

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported):
February 25, 2009**

Live Nation, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-32601
(Commission File No.)

20-3247759
(I.R.S. Employer
Identification No.)

**9348 Civic Center Drive
Beverly Hills, California**
(Address of principal executive offices)

90210
(Zip Code)

**Registrant's telephone number, including area code:
(310) 867-7000**

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 3.03 Material Modification to Rights of Security Holders.

As previously disclosed, Live Nation, Inc. (the “Company”) has entered into a Stockholder Agreement (the “Liberty Stockholder Agreement”) with Liberty USA Holdings, LLC and Liberty Media Corporation (“Liberty Media”) in connection with the Company’s entrance into the Agreement and Plan of Merger, dated as of February 10, 2009 (the “Merger Agreement”), with Ticketmaster Entertainment, Inc. Pursuant to the Liberty Stockholder Agreement the Company agreed to amend the Rights Agreement, dated as of December 21, 2005 (the “Rights Agreement”), between the Company and the Bank of New York Mellon (“BONY”), to permit Liberty Media and its affiliates to acquire up to a specified percentage (initially set at 35%) of the Company’s voting equity securities in connection with and following the consummation of the transactions contemplated by the Merger Agreement, and subject to the terms of the Liberty Stockholder Agreement, without triggering the issuance of rights under the Rights Agreement. Accordingly, on February 25, 2009, the Company and BONY entered into the First Amendment to the Rights Agreement (the “First Amendment”) in satisfaction of the Company’s obligations under the Liberty Stockholder Agreement.

The foregoing description of the terms of the First Amendment is qualified in its entirety by reference to the provisions of the First Amendment, a copy of which is attached hereto as Exhibit 4.1 and incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 25, 2009, the Company adopted the first amendment (the “Amendment”) to the Live Nation, Inc. Employee Stock Bonus Plan (the “Plan”). The Amendment provides that the Company may issue an additional 6,500,000 shares of common stock of the Company (“Common Stock”) under the Plan for an aggregate maximum of 8,500,000 shares of Common Stock, subject to equitable adjustments for stock dividends, stock splits and the like. The foregoing description of the terms of the Amendment is qualified in its entirety by reference to the provisions of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 8.01 Other Events.

See Items 3.03 and 5.02 above.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	First Amendment to Rights Agreement, dated February 25, 2009.
10.1	First Amendment to the Live Nation, Inc. Employee Stock Bonus Plan, dated February 25, 2009.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Live Nation, Inc.

By: /s/ Kathy Willard

Kathy Willard
Executive Vice President and
Chief Financial Officer

Dated: March 3, 2009

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	First Amendment to Rights Agreement, dated February 25, 2009.
10.1	First Amendment to the Live Nation, Inc. Employee Stock Bonus Plan, dated February 25, 2009.

**FIRST AMENDMENT TO
RIGHTS AGREEMENT**

This Amendment to Rights Agreement, effective as of February 25, 2009 (this "Amendment"), is entered into by and between Live Nation, Inc. (formerly known as CCE Spinco, Inc.), a Delaware corporation (the "Company"), and The Bank of New York Mellon (formerly known as The Bank of New York), as rights agent (the "Rights Agent").

WHEREAS, the Company and the Rights Agent are parties to the Rights Agreement, dated as of December 21, 2005 (the "Rights Agreement") (capitalized terms used herein but not defined shall have the meanings ascribed to them in the Rights Agreement);

WHEREAS, the Company has entered into an Agreement and Plan of Merger, dated February 10, 2009 (the "Merger Agreement"), with Ticketmaster Entertainment, Inc. ("Ticketmaster"), whereby Ticketmaster will be merged with and into a wholly owned subsidiary of the Company in a merger pursuant to which the stockholders of Ticketmaster (the "Ticketmaster Stockholders") will receive shares of Common Stock (the "Merger");

WHEREAS, the Company has entered into a Stockholder Agreement, dated February 10, 2009 (the "Stockholder Agreement"), with Ticketmaster, Liberty Media Corporation and Liberty USA Holdings, LLC;

WHEREAS, pursuant to Section 27 of the Rights Agreement, the Company may from time to time supplement or amend the Rights Agreement, without the approval of the any holder of Rights, in order to, among other things, make the provisions of the Rights Agreement inapplicable to a particular transaction pursuant to which a person would otherwise become an Acquiring Person;

WHEREAS, the Company desires to amend the Rights Agreement, on the terms set forth herein, such that none of Liberty Parties (as defined by the Stockholder Agreement) will become an Acquiring Person, subject to such Liberty Party's compliance with the terms of the Stockholder Agreement; and

WHEREAS, all acts and things necessary to make this Amendment a valid agreement according to its terms have been done and performed, and the execution and delivery of this Amendment by the Company and the Rights Agent have been in all respects authorized by the Company and the Rights Agent.

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

Section 1. Amendment.

(a) Section 1(n) of the Rights Agreement shall be amended and restated, as of immediately prior to the Effective Time (as defined in the Merger Agreement), in its entirety as follows:

“Excluded Person” means, as the context may require, each, any and all of the following:

(i) each Company Entity;

(ii) any Person who or that has reported Beneficial Ownership of Common Stock on Schedule 13G under the Exchange Act, but only if and for so long as: (A) such Person is the Beneficial Owner of less than 20% of the shares of Common Stock then outstanding, (B) such Person satisfies the criteria set forth in both Rule 13d-1(b)(1)(i) and Rule 13d-1(b)(1)(ii) of the General Rules and Regulations under the Exchange Act and (C) such Person has not reported and is not required to report such ownership on Schedule 13D under the Exchange Act; and

(iii) any Liberty Party (as such term is defined in the Stockholder Agreement, dated February 10, 2009 (the “Liberty Stockholder Agreement”), among the Company, Ticketmaster Entertainment, Inc. (“Ticketmaster”), Liberty Media Corporation and Liberty USA Holdings, LLC) who acquires shares of Common Stock (x) as a result of the Company’s consummation of the transactions contemplated by the Agreement and Plan of Merger, dated February 10, 2009 (the “Merger Agreement”), by and between the Company and Ticketmaster or (y) subject to the limitations and conditions set forth in the Liberty Stockholder Agreement, anytime thereafter, in each case, so long as the Liberty Parties’ “Beneficial Ownership” of “Equity Securities” does not exceed the “Applicable Percentage” (as such terms are defined in the Liberty Stockholder Agreement); *provided*, that no Liberty Party shall cease to be an Excluded Person (x) by reason of a purchase of shares of Common Stock in excess of the Applicable Percentage to the extent such purchase is in a Rights Offering (as defined in the Liberty Stockholder Agreement) or an offer that was made generally available to holders of equity securities of the Company, or (y) as a result of the exercise or exchange of Rights held by a Liberty Party.

(b) Section 26 of the Rights Agreement shall be amended and restated by replacing the address of the Rights Agent with the following:

“The Bank of New York Mellon
480 Washington Boulevard
Jersey City, NJ 07310
Attention: Steven Myers
Facsimile: (732) 667-9464

with a copy to:

The Bank of New York Mellon
480 Washington Boulevard
Jersey City, NJ 07310
Attention: General Counsel
Facsimile: (201) 680-4610”

Section 2. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state; *provided, however*, that the rights, duties and obligations of the Rights Agent hereunder shall be governed by and construed in accordance with the laws of the State of New York.

Section 3. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 4. No Modification. Except as expressly set forth herein, this Amendment shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Rights Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and attested, all as of February 25, 2009.

Attest:

LIVE NATION, INC.

By: /s/ Eric Lassen

By: /s/ Kathy Willard

Name: Eric Lassen
Title: Deputy General Counsel

Name: Kathy Willard
Title: EVP and Chief Financial Officer

Attest:

THE BANK OF NEW YORK MELLON

By: /s/ Kerri J. Shenkin

By: /s/ Steven Myers

Name: Kerri J. Shenkin
Title: Assistant Vice President

Name: Steven Myers
Title: Vice President

**FIRST AMENDMENT TO THE LIVE NATION, INC.
EMPLOYEE STOCK BONUS PLAN**

Pursuant to the authority reserved to the Compensation Committee (the "Committee") of the Board of Directors of Live Nation, Inc., a Delaware corporation (the "Company"), under Section 4.1 of the Company's Employee Stock Bonus Plan, as adopted by the Committee on March 13, 2008 (the "Stock Bonus Plan"), the Committee hereby amends the Stock Plan as follows (the "Amendment"):

1. Section 2.1(b) of the Stock Bonus Plan is deleted and replaced in its entirety with the following:

"(b) The aggregate number of Shares which may be issued under the Plan shall not exceed eight million five hundred thousand (8,500,000). The Shares issuable under the Plan may be either previously authorized but unissued Shares or treasury Shares."

2. Except as expressly provided in this Amendment, all terms and conditions of the Stock Bonus Plan and any awards outstanding thereunder shall remain in full force and effect.

* * * *

I hereby certify that the foregoing Amendment was duly adopted by the Committee on February 25, 2009.

Executed on this 25th day of February, 2009.

By: /s/ Michael G. Rowles

Name: Michael G. Rowles

Title: Secretary