

**AMWAY CENTER PROMOTER AGREEMENT  
WITH AEG LIVE SE, LLC**

This Amway Center Promoter Agreement ("Agreement") entered into effective as of October 1, 2010 ("Effective Date"), by and between AEG Live SE LLC ("AEG"), with an office at 1800 Australian Ave. So., Suite 201, West Palm Beach, Florida 33409 and the City of Orlando, Florida, acting through its Orlando Venues Department, whose business address is 400 West Church Street, Orlando, Florida 32801 ("Operator"). AEG and Operator may also be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, AEG is a leading national promoter of live music concerts and comedy events that will support the Operator's goal of maximizing the entertainment opportunities available to the community.

WHEREAS, Operator and AEG desire to enter into an agreement that encourages AEG to book and promote live music concerts, comedy events and other mutually approved entertainment events ("Events") at the Amway Center, 400 West Church Street, Orlando, Florida 32801, an indoor arena with a maximum concert capacity of approximately Twenty Thousand (20,000) persons ("Facility"). Any and all Events booked by AEG (or its Affiliates pursuant to Section 4) at the Facility shall be referred to individually as an "AEG Event," and collectively, as the "AEG Events."

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the sufficiency of which are hereby acknowledged, Operator and AEG agree as follows:

1. **Responsibilities of the Parties.** Operator and AEG shall each use their respective abilities and all commercially reasonable efforts to cause all AEG Events and their respective responsibilities related thereto to be carried out in a commercially reasonable manner. The Parties' individual responsibilities related to AEG Events shall be as follows:
  - (a) AEG will coordinate with Operator's Booking Office to book AEG Events at the Facility on a non-exclusive basis. AEG shall use commercially reasonable efforts to negotiate the acceptance by artist's representatives of the Use Fee set forth in Paragraph 5 of this Agreement. AEG as the promoter of the AEG Events will be responsible for those aspects of the AEG Events for which promoters in the North American concert business are typically responsible including entering into contracts with the artists, any required talent deposits, payments due for advertising, marketing, artist settlement, insurance, and, as necessary, coordinating and facilitating production requirements with Operator with respect to AEG Events. AEG shall be wholly responsible for all payments to artists and shall hold Operator harmless for any claims by the artist of nonpayment.

- (b) Operator will be responsible for providing Facility-related staffing and operational personnel, which include, without limitation, ticket takers, ushers, security, police, emergency medical, janitorial and box office personnel.
  - (c) As between Operator and AEG, Operator will be solely responsible for all day-to-day operations, maintenance, repair and upkeep of the Facility and making the Facility available to AEG on AEG Event days (including load-in and load-out).
2. **No Lease Created.** AEG's use of the Facility shall be licensed on an Event-by-Event basis; nothing contained herein shall be construed as creating a lease between Operator and AEG. It is understood and agreed that AEG Events may be subject to the terms and conditions of a corresponding Use Agreement as mutually agreed upon by the Parties. The Parties will enter into a standard Use Agreement for each AEG Event. In the event of a discrepancy between any Use Agreement and this Agreement, the terms and conditions of this Agreement shall prevail.

3. **Financial Terms.**

- (a) **Number of Events Held.** Operator and AEG agree that during any one year period, beginning October 1 through and including September 30, during the Term of this Agreement, the following payment formulas will be applied to calculate the promoter payment for AEG Events booked by AEG and actually held at the Facility between October 1 through and including September 30:
  - i. For AEG Events one (1) through ten (10), the Operator agrees to pay AEG Six Dollars (\$6.00) per ticket paid as shown on Operator's Amway Center Box Office Statement for each AEG Event, which is produced as part of the AEG Event Settlement between the Operator and AEG. For purposes of this Agreement, the term Amway Center Box Office Statement shall mean a record of the tickets sold from the manifest approved by the Parties. For purposes of this Agreement, the term "AEG Event Settlement" shall mean resolution of monies due or payable under the terms and conditions of the Use Agreement.
  - ii. For AEG Events eleven (11) through fifteen (15), the Operator agrees to pay AEG Seven Dollars (\$7.00) per ticket paid as shown on Operator's Amway Center Box Office Statement for each AEG Event, which is produced as part of the AEG Event Settlement between the Operator and AEG.
  - iii. For AEG Events sixteen (16) and greater, the Operator agrees to pay AEG Seven Dollars and Fifty Cents (\$7.50) per ticket paid as shown on Operator's Amway Center Box Office Statement for each AEG Event,

which is produced as part of the AEG Event Settlement between the Operator and AEG.

- iv. After the conclusion of the eleventh (11<sup>th</sup>) AEG Event booked by AEG and held, Operator agrees to pay AEG Live SE, LLC Twenty-Five Thousand Dollars (\$25,000.00) in addition to the per ticket calculations set forth in 3(a)i, ii and iii above, which sum shall be payable to AEG, pursuant to the terms and conditions contained in Paragraph 6 of this Agreement.
- v. After the conclusion of the sixteenth (16<sup>th</sup>) AEG Event booked by AEG and held, Operator agrees to pay AEG Live SE, LLC Fifty Thousand Dollars (\$50,000.00) in addition to the per ticket calculations set forth in 3(a)i, ii and iii above, which sum shall be payable to AEG, pursuant to the terms and conditions contained in Paragraph 6 of this Agreement.

(b) Outside Ticket Sales. Orlando Events Center Enterprise's (OECE) Ticketmaster Agreement will be utilized in connection with AEG Events. For AEG Events booked and held at the Facility, AEG will receive a promoter payment in the amount of One Dollar (\$1.00) per ticket for outlet, phone and Internet (excluding ticket kiosks) tickets sold through Ticketmaster distribution channels. Payment to AEG will be made directly by Ticketmaster to AEG.

(c) Venue Manifested Ticket Receipts. Operator will receive fifty percent (50%) and AEG will receive fifty percent (50%) of the venue manifested ticket receipts or a hospitality room value established by the Parties, which sum shall be payable to AEG, pursuant to the terms and conditions contained in Paragraph 6 of this Agreement. For the purposes of this Agreement, venue manifested ticket receipts shall mean the face value of the sold ticket (excluding service charges, fees and taxes). For hospitality rooms sold for an AEG Event, payment of fifty percent (50%) will be net of all taxes and commissions paid. For the purposes of this Agreement, the venue manifested areas and tickets and hospitality rooms for a standard end stage-180 degree Event include the following:

- i. Club Seats – 621 tickets
- ii. MVP Tables - 40 tickets
- iii. Club Level Hospitality Rooms –two rooms to be sold at an established value
- iv. Founders Level Hospitality Rooms-two rooms to be sold at an established value

(d) Complimentary Tickets Distributed by AEG from the Agreed to Manifested Capacity. Operator will pay AEG Two Dollars (\$2.00) per complimentary ticket

distributed by AEG from the manifested capacity agreed to when the Event is built (hereinafter "Complimentary Ticket(s)") and as shown in the documents produced in the AEG Event Settlement, when the number of Complimentary Tickets in attendance is two hundred (200) or greater. AEG will not receive any payment on Complimentary Tickets if the number of Complimentary Tickets in attendance is less than two hundred (200). The number of Complimentary Tickets in attendance for any AEG Event will be determined by the Operator's Attendance Report for the AEG Event, which will exclude any complimentary tickets provided for in the Use Agreement. This sum shall be payable to AEG pursuant to the terms and conditions contained in Paragraph 6 of this Agreement.

(e) Facility Fee Not Included. A Facility Fee has been established by Operator and its use is specifically reserved for repair and replacement of the Facility. The Facility Fee will not be considered in the calculation of any portion of the promoter payment.

4. Affiliate Events. Operator understands and acknowledges that from time to time, divisions, affiliates or subsidiaries of AEG Live LLC other than AEG ("Affiliates") may bring Event opportunities to the Facility and that such Events may require case-by-case negotiation with such Affiliates as to the financial and legal terms applicable thereto. Furthermore, for purposes of clarification, it is understood and agreed that this Agreement shall not apply to any Event promoted or produced by any Affiliates unless the Affiliate and the Operator specifically agree in writing that it applies.
5. Use Fee. The Parties agree that the Use Fee set forth in each Use Agreement for each AEG Event shall be as follows: AEG shall pay to the Operator an all-inclusive Use Fee that will be a minimum of Twenty-Five Thousand Dollars (\$25,000.00) or twenty five percent (25%) of net ticket receipts (ticket sales less admission tax), whichever is greater, capped at Sixty-Five Thousand Dollars (\$65,000.00) for each Event, plus all applicable taxes. Provided however, the Use Fee shall not include backstage catering, stagehands, in-house or support staff providing technical labor, advertising, credit card fees charged on box office sales, and any requests that exceed the standard level of staffing established by the Operator for the Facility (i.e. extra security, overnight security, etc). The Use Fee shall be remitted as part of each AEG Event Settlement.
6. Final Accounting and Promoter Payment. AEG Event Settlement shall occur on the night of each AEG Event pursuant to the Use Agreement. Within five (5) business days subsequent to each AEG Event, Operator will provide to AEG a final accounting and calculation of the promoter payment based on the terms and conditions of this Agreement. Any payment due to AEG as a result of this Agreement shall be sent to AEG, within five (5) business days subsequent to written agreement by AEG on the final accounting and calculation of the promoter payment,

by certified funds or business check via overnight delivery or by bank wire transfer once the final accounting and promoter payment has been approved by both Parties.

7. **Term.** The term of this Agreement shall commence on the Effective Date and unless terminated as set forth below, continue for a period of three (3) years and then automatically renew for successive additional one (1) year periods (the "Term").

(a) Following the one year anniversary of the Effective Date of this Agreement either Party shall have the option to terminate this Agreement, without cause, by providing the other Party notice, in writing, at least sixty (60) calendar days prior to the date of termination. The Executive Director of the Orlando Venues Department shall have the authority to provide such termination notice on behalf of the Operator. Any AEG Events confirmed prior to receipt of the termination notice by a Party shall be subject to the terms and conditions of this Agreement, regardless of the performance date of such AEG Events.

(b) If either Party fails to promptly and fully perform any material term or condition of this Agreement and such failure continues for thirty (30) calendar days after written notice from the non-defaulting Party, then the non-defaulting Party shall have the right to terminate this Agreement in addition to any other rights or remedies available in law or in equity to such Party.

(c) This Agreement may also be terminated by either Party if the other Party makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against the other party in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of companies, any court of competent jurisdiction assumes jurisdiction, custody or control of the other Party or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of forty-five (45) calendar days.

8. **Miscellaneous Provisions.**

(a) **Law Governing.** This Agreement and the obligations hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

(b) **Successor and Assigns.** This Agreement and all terms, provisions and conditions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

- (c) Entire Agreement and Modification. This Agreement and any applicable Use Agreements (subject to the provisions herein) contain the entire agreement between the Parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised or terminated except by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted.
- (d) Relationship of the Parties. The Parties are acting herein as independent contractors. Except as specifically authorized herein, nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the Parties and no Party will have the authority to bind the other in any respect. Each Party shall be solely responsible for all wages, income taxes, worker's compensation requirements and any other requirements for all personnel it supplies pursuant to this Agreement.
- (e) Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by facsimile (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such facsimile is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the Parties at the addresses set forth herein with a copy to AEG Live LLC, 5750 Wilshire Blvd, Suite 501, Los Angeles, California 90036; Attention: Legal Department..
- (f) Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.
- (g) Compliance with Laws. Each Party shall be responsible for complying with any and all applicable federal, state and local laws governing its respective obligations and activities conducted in connection with this Agreement. Each Party shall also be responsible for obtaining any and all necessary permits or governmental approvals required in connection with its own activities conducted pursuant to this Agreement.
- (h) Assignment. This Agreement or any part hereof may not be transferred, conveyed or assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, this Agreement or any part hereof may be assigned or transferred by AEG to an affiliate of AEG or any entity controlled by or under common control with AEG Live LLC or by Operator to an affiliate of

Operator or any entity controlled by or under common control with Operator without such prior written consent.

- (i) Authority. Each Party hereby represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of and is binding upon such party or its principals. Each Party warrants the respective undersigned's authority to execute this Agreement on its behalf.
- (j) Promoter and Rental Terms. Operator agrees that it will not provide to a third party promoter a more favorable promoter agreement for use of the Facility for any live music concert or live comedy events, specifically excluding sporting events, spectacles, and family shows, than is provided to AEG in connection with this Agreement. In the event Operator does enter into a more favorable promoter agreement, those terms shall also be extended immediately to AEG hereunder.

ACCEPTED and AGREED to as of the Effective Date.

City of Orlando, Florida, acting through the  
Orlando Venues Department

By: Allen Johnson

Name: Allen Johnson

Title: Executive Director

AEG Live SE, LLC

By: John Valentino

Name: John Valentino

Title: Sr. V.P.