

Amendment to Amway Center Promoter Agreement with AEG Live SE, LLC

This amendment (the "Amendment") is made by the **City of Orlando, Florida** ("Operator") and **AEG Live SE, LLC**, ("AEG") (collectively the "Parties") parties to the Amway Center Promoter Agreement between the parties dated October 1, 2010 (the "Agreement").

RECITALS

A. The Parties entered into an Amway Center Promoter Agreement (the "Agreement") dated October 1, 2010.

B. As set forth in the Recitals of the original Agreement, the Parties desire to continue promotion of AEG Live SE, LLC events at Amway Center.

C. The Parties agree that the first five years of the Agreement have been mutually beneficial for the Parties and they have agreed to continue their relationship with minor changes outlined below.

AGREEMENT

For and in consideration of the respective covenants and agreements of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

Part 1 Amendment to Financial Terms

Section 3 "Financial Terms" of the Agreement is amended as follows:

In Subsection 3(a)(i), the first sentence is deleted and replaced with the following:

"For Events one (1) 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 Event, which is produced as part of the Event Settlement between the Operator and AEG."

Subsection 3(a) (ii), is deleted in its entirety and replaced with the following:

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

Subsection 3(a) (iii), is deleted in its entirety and replaced with the following:

"After the conclusion of the eleventh (11th) Event booked by AEG and held, Operator agrees to pay AEG Live SE, LLC, Inc., Fifty Thousand Dollars (\$50,000.00) in addition to the per ticket calculation set forth in Subsections 3(a) (i) and 3(a) (ii) above, which sum shall be payable to AEG pursuant to the terms and conditions contained in Section 6 of this Agreement."

Subsection 3(a) (iv), is deleted in its entirety and replaced with the following:

"After the conclusion of the sixteenth (16th) Event booked by AEG and held, Operator agrees to pay AEG Live SE, LLC, Inc., Fifty Thousand Dollars (\$50,000.00) in addition to the per ticket calculation set forth in Subsections 3(a) (i) and 3(a) (ii) above, which sum shall be payable to AEG pursuant to the terms and conditions contained in Section 6 of this Agreement."

Subsection 3(a)(v), is deleted in its entirety.

Subsection 3(c) is deleted in its entirety and replaced with the following:

"Other Ticket Receipts. Operator will receive fifty percent (50%) and AEG will receive fifty percent (50%) of the ticket receipts of a suite or hospitality room value established by the Operator for those seats not included on the manifest (as determined by the Operator) referenced in Subsection 3(a). For the purposes of this Subsection 3(c), other ticket receipts shall mean the face value of the sold ticket (excluding service charges, fees and taxes). For suites or hospitality rooms sold for the Event, payment of fifty percent (50%) will be net of all taxes and commissions paid. For the purposes of this Section 3(c), the other tickets, suites and hospitality rooms for a standard end stage-180 degree Event include the following as of the Effective Date:

- I. Club Seats - 642 tickets
- II. MVP Tables - 40 tickets
- III. Bar – 26 tickets
- IV. Press – 40 tickets
- V. Chase Suites - two rooms to be sold at an established value
- VI. Club Level Hospitality Rooms - two rooms to be sold at an established value
- VII. Founders Level Hospitality Rooms - two rooms to be sold at an established value."

A new Subsection 3(f) is added and incorporated into the Agreement as follows:

"Additional Event Incentive. The Parties agree that based upon mutual agreement an additional fund capped at One Hundred Thousand Dollars (\$100,000.00) annually, beginning October 1 through and including September 30, during the Terms of this Agreement will be made available by the Operator to incentivize additional programming. This fund does not replenish during any one year period and any remaining funds will not rollover to the next year."

Part 2 Amendment to Use Fee

Section 5, is deleted in its entirety and replaced with the following:

"Use Fee. The Parties agree that the Use Fee set forth in each Use Agreement for each 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 Seventy Thousand Dollars (\$70,000.00) for a full house setup, plus all applicable taxes and 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 Fifty-Five Thousand Dollars (\$55,000.00) for a lower bowl only setup. 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 request 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 the Event Settlement. For the purpose of this Section 5, a full house set up are all events which require seating in the 200 level and a lower bowl setup are all events with seating in the Club Level and below only. Any concerts confirmed after the effective date of this agreement are subject to the terms contained in Section 5 of this amended Agreement.

Except as set forth in this Amendment, the Agreement shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the original Agreement, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have affixed their signatures as follows:

AEG Live SE, LLC, Inc:

Operator, City of Orlando, Florida:

BY _____
Title

Executive Director, Orlando Venues

Print Name

Allen Johnson

Print Name

DATE: _____

DATE: _____