2013 PERMIT AND OPERATING AGREEMENT

by and between the

CHICAGO PARK DISTRICT,

and

LIVE NATION CHICAGO, INC.

dated as of

June ___, 2013
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2013 PERMIT AND OPERATING AGREEMENT

THIS 2013 PERMIT AND OPERATING AGREEMENT ("Agreement") dated as of June ____, 2013, by and between CHICAGO PARK DISTRICT, a municipal corporation organized and existing pursuant to 70 Ill. Comp. Stat. 1505/1 et seq. ("CPD") whose current address is 541 North Fairbanks, Chicago, Illinois 60611 and LIVE NATION CHICAGO, INC. f/k/a Rosemont Consulting, Inc., a Delaware corporation whose current address is 233 North Michigan Avenue, Suite 2700, Chicago, Illinois 60601 ("Operator").

RECITALS

A. CPD owns Northerly Island (as defined herein).

B. CPD issued a request for proposal for the design, construction, management, operation, maintenance and promotion of a special event and entertainment facility at Northerly Island and surrounding area to further the following general goals and objectives (collectively, the "CPD Goals"):

1. To maximize the utilization of the Facility (as defined herein) and its revenue-generating capacity;

2. To minimize the costs to the CPD of constructing and operating the Facility;

3. To produce a mix of events appealing to all segments of the local and regional population including, but not limited to, the following: concerts; family shows; trade shows; civic events; meetings; cultural and theatrical events; and corporate events;

4. To stimulate the economy of the City;

5. To meaningfully involve all segments of the City in the employment and business opportunities which arise as a direct or indirect consequence of the operations of the Facility;

6. To operate a greener, more eco-friendly Facility by minimizing negative environmental impact;

7. To ensure all Facility and Operator staff are properly trained and all services delivered pursuant to this Agreement are rendered in a professional and courteous manner.

C. Operator and the CPD had previously entered into that certain Permit and Operating Agreement dated June 24, 2005 as amended ("2005 POA") pursuant to which Operator designed, constructed, managed, operated, maintained and promoted the Facility;

D. The 2005 POA has terminated pursuant to its terms.
E. Operator and the CPD had previously entered into that certain Permit and Operating Agreement dated March 9, 2011 as amended ("2011 POA") pursuant to which Operator designed, constructed, managed, operated, maintained and promoted the Facility;

F. The 2011 POA has terminated pursuant to its terms.

G. Operator responded to the CPD’s request for proposal and indicated that it has specialized knowledge, expertise and experience in the design, construction, management, operations, maintenance and promotion of special event and entertainment venues such as the Facility.

H. CPD desires that Operator design and construct, or cause to be designed and constructed, the Facility on the Site (as defined herein).

I. CPD desires to grant permission to the Operator to use the Facility and the Operator desires to use the Facility upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS; CONSTRUCTION OF FACILITY

1.1 Definitions.

"2005 POA" shall have the meaning set forth in the Recitals.

"2011 POA" shall have the meaning set forth in the Recitals.

"ADA" shall mean the Americans with Disabilities Act and related local, state and federal laws.

"Affiliate" shall mean an affiliate, subsidiary, parent, director, officer, commissioner, superintendent, employee, stockholder, member or owner of a party hereto.

"Agreement" shall have the meaning set forth in the Preamble.

"Amusement Tax" shall mean the City’s amusement tax set forth in Section 1-156 of the Municipal Code of the City, as amended, and other similar taxes as may be in effect from time to time.

"Architect" shall have the meaning set forth in Section 1.2.1.
"Attendance Fee" shall mean the payment, if any, to be paid by the Operator to the CPD pursuant to Section 3.6.

"ATMs" shall mean automatic teller machines and similar devices.

"Audit" shall have the meaning set forth in Section 20.2.

"Authorized Representative" shall mean (i) with respect to the CPD, the employees or agents of the CPD identified on Schedule 1.1 hereto and any other employee or agent of the CPD designated as its "Authorized Representative" from time to time in writing by the General Superintendent, and (ii) with respect to the Operator, the employees or agents of the Operator identified on Schedule 1.1 hereto and any employee or agent of the Operator designated as its "Authorized Representative" from time to time in writing.

"Bandshell" shall mean the portable buildings, trailers, kiosks, stage structure, improvements, fixtures, seating and such other portions of the Facility which by design are capable of being dismantled and reassembled; all as more particularly described and/or depicted on Exhibit A.

"Base Annual Use Fee" shall have the meaning set forth in Section 3.1.

"Booking Policy and Marketing Plan" shall have the meaning set forth in Section 18.3.1.

"Booking and Scheduling" shall have the meaning set forth in Section 18.1.1.

"Capital Equipment Rental Agreement" shall mean any lease or other agreement which the Operator (or any of its Affiliates) may enter into in connection with leasing or renting the Rental Capital Equipment.

"Capital Improvements" shall have the meaning set forth in Section 12.1.

"Capital Improvement Program" shall mean a Capital Improvement Program developed by the Operator and the CPD to address and prioritize the Capital Improvement needs of the Venue.

"Casualty" shall mean fire, explosion, windstorm or any other casualty which is covered by an "all-risk" policy of property and casualty insurance.

"Cause" shall mean any Operator Default.
"Certificate of Occupancy" shall mean a certificate of occupancy issued by the City Building Department or a similar certificate issued by any other applicable Governmental Authority.

"City" shall mean the City of Chicago and all of its agencies and departments, including the Police Department, the Fire Department, the Chicago Department of Transportation and the Office of Emergency Communications.

"Communication" shall have the meaning set forth in Section 27.17.

"Concession and Retail Services" shall have the meaning set forth in Section 16.1.1.

"Concessionaire" shall any Person that provides Concessions or Merchandise and related services at the Venue.

"Concessions" shall mean all food or beverages provided or sold to Event Patrons.

"Condemnation" shall mean the exercise of the power of eminent domain, whether by formal condemnation proceedings or by purchase under threat of exercise of the power of eminent domain.

"Confirmed Public Sector Event" shall have the meaning set forth in Section 8.2.5.

"Constitutional Obligations," shall mean the obligations, duties, limitations and restrictions imposed on Governmental Authorities under the Constitution of the United States or the Constitution of the State of Illinois.

"CPD" shall have the meaning set forth in the Preamble.

"CPD Code" shall mean the Code of the Chicago Park District, as amended from time to time.

"CPD Default" shall have the meaning set forth in Section 24.1.2.

"CPD's Disapproval Notice" shall have the meaning set forth in Section 18.3.3.

"CPD Document Deliveries" shall have the meaning set forth in Section 2.2.
"CPD Event Standards and Policies" shall mean the CPD's standards and policies with respect to Events to be held at the Venue, as such standards and policies may be developed, implemented, amended, or supplemented from time to time upon reasonable prior written notice to Operator.

"CPD Goals" shall have the meaning set forth in the Recitals.

"CPD Misuse" shall mean any negligent act or omission or willful acts of the CPD, or the CPD's employees, representatives, volunteers, agents, independent contractors, invitees, Public Sector Event Patrons, which result in damage, or necessitate repairs, to the Venue.

"CPD Reserved Use Rights" shall have the meaning set forth in Section 8.1.

"Development Agreement" shall mean the scope of work submitted by Operator in conjunction with its Right of Entry Permit between CPD and Operator with respect to the development, redevelopment, design, and construction of the Venue.

"Development Costs" shall mean the lesser of (i) $4,000,000 million dollars and (ii) the actual, out of pocket costs and expenses paid by the Operator to design and construct the Facility under the Development Agreement and as depicted on the Exhibits hereto.

"Disabled Patrons" shall mean patrons or potential patrons of the Venue who require special seating and access as required by ADA or other applicable law because of a physical handicap or disability.

"Dismantling" shall have the meaning set forth in Section 11.1.

"Early Termination Payment" shall be an amount equal to the unamortized balance of the Development Costs amortized on a straight-line, non-interest bearing basis over a period commencing with June 1, 2013 and continuing through December 31, 2022. By way of example, if the Agreement is terminated pursuant to Section 6.2.2 in year (3) of the Initial Term and the Development Costs were One Million Dollar ($1,000,000.00), then the Early Termination Payment would be Seven Hundred Thousand ($700,000.00). The Early Termination Payment shall be calculated as of the earliest of the following: (i) the date upon which this Agreement is terminated by the CPD pursuant to Section 6.2.2 [For Convenience] or Section 6.2.3 [Insufficient Appropriations], and (ii) the date upon which this Agreement is terminated by either party pursuant to Section 6.2.4 [Eminent Domain].

"Economic Disclosure Statement" shall mean an economic disclosure statement which the CPD may provide the Operator.
"Entertainment Tax" shall mean any taxes applicable solely to the property or business of entertainment companies or admission to entertainment events as in effect from time to time.

"Environmental Laws" shall mean all federal, state, district, and local laws, rules, regulations, ordinances, permits, orders, writs, injunctions, judgments and consent decrees relating to health, safety, hazardous substances, pollution and environmental matters, as now or at any time hereafter be in effect, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contamination, chemicals, or hazardous, toxic or dangerous substances, materials or wastes in the environment (including, without limitation, ambient air, surface water, land surface or subsurface strata) or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials. Without limiting the generality of the foregoing, "Environmental Laws" shall encompass each of the following statutes and the regulations promulgated thereunder, in any similar applicable state, or local law, rule or regulation, each as amended (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (ii) the Solid Waste Disposal Act, (iii) the Hazardous Materials Transportation Act, (iv) the Toxic Substances Control Act, (v) the Clean Water Act, (vi) the Clean Air Act, (vii) the Safe Drinking Water Act, (viii) the National Environmental Policy Act of 1966, (ix) the Superfund Amendments and Reauthorization Act of 1986, (x) Title III of the Superfund Amendments and Reauthorization Act, (xi) the Federal Insecticide, Fungicide and Rodenticide Act, and (xii) Provisions of the Occupational Safety and Health Act of 1970 relating to the handling of and exposure to Hazardous Materials.

"Environmental Loss" shall mean all liabilities, equitable remedies, losses, costs, demands, penalties, expenses, fees (including, but not limited to reasonable attorneys' fees and the costs of investigation and litigation), fines, damages, taxes, judgments, orders, directives, reporting costs, environmental investigation costs, environmental remediation costs, and costs to respond to inquiries or demands of Governmental Authorities regarding any Environmental Law, which are incurred to comply with Environmental Laws or as a result of a violation of or non-compliance with an Environmental Laws.

"Ethics Code" shall have the meaning set forth in Section 9.14.

"Event" shall mean an event or activity to be held at the Venue.

"Event Patrons" shall mean those individuals who attend an Event as a spectator.

"Event Season" shall mean May 1st through October 31st of each year, provided that the Parties may extend or shorten the Event Season by mutual written agreement. The Event Season for 2013 will be June 1, 2013 through October 31, 2013.

"Event Use Fee" shall mean a use fee or other charge which the CPD may impose on any attendee or user of the Venue in connection with an Operator Event which is not open to the general public and for which Tickets are not sold (e.g. company XYZ holds a company
picnic or sponsors a concert for its employees or customers and the Venue is not open to the general public); which fee shall initially be the amount of (i) $15,000 for such Operator Event held by a 501(c)(3) not-for-profit organization or entity and (ii) $30,000 for such Operator Event held by any other organization or entity, and, upon mutual agreement (not to be unreasonably withheld), the parties may change such fee.

"Exempt Ticket" shall mean any Ticket designated as an Exempt Ticket pursuant to either Section 3.3.2 or Section 3.3.3.

"Existing Environmental Condition" shall have the meaning set forth in Section 26.3.

"Express Parking Pass" shall have the meaning set forth in Section 3.4.1.

"Express Parking Pass Fees" shall have the meaning set forth in Section 3.4.1, but shall not be applicable to any portion of the Parking Allotment.

"Facility" shall mean that certain special event and entertainment facility at the Site as designed and constructed by Operator pursuant to the terms of Section 1.2 with all related infrastructure, systems improvements, and landscaping, and together with all Capital Improvements and modifications made thereto in the future; provided, however that the Parking Facilities, any bulkheads and, to the extent located outside of the Venue, any drives or walkways, shall not be part of the Facility.

"Fiscal Year" shall mean January 1st to December 31st.

"Flash Settlement Report" shall have the meaning set forth in Section 20.1.

"GAAP" shall mean generally accepted accounting principles, consistently applied.

"General Superintendent" shall mean the general superintendent of the CPD or his Authorized Representative.

"Governmental Authority" shall mean any federal, state or local governmental authority, unit, district or entity or any agency, division or department thereof, including, but not limited to, the State of Illinois, the City and the CPD.

"Gross Concession Revenue" shall mean any and all revenue generated directly from the sale of Concessions at Operator Events minus applicable Sales Tax.
“Gross Concession Revenue Fee” shall have the meaning set forth in Section 3.5.

“Hazardous Materials” shall mean any hazardous, toxic or dangerous substance material and waste, including, without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, biological substances, polychlorinated biphenyls, pesticides, herbicides and any other kind and/or type of pollutants or contaminants (including, without limitation, materials which include hazardous constituents), sewage, sludge, industrial slag, solvents and/or any other similar substances, materials or wastes that are or become regulated under any Environmental Law (including without limitation, any that are or become classified as hazardous or toxic under any Environmental Law).

“Health and Safety Capital Improvements” shall have the meaning set forth in Section 12.1.

“Illinois Human Rights Act” shall have the meaning set forth in Section 9.12.

“Initial Term” shall have the meaning set forth in Section 6.1.

“Instant Live Recordings” shall mean right to broadcast, transmit, distribute, disseminate, photograph, film, tape, and record any part of an Operator Event or related activities whether through radio, television, satellite, cable, internet, video streaming, film, videotapes, records, audio tapes, MP3s, CDs, DVDs, or other mediums, methods and forms, whether presently existing or hereafter developed which are produced at the Operator Event: and done as part of Operator’s (or its Affiliate’s) “Instant Live” business; provided, that, except in the case of use by an artist, Instant Live Recordings shall not include the future rebroadcast of the foregoing by radio, television, satellite or cable or any sale beyond 48 hours after the Operator Event.

“Law” shall mean any law, statute, rule, code, regulation, ordinance, award, order, decree, judgment or injunction of or by the City, the CPD, or any other Governmental Authority or judicial body, but there shall be excluded from the foregoing Environmental Laws.

“Leasehold and Use Taxes” shall mean all taxes imposed on leasehold interests in the Facility, or Venue or on use or occupancy rights to the Facility, or Venue as in effect from time to time.

“Legally Required Capital Improvements” shall have the meaning set forth in Section 12.1.

“Lien” shall mean any security interest, encumbrance, mortgage, pledge, hypothecation, judgment lien or similar legal process, title retention lien, or other lien including, without limitation, the interest of a vendor under any conditional sale or other title retention agreement,
and the interest of a lessor under a lease of any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, by such Person or entity as lessee, and any mechanic's or materialman's lien.

"Live Nation Entertainment" shall mean Live Nation Entertainment, Inc., a Delaware corporation, and sole ultimate corporate parent of the Operator.

"Losses" shall mean all liabilities, equitable remedies, losses, costs, fees, fines, damages, taxes, judgments, demands, penalties and expenses (including, but not limited to reasonable attorneys' fees and the costs of investigation and litigation), but there shall be excluded from the foregoing any Environmental Losses.

"Maintenance Services" shall have the meaning set forth in Section 14.1.1.

"Management and Operations Services" shall have the meaning set forth in Section 13.1.1.

"Marketing Rights" shall mean Signage Rights, Naming Rights and Product Rights.

"MBE" shall mean a minority business enterprise as certified by the City, the Chicago Municipal Business Development Council, the Women's Business Development Council or the Small Business Administration.

"MBE/WBE Goals" shall have the meaning set forth in Section 9.13.

"Media Rights" shall mean the right to broadcast, transmit, retransmit, distribute, disseminate, photograph, film, tape, and record any part of an Event or related activities whether through radio, television, satellite, cable, internet, video streaming, film, videotapes, records, audio tapes, MP3s, CDs, DVDs, or other mediums, methods and formats, whether presently existing or hereafter developed, but there shall be excluded from the foregoing Instant Live Recordings.

"Merchandise" shall mean any novelties, programs, souvenirs and other merchandise which may be sold at the Venue.

"Miscellaneous Taxes" shall mean all taxes imposed on the sale, licensing or issuance of Marketing Rights.

"Museum" or "Museums" shall mean the Field Museum, the Adler Planetarium and the Shedd Aquarium.
"Museum Campus" shall mean the Museums and the surrounding area as depicted on Exhibit B.

"Naming Rights Agreements" shall have the meaning set forth in Section 10.3.

"Naming Rights Fee" shall have the meaning set forth in Section 3.2.

"Naming Rights Proceeds" shall mean an amount equal to all of the aggregate proceeds and other consideration which has or will contractually accrue to or for the benefit of the Operator (or any Affiliate) under a Naming Rights Agreement. In the event that Naming Rights are part of an overall "marketing package", then the Parties shall negotiate in good faith to determine the appropriate value of the Naming Rights to be allocated as Naming Rights Proceeds. In the event that Naming Rights are sold or licensed to an Affiliate of the Operator, the Parties shall in good faith determine the fair market value of such Naming Rights.

"Naming Rights" shall mean Name In Title Rights.

"Name in Title Rights" shall mean the right to name the Venue which may consist of (i) "name in title" (i.e. "XYZ Pavilion"), (ii) "name over title" (i.e. "XYZ Pavilion at Northerly Island"), (iii) "name under title" (i.e. "Northerly Island XYZ Pavilion"), or (iv) any combination of items (i) through (iii); provided such definition shall not include other Sponsorships of any kind, including, without limitation, category sponsorships (i.e. Concession or Merchandise sponsorships) or presenting sponsors (i.e. "XYZ Presents ABC at Northerly Island" or "XYZ Concert Series at Northerly Island").

"Naming Rights Program" shall have the meaning set forth in Section 10.3.

"Naming Rights Sponsor" shall mean any Person to whom Naming Rights have been granted.

"Net Naming Rights Annualized Revenue" shall mean an amount equal to (i) the Net Naming Rights Proceeds divided by (ii) the number of years (including any fraction thereof) that the applicable Naming Rights Agreement shall be in effect.

"Net Naming Rights Proceeds" shall mean Naming Rights Proceeds minus the lesser of (i) (a) $80,000 multiplied by (b) the number of years (including any fraction thereof) the applicable Naming Rights Agreement is contracted to be in effect, and (ii) the actual direct out of pocket costs and expenses (including, without limitation, commissions payable) incurred by the Operator in securing and fulfilling its obligations under the applicable Naming Rights Agreement.
"Non-Commercial Operator Event" shall mean an Operator Event which may not be commercially viable but which serves the community and the patrons of the Chicago Park District (e.g. the "wiggle worms") as determined by the provisions of Section 18.4.7.

"Non-Exempt Ticket" shall mean any Ticket which is not an Exempt Ticket.

"Northerly Island" shall mean that certain 91 acre peninsula that extends into Lake Michigan along the Burnham Park shoreline as depicted on Exhibit C.

"Northerly Island Parking Lot" shall mean that certain parking lot consisting of approximately 180 spaces located next to Northerly Island as depicted on Exhibit C.

"Opening Day" shall mean the first day of calendar year 2013 upon which an Operator Event is to be held at the Venue.

"Operator" shall have the meaning set forth in the Preamble.

"Operator Areas" shall mean those areas within the Facility as depicted on Exhibit C which are for exclusive use by the Operator.

"Operator Default" shall have the meaning set forth in Section 24.1.

"Operator Document Deliveries" shall have the meaning set forth in Section 2.1.

"Operator Event" shall mean any Event held, programmed or sponsored by the Operator or any Person authorized by the Operator to hold, program or sponsor an Event (other than a Public Sector Event or any Event which is held pursuant to a CPD Reserved Use Right).

"Operator Event Patrons" shall mean Event Patrons who attend an Operator Event.

"Operator Invitee" shall mean the Operator’s employees, representatives, agents, independent contractors, promoters, subcontractors, guests, patrons, licensees, invitees, Operator Event Patrons, and Concessionaries, to whom the Operator has given the right or license to use or occupy the Venue or any part thereof, but in no event shall an Operator Invitee include the CPD, or a Public Sector Event Sponsor, or their respective employees, representatives, officers, directors, trustees, members, volunteers, agents, independent contractors, subcontractors, guests, patrons, licensees, invitees, or Public Sector Event Patrons.
"Operator Use Period" shall mean that period of time when the Operator, or the Operator's Invitees are exercising or utilizing the Operator Use Rights.

"Operator Use Rights" shall have the meaning set forth in Section 7.1.

"Ordinary Capital Improvements" shall have the meaning set forth in Section 12.1.

"Parent Financial Letter" shall mean that certain letter in the form of Exhibit D attached hereto and addressed to the CPD from the Chief Financial Officer of Live Nation Entertainment, Inc. with respect to the financial condition of Live Nation Entertainment, Inc.

"Parent Guaranty" shall mean that certain guaranty in the form of Exhibit D attached hereto and executed by Live Nation Entertainment in favor of the CPD and pursuant to which Live Nation Entertainment guarantees the obligations of the Operator hereunder.

"Parking Allotment" shall mean 225 parking spaces identified on Exhibit E located within the Parking Facilities which the CPD shall provide or make available to the Operator for use in connection with each Operator Event; provided that 75 of such spaces shall be located in the Terminal Building Lot.

"Parking Facilities" shall mean the South Parking Lot, Waldron Garage, North Garage, East Museum Parking Lot, Adler Parking Lot, Northerly Island Parking Lot, Burnham East Parking Lot, Terminal Building Lot, and Burnham West Parking Lot, in each case as depicted on Exhibit E, together with those parking lots and garages utilized for events at Soldiers Field.

"Parking Facilities Manager" shall mean any third party which manages the Parking Facilities, directly or indirectly, for the CPD.

"Parking Fees" shall have the meaning set forth in Section 3.4.1.

"Parking Surcharge" shall have the meaning set forth in Section 3.4.1, but shall not be applicable to any portion of the Parking Allotment.

"Parking Taxes" shall mean all taxes or similar fees charged by the City or any other Governmental Authority in connection with parking spaces and parking lots.

"Person" shall mean any natural person, corporation, limited liability company, partnership, firm, joint venture, trust, association or organization of any kind.
"Plans" shall have the meaning set forth in Section 1.2.1

"Product Rights" shall mean the right to sell or license to Concessionaries the right to sell, supply or provide Concessions or Merchandise at the Venue.

"Product Rights Agreement" shall have the meaning set forth in Section 10.4.1.

"Product Rights Program" shall have the meaning set forth in Section 10.4.1.

"Property Tax" shall mean all real estate taxes and assessments which are levied against the Venue or any component thereof. Such Property Taxes include all real and special taxes levied by any Governmental Authority so long as such tax is based upon or measured by the valuation (whether on a land and improvement basis or on an income generation basis) of the Venue or any component thereof.

"Public Sector Event" shall mean any Event held or sponsored by, through or as authorized the CPD, including, any Event for the City, a Museum, other Governmental Authority, any civic or charitable group or any other Person authorized by the CPD to hold or sponsor an Event, but shall not include any Operator Event. For the avoidance of doubt, Public Sector Events shall include Events in which CPD authorizes a for-profit third party to hold such an Event (herein referred to as a "Public Sector For-Profit Event").

"Public Sector Event Costs" shall have the meaning set forth in Section 5.2.

"Public Sector Event Schedule Request" shall have the meaning set forth in Section 8.2.3.

"Public Sector Event Sponsor" shall mean a sponsor of a Public Sector Event, including, but not limited to the CPD.

"Reassembly" shall have the meaning set forth in Section 11.1.

"Renewal Term" shall have the meaning set forth in Section 3.1.

"Rental Capital Equipment" shall mean any and all capital equipment and other items (e.g., backstage compound, restroom facilities, generators, trailers, mobile buildings, kiosks, Concession areas and pavilion grand stand units) which the Operator (or any of its Affiliates or Concessionaires) may lease or rent for use in connection with the Venue.
"Sales Tax" shall mean all local, state and federal taxes imposed on the sale of goods and services as in effect from time to time.

"Security and Crowd Control" shall have the meaning set forth in Section 15.1.

"Signage" shall mean all banners and signs at the Venue which promote, market or advertise products, services, ideas, activities, or Persons.

"Signage Plan" shall mean a plan which sets forth the location, size, scope, nature and type of Signage to be placed on or at the Venue.

"Signage Rights" shall mean the right to display, place and affix Signage at the Venue.

"Signage Rights Agreements" shall have the meaning set forth in Section 10.1.1.

"Site" shall mean that portion of the Northerly Island on which the Facility has or will be constructed by Operator, as depicted on Exhibit C.

"Sponsor" shall mean any sponsor of an Event, related activity or any part of the Venue.

"Sponsorship" shall mean the sponsorship of an Event or any related activity or the sponsorship of any part of the Venue, including, without limitation, product sponsorships, category sponsorships and presenting sponsorships.

"Sponsorship Rights" shall mean the rights of a Person pursuant to a Sponsorship Rights Agreement.

"Storage" shall have the meaning set forth in Section 11.1.

"Subcontractor" shall mean any Person contracted by the Operator to perform services or provide goods in connection with the Venue.

"Subcontractors Affidavits" shall have the meaning set forth in Section 9.18.

"Substantial Completion" shall mean the state of completion of the Facility when (i) the Facility has progressed to the stage of completion so that an Event can actually be held at the Facility; and (ii) the Certificate of Occupancy (or a temporary certificate of occupancy or similar document or arrangement) has been issued for the Facility; provided, that by no later than
Opening Day the Architect issues a certificate of substantial completion on the form of AIA G-107 Certificate of Substantial Completion or as otherwise agreed to by the parties.

"Surrender Obligations" shall have the meaning set forth in Section 6.4.5.

"Term" shall mean the Initial Term plus any Renewal Terms.

"Termination" shall mean the termination, cancellation or expiration of this Agreement.

"Termination for Convenience" shall have the meaning set forth in Section 6.2.2.

"Ticket" shall mean any ticket or other similar authorization to attend an Operator Event.

"Ticket Fee" shall have the meaning set forth in Section 3.3.

"Ticket Manifest" shall mean the ticket manifest or other similar documentation maintained in connection with each Event.

"Traffic Management Services" shall have the meaning set forth in Section 17.1.1.

"Transportation" shall have the meaning set forth in Section 11.1.

"Venue" shall mean the Facility and the Site.

"Venue Fees" shall mean the Base Annual Use Fee, the Naming Rights Fee, Ticket Fee, Parking Fee, Attendance Fee, Gross Concession Revenue Fee and all other fees and payments to be made by the Operator to the CPD pursuant hereto.

"Venue Intellectual Property Rights" shall mean all copyrights, trademark rights, trade dress rights and other intellectual property rights associated with the physical Facility and Venue itself but shall not include Instant Live Recordings.

"WBE" shall mean a women's business enterprise as certified by the City, the Chicago Municipal Business Development Council, the Women's Business Development Council or the Small Business Administration.
1.2 Construction of Facility.

1.2.1 Operator shall design and construct or shall cause to be designed and constructed the Facility in accordance with the plans and specification therefor entitled Live Nation Northerly Island Expansion as issued for permit and dated March 15, 2013 (the "Plans") prepared by Valerio, DeWalt, Train Associates ("Architect"). Operator shall not materially change the Plans without CPD’s prior written approval. Operator warrants that the Facility (i) shall be designed in accordance with all applicable Laws and in conformance with a standard of care and quality provided by design professionals having experience on projects similar in size, shape and location to the Facility, (ii) shall be constructed in conformance with the Plans and all applicable Laws, and (iii) will be of good and workmanlike quality and free of defects. Operator further warrants that in performing the Work required by the Plans, Operator and any party employed or performing any of such work complied in all material respects with the terms of the Plans and this Agreement and applicable law. CPD agrees to be solely responsible for any work regarding the main lines and vaults providing water service to the Venue (the "Water Main Work").

1.2.2 To the extent the Facility is not Substantially Complete on the date of this Agreement, Operator shall cause the Facility to be Substantially Complete prior to Opening Day and shall thereafter promptly cause all remaining work shown or specified in the Plans to be completed in a good and workmanlike manner.

1.2.3 Except for the Water Main Work, Operator shall pay all costs of the design and construction of Facility without payment or contribution from CPD and shall keep the Facility and the CPD free from any liens or claims for lien arising from the design and/or construction of the Facility. Operator shall enter into such Development Agreement and deliver such other documentation as CPD may reasonably request; provided that to the extent such Development Agreement conflicts with the terms of this Agreement, the terms of this Agreement shall control.

1.2.4 To the extent not prohibited by law, Operator shall indemnify, defend, and hold harmless CPD from and against all causes of action, claims, damages, liabilities, losses, costs, settlements, arbitration awards, and expenses, including but not limited to attorneys’ fees, to the extent arising out of or resulting from (a) with respect to the design and construction of the Facility, the acts, errors, omissions or conduct of Operator or anyone directly or indirectly employed by Operator or any party performing all or any portion of the work, and (b) Operator’s breach of any of the provisions of this Section 1.2; provided that the foregoing indemnity obligations shall be applicable only during the Term of this Agreement.

ARTICLE 2.
DOCUMENT DELIVERIES

2.1 Operator Deliveries. Concurrently with the execution of this Agreement, the Operator shall deliver or cause to be delivered to the CPD the following documents (collectively, the "Operator Document Deliveries"):  

2.1.1 Parent Financial Letter, as executed and delivered by Live Nation Entertainment.

2.1.2 Parent Guaranty, duly executed by Live Nation Entertainment.
2.1.3 Certificate of the Operator's Secretary or Assistant Secretary certifying as to the following: (i) the Operator's Articles of Incorporation, (ii) the Operator's By-laws, (iii) the resolutions of the Operator's board of directors authorizing this Agreement, the Development Agreement and the transactions contemplated herein, and (iv) the incumbency of the Operator's officers signing this Agreement, the Development Agreement, or any other document relating thereto on behalf of the Operator.

2.1.4 Good Standing Certificates for the Operator from the State of Illinois and the State of Delaware.

2.1.5 Evidence of the insurance coverage required by Article 21.

2.1.6 Economic Disclosure Statement.

2.2 CPD Deliveries. Concurrently with the execution of this Agreement, the CPD may deliver or cause to be delivered to the Operator a certificate of the CPD's Secretary or General Counsel certifying as to the following: (i) the authorization of the CPD's General Superintendent and CEO for the Development Agreement and the transactions contemplated herein, and (ii) the incumbency of the CPD's officers signing this Agreement, the Development Agreement, or any other document relating thereto on behalf of the CPD, the form and content of the foregoing certificate shall be reasonably satisfactory to the Operator and its counsel (the "CPD Document Deliveries").

ARTICLE 3.
VENUE FEES AND CREDITS

3.1 Base Annual Use Fee. During each calendar year of the Term, the Operator shall pay to the CPD a base annual use fee ("Base Annual Use Fee") in the following amounts, with such annual amount to be paid in equal installments on June 30 and November 31 of each year:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Base Annual Use Fee</th>
<th>Installment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>2014</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>2015</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>2016</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>2017</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>2018</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>2019</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>2020</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>2021</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
</tbody>
</table>

3.2 Naming Rights Fee. During each calendar year of the Term that there is any Naming Rights Agreement in effect, the Operator shall pay to the CPD an annual amount equal to fifty percent (50%) of the Net Naming Rights Annualized Revenue ("Naming Rights Fee"). Subject to the payment of the Naming Rights Fee, Operator shall be entitled to the Naming
Rights Proceeds. The Naming Rights Fee shall be payable concurrently with the last installment of the Base Annual Use Fee for the applicable calendar year; provided that such payment is subject to Operators' receipt of the Naming Rights Proceeds from the Naming Rights Sponsor for such calendar year. The Operator shall use commercially reasonable efforts of a reasonably prudent operator of venues comparable to the Venue to maximize the Net Naming Rights Annualized Revenue.

3.3 Ticket Fee.

3.3.1 For each Non-Exempt Ticket issued in connection with an Operator Event, the Operator shall pay to the CPD a per Ticket fee (the "Ticket Fee") for each Non-Exempt Ticket as follows:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Ticket Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
<tr>
<td>2014</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
<tr>
<td>2015</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
<tr>
<td>2016</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
<tr>
<td>2017</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
<tr>
<td>2018</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
<tr>
<td>2019</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
<tr>
<td>2020</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
<tr>
<td>2021</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
<tr>
<td>2022</td>
<td>$1.25 per Non-Exempt Ticket</td>
</tr>
</tbody>
</table>

The Operator shall pay such Ticket Fees no later than thirty (30) days following the applicable Operator Event.

3.3.2 Exempt Tickets Designated by the Operator. The Operator may designate as "Exempt Tickets" up to ten percent (10%) of the Tickets issued for any Operator Event. Exempt Tickets designated by the Operator for an Operator Event may only be used as VIP Tickets, artists tickets (including complimentary tickets), complimentary tickets and tickets which are for promotional purposes and not for resale. Additionally, the Operator may designate as Exempt Tickets up to one hundred percent (100%) of the Tickets issued for any Non-Commercial Operator Event. Exempt Tickets designated by the Operator for a Non-Commercial Operator Event may be used for any purpose whatsoever, including, without limitation, resale. The Operator shall notify the CPD of any Exempt Tickets in its Flash Report for the relevant Operator Event or Non-Commercial Operator Event. At least thirty (30) days prior to the desired date for a proposed Non-Commercial Operator Event, Operator shall submit a schedule request ("Non-Commercial Operator Event Schedule Request") to the CPD which shall state the date and nature of such proposed Non-Commercial Operator Event for CPD approval as a Non-Commercial Operator Event as provided in this Section. The submission of a Non-Commercial Operator Event Schedule Request does not guarantee that the CPD will agree to the designation of such Event as a Non-Commercial Operator Event. The CPD shall confirm or deny in writing the Non-Commercial Operator Event Schedule Request within seven
(7) days of receipt thereof. In the event that the CPD does not deny the Non-Commercial Operator Event Schedule Request within such period, then such request shall be deemed confirmed.

3.3.3 Exempt Tickets Designated by the CPD. The CPD may (but is not obligated to) designate as an Exempt Ticket any Ticket issued in connection with any Operator Event. At the beginning of each year and during the year the Operator may make a request in writing to the CPD that all or a portion of the Tickets to be issued in connection with certain Operator Events (in excess of the amounts set forth in Section 3.3.2) be designated as Exempt Tickets. It is the intention of the Parties that the Operator may make such a request if it believes it will be unable to sell a sufficient number of Tickets to reasonably fill the Venue. The CPD is under no obligation to honor the Operator's request to designate Tickets as Exempt Tickets; however, any such designation by the CPD shall be irrevocable once made. Any designation of Exempt Tickets by the CPD must be in writing in order to be effective.

3.4 Parking Fee.

3.4.1 CPD. At its option, the CPD may require that the Operator impose either (i) a parking surcharge on each Ticket issued in connection with an Operator Event (the "Parking Surcharge") or (ii) a fee for an express parking pass system for parking within the Parking facilities in connection with an Operator Event (the "Express Parking Pass Fee"). At its option, the CPD may require that the Operator allow CPD to manage parking in a manner consistent with parking operations conducted on the Museum Campus and provided by a third-party parking operator. The amount of such Parking Surcharge and Express Parking Pass Fee shall be determined by the CPD after consultation with the Operator. The CPD shall notify the Operator of the amount of the Parking Surcharge and Express Parking Pass Fee no later than February 15 prior to the beginning of each Event Season; provided, however, that for the 2013 Event Season, the CPD requires an Express Parking Pass Fee of $4.00 per pass issued. Upon reasonable prior notice to the Operator, the CPD may change the amount of the Parking Surcharge and Express Parking Pass Fee, but in no event may the amount of the Parking Surcharge or Express Parking Pass Fee for an Event be changed after the Tickets therefor have gone on sale to the public. Notwithstanding anything to the contrary contained in this Agreement, all costs of marketing and effecting the sale of and collection of revenues from the Express Parking Passes shall be payable by the CPD.

3.4.2 Operator. The Operator shall be responsible for imposing and collecting the Parking Surcharge and Express Parking Pass Fee. Within thirty (30) days after an Operator Event, the Operator shall pay to the CPD (a) in the case of a Parking Surcharge system, an amount equal to (i) the applicable Parking Surcharge multiplied by (ii) the number of Tickets issued for the applicable Operator Event or (b) in the case of an Express Parking Pass system, an amount equal to the aggregate of the Express Parking Pass Fees collected for the applicable Operator Event (the "Parking Fee"). To the extent that the CPD receives any Parking Surcharge or Express Parking Pass Fee directly from a third party vendor as contemplated in Section 3.4.3, the Operator shall receive a credit towards its Parking Fee obligations.

3.4.3 Third Party Vendor. To the extent that Operator uses a third party vendor, such as TicketMaster, to assist in issuing or selling Tickets, the Operator shall endeavor to cause such third party vendor to impose and collect the Parking Surcharge and the Express Parking Pass Fees. The Operator acknowledges that the CPD may set up an account with such third party vendor to facilitate the CPD's receipt of the Parking Surcharge and the Express Parking Pass Fees directly. The Operator shall cooperate and assist the CPD in setting up
such account and facilitating the collection of the Parking Surcharge and the Express Parking Pass Fees.

3.4.4 Parking Rights. Each holder of a Ticket who has paid a Parking Surcharge, each holder of a Ticket who has purchased an Express Parking Pass, and to the extent not in excess of the Parking Allotment, each holder of a ticket or pass for any portion of the Parking Allotment shall be entitled to park in the Parking Facilities in connection with the applicable Operator Event, subject to compliance with the reasonable traffic management procedures and policies established by the CPD from time to time.

3.4.5 Parking Allotment. The foregoing provisions regarding Parking Surcharges and Express Parking Pass Fees shall not apply to the Parking Allotment spaces for Operator Events.

3.4.6 Parking Taxes. The CPD shall report and pay or cause to be reported and paid the Parking Taxes in connection with a holder of a Ticket exercising his parking rights pursuant to Section 3.4.4. The Operator shall report and pay or cause to be reported and paid the Parking Taxes in connection with a holder of a ticket or pass for any portion of the Parking Allotment spaces for the applicable Operator Event.

3.4.7 Public Sector Events. The Operator acknowledges that the CPD or a Public Event Sponsor may sell Express Parking Passes or may impose a Parking Surcharge on each Ticket issued in connection with a Public Sector Event. The Operator shall, at no cost to Operator, cooperate and assist the CPD or Public Event Sponsor in selling and collecting fees generated from selling Express Parking Passes or in imposing and collecting such Parking Surcharge, and any amounts received by the Operator with respect to such Express Parking Passes or Parking Surcharge shall promptly be delivered to the CPD. CPD shall report and pay or cause to be reported and paid the Parking Taxes in connection with all Events other than Operator Events, and CPD shall report and pay or cause to be reported and paid the Parking Taxes in connection with such Operator Event as provided above.

3.5 Gross Concession Revenue Fee. For each calendar year of the Term, the Operator shall pay to the CPD the following amounts:

3.5.1 An amount equal to zero percent (0%) of the Gross Concession Revenue for the applicable calendar year which is less than $1,200,000.00;

3.5.2 An amount equal to twenty percent (20%) of the Gross Concession Revenue for the applicable calendar year which is in excess of $1,200,000.00 and less than $1,400,000.00; and

3.5.3 An amount equal to thirty percent (30%) of the Gross Concession Revenue for the applicable calendar year which is in excess of $1,400,000.00 and is less than $2,000,000.00 (this amount together with the amount in Section 3.5.2, is referred to as the "Gross Concession Revenue Fee").

3.5.4 The Operator shall pay to the CPD the Gross Concession Revenue Fee no later than April 15th following the applicable calendar year.

3.6 Attendance Fee.
For each calendar year in which the Operator issues an aggregate of 90,000 Non-Exempt Tickets with respect to Operator Events, the Operator shall pay to the CPD a payment (the "Attendance Fee") of Fifty Thousand Dollars ($50,000.00). Payment of such Attendance Fee shall be made within thirty (30) days of the sale of the 90,000th Non-Exempt Ticket.

3.7 Event Use Fee. The CPD may impose the Event Use Fee. If requested, the Operator shall assist the CPD in collecting such Event Use Fee.

3.8 Acknowledgement. The Operator acknowledges and agrees that it shall remain obligated to pay to the CPD all of the Venue Fees, to the extent the same would be due and payable pursuant to the terms of this Agreement, even if the Venue is not timely completed in the year 2013 or if the Venue is not timely reassembled at the beginning of any Event Season. CPD hereby acknowledges and agrees that the Operator is not making any representation or warranty (whether expressed, implied or by operation of law) as to the amount of revenues which will be generated at the Venue or to the amount, if any, of the Naming Rights Fee, Ticket Fee, Parking Fee, Gross Concession Revenue Fee or Attendance Fee.

3.9 Reconciliation. As soon as practicable after the end of the calendar year, but not later than February 14th of each such calendar year, the Operator and the CPD shall reconcile all amounts paid and owing hereunder with respect to the previous calendar year. Upon completion of such reconciliation, any Party owing the other Party any amounts hereunder shall promptly pay such amounts. During any accounting or reconciliation disputes, the Operator shall continue to perform its obligations hereunder.

3.10 GAAP. All calculations under this Agreement shall be made in accordance with GAAP.

ARTICLE 4.
ALLOCATION OF REVENUES

4.1 Operator Revenue.
Subject to Article 3, Section 4.2 and as specifically provided otherwise in this Agreement:

4.1.1 Operator Events. The Operator shall be entitled to all revenue derived from Operator Events, including, but not limited to, revenue derived from Ticket sales and box office receipts, the sale of Merchandise, Concessions, Marketing Rights, Sponsorships and Instant Live Recordings.

4.1.2 Parking Allotment. The Operator shall be entitled to all revenue derived from the Parking Allotment during Operator Events.

4.1.3 ATMs. The Operator shall be entitled to all revenue derived in connection with the operation of any ATMs at the Venue at any time.

4.2 CPD Revenue.
Subject to Article 3, Section 4.1 and as specifically provided otherwise in this Agreement:
4.2.1 Public Sector Events. The CPD (or any Public Sector Event Sponsor) shall be entitled to all revenue derived from Public Sector Events, including, but not limited to revenue derived from ticket sales and box office receipts, the sale of Merchandise, Concessions, Marketing Rights, Sponsorships, and revenue generated from Media Rights associated with or relating to such Public Sector Events less any reimbursement due Operator for any Public Sector Event Costs. Notwithstanding the foregoing, in no event shall CPD be entitled to any (i) revenues for any Sponsorships or Marketing Rights which are pursuant to agreements between Operator (or an Affiliate of Operator) and a third party or (ii) Concession revenues to which a concessionaire is entitled to pursuant to agreements between Operator (or an Affiliate of Operator) and a third party.

4.2.2 Parking. Except for the revenue derived from the Parking Allotment during Operator Events payable or allocated to the Operator pursuant to Section 4.1.2, the CPD shall be entitled to all parking revenue derived from or related to the Parking Facilities or other parking revenue including, but not limited to the Express Parking Pass Fees and Parking Surcharges.

4.2.3 Media Rights. The CPD shall be entitled to all revenue derived from Media Rights with respect to Operator Events (except for Instant Live Recordings) and with respect to Public Sector Events, and otherwise, including but not limited to origination fees.

4.2.4 Venue Fees. Nothing in this Section 4.2 is intended or shall be construed to limit the Venue Fees that are otherwise payable by the Operator to the CPD in accordance with and as provided in Article 3, including, without limitation, the Naming Rights Fees, any Attendance Fees and the Gross Concession Revenue Fees specified in Article 3.

4.2.5 Event Use Fees. The CPD shall be entitled to all Event Use Fees.

4.2.6 Venue Intellectual Property Rights. The CPD shall be entitled to all revenue derived from Venue Intellectual Property Rights.

4.3 Other Revenue.

It is the intention of the Parties that any revenues not addressed in Sections 4.1 and 4.2 or otherwise specifically addressed elsewhere in this Agreement shall be handled as follows: (i) the Operator shall be entitled to the revenues derived directly from an Operator Event or from Sponsorship Rights Agreement to which Operator is a party and (ii) CPD shall be entitled to all revenues derived directly from any Public Sector Event or any Event which is held pursuant to a CPD Reserved Use Right.
ARTICLE 5.
ALLOCATION OF COSTS AND EXPENSES

5.1 Event Costs and Expenses. Except as set forth in Section 5.2 or as otherwise provided for in this Agreement, the Operator shall be responsible for the payment of all costs and expenses related to or arising from the operations of Venue and the holding of an Event at the Facility. Without limiting, and in furtherance of the foregoing, the Operator shall be responsible for the payment of all costs and expenses related to or arising from the performance by it of the Management and Operations Services, the Maintenance and Custodial Services, the Security and Crowd Control Services, the Concession and Retail Services, and the Booking and Scheduling obligations set forth in this Agreement. The Operator specifically agrees that it is responsible for all costs and expenses related to the Rental Capital Equipment and shall timely pay and perform its obligations under any Capital Equipment Rental Agreements.

5.2 Reimbursement of or Credit for Public Sector Event Costs. Notwithstanding the provisions of Section 5.1, the CPD shall pay or cause to be paid or reimburse (which may be in the form of a credit as set forth below) or cause to be reimbursed Operator for all reasonable costs and expenses incurred by the Operator in connection with holding a Public Sector Event ("Public Sector Event Costs"). The CPD shall pay or reimburse (which may be in the form of a credit as set forth below) Operator for such Public Sector Event Costs within thirty (30) days after CPD's receipt of an invoice from the Operator with respect to such costs. Such invoice shall set forth in reasonable detail the basis and amount of such Public Sector Event Costs. In the event that CPD fails to reimburse Operator for Public Sector Event Costs within said thirty (30) day period, then Operator shall be entitled to a credit in the amount of such Public Sector Event Costs, which credit may be applied to any Venue Fees thereafter payable until such credit is exhausted, but in the event that such credit is not exhausted prior to the Termination of this Agreement, CPD shall pay the Operator any unused portion of such credit within thirty (30) days after Termination of this Agreement. CPD may satisfy its above payment and reimbursement obligations of CPD by giving Operator a credit in the amount of such Public Sector Event Costs, which credit is to be applied to any Venue Fees thereafter payable until such credit is exhausted, but in the event that such credit is not exhausted prior to the Termination of this Agreement, CPD shall pay the Operator any unused portion of such credit within thirty (30) days after Termination of this Agreement. CPD's obligations to reimburse Operator for Public Sector Event Costs shall survive the Termination of this Agreement.

ARTICLE 6.
TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall commence as of the date hereof and shall end on December 31, 2022 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement. Upon written notice given by the CPD, in its sole discretion, the Initial Term may be extended on the same terms and conditions herein contained on an annual basis if agreed to by Operator (each a "Renewal Term") commencing on the day following the end of the Initial Term or any Renewal Term, as applicable, and ending one (1) year thereafter. Operator shall promptly acknowledge in writing to the CPD receipt of such notice and advise CPD whether Operator agrees to such extension. The CPD shall give such notice of extension
not less than ninety (90) days prior to the expiration of the Initial Term or then current Renewal Term, as applicable.

6.2 Termination Rights.

6.2.1 Cause. The CPD may terminate this Agreement for Cause upon written notice thereof to Operator; provided that notwithstanding any cure period specified in Section 24.1, at least forty-five (45) days shall have expired since the notice of default given to Operator pursuant to Section 24.1; further provided, that in the event Operator cures such Operator Default prior to the expiration of such forty-five (45) day period, CPD’s notice of Termination for Cause shall be void and this Agreement shall remain in full force and effect.

6.2.2 For Convenience. At any time, the CPD may terminate this Agreement (i) for convenience or (ii) upon the CPD’s determination that this Agreement is no longer required, by providing forty-five (45) days prior written notice thereof to the Operator (“Termination for Convenience”).

6.2.3 Insufficient Appropriations. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments to be made under this Agreement by the CPD, the CPD shall provide Operator with notice of such occurrence and this Agreement shall terminate on the earliest of the last fiscal period for which sufficient appropriations were made or whenever funds appropriated for this Agreement are exhausted.

6.2.4 Eminent Domain. In the event that any Governmental Authority exercises its right of eminent domain over the Venue in whole or in part, either party may terminate this Agreement by providing written notice to the other party.

6.2.5 Mutual Agreement. This Agreement may be terminated at any time upon written mutual agreement of the Parties hereto.

6.2.6 Natural Termination. Unless otherwise terminated as provided above, this Agreement shall naturally terminate as of the expiration of the Initial Term or applicable Renewal Term.

6.3 Early Termination Payments.

6.3.1 For Convenience. The CPD shall pay to the Operator the Early Termination Payment in the event that this Agreement is terminated by the CPD pursuant to Section 6.2.2 prior to the expiration of the Initial Term.

6.3.2 Insufficient Appropriations. The CPD shall pay to the Operator the Early Termination Payment in the event that this Agreement is terminated by the CPD pursuant to Section 6.2.3 prior to the expiration of the Initial Term.

6.3.3 Eminent Domain. The CPD shall pay to the Operator the Early Termination Payment in the event that this Agreement is terminated pursuant to Section 6.2.4 prior to the expiration of the Initial Term.

6.3.4 Survival. The obligations of CPD to pay Operator the Early Termination Payment shall survive the Termination of this Agreement provided that said termination is exercised prior to the conclusion of the Initial Term.
6.4 Effect of Termination.

6.4.1 No Early Termination Payments. Except as expressly provided for in Section 6.3, the Operator shall not be entitled to any early termination payments or fees from the CPD.

6.4.2 No Release For Breach. Notwithstanding the Termination of this Agreement, neither Party shall be released or relieved from any Losses arising out of any breach or default of this Agreement occurring prior to any Termination.

6.4.3 Effect of Termination. Except as otherwise specifically provided in this Agreement, upon the Termination of this Agreement, the rights of the Operator under this Agreement, including without limitation, the Operator Use Rights (and any rights or privileges relating to the Venue, including without limitation, Marketing Rights granted by the Operator to any other Person) shall automatically and specifically terminate without recourse to the CPD. Except as otherwise specifically provided in this Agreement, upon Termination of this Agreement, all obligations and duties of the Operator under this Agreement shall automatically and specifically terminate.

6.4.4 Amounts Owed. Within sixty (60) days after the Termination of this Agreement, the Operator and the CPD shall reconcile all amounts paid and owing under this Agreement through the date of Termination. Upon completion of such reconciliation, any party owing the other party any amounts hereunder shall pay such amounts within ten (10) days after such reconciliation. The obligations of reconciliation and payment under this Section shall survive the Termination of the Agreement.

6.4.5 Surrender of Premises. Upon the Termination of this Agreement, the Operator shall use its commercially reasonable efforts to surrender and vacate the Venue as required by this Agreement within forty-five (45) days of such Termination, subject to extension to obtain any necessary permits, consents or authorizations as may be required by Law or under this Agreement in order to place the Venue in the condition required under this Agreement upon such surrender; provided the Operator may remain on the Venue subsequent to such Termination for the sole purpose of satisfying its obligations under Section 6.4.6 and Section 6.6, and only for such period of time as is necessary to satisfy such obligations.

6.4.6 Condition of Venue on Surrender. Upon the Termination of this Agreement and subject to Operator's receipt of written notice from CPD prior to or concurrently with such Termination requesting that the Operator Dismantle the Bandshell and restore the Venue, the Operator shall, to the extent requested, (i) return to the CPD the Venue with the following removed: Bandshell, all Rental Capital Equipment, all related equipment, furnishings and other property of Operator, and all aboveground improvements, (ii) remove all asphalt and concrete slabs and aprons installed by Operator at the Venue, (iii) redistribute any berms installed by Operator with such redistribution of such berms to be on a reasonably level grade over the Venue or portions thereof as determined by Operator, and (iv) hydro seed (with a seed mixture complimentary to the then existing grasses and ground cover at Northerly Island) the areas in which the berms were located and redistributed. In the event Operator does not receive the above written notice from CPD prior to such Termination, then the Operator only shall be obligated to return to the CPD the Venue with the Bandshell, all Rental Capital Equipment and all related equipment, furnishings and other property of Operator removed from the Venue. The obligations of the Operator under this Section 6.4.6 are herein referred to as the "Surrender Obligations".
6.4.7 **Records.** Upon the Termination of this Agreement, the Operator shall deliver to the CPD copies of all reports, records, including financial records, and documents required to be maintained by the Operator under this Agreement which have not previously been furnished to CPD.

6.5 **Subcontractors.** The Operator shall include in all contracts and agreements with its Subcontractors early termination provisions in form and substance equivalent to the early termination provisions set forth herein. In no event shall the CPD be liable to any Subcontractor in connection with any early termination effected by the CPD's exercising any right of Termination of CPD provided for under this Agreement. The Operator shall indemnify the CPD and against from any claims made by such Subcontractors related to or arising from the CPD's exercise of its Termination rights hereunder.

6.6 **Additional Effects of Termination for Convenience or Termination for Insufficient Appropriations.**

6.6.1 **Operator.** After receipt of a written notice of Termination for Convenience or Termination for Insufficient Appropriations:

(i) The Operator shall, within fifteen (15) days after receipt of a written notice of Termination for Convenience or Termination for Insufficient Appropriations, provide the CPD with a list of all Events which are booked or committed for the remainder of the current Event Season or thereafter (the "Scheduled Events");

(ii) The Operator shall refrain from scheduling or booking any Events which are not Scheduled Events; and

(iii) At the written request of the CPD, the Operator shall either cancel or honor any Scheduled Events; provided that any such written request to cancel a Scheduled Event must be received by Operator at least thirty (30) days prior to the date of such Scheduled Event.

6.6.2 **CPD.** Upon delivering a notice of Termination for Convenience or Termination for Insufficient Appropriations, the CPD shall, by written notice to Operator, either (a) allow the Operator to honor the Scheduled Events, or (b) reimburse the Operator for the Operator's actual damages including, without limitation, show guarantees, artists guarantees, labor guarantees, third party contract penalties or damages, as a result of canceling the Scheduled Events. In the event CPD fails to deliver the foregoing written notice to Operator within ten (10) days after CPD's receipt of the list of Scheduled Events, CPD shall be deemed to have elected to allow Operator to honor the Scheduled Events. Operator and CPD shall use good faith efforts to minimize any such damages.

6.6.3 **Rental Agreement.** Notwithstanding any other provision contained herein, the Operator shall not be obligated to assign any Capital Equipment Rental Agreements to the CPD; provided, however, that in the event of a Termination for Cause, to the extent any such Capital Equipment Rental Agreements are freely assignable, Operator shall assign such Capital Equipment Rental Agreements to CPD on the express condition that CPD assume in writing all future obligations under such assigned Capital Equipment Rental Agreements and that Operator
shall have no liability after the date of such assignment (excluding accrued liabilities not satisfied as of the date of assignment) for such assigned Capital Equipment Rental Agreements.

6.7 Survival. The following provisions shall be deemed to survive the termination of this Agreement: Sections 3.9, 3.11, 5.2, 6.3, 6.5, 6.6, 18.3.3, 19.5, 20.2, 22.5, 25.1, 26.3.2, 26.3.4, 27.17, 27.20, 27.21 and 27.35, together with such other provisions which survive according to their terms. Termination of this Agreement shall not release either party from any payment obligations or liabilities arising prior to such Termination.

ARTICLE 7.
OPERATOR USE RIGHTS

7.1 Operator Use Rights. Subject to the terms and conditions of this Agreement, the CPD grants to the Operator, the right to use and occupy the Venue for the following uses (the "Operator Use Rights"):

7.1.1 Operator Events. During the Event Season, the Operator shall have the exclusive right to use and occupy, and authorize other Persons to use and occupy the Venue, for the purpose of holding and sponsoring Events (except during and for Confirmed Public Sector Events as expressly provided for in this Agreement and which shall be held subject to the terms of this Agreement). Such use and occupancy rights include the right to engage in all activities customarily associated with holding or sponsoring Events, including, but not limited to selling Tickets, Merchandise and Concessions, and to stage, prepare for and clean up after an Event. All Operator Events shall be concluded by midnight on the day of the Operator Event and Operator shall use its good faith efforts to have the Venue vacated by all Event Patrons by midnight on the day of the Operator Event.

7.1.2 Satisfaction of Operator Obligations. The Operator may use and occupy the Venue as deemed reasonably necessary by Operator in order to perform and satisfy its obligations under this Agreement, including, but not limited to its obligations with respect to the Management and Operations Services, the Maintenance and Custodial Services, the Security and Crowd Control Services, the Concession and Retail Services, and the Booking and Scheduling obligations set forth in this Agreement.

7.1.3 Dismantling and Reassembling. For a period of time (but not less than thirty (30) days) prior to each Event Season, the Operator may use and occupy the Venue for the purpose of Reassembling the Facility for the upcoming Event Season. For a period of time (but not less than thirty (30) days) following each Event Season, the Operator may use and occupy the Venue for the purpose of Dismantling the Facility.

7.1.4 ATMs. The Operator shall have the exclusive right to place or to authorize others to place ATMs at the Venue and the exclusive right to the revenues generated from any such ATMs.

7.1.5 Operator Areas. The Operator shall have the right to use and occupy the Operator Areas.

7.1.6 Parking Allotment. The Operator may use or authorize others to use the Parking Allotment during all Operator Events; provided that the Operator may only use one hundred fifty (150) parking spaces of the Parking Allotment for non-employee purposes. The
Operator may not sponsor or hold Events or Sponsorships within the Parking Allotment spaces without the prior approval of the CPD.

7.1.7 Instant Live Recordings. The Operator is hereby granted and shall be entitled to all Instant Live Recordings at the Venue for any Operator Event.

7.1.8 Parking Rights. Each holder of a Ticket who has paid a Parking Surcharge and each holder of an Express Parking Pass and all other authorized users of the Parking Allotment shall be entitled to park in the Parking Facilities and Parking Allotment spaces, as applicable, in connection with the applicable Operator Event, CPD hereby represents and warrants that for each Operator Event there shall be a sufficient number of parking spaces within the Parking Facilities and Parking Allotment, as applicable, to satisfy the above entitlements.

7.2 Opening Day. The desire of the Parties is for Opening Day to take place no later than June 1, 2013; provided, however, that in the event Opening Day is delayed for any reason whatsoever, such delay shall in no event be a default under this Agreement by either Party nor shall either Party be liable for any damages whatsoever to the other Party for any such delay. License and Ownership. Operator acknowledges and agrees that (i) it only has a license to use and occupy the Venue as specifically provided hereunder; and (ii) the Facility and the Venue and all infrastructure and Capital Improvements made thereto and all fixed assets thereon are owned by the CPD, and, without limiting the foregoing, all Capital Improvements and equipment purchased by the Operator in connection with the Operator’s obligations hereunder or under the Development Agreement shall be deemed owned by the CPD; provided, however that notwithstanding anything to the contrary contained herein, there is expressly excluded from the foregoing the Bandshell, all Rental Capital Equipment and all related equipment, furnishings and other personal property of Operator. The Operator shall execute such documents as the CPD may reasonably request to document and evidence the foregoing.

7.3 Museum Campus. In exercising its Operator Use Rights, the Operator will take commercially reasonable steps to (i) minimize any material disruption or inconvenience to the Museums and their patrons, and (ii) reasonably coordinate and cooperate with and notify the Museums of scheduled Operator Events and Public Sector Events.

ARTICLE 8.
CPD USE RIGHTS

8.1 CPD Use Rights. Subject to the terms and conditions of this Agreement, the CPD shall be entitled to use and occupy the Venue as follows ("CPD Reserved Use Rights"):

8.1.1 Public Sector Events. The CPD may use and occupy, and authorize Public Event Sponsors to use and occupy the Venue for the purpose of holding a Confirmed Public Sector Event. Operator specifically acknowledges and agrees that CPD may authorize a for-profit third party to hold a Public Sector Event at the Venue as a Public Sector For-Profit Event.

8.1.2 For Profit Third-Party Events. Subject to the terms herein, and the annual schedule provided by the Operator, the CPD may permit private-sector for profit operators to use the Venue during non-Operator, non-CPD and non-public sector dates, provided that the permit fee charged by the CPD is equivalent or greater than the permit fee (pro-rata share of ticket pricing or total permit fee for a similar capacity single event) charged to
the Operator and further provided that such use shall be deemed a Public Sector For-Profit Event. For any Public Sector For-Profit Event, the Public Sector Event Sponsor shall pay to Operator, in addition to any rents, an additional fee of $30,000 (which fee shall escalate annually by 3%) payable upon execution of the Operator's standard rental agreement for the Venue as provided in Section 8.2.5, which payment shall be a condition precedent to the rental agreement.

8.1.3 Public Use. To the extent that the Venue is not being used for an Operator Event or a Confirmed Public Sector Event, the Venue (but not the Facility) shall be open to the public at no charge. Such public access shall be subject to such restrictions and limitations as Operator may reasonably require to address security and safety concerns and the needs of the Operator to use the Venue in the exercise of its rights and performance of its obligations hereunder.

8.1.4 Media Rights. The CPD shall be entitled to all Media Rights with respect to all Events at the Venue, except as provided for in Section 7.1.7. The Operator shall cooperate with the CPD in the CPD's exercise of its Media Rights with respect to Operator Events and Public Sector Events.

8.1.5 Venue Intellectual Property Rights. The CPD shall be entitled to all Venue Intellectual Property Rights.

8.1.6 Health and Safety. Notwithstanding any other provision contained herein, the CPD specifically reserves (i) the right to enter the Venue in case of emergency or as required by Law or upon reasonable prior written notice to the Operator, and (ii) the right to repair and maintain the Venue, as may be required by Law or to reasonably ensure public health or safety, and as may be necessary to perform and satisfy its other obligations and duties contemplated by this Agreement. The Operator shall at all times provide the CPD with any keys, codes and other devices necessary to enter and inspect the Venue. Unless the circumstances reasonably require otherwise, the CPD shall provide the Operator with reasonable notice prior to entering an Operator Area within the Venue. In exercising its rights under this Section, the CPD agrees to exercise its rights in such a manner as to minimize any disruption of an Operator Event.

8.1.7 Other Rights. Any other rights to use or occupy the Venue not specifically granted to the Operator hereunder shall be deemed reserved by the CPD. During the non-Event Season, CPD shall have the right to use the Venue; provided such use shall be at the sole cost, expense and risk of CPD and that CPD shall, at its sole cost and expense, repair and restore any damage to the Venue resulting from CPD's use thereof and such repair and restoration shall be completed at least thirty (30) days prior to the next occurring Event Season.

8.2 Public Sector Events.

8.2.1 Acknowledgment. The Operator acknowledges the following: (i) the Venue is publicly owned and the CPD has an interest in maximizing the public's use and enjoyment of the Venue, and (ii) the CPD and other Public Sector Event Sponsors may from time to time desire to hold or sponsor, on a limited basis, civic, charitable and other Public Sector Events at the Venue.

8.2.2 Cooperation. The Operator shall reasonably cooperate with the CPD and Public Sector Event Sponsors in connection with holding Public Sector Events at the Venue. To
the extent reasonably practicable, the Operator shall accommodate the request of a Public Sector Event Sponsor to schedule and hold a Public Sector Event at the Venue; provided, however, that Operator Events shall be given preference over Public Sector Events which are not Confirmed Public Sector Events.

8.2.3 **Public Sector Event Schedule Requests.** To schedule the use of the Venue for a Public Sector Event, the CPD or the Public Event Sponsor shall, at least thirty (30) days prior to the desired date for a proposed Public Sector Event, submit a schedule request ("Public Sector Event Schedule Request") to the Operator which shall state the date, time, duration, services required, and nature of such proposed Public Sector Event, and such other information as to Operator may reasonably request. The submission of a Public Sector Event Schedule Request does not guarantee the CPD or the Public Event Sponsor the right to use the Venue for the applicable Public Sector Event. Notwithstanding anything to the contrary contained herein, Public Sector Events shall be held only during the Event Season.

8.2.4 **Confirmation or Denial.** The Operator shall confirm or deny in writing the Public Sector Event Schedule Request within seven (7) days of receipt thereof. In the event that the Operator does not deny the Public Sector Event Schedule Request within such period, then such request shall be deemed confirmed. Subject to the terms of this Agreement, the Operator shall confirm a Public Sector Event Schedule Request unless such request (i) conflicts with a previously scheduled Operator Event or a potential Operator Event which the Operator reasonably believes it will be able to schedule in the future, and (ii) the Operator and the CPD cannot resolve such conflict after good faith discussions. For purposes hereof, the Parties agree that it is reasonable for the Operator to rely on the premise that Operator will be able to hold Operator Events on Fridays and Saturdays during the Event Season.

8.2.5 **Confirmed Public Sector Event.** Upon a Public Sector Event Schedule Request being confirmed pursuant to Section 8.2.4 (a "Confirmed Public Sector Event"), then the Public Event Sponsor shall be entitled to hold the Confirmed Public Sponsor Event at the Venue and the Operator shall not schedule or hold any Operator Event in conflict therewith. Notwithstanding anything to the contrary contained herein, CPD agrees that its use of the Venue for a Confirmed Public Sector Event shall be pursuant to the terms of the of Operator’s standard rental agreement for the Venue (in the form attached hereto and made a part hereof as Exhibit "H") and it shall be a condition precedent to the holding of a Confirmed Public Sponsor Event by a Public Event Sponsor, that within five (5) days after receipt of Operator’s standard rental agreement for the Venue (in the form of Exhibit "H"), the Public Event Sponsor shall execute and deliver (without change) such executed standard rental agreement to the Operator. In the event that the Public Event Sponsor does not so execute and deliver said standard rental agreement within such period, then such Confirmed Public Sponsor Event shall be deemed canceled and Operator’s confirmation of such Public Sector Event Schedule Request shall be deemed a denial. Notwithstanding the foregoing, the following sections of the standard rental agreement shall not be applicable to the CPD: 3, 4, 6, 7 (excluding the first sentence thereof), 8, 9B, 9C, 10 paragraphs 1-3, 11 (excluding the last paragraph thereof), 12, 13, 16A-F, 16J and 16L.

8.2.6 **Insurance and Expenses.** With respect to a Confirmed Public Sector Event, the CPD (i) shall cause the Operator to be named as an additional insured under the CPD’s insurance policy or the Public Sector Sponsor’s insurance policy which covers such Confirmed Public Sector Event and CPD or the Public Sector Sponsor, as applicable, shall carry such insurance (including, without limitation, the type and amounts of insurance) as is required to be carried by Operator under this Agreement, (ii) shall provide the Operator with a statement
of anticipated costs and expenses, and (iii) shall be responsible for Public Sector Event Costs as contemplated by Section 5.2.

8.3 Procedure and Form

8.3.1 Communications. All Public Sector Events Schedule Requests and all confirmations or denials thereof shall be in writing delivered by e-mail, facsimile or in person.

8.3.2 Operator. Unless otherwise requested in writing by the Operator, the CPD shall deliver to the Operator all Public Sector Event Schedule Requests as follows:

Live Nation Chicago, Inc.
233 North Michigan Avenue, Suite 2700
Chicago, Illinois, 60601
Attention: Karl Adams

8.3.3 CPD. Unless otherwise requested in writing by the Operator, the Operator shall deliver to the CPD all Public Sector Schedule Request confirmations and all Public Sector Schedule Request denials as follows:

Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
Attention: General Superintendent
and First Deputy General Counsel

8.4 Cooperation. To facilitate the cooperative scheduling of Events, the Operator and the CPD shall consult with each other to exchange information about proposed usage of the Venue and the scheduling of Events and shall cooperate to reasonably minimize conflicts in such scheduling and usage; provided, however, that Operator Events shall be given preference over non-Confirmed Public Sector Events.
ARTICLE 9.
COMPLIANCE WITH LAWS, AND RESTRICTIONS ON USE

9.1 General Compliance with Laws. In the exercise of its rights and licenses hereunder and in its use and occupancy of the Venue, the Operator shall comply with all applicable Laws, subject to the terms of this Agreement. The Operator shall use its reasonable efforts to ensure that all Operator Invitees comply with all applicable laws when at the Venue.

9.2 No Gambling. During Operator Use Periods, the Operator shall not to authorize, license or endorse any illegal wagering, gambling or other similar gaming activities to occur at the Venue and shall use its reasonable efforts to ensure that illegal wagering, gambling or other similar gaming activities is not occurring at the Venue.

9.3 Alcoholic Beverages. During Operator Use Periods, the Operator specifically agrees not to permit the sale or distribution of any alcoholic or intoxicating beverages at the Venue except in compliance with all applicable Laws.

9.4 No Illegal Drugs. During Operator Use Periods, the Operator shall use its reasonable efforts to ensure that illegal narcotics, stimulants or other banned or illicit substances are not being used, sold or distributed at the Venue.

9.5 Immoral Acts. During Operator Use Periods, the Operator shall not permit any of its employees, agents, independent contractors or representatives to engage in any immoral conduct at the Venue. During Operator Use Periods, the Operator will use its reasonable efforts to ensure that no Operator Invitee engages in any immoral conduct at the Venue.

9.6 No Endangerment of Public Safety. The Operator shall take all reasonable actions necessary to ensure the safety of Event Patrons and the general public at the Venue.

9.7 Compliance with Food and Safety Laws. The Operator shall take all reasonable actions necessary to ensure that the Operator and the Concessioneurs of the Operator are all in compliance with applicable food and safety Laws in connection with Concessions sold or distributed at the Venue.

9.8 Compliance with Environmental Laws. Subject to the terms of this Agreement, the Operator shall take all reasonable actions necessary to ensure that the Operator and its employees, representatives, agents, independent contractors, and subcontractors comply with all Environmental Laws as are applicable to the Operator in the performance of its obligations and exercise of its rights under this Agreement. The Operator shall take or cause to be taken all actions reasonably necessary to ensure that the representations and warranties set forth in Section 25.1.10 are materially true and correct at all times during the Term of this Agreement, and that the covenants set forth in Section 25.1.10 are fully and promptly performed and satisfied. Subject to the terms of this Agreement and the obligations of the Operator in the immediately preceding sentence, the CPD shall take all reasonable actions necessary to ensure that the CPD and its employees, representatives, agents, independent contractors, and subcontractors comply with all Environmental Laws as are applicable to the CPD in the performance of its obligations and exercise of its rights under this Agreement and the ownership of the Venue. The CPD shall take or cause to be taken all actions reasonably necessary to ensure that the representations and warranties set forth in
Section 25.2.7 are materially true and correct at all times during the Term of this Agreement, and that the covenants set forth in Section 25.2.7 are fully and promptly performed and satisfied.

9.9 Compliance with the Illinois Prevailing Wage Act and the Davis-Bacon Act.

At all times, the Operator shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130 et seq., and the Davis-Bacon Act, to the extent that these Laws are applicable to the Operator in connection with the performance of its obligations and exercise of its rights under this Agreement.

9.10 Certificate of Occupancy. To the extent required, prior to each Event Season the Operator shall secure and maintain a Certificate of Occupancy and any and all other necessary permits and governmental approvals required for the operation of the Venue.

9.11 Anti-Discrimination. During the Term of this Agreement, the Operator shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, or sexual orientation with respect to employment practices, in providing access to the Venue or Facility, providing services under this Agreement, soliciting for or purchase of goods or services, or subcontracting of work in the performance of this Agreement.

9.12 Illinois Human Rights Act. Operator should have a written policy as required by 775 ILLS 5/2-105, et seq., (the "Illinois Human Rights Act"). Operator shall have a written sexual harassment policy that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment; (iv) Operator's internal complaint process; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Commission of Human Rights; (vi) directions on how to contact the Department of Human Rights and Commission of Human Rights; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department of Human Rights or the CPD upon request.

9.13 MBE/WBE Compliance. Operator shall utilize qualified and available certified WBEs and MBEs as Subcontractors and suppliers to the fullest extent reasonably possible to achieve a utilization goal under this Agreement of at least five percent (5%) for WBEs and twenty-five percent (25%) for MBEs ("MBE/WBE Goals"). Operator further agrees that it will ensure that all MBEs and WBEs utilized under this Agreement maintain appropriate certifications as a MBE or WBE during the period that Operator is utilizing their services to comply with the MBE/WBE Goals, and in the event any such MBE/WBE loses their certification, Operator will use all good faith efforts to replace them with appropriately certified MBEs or WBEs. By June 30, 2013, Operator shall deliver to the CPD a MBE/WBE compliance plan which meets the utilization goals for the calendar year 2013. Compliance plans for subsequent calendar years during the Term of this Agreement shall be submitted by April 1 of each year. Compliance plans for each calendar year shall be presented in a form as described in Schedules A and B to Exhibit F to this Agreement, and must comply with the requirements set forth in the Special Conditions Regarding Participation By Minority and Women Owned Business Enterprises, attached hereto as Exhibit F. Operator and CPD acknowledge and agree that the requirements of this Section 9.13 are a material part of this Agreement and that Operator's failure to meet these requirements will be considered an Operator Default. Operator may, from time to time, discharge or replace any of the WBEs or MBEs as Operator may desire upon reasonable prior notice to CPD.
9.14 Ethics Code. The Operator acknowledges that this Agreement is voidable at the option of the CPD if it was entered into, negotiated or performed in violation of any of the provisions (existant as of the date of this Agreement) of the Ethics Code, Chapter III of the Code of the Chicago CPD (the "Ethics Code"). Each of the Parties hereto represents and warrants to the other that, to its actual knowledge (without inquiry) as of the date of execution of this Agreement, this Agreement was not entered into or negotiated in violation of the Ethics Code. The Operator acknowledges that it must comply with all applicable provisions of the Ethics Code.

9.15 Conflicts of Interest. No member of the CPD's Board (or any person who has served in such capacity during the prior two years) and no other trustee, officer, employee or agent of the CPD shall have any Pecuniary Interest (as defined in Schedule A of the Ethics Code) in this Agreement, whether directly or indirectly, or in the name of any other Person. Each of the Parties hereto represents and warrants to the other that, to its actual knowledge (without inquiry) as of the date of execution of this Agreement, no such Pecuniary Interest exists. Any contract in which any member of the CPD's Board shall have any such Pecuniary Interest with the knowledge of Operator shall be null and void.

9.16 Public Officer Prohibited Activities Act. This Agreement shall not be legally binding on the CPD if entered into in violation of the provisions of 50 ILCS 105, the Public Officer Prohibited Activities Act and each of the Parties hereto represents and warrants to the other that, to its knowledge, this Agreement was not entered into in violation thereof.

9.17 Non-Collusion. The Operator and the CPD, in performing their respective obligations under this Agreement, shall comply with all applicable Laws regarding collusion and bribery.

9.18 Subcontractor's Affidavit. The Operator shall use its good faith efforts to cause (i) its subcontractors to execute a CPD approved form of Non-Collusion Affidavits in connection with this Agreement (the "Subcontractors' Affidavits") and (ii) each subcontracting agreement to provide that notwithstanding acceptance by the CPD of the Subcontractor's Affidavits, failure of such subcontractors to include in the Subcontractors' Affidavits all information required in such Subcontractors' Affidavits shall render such subcontracting agreement voidable at the option of the CPD or Operator.

ARTICLE 10.
MARKETING RIGHTS

10.1 Signage Rights.

10.1.1 Rights. Subject to the terms and conditions of this Article 10, the Operator shall exclusively have the following Signage Rights with respect to the Venue:

(a) The right to develop a Signage Plan;
(b) The right to sell or license Signage Rights for the Venue;
(c) The right to oversee, control and implement a Signage Rights Program ("Signage Rights Program");
(d) The right to negotiate and enter into all agreements to which the Operator will be a party related to the sale or license of Signage Rights to others ("Signage Rights Agreements"); and.
(e) The right to erect, display, place and affix Signage at the Venue.

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10.1.2 **Scope.**

(a) Signage Rights sold or licensed by the Operator to others may be for one or more Events or Event Seasons;

(b) No permanent exterior Signage shall be permitted except in connection with Name in Title Rights;

(c) Temporary exterior Signage, such as banners and portable signs may be displayed during Operator Events;

(d) All Signage must be removed at the end of each Event Season;

(e) All interior Signage (excluding normal concession Signage and non-commercial informational Signage) shall not be readily visible, except during Events and two (2) hours prior to any Event or one (1) hour after any Event; and

(f) No Signage (excluding non-commercial informational Signage) shall be illuminated, except on Event days and then no Signage shall be illuminated after midnight.

10.1.3 **Signage Plan.** The Signage Plan (and any amendments thereto) shall be developed by the Operator but shall be subject to the prior approval and agreement of the CPD which shall not be unreasonably withheld, conditioned or delayed. The Signage Plan shall comply and be consistent with this Agreement and the Chicago Park District Code. CPD agrees to approve or disapprove (which disapproval shall specifically set forth the details for such disapproval) the Signage Plan by written notice to Operator within seven (7) days after receipt of the Signage Plan from Operator, and the failure of CPD to approve or disapprove the Signage Plan within said seven (7) day period shall be deemed an approval thereof. Notwithstanding anything to the contrary contained herein, all Signage in connection with a Naming Rights Agreement or with a Sponsor which is a national or regional Sponsor (such as Coke, Pepsi, Miller, Pontiac, Charter One, Verizon, etc.) for Operator or an Affiliate of Operator, shall be deemed approved as long as such Signage is professionally prepared, not immoral and is in compliance with items (i) – (v) of Section 10.1.4; provided that upon written request from CPD, Operator shall submit such Signage to CPD for its review and approval, which approval shall not be unreasonably withhold, conditioned or delayed and shall be given or withheld within four (4) business days after receipt of renderings for such proposed Signage from Operator, and the failure of CPD to approve or disapprove such Signage within said four (4) business day period shall be deemed an approval thereof.

10.1.4 **Limitation.** Any Signage Rights Agreement shall (i) require that the Signage be suitable for a public building, (ii) terminate upon the Termination of this Agreement, (iii) not contain any term or condition inconsistent or in conflict with this Agreement or the Signage Plan, and (iv) specifically comply with the CPD Code. The Operator shall not enter into any Signage Rights Agreement which does not specifically satisfy such requirements and any such agreement which does not satisfy such requirements shall be null and void. All Signage to be erected, displayed, placed or affixed by the Operator (or under the Operator’s direction or authorization) (w) shall be suitable for the Museum Campus and a public building, (x) shall comply and be consistent with this Agreement and the Signage Plan, and (y) shall comply with the CPD Code.
10.1.5 **Risk Allocation.** The CPD assumes no risks as to the success of the Signage Rights Program.

10.1.6 **Reservation of Signage Rights.** After consultation with the Operator, the CPD and/or a Public Event Sponsor may erect, display, place and affix temporary Signage at the Venue during a Public Sector Event. The CPD may also erect, display, place and affix non-commercial Signage at the Venue. Notwithstanding anything to the contrary contained in this Agreement, in no event will the CPD and/or a Public Event Sponsor erect, display, place or affix any Signage at the Venue which either (i) covers or obstructs any Naming Rights Signage or (ii) contains a name or reference to the Venue which does not include the then existing Name In Title for the Venue.

10.2 **Signage Costs.** The Operator shall be responsible for all costs and expenses in connection with Operator Signage and Signage related to Naming Rights including but not limited to the directional Signage. The CPD shall not be obligated to incur any cost or expense related to the Operator Signage.

10.3 **Naming Rights.**

10.3.1 **Rights.** Subject to the terms and conditions of this Article 10, the Operator exclusively shall have the following rights:

(a) The right to sell Naming Rights to the Venue;

(b) The right to oversee, control and implement a Naming Rights Program ("Naming Rights Program"); and

(c) The right to negotiate and enter into all agreements to which the Operator will be a party ("Naming Rights Agreements") related to the Naming Rights and the Naming Rights Program.

10.3.2 **Approval Rights.** Any Naming Rights Sponsor and all Naming Rights Agreements shall be subject to the prior written approval of the CPD, which will not be unreasonably withheld, conditioned or delayed. CPD agrees to approve or disapprove (which disapproval shall specifically set forth the details for such disapproval) any Naming Rights Sponsor and any Naming Rights Agreements by written notice to Operator within seven (7) days after receipt of the Naming Rights Sponsor and any Naming Rights Agreements from Operator, and the failure of CPD to approve or disapprove the Naming Rights Sponsor and any Naming Rights Agreements within said seven (7) day period shall be deemed an approval thereof. Notwithstanding anything to the contrary contained herein, any Naming Rights Agreement with "Charter One" shall be deemed approved as long as such Naming Rights Agreement is in compliance with Section 10.3.3.

10.3.3 **Limitation.** Any Naming Rights Agreement shall (i) require that the commercial name for the Venue retain "Northerly Island" as part thereof and that the term "Northerly Island" be no less prominent than any other part of the commercial name; (ii) require that the commercial name for the Venue not be possessive of "Northerly Island" (e.g., "ABC's Northerly Island"), (iii) terminate upon the Termination of this Agreement; (iv) not contain any term or condition inconsistent or in conflict with this Agreement or the Signage Plan; (v) specifically comply with the CPD Code; and (vi) not contain any term or condition inconsistent with or in conflict with the CPD’s Constitutional Obligations. The Operator shall not enter into any Naming Rights Agreement which does not specifically satisfy such requirements and any
such agreement which does not satisfy such requirements shall, at the option of the CPD, be null and void.

10.3.4 **References.** With respect to the Naming Rights Agreement, the Operator and the CPD agree to refer to the Venue by the selected name in all directional Signage and advertising referring to the Venue, descriptions of the Venue, public announcements and broadcasts, and to require the same from other parties who contract with the Operator or the CPD.

10.3.5 **Risk Allocation.** The CPD assumes no risks as to the success of the Naming Rights Program.

10.4 **Sponsorship Rights. Rights.** Subject to the terms and conditions of this Article 10, the Operator shall exclusively have the following rights:

(a) The right to sell Sponsorship Rights to the Venue;

(b) The right to oversee, control and implement a Sponsorship Rights Program ("Sponsorship Rights Program"); and

(c) The right to negotiate and enter into all agreements to which the Operator will be a party ("Sponsorship Rights Agreements") related to the Sponsorship Rights and the Sponsorship Rights Program.

10.4.2 **Limitation.** Any Sponsorship Rights Agreement shall (i) terminate upon the Termination of this Agreement; (ii) not contain any term or condition inconsistent or in conflict with this Agreement or the Signage Plan; (iii) specifically comply with the CPD Code; (iv) not be for any immoral purpose, including, without limitation, sexually oriented business (as defined by Law), strip club or birth control products or practices; and (v) not contain any term or condition inconsistent with or in conflict with the CPD’s Constitutional Obligations. The Operator shall not enter into any Sponsorship Rights Agreement which does not specifically satisfy such requirements and any such agreement which does not satisfy such requirements shall, at the option of the CPD, be null and void. No Sponsor under a Sponsorship Agreement shall (i) be delinquent on the payment of any taxes or licensing fees or other fees owed to the City of Chicago, Cook County or the State of Illinois, (ii) within the past five years, either be convicted of a criminal offense or had a civil judgment rendered against them for improperly obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (iii) be disqualified to enter into a contract with either the CPD or the City, or (iv) be under investigation for any of the foregoing.

10.4.3 **Risk Allocation.** The CPD assumes no risks as to the success of the Sponsorship Rights Program.

10.5 **Product Rights.**

10.5.1 **Rights.** The Operator shall have the following rights:

(a) The exclusive right to sell or license Product Rights, including, without limitation, the exclusive rights for products or product categories;

(b) The right to oversee, control and implement a Product Rights Program ("Product Rights Program"); and
The right to negotiate and enter into all agreements ("Product Rights Agreements") related to the Product Rights.

10.5.2 **Scope.**

Product Rights shall not apply to Public Sector Events except with respect to products sold by the Concessionaires of Operator; provided, however, that CPD hereby agrees that in no event shall any Concessions or Merchandise sold or provided at any Public Sector Event conflict with or be in violation of any exclusive Products Rights Agreement between Operator (or its Affiliates) and any other Person.

10.5.3 **Limitation.** Any Product Rights Agreement shall (i) terminate upon the Termination of this Agreement; (ii) not contain any term or condition inconsistent or in conflict with this Agreement; (iii) specifically comply with the CPD Code; and (iv) not allow for the sale of immoral products, including, without limitation, sex shop products or birth control products. The Operator shall not enter into any Product Rights Agreement, which does not satisfy such requirements and any such agreement, which does not satisfy such requirements, shall be null and void. No party contracting with Operator under a Product Rights Agreement shall (i) be delinquent on the payment of any taxes or licensing fees or other fees owed to the City of Chicago, Cook County or the State of Illinois, (ii) within the past five years, either be convicted of a criminal offense or had a civil judgment rendered against them for improperly obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (iii) be disqualified to enter into a contract with either the CPD or the City, or (iv) be under investigation for any of the foregoing.

10.5.4 **Risk Allocation.** The CPD assumes no risk as to the success of the Product Rights Program.

10.6 **Compliance With Law Restrictions.** The implementation and exercise of Signage Rights, Naming Rights, Sponsorship Rights and Product Rights by the Operator or other parties (including but not limited to those parties to any Signage Rights Agreement, Naming Rights Agreement, Sponsorship Rights Agreement or Product Rights Agreement) shall be subject to all applicable Laws.

10.7 **General Reservation of CPD Rights.**

10.7.1 Subject to the terms of this Agreement, the CPD specifically reserves the following rights with respect to the Venue to the extent not in conflict or inconsistent with the rights of Operator under this Agreement:

(a) The right to sell or to authorize others to sell Sponsorships for Public Sector Events;

(b) The right to sell, display, place or affix, or authorize others to sell, display, place or affix temporary Signage and advertising inside and outside the Facility in connection with a Public Sector Event and

(c) The right to cover up, displace, electronically superimpose over or authorize others to cover up, displace or electronically superimpose over Operator Signage during a Public Sector Event, but in no event shall any
Signage of a Naming Rights Agreement be displaced, removed or obstructed.

10.8 Constitution. The Operator acknowledges and agrees that the CPD is a Governmental Authority subject to the Constitution of the United States and the Constitution of the State of Illinois and consequently all Marketing Rights granted by the CPD hereunder shall be subject to and limited by the CPD's Constitutional Obligations.

ARTICLE 11.
Dismantling and Reassembling

11.1 Scope of Dismantling and Reassembling.

11.1.1 Definitions.

(a) "Dismantling" shall mean the dismantling and removal of the Bandshell.

(b) "Reassembly" shall mean the reassembly and reconstruction of the Bandshell at the beginning of each Event Season.

(c) "Storage" shall mean the storage of the Bandshell during the period not within the Event Season.

(d) "Transportation" shall mean the transportation of the Bandshell to and from Storage.

11.1.2 Examples of Dismantling, Reassembly, Storage and Transporting. The following is a non-exclusive list of items which are included within Dismantling, Reassembly, Storage and Transportation.

(a) Obtaining all necessary permits and licenses;

(b) Obtaining a secure area outside of the Venue for the storage of the Bandshell;

(c) Obtaining the necessary insurance covering the Bandshell during periods of storage;

(d) Preparing a plan of operation with respect to Dismantling, Reassembling, Storing and Transporting; and

(e) Coordinating with and keeping the CPD reasonably informed of the Operator's activities with respect to Dismantling, Reassembling, Storing and Transporting.

11.2 Allocation of Dismantling and Reassembling Responsibility.

11.2.1 Operator Responsibility. The Operator acknowledges and agrees that the (i) Bandshell is designed to be a temporary structure which is capable of being Dismantled and Reassembled; (ii) Bandshell will be Dismantled at the end of each Event Season, (iii) Bandshell will be Reassembled at the beginning of each Event Season, and (iv) CPD may request that the Bandshell be Dismantled upon the Termination of this Agreement for any reason. The Operator
shall be obligated to perform and pay for all costs related to Dismantling, Reassembling, Storage and Transportation.

11.2.2 CPD Responsibility. The CPD shall cooperate in all reasonable requests with the Operator in obtaining any permits and access as may be necessary to perform the Operator's obligations under this Article 11.

11.3 Minimize Disruptions. The Operator shall use good faith efforts to perform its obligations under this Article 11 in such a manner as to reasonably minimize any disruption to the Museum Campus.

11.4 Standard. In performing its obligations under this Article 11, Operator shall use such care as a reasonably prudent operator of a venue of similar size to the Venue would use. All Dismantling and Reassembly shall be performed in a good and workmanlike manner, consistent with the requirements of the manufacturer, architect and designer of the Bandshell and so as not to void any warranty for the Bandshell or any component part thereof. The Operator shall be responsible for all losses and damages caused by Operator's performance of its Dismantling, Reassembly, Storage and Transportation obligations.

11.5 Timing. Subject to Force Majeure, the CPD and Operator intend that (i) the Dismantling will occur at such times so that on November 30 of each calendar year the Bandshell shall have been removed from the Venue, and (ii) the Reassembly will occur at such times so that on June 1 of each calendar year, the Venue shall be available to stage an Event.

11.6 Non-Event Season.
The Operator shall be responsible for maintaining and securing during the non-Event Season any furniture, fixtures and equipment which the Operator does not Dismantle and remove from the Venue.

ARTICLE 12.
CAPITAL IMPROVEMENTS

12.1 Scope of Capital Improvements. "Capital Improvements" shall mean all of the following work, improvements, modifications, changes, enhancements, replacements, upgrades and non-ordinary repairs and maintenance to the Venue or any part or component thereof:

(a) those which are reasonably determined by the CPD to be necessary to ensure either the structural soundness of the Facility or public safety or health of Persons at the Venue (the "Health and Safety Capital Improvements");

(b) those which are required by Law, including, but not limited to, the ADA, ("Legally Required Capital Improvements"); and

(c) those which are reasonably determined by Operator to be necessary to permit the Venue to be used for its intended purposes ("Ordinary Capital Improvements").

12.2 Allocation of Capital Improvements Responsibilities.

12.2.1 Operator Responsibilities. In general, the Operator shall be obligated to perform and pay the cost of all Health and Safety Capital Improvements, Legally Required Capital Improvements and Ordinary Capital Improvements. The Operator shall use
commercially reasonable efforts to ensure that all the Capital Improvements for which it is responsible are performed in a good and workmanlike manner, and are consistent with the drawings, specifications, design, materials and quality of the original construction.

12.2.2 CPD Responsibilities. Notwithstanding the foregoing, the CPD, at its own cost and expense, shall be obligated to perform and pay the cost of Capital Improvements which are required or needed as a result of CPD Misuse. The CPD shall use commercially reasonable efforts to ensure that all the Capital Improvements for which it is responsible are performed in a good and workmanlike manner, and are consistent with the design, drawings, specifications, materials and quality of the original construction.

12.3 Plan. By March 1st of each calendar year, the Operator shall provide the CPD with a plan for anticipated Capital Improvements, which plan shall be subject to the CPD's reasonable approval.

12.4 Mandatory Capital Improvements. Health and Safety Capital Improvements. Without limiting and in furtherance of Section 12.1, the Operator shall be obligated to perform and pay the cost of all Health and Safety Improvements. Such all Health and Safety Improvements shall be made within a reasonable time (taking into account the circumstances and nature of the Health and Safety Improvements) after Operator's receipt of written determination therefor from the CPD of their need.

12.4.2 Legally Required Capital Improvements. Without limiting and in furtherance of Section 12.1, the Operator shall be obligated to perform and pay the costs of all Legally Required Capital Improvements. Such Legally Required Capital Improvements shall be made in accordance with applicable Law.

12.4.3 Ordinary Capital Improvements. Without limiting and in furtherance of Section 12.1, the Operator shall be obligated to perform and pay the costs of all Ordinary Capital Improvements. Such Ordinary Capital Improvements shall be made as reasonably determined by the Operator.

12.4.4 Self-Help. In the event that the CPD, in good faith, believes that the Operator is failing to satisfy its obligations pursuant to Sections 12.4.1, 12.4.2, and 12.4.3, and such failure continues after Operator's receipt of written notice thereof from CPD and a reasonable opportunity to cure (but in no event prior to thirty (30) days after the Operator's receipt of such notice), then, in lieu of any other remedies of the CPD under this Agreement, the CPD shall be entitled to the remedy of self help and to make the Health and Safety Capital Improvements, the Legally Required Capital Improvements, and Ordinary Capital Improvements which were set forth in the CPD's notice to the Operator and the CPD shall be entitled to reimbursement from the Operator with respect to all reasonable and necessary costs and expenses incurred by the CPD in connection therewith. Notwithstanding the foregoing, in the event Operator fails to cure a matter as set forth above on more than one (1) occasion in an Event Season, then during the remainder of such Event Season for any such subsequent failure CPD may exercise its foregoing self-help remedy in addition to any other remedies provided under this Agreement.

12.5 Conditions. Prior to the Operator making any Capital Improvements, the following conditions need to be satisfied:
12.5.1 Plans. The Operator has presented plans and specifications for the Capital Improvements and such other information related thereto as the CPD may reasonably request;

12.5.2 Consent. The CPD has consented in writing to such plans and specifications for the proposed Capital Improvements, which consent shall not be unreasonably withheld, conditioned or delayed;

12.5.3 Assurances. Operator agrees that the Capital Improvements will be performed in a good and workmanlike manner and in compliance with all applicable Laws; and

12.5.4 Permits. The Operator has provided to the CPD copies of all necessary permits and approvals necessary to make the proposed Capital Improvements.

12.6 No Reimbursement. The Operator shall not be entitled to reimbursement from the CPD for any costs or expenses associated with Capital Improvements, except as otherwise provided in this Agreement.

All Capital Improvements which are not leased and are items that Operator is not required to remove upon Termination shall be deemed part of and incorporated into the Venue and shall be deemed for all purposes owned by CPD.

12.7 No Liens. The Operator shall ensure that all Capital Improvements (except for those performed pursuant to Section 12.2.2) are free and clear of all Liens. Upon completion of the Capital Improvements the Operator shall provide the CPD with sworn contractor statements, lien waivers and as-built drawings.

12.8 Safety Inspections. In its reasonable judgment, the CPD may obtain structural safety reports and other similar reports as to the structural safety and the condition of the Venue for holding Events. If such reports reasonably and accurately indicate that either Health and Safety Capital Improvements or Legally Required Capital Improvements are needed, the Operator shall perform and pay for such Health and Safety Capital Improvements or Legally Required Capital Improvements. Any fees for such structural reports shall be the responsibility of the CPD.

12.9 Leasing.

12.9.1 CPD. The CPD acknowledges that the Operator may rent or lease certain Rental Capital Equipment in partial satisfaction of its obligations under this Agreement.

12.9.2 Operator. With respect to the Rental Capital Equipment and the Capital Equipment Rental Agreements, the Operator acknowledges and agrees as follows:

(a) The Operator shall timely pay and perform all of its obligations under the Capital Equipment Rental Agreements;

(b) All Capital Equipment Rental Agreements shall terminate as of the Termination of this Agreement;

(c) The Operator shall indemnify and hold the CPD harmless for any and all liabilities and obligations arising from or related to the Rental Capital Equipment and Capital Equipment Rental Agreements; and
(d) Upon Termination, Operator shall assign to CPD all Capital Equipment Rental Agreements to the extent such Capital Equipment Rental Agreements are freely assignable and subject to CPD entering into a written assignment and assumption agreement with Operator whereby CPD assumes all unaccrued obligations under such Capital Equipment Rental Agreements as of the date of assignment and indemnifies Operator for any obligations and liabilities which accrue or arise subsequent to the date of such assignment.

12.10 General Operation During Event Season.
Subject to the terms of this Agreement, during the Event Season Operator shall be responsible for providing the furniture, fixtures, equipment and staff as are necessary for the operation of the Venue as contemplated herein. The Parties acknowledge that the Operator intends to rent or lease or subcontract a substantial portion of such furniture, fixtures, equipment and staff.

ARTICLE 13.
GENERAL VENUE MANAGEMENT AND OPERATIONS SERVICES

13.1 Scope of Management and Operation Services.

13.1.1 Definition. “Management and Operations Services” shall mean Operator’s conducting the day to day and overall management and operation of the Venue during the Event Season and during Dismantling and Reassembly.

13.1.2 Example of Management Operations. The following is a non-exclusive list of examples of Management and Operation Services:

(a) Preparation of financial statements relating to the Naming Rights Proceeds, Net Naming Rights Proceeds, Naming Rights Fee, Gross Concession Revenue, Gross Concession Revenue Fee, Parking Surcharge, Public Sector Event Costs, Attendance Fee, Tickets, and Ticket Fee;

(b) Maintaining a Ticket Manifest, which the CPD shall be entitled to review;

(c) Scheduling and booking of Events, and marketing and scheduling and booking of Operator Events, and developing Sponsorship relationships for Operator Events;

(d) Supervising and directing Operator’s employees and personnel;

(e) Evaluating and coordination of the acquisition of furniture, fixtures, equipment, etc. for the Venue;

(f) Requiring on-site personnel to wear uniforms and nametags while on duty;

(g) Using and causing its Subcontractors to use environmentally safe products and goods; and

(h) Reasonably securing and protecting the Venue during the Event Season.
13.2 Allocation of Management and Operational Responsibility.

13.2.1 Operator Responsibility. Subject to the terms of this Agreement, the Operator shall be obligated to perform and pay for all costs incurred by Operator and related to the Management and Operation Services of the Venue provided by Operator or a Subcontractor of Operator.

13.2.2 CPD Responsibility. Subject to the terms of this Agreement, the CPD shall not be obligated to perform nor pay for any costs related to the Management and Operation Services of the Venue.

13.3 Standard. The Operator shall manage and operate the Venue according to the standards it adheres to in the management and operation of other venues of similar size to the Venue. The Operator agrees that the Venue is to be managed, operated, maintained and promoted in a manner and comparable to other venues of similar size to the Venue.

13.4 Subcontractors. All Subcontractors which the Operator may use in connection with performing its obligations hereunder shall not (i) be delinquent on the payment of any taxes or licensing fees or other fees owed to the City of Chicago, Cook County or the State of Illinois, (ii) within the past five years either convicted of a criminal offense or had a civil judgment rendered against them for improperly obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (iii) be disqualified to enter into a contract with either the CPD or the City, or (iv) be under investigation for any of the foregoing. In the event that CPD, in its reasonable judgment, finds a Subcontractor objectionable, then CPD within forty-five (45) days after Operator’s receipt of written notice from CPD identifying such Subcontractor and setting forth the reasons for such objection, Operator shall cause such Subcontractor to cease providing services or work at the Venue.

13.5 Personnel. Operator shall ensure that the management personnel utilized in the Operator’s performance of this Agreement shall be qualified and experienced in the field of services which they are providing.

ARTICLE 14.
MAINTENANCE AND CUSTODIAL SERVICES

14.1 Scope of Maintenance and Custodial Services.

14.1.1 Definition. "Maintenance Services" shall mean the reasonably necessary maintenance, custodial and non-capital repair services for the Venue during the Event Season and during Dismantling and Reassembly.

14.1.2 Examples of Maintenance Services. The following in a non-exclusive list of examples of Maintenance Services:

(a) Maintenance of the Venue in a reasonably clean and attractive state, including, but not limited to: walkway inside the Venue; cleaning, repairing and replacing Signage at the Venue; maintain fire extinguishers; general facility maintenance and repairs to the Facility by tradesmen as required to ensure a reasonably clean, attractive and safe environment such as maintenance and repairs of electrical equipment, plumbing
fixtures; painting pedestrian areas, offices, rest rooms, etc.; supplying rest rooms with soap, towels, toilet paper and providing for their disposal;

(b) Regular performance of all preventive or routine maintenance which is stipulated in operating manuals as regular, periodic maintenance procedures;

(c) Maintenance and ordinary repairs of all plumbing, electrical systems, gas lines, elevators, HVAC and telecommunications at the Facility;

(d) Maintenance and ordinary repairs of any roofs at the Facility;

(e) Replacement of carpeting which wears out as a result of ordinary wear and tear;

(g) Replacement of a seat which wears out or replacement of a seat standard or the concrete into which the seat is affixed due to such items wearing out;

(i) Re-application of protective materials, such as paint or weather proofing, after original application wears out; and

(j) Garbage, refuse, clean-up and related activities.

14.2 Allocation of Maintenance Service Responsibilities.

14.2.1 Operator Responsibilities. Subject to the terms of this Agreement, the Operator shall be obligated to perform and pay all costs incurred by Operator or on Operator's behalf in connection with the Maintenance Services of the Venue provided by Operator.

14.2.2 CPD Responsibilities. Notwithstanding the foregoing, the CPD shall be obligated to perform and pay the cost of all Maintenance Services required or needed as a result of CPD Misuse.

14.3 Cooperation. Prior to the beginning of each Event Season, and once a month during each Event Season, representatives of the CPD and the Operator shall meet to discuss Maintenance Services requirements and prioritize items in need of such Maintenance Services.

14.4 Self Help. In the event that the CPD, in good faith, believes that the Operator is failing to satisfy its obligations pursuant to Section 14.1.2, and such failure continues after Operator's receipt of written notice thereof from CPD and a reasonable opportunity to cure (but in no event prior to thirty (30) days after the Operator's receipt of such notice), then, in lieu of any other remedies of the CPD under this Agreement, the CPD shall be entitled to the remedy of self help and to perform the Management Services which were set forth in the CPD's notice to the Operator and the CPD shall be entitled to reimbursement from the Operator with respect to all reasonable and necessary costs and expenses incurred by the CPD in connection therewith.

ARTICLE 15.
SECURITY AND CROWD CONTROL SERVICES

15.1 Definitions. "Security and Crowd Control" shall mean reasonable security and crowd control services for the Venue during the Event Season and during Reassembling and Dismantling.
15.2 Examples of Security and Crowd Control Services. The following is a non-exclusive list of items included within Security and Crowd Control Services:

(a) Interaction with the Chicago Police Department and other applicable Governmental Authorities;
(b) Reasonable preventative and proactive security procedures for the reasonable protection of Event Patrons, equipment and physical facilities;
(c) 24 hour a day, seven days a week monitoring of the Venue, the extent of which shall be determined by Operator;
(d) Implementing reasonable procedures to address felonious behavior such as theft and burglary as well as misdemeanors; and
(e) During an Event ensuring that appropriate EMS staffing for medical emergencies is available.

15.3 Allocation of Security and Crowd Control Services Responsibility.

15.3.1 Operator Responsibility. Subject to the terms of this Agreement, the Operator shall be obligated to perform and pay for all costs related to Security and Crowd Control Services, including, but not limited to, additional security as and if required as determined by the Chicago Police, including actual costs of additional manpower provided by the Chicago Police, if, in fact such manpower is provided as a direct result of an event scheduled and managed by the Operator; provided, that Traffic Management Services shall be handled pursuant to Article 17. Such costs must be paid by the Operator to the CPD (or the Chicago Police) upon a reimbursement request.

15.3.2 CPD Responsibility. The CPD shall cooperate with the Operator in coordinating security and crowd control issues with the City and other Governmental Authorities.

15.3.3 Cooperation. Prior to the beginning of each Event Season, and once a month during each Event Season, representatives of the CPD and the Operator shall meet to discuss Security and Crowd Control Services.

15.4 Armed Security Personnel. All armed security personnel shall be contracted through a reputable security agency licensed by the State of Illinois and the City.

ARTICLE 16.
CONCESSION AND RETAIL SERVICES

16.1 Scope of Concession and Retail Services. Definitions. “Concession and Retail Services” shall mean managing and overseeing a program for the sale of Concessions and Merchandise at the Venue during the Event Season.

16.1.2 Examples of Concession and Retail Services. The following is a non-exclusive list of services included within Concession and Retail Services:

(a) Monitoring of Concessionaires;
(b) Implementing procedures to prevent unauthorized vendors from selling Concessions and Merchandise at the Venue;
(c) Implementing procedures to prevent the sale of Concessions and Merchandise at the Venue which have not been authorized by the Operator;

(d) Obtaining and maintaining (or causing to be obtained and maintained) all necessary permits; and

(e) Ensuring that Concessionaires are in compliance with all applicable health and safety codes.

16.2 Allocation of Responsibility.

16.2.1 Operator Responsibility. Subject to the terms of this Agreement, the Operator shall be obligated to perform and pay for all Concession and Retail Services.

16.2.2 CPD Responsibility. Subject to the terms of this Agreement, the CPD shall not be responsible for any Concession or Retail Services.

16.3 General. Subject to the terms of this Agreement, the Operator shall ensure that the Concessionaires provide Concessions for all Events including Public Sector Events, and that the pricing and offering of Concessions at Public Sector Events are not materially different from the pricing and offering at Operator Events. No Concessions or Merchandise shall be sold at the Venue which are not suitable for a public building.

16.4 Insurance and Other Matters. Unless otherwise mutually agreed to by the Operator and the CPD, each Concessionaire contract or agreement shall provide that the Concessionaire (a) obtain all appropriate licenses and approvals for the conduct of its operations, (b) equip, furnish, clean and maintain its concession area in an appropriate manner and as required by applicable Law, (c) indemnify the CPD and the Operator for its operations, and (d) obtain adequate insurance policies naming the Operator and the CPD as additional insured and providing coverage for personal injuries and physical damage to the Facility as a result of its operations.

16.5 Plan. By May 1st of each year the Operator shall submit to the CPD, for informational purposes, a concession, catering and retail plan. Such plan shall include menu and pricing information as well as VIP and retail locations; provided that for 2013 such plan shall be submitted by June 1st.

ARTICLE 17.
TRAFFIC MANAGEMENT SERVICES

17.1 Scope of Parking Facilities and Traffic Management. Definitions. "Traffic Management Services" shall mean providing, maintaining and operating the Parking Facilities and Parking Allotment and conducting traffic management in connection with all Events held at the Venue.

17.1.2 Examples of Traffic Management Services. The following is a non-exclusive list of items included in Traffic Management Services:

(a) Coordination and cooperation with and notification to the Parking Facilities Manager;
(b) Coordination and cooperation with and notification to the Soldier Field manager;

(c) Coordination and cooperation with and notification to the Operator's General Manager of the Facility;

(d) Arranging and providing for shuttle or other services to transport Event Patrons from the Parking Facilities to the Venue;

(e) Providing all necessary personnel to direct and manage traffic flow, parking (including, without limitation, allowing only employees of Operator and authorized users of the Parking Allotment to utilize and park within the Parking Allotment parking spaces) and ingress/egress for each Event; and

(f) Coordination and cooperation with and notification to the Chicago Police Department and other applicable Governmental Authorities.

17.2 Allocation of Responsibility.

17.2.1 Operator Responsibility. The Operator shall not be responsible for any Traffic Management Services, except for those Traffic Management Services which are extra ordinary Traffic Management Services (i.e. motorcade) for which Operator request in writing and is advised (prior to performance of any such extra ordinary Traffic Management Services) by CPD in writing are extra ordinary Traffic Management Services.

17.2.2 CPD Responsibility. Subject to the terms of this Agreement, the CPD shall be obligated to perform and pay for all Traffic Management Services; provided, Operator shall pay and reimburse CPD for all Traffic Management Services costs and expenses related to any Operator Event in which the total expected attendance is 9,000 people or more.

ARTICLE 18. BOOKING AND SCHEDULING OF EVENTS

18.1 Scope of Services - Booking and Scheduling of Events.

"Booking and Scheduling" shall mean any and all actions relating to the scheduling and booking of Events at the Venue, including, but not limited to:

(a) Coordination with and notification to the Museums as to Events which are scheduled;

(b) Coordination with and notification to the Soldier Field Manager; and

(c) Coordination with and notification to the Parking Facilities Manager.

18.2 Allocation of Responsibility.

18.2.1 Operator Responsibility. The Operator shall be obligated for the Booking and Scheduling of all Operator Events for the Venue. The Operator shall cooperate with the CPD and the Public Event Sponsors in the Booking and Scheduling of Public Sector Events. Notwithstanding anything to the contrary contained herein, in no event shall Operator be obligated to market, solicit, promote, negotiate or enter into any booking agreement for any
Event which is not an Operator Event nor shall Operator be obligated to market, solicit, promote or negotiate for any agreement to effect any Event other than an Operator Event.

18.2.2 CPD Responsibility. The CPD shall be responsible for the marketing, soliciting, promoting, negotiating and Booking and Scheduling of all Public Sector Events.

18.3 Procedures and Limitations.

18.3.1 Booking Policy. The Operator shall develop a booking policy and marketing plan ("Booking Policy and Marketing Plan"). By June 1, 2013, the Operator shall submit such Booking Policy and Marketing Plan to the CPD for its review and information. The Operator understands that such Booking Policy and Marketing Plan shall be consistent with the booking policies and marketing plans of similarly sized venues and comply with the CPD Event Standards and Policies.

18.3.2 Cooperation and Advance Notice. At all times, the Operator shall reasonably cooperate with and shall keep the CPD reasonably informed as to proposed Events at the Venue. In furtherance of the foregoing, the Operator shall provide the CPD's Authorized Representatives notice prior to booking any Event. This notice shall include the name, nature, time (if known) and date (if known) of the Event. Unless requested by the CPD to be in writing, such notice shall be communicated by Operator to the CPD as part of the Operator's ordinary communication and cooperation with the CPD's Authorized Representative. It is the intent of this Agreement that the Parties will cooperate fully with each other in order to achieve the mutual objective of providing the public, in person or through the media, with well-managed and well-presented Events. The Parties shall use their mutual reasonable efforts to obtain any necessary approvals or permits from any governmental authority necessary to stage the Events or to carry out the purposes of this Agreement.

18.3.3 Disapproval Rights. The CPD shall have the right to provide the Operator with written notice ("CPD's Disapproval Notice") that the CPD disapproves of such proposed Event, and upon receipt of the CPD's Disapproval Notice, the Operator shall refrain from booking the disapproved of proposed Event. The CPD shall deliver to the Operator the CPD's Disapproval Notice within five (5) days after CPD's receipt of a communication from Operator of a proposed booking for an Event as contemplated in Section 18.3.2. In the event that the CPD does not so deliver the CPD's Disapproval Notice within such period, then such proposed Event shall be deemed approved. By May 1 of each year, the Operator may provide the CPD with a list and description of potential Operator Events for the upcoming Event Season. Within seven (7) days after receipt of such list, the CPD shall give Operator notice of whether CPD disapproves of any of the potential Operator Events on such list. To the extent that the CPD does not provide the Operator such notice within such time period that it disapproves of any of such Operator Events, then such Operator Events shall be deemed approved for that Event Season and shall not be subject to the CPD's further disapproval rights as contemplated above. Upon the written request of the CPD received by Operator at least thirty (30) days prior to the applicable Operator Event, Operator shall cancel the Operator Event set forth in the written notice from the CPD; provided, that, notwithstanding anything to the contrary contained in this Agreement, CPD shall be liable to and hold the Operator harmless from any and all expenses and damages (including, without limitation, consequential and special damages) arising from such cancellation. Each party will use good faith efforts to minimize any such damages.

18.3.4 Applicable Law. Operator agrees that the booking of Events at the Venue are subject to and must not be inconsistent with applicable Law.
18.3.5 **Non-Commercial Operator Events.** The Operator acknowledges that the Venue is a publicly-owned facility. Consequently, prior to each Event Season, the Operator and the CPD shall discuss the possibility of holding Non-Commercial Operator Events which will serve the community and the patrons of the CPD.

**ARTICLE 19.**

**BOX OFFICE, TICKETS, AND ATTENDANCE**

19.1 **General.** The Operator shall at all times, maintain control and direction of the box office, box office personnel and revenue from Ticket sales with respect to Operator Events; provided, however, Operator shall have the right to utilize service providers (such as TicketMaster) for all or a portion of the foregoing.

19.2 **Tickets and Reserved Seating.** The Operator shall issue Tickets or some other form of authorization by Operator for admission to the Venue to each Operator Event Patron. With respect to each Operator Event, the Operator shall use its reasonable efforts to ensure that only those Persons presenting a Ticket or some other form of authorization by Operator for admission to the Venue for such Operator Event be admitted into the Facility to attend such Operator Event.

19.3 **Disabled Patrons.** The Operator shall designate and reserve a reasonable number of seats for Disabled Patrons. In no event shall the number of reserved seats for the Disabled Patrons be less than is required by applicable Law. The Operator or its designated ticket agent shall make tickets available to Disabled Patrons at the same time that tickets first go on sale to the general public.

19.4 **Ticket Prices and Manner of Sale.** The Operator shall determine in its sole discretion the prices for Tickets or some other form of authorization by Operator for admission to the Venue for Operator Events, the manner in which such Tickets or other form of authorization are to be sold, and the terms and conditions of such Tickets or other form of authorization; provided that the manner in which such Tickets or other form of authorization are to be sold, and the terms and conditions of such Tickets or other form of authorization shall be consistent with and not violation of the terms and conditions of this Agreement.

19.5 **Records.** The Operator will maintain appropriate records to demonstrate attendance and number of Tickets issued and sold for Operator Events. Upon the request of the CPD, the Operator shall provide the CPD with accurate information regarding attendance and number of Tickets issued and sold for Operator Events.
19.6 **Box Office and Printing Charges.** The Operator shall be responsible for the cost, expense and commissions directly or indirectly relating to the sale of Tickets for Operator Events.

19.7 **Maximum Attendance.** The number of individuals attending an Operator Event, including all Invitees, Operator personnel, media and broadcasters and other Persons, shall not exceed the maximum attendance allowed by applicable Law.

**ARTICLE 20.**

**FINANCIAL REPORTING**

20.1 **Flash Reports.** Within five (5) days after the conclusion of each Event at the Venue, Operator shall transmit to the CPD General Superintendent or his Authorized Representative a tentative settlement report as reasonably requested by the CPD (the "Flash Settlement Report"). The Flash Settlement Report shall include; at a minimum, number of attendees, the number of Tickets issued, Public Sector Event Costs, Gross Concession Revenues and such other information as the CPD may reasonably request. Operator agrees that the information that CPD may request in a Flash Settlement Report may vary depending on the type, nature and size of the Event.

20.2 **Venue Fee Information.** The Operator shall provide the CPD with such information as the CPD may reasonably request (including a year-end reconciliation) to verify and confirm the Venue Fees and other payments to be paid by Operator hereunder. Upon the CPD’s reasonable notice, the CPD may conduct (or direct a third party to conduct) an audit of the Operator’s Records to verify and confirm the Venue Fees and other payments to be paid by Operator hereunder. The rights and obligations under this Section shall survive for two (2) years following the Termination of this Agreement.

20.3 **Accounting and Record Keeping.** Operator shall maintain adequate financial and accounting books, records and reports ("Records") of the Venue Fees and other payments to be paid by Operator hereunder and Operator shall use accounting and record systems in accordance with GAAP in the maintenance of such Records.

**ARTICLE 21.**

**INSURANCE REQUIREMENTS**

21.1 **Requirements.** During the entire term of this Agreement, Operator agrees to procure and maintain at Operator's own expense the types of insurance specified below:

21.1.1 **Worker's Compensation and Occupational Disease Insurance.** Worker’s Compensation and Occupational Disease Insurance covering all employees in accordance with the laws of the State of Illinois, with statutory limits, and Employer's Liability coverage with limits not less than $1,000,000 each accident or illness.

21.1.2 **Commercial General Liability Insurance (Primary & Umbrella).** Commercial General Liability Insurance (or equivalent, see Garage Liability below) with not less than $1,000,000 per occurrence combined single limits and $2,000,000 aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations with extension of 2 years, contractual liability, independent contractors, broad from property damage, property under
care/custody/control, and explosion/collapse/underground (XCU) hazards, if applicable. The CPD is to be named as an additional insured on a primary, non-contributory basis.

21.1.3 **Automobile Liability Insurance (Primary & Umbrella).** Commercial Automobile Liability Insurance, covering all owned, non-owned and hired vehicles, including the loading and unloading thereof, with limits not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. In addition, all mobile equipment, which is the personal property of the CPD and is assigned to eventual Operator for use by Operator and/or its subcontractors, shall be scheduled on its Commercial Automobile Insurance for coverage under the liability section. Any deductibles shall be the sole responsibility of Operator and/or its subcontractors. **The CPD is to be named as an additional insured on a primary, non-contributory basis.**

21.1.4 **Crime/Fidelity Insurance.** Crime/Fidelity Insurance including, but not limited to, coverage of Employee Dishonesty, Disappearance, and Destruction, Computer Fraud, Forgery, and Money and Securities (inside and outside) with limits not less than $1,000,000.

21.1.5 **Excess Liability Insurance.** Excess Liability Insurance with limits not less than $10,000,000. **The CPD is to be named as an additional insured on a primary non-contributory basis.**

21.1.6 **Primary Coverage and Additional Insured.** Operator's insurance coverage shall be primary insurance as respects to the CPD, its officers, officials, employees and volunteers. Operator's insurance coverage shall name the CPD as an additional insured.

21.1.7 **No Contributions.** Any insurance or self-insurance maintained by the CPD, its officers, officials, employees or volunteers shall not contribute to the Operator's Insurance.

21.1.8 **Notice.** The insurance policy required by this Article shall provide that coverage shall not be suspended, voided, canceled, or non-renewed until after sixty (60) days prior written notice has been given to the CPD and Operator.

21.1.9 **Rating.** Insurance is to be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII covering all operations under this Agreement.

21.1.10 **Certificates.** Operator shall furnish the CPD with a certificate(s) of insurance and with original endorsements effecting coverage required by this clause.

21.1.11 **Procurement.** The CPD shall have no responsibilities whatsoever to Operator with respect to any insurance coverage, its procurement or the absence thereof.

21.1.12 **Indemnification.** Operator expressly understands and agrees that any insurance protection furnished by the Operator hereunder shall in no way limit its responsibility to indemnify and save harmless the CPD pursuant to the terms of this Agreement nor be used to offset the Operator's indemnification obligations.

21.2 **Waiver of Subrogation.** The Operator and CPD agree that all insurance against loss or damage to property and business interruption or rent loss shall be endorsed to provide
that any release from liability or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery contained in any other section of this Agreement, but rather in confirmation and furtherance thereof, each of the Parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property or damages as a result of business interruption or rent loss insured under valid andcollectible insurance policies to the extent of any recovery collectible under such insurance policies.

21.3 Subcontractors and Independent Contractors. Operator shall require all subcontractors and independent contractors including, but not limited to, ushers, gatemen, security forces, maintenance, custodians, concessionaires, landscapers, exterminators, medical/ambulance service and food sanitation inspectors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as may be required by the CPD.

21.4 Annual Submission of Proof of Insurance. By June 1, 2013 and by December 31 of each Fiscal Year, Operator shall furnish the CPD with original insurance certificates evidencing the required coverages. In addition, Operator shall annually furnish the CPD copies of receipts for payments of premiums regarding such policies.

ARTICLE 22.
TAXES

22.1 CPD Responsibility. The CPD hereby agrees to pay when due, if any, all Parking Taxes (except as applicable to the Parking Allotment) and Property Taxes which are due or payable during the Term and to indemnify, defend and hold the Operator harmless from and against all such Parking Taxes (except as applicable to the Parking Allotment) and Property Taxes.

22.2 Operator Responsibility. The Operator hereby agrees to pay when due, if any, all Amusement Taxes, Sales Taxes for items sold by or on behalf of the Operator, Parking Taxes applicable to the Parking Allotment, Entertainment Taxes, and any other taxes or assessments which are levied or assessed by a Governmental Authority and become due or payable during the Term and which relate to the exercise of the Operator’s rights or licenses hereunder and its use or occupancy of the Venue, and to indemnify, defend and hold harmless the CPD from and against all such taxes.

22.3 CPD Cooperation. In the event that any Leasehold and Use Tax shall be assessed against the Operator’s rights or interests arising under this Agreement, the Operator shall have the right to contest such tax if there is a reasonable basis for such contestation and, in such event, the CPD shall, at the Operator’s expense, reasonably cooperate with the Operator in such defense.

22.4 Operator Cooperation. In the event that any Property Tax or Leasehold and Use Tax shall be assessed against the CPD’s rights or interests in the Facility arising under this Agreement, the CPD shall have the right to contest such tax if there is reasonable basis for such contestation and, in such event, the Operator shall, at the CPD’s expense, reasonably cooperate with the CPD in such defense.
22.5 Leasehold and Use Taxes.

CPD believes that there will be no Leasehold and Use Taxes assessed or due or payable as a result of this Agreement or the operation of the Venue; however, in the event any Leasehold and Use Taxes are imposed upon CPD, the Venue or Operator, Operator shall promptly pay prior to the delinquency all Leasehold and Use Taxes so imposed for periods falling within the Term of this Agreement. This obligation shall survive the expiration of the Term or any earlier Termination.

ARTICLE 23.

LIENS

23.1 Operator. The Operator shall not create or cause to exist any Lien on the Venue or Capital Improvements. Without the prior written consent of the CPD, the Operator shall not create or permit to exist any Lien claiming by, through or under the Operator on the Operator’s rights, licenses and interests granted hereunder, including but not limited to the Operator Use Rights, Signage Rights and Naming Rights.

23.2 CPD. The CPD shall not create or cause to exist any Lien on the Venue or the Capital Improvements which will hinder, disturb or interfere with the Operator’s rights or interest under this Agreement or which would not be subordinate to the Operator’s rights and interests under this Agreement. The CPD will not allow a foreclosure or similar proceeding to occur on such Lien which will hinder, disturb or interfere with the Operator’s rights or interests under this Agreement.

23.3 License and Permit Fees. Operator shall pay promptly all license fees and permit fees of whatever nature applicable to the operation of the Venue by the Operator as required by this Agreement, and take out and keep current all municipal, state or federal licenses required for the conduct of Operator's business hereunder and shall not permit any of said license fees or permit fees to become delinquent.

ARTICLE 24.

DEFAULT AND REMEDIES.

24.1 Default. Operator Default. The following shall constitute an event of default by Operator ("Operator Default") hereunder:

1. a failure of Operator to perform or satisfy its monetary obligations hereunder that remains uncured for fifteen (15) days after receipt of written notice thereof from the CPD; or

2. a material failure by Operator to perform or satisfy its non-monetary obligations hereunder that remains uncured for forty-five (45) days after receipt of written notice thereof from the CPD; provided, that if the nature of Operator’s default is such that more than forty-five (45) days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator shall commence such cure within said forty-five (45) period and thereafter diligently prosecute such cure to completion but in any event such cure must be completed within sixty (60) days; or

3. a material failure by the Operator to satisfy its obligations under Section 12.4 that remains uncured for forty-five (45) days after receipt of written notice thereof from the CPD; provided, that if the nature of Operator’s default is such that more than forty-five (45) days
are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator shall commence such cure within said forty-five (45) period and thereafter diligently prosecute such cure to completion but in any event such cure must be completed within sixty (60) days; or

4. a material breach of any representation or warranty made by Operator which remains uncured for forty-five (45) days after receipt of written notice thereof from the CPD; provided, that if the nature of Operator’s default is such that more than forty-five (45) days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator shall commence such cure within said forty-five (45) period and thereafter diligently prosecute such cure to completion but in any event such cure must be completed within sixty (60) days; or

5. any misappropriation of funds or property by Operator or its employees which remains uncured for fifteen (15) days after notice thereof by the CPD to Operator; provided the CPD may extend this cure period in its sole discretion if the CPD is satisfied that such misappropriated funds or property will be satisfied or covered by insurance; or

6. failure by Operator to maintain any of the insurance required to be maintained by it hereunder or to pay the premiums therefor when due which remains uncured for fifteen (15) days after receipt of written notice thereof from the CPD, unless such failure results from the CPD’s failure to provide Operator with the necessary funds as required hereunder; or

7. the filing by Operator of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed; or

8. the initiation against Operator by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; or

9. the judicial appointment of a receiver for Operator with respect to all or a portion of their respective assets; or

10. the violation by Operator of any applicable Law relating to the Venue which Operator is obligated to comply with pursuant to the terms of this Agreement and the continuation of such violation for a period of forty-five (45) days after any Governmental Authority gives notice thereof to Operator (or sooner if such violation results in the initiation of enforcement proceedings); provided, that if the nature of Operator’s default is such that more than forty-five (45) days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator shall commence such cure within said forty-five (45) period and thereafter diligently prosecute such cure to completion but in any event such cure must be completed within sixty (60) days; or

11. failure to satisfy MBE/WBE requirements on an annual basis which remains uncured for forty-five (45) days after receipt of written notice thereof from the CPD; provided, that if the nature of Operator’s default is such that more than forty-five (45) days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator shall commence such cure within said forty-five (45) period and thereafter diligently prosecute such cure to completion but in any event such cure must be completed within sixty (60) days; or

12. default under or termination, revocation or rescission of the Parent Guaranty without the consent of the CPD.
24.1.2 CPD Default. The following shall constitute an event of default by the CPD ("CPD Default") hereunder:

1. a failure of CPD to perform or satisfy its monetary obligations hereunder that remains uncured for fifteen (15) days after receipt of written notice thereof from the Operator; or

2. a material failure by CPD to perform or satisfy its non-monetary obligations hereunder that remains uncured for forty-five (45) days after receipt of written notice thereof from the Operator; provided, that if the nature of CPD's default is such that more than forty-five (45) days are reasonably required for its cure, then CPD shall not be deemed to be in default if CPD shall commence such cure within said forty-five (45) period and thereafter diligently prosecute such cure to completion but in any event such cure must be completed within sixty (60) days; or

3. a material breach of any representation or warranty made by CPD which remains uncured for forty-five (45) days after receipt of written notice thereof from the Operator; provided, that if the nature of CPD's default is such that more than forty-five (45) days are reasonably required for its cure, then CPD shall not be deemed to be in default if CPD shall commence such cure within said forty-five (45) period and thereafter diligently prosecute such cure to completion but in any event such cure must be completed within sixty (60) days; or

4. a failure of CPD to provide the required parking at the Parking Allotment for any Event; or

5. the violation by CPD of any applicable Environmental Law relating to the Venue which CPD is obligated to comply with pursuant to the terms of this Agreement and the continuation of such violation for a period of forty-five (45) days after any Governmental Authority gives notice thereof to CPD (or sooner if such violation results in the initiation of enforcement proceedings); provided, that if the nature of CPD's default is such that more than forty-five (45) days are reasonably required for its cure, then CPD shall not be deemed to be in default if CPD shall commence such cure within said forty-five (45) period and thereafter diligently prosecute such cure to completion but in any event such cure must be completed within sixty (60) days.

24.2 Remedies. Upon an Operator Default or a CPD Default, the non-defaulting party shall have the following rights and remedies: (i) terminate this Agreement upon at least ten (10) days prior written notice, (ii) perform the defaulting party’s obligations hereunder and be reimbursed by the defaulting party for the reasonable and necessary costs of the non-defaulting party performing such obligations, which reimbursement shall be due within fifteen (15) days after receipt of demand or invoice therefor, (iii) for a default to pay money, the non-defaulting party may withhold or set off the amount of such default against amounts due or becoming due to the defaulting party until the amount of such default is fully satisfied, (iv) seek actual monetary damages against the defaulting party, and (v) exercise all rights and remedies available at law or in equity. Notwithstanding anything to the contrary contained herein but subject to the provisions of Section 18.3.3, in no event shall either party be entitled to claim or make a recovery for any consequential, punitive or special damages, and each party hereby unconditionally waives all claims for any consequential, punitive and special damages.
ARTICLE 25.
INDEMNIFICATION

25.1 General. Operator must defend, indemnify, keep and hold harmless the CPD, its commissioners, officers, representatives, agents, volunteers and employees from and against any and all Losses which in any way arise out of or relate to any negligent or wrongful act, error or omission of Operator (or those of its officers, agents, employees, consultants, subcontractors or licensees) or Operator's breach of this Agreement, including those related to:

(a) injury, death or damage of or to any person or property;
(b) any infringement or violation of any property right (including any patent, trademark or copyright);
(c) Operator's failure to perform or cause to be performed Operator's covenants and obligations as and when required under this Agreement; and
(d) injuries to or death of any employee or subcontractor of Operator under any workers compensation statute.

25.2 Defense. At the CPD's option, Operator must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the CPD has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Operator of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the CPD.

25.3 Waiver. To the extent permissible by Law, Operator waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Operator that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The CPD, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.
25.4 Survival. The indemnities in this Article shall survive Termination of the Agreement for matters occurring or arising prior to such Termination.

25.5 Additional Obligations. Operator acknowledges that the requirements set forth in this section to indemnify, keep and hold harmless and defend the CPD are separate and apart from and not limited by the Operator's duties under the Agreement, including the insurance requirements.

ARTICLE 26.
REPRESENTATIONS AND WARRANTIES.

26.1 Representations, Warranties and Covenants Relating to the Operator. The Operator represents, warrants and covenants to the CPD as follows:

26.1.1 Organization. The Operator is a corporation duly organized, existing and in good standing under the laws of the State of Delaware. The Operator possesses full and adequate corporate power and authority to own, operate and lease its properties, and to carry on and conduct its business as it is currently being conducted. The Operator is duly qualified or licensed to conduct business as a foreign corporation in the State of Illinois. Live Nation Entertainment, Inc., is the ultimate sole corporate parent of the Operator.

26.1.2 Authorization. The Operator has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties under this Agreement. The execution, delivery and performance of this Agreement by the Operator has been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete and certified copy of the authorizing resolutions has been delivered to the CPD. This Agreement has been duly executed and delivered by the Operator.

26.1.3 Binding Obligation. This Agreement constitutes the legal, valid and binding obligations of the Operator, and is enforceable against the Operator in accordance with its terms.

26.1.4 No Conflict With Governing Documents. The execution, delivery and performance of this Agreement do not and will not result in or cause a violation or breach of or a conflict with any provision of the Operator's articles of incorporation, by-laws or other governing documents, which will have a material adverse effect on the Operator's ability to perform and satisfy its obligations and duties under this Agreement.

(a) Law. The execution, delivery and performance of this Agreement by the Operator do not and will not result in or cause a violation or breach of or a conflict with any statute, law, code, ordinance, rule, regulation, judgment, order, writ, arbitral award, decree or injunction applicable to the Operator or any of its properties or assets which will have a material adverse effect on the Operator's ability to perform and satisfy its obligations and duties under this Agreement.

(b) Contracts. The execution, delivery and performance of this Agreement by the Operator do not and will not result in a breach or violation of, conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which the Operator is a party or by which the Operator or any of its properties or assets are
bound which will have a material adverse effect on the Operator’s ability to perform and satisfy its obligations and duties under this Agreement.

26.1.5 Taxes. The Operator has not failed to file any applicable income or other tax returns or to pay any income or other taxes when due which failure would have a material adverse effect on the Operator’s ability to perform and satisfy its obligations and duties under this Agreement. There is no controversy or objection pending, or to the knowledge of the Operator, threatened in respect of any tax return of the Operator which would have a material adverse effect on the Operator’s ability to perform and satisfy its obligations and duties under this Agreement.

26.1.6 Place of Business. The principal place of business of the Operator is 233 North Michigan Avenue, Suite 2700, Chicago, Illinois 60601 and the Operator shall provide the CPD prompt written notice of any change in such location.

26.1.7 Absence of Litigation. There is no action, suit, proceeding, claim, or arbitration pending against the Operator or its assets or properties which if unfavorably determined would have a material adverse effect on the Operator’s ability to perform and satisfy its obligations and duties under this Agreement.

26.2 Representations, Warranties and Covenants Relating to the CPD. The CPD represents, warrants and covenants to the Operator as follows:

26.2.1 Organization. The CPD is a municipal corporation duly organized and existing pursuant to 70 Illinois Compiled Statutes §1505/1 et seq. The CPD possesses full and adequate power and authority to own, operate and lease its properties, and to carry on and conduct its business as it is currently being conducted.

26.2.2 Authorization. The CPD has the full right, power and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties under this Agreement. The execution, delivery and performance of this Agreement by the CPD has been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete and certified copy of the authorizing resolutions has been delivered to the Operator. This Agreement has been duly executed and delivered by the CPD.

26.2.3 Binding Obligation and Enforcement. This Agreement constitutes the valid and binding obligations of the CPD, and is enforceable against the CPD in accordance with its terms.

26.2.4 No Conflict.

(a) Governing Documents. The execution, delivery and performance of this Agreement by the CPD do not and will not cause or result in a violation or breach of, or conflict with any provision of the CPD’s governing documents or rules, policies or regulations applicable to the CPD which will have a material adverse affect on the ability of the CPD to perform and satisfy its obligations and duties under this Agreement.

(b) Law. The execution, delivery and performance of this Agreement by the CPD does not and will not cause or result in a violation or breach of or conflict with any statute, law, code, ordinance, rule, regulation, judgment, order, writ, arbitral award, decree or injunction applicable to the CPD or any of its properties.
or asset, which will have a material adverse affect on the ability of the CPD to perform and satisfy its obligations and duties under this Agreement.

(c) Contracts. The execution, delivery and performance of this Agreement by the CPD do not and will not cause or result in a violation or breach of or conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which the CPD is a party or by which the CPD or any of its properties or assets are bound which will have a material adverse affect on the ability of the CPD to perform and satisfy its obligations and duties under this Agreement.

26.2.5 Place of Business. The principal place of business of the CPD is 541 North Fairbanks Court, Chicago, Illinois 60611, and the CPD shall provide the Operator with prompt written notice of any change in such location.

26.2.6 Absence of Litigation. There is no action, suit, proceeding, claim, arbitration, or investigation pending or, to the General Superintendent's knowledge, threatened by any person or entity, against the CPD or its assets or properties which if unfavorably determined against the CPD would have a material adverse effect on the CPD's ability to perform and satisfy its obligations and duties under this Agreement.

26.2.7 Operator Environmental Law Representations, Warranties and Covenants. The Operator represents, warrants and covenants that (i) the Operator and the Operator Invitees will not knowingly generate, use, store, treat, transport, manufacture, handle, produce or dispose of any Hazardous Materials, on, in or about the Venue, except for amounts customarily used in facilities comparable to the Facility and in compliance with all Environmental Laws; (ii) the operations of the Operator and the Operator Invitees at the Venue will comply with all Environmental Laws; (iii) with respect to the Venue, the Operator shall promptly notify the CPD upon becoming aware of any investigation, proceeding, complaint, order, directive, claim, citation or notice by any Governmental Authority or any other Person which is directed or threatened against the Operator and the Operator Invitees, and Operator shall take prompt and appropriate actions to respond thereto; and (iv) with respect to the Venue, the Operator shall promptly notify the CPD upon becoming aware of any non-compliance with or violation of the requirements of any Environmental Law or the release, spill or discharge, threatened or actual, of any Hazardous Material or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Material or any other environmental, health or safety matter, any of which affects the Operator in its business operations at the Venue or affects the Venue. In the event that the Operator hires, employs, authorizes or directs an environmental engineer or any other party to perform or conduct any tests or analysis or to gather or collect information or data with respect to any matter related to the Environmental Laws in connection with the Venue, the Operator shall promptly notify the CPD and shall promptly provide the CPD with copies of these tests results, analysis information and data, and all reports and remediation plans related thereto. The CPD, at the CPD's option, may accompany the environmental consultant on the environmental consultant's visits to the Venue.

26.2.8 Operator Environmental Indemnity and Release. Operator shall defend, indemnify and hold harmless and hereby releases CPD and the CPD's employees, representatives, volunteers, agents, independent contractors (excluding the Operator), invitees,
and Public Sector Event Patrons from and against any and all Environmental Loss of any and every kind whatsoever that may now or in the future be paid, incurred or suffered by Operator and any CPD of the CPD's employees, representatives, volunteers, agents, independent contractors (excluding the Operator), invitees, and Public Sector Event Patrons in connection with any Environmental Loss related to the Operator or an Operator Invitee causing the placement on or under, or causing the escape, seepage, leakage, spillage, discharge, emission, discharging, release or threatened release from, at, on, to, in or under any portion of the Venue of any Hazardous Materials, unless resulting from an Existing Environmental Condition or any negligent act or omission of CPD or the CPD's employees, representatives, volunteers, agents, independent contractors (excluding the Operator), invitees, or Public Sector Event Patrons. The representations, covenants, warranties, releases and indemnities contained in this subsection shall survive the Termination of this Agreement and the foregoing indemnity shall be in addition to and not in limitation of any other indemnity contained in this Agreement.

26.2.9 CPD Environmental Law Representations, Warranties and Covenants. The CPD represents, warrants and covenants that (i) to the best of the CPD's knowledge, the Venue is in compliance with all Environmental Laws and as of the date of this Agreement there are no Hazardous Materials present at the Venue which, if disturbed, could cause a violation of any Environmental Law, (ii) the CPD and the CPD's employees, representatives, volunteers, agents, independent contractors (excluding the Operator), invitees, and Public Sector Event Patrons will not knowingly generate, use, store, treat, transport, manufacture, handle, produce or dispose of any Hazardous Materials, on, in or about the Venue, except in compliance with all Environmental Laws; (iii) the operations of the CPD and the CPD's employees, representatives, volunteers, agents, independent contractors (excluding the Operator), invitees, and Public Sector Event Patrons at the Venue will comply with all Environmental Laws; (iv) with respect to the Venue, the CPD shall promptly notify the Operator upon becoming aware of any investigation, proceeding, complaint, order, directive, claim, citation or notice by any Governmental Authority or any other Person which is directed or threatened against the CPD or the CPD's employees, representatives, volunteers, agents, independent contractors (excluding the Operator), invitees, or Public Sector Event Patrons, and CPD shall take prompt and appropriate actions to respond thereto; and (v) with respect to the Venue, the CPD shall promptly notify the Operator upon becoming aware of any non-compliance with or violation of the requirements of any Environmental Law or the release, spill or discharge, threatened or actual, of any Hazardous Material or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Material or any other environmental, health or safety matter, any of which affects the CPD or its business, operations, assets or the Venue. In the event that the CPD hires, employs, authorizes or directs an environmental engineer or any other party to perform or conduct any tests or analysis or to gather or collect information or data with respect to any matter related to the Environmental Laws in connection with the Venue, the CPD shall promptly notify the Operator and shall promptly provide the Operator with copies of these tests results, analysis information and data, and all reports and remediation plans related thereto. The Operator, at the Operator's option, may accompany the environmental consultant on the environmental consultant's visits to the Venue. Upon completion of any proposed remediation plan and the approval thereof by Operator, the CPD shall promptly, at its own cost and expense, undertake and perform such remediation plan by contractors reasonably acceptable to the Operator, and if required by Environmental Laws, obtain from the applicable Governmental Authority a closure letter or other evidence that the Venue complies with applicable Environmental Laws.

26.2.10 CPD Environmental Indemnity and Release. Notwithstanding anything to the contrary contained in this Agreement, CPD shall defend, indemnify and hold
harmless and hereby releases Operator and the Operator Invitees from and against any and all Environmental Loss of any and every kind whatsoever that may now or in the future be paid, incurred or suffered by Operator and any Operator Invitees in connection with any Environmental Loss related to (i) the environmental condition of the Venue, including, without limitation, the presence of any Hazardous Materials thereon or thereat, as of the date of this Agreement ("Existing Environmental Condition") or (ii) the placement on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging, release or threatened release from, at, on, to, in or under any portion of the Venue of any Hazardous Materials prior to the date of this Agreement or except to the extent an Existing Environmental Condition is exacerbated by the gross negligence or willful misconduct of Operator or an Operator Invitee (as determined by clear and convincing evidence) in which case Operator shall be liable to the extent of such gross negligence or willful misconduct, or (ii) if caused in whole or in part by CPD or the CPD's employees, representatives, volunteers, agents, independent contractors (excluding the Operator), invitees, or Public Sector Event Patrons. The representations, covenants, warranties, releases and indemnities contained in this subsection shall survive the Termination of this Agreement and the foregoing indemnity shall be in addition to and not in limitation of any other indemnity contained in this Agreement.

26.3 Survivability. Each of the representations, warranties and covenants made by the Parties hereto shall be deemed continuing in nature and shall survive the execution, delivery and Termination of this Agreement.

ARTICLE 27.
MISCELLANEOUS

27.1 Amendments; Waivers. No amendment, modification, termination, discharge or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties hereto, and then such waiver or consent shall be effective only for the specific purpose for which given. The making or failure to make any payment, take any actions or waive any rights shall not be deemed an amendment of this Agreement nor a consent to such action or to any future action or failure to act, unless the party required to so consent or act expressly agrees in writing. No waiver by any party of any breach of any provision of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand or, any party in any case shall, of itself, entitle such party to any other or further notice of demand in similar or other circumstances.

27.2 Choice of Law. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regards to the choice of law provisions of the State of Illinois.

27.3 Attorneys Fees. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorneys fees and costs in such proceeding or any appeal therefrom.

27.4 Confidentiality. The Parties agree that all financial and operating information exchanged by each party in fulfilling its obligations under this Agreement shall be treated as confidential, and shall only be disclosed as required by Law or court order or upon the written consent of the non-disclosing party hereto. The provisions of this Section do not include
information which is publicly available or is obtained from third parties unrelated to the transactions contemplated by this Agreement.

27.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A facsimile signature of any party shall be considered to have the same binding effect as an original signature.

27.6 Cumulative Rights and Remedies. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

27.7 Development. The Parties agree that neither party shall have any liability under this Agreement for any delays in the completion of the Venue, and that neither party shall be deemed in breach of or default under this Agreement in the event of any delays in the completion of the Venue.

27.8 Drafting. The parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto stipulate and agree that the rules of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

27.9 Entire Agreement. Except for the Development Agreement and the Parent Guaranty, this Agreement contains the entire agreement between the Parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied or by operation of law, between them or other than as herein set forth or as specifically referred to herein.

27.10 Expenses. Each party hereto shall bear its own costs and expenses with respect to the preparation, negotiating, execution and delivery of this Agreement.
27.11 Further Assurances. Each party shall execute and deliver such other reasonable documents, instruments and agreements, and take such actions as are reasonably necessary or desirable to effectuate the transactions contemplated herein or as required by Law.

27.12 Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

27.13 Jurisdiction, Venue and Forum. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the City and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local, state, or federal court located within the City and hereby waives any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.

27.14 Jury Trial. Each party irrevocably waives any right to trial by jury in any judicial action or proceeding regarding this Agreement (i) to enforce or defend any rights or any arbitration ruling under or in connection with this Agreement or any amendment, instrument, document or other agreement delivered or which may in the future be delivered in connection herewith or therewith, or (ii) arising from any dispute or controversy in connection with or related to this Agreement or any such amendment, instrument, document or other agreement.

27.15 Late Payments. All amounts payable hereunder by any party shall, from and after the date on which such amount is due until the date that such amount is paid, bear interest at the rate of two percent (2%) per annum in excess of the corporate base (or equivalent) rate charged from time to time by Chase Bank or its successor.

27.16 Mutual Cooperation. It is the intent of this Agreement that the Parties will cooperate fully with each other in order to achieve the mutual objective of providing the public, in person or through the media, with well-managed and well-presented Events. The Parties shall use their mutual reasonable efforts to obtain any necessary approvals or permits from any governmental authority necessary to stage the Events or to carry out the purposes of this Agreement.

27.17 Cooperation On Material Cost Issues. Notwithstanding anything to the contrary contained in this Agreement, in the event that (i) any amendment to the CPD Code increases (by more than $1,000 in any twelve (12) month period) the obligations or liabilities of Operator under this Agreement or the cost of Operator to perform its obligations under this Agreement or limit or reduce any rights of Operator under this Agreement (including, without limitation, derivative rights of a Person under any Signage Rights Agreement, Naming Rights Agreement or Product Rights Agreement), (ii) any CPD Event Standard or Policy increases (by more than $1,000 in any twelve (12) month period) the obligations or liabilities of Operator under this Agreement or the cost of Operator to perform its obligations under this Agreement, (iii) any provision of the Ethics Code increases (by more than $1,000 in any twelve (12) month period) the obligations or liabilities of Operator under this Agreement or the cost of Operator to perform its obligations under this Agreement, or (iv) any Leasehold and Use Taxes payable by Operator in any twelve (12) month period are in excess of $1,000, then the Operator shall give CPD
written notice of such matter within fourteen (14) days after Operator has actual knowledge thereof (defined as the knowledge of the regional president of Live Nation Entertainment for the region in which the Venue is located) and within four (4) business days of the CPD's receipt of such notice the Parties shall meet and negotiate in good faith to reach a mutual agreement on the allocation of the costs of such matter between the Parties or a reduction of the Venue Fees for the costs of such matter, and if the Parties can not reach such a mutual agreement within three (3) business days, then at any time thereafter the Operator shall have the right to terminate this Agreement by written notice thereof to the CPD.

27.18 No Agency or Partnership Relationship
(a) Nothing in this Agreement is intended nor shall be deemed to create an agency, relationship, partnership, or joint venture between the CPD on the one hand, and the Operator on the other hand.
(b) Nothing in this Agreement is intended nor shall be deemed to grant to the CPD any power, right or authority to bind or otherwise contractually obligate the Operator.
(c) Nothing in this Agreement is intended nor shall be deemed to grant to the Operator any power, right or authority to bind or otherwise contractually obligate the CPD.
(d) No employee of the Operator shall be deemed an employee of the CPD.
(e) No employee of the CPD shall be deemed an employee of the Operator.

27.19 Notices; Communication. All notices, requests, demands and other communications provided for hereunder shall be in writing, sent by certified or registered mail, postage prepaid, by facsimile, telegram or nationally recognized overnight carrier or delivered in person, and addressed as follows:

If to the Operator: Live Nation
2000 West Loop South, Ste. 1300
Houston, TX 77027
Attn: James Tucker, SVP of Legal Affairs

If to the CPD:
Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Superintendent
and First Deputy General Counsel

with cc to:
Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: First Deputy General Counsel

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this subsection. Each party is hereby authorized to rely upon and accept as an original any document or other communication which is sent to such party by facsimile or other electronic transmission (each, a "Communication") which such party in good faith believes has been signed by the other party and has been delivered to such party by a properly authorized representative of the sending
party, whether or not that is in fact the case. Notwithstanding the foregoing, no party shall be obligated to accept any such Communication as an original and may in any instance require that an original document be submitted to it in lieu of, or in addition to, any such Communication.

27.20 Service of Process. Each party hereby waives personal service of any and all process and consents that all such service of process may be made by certified mail, return receipt requested, directed to such party as set forth herein in the manner provided by applicable statute, law, rule of court or otherwise.

27.21 Severability. In the event that any provision of this Agreement or the application thereof is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement and the application thereof shall not be affected thereby.

27.22 Third Party Beneficiaries. Except for the indemnity and release provisions inuring to the benefit of the parties set forth therein, this Agreement, whether express or implied, is not intended to confer upon any person or entity any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns.

27.23 Recordation. Neither Party may make any filing nor recordation of this Agreement to protect their rights and interests hereunder, and the other Party shall cooperate in such filings and recordation.

27.24 Licenses and Liens. Operator shall pay promptly all license fees and permit fees of whatever nature applicable to the Operator's operation of the Venue, and take out and keep current all municipal, state or federal licenses required for the conduct of its business hereunder and shall not permit any of such license fees or permit fees to become delinquent. Operator shall not permit any mechanic's or materialman's or any other lien to become attached to the Venue or any improvements thereto or thereon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished at Operator's request for projects approved and funded by the CPD by any mechanic or materialman.

27.25 Force Majeure. Except as otherwise provided herein, neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by (a) fire, hurricane, flood, act of God, terrorist act, major mechanical or structural failure, or civil commotion adversely affecting the reasonable management or operation of the Venue, or (b) any law, rule, regulation or order of any public or military authority stemming from the existence of economic or emergency controls, hostilities, war or governmental law or regulations; provided, however, that any such occurrence or the adverse effects of such occurrence are not reasonably foreseeable and are beyond the reasonable control of the affected party; provided further that each party shall take reasonable actions to mitigate any unforeseen events.

27.26 Strikes and Labor Matters. Neither party shall be obligated to perform any of its obligations hereunder, nor shall either party be deemed to be in default, to the extent performance is prevented by strikes or labor disputes (provided that such party has not committed unfair labor practices and provided further, that such party shall take reasonable steps to mitigate such strike or labor dispute), nor shall employees of the Operator or the CPD be required to cross picket lines(s) at the Venue.
27.27 Interpretation. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of the Agreement. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. Words of any gender include the correlative words of the other gender. All references to any Exhibit shall be deemed to include all supplements and/or amendments to such Exhibits.

27.28 Dispute Resolution. With respect to any dispute arising from this Agreement, each party shall be obligated to follow the following procedure: First, the CPD Authorized Representative, and the Operator Authorized Representative shall attempt in good faith to resolve such a dispute in a timely manner; second, if they cannot reach a resolution in a timely manner, then the CPD General Superintendent and the president or a vice president of the Operator shall attempt in good faith to resolve such dispute in a timely manner; and third, if they cannot reach a resolution in a timely manner, then the parties be entitled to file or institute a suit, action or proceeding in a court of competent jurisdiction.

27.29 Successors and Assigns. Subject to the provisions set forth herein, this Agreement shall bind and inure to the benefit of the Operator, the CPD and their respective successors and assigns. Neither the Operator nor the CPD shall assign, subcontract, transfer or otherwise convey all or any portion of this Agreement (unless expressly provided otherwise in this Agreement) without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the preceding sentence, CPD shall have no consent rights with respect to Operator’s assignment, sublease, transfer or conveyance of all or a portion of this Agreement to any Person that is a successor of Operator or of any direct or indirect interest of Operator or that of its direct or indirect parent company through any public offering or “spin-off” ; provided that for any of the foregoing the Parent Guaranty shall still be in effect after the date of such Operator’s assignment, sublease, transfer or conveyance. Notwithstanding anything to the contrary contained in this Agreement, a change of controlling interest in Operator or that of its direct or indirect parent company shall not be an assignment, sublease, transfer or conveyance of all or a portion of this Agreement; provided that for any of the foregoing the Parent Guaranty shall still be in effect after the date of such Operator’s assignment, sublease, transfer or conveyance.

No member of the governing body of the CPD or other unit of government and no other officer, employee, or agent of the CPD or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in this Agreement.

27.30 New Contract. Nothing in this Agreement shall restrict or limit the CPD’s right to issue, prior to the expiration for the Term, a request for proposals for the management of the Venue. The Operator shall have the right if it so desires and to the extent provided by Applicable Law to submit a management proposal in response to the Request for Proposals.

27.31 Ownership. The CPD will maintain all ownership interests in the Venue. Operator shall have no ownership rights or interest in the Venue nor represent or hold itself as having such rights or interest.

27.32 Subpoena. If Operator is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Operator’s possession by reason of this Agreement, Operator must promptly give notice to the CPD with the understanding that the CPD will have the opportunity to
contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Operator, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless such subpoena or request is quashed or the time to produce is otherwise extended.

**27.33 Timeliness of Performance.** The Operator and the CPD shall satisfy their respective obligations in compliance with any specific time limits required by this Agreement. The Operator and the CPD acknowledge that TIME IS OF THE ESSENCE.

**27.34 Non-Liability of Public Officials.** The Operator shall not charge any official, employee or agent of the CPD personally with any liability or expenses of defense or hold any official, employee or agent of such other party personally liable to them under any term or provision of this Agreement or because of the CPD’s execution, attempted execution or any breach of this Agreement, except in connection with or related to misappropriation, fraud or other financial misconduct. The limitation on liability survives Termination of this Agreement for matters occurring or arising during the Term or as a result of or during the Operator’s performance of services beyond the Term. The CPD shall not charge any employee of the Operator personally with any liability or expenses of defense or hold such employee personally liable under any term or provision of this Agreement except in connection with or related to misappropriation, fraud or other financial misconduct.

**27.35 Counterparts and Facsimile Signatures.** This Agreement may be executed in counterparts, which, taken together, shall constitute a single Agreement. A facsimile signature shall have the same force and effect as an original signature and each party shall use its best efforts to cause its original signature of this Agreement to be delivered to the other party as soon as possible thereafter but in any event no later than June 14, 2013.
27.36 Other Venues. The Operator acknowledges that the CPD owns and/or has use of a number of different facilities, venues and locations which can hold events and activities similar to the events and activities contemplated herein. Nothing herein is intended nor shall be deemed to restrict the CPD from holding other events and activities (even if directly competitive with the Operator Events) at such other venues, facilities and locations. The CPD acknowledges that the Operator (and/or its Affiliates) owns and/or has use of a number of different facilities, venues and locations which can hold events and activities similar to the events and activities contemplated herein. Nothing herein is intended nor shall be deemed to restrict the Operator from holding other events and activities (even if directly competitive with the Venue or any Event or any Operator Event) at such other venues, facilities and locations.

27.37 2005 POA and 2011 POA. Nothing in this Agreement is intended to change, amend, limit, waive, or release any obligations of the Operator under the 2005 POA or 2011 POA, if applicable.

[remainder of page intentionally left blank and signature page to follow]
IN WITNESSETH WHEREOF, the Parties hereto have executed and delivered this 2013 Permit and Operating Agreement as the date first above written.

CHICAGO PARK DISTRICT
By: ______________________
Name: Michael P. Kelly
Title: General Superintendent and CEO

LIVE NATION CHICAGO, INC.
By: ______________________
Name: Michael Rowles
Title: EVP & GENERAL COUNSEL

ATTESTATION:
By: ______________________
Name: James Tucker
Title: SVP LEGAL AFFAIRS
SCHEDULE 1.1

CPD Authorized Representatives

1.

2.

3.

Operator Authorized Representatives

1.

2.

3.
EXHIBIT A
Venue and Bandshell
EXHIBIT B
Museum Campus
EXHIBIT C
Northerly Island

Exhibit C
EXHIBIT D

Parent Guaranty

GUARANTY

In consideration of the CHICAGO PARK DISTRICT, a municipal corporation organized and existing pursuant to 70 Illinois Compiled Statutes 1505/1 et seq. ("CPD") entering into that certain 2013 Permit and Operating Agreement ("Agreement") dated June _____, 2013, with LIVE NATION CHICAGO, INC., a Delaware corporation ("Operator") for the management, operations, maintenance and promotion of the entertainment venue ("Facility") located on Northerly Island in the City of Chicago, State of Illinois, the undersigned (hereinafter individually or collectively, as the case may be, "Guarantor") hereby absolutely, irrevocably and unconditionally guarantees to CPD (i) the payment and performance of all of the obligations of Operator under the Agreement, including, without limitation, the prompt payment in legal tender of the United States of America of all sums due CPD pursuant to the terms, covenants and conditions of the Agreement, and (ii) any expenses, including reasonable attorney’s fees, that the CPD may pay in enforcing this Guaranty (the "Obligations"). The amount of this Guaranty is unlimited.

Guarantor consents that the Obligations may, from time to time, in whole or in part, be renewed, extended, modified, accelerated, compromised, settled or released by CPD, and that any collateral, security, liens for said obligations or any right of set-off may, from time to time, in whole or in part, be exchanged, sold, released, surrendered or otherwise dealt with by CPD, all without any notice to, or further assent by, or any reservation of rights against Guarantor, and without in any way affecting or releasing the liability of Guarantor hereunder. CPD shall not be liable for failure to collect the Obligations or any part thereof, or for any delay in so doing, nor shall CPD be under any obligation to take any action whatsoever with regard thereto. This Guaranty shall remain in full force and effect and Guarantor’s liability hereunder shall not be in any way waived or released, in the event of one or more assignments or transfers of the Agreement.

CPD need not take any action against Operator, any other guarantor, or any other person, firm or corporation or resort to any collateral security taken or held by it at any time before proceeding against Guarantor. CPD may maintain an action on this Guaranty without joining Operator therein or bringing a separate action against Operator. No exercise or non-exercise by CPD of any right given hereunder, or dealing by CPD with Operator, or change, impairment or suspension of any right or remedy of CPD, whether by law or otherwise, shall in any way affect Guarantor’s liability hereunder or give Guarantor any right of recourse against CPD.

All existing or future indebtedness of Operator to Guarantor is hereby subordinated to the Obligations hereby guaranteed. The failure by CPD to file or enforce a claim against the Operator, the estate (either in administration, bankruptcy or other proceeding) of Operator or of any other or others shall not affect Guarantor’s liability hereunder, nor shall Guarantor be released from liability if recovery from Operator, any other guarantor, or any other person, becomes barred by in any such proceeding or is otherwise prevented or excused (except by reason of the running of the statute of limitations). Guarantor waives any claim to a defense based upon an election of remedies by CPD or manner of CPD’s exercise of such remedies which destroys or interferes with any and all of Guarantor’s subrogation rights against Operator in the Obligations hereby guaranteed. In respect to Guarantor’s subrogation rights against
Operator, Guarantor does hereby knowingly waive and relinquish any and all rights Guarantor has against Operator arising out of or relating to this Guaranty for subrogation, contribution or indemnity, express or implied, until full and final payment and performance of the Obligations. All rights, powers and remedies of CPD hereunder shall be cumulative and not alternative, shall be in addition to all rights, powers and remedies given to CPD by law and shall not be exhausted by its exercise of any of its rights hereunder or otherwise against Guarantor or by any number of successive actions until and unless the Obligations hereby guaranteed have been paid and each of Guarantor's obligations hereunder has been fully performed.

This Guaranty is a guaranty of payment and performance and not of collection. Therefore, CPD may insist that the Guarantor pay immediately, and CPD is not required to attempt to collect first from the Operator. The obligation of the Guarantor shall be unconditional and absolute regardless of the existence of any defense, set-off or counterclaim that Operator may assert. It is not necessary for CPD to inquire into the powers of the Operator or its officers, directors or agents, acting or purporting to act on its behalf, and any of the Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

Guarantor represents that: (a) the execution and delivery of this Guaranty and the performance of the obligations it imposes do not conflict with any agreement by which it is bound, do not require the consent of any governmental authority or any third party, are within its powers, have been duly authorized by all necessary action of its governing body, and do not contravene the terms of its articles of incorporation, its by-laws, or any agreement governing its affairs; (b) this Guaranty is a valid and binding agreement, enforceable according to its terms; and (c) it is duly organized, existing and in good standing under the laws where it is organized; and there is no pending or threatened litigation that if adversely determined would materially and adversely affect Guarantor's ability to pay or perform their Obligations.

This is a continuing Guaranty. Notice of its acceptance is waived. No notice of termination of this Guaranty shall be effective unless executed by CPD. No executory agreement and no course of dealing between Guarantor and CPD shall be effective to change or modify this Guaranty in whole or in part; nor shall any change, modification or waiver of liabilities or any part thereof, or waiver of any rights or powers of CPD, or consent by CPD, be valid or effective unless in writing and signed by CPD.

Any notice to Guarantor shall be deemed sufficient if sent to Guarantor whose name appears first below served by U.S Postal Service registered or certified mail, return receipt requested, or any nationally recognized overnight courier served to the following addresses:

Live Nation
2000 West Loop South, Ste. 1300
Houston, TX 77027
Attn: James Tucker, SVP of Legal Affairs

Guarantor may change such address or addresses by notice served to CPD in accordance with the notice provisions of the Agreement. Notices sent to Guarantor by U.S. Postal service shall be deemed received three (3) business days after deposit with the U.S. Postal Service, postage prepaid; Notices sent to Guarantor via nationally recognized overnight courier shall be deemed received the next business day after deposit with such courier charges prepaid (or later if slower service is selected; e.g. "second day service" shall be deemed served on the second business day after deposit with the courier with charges prepaid).

Exhibit D-2
Guarantor hereby expressly waives (a) to the extent permitted by law, all rights and benefits under any laws or statutes regarding sureties; (b) any right the Guarantor may have to receive notice of the following matters before the CPD enforces any of its rights (i) the CPD’s acceptance of this Guaranty, (ii) the Operator’s default, (iii) all demands, presentments, notices of protest and dishonor and notices of every kind or nature including those of any action or non-action on the part of Operator, CPD, or any other guarantor or any other person whomsoever, or (iv) any action that the CPD takes regarding the Operator, anyone else or any of the Obligations, which it might be entitled to by law or under any other agreement; (c) any right it may have to require the CPD to proceed against the Operator, any other obligor or guarantor of the Obligations, or pursue any remedy in the CPD’s power to pursue; (d) any defense based on any claim that the Guarantor’s obligations exceed or are more burdensome than those of the Operator; (e) any defense arising by reason of the cessation from any cause whatsoever (other than satisfaction in full) of the Obligations; and (f) any defense based on or arising out of any defense that the Operator may have to the payment or performance of the Obligations or any portion thereof.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective and valid. All words used herein in the singular shall be deemed to have been used herein in the plural when the context and construction so require.

This Guaranty shall be governed by and construed according to the laws of the State of Illinois, without regard to the principles of conflict of laws. The Guarantor agrees that any legal action or proceeding brought under this agreement may be brought in any state or federal court in Cook County, Illinois. By the execution of this agreement, the Guarantor hereby stipulates and agrees to submit to the non-exclusive jurisdiction and venue of such courts. The Guarantor waives any claim that the State of Illinois or Cook County is not a convenient forum or proper venue for any such suit, action or proceeding.

THE GUARANTOR AND CPD EACH HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER FROM THE OTHER IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

THE GUARANTOR AND CPD (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BETWEEN THE GUARANTOR AND CPD ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO CPD TO ENTER INTO THE AGREEMENT.

Dated: June ___, 2013

Live Nation Entertainment, Inc.,
a Delaware corporation

By: ____________________________
Name: MICHAEL BOWERS
Title: EVP & GENERAL COUNSEL

Exhibit D-3
EXHIBIT E
Parking Facilities
EXHIBIT F

WBE/MBE Compliance Plans
[Schedule A and Schedule B]
EXHIBIT G
Special Conditions Regarding Participation by Minority and Women Owned Business Enterprises
EXHIBIT H

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), dated ________, 20____, is by and between ____________________________ ("Licensor") whose address is ____________________________ and ____________________________ ("Licensee") whose address is ____________________________. For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Term. Licensor hereby grants to Licensee the privilege and license to use designated portions of certain real property located in ____________________________, which real property is owned and/or operated by Licensor and known as the _____________ ("Facility"), for the "Term" of this Agreement, which shall be _______________, 20__, to include load-in and load-out of the Event. Unless otherwise agreed, those portions of the Facility that the Licensee shall utilize are restricted to the pavilion area, plazas and the parking lots and streets adjacent thereto and operated by Licensor (which designated areas are referred to herein as the "Premises").

Upon the expiration of the Term or the termination of this Agreement for any reason whatsoever prior to the natural expiration of the Term, Licensee shall immediately quit and surrender the Premises to Licensor. Licensee shall remove any goods or chattels brought onto or permitted by Licensor to be brought onto the Facility property. For non-compliance with the provisions of this paragraph, Licensee shall pay to Licensor all costs and expenses incurred by Licensor in the removal of such goods or chattels.

2. Purpose. Licensee agrees that it shall use the Premises during the Term of this Agreement for the purpose of presenting an event ("Event") featuring _____________. The Event shall be open to the public with paid admission, if applicable, during a time period within the Term as approved by Licensor. Unless otherwise agreed to in writing by Licensor, the Event shall be held at no other times.

3. Financial Settlement. In consideration for the grant of the license and use of the Premises and related services as provided herein, Licensee shall pay to Licensor a fee ("License Fee") in the amount of _____________ Dollars ($__________). A non-refundable deposit in the amount of _____________ Dollars ($__________) shall be due and payable to Licensor on or before _____________, 20__. The remaining balance of the License Fee shall be paid to Licensor immediately upon commencement of the Term.

Licensee further agrees to reimburse Licensor for all costs of necessary staffing and operational services provided by Licensor in connection with the Event, including, but not limited to, security and traffic control, ticket sellers, ushers and janitors, the total cost of which shall be _____________ Dollars ($__________) and shall be non-documented.

Licensor will have a first lien on all box office receipts for the Event to secure payment of all amounts owed to Licensor by Licensee hereunder. In the event that Licensee has failed to pay to Licensor the amounts owed hereunder, at the time of settlement, Licensor will have the right to retain such amounts from the box office receipts for the Event.

Exhibit H-1
4. Parking. All parking operations shall be conducted by Facility personnel unless otherwise agreed in writing by Licensor. All proceeds of such parking operations shall be retained solely by Licensor.

Specialized parking space will be provided for Licensee's employees only, in locations designated by Licensor. Licensor shall not be responsible, under any circumstances, for any loss or damage occurring to automobiles brought onto the Premises by Licensee's employees, subcontractors or guests.

5. Merchandise and Concessions. Unless otherwise agreed upon in writing by the parties hereto, (a) Licensor's designated food and beverage concessionaire shall sell all food and beverages and retain one hundred percent (100%) of the profits therefrom, and (b) Licensor's designated merchandise vendor shall sell all merchandise and retain one hundred percent (100%) of the profits therefrom, less taxes and any percentages owed to performing artists.

6. Booth / Commercial Space. In the event that Licensee desires to sell booth/commercial space ("Booth Space") at the Facility to vendors or exhibitors ("Booth Vendors") for use in connection with the Event, Licensee shall comply with the following provisions:

A. Licensee will first obtain Licensor's approval of each Booth Vendor and that Booth Vendor's operations in connection with the Facility do not violate any covenant, condition or restriction placed upon the Facility or upon Licensor.

B. Licensee is solely responsible for (i) assuming control over all operations of Booth Vendors, (ii) requiring all Booth Vendors to comply with the Facility rules and regulations, and (iii) ensuring that all Booth Vendors comply with the Indemnification and Insurance requirements set forth in Sections XI and XII hereunder.

C. Licensee will be solely responsible for the payment of any and all taxes or other fees associated with the payments received from the Booth Vendors or the use of the Booth Space.

LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD LICENSOR, LIVE NATION ENTERTAINMENT, INC. AND EACH OF THEIR RESPECTIVE PARENTS, PARTNERS, AFFILIATES, DIVISIONS AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, INJURIES OR LOSSES ARISING OUT OF THE INSTALLATION, OPERATION AND REMOVAL OF OR IN ANY MANNER RELATED TO THE BOOTH SPACE AND THE BOOTH VENDORS. LICENSEE AGREES THAT IT WILL NOT ALLOW ANY INTERACTIVE PHYSICAL GAMES AND ATTRACTIONS, MECHANICAL RIDES, BODY ART AND PIERCING, EXOTIC ANIMALS AND PYROTECHNICS UPON THE PREMISES OR FACILITY PROPERTY AT ANY TIME, WITHOUT LICENSOR'S PRIOR WRITTEN CONSENT.

7. Use of Name of Facility / Recording Rights. In the event that any printed materials or media is used to announce or promote the Event, Licensee shall use "_____________" as the name of the Facility. Licensee shall not permit any film, video, audio or other recording of the Event ("Taping") to take place without Licensor’s prior written approval. In the event that Licensor does permit any Taping, "_____________" shall be shown as the name of the Facility and given proper credit therein. Licensee agrees that it will be solely

Exhibit H-2
responsible for all costs and liability associated with any Taping and will ensure that any Taping is done with all safety considerations in mind.

8. **Charitable Donations.** In the event that Licensor permits and Licensee obtains the right to collect charitable donations in connection with the Event, Licensee warrants and represents that it will comply with all applicable laws, regulations and ordinances imposed by any governmental authority in collecting said donations. Licensee further agrees that it will be solely responsible for all tax and other liability related to such donations.

9. **Condition of Facility.**

   A. **Acceptance of Premises.** Licensee accepts the condition of the Premises as is and agrees to return the Premises to Licensor in the same condition as accepted by Licensee and Licensor hereby waives any claims against Licensor for defects in the Premises, including latent defects. Licensee has examined the Premises and is satisfied with the condition, fitness and order thereof. Commencement of the use of the Premises by Licensee shall be conclusive that the Premises was in good repair and in satisfactory condition, fitness and order when such use commenced.

   Licensee shall not paint, drill into or in any way mar or deface any part of the Facility. Licensee shall immediately pay Licensor for the cost of repairing any damage to the Facility caused by the Event. Any amounts unpaid within ten (10) days after the end of the Term shall accrue interest at the maximum amount allowed by law.

   B. **No Alterations or Improvements.** Licensee shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Facility or make any alterations or improvements in or to the Facility without the prior written consent of Licensor.

   C. **Maintenance of Premises.** Licensee shall keep the Premises and the Facility in an orderly condition and cause all refuse and debris to be properly discarded.

   Licensor will have the full right to collect and have custody of all articles and personal property left on the Premises or at the Facility after the expiration of the Term. Any property so left will be deemed abandoned by Licensee and may be disposed of by Licensor, as Licensor sees fit, without any liability for any loss, damages or costs associated with such disposal, which liability will rest solely with Licensee.

10. **Representations, Warranties and Covenants.** Licensor 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 the Licensor and is binding upon the Licensor.

   Licensee 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 the Licensee and is binding upon the Licensee.

   Licensee further represents and warrants that any hazardous substances which are brought onto the Premises by Licensee, shall be disposed of properly and comply with all governmental regulations pertaining to such disposal.

Exhibit H-3
During the Term, Licensee shall obey and comply with all present and future laws, ordinances, rules and regulations of all governmental authorities in connection with the Event.

Licensee warrants that any and all use or performance of copyrighted material in connection with the Event has been duly licensed and authorized by the appropriate performing rights organizations (including, without limitation, BMI, SESAC and ASCAP), copyright owners or their representatives and that any license or royalty fees owed to such persons or entities shall be paid by Licensee. Furthermore, Licensee agrees to indemnify and hold Licensor harmless from any and all claims, losses, liabilities, damages or expenses incurred as a result of any violations of such intellectual property rights or the laws relating thereto. Notwithstanding the foregoing, Licensor reserves the right to collect such payments from Licensee at Event settlement and remit to appropriate parties on Licensee’s behalf.

11. INDENMNIFICATION. LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LICENSOR, LIVE NATION ENTERTAINMENT, INC. AND EACH OF THEIR RESPECTIVE PARENTS, PARTNERS, AFFILIATES, DIVISIONS AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "LIVE NATION PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, INJURIES, LIABILITY AND DAMAGES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS) ARISING OR ALLEGED TO HAVE ARISEN OUT OF (I) ANY ACT OR OMISSION OF LICENSEE, ITS EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS, PATRONS, GUESTS, INVITEES, PARTICIPANTS AND PERFORMING ARTISTS INVOLVED IN THE EVENT OR (II) THE PRESENTATION OR PERFORMANCE OF THE EVENT, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE. THE PARTIES AGREE, HOWEVER, THAT LICENSEE SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY A LIVE NATION PARTY FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, ETC. THAT ARISE OUT OF SUCH LIVE NATION PARTY’S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

LICENSEE AGREES TO USE AND OCCUPY THE PREMISES AND TO PLACE MATERIAL, EQUIPMENT AND OTHER PROPERTY THEREIN AT ITS OWN RISK AND HEREBY RELEASES LIVE NATION PARTIES FROM ALL CLAIMS FOR ANY DAMAGE OR INJURY ARISING THEREFROM.

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Licensee will be solely responsible for the conduct and activities of Licensee’s employees, agents, contractors, guests and invitees and, for purposes of the Agreement, such conduct and activities shall be deemed conduct and activities of Licensee. Licensee and its employees, agents, contractors, guests and invitees will abide by all reasonable rules and regulations adopted by Licensor for the use, occupancy and operation of the Premises and the Facility.

12. Insurance Requirements. Licensee will maintain and pay all premium costs for, and will ensure that all of Booth Vendors and other contractors of Licensee maintain and pay for, the following insurance coverages in amounts not less than specified throughout the duration of the Term:

Exhibit II-4
A. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than $500,000.00, affording coverage under the Workers Compensation laws of the State of Illinois. Licensee will cause, if allowed by law, its workers' compensation carrier to waive insurers right of subrogation with respect to Licensor, its partners and their affiliated companies.

B. Commercial General Liability Insurance for limits of not less than $1,000,000.00 per occurrence Bodily Injury and Property Damage combined; $1,000,000.00 per occurrence Personal and Advertising Injury; $2,000,000.00 aggregate Products and Completed Operations Liability; $100,000.00 Fire Legal Liability, and $2,000,000.00 general aggregate limit per event. The policy shall be written on an occurrence basis.

C. Automobile Liability Insurance with a limit of not less than $1,000,000.00 combined and covering all owned, non-owned and hired vehicles.

D. Umbrella Liability Insurance at not less than $5,000,000.00 limit providing excess coverage over all limits and coverages noted in paragraphs 2 and 3 above. This policy shall be written on an occurrence basis.

Policies B, C and D above shall list Licensor, the Chicago Park District, Live Nation Entertainment, Inc. and their respective parents, partners, affiliates, divisions and subsidiaries, and their respective officers, directors, shareholders, employees, agents and representatives as "Additional Insureds" with respect to any and all claims arising from Licensee's operations. Further, coverage for the "Additional Insureds" will apply on a primary basis irrespective of any other insurance, whether collectible or not. Should any additional premium be charged for such coverages or waivers, Licensee will be responsible to pay said additional premium charge to their insurer.

Licensee will deliver to Licensor satisfactory evidence of the aforesaid insurance coverage on a certificate form approved by Licensor or, if required, copies of the policies. All required insurance will be placed with carriers licensed to do business in the applicable state, have a rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide that is reasonably acceptable to the other party and will provide thirty (30) days written notice of cancellation or non-renewal.

The insurance obligations stated in this section are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.

Licensee will ensure that all of its contractors (including, without limitation, sponsors and Booth Vendors arranged by Licensee) who will be entering the Facility to engage in any business activity (including, without limitation, sampling, distributing, vending or other commercial activity) will comply with the foregoing insurance requirements and provide satisfactory evidence thereof prior to the Event.

13. Sponsorships and Signage. Licensee understands and agrees that Licensor has entered into signage and sponsorship relationships related to the Facility for which Licensor will retain all proceeds. Licensor reserves all rights to display signage at, on or near the Facility property. No signs or advertising boards, other than those authorized by Licensor, will be allowed into, on or near the Facility. Licensee will not mark, cover or attempt to modify any signage at, on or near the Facility.

Exhibit H-5
Licensee is required to obtain Licensor's prior written approval of any sponsorship relationships into which Licensee desires to enter for the Event.

14. **Licenses and Permits.** Licensee will be responsible for obtaining and paying for all licenses or permits necessary for holding the Event, including, but not limited to, tax requirements and any permits required by governmental authorities for pyrotechnics or laser use.

15. **Access.** Licensor, its officers, directors, servants, employees, agents, concessionaires and its concessionaire's servants, employees and agents shall at all times have free access to the Premises upon presentation of passes issued by Licensor.

16. **Miscellaneous.**

A. **Third Party Beneficiaries.** This Agreement does not confer any rights or benefits upon any persons or entities other than Licensor and Licensee and their permitted, respective successors and assigns. There are no third party beneficiaries.

B. **Relationship of the Parties.** Nothing contained in this Agreement will be deemed to constitute Licensor and Licensee as partners or joint venturers with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Licensee agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers’ compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

C. **Entire Agreement and Modification.** No prior or contemporaneous oral or written promises or representations will be binding on the parties hereto. This Agreement will not be amended or changed except by written agreement signed by both parties thereto.

D. **Assignment.** This Agreement or any part hereof may be assigned or transferred by Licensor to any person or entity which acquires ownership or management of the Facility. Neither this Agreement nor any part hereof shall be transferred, conveyed or assigned by Licensee without the prior written consent of Licensor.

E. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

F. **Use by Licensor.** It is specifically agreed and understood that Licensor has the right to occupy and use the Facility during the Term and to license any portion thereof, provided that such use or license does not unreasonably interfere with Licensee’s use of the Premises.

G. **Utilities.** No interruption or malfunction of any utility services, whether such services are provided by Licensor or arranged for by Licensee, shall (a) constitute an eviction or disturbance of Licensee’s use and possession of the Premises or a breach by Licensor of any obligations hereunder, or (b) render Licensor liable for damages or (c) entitle Licensee to be relieved of any obligations hereunder. In the event of any such interruption of service provided by Licensor, Licensor shall be obligated only to use reasonable diligence to restore such service.

Exhibit H-6
H. **Force Majeure.** The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities or an event or reason beyond the reasonable control of a party. In the event of a cancellation of the Event due to a Force Majeure Occurrence, each party shall be relieved of its obligations hereunder with respect to the performance so prevented.

I. **Taxes.** Any and all sales tax, amusement tax or other tax imposed by local, state, provincial or federal government as a result of the presentation of the Event and/or performance of any services rendered by Licensor in connection with this Agreement hereunder, shall be the responsibility of and paid for by Licensee at the time required by law (excepting any state or federal income tax imposed on Licensor).

J. **No Waiver of Rights.** If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

K. **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.

L. **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, telex or cablegram (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such facsimile, telex or cablegram 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 Clear Channel Entertainment, 2000 West Loop South, Suite 1300, Houston, TX 77027, Attn: Legal Department.

[signature page to follow]
ACCEPTED AND AGREED as of the date and year first above written.

By: ___________________________  By: ___________________________
Name: __________________________
Title: __________________________

Exhibit H-8