buell Theatre, the Ellie Caulkins Opera House (the “ECOH”), and the Boettcher Concert Hall.”

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

“**DPAC Facilities**. The City will pay as a commission to Contractor twenty-five (25%) of the amount paid to the City by Contractor as rent for each Qualifying Event at the Buell Theatre, the Ellie Caulkins Opera House (the “ECOH”), or the Boettcher Concert Hall (each a “DPAC Facility” and collectively, the “DPAC Facilities”). With regard to the DPAC Facilities, a “Qualifying Event” shall mean any commercial event at a DPAC Facility during 2019 for which Contractor and the City have executed a city booking agreement and to which 750 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 750 or more tickets are sold shall constitute a Qualifying Event (days comprised solely of move in or move out activities shall not be counted). Concerts or events covered by a booking agreement to which any entity other than Contractor is a party shall not be a Qualifying Event. To be eligible for a commission in 2019, Contractor must book not less than five (5) 2019 Qualifying Events at the DPAC Facilities (in the aggregate). On or before a date thirty (30)

days following the final Qualifying Event in 2019, the City shall send to Contractor, at the address set forth in section 11.E below, a list of the 2019 Qualifying Events, the rent paid to the City by Contractor for each such event, and a warrant in the amount of the resulting promoter commission for 2019.”

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, 2019.”

4. The term extension is intended to provide Contractor with the opportunity to earn an incentive payment on account of shows promoted in 2019, not to permit an incentive payment based on shows promoted over the combined six-year period. To that end, references in Section 1 of the Agreement to 2014, 2015, 2016, 2017, and 2018 are hereby amended to include 2019, to permit a commission payment on account of shows promoted in 2019 on the same terms and conditions as the 2014, 2015, 2016, 2017, and 2018 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 Twelve Million Three Hundred Thousand and No/100 Dollars (\$12,300,000.00), 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 Fifth 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-201313532-05

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)

