

EXHIBIT A

01/11/10

LETTER OF AGREEMENT

AEG/TM TECHNOLOGY AGREEMENT

This Letter of Agreement sets forth the basic terms of the proposed transaction (the "Transaction") pursuant to which Anschutz Entertainment Group, Inc. ("AEG") will license the TM Host technology of Ticketmaster Entertainment, Inc. ("TM") and TM will provide AEG with transitional access to a branded white-label site on the Ticketmaster.com site. The parties will negotiate in good faith to enter into definitive agreements regarding the Transaction promptly following the execution hereof, provided that if the parties fail to enter into such definitive agreements, the terms of this Letter of Agreement shall be binding and effective in lieu of such definitive agreements so long as the Department of Justice ("DOJ") approves these terms as part of a remedy package acceptable to allow the merger between TM and Live Nation, Inc. (the "Merger") to close, and subject to and upon completion as of, that closing.

A. GENERAL TERMS.

1. The effectiveness of this Letter of Agreement and the closing of the Transaction (the "Closing") will be subject to, and under no circumstances can the Closing occur, until (a) confirmation from the DOJ that the terms of this Letter of Agreement form a part of a remedy that is acceptable to the DOJ to approve the Merger and (b) the closing of the Merger. In the event that the DOJ brings legal action to enjoin the closing of the Merger prior to the Closing, either party may terminate this agreement at any time by delivering written notice to the other. If DOJ allows the parties to proceed with the Merger subject to a proposed final Consent Judgment, this Transaction shall be a part of the remedy package provided that TM and Live Nation are not required to make material modifications to the Transaction in order to secure DOJ's agreement to allow the parties to proceed with the Merger.
2. The parties agree to take such further actions and execute such additional documents as reasonably necessary to effectuate the intent of the parties hereunder. In particular, the parties acknowledge that they are entering into this letter agreement without addressing in sufficient detail all of the matters that will be entailed in accomplishing the effective transition of AEG's ticketing to the branded white label arrangement contemplated hereunder. Accordingly, the parties agree that, in the absence of definitive agreements, they will cooperate in good faith to address such matters in a fashion which is fair and appropriate consistent with the intent of the parties and, where appropriate, past practice, to facilitate an effective transition by AEG of its ticketing to the new arrangement.
3. Upon the closing of the Transaction (the "Closing"), that certain Term Sheet between Ticketmaster L.L.C. ("TM LLC") and AEG, dated as of April 29, 2004,

as amended (the "Term Sheet"), will be amended to (a) provide that it will be terminated and of no further force and effect on the six-month anniversary of the Closing or such earlier date as the transition to the AEG Site (as defined below) is substantially complete (the "Transition Date") except with respect to those properties (venues, events or teams) which (i) are outside of the United States, Canada, Sweden or the U.K. or (ii) AEG expressly elects to continue operating under the Term Sheet as specified in writing by AEG not less than three months prior to the Transition Date (the "Excluded Properties"), (b) delete in their entirety (i) the second paragraph of Paragraph 2 of the Term Sheet, which provides that, subject to certain conditions, [REDACTED]

[REDACTED] and (ii) the second paragraph of Paragraph 3 of the Term Sheet, which provides, among other things, that [REDACTED]

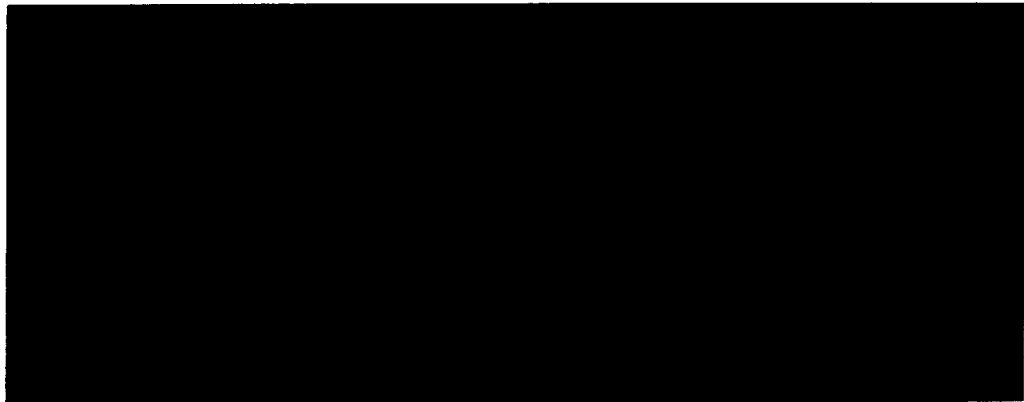
[REDACTED] and (c) provide that the fee structure for all ticketing provided under the Term Sheet in the U.S. and Canada will be pursuant to the fee structure set forth below in Section C.4 for those categories of properties described therein [REDACTED]

[REDACTED] All AEG-controlled ticketing ticketed pursuant to the Term Sheet in the U.S. and Canada (other than with respect to the Excluded Properties and the Non-Released Venues (as defined below)) will be governed by this agreement (rather than the Term Sheet) and will be transitioned to the AEG Site on the Transition Date. Further, AEG retains the right, upon 90 days prior written notice, to transition any or all of the Excluded Properties to the AEG Site. Upon the Transition Date, the Term Sheet will remain in effect with respect to the Excluded Properties (with the term thereof being extended to be co-terminus with the white label arrangement set forth below) and properties outside of the U.S., Canada, Sweden and the U.K., but will be of no further force and effect beyond such properties. The parties acknowledge and agree that as of the Closing the Term Sheet will be amended to provide that Section 36 (Termination Right) will be deleted from the Term Sheet and be of no further force or effect; provided that with respect to any Excluded Properties and other properties that continue to be governed by the Term Sheet AEG shall have the same early termination rights that it has below under the white label arrangement. [REDACTED]

4. Each of the venues ticketed pursuant to the Term Sheet immediately prior to the Closing that has a ticketing agreement directly with TM or its affiliates will have

the right to terminate such TM ticketing agreement effective at the Transition Date or any time thereafter prior to the first anniversary of the Transition Date upon the provision of 90 days prior written notice, subject to (a) the venue releasing TM from any further obligations under its agreement with TM (including any suite, club seat, advertising allowance or sponsorship arrangement) and (b) AEG (or the applicable venue owner) agreeing to pay to TM a pro rata portion of any signing bonus or any unrecouped advances or any other amounts owing to TM, any royalty payments. Each venue that makes such an election shall be referred to herein as a "Released Venue". Any such venue that does not make such an election to become a Released Venue (a "Non-Released Venue") will remain subject to the ticketing agreement with TM or its affiliates, and will no longer be ticketed pursuant to the Term Sheet and may not be transferred to the AEG Site.

5.



6.



7.





8.



9. TM acknowledges that following the Closing it has no ownership rights in AEG ticketing data and agrees that it will implement appropriate procedures, reasonably satisfactory to AEG, to ensure that such data will not be used by TM from and after the Closing (except to fulfill its obligations under the Term Sheet and this agreement).
10. AEG agrees that if AEG commences managing or providing venue support services to a venue with an existing ticketing agreement with TM or any of its affiliates, AEG will not interfere with such TM ticketing agreement, and such TM ticketing agreement will control and such venue may not be ticketed pursuant to the AEG Site until such time as such ticketing agreement with TM expires or is terminated. AEG agrees that if a venue or festival becomes an AEG Owned Property (as defined below), and such property is subject to an existing ticketing agreement with TM or any of its affiliates, TM consents to allow this agreement to supersede such existing TM ticketing agreement and apply to the ticketing of such property provided that (a) the venue releases TM from any further obligations under its agreement with TM (including any suite, club seat, advertising allowance or sponsorship arrangement) and (b) AEG pays to TM a pro rata portion of any signing bonus or any unrecouped advances or any other amounts owing to TM. AEG further agrees that if AEG holds an event at a third party venue that has an existing exclusive ticketing contract with TM, such TM ticketing agreement, and not the Term Sheet or this agreement, will apply to tickets covered by such TM ticketing agreement, except that AEG may ticket such events through this agreement, rather than the venue's TM ticketing agreement, in

the case of any venue where Live Nation or its affiliates following the Transition Date have presented shows which have not been ticketed through the venue's agreement with TM.

11. Effective upon the Closing, each party, on its own behalf and on behalf of all of its officers, directors, servants, stockholders, employees, agents, representatives, successors, assigns, parents, subsidiaries and affiliates (collectively, the "Releasing Party"), knowingly, voluntarily, unconditionally and forever releases, discharges, acquits, hold harmless and covenants not to sue the other party and each of its officers, directors, servants, stockholders, employees, agents, representatives, successors, assigns, parents, subsidiaries and affiliates (collectively, the "Released Party") of, from and for any and all amounts claimed to be owed, damages, as well as any and all incidental, special, consequential or punitive damages of every kind or nature whatsoever, and any and all actions, claims, demands, costs, liabilities, losses and expenses, known or unknown, accrued or unaccrued, actual or potential, suspected or unsuspected, fixed or contingent, that the Releasing Party has or may have, arising out of or in connection with the Term Sheet prior to the execution hereof. This release shall not apply to any claims either party may have in the future relating to the enforcement of this agreement or the Term Sheet relating to either (a) rights and obligations arising under such documents from and after the execution of this agreement or (b) payment obligations either party may have in connection with ticketing transactions that have occurred prior to the execution of this agreement but which have not yet been fully settled by the parties in accordance with the Term Sheet.

The parties acknowledge that they are familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The parties expressly, knowingly, and intentionally waive and relinquish any and all rights which they have under the provisions of Section 1542, and waive the provisions of Section 1542, as well as any other similar statute or common law principle under the laws of any other jurisdiction that may be deemed applicable. The parties further acknowledge that they may hereafter discover facts different from, or in addition to, those which they now know or believe to be true, and agree that, in such event, this Release shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof. The parties acknowledge that they separately bargained for the foregoing waivers.

B. CORE HOST TECHNOLOGY

1. At the option of AEG, exercisable by AEG by providing TM with written notice not later than the fourth anniversary of the date of the Closing, TM will grant to AEG a perpetual license of certain technology that TM or its affiliates currently use for its ticketing operations in the United States and Canada. The territory covered by the license is worldwide (subject to the rights that TM has granted to Ticketmaster Group Limited Partnership [REDACTED] and subject to the rights that TM has granted to Credit Union Center in Saskatoon [REDACTED] and subject to the rights that TM has granted third parties in China, Mexico, Central America and South America), except that in the case of any territory outside of the United States and Canada, AEG may not utilize the technology unless it has been installed in the U.S. as described in Section B.3. and TM has ticketing operations in such territory. In addition, for any use outside of the United States and Canada, AEG shall install such technology at its own cost and utilizing its own resources. Prior to the earlier of (i) five years from the Closing and (ii) full completion of the installation of the licensed software, neither this agreement nor the license may be assigned by AEG and the technology may not be sold by AEG; provided that, notwithstanding the foregoing, AEG may at any time transfer, directly or indirectly, this Agreement to an entity in which AEG continues to own a controlling interest, and this Agreement may be transferred as a part of the sale of AEG or all or substantially all of AEG's assets. Any transferee must assume, in writing, all of AEG's obligations and liabilities under this Agreement. For avoidance of doubt, after any transfer of this Agreement, AEG (or any successor thereof) shall retain no rights whatsoever hereunder, and any transfer of this Agreement shall include a transfer of all of AEG's (or its successor's) copies of any software, documentation or other materials provided hereunder. Neither AEG nor any direct or indirect transferee thereof has the right to grant any sublicenses under this Agreement. Neither AEG nor any direct or indirect transferee thereof has the right to permit any third party to use or operate the software licensed hereunder (except in the manner and to the extent currently permitted by TM to its ticketing clients, including AEG). AEG may terminate the license in its discretion at any time, and may elect, at its option, to use other ticketing technologies for its ticketing needs.
2. The software covered by the license described in Section B.1 above are the current versions (including any upgrades and enhancements thereto in effect as of the commencement of installation of the ticketing system and website) of:
 - Ticketmaster Classic Ticketing system (Host);
 - Ticketmaster.com full website package;
 - Access Management;
 - Payment processing and settlements;
 - PCI point of sale system (for phone and outlets).

TM represents that the above software constitutes all of the software currently utilized by TM in performing its services as a primary ticket seller for AEG.

3. TM will install a fully functional ticketing system and website in AEG's facilities limited to the following:
 - TM will provide recommendations for the infrastructure to host and manage the licensed technology. This includes specific networking, hardware requirements, database requirements, bandwidth, OS, software/middleware needs and detailed security specifications. TM will also provide information regarding practices for managing code, development and deployment of new features.
 - TM will configure and test the system (end to end testing, including UAT).
 - TM will deliver a complete set of software code and documentation.
 - AEG will at its own cost provide all space, networking equipment, hardware and system software.
 - AEG will provide all staffing required for systems operations, field, call center and outlet support
 - TM will train the AEG employees to operate and support the system.
 - TM will provide additional onsite and remote support as requested by AEG up to 1,000 hours a month for the first 6 months of the installation. Additional support above this level will be charged at \$■ per hour.
 - TM will train AEG staff on the code necessary to do independent changes and release.
 - TM man-month resources provided will be 102 for installation and 153 for training and documentation.
 - AEG will pay TM a one time fee of \$■ for the above upon completion.
4. Following installation AEG may make such changes to the licensed software as it chooses.
5. TM shall not be responsible for delays or failures in performance under the license set forth in this Section B to the extent that it shall be hindered in its performance by any act of God, civil commotion, application of any law or regulation or other act of any governmental officer or personnel, labor dispute, or any other occurrence beyond its reasonable control. TM disclaims all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. AEG shall indemnify TM and hold it harmless from and with respect to any loss, damage, cost or expense (including reasonable attorneys' fees) arising out of or in connection with any claim by any third party relating to any use or other exploitation by or for AEG, any successor thereto or any affiliate of any of the software licensed under this Section B. AEG shall not disclose the confidential information consisting of or relating to the software licensed under this Section B

except to its employees who require access thereto for AEG to exercise its rights granted hereunder. AEG shall not use such confidential information except as necessary to exercise its rights granted hereunder. AEG's confidentiality obligations under this Section B.6 shall survive any termination or expiration of the license granted pursuant to this Section B and shall remain fully enforceable thereafter.

C. BRANDED WHITE LABEL SITE

1. For a period of five years (subject to Section C.8 below) commencing upon the Transition Date, AEG will have its own branded site (the "AEG Site") on the primary TM technology platform (including any upgrades and enhancements thereto in effect during the term), for events in the U.S. and Canada and, if applicable under Section A.8 above, select international markets, operated by TM and/or its affiliate on behalf of AEG with the following basic services:

- The AEG Site will have a look and feel as determined by AEG with the branding of AEG; provided that AEG may request multiple pages within the AEG Site with the branding of venues, events or teams ticketed by AEG pursuant to the AEG Site.
- AEG events will be posted on the TM.com site.
- Access to the AEG Site by consumers will be direct from the AEG.com site or directed via the TM.com site.
- All transactions will be made through the AEG Site and all payment processing will be done by TM through AEG credit card vendor accounts with funds being deposited direct into the AEG bank accounts designated by AEG for each of its properties ticketed under this arrangement. The proceeds processed through the AEG credit card vendor accounts will include all amounts charged to consumers, including tickets, convenience fees, processing fees and similar fees. TM shall provide an accounting for deposits for each merchant account in a reasonable amount of detail and shall work with AEG to reconcile any differences or discrepancies promptly; such accounting shall be provided in a manner that corresponds in frequency to the credit card settlements.

- TM will provide Access Management software to the AEG venues under customary and appropriate licensing terms.
- TM will give AEG staff access to its box office tools for building events, selling events and reporting under customary and appropriate licensing terms.
- TM will continue to provide the service of building events for AEG as it has done under the current agreement.

- TM will provide full end to end testing of AEG Site (including software, UAT, load testing and security testing).
- TM will provide Tier 2 tech support to AEG.
- TM will agree to host the AEG Site in a manner consistent with TM's hosting of the TM.com site and in accordance with customary and usual service level commitments to be negotiated in good faith by the parties.
- TM will provide venue hardware for new installations and replacements in a manner customarily provided by TM to AEG and other ticketing clients; provided that if the venue for which such hardware is provided is no longer ticketed on the AEG Site for any reason within five years of the date of such installation or replacement, AEG at its election will either (a) reimburse TM [REDACTED] or (b) sell the hardware to TM [REDACTED]

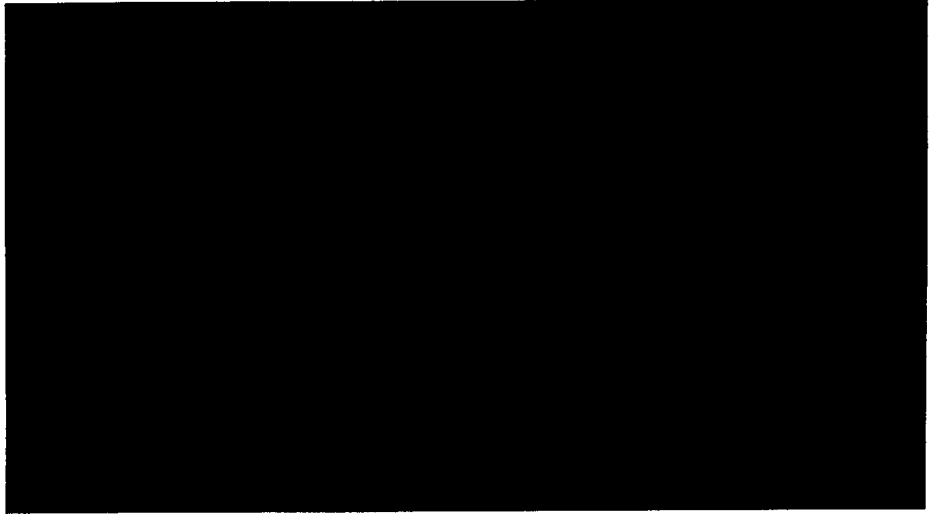
2. AEG will have the right, but not the obligation, to use the AEG Site for ticketing for all venues, teams and events covered under the terms of the Term Sheet other than the Excluded Properties and the Non-Released Venues, including without limitation:
 - All AEG Owned Properties as defined below.
 - All AEG Managed Buildings as defined below.
 - All AEG Hybrid Buildings as defined below.
3. This arrangement shall be non-exclusive (with respect to both primary and secondary ticketing) and AEG shall reserve the right at any time during the term to transition individual properties, or groups of properties, to an alternative ticketing system; provided that AEG shall provide no less than [REDACTED] days prior written notice to TM prior to any such transition; provided further that once AEG transitions any property or group of properties away from the AEG Site, such property or group of properties can only be returned to the AEG Site if AEG determines, in good faith, that such other system did not perform reasonably satisfactory and AEG agrees to bear all costs associated with the transition of such property or properties back to the AEG Site and AEG elects to transition such property or properties back to the AEG Site within [REDACTED] days of the date that AEG transitioned such property from the AEG Site and transitions such property or properties back to the AEG Site within [REDACTED] days of the date that AEG transitioned such property from the AEG Site. In addition AEG may terminate this ticketing arrangement at any time during the Term by providing no less than [REDACTED] months prior written notice to TM.
4. The fees payable by AEG to TM for the services in Section C.1 above will be the fees set forth below for each for each ticket sold, printed, provided, or produced

or distributed by or through the AEG Site or by TM via the means set forth below in the U.S. or Canada. For the sake of clarification, no fees shall be payable for tickets sold (a) through the box office or (b) sold as season or subscription sales through Archtics. AEG will account for and pay such fees to TM monthly within 30 days following the end of each month. [REDACTED]

	Yrs [REDACTED] (\$)	Yrs [REDACTED] (\$)	Yr [REDACTED] (\$)
FEES FOR SALES VIA INTERNET			
AEG Owned Properties*	[REDACTED]	[REDACTED]	[REDACTED]
AEG Managed Buildings	[REDACTED]	[REDACTED]	[REDACTED]
Current AEG Hybrid Buildings	[REDACTED]	[REDACTED]	[REDACTED]
Future AEG Managed Buildings	[REDACTED]	[REDACTED]	[REDACTED]
All other AEG ticketing clients	[REDACTED]	[REDACTED]	[REDACTED]
FEES FOR SALES VIA PHONE OR OUTLET			
Phone Sales	[REDACTED]	[REDACTED]	[REDACTED]
Outlet Sales	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

“AEG Owned Properties” shall mean each venue or festival in the United States, Canada, Sweden or the U.K. in which AEG has an Ownership Interest (as defined below) and exclusive ticketing rights. AEG shall be deemed to have an “Ownership Interest” in a venue or festival where AEG or its affiliates:



A list of all AEG Owned Properties as of the date hereof is attached as Exhibit A hereto and AEG represents and warrants that each property listed on Exhibit A, except for [REDACTED] meets the definition of "AEG Owned Property"; provided that such list is not intended to be limiting and any future AEG Owned Properties shall be subject to the same terms and conditions as those on the list; provided that the fees for any tickets sold at such additional properties in excess of the "Future Owned Properties Cap" (as defined below) shall be those set forth above for "Current AEG Managed Buildings". The "Future Owned Properties Cap" shall be equal to [REDACTED] for year one, [REDACTED] for year two, [REDACTED] for year three, [REDACTED] for year four and [REDACTED] tickets for year five.

"AEG Managed Building" shall mean each venue in the United States, Canada, Sweden or the U.K. for which AEG or its wholly-owned subsidiaries have a management contract pursuant to which AEG or its wholly-owned subsidiaries control and exercise all or substantially all aspects of the management of the venue, including without limitation exclusive rights to ticket events at such venue. A list of all AEG Managed Buildings as of the date hereof is attached as Exhibit B hereto ("Current AEG Managed Buildings") and AEG represents and warrants that, except for [REDACTED], each venue listed on Exhibit B meets the definition of "AEG Managed Building". Any future AEG Managed Buildings not on Exhibit C ("Future AEG Managed Buildings") may be ticketed on the AEG Site and will, except as set forth below, be subject to the fees set forth above for Future AEG Managed Buildings; provided that no venue (other than an AEG Owned Property) shall be ticketed on the AEG Site at any time during which such venue has in effect a ticketing agreement with TM or any of its affiliates. During the first [REDACTED] years of the term, AEG may designate up to three buildings of the six buildings listed on Exhibit D hereto as Future AEG Managed Buildings which would, notwithstanding the foregoing, be ticketed on the AEG Site at the fees set forth above for Current AEG Managed Buildings (the "Grandfathered Management Deals"). The

Grandfathered Management Deals must meet the criteria above for AEG Managed Buildings.

“Current AEG Hybrid Buildings” means those buildings listed on Exhibit C hereto .

5. TM shall be responsible for initial site design and set up of the AEG Site at no charge to AEG. In addition, TM shall pay a \$ [REDACTED] allowance to AEG as compensation for marketing, development and other transitional expenses to be incurred by AEG in transitioning to the AEG Site. Other than the fees expressly set forth in this Section C, there shall be no additional charges or incremental costs applied by or otherwise receivable to TM directly or indirectly for the installation, maintenance or support of the AEG Site during the term of its operation.
6. During the term of the AEG Site, TM will license to AEG its proprietary Archtics software for use by AEG with the sports teams that are owned by AEG or that play in AEG Owned Properties, AEG Managed Buildings or AEG Hybrid Buildings under customary and appropriate licensing terms. The license fee will be waived for sports teams that are owned by AEG or its affiliates. The license fee and other terms for teams not owned by AEG will be negotiated separately by TM and the applicable team.
7. TM will cooperate with AEG in transitioning its ticketing operations for the applicable venues to the AEG Site, including without limitation in connection with linking customers from the ticketmaster.com site to the AEG Site. TM will make available any AEG venue and event information page listing and properly redirect venue clicks to AEG Site.
8. Notwithstanding Section C.1 above, the term of the AEG Site will end promptly following completion of the software installation as described in Section B above.
9. TM shall continue to provide all services and support currently being provided to AEG venues, events and teams under the Term Sheet. TM shall not be obligated to provide the following:
 - Services relating to the settlement of ticketing proceeds among venues, promoters and other rights holders;
 - Venue Hardware beyond that customarily provided by TM to AEG and other ticketing clients;

D. MISCELLANEOUS.


1. The terms and conditions described in this Letter of Agreement including its existence shall be confidential information and shall not be disclosed to any third party. Notwithstanding the foregoing, the parties acknowledge that the proposed Transaction is of interest to the United States Department of Justice (the “DOJ”)

and certain other regulatory agencies (including without limitation the United Kingdom Competition Commission, the Canadian Competition Bureau, and certain state attorneys general) (the "Other Regulatory Agencies"), in the context of their respective on-going antitrust investigations of the proposed merger between Ticketmaster and Live Nation, Inc. (the "Merger") and, therefore, agree that either party shall be permitted, without the consent of the other, to disclose to the DOJ or, upon the request of any Other Regulatory Agency, to such Other Regulatory Agency, the terms and conditions of this agreement.

2. The parties each shall be solely responsible for and will bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants and other advisors, incurred at any time in connection with pursuing or consummating the definitive agreement(s) and the transactions contemplated thereby.
3. This Letter of Agreement shall be governed by the laws of the State of California.
4. This Letter of Agreement, together with the letter agreement entered into concurrently herewith between AEG and Live Nation Worldwide, Inc., constitutes the entire agreement between TM and AEG with respect to the transactions contemplated herein. This Agreement shall not be amended except by a writing executed by both parties. TM reserves all rights not expressly granted hereunder.

Confirmed and agreed to as of the 11th day of January, 2010.

TICKETMASTER ENTERTAINMENT, INC.

By: 
Name: IRVING LAZOFF
Title: CEO

ANSCHUTZ ENTERTAINMENT GROUP, INC.

By: _____
Name: _____
Title: _____

and certain other regulatory agencies (including without limitation the United Kingdom Competition Commission, the Canadian Competition Bureau, and certain state attorneys general) (the "Other Regulatory Agencies"), in the context of their respective on-going antitrust investigations of the proposed merger between Ticketmaster and Live Nation, Inc. (the "Merger") and, therefore, agree that either party shall be permitted, without the consent of the other, to disclose to the DOJ or, upon the request of any Other Regulatory Agency, to such Other Regulatory Agency, the terms and conditions of this agreement.

2. The parties each shall be solely responsible for and will bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants and other advisors, incurred at any time in connection with pursuing or consummating the definitive agreement(s) and the transactions contemplated thereby.
3. This Letter of Agreement shall be governed by the laws of the State of California.
4. This Letter of Agreement, together with the letter agreement entered into concurrently herewith between AEG and Live Nation Worldwide, Inc., constitutes the entire agreement between TM and AEG with respect to the transactions contemplated herein. This Agreement shall not be amended except by a writing executed by both parties. TM reserves all rights not expressly granted hereunder.

Confirmed and agreed to as of the 11th day of January, 2010.

TICKETMASTER ENTERTAINMENT, INC.

By: _____
Name: _____
Title: _____

ANSCHUTZ ENTERTAINMENT GROUP, INC.

By: Timothy J. Keiveler
Name: Timothy J. Keiveler
Title: CEO & President

EXHIBIT A

AEG OWNED PROPERTIES

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
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- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

EXHIBIT B

AEG MANAGED BUILDINGS

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

EXHIBIT C

CURRENT AEG HYBRID BUILDINGS

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

EXHIBIT D

POTENTIAL FUTURE AEG MANAGED BUILDINGS

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

FIRST AMENDMENT TO LETTER OF AGREEMENT

AEG/TM TECHNOLOGY AGREEMENT

THIS FIRST AMENDMENT TO LETTER OF AGREEMENT - AEG/TM TECHNOLOGY AGREEMENT ("Amendment") is entered into as of January 22, 2010, by and between Ticketmaster Entertainment, Inc. ("TM") and Anschutz Entertainment Group, Inc. ("AEG"), with reference to the following facts:

A. TM and AEG entered into that certain LETTER OF AGREEMENT - AEG/TM TECHNOLOGY AGREEMENT dated as of January 11, 2010 (the "LOA") pursuant to which pursuant to which AEG will license the TM Host technology of TM and TM will provide AEG with transitional access to a branded white-label site on the Ticketmaster.com site.

B. TM and AEG hereby desire to revise Section C.2. of the LOA to provide additional clarity regarding such Section as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. Defined Term(s). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the LOA.

2. Section C.2. Section C.2. of the LOA is hereby modified to read in its entirety as follows:

2. AEG will have the right, but not the obligation, to use the AEG Site for ticketing for all venues, teams and events covered under the terms of the Term Sheet other than the Excluded Properties and the Non-Released Venues, including without limitation:


- All AEG Owned Properties as defined below.
- All AEG Managed Buildings as defined below.
- All AEG Hybrid Buildings as defined below.

The categorization of venues in this agreement as AEG Owned Properties, AEG Managed Buildings, AEG Hybrid Buildings, and "other AEG ticketing clients" is solely for the purpose of determining fees payable by AEG to TM for the services in Section C.1 above and does not imply any limitation on (a) the venues to which AEG may offer contracts for ticketing services, or (b) the prices or terms that AEG may offer such venues.

3. Conflicting Terms. In the event a conflict arises between this Amendment and the terms and conditions of the LOA, the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

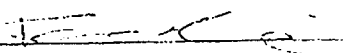
Ticketmaster Entertainment, Inc.

By: 

Name: Chris Riley

Date: January 23, 2010

Anschutz Entertainment Group, Inc.

By: 

Name: Ted Fikse

Date: January 23, 2010