

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

**Form 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2012,

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-32601

**LIVE NATION ENTERTAINMENT, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State of Incorporation)

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

**9348 Civic Center Drive  
Beverly Hills, CA 90210**  
(Address of principal executive offices, including zip code)

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).  Yes  No

On August 2, 2012, there were 190,439,143 outstanding shares of the registrant's common stock, \$0.01 par value per share, including 3,284,590 shares of unvested restricted stock awards and excluding 51,915 shares held in treasury.

---

[Table of Contents](#)

**LIVE NATION ENTERTAINMENT, INC.  
INDEX TO FORM 10-Q**

	<u>Page</u>
<b>PART I—FINANCIAL INFORMATION</b>	
Item 1. <a href="#">Financial Statements</a>	2
<a href="#">Consolidated Balance Sheets (Unaudited) as of June 30, 2012 and December 31, 2011</a>	2
<a href="#">Consolidated Statements of Operations (Unaudited) for the three and six months ended June 30, 2012 and 2011</a>	3
<a href="#">Consolidated Statements of Comprehensive Income (Loss) (Unaudited) for the three and six months ended June 30, 2012 and 2011</a>	4
<a href="#">Consolidated Statements of Cash Flows (Unaudited) for the six months ended June 30, 2012 and 2011</a>	5
<a href="#">Notes to Consolidated Financial Statements (Unaudited)</a>	6
Item 2. <a href="#">Management’s Discussion and Analysis of Financial Condition and Results of Operations</a>	19
Item 3. <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	36
Item 4. <a href="#">Controls and Procedures</a>	36
<b>PART II—OTHER INFORMATION</b>	
Item 1. <a href="#">Legal Proceedings</a>	37
Item 1A. <a href="#">Risk Factors</a>	39
Item 2. <a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	39
Item 3. <a href="#">Defaults Upon Senior Securities</a>	39
Item 4. <a href="#">Mine Safety Disclosure</a>	39
Item 5. <a href="#">Other Information</a>	39
Item 6. <a href="#">Exhibits</a>	40

---

[Table of Contents](#)

**LIVE NATION ENTERTAINMENT, INC.**

**GLOSSARY OF KEY TERMS**

AMG	Academy Music Holdings Limited Group
AOI	Adjusted operating income (loss)
Azoff Trust	The Azoff Family Trust of 1997, of which Irving Azoff is co-Trustee
BigChampagne	BigChampagne, LLC
Cablevision	Cablevision Systems Corporation
Clear Channel Company	Clear Channel Communications, Inc. Live Nation Entertainment, Inc. and subsidiaries
Coppel	Michael Coppel Ventures Pty Ltd
Cream	Cream Holdings Limited
CTS	CTS Eventim AG
FASB	Financial Accounting Standards Board
FLMG	FLMG Holdings Corp., a wholly-owned subsidiary of Live Nation
Front Line	Front Line Management Group, Inc.
GAAP	United States Generally Accepted Accounting Principles
HARD	HARD Events LLC
Liberty Media	Liberty Media Corporation
Live Nation	Live Nation Entertainment, Inc., formerly known as Live Nation, Inc., and subsidiaries
Merger	Merger between Live Nation, Inc. and Ticketmaster Entertainment, Inc. announced in February 2009 and consummated in January 2010
Merger Agreement	Agreement and Plan of Merger, dated February 10, 2009 and consummated on January 25, 2010, between Live Nation, Inc. and Ticketmaster Entertainment, Inc.
MSG	The Madison Square Garden Company
SEC	United States Securities and Exchange Commission
Separation	The contribution and transfer by Clear Channel of substantially all of its entertainment assets and liabilities to Live Nation
Serviticket	Serviticket, S.A.
TGLP	Ticketmaster Group Limited Partnership
Ticketmaster	For periods prior to May 6, 2010, Ticketmaster means Ticketmaster Entertainment LLC and its predecessor companies (including without limitation Ticketmaster Entertainment, Inc.); for periods on and after May 6, 2010, Ticketmaster means the Ticketmaster ticketing business of the Company
TicketsNow	TNow Entertainment Group, Inc.
T-Shirt Printers	T-Shirt Printers Pty Limited

[Table of Contents](#)

## PART I—FINANCIAL INFORMATION

## Item 1. Financial Statements

LIVE NATION ENTERTAINMENT, INC.  
CONSOLIDATED BALANCE SHEETS  
(UNAUDITED)

	June 30, 2012	December 31, 2011
<i>(in thousands)</i>		
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 1,005,039	\$ 844,253
Accounts receivable, less allowance of \$13,487 and \$16,986, respectively	492,484	389,346
Prepaid expenses	625,372	316,491
Other current assets	52,968	26,700
<b>Total current assets</b>	<b>2,175,863</b>	<b>1,576,790</b>
Property, plant and equipment		
Land, buildings and improvements	842,236	851,812
Computer equipment and capitalized software	299,160	261,475
Furniture and other equipment	185,681	172,250
Construction in progress	56,431	60,652
	<u>1,383,508</u>	<u>1,346,189</u>
Less accumulated depreciation	670,688	626,053
	<u>712,820</u>	<u>720,136</u>
Intangible assets		
Definite-lived intangible assets, net	858,515	873,712
Indefinite-lived intangible assets	377,114	377,160
Goodwill	1,313,800	1,257,644
Investments in nonconsolidated affiliates	63,482	55,796
Other long-term assets	246,831	226,533
<b>Total assets</b>	<b>\$ 5,748,425</b>	<b>\$ 5,087,771</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities		
Accounts payable, client accounts	\$ 495,030	\$ 473,956
Accounts payable	171,879	87,627
Accrued expenses	598,069	579,566
Deferred revenue	830,276	273,536
Current portion of long-term debt	57,703	52,632
Other current liabilities	17,679	25,236
<b>Total current liabilities</b>	<b>2,170,636</b>	<b>1,492,553</b>
Long-term debt, net	1,682,356	1,663,056
Long-term deferred income taxes	192,028	186,298
Other long-term liabilities	106,225	120,693
Commitments and contingent liabilities		
Redeemable noncontrolling interests	46,530	8,277
Stockholders' equity		
Common stock	1,871	1,868
Additional paid-in capital	2,256,228	2,243,587
Accumulated deficit	(806,649)	(745,191)
Cost of shares held in treasury	(250)	(2,787)
Accumulated other comprehensive loss	(45,327)	(36,374)
<b>Total Live Nation Entertainment, Inc. stockholders' equity</b>	<b>1,405,873</b>	<b>1,461,103</b>
Noncontrolling interests	144,777	155,791
<b>Total stockholders' equity</b>	<b>1,550,650</b>	<b>1,616,894</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 5,748,425</b>	<b>\$ 5,087,771</b>

See Notes to Consolidated Financial Statements

[Table of Contents](#)

**LIVE NATION ENTERTAINMENT, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(UNAUDITED)**

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	<i>(in thousands except share and per share data)</i>			
Revenue	\$ 1,550,677	\$ 1,558,882	\$ 2,418,674	\$ 2,408,291
Operating expenses:				
Direct operating expenses	1,106,869	1,138,151	1,645,583	1,685,275
Selling, general and administrative expenses	280,943	266,795	549,078	539,764
Depreciation and amortization	94,259	76,927	173,972	154,408
Loss (gain) on sale of operating assets	93	(660)	(195)	635
Corporate expenses	27,415	24,590	50,632	45,626
Acquisition transaction expenses	(1,870)	706	(561)	2,371
Operating income (loss)	42,968	52,373	165	(19,788)
Interest expense	29,488	30,845	59,198	60,074
Interest income	(931)	(1,298)	(1,831)	(1,825)
Equity in earnings of nonconsolidated affiliates	(1,801)	(1,778)	(5,682)	(2,772)
Other expense, net	5,424	1,331	3,642	746
Income (loss) before income taxes	10,788	23,273	(55,162)	(76,011)
Income tax expense (benefit)	5,228	6,659	9,506	(38,283)
Net income (loss)	5,560	16,614	(64,668)	(37,728)
Net income (loss) attributable to noncontrolling interests	(2,132)	3,357	(3,210)	(2,525)
Net income (loss) attributable to Live Nation Entertainment, Inc.	<u>\$ 7,692</u>	<u>\$ 13,257</u>	<u>\$ (61,458)</u>	<u>\$ (35,203)</u>
Basic net income (loss) per common share attributable to common stockholders of Live Nation Entertainment, Inc.	<u>\$ 0.04</u>	<u>\$ 0.07</u>	<u>\$ (0.33)</u>	<u>\$ (0.20)</u>
Diluted net income (loss) per common share attributable to common stockholders of Live Nation Entertainment, Inc.	<u>\$ 0.04</u>	<u>\$ 0.07</u>	<u>\$ (0.33)</u>	<u>\$ (0.20)</u>
Weighted average common shares outstanding:				
Basic	186,893,774	180,818,826	186,707,769	178,568,320
Diluted	189,325,338	182,790,095	186,707,769	178,568,320

See Notes to Consolidated Financial Statements

[Table of Contents](#)

**LIVE NATION ENTERTAINMENT, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
**(UNAUDITED)**

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2012	2011	2012	2011
	<i>(in thousands)</i>			
Net income (loss)	\$ 5,560	\$16,614	\$(64,668)	\$(37,728)
Other comprehensive income (loss), net of tax:				
Unrealized loss on cash flow hedges	(83)	(93)	(88)	(137)
Change in funded status of defined benefit pension plan	-	(8)	-	(32)
Foreign currency translation adjustments	<u>(34,188)</u>	<u>9,138</u>	<u>(8,865)</u>	<u>54,653</u>
Comprehensive income (loss)	(28,711)	25,651	(73,621)	16,756
Comprehensive income (loss) attributable to noncontrolling interests	<u>(2,132)</u>	<u>3,357</u>	<u>(3,210)</u>	<u>(2,525)</u>
Comprehensive income (loss) attributable to Live Nation Entertainment, Inc.	<u>\$ (26,579)</u>	<u>\$22,294</u>	<u>\$ (70,411)</u>	<u>\$ 19,281</u>

See Notes to Consolidated Financial Statements

[Table of Contents](#)

**LIVE NATION ENTERTAINMENT, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

	Six Months Ended June 30,	
	2012	2011
	<i>(in thousands)</i>	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$ (64,668)	\$ (37,728)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	59,691	58,935
Amortization	114,281	95,473
Deferred income tax benefit	(6,946)	(35,444)
Amortization of debt issuance costs and discount/premium, net	6,881	6,413
Non-cash compensation expense	17,919	32,192
Unrealized changes in fair value of contingent consideration	(2,564)	(8,908)
Loss (gain) on sale of operating assets	(195)	635
Equity in earnings of nonconsolidated affiliates	(5,682)	(2,772)
Other, net	791	2,904
Changes in operating assets and liabilities, net of effects of acquisitions and dispositions:		
Increase in accounts receivable	(103,344)	(148,233)
Increase in prepaid expenses	(305,090)	(138,161)
Increase in other assets	(62,284)	(55,756)
Increase in accounts payable, accrued expenses and other liabilities	94,717	69,903
Increase in deferred revenue	566,621	293,212
Net cash provided by operating activities	<u>310,128</u>	<u>132,665</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Collections and advances of notes receivable	566	(626)
Distributions from nonconsolidated affiliates	703	7,481
Investments made in nonconsolidated affiliates	(2,858)	(5,926)
Purchases of property, plant and equipment	(62,785)	(44,651)
Proceeds from disposal of operating assets, net of cash divested	5,648	7,163
Cash paid for acquisitions, net of cash acquired	(68,093)	(19,904)
Purchases of intangible assets	(11,469)	(103)
Other, net	(269)	(525)
Net cash used in investing activities	<u>(138,557)</u>	<u>(57,091)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from long-term debt, net of debt issuance costs	58,270	(756)
Payments on long-term debt	(44,222)	(15,081)
Contributions from noncontrolling interests	130	-
Distributions to and purchases/sales of noncontrolling interests, net	(8,189)	(59,999)
Proceeds from exercise of stock options	859	3,082
Proceeds from sale of common stock	-	76,492
Payments for deferred and contingent consideration	(10,585)	(13,807)
Net cash used in financing activities	<u>(3,737)</u>	<u>(10,069)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(7,048)</u>	<u>45,697</u>
Net increase in cash and cash equivalents	160,786	111,202
Cash and cash equivalents at beginning of period	844,253	892,758
Cash and cash equivalents at end of period	<u>\$1,005,039</u>	<u>\$1,003,960</u>

See Notes to Consolidated Financial Statements

**LIVE NATION ENTERTAINMENT, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(UNAUDITED)**

**NOTE 1—BASIS OF PRESENTATION**

***Preparation of Interim Financial Statements***

The interim consolidated financial statements included in this report are unaudited; however in the opinion of management, they include all normal and recurring accruals and adjustments necessary to present fairly the results of the interim periods shown. Certain financial presentations and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted.

The financial statements contained herein should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's 2011 Annual Report on Form 10-K filed with the SEC on February 24, 2012.

***Seasonality***

Due to the seasonal nature of shows at outdoor amphitheatres and festivals, which primarily occur May through September, the Company experiences higher revenue for the Concerts segment during the second and third quarters. The Artist Nation segment's revenue is impacted, to a large degree, by the touring schedules of artists it represents. Generally, the Company experiences higher revenue in this segment during the second and third quarters as the period from May through September tends to be a popular time for touring events. The Ticketing segment's sales are impacted by fluctuations in the availability of events for sale to the public, which vary depending upon scheduling by its clients. The Company's seasonality also results in higher balances in cash and cash equivalents, accounts receivable, prepaid expenses, accrued expenses and deferred revenue at different times in the year. Therefore, the results to date are not necessarily indicative of the results expected for the full year.

***Acquisitions***

During 2012, the Company completed its acquisitions of Coppel, Cream and HARD. These acquisitions were accounted for as business combinations under the acquisition method of accounting and were not considered significant on an individual basis or in the aggregate.

***Recently Adopted Pronouncements***

In May 2011, the FASB issued guidance that improves comparability of fair value measurements presented and disclosed in financial statements. This guidance clarifies the application of existing fair value measurement requirements including (1) the application of the highest and best use and valuation premise concepts, (2) measuring the fair value of an instrument classified in a reporting entity's stockholders' equity, and (3) quantitative information required for fair value measurements categorized within Level 3. It also requires additional disclosure for Level 3 measurements regarding the sensitivity of the fair value to changes in unobservable inputs and any interrelationships between those inputs. The Company adopted this guidance on January 1, 2012 and the adoption of this guidance did not have a material effect on its financial position or results of operations.

***Recently Issued Pronouncements***

In July 2012, the FASB issued guidance which gives companies the option to perform a qualitative assessment to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired, and in some cases, bypass the two-step impairment test. This guidance is effective for annual and interim indefinite-lived intangible asset impairment tests performed for fiscal years beginning after September 15, 2012. Early adoption of the new guidance is permitted. The Company is currently assessing when it will adopt this guidance.

**NOTE 2—LONG-LIVED ASSETS**

***Definite-lived Intangible Assets***

The Company has definite-lived intangible assets which are amortized over the shorter of either the lives of the respective agreements or the period of time the assets are expected to contribute to the Company's future cash flows. The amortization is recognized on either a straight-line or expected cash flows basis.



## Table of Contents

The following table presents the changes in the gross carrying amount and accumulated amortization of definite-lived intangible assets for the six months ended June 30, 2012:

	Revenue- generating contracts	Client / vendor relationships	Non-compete agreements	Venue management and leaseholds	Technology	Trademarks and naming rights	Other	Total
<i>(in thousands)</i>								
<b>Balance as of December 31, 2011:</b>								
Gross carrying amount	\$ 542,426	\$ 330,575	\$ 171,765	\$ 116,772	\$103,337	\$ 24,517	\$ 6,426	\$1,295,818
Accumulated amortization	<u>(170,889)</u>	<u>(66,548)</u>	<u>(93,464)</u>	<u>(39,017)</u>	<u>(31,812)</u>	<u>(16,202)</u>	<u>(4,174)</u>	<u>(422,106)</u>
Net	371,537	264,027	78,301	77,755	71,525	8,315	2,252	873,712
<b>Gross carrying amount:</b>								
Acquisitions	27,208	56,322	3,000	-	(2,586)	167	-	84,111
Foreign exchange and other (1)	<u>(31,735)</u>	<u>(10,969)</u>	<u>(138)</u>	<u>(20)</u>	<u>(545)</u>	<u>(151)</u>	<u>(6)</u>	<u>(43,564)</u>
	<u>(4,527)</u>	<u>45,353</u>	<u>2,862</u>	<u>(20)</u>	<u>(3,131)</u>	<u>16</u>	<u>(6)</u>	<u>40,547</u>
<b>Accumulated amortization:</b>								
Amortization expense	(38,180)	(26,452)	(13,229)	(5,618)	(10,572)	(1,319)	(225)	(95,595)
Foreign exchange and other (1)	<u>29,729</u>	<u>9,225</u>	<u>600</u>	<u>9</u>	<u>211</u>	<u>72</u>	<u>5</u>	<u>39,851</u>
	<u>(8,451)</u>	<u>(17,227)</u>	<u>(12,629)</u>	<u>(5,609)</u>	<u>(10,361)</u>	<u>(1,247)</u>	<u>(220)</u>	<u>(55,744)</u>
<b>Balance as of June 30, 2012:</b>								
Gross carrying amount	537,899	375,928	174,627	116,752	100,206	24,533	6,420	1,336,365
Accumulated amortization	<u>(179,340)</u>	<u>(83,775)</u>	<u>(106,093)</u>	<u>(44,626)</u>	<u>(42,173)</u>	<u>(17,449)</u>	<u>(4,394)</u>	<u>(477,850)</u>
Net	<u>\$ 358,559</u>	<u>\$ 292,153</u>	<u>\$ 68,534</u>	<u>\$ 72,126</u>	<u>\$ 58,033</u>	<u>\$ 7,084</u>	<u>\$ 2,026</u>	<u>\$ 858,515</u>

(1) Other includes netdowns of impaired assets as discussed below.

During 2012, the Company recorded definite-lived intangible assets totaling \$84.1 million, primarily related to client/vendor relationships and revenue-generating contracts associated with the April 2012 acquisition of Coppel, a concert promotion business in Australia and New Zealand, the May 2012 acquisition of Cream, an electronic festival promoter in the United Kingdom, the June 2012 acquisition of HARD, an electronic festival promoter in Los Angeles, and the rights to a festival held in Europe.

The 2012 additions to definite-lived intangible assets have weighted-average lives as follows:

	Weighted- Average Life (years)
Revenue-generating contracts	10
Client/vendor relationships	9
Non-compete agreements	3
Technology	7
Trademarks and naming rights	8
All categories	9

The Company tests for possible impairment of definite-lived intangible assets whenever events or circumstances change, such as a significant reduction in operating cash flow or a change in the manner in which the asset is intended to be used which may indicate that the carrying amount of the asset may not be recoverable. During the six months ended June 30, 2012, the Company reviewed the carrying value of certain definite-lived intangible assets that management determined had an indicator that future operating cash flows may not support their carrying value, and it was determined that those assets were impaired since the estimated undiscounted operating cash flows associated with those assets were less than their carrying value. For the six months ended June 30, 2012, the Company recorded impairment charges related to definite-lived intangible assets of \$13.9 million as a component of depreciation and amortization. The impairment charges primarily related to intangible assets for revenue-generating contracts and client/vendor relationships in the Concerts segment. See Note 4—Fair Value Measurements for further discussion of the inputs used to determine the fair value.

## Table of Contents

Amortization expense from definite-lived intangible assets for the three months ended June 30, 2012 and 2011 was \$55.7 million and \$41.0 million, respectively, and amortization expense for the six months ended June 30, 2012 and 2011 was \$95.6 million and \$82.0 million, respectively. The increase in amortization expense is primarily driven by the impairment charge discussed above.

For the three months ended June 30, 2012 and 2011, the Company recorded amortization expense related to nonrecoupable ticketing contract advances of \$7.9 million and \$6.0 million, respectively, and recorded amortization expense of \$18.7 million and \$13.5 million for the six months ended June 30, 2012 and 2011, respectively.

As acquisitions and dispositions occur in the future and the valuations of intangible assets for recent acquisitions are completed, amortization expense may vary.

### **Goodwill**

In 2011, the Company's reportable segments were Concerts, Ticketing, Artist Nation, eCommerce and Sponsorship. Beginning in 2012, the Company no longer presents eCommerce as a reportable segment and has changed the name of its Sponsorship segment to Sponsorship & Advertising. These changes were made to be consistent with how the four key components of the business are now being managed. The Company now includes the business previously reported in the eCommerce segment within the Ticketing and Sponsorship & Advertising segments. As a result of this change, the goodwill previously associated with the eCommerce reporting unit has been reallocated to the reporting units that make up the Ticketing and Sponsorship & Advertising segments utilizing a fair value approach. When reallocating goodwill as part of a reorganization, the Company allocates goodwill based on the relative fair values similar to that used when a portion of a reporting unit is disposed of. The Company believes a common method used to determine the fair value of a business in its industry is a multiple of AOI. For the period presented, the Company reallocated the goodwill associated with the eCommerce segment using the relative fair values of the business being allocated to the Ticketing and Sponsorship & Advertising segments as a percentage of the total eCommerce segment AOI. Goodwill related to specific acquisitions was attributed to the respective new reporting units directly (specific allocation).

The following table presents the changes in the carrying amount of goodwill in each of the Company's segments for the six months ended June 30, 2012:

	Concerts	Ticketing	Artist Nation	eCommerce	Sponsorship & Advertising	Other	Total
	<i>(in thousands)</i>						
<b>Balance as of December 31, 2011:</b>							
Goodwill	\$ 387,188	\$577,131	\$262,158	\$ 224,562	\$ 76,507	\$ 13,037	\$1,540,583
Accumulated impairment losses	(269,902)	-	-	-	-	(13,037)	(282,939)
	<u>117,286</u>	<u>577,131</u>	<u>262,158</u>	<u>224,562</u>	<u>76,507</u>	<u>-</u>	<u>1,257,644</u>
<b>Recast balances (1):</b>							
Fair value approach	-	47,086	-	(214,927)	167,841	-	-
Specific allocation	-	9,635	-	(9,635)	-	-	-
<b>Recast Balance as of January 1, 2012:</b>							
Goodwill	387,188	633,852	262,158	-	244,348	13,037	1,540,583
Accumulated impairment losses	(269,902)	-	-	-	-	(13,037)	(282,939)
	<u>117,286</u>	<u>633,852</u>	<u>262,158</u>	<u>-</u>	<u>244,348</u>	<u>-</u>	<u>1,257,644</u>
Acquisitions—current year	57,462	-	-	-	-	-	57,462
Acquisitions—prior year	-	2,380	(636)	-	-	-	1,744
Foreign exchange	324	(4,748)	(61)	-	1,435	-	(3,050)
<b>Balance as of June 30, 2012:</b>							
Goodwill	444,974	631,484	261,461	-	245,783	13,037	1,596,739
Accumulated impairment losses	(269,902)	-	-	-	-	(13,037)	(282,939)
	<u>\$ 175,072</u>	<u>\$631,484</u>	<u>\$261,461</u>	<u>\$ -</u>	<u>\$ 245,783</u>	<u>\$ -</u>	<u>\$1,313,800</u>

- (1) The beginning balance for the eCommerce segment has been recast to allocate goodwill to the Ticketing and Sponsorship & Advertising segments. The total consolidated amount remains unchanged.

Included in the current year acquisitions amount above is \$57.5 million primarily related to the acquisitions of Coppel in April 2012, Cream in May 2012 and HARD in June 2012.

The Company is in the process of finalizing its acquisition accounting for recent acquisitions which could result in a change to the associated purchase price allocations, including goodwill.

### **Long-lived Asset Disposals**

In January 2012, the Company completed the sale of an amphitheater in Ohio. In January 2011, the Company sold its 50% controlling interest in an artist management company. In May 2011, the Company completed the sale of the Selma amphitheater in San Antonio.

The table below summarizes the asset and liability values at the time of disposal and the resulting loss or gain recorded.

## [Table of Contents](#)

<u>Divested Asset</u>	<u>Segment</u>	<u>Gain (Loss) on Sale of Operating Assets</u>	<u>Current Assets</u>	<u>Noncurrent Assets</u>	<u>Current Liabilities</u>	<u>Noncurrent Liabilities</u>
<i>(in thousands)</i>						
<b>2012 Divestiture</b>						
Ohio amphitheater	Concerts	\$ 444	\$ -	\$ 5,400	\$ 444	\$ -
<b>2011 Divestiture</b>						
Selma amphitheater	Concerts	\$ 809	\$ -	\$ 3,194	\$ -	\$ -
Artist management company	Artist Nation	\$ (1,241)	\$ (70)	\$ 4,140	\$ 128	\$ -

Certain agreements relating to disposals of businesses provide for future contingent consideration based on the financial performance of the businesses sold. The Company will record additional amounts related to such contingent consideration, with a corresponding adjustment to gain (loss) on sale of operating assets, if and when it is determinable that the applicable financial performance targets will be met. The aggregate of these contingent considerations, if all existing performance targets are met, would not significantly impact the results of operations of the Company. The last contingency period for which the Company has outstanding contingent consideration is for the year ended December 31, 2013.

### NOTE 3—DERIVATIVE INSTRUMENTS

The Company primarily uses forward currency contracts and options to reduce its exposure to foreign currency risk associated with short-term artist fee commitments. The Company also enters into forward currency contracts to minimize the risks and/or costs associated with changes in foreign currency rates on forecasted operating income and short-term intercompany loans. At June 30, 2012 and December 31, 2011, the Company had forward currency contracts and options outstanding with notional amounts of \$159.2 million and \$32.5 million, respectively. These instruments have not been designated as hedging instruments and any change in fair value is reported in earnings during the period of the change. The Company's foreign currency derivative activity, including the related fair values, are not material to any period presented.

Additionally, the Company has entered into certain interest rate swaps and cap agreements to limit its exposure to variable interest rates, related to portions of the Company's outstanding debt, some of which have been designated as cash flow hedges. At June 30, 2012 and December 31, 2011, the Company had interest rate swaps and cap agreements outstanding with notional amounts of \$141.8 million and \$131.0 million, respectively. The Company's interest rate swaps and cap activity, including the related fair values, are not material to any period presented. As of June 30, 2012 and December 31, 2011, there is no ineffective portion or amount excluded from effectiveness testing for derivatives designated as cash flow hedging instruments.

The Company's 2.875% convertible senior notes issued in July 2007 include certain provisions which are bifurcated from the notes and accounted for as derivative instruments. At the date of issuance and as of June 30, 2012 and December 31, 2011, the fair value of these provisions was considered to be de minimis.

The Company does not enter into derivative instruments for speculation or trading purposes and does not anticipate any significant recognition of derivative activity through the income statement in the future related to the instruments currently held. See Note 4—Fair Value Measurements for further discussion and disclosure of the fair values for the Company's derivative instruments.

### NOTE 4—FAIR VALUE MEASUREMENTS

The Company currently has various financial instruments carried at fair value, such as marketable securities, derivatives and contingent consideration, but does not currently have nonfinancial assets and nonfinancial liabilities that are required to be measured at fair value on a recurring basis. The Company's financial assets and liabilities are measured using inputs from all levels of the fair value hierarchy as defined in the FASB guidance for fair values. For this categorization, only inputs that are significant to the fair value are considered. The three levels are defined as follows:

Level 1—Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that can be accessed at the measurement date.

Level 2—Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.) and inputs that are derived principally from or corroborated by observable market data by correlation or other means (i.e., market corroborated inputs).

Level 3—Unobservable inputs that reflect assumptions about what market participants would use in pricing the asset or liability. These inputs would be based on the best information available, including the Company's own data.

## Table of Contents

In accordance with the fair value hierarchy described above, the following table shows the fair value of the Company's financial assets and liabilities that are required to be measured at fair value on a recurring basis, which are classified on the balance sheets as cash and cash equivalents, other current assets, other long-term assets, other current liabilities and other long-term liabilities:

	Fair Value Measurements at June 30, 2012				Fair Value Measurements at December 31, 2011			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
	<i>(in thousands)</i>				<i>(in thousands)</i>			
<b>Assets:</b>								
Cash equivalents	\$128,900	\$ -	\$ -	\$128,900	\$138,537	\$ -	\$ -	\$138,537
Forward currency contracts	-	1,740	-	1,740	-	355	-	355
Interest rate cap	-	2	-	2	-	7	-	7
Stock options	-	-	1,318	1,318	-	-	1,060	1,060
<b>Total</b>	<b>\$128,900</b>	<b>\$1,742</b>	<b>\$1,318</b>	<b>\$131,960</b>	<b>\$138,537</b>	<b>\$ 362</b>	<b>\$1,060</b>	<b>\$139,959</b>
<b>Liabilities:</b>								
Interest rate swaps	\$ -	\$3,022	\$ -	\$ 3,022	\$ -	\$3,037	\$ -	\$ 3,037
Forward currency contracts	-	23	-	23	-	-	-	-
Contingent consideration	-	-	5,049	5,049	-	-	8,363	8,363
<b>Total</b>	<b>\$ -</b>	<b>\$3,045</b>	<b>\$5,049</b>	<b>\$ 8,094</b>	<b>\$ -</b>	<b>\$3,037</b>	<b>\$8,363</b>	<b>\$ 11,400</b>

Cash equivalents consist of money market funds. Fair values for cash equivalents are based on quoted prices in an active market. Fair values for forward currency contracts are based on observable market transactions of spot and forward rates. Fair values for the interest rate swaps and the interest rate cap are based on inputs corroborated by observable market data with similar tenors.

The Company has certain contingent obligations related to acquisitions made after the adoption in January 2009 of the FASB guidance for business combinations, which are measured at fair value using Level 3 inputs. The amounts due to the sellers are based on the achievement of agreed-upon financial performance metrics by the acquired companies where the contingent obligation is either earned or not earned. The Company records the liability at the time of the acquisition based on management's best estimates of the future results of the acquired companies compared to the agreed-upon metrics. Subsequent to the date of acquisition, the Company updates the original valuation to reflect current projections of future results of the acquired companies and the passage of time. Accretion of, and changes in the valuations of contingent consideration are reported in acquisition transaction expenses. See Note 5—Commitments and Contingent Liabilities for additional information related to the contingent payments.

The Company has stock options in a company that became publicly-traded in the third quarter of 2011 which are measured at fair value using Level 3 inputs. The stock options were received as consideration in connection with a licensing agreement entered into by a subsidiary of the Company and became fully-vested in the second quarter of 2011. The Company has recorded an asset for these options which is valued using the Black-Scholes option pricing model. The Company recorded revenue based on the valuation of the options as of the measurement date, which was the vesting date. The changes in the valuation after the measurement date are recorded in other income—net.

During the second quarter of 2012, the Company recorded impairments related to definite-lived intangible assets of \$13.9 million, as a component of depreciation and amortization. The impairment charges primarily related to intangible assets for revenue-generating contracts and client/vendor relationships in the Concerts segment. It was determined that these assets were impaired since the estimated undiscounted cash flows associated with these assets were less than their carrying value. These cash flows were calculated using operating cash flows which were discounted to approximate fair value. The operating cash flows for these non-recurring fair value measurements are considered Level 3 inputs.

Due to their short maturity, the carrying amounts of accounts receivable, accounts payable and accrued expenses approximated their fair values at June 30, 2012 and December 31, 2011.

The Company's outstanding debt held by third-party financial institutions is carried at cost, adjusted for premiums or discounts. The Company's debt is not publicly-traded and the carrying amounts typically approximate their fair value for the Company's debt that accrues interest at a variable rate, which are considered to be Level 1 inputs. The estimated fair values of the 8.125% senior notes, the 10.75% senior notes and the 2.875% convertible senior notes were \$255.9 million, \$303.5 million and \$209.9 million at June 30, 2012, respectively. The estimated fair values of the 8.125% senior notes, the 10.75% senior notes and the 2.875% convertible senior notes were \$243.3 million, \$306.4 million and \$193.6 million at December 31, 2011, respectively. The estimated fair value of the Company's third-party fixed-rate debt is based on quoted market prices in active markets for the same or similar debt, which are considered to be Level 2 inputs. The Company has fixed rate debt held by noncontrolling interest partners with a face value of \$25.0 million and \$26.0 million at June 30, 2012 and December 31, 2011, respectively. The Company is unable to determine the fair value of this debt.

**NOTE 5—COMMITMENTS AND CONTINGENT LIABILITIES**

During 2012, the Company has entered into new, or it has exercised options to extend existing, long-term operating leases for office space and venues. These new or extended non-cancelable lease agreements have added future minimum rental commitments of approximately \$6.4 million for the remainder of 2012, \$13.6 million for 2013, \$13.7 million for 2014, \$13.7 million for 2015, \$13.6 million for 2016 and \$197.8 million thereafter. The Company has leases that contain contingent payment requirements for which payments vary depending on revenue, tickets sold or other variables.

---

## [Table of Contents](#)

Certain agreements relating to acquisitions that occurred prior to the adoption in January 2009 of the new FASB guidance for business combinations provide for purchase price adjustments and other future contingent payments based on the financial performance of the acquired companies. The Company will accrue additional amounts related to such contingent payments, which were part of the business combinations, with a corresponding adjustment to goodwill, if and when it is determinable that the applicable financial performance targets will be met. The aggregate of these contingent payments, if all performance targets are met, would not significantly impact the financial position of the Company. The last contingency period for which the Company has an outstanding contingent earn-out payment is for the period ending December 2017.

The Company also has certain contingent obligations related to acquisitions made after the adoption in January 2009 of the FASB guidance for business combinations. In accordance with the current guidance, contingent consideration associated with business combinations must be recorded at its fair value at the time of the acquisition and reflected at current fair value for each subsequent reporting period thereafter until settled. The Company records these fair value changes in its statements of operations as acquisition transaction expenses. The contingent consideration is generally subject to payout following the achievement of future performance targets and some may be payable in 2012. As of June 30, 2012, the Company has accrued \$0.7 million in other current liabilities and \$4.3 million in other long-term liabilities and, as of December 31, 2011, the Company had accrued \$1.5 million in other current liabilities and \$6.9 million in other long-term liabilities representing the fair value of these estimated earn-out arrangements. The last contingency period for which the Company has an outstanding contingent earn-out payment is for the period ending December 2017. See Note 4—Fair Value Measurements for further discussion related to the valuation of the earn-out payments.

In addition, the Company has certain contingent obligations related to acquisitions where the Company does not consolidate the entity, but rather accounts for the investee under the equity method of accounting. If, at acquisition, the fair value of the Company's share of net assets exceeds the Company's initial cost, the maximum amount of contingent consideration that could be paid is recorded up to that excess amount. When the contingency is resolved, any difference between the amount recorded and the settlement is recorded as an adjustment to the investment account. The aggregate of contingent payments associated with equity method investments, if all performance targets are met, would not significantly impact the financial position of the Company. As of June 30, 2012 and December 31, 2011 the Company has accrued \$3.9 million in other long-term liabilities for each respective period.

Certain agreements relating to acquisitions provide for deferred purchase consideration payments at future dates. A liability is established at the time of the acquisition for these fixed payments. For obligations payable at a date greater than twelve months from the acquisition date, the Company applies a discount rate to present value the obligations. As of December 31, 2011, the Company had accrued \$7.1 million in other current liabilities and \$2.6 million in other long-term liabilities related to these deferred purchase consideration payments. During the first quarter of 2012, the Company paid the balance of the deferred purchase consideration in full.

### **CTS Arbitration**

Live Nation Worldwide, Inc. ("Live Nation Worldwide") and CTS were parties to an agreement (the "CTS Agreement"), pursuant to which CTS was to develop and Live Nation Worldwide licensed or agreed to use ticketing software or ticketing platforms. Under the agreement, CTS was to develop software to be licensed to Live Nation Worldwide to provide ticketing services in the United States and Canada. The CTS Agreement also generally required Live Nation Worldwide to use CTS's ticketing platforms in certain European countries so long as CTS's existing platforms were appropriately modified to meet local market conditions. In June 2010, Live Nation Worldwide terminated the CTS Agreement because CTS materially breached the agreement by failing to deliver a North American ticketing system that met the contractual requirements of being a "world class ticketing system . . . that fits the needs of the North American market," and by failing to deliver a ticketing system for the United Kingdom and other European countries that fit the needs of those markets as required by the CTS Agreement.

For North America, had CTS performed on the CTS Agreement, it would have been generally entitled to receive, during the then 10-year term of the CTS Agreement, a per ticket license fee upon the sale of certain tickets that Live Nation Worldwide or any of certain of its subsidiaries (collectively, the "Live Nation Worldwide entities") controlled and had the right to distribute by virtue of certain promotion and venue management relations. This per ticket fee for events in North America was payable to CTS regardless of whether the Live Nation Worldwide entities chose to use the CTS ticketing platform, Ticketmaster's ticketing platform or another ticketing platform for the sale of such controlled tickets. For events in certain European countries, not including the United Kingdom, Live Nation Worldwide generally was required, during a 10-year term, to exclusively book on the CTS ticketing platform all tickets that the Live Nation Worldwide entities had the right to distribute (or, to the extent other ticketing platforms were used, Live Nation Worldwide was generally required to pay to CTS the same fee that would have been payable had the CTS platform been used). For events in the United Kingdom, Live Nation Worldwide was required, for a 10-year term, to (i) book on the CTS ticketing platform all tickets controlled by Live Nation Worldwide entities that were not allocated by Live Nation Worldwide for sale through other sales channels and (ii) to offer for sale on the CTS UK website a portion of the tickets controlled by the Live Nation Worldwide entities. Finally, the CTS Agreement obligated Live Nation Worldwide and CTS to negotiate a set of noncompete agreements that, subject to legal restrictions, could have precluded Live Nation Worldwide from offering primary market ticketing services to third parties in certain European countries during the term of the CTS Agreement.

In April 2010, CTS filed a request for arbitration with the International Court of Arbitration of the International Chamber of Commerce ("ICC"), pursuant to the CTS Agreement. In its request for arbitration, CTS asserts, among other things, that (i) the terms of the CTS Agreement, including the North America per ticket license fee, European exclusivity obligations and United Kingdom distribution obligations described above, apply to tickets sold and distributed by Ticketmaster, (ii) Ticketmaster's sales and distribution of tickets following the completion of the Merger have resulted in various breaches of Live Nation Worldwide's obligations under the CTS Agreement, (iii) Live Nation has failed to allocate the proper number of tickets to CTS's system in the United Kingdom and (iv) the Merger and the Company's subsequent actions have breached the implied covenant of good faith and fair dealing. In its request for arbitration, CTS seeks relief in the form of a declaration that Live Nation and Live Nation Worldwide are in breach of the CTS Agreement and the implied covenant of good faith and fair dealing, specific performance of Live Nation Worldwide's obligations under the CTS Agreement, and unspecified damages resulting from such breaches. In March 2011, CTS provided further specifications on its claims and purported

damages, including a claim for royalties that would have been paid over the contemplated 10-year term of the CTS Agreement and on Ticketmaster-controlled tickets (as well as tickets controlled by Live Nation Worldwide or any of certain of its subsidiaries).



---

## [Table of Contents](#)

In May 2010, the Company responded to CTS's request for arbitration and filed counterclaims asserting that CTS breached the CTS Agreement by failing to provide ticketing platforms that met the standard required by the CTS Agreement for the North American and European markets. The Company is seeking relief primarily in the form of damages and a declaration that the Company validly terminated the CTS Agreement based on CTS's material breaches. The Company denies that CTS is entitled to collect damages for royalties that would have been paid over the full 10-year term of the CTS Agreement or on Ticketmaster-controlled tickets. The matter has been assigned to an arbitrator, and hearings were conducted in the summer and fall of 2011. A decision from the arbitrator is currently expected by the fall of 2012. While the Company does not believe that a loss is probable of occurring at this time, if the arbitrator rules against us on any or all claims, the amounts at stake could be substantial. Considerable uncertainty remains regarding the validity of the claims and damages asserted against the Company. As a result, the Company is currently unable to estimate the possible loss or range of loss for this matter. The Company intends to continue to vigorously defend the action.

### **Live Concert Antitrust Litigation**

The Company was a defendant in a lawsuit filed by Malinda Heerwagen in June 2002 in the United States District Court. The plaintiff, on behalf of a putative class consisting of certain concert ticket purchasers, alleged that anti-competitive practices for concert promotion services by the Company nationwide caused artificially high ticket prices. In August 2003, the District Court ruled in the Company's favor, denying the plaintiff's class certification motion and the plaintiff then dismissed her action. Subsequently, twenty-two putative class actions were filed by different named plaintiffs in various United States District Courts throughout the country, making claims substantially similar to those made in the *Heerwagen* action, except that the geographic markets alleged are regional, statewide or more local in nature, and the members of the putative classes was limited to individuals who purchased tickets to concerts in the relevant geographic markets alleged. In March 2012, the District Court issued an Order granting the Company's Motions for Summary Judgment and also granting in part its Motion to Exclude Testimony. Thereafter, the parties entered into a settlement agreement which did not have a material impact to the Company's results of operations. On June 21, 2012, the District Court entered an Order Granting the Joint Stipulation Regarding Decertification of Classes, and on that same day the parties filed a Joint Stipulation of Dismissal With Prejudice of all actions, thereby concluding the litigation.

### **Ticketing Fees Consumer Class Action Litigation**

In October 2003, a putative representative action was filed in the Superior Court of California challenging Ticketmaster's charges to online customers for shipping fees and alleging that its failure to disclose on its website that the charges contain a profit component is unlawful. The complaint asserted a claim for violation of California's Unfair Competition Law ("UCL"), and sought restitution or disgorgement of the difference between (i) the total shipping fees charged by Ticketmaster in connection with online ticket sales during the applicable period, and (ii) the amount that Ticketmaster actually paid to the shipper for delivery of those tickets. In August 2005, the plaintiffs filed a first amended complaint, then pleading the case as a putative class action and adding the claim that Ticketmaster's website disclosures in respect of its ticket order processing fees constitute false advertising in violation of California's False Advertising Law. On this new claim, the amended complaint seeks restitution or disgorgement of the entire amount of order processing fees charged by Ticketmaster during the applicable period. In April 2009, the Court granted the plaintiffs' motion for leave to file a second amended complaint adding new claims that (a) Ticketmaster's order processing fees are unconscionable under the UCL, and (b) Ticketmaster's alleged business practices further violate the California Consumer Legal Remedies Act. Plaintiffs later filed a third amended complaint, to which Ticketmaster filed a demurrer in July 2009. The Court overruled Ticketmaster's demurrer in October 2009.

The plaintiffs filed a class certification motion in August 2009, which Ticketmaster opposed. In February 2010, the Court granted certification of a class on the first and second causes of action, which allege that Ticketmaster misrepresents/omits the fact of a profit component in Ticketmaster's shipping and order processing fees. The class would consist of California consumers who purchased tickets through Ticketmaster's website from 1999 to present. The Court denied certification of a class on the third and fourth causes of action, which allege that Ticketmaster's shipping and order processing fees are unconscionably high. In March 2010, Ticketmaster filed a Petition for Writ of Mandate with the California Court of Appeal, and plaintiffs also filed a motion for reconsideration of the Superior Court's class certification order. In April 2010, the Superior Court denied plaintiffs' Motion for Reconsideration of the Court's class certification order, and the Court of Appeal denied Ticketmaster's Petition for Writ of Mandate. In June 2010, the Court of Appeal granted the plaintiffs' Petition for Writ of Mandate and ordered the Superior Court to vacate its February 2010 order denying plaintiffs' motion to certify a national class and enter a new order granting plaintiffs' motion to certify a nationwide class on the first and second claims. In September 2010, Ticketmaster filed its Motion for Summary Judgment on all causes of action in the Superior Court, and that same month plaintiffs filed their Motion for Summary Adjudication of various affirmative defenses asserted by Ticketmaster. In November 2010, Ticketmaster filed its Motion to Decertify Class.

In December 2010, the parties entered into a binding term sheet that provided for the settlement of the litigation and the resolution of all claims therein. The settlement was memorialized in a long-form agreement in April 2011. In June 2011, after a hearing on the plaintiffs' Motion for Preliminary Approval of the settlement, the Court declined to approve the settlement reached by the parties in its then-current form. Litigation continued, and in September 2011, the Court granted in part and denied in part Ticketmaster's Motion for Summary Judgment. The parties reached a new settlement in September 2011 and subsequently entered into a long-form agreement. The plaintiffs filed a Motion for Preliminary Approval of the new settlement in September 2011. In October 2011, the Court preliminarily approved the new settlement. Ticketmaster has notified all class members of the settlement. A hearing on final approval of the settlement was held in July 2012 and an order remains pending. Ticketmaster and its parent, Live Nation, have not acknowledged any violations of law or liability in connection with the matter, but agreed to the settlement in order to eliminate the uncertainties and expense of further protracted litigation.

As of June 30, 2012, the Company has accrued \$35.5 million, its best estimate of the probable costs associated with the settlement referred to above. This liability includes an estimated redemption rate. Any difference between the Company's estimated redemption rate and the actual redemption rate it experiences will impact the final settlement amount; however, the Company does not expect this difference to be material.





---

## [Table of Contents](#)

### **Canadian Consumer Class Action Litigation Relating to TicketsNow**

In February 2009, five putative consumer class action complaints were filed in various provinces of Canada against TicketsNow, Ticketmaster, Ticketmaster Canada Ltd. and Premium Inventory, Inc. All of the cases allege essentially the same set of facts and causes of action. Each plaintiff purports to represent a class consisting of all persons who purchased a ticket from Ticketmaster, Ticketmaster Canada Ltd. or TicketsNow from February 2007 to present and alleges that Ticketmaster conspired to divert a large number of tickets for resale through the TicketsNow website at prices higher than face value. The plaintiffs characterize these actions as being in violation of Ontario's Ticket Speculation Act, the Amusement Act of Manitoba, the Amusement Act of Alberta or the Quebec Consumer Protection Act. The Ontario case contains the additional allegation that Ticketmaster's and TicketsNow's service fees run afoul of anti-scalping laws. Each lawsuit seeks compensatory and punitive damages on behalf of the class.

In February 2012, the parties entered into a settlement agreement that would, if approved by the courts, resolve all of the resale market claims. The court approval process for the proposed settlement has been commenced, with pre-approvals having been afforded in all provinces in which the actions are pending. The process is expected to take several months, with final approval hearings in all provinces currently scheduled throughout the summer of 2012.

As of June 30, 2012, the Company has accrued its best estimate of the probable costs associated with the resale market claims of this matter, the full amount of which was funded by an escrow established in connection with Ticketmaster's 2008 acquisition of TicketsNow.

While it is reasonably possible that a loss related to the primary market claims of this matter could be incurred by the Company in a future period, the Company does not believe that a loss is probable of occurring at this time. Considerable uncertainty remains regarding the validity of the claims and damages asserted against the Company. As a result, the Company is currently unable to estimate the possible loss or range of loss for the primary market claims of this matter. The Company intends to continue to vigorously defend all claims in all of the actions.

### **Other Litigation**

From time to time, the Company is involved in other legal proceedings arising in the ordinary course of its business, including proceedings and claims based upon violations of antitrust laws and tortious interference, which could cause the Company to incur significant expenses. The Company has also been the subject of personal injury and wrongful death claims relating to accidents at its venues in connection with its operations. As required, the Company has accrued its estimate of the probable settlement or other losses for the resolution of any outstanding claims. These estimates have been developed in consultation with counsel and are based upon an analysis of potential results, including, in some cases, estimated redemption rates for the settlement offered, assuming a combination of litigation and settlement strategies. It is possible, however, that future results of operations for any particular period could be materially affected by changes in the Company's assumptions or the effectiveness of its strategies related to these proceedings. In addition, under the Company's agreements with Clear Channel, it has assumed and will indemnify Clear Channel for liabilities related to its business for which they are a party in the defense.

As of June 30, 2012, the Company has accrued \$41.5 million for the specific cases discussed above as its best estimate of the probable costs of legal settlement, including \$35.5 million for the Ticketing Fees Consumer Class Action litigation settlement.

## **NOTE 6—CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS**

### ***Agreements with Liberty Media***

In connection with the Merger Agreement, in February 2009 the Company entered into a stockholder agreement with Liberty Media and Liberty USA Holdings, LLC (the "Liberty Stockholder Agreement") regarding certain corporate governance rights, designation rights and registration rights with respect to the Company's common stock to be received by Liberty Media in the Merger. The Liberty Stockholder Agreement became effective upon consummation of the Merger. Among other things, subject to certain restrictions and limitations set forth in the Liberty Stockholder Agreement, Liberty Media has exercised its right to nominate two directors to serve on the Company's board of directors. The Liberty Stockholder Agreement also contains provisions relating to limitations on the ownership of the Company's equity securities by Liberty Media and its affiliates following the Merger and on transfers of the Company's equity securities and rights and obligations under the Liberty Stockholder Agreement following the Merger.

In February 2011, the Company entered into a subscription agreement with Liberty Media. Pursuant to the subscription agreement, in February and June 2011, the Company sold to Liberty Media 1.8 million and 5.5 million shares, respectively, of the Company's common stock for aggregate cash consideration of \$18.8 million and \$57.7 million, respectively.

### ***Transactions Involving Directors***

The Company has a non-employee director as of June 30, 2012 who is also a director and executive officer of Clear Channel. This director receives directors' fees, stock options and restricted stock awards on the same basis as other non-employee members of the Company's board of directors. Additionally, as of June 30, 2012, the Company has an employee director who is also a director of Clear Channel. From time to time, the Company purchases advertising from Clear Channel and its subsidiaries in the ordinary course of business on an arms-length basis.

The Company has a non-employee director as of June 30, 2012 who is also a director and executive officer of MSG and Cablevision. This director receives directors' fees, stock options and restricted stock awards on the same basis as other non-employee members of the Company's board of directors. From time to time, the Company promotes events at venues owned and/or operated by MSG and pays rental fees and co-promote fees to MSG and its subsidiaries. In addition, the Company provides ticketing services for venues and sports franchises owned and/or operated by MSG and pays royalty fees to MSG and its subsidiaries. The Company also receives transaction fees from MSG and its subsidiaries for tickets MSG sells using the Company's ticketing software. Finally, the Company purchases advertising from Cablevision and its subsidiaries from time to time. All of these transactions are entered into in the ordinary course of business on an arms-

length basis.

## Table of Contents

The following table sets forth expenses incurred and revenue earned from the transactions noted above:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	<i>(in thousands)</i>			
Director related-party revenue	\$3,542	\$ -	\$8,320	\$ -
Director related-party expenses	\$5,692	\$ 1,062	\$9,153	\$1,428

### **Transactions Involving Executives**

ATC Aviation, Inc. ("ATC"), which is owned by Irving Azoff, owns an aircraft. Irving Azoff is the Company's Executive Chairman and Chairman of the board of directors. An aircraft management and charter company, unrelated to either the Company or ATC, manages and operates the aircraft on ATC's behalf and charges market rates for the use of the aircraft when used by Mr. Azoff or other executives on Company business, a portion of which is paid to ATC. For the three months ended June 30, 2012 and 2011, the Company made payments totaling \$0.4 million and \$0.5 million, respectively, and for the six months ended June 30, 2012 and 2011, the Company made payments totaling \$1.0 million and \$0.6 million, respectively.

In January 2011, pursuant to the provisions of a then effective stockholders' agreement, the board of directors of Front Line declared a dividend payable in cash to the holders of record of Front Line common stock. This dividend was paid in January 2011 and totaled \$20.1 million of which the Company received \$15.0 million. The Azoff Trust received a pro rata portion of this dividend totaling \$3.0 million. In connection with the January 2011 dividend, Mr. Azoff received a contractual gross-up payment of \$0.6 million. Prior to the payment of the dividend, FLMG made a loan to Front Line principally to fund the dividend, evidenced by a promissory note from Front Line to FLMG with a principal amount of \$20.7 million and bearing interest at a rate of 4.5%, payable no later than December 31, 2011. This loan was paid off in the first quarter of 2012.

### **Other Related Parties**

During the six months ended June 30, 2011, the Company paid \$6.8 million of deferred consideration due in connection with an acquisition of a company owned by various members of management of one of the Company's subsidiaries. The acquired company holds the lease of a venue. There were no such deferred consideration payments made during the six months ended June 30, 2012.

In January 2011, the Company sold a 49.9% noncontrolling interest in its clubs and theaters venue promotion business in Boston to a company partially owned by two employees of one of the Company's subsidiaries in exchange for assets and cash valued at \$12.6 million.

The Company conducts certain transactions in the ordinary course of business with companies that are owned, in part or in total, by various members of management of the Company's subsidiaries or companies over which it has significant influence. These transactions primarily relate to venue rentals, concession services, equipment rentals, ticketing, marketing and other services and reimbursement of certain costs. As of June 30, 2012 and December 31, 2011, the Company has a receivable balance of \$12.7 million and \$13.3 million, respectively, from certain of these companies. The following table sets forth expenses incurred and revenue earned from these companies for services rendered or provided in relation to these business ventures. None of these transactions were with directors or executive officers of the Company.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	<i>(in thousands)</i>			
Other related-parties revenue	\$ 732	\$ 475	\$1,746	\$1,670
Other related-parties expenses	\$2,117	\$ 2,001	\$3,856	\$5,830

### **NOTE 7—INCOME TAXES**

The Company calculates interim effective tax rates in accordance with the FASB guidance for income taxes and applies the estimated annual effective tax rate to year-to-date pretax income (loss) at the end of each interim period to compute a year-to-date tax expense (or benefit). This guidance requires departure from effective tax rate computations when losses incurred within tax jurisdictions cannot be carried back and future profits associated with operations in those tax jurisdictions cannot be assured beyond any reasonable doubt. Accordingly, the Company has calculated and applied an expected annual effective tax rate of approximately 19% for 2012 (as compared to 20% in the prior year), excluding significant, unusual or extraordinary items, for ordinary income associated with operations, which are principally outside of the United States, for which the Company currently expects to have annual taxable income. The Company has not recorded tax benefits associated with losses from operations for which future taxable income cannot be reasonably assured. As required by this guidance, the Company also includes tax effects of significant, unusual or extraordinary items in income tax expense in the interim period in which they occur.

Net income tax expense is \$9.5 million for the six months ended June 30, 2012. The components of tax expense that contributed to the net income tax expense for the six months ended June 30, 2012 primarily consist of income tax expense of \$5.6 million based on the expected annual rate pertaining to ordinary income for the six-month period ending on June 30, 2012, state and local taxes of \$1.9 million, the establishment of valuation allowances of \$0.5 million on deferred tax assets and an increase for discrete unrecognized tax benefits of \$0.9 million.

## [Table of Contents](#)

As of June 30, 2012 and December 31, 2011, the Company had unrecognized tax benefits of approximately \$12.7 million and \$13.4 million, respectively. During the six months ended June 30, 2012, unrecognized tax benefits decreased by approximately \$0.7 million, primarily attributable to settlements of approximately \$1.7 million and currency translation adjustments of \$0.3 million. These decreases were offset partially by \$1.3 million for tax, interest and penalty accruals. All of these unrecognized tax benefits would favorably impact the effective tax rate if recognized in the future.

Historically, the Company has reinvested all foreign earnings in its continuing foreign operations. The Company currently believes all undistributed foreign earnings that are not currently subject to United States federal income tax will be indefinitely reinvested in its foreign operations.

The tax years 2001 through 2011 remain open to examination by the major tax jurisdictions to which the Company is subject.

### NOTE 8—STOCKHOLDERS' EQUITY

The following table shows the reconciliation of the carrying amount of redeemable noncontrolling interests, total stockholders' equity, stockholders' equity attributable to Live Nation Entertainment, Inc. and stockholders' equity attributable to noncontrolling interests:

	Redeemable Noncontrolling Interests <i>(in thousands)</i>	Live Nation Entertainment, Inc. Stockholders' Equity	Noncontrolling Interests <i>(in thousands)</i>	Total Stockholders' Equity
<b>Balances at December 31, 2011</b>	\$ 8,277	\$ 1,461,103	\$ 155,791	\$1,616,894
Non-cash and stock-based compensation	-	14,566	-	14,566
Exercise of stock options	-	859	-	859
Acquisitions	37,865	-	-	-
Acquisitions of noncontrolling interests	-	(4)	(245)	(249)
Redeemable noncontrolling interests fair value adjustments	240	(240)	-	(240)
Noncontrolling interests contributions	-	-	130	130
Cash dividends, net of tax	-	-	(8,189)	(8,189)
Other	710	-	(62)	(62)
Comprehensive loss:				
Net loss	(562)	(61,458)	(2,648)	(64,106)
Unrealized loss on cash flow hedges	-	(88)	-	(88)
Currency translation adjustment	-	(8,865)	-	(8,865)
<b>Balances at June 30, 2012</b>	<u>\$ 46,530</u>	<u>\$ 1,405,873</u>	<u>\$ 144,777</u>	<u>\$1,550,650</u>

#### *Noncontrolling Interests*

As of June 30, 2012, for the non-wholly-owned subsidiaries of the Company where the common securities held by the noncontrolling interests do not include put arrangements exercisable outside of the control of the Company, such noncontrolling interests are recorded in stockholders' equity, separate from the Company's own equity.

The purchase or sale of additional ownership in an already controlled subsidiary is recorded as an equity transaction with no gain or loss recognized in consolidated net income or comprehensive income. In the first six months of 2011, the Company acquired the remaining equity interests in Front Line and other smaller companies. There were no significant acquisitions of noncontrolling interests during the first half of 2012.

The following schedule reflects the change in ownership interests for these transactions.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	<i>(in thousands)</i>			
Net income (loss) attributable to Live Nation Entertainment, Inc.	\$ 7,692	\$ 13,257	\$ (61,458)	\$ (35,203)
Transfers (to) from noncontrolling interests:				
Changes in Live Nation Entertainment, Inc.'s paid in capital for purchase of noncontrolling interests, net of transaction costs	(456)	15,753	(4)	84,437
Net transfers (to) from noncontrolling interests	(456)	15,753	(4)	84,437
Change from net income (loss) attributable to Live Nation Entertainment, Inc. and transfers (to) from noncontrolling interests	<u>\$ 7,236</u>	<u>\$ 29,010</u>	<u>\$ (61,462)</u>	<u>\$ 49,234</u>

## [Table of Contents](#)

### ***Redeemable Noncontrolling Interests***

For certain of its consolidated subsidiaries, the Company is subject to put arrangements arising from business combinations where the holders of the noncontrolling interests can require the Company to repurchase their shares at specified dates in the future or within specified periods in the future. Certain of these puts can be exercised earlier upon the occurrence of triggering events as specified in the agreements. The exercise dates for these puts range from November 2012 to December 2018. The redemption amounts for these puts are either at a fixed amount, at fair value at the time of exercise or variable based on a formula linked to earnings. In accordance with the FASB guidance for business combinations, the redeemable noncontrolling interests are recorded at their fair value at the acquisition date. As these put arrangements are not currently redeemable, for increases in the estimated redemption value, or reductions in the estimated redemption value to the extent increases had been recognized previously, the Company accretes changes in the redemption value over the period from the date of issuance to the earliest redemption date of the individual puts, with the offset recorded to additional paid-in capital. Accounting guidance prohibits the recognition of reductions in value below issuance date value. Changes in estimated redemption values that are based on a formula linked to future earnings are computed using projected cash flows each reporting period which take into account the current expectations regarding profitability and the timing of revenue-generating events. For redemption amounts that are fixed dollar amounts, if the initial fair value is the redemption amount, there are no changes recorded until the puts are exercised or expire. The redemption amounts for these put arrangements are reflected in the Company's balance sheets as redeemable noncontrolling interests outside of permanent equity and, at June 30, 2012 and December 31, 2011, were \$46.5 million and \$8.3 million, respectively. The increase during the current year is principally related to puts associated with the 2012 acquisitions.

### ***Earnings per Share***

The following table sets forth the computation of basic and diluted net income (loss) per common share:

	<b>Three Months Ended June 30,</b>		<b>Six Months Ended June 30,</b>	
	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>
	<i>(in thousands, except for per share data)</i>			
Net income (loss) attributable to Live Nation Entertainment, Inc.-basic and diluted	\$ 7,692	\$ 13,257	\$ (61,458)	\$ (35,203)
Weighted average common shares—basic	186,894	180,819	186,708	178,568
Effect of dilutive securities:				
Stock options, restricted stock and warrants	2,431	1,971	-	-
2.875% convertible senior notes	-	-	-	-
Weighted average common shares—diluted	189,325	182,790	186,708	178,568
Basic and diluted net income (loss) per common share	\$ 0.04	\$ 0.07	\$ (0.33)	\$ (0.20)

The calculation of diluted net income (loss) per common share includes the effects of the assumed exercise of any outstanding stock options and warrants, the assumed vesting of shares of restricted stock awards and units and the assumed conversion of the 2.875% convertible senior notes where dilutive. The following table shows securities excluded from the calculation of diluted net income (loss) per common share because such securities are anti-dilutive:

	<b>Three Months Ended June 30,</b>		<b>Six Months Ended June 30,</b>	
	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>
	<i>(in thousands)</i>			
Options to purchase shares of common stock	15,981	14,801	21,340	19,583
Restricted stock awards and units—unvested	3,179	2,284	3,935	3,124
Warrants	500	500	500	500
Conversion shares related to 2.875% convertible senior notes	8,105	8,105	8,105	8,105
Number of anti-dilutive potentially issuable shares excluded from diluted common shares outstanding	27,765	25,690	33,880	31,312

---

[Table of Contents](#)

**NOTE 9—STOCK-BASED COMPENSATION**

The following is a summary of stock-based compensation expense recorded by the Company during the respective periods:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	<i>(in thousands)</i>			
Selling, general and administrative expenses	\$3,353	\$ 3,099	\$ 6,644	\$33,571
Corporate expenses	5,587	4,551	11,275	9,386
Total stock-based compensation expense	<u>\$8,940</u>	<u>\$ 7,650</u>	<u>\$17,919</u>	<u>\$42,957</u>

In the first quarter of 2011, the Company acquired the remaining equity interests of Front Line. As a result of this acquisition, the Company recorded \$24.4 million of stock-based compensation in selling, general and administrative expenses.

As of June 30, 2012, there was \$56.2 million of total unrecognized compensation cost related to stock-based compensation arrangements for stock options, restricted stock awards and restricted stock units. This cost is expected to be recognized over a weighted-average period of 2.6 years.

***Azoff Trust Note***

As part of the Merger, a note was issued to the Azoff Trust in exchange for shares of Ticketmaster's series A convertible redeemable preferred stock held by the Azoff Trust. The note accrues interest equal to 3.0% of the outstanding principal balance and is payable in monthly installments of \$0.8 million through October 1, 2013, subject to Mr. Azoff's continued employment with the Company. In the event of a termination of Mr. Azoff's employment with the Company without cause or for good reason or due to death or disability, the note immediately will vest and the balance of the note will be due and paid in a cash lump sum. Upon any other termination of Mr. Azoff's employment, the Azoff Trust will forfeit the balance of the note. For the three months ended June 30, 2012 and 2011, the Company recorded \$1.6 million in each of the respective periods and for the six months ended June 30, 2012 and 2011, the Company recorded \$3.2 million in each of the respective periods related to this note as a component of corporate expenses.

**NOTE 10—SEGMENT DATA**

The Company's reportable segments are Concerts, Ticketing, Artist Nation and Sponsorship & Advertising. Prior to 2012, the Company reported an eCommerce segment, which is now included in the Ticketing and Sponsorship & Advertising segments. Specifically, all online advertising and online sponsorships previously reported in the eCommerce segment are now reported in the Sponsorship & Advertising segment while all other activity has been included in the Ticketing segment. This change was made to be consistent with how the four key components of the business are now being managed.

The Concerts segment involves the promotion of live music events globally in the Company's owned and/or operated venues and in rented third-party venues, the production of music festivals and the operation and management of music venues and is the aggregation of the Company's North American Concerts and International Concerts operating segments. The Ticketing segment involves the management of the Company's global ticketing operations including providing ticketing software and services to clients and online access for customers relating to ticket and event information and is responsible for the Company's primary websites, [www.livenation.com](http://www.livenation.com) and [www.ticketmaster.com](http://www.ticketmaster.com). The Ticketing segment is the aggregation of the Company's North American Ticketing and International Ticketing operating segments. The Artist Nation segment provides management services to artists and other services including merchandise, artist fan sites and VIP tickets and is the aggregation of the Company's Artist Management and Artist Services operating segments. The Sponsorship & Advertising segment manages the development of strategic sponsorship programs in addition to the sale of international, national and local sponsorships and placement of advertising including signage, promotional programs and banner ads in the Company's owned and/or operated venues and on its primary websites.

Included in the June 30, 2012 and December 31, 2011 cash and cash equivalents balance is \$393.4 million and \$373.9 million, respectively, of funds representing amounts equal to the face value of tickets sold on behalf of clients and the clients' share of convenience and order processing charges ("client funds"). The Company does not utilize client funds for its own financing or investing activities as the amounts are payable to clients.

The Company has reclassified all periods to conform to the current period presentation. Revenue and expenses earned and charged between segments are eliminated in consolidation. Corporate expenses and all line items below operating income (loss) are managed on a total company basis.

The Company manages its working capital on a consolidated basis. Accordingly, segment assets are not reported to, or used by, the Company's management to allocate resources to or assess performance of the segments, and therefore, total segment assets have not been disclosed.



## Table of Contents

The following table presents the results of operations for the Company's reportable segments for the three and six months ending June 30, 2012 and 2011:

	<u>Concerts</u>	<u>Ticketing</u>	<u>Artist Nation</u>	<u>Sponsorship &amp; Advertising</u>	<u>Other</u>	<u>Corporate</u>	<u>Eliminations</u>	<u>Consolidated</u>
	<i>(in thousands)</i>							
<b>Three Months Ended June 30, 2012</b>								
Revenue	\$1,076,024	\$313,068	\$109,241	\$ 61,278	\$ 422	\$ -	\$ (9,356)	\$1,550,677
Direct operating expenses	896,083	138,496	73,371	9,337	(1,908)	-	(8,510)	1,106,869
Selling, general and administrative expenses	145,067	104,673	21,306	9,192	705	-	-	280,943
Depreciation and amortization	44,134	38,803	11,456	(18)	11	719	(846)	94,259
Loss (gain) on sale of operating assets	1	(65)	-	-	157	-	-	93
Corporate expenses	-	-	-	-	-	27,415	-	27,415
Acquisition transaction expenses	(2,219)	(315)	351	-	-	313	-	(1,870)
Operating income (loss)	<u>\$ (7,042)</u>	<u>\$ 31,476</u>	<u>\$ 2,757</u>	<u>\$ 42,767</u>	<u>\$ 1,457</u>	<u>\$(28,447)</u>	<u>\$ -</u>	<u>\$ 42,968</u>
Intersegment revenue	\$ 5,686	\$ 1,814	\$ 1,856	\$ -	\$ -	\$ -	\$ (9,356)	\$ -
<b>Three Months Ended June 30, 2011</b>								
Revenue	\$1,082,229	\$307,830	\$118,430	\$ 62,994	\$ 807	\$ 1	\$ (13,409)	\$1,558,882
Direct operating expenses	921,480	140,409	81,386	9,793	-	(1,713)	(13,204)	1,138,151
Selling, general and administrative expenses	142,315	93,254	21,609	9,114	503	-	-	266,795
Depreciation and amortization	28,302	35,153	13,131	89	13	444	(205)	76,927
Loss (gain) on sale of operating assets	(678)	(76)	-	-	94	-	-	(660)
Corporate expenses	-	-	-	-	-	24,590	-	24,590
Acquisition transaction expenses	(1,261)	682	(2,774)	-	-	4,059	-	706
Operating income (loss)	<u>\$ (7,929)</u>	<u>\$ 38,408</u>	<u>\$ 5,078</u>	<u>\$ 43,998</u>	<u>\$ 197</u>	<u>\$(27,379)</u>	<u>\$ -</u>	<u>\$ 52,373</u>
Intersegment revenue	\$ 7,351	\$ 340	\$ 5,718	\$ -	\$ -	\$ -	\$ (13,409)	\$ -
<b>Six Months Ended June 30, 2012</b>								
Revenue	\$1,524,723	\$639,612	\$170,646	\$ 97,406	\$ 1,198	\$ -	\$ (14,911)	\$2,418,674
Direct operating expenses	1,239,436	290,371	114,009	16,058	(423)	-	(13,868)	1,645,583
Selling, general and administrative expenses	276,685	208,001	45,394	17,981	1,017	-	-	549,078
Depreciation and amortization	72,496	77,969	23,068	21	23	1,438	(1,043)	173,972
Loss (gain) on sale of operating assets	(469)	(155)	-	-	429	-	-	(195)
Corporate expenses	-	-	-	-	-	50,632	-	50,632
Acquisition transaction expenses	(1,405)	(335)	401	-	-	778	-	(561)
Operating income (loss)	<u>\$ (62,020)</u>	<u>\$ 63,761</u>	<u>\$(12,226)</u>	<u>\$ 63,346</u>	<u>\$ 152</u>	<u>\$(52,848)</u>	<u>\$ -</u>	<u>\$ 165</u>
Intersegment revenue	\$ 9,167	\$ 2,696	\$ 3,048	\$ -	\$ -	\$ -	\$ (14,911)	\$ -
Capital expenditures	\$ 11,458	\$ 42,422	\$ 414	\$ 3,433	\$ 4	\$ 983	\$ -	\$ 58,714
<b>Six Months Ended June 30, 2011</b>								
Revenue	\$1,531,499	\$625,339	\$172,566	\$ 96,065	\$ 1,606	\$ 333	\$ (19,117)	\$2,408,291
Direct operating expenses	1,287,634	285,088	116,267	16,000	-	(1,002)	(18,712)	1,685,275
Selling, general and administrative expenses	268,616	183,446	68,915	17,727	1,060	-	-	539,764
Depreciation and amortization	54,715	72,405	26,612	188	27	866	(405)	154,408
Loss (gain) on sale of operating assets	(690)	(86)	1,241	-	170	-	-	635
Corporate expenses	-	-	-	-	-	45,626	-	45,626
Acquisition transaction expenses	(6,115)	951	(2,182)	-	-	9,717	-	2,371
Operating income (loss)	<u>\$ (72,661)</u>	<u>\$ 83,535</u>	<u>\$(38,287)</u>	<u>\$ 62,150</u>	<u>\$ 349</u>	<u>\$(54,874)</u>	<u>\$ -</u>	<u>\$ (19,788)</u>
Intersegment revenue	\$ 7,812	\$ 4,333	\$ 6,972	\$ -	\$ -	\$ -	\$ (19,117)	\$ -
Capital expenditures	\$ 10,852	\$ 27,515	\$ 2,294	\$ 92	\$ -	\$ 3,895	\$ -	\$ 44,648



---

## [Table of Contents](#)

### **Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

*"Live Nation" (which may be referred to as the "Company", "we", "us" or "our") means Live Nation Entertainment, Inc. and its subsidiaries, or one of our segments or subsidiaries, as the context requires. You should read the following discussion of our financial condition and results of operations together with the unaudited consolidated financial statements and notes to the financial statements included elsewhere in this quarterly report.*

#### **Special Note About Forward-Looking Statements**

Certain statements contained in this quarterly report (or otherwise made by us or on our behalf from time to time in other reports, filings with the SEC, news releases, conferences, internet postings or otherwise) that are not statements of historical fact constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act of 1934, as amended, notwithstanding that such statements are not specifically identified. Forward-looking statements include, but are not limited to, statements about our financial position, business strategy, competitive position, potential growth opportunities, potential operating performance improvements, the effects of competition, the effects of future legislation or regulations and plans and objectives of our management for future operations. We have based our forward-looking statements on our beliefs and assumptions based on information available to us at the time the statements are made. Use of the words "may," "should," "continue," "plan," "potential," "anticipate," "believe," "estimate," "expect," "intend," "outlook," "could," "target," "project," "seek," "predict," or variations of such words and similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements.

Forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties that could cause actual results to differ materially from those in such statements. Factors that could cause actual results to differ from those discussed in the forward-looking statements include, but are not limited to, those set forth below under Part II Item 1A.—Risk Factors, as well as other factors described herein or in our annual, quarterly and other reports we file with the SEC (collectively, cautionary statements). Based upon changing conditions, should any one or more of these risks or uncertainties materialize, or should any underlying assumptions prove incorrect, actual results may vary materially from those described in any forward-looking statements. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the applicable cautionary statements. We do not intend to update these forward-looking statements, except as required by applicable law.

#### **Executive Overview**

In the second quarter of 2012, our revenue increased 2% overall compared to last year on a constant currency basis as we began the Concert season, although reported revenue was down slightly due to currency changes during the period. We again saw an increased number of tickets sold in the Ticketing segment, from growth in both concerts and sports tickets, along with higher overall attendance in our Concerts segment on a slightly lower number of events. During the second quarter, we expanded our Concerts presence through the acquisition of Coppel, a concert promotion business in Australia and New Zealand, along with the acquisitions of two key festival brands in the electronic dance music space – Creamfields and HARD Events. Our strategy remains centered on expanding our presence in the world's largest live entertainment markets and leveraging our leadership position in the live entertainment industry to promote more concerts, sell more tickets and grow our sponsorship and online advertising revenue, while continuing to optimize our cost structure. As the leading global live event, ticketing and artist management company, we believe that we are well-positioned to effectively serve artists, teams, fans and venues.

Our Concerts segment delivered improved operating results in the second quarter as compared to last year through stronger amphitheater and festival activity. Our concert attendance was up 6% globally driven by higher attendance per show as our overall number of events in the quarter declined by 1%. We had more amphitheater shows in the second quarter as compared to last year with higher profitability and we continue to expect that we will deliver more amphitheater shows for the year than in 2011. During the quarter, we expanded our presence in Australia and New Zealand as noted above which gives us a strong base for promotion activity across Australia and Asia. Also, in addition to the two key festival brands we acquired in the quarter, we continued to grow our festival base by investing in several new festivals that we have started, both internationally and in North America, and we remain focused on selling more tickets and continuing to improve the profitability of our amphitheater shows.

Our Ticketing segment saw an increase in ticket sales again in this quarter as compared to last year. Overall, our reported revenue grew by 2% primarily due to increased global ticket sales and higher resale activity, despite the year-over-year reduction in fees earned for the 2012 Olympics ticket sales which were sold primarily in the first and second quarters of 2011. The investment in our ticketing platform continues as we are now into the second year of a three-year project to re-platform our core ticketing infrastructure and we continue to invest in mobile and other ecommerce enhancements as well. These investments were a primary driver of Ticketing's reduced operating results for the quarter. During the second quarter, we rolled out the first major release from our ticketing re-platform project which delivered to our venue clients an improved ticketing portal and user interface.

Our Artist Nation segment had reduced merchandise activity during the quarter driven primarily from timing of artist tours which caused a decline in revenue and operating results. Our artist management business continues to focus on adding new artists, serving its existing artists and growing its merchandise and services business by developing new relationships with the hottest brands.

Our Sponsorship & Advertising segment revenue was slightly down in the quarter, although still higher year-to-date through the second quarter, driven by the timing of certain festivals which moved from second quarter to the third quarter this year. This business continues to deliver high operating margins, currently at 70%, that drive our overall results. We signed contracts with new partners such as TD Bank Group, Samsung and T-Mobile this quarter. We believe that our extensive on-site and online reach, global venue distribution network, artist relationships and ticketing operations are key to securing long-term sponsorship agreements with major brands and we continue to look for ways to expand these assets and to extend further internationally in new markets.



---

## [Table of Contents](#)

We remain excited about the long-term potential of our Company as we continue to focus on the key elements of our business model, promoting more concerts in more markets, growing our sponsorship and online advertising revenue and selling more tickets while capturing more of the gross proceeds.

### **Our History**

We were incorporated in Delaware on August 2, 2005 in preparation for the spin-off of substantially all of Clear Channel's entertainment assets and liabilities. The Separation was completed on December 21, 2005, at which point we became a publicly traded company on the New York Stock Exchange trading under the symbol "LYV".

On January 25, 2010, we completed our Merger with Ticketmaster. Effective on the date of the Merger, Ticketmaster became a wholly-owned subsidiary of Live Nation and Live Nation, Inc. changed its name to Live Nation Entertainment, Inc.

### **Segment Overview**

Our reportable segments are Concerts, Ticketing, Artist Nation and Sponsorship & Advertising. Prior to 2012 we reported an eCommerce segment, which is now included in our Ticketing and Sponsorship & Advertising segments. Specifically, all online advertising and online sponsorships previously reported in the eCommerce segment are now reported in the Sponsorship & Advertising segment while all other activity has been included in the Ticketing segment. This change was made to be consistent with how the four key components of the business are now being managed.

The segment results for the prior periods have been reclassified to conform to the current year presentation.

#### ***Concerts***

Our Concerts segment principally involves the global promotion of live music events in our owned and/or operated venues and in rented third-party venues, the operation and management of music venues and the production of music festivals across the world. While our Concerts segment operates year-round, we experience higher revenue during the second and third quarters due to the seasonal nature of shows at our outdoor amphitheaters and festivals, which primarily occur May through September.

To judge the health of our Concerts segment, we primarily monitor the number of confirmed events in our network of owned and/or operated and third-party venues, talent fees, average paid attendance and advance ticket sales. In addition, at our owned and/or operated venues, we monitor attendance, ancillary revenue per fan and premium seat sales. For business that is conducted in foreign markets, we compare the operating results from our foreign operations to prior periods on a constant currency basis.

#### ***Ticketing***

The Ticketing segment is primarily an agency business that sells tickets for events on behalf of our clients and retains a convenience charge and order processing fee for our services. We sell tickets through a combination of websites, telephone services and ticket outlets. Our ticketing sales are impacted by fluctuations in the availability of events for sale to the public, which may vary depending upon scheduling by our clients. Our Ticketing segment also manages our online activities including enhancements to our websites and bundling product offerings. Through our websites, we sell tickets to our own events as well as tickets for our ticketing clients and disseminate event and related merchandise information online. Revenue related to ticketing service charges for our events where we control ticketing is deferred and recognized as the event occurs.

To judge the health of our Ticketing segment, we primarily review the number of tickets sold through our ticketing operations, average convenience charges and order processing fees, the number of clients renewed or added and the average royalty rate paid to clients who use our ticketing services. In addition, we review the number of unique visitors to our websites, the overall number of customers in our database and the revenue related to the sale of other products on our websites. For business that is conducted in foreign markets, we compare the operating results from our foreign operations to prior periods on a constant currency basis.

#### ***Artist Nation***

The Artist Nation segment primarily provides management services to music artists in exchange for a commission on the earnings of these artists. Our Artist Nation segment also sells merchandise associated with music artists at live performances, to retailers and directly to consumers via the internet and also provides other services to artists. Revenue earned from our Artist Nation segment is impacted to a large degree by the touring schedules of the artists we represent. Generally, we experience higher revenue during the second and third quarters as the period from May through September tends to be a popular time for touring events.

To judge the health of our Artist Nation segment, we primarily review the average annual earnings of each artist represented, percent of top artists on tour and planned album releases. For business that is conducted in foreign markets, we compare the operating results from our foreign operations to prior periods on a constant currency basis.

#### ***Sponsorship & Advertising***

Our Sponsorship & Advertising segment employs a sales force that creates and maintains relationships with sponsors, through a combination of strategic, international, national and local opportunities for businesses to reach customers through our concert, venue, artist relationship and ticketing assets, including advertising on our websites. We work with our corporate clients to help create marketing programs that drive their businesses.

To judge the health of our Sponsorship & Advertising segment, we primarily review the average revenue per sponsor, the total revenue generated through sponsorship arrangements, percent of expected revenue under contract and the online revenue received from sponsors advertising on our websites.



[Table of Contents](#)

**Consolidated Results of Operations**

	<u>Three Months Ended June 30,</u>		<u>% Change</u>	<u>Six Months Ended June 30,</u>		<u>% Change</u>
	<u>2012</u>	<u>2011</u>		<u>2012</u>	<u>2011</u>	
	<i>(in thousands)</i>			<i>(in thousands)</i>		
Revenue	\$1,550,677	\$1,558,882	(1)%	\$2,418,674	\$2,408,291	0%
Operating expenses:						
Direct operating expenses	1,106,869	1,138,151	(3)%	1,645,583	1,685,275	(2)%
Selling, general and administrative expenses	280,943	266,795	5%	549,078	539,764	2%
Depreciation and amortization	94,259	76,927	23%	173,972	154,408	13%
Loss (gain) on sale of operating assets	93	(660)	*	(195)	635	*
Corporate expenses	27,415	24,590	11%	50,632	45,626	11%
Acquisition transaction expenses	(1,870)	706	*	(561)	2,371	*
Operating income (loss)	42,968	52,373	(18)%	165	(19,788)	*
Operating margin	2.8%	3.4%		0.0%	(0.8)%	
Interest expense	29,488	30,845		59,198	60,074	
Interest income	(931)	(1,298)		(1,831)	(1,825)	
Equity in earnings of nonconsolidated affiliates	(1,801)	(1,778)		(5,682)	(2,772)	
Other expense, net	5,424	1,331		3,642	746	
Income (loss) before income taxes	10,788	23,273		(55,162)	(76,011)	
Income tax expense (benefit)	5,228	6,659		9,506	(38,283)	
Net income (loss)	5,560	16,614		(64,668)	(37,728)	
Net income (loss) attributable to noncontrolling interests	(2,132)	3,357		(3,210)	(2,525)	
Net income (loss) attributable to Live Nation Entertainment, Inc.	<u>\$ 7,692</u>	<u>\$ 13,257</u>		<u>\$ (61,458)</u>	<u>\$ (35,203)</u>	

\* Percentages are not meaningful.

[Table of Contents](#)

**Key Operating Metrics**

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
<b>Concerts (1)</b>				
Total estimated events:				
North America	3,966	4,148	7,176	7,227
International	1,709	1,591	3,309	3,112
Total estimated events	<u>5,675</u>	<u>5,739</u>	<u>10,485</u>	<u>10,339</u>
Total estimated attendance (rounded):				
North America	9,272,000	8,838,000	13,638,000	12,844,000
International	4,555,000	4,193,000	7,406,000	7,145,000
Total estimated attendance	<u>13,827,000</u>	<u>13,031,000</u>	<u>21,044,000</u>	<u>19,989,000</u>
Ancillary net revenue per attendee (4):				
North America amphitheaters			\$ 18.87	\$ 19.45
International festivals			\$ 17.83	\$ 17.51
<b>Ticketing (2)</b>				
Number of tickets sold (in thousands):				
Concerts	18,604	17,683	35,412	34,787
Sports	7,734	6,782	16,540	14,338
Arts and theater	4,371	4,864	9,190	9,457
Family	3,073	2,333	7,601	6,763
Other (3)	1,699	1,749	3,449	2,711
	<u>35,481</u>	<u>33,411</u>	<u>72,192</u>	<u>68,056</u>
Gross value of tickets sold (in thousands)	\$ 2,191,152	\$ 2,053,965	\$ 4,411,351	\$ 4,150,490
Number of customers in database (4)(rounded)			115,071,000	103,598,000
<b>Sponsorship &amp; Advertising</b>				
Sponsorship revenue (in thousands)	\$ 48,343	\$ 49,627	\$ 73,968	\$ 74,423
Online advertising revenue (in thousands)	\$ 12,935	\$ 13,367	\$ 23,438	\$ 21,642

- (1) Events generally represent a single performance by an artist. Attendance generally represents the number of fans who were present at an event. Festivals are counted as one event in the quarter in which the festival begins but attendance is split over the days of the festival and can be split between quarters. Events and attendance metrics are estimated each quarter.
- (2) The number and gross value of tickets sold includes primary tickets only and excludes tickets sold for the 2012 Olympics. These metrics include tickets sold during the period regardless of event timing except for our promoted concerts in our owned and/or operated venues and in certain European territories where these tickets are recognized as the concerts occur.
- (3) Other category includes tickets for comedy shows, facility tours, donations, lectures, seminars and cinema.
- (4) Amounts are reported as of the latest period shown.

---

## **Table of Contents**

### ***Revenue***

Our revenue decreased \$8.2 million, or 1%, during the three months ended June 30, 2012 as compared to the same period of the prior year. The overall decrease in revenue was primarily due to decreases in our Concerts and Artist Nation segments of \$6.2 million and \$9.2 million, respectively. These decreases were partially offset by an overall increase of \$5.2 million in our Ticketing segment. Excluding the decrease of approximately \$43.7 million related to the impact of changes in foreign exchange rates, revenue increased \$35.5 million, or 2%.

Our revenue increased \$10.4 million during the six months ended June 30, 2012 as compared to the same period of the prior year. Overall increases in revenue were primarily due to an increase in our Ticketing segment of \$14.3 million partially offset by an overall decrease of \$6.8 million in our Concerts segment. Excluding the decrease of approximately \$51.1 million related to the impact of changes in foreign exchange rates, revenue increased \$61.5 million, or 3%.

More detailed explanations of these changes are included in the applicable segment discussions below.

### ***Direct operating expenses***

Our direct operating expenses decreased \$31.3 million, or 3%, during the three months ended June 30, 2012 as compared to the same period of the prior year. The overall decrease in direct operating expenses was primarily due to decreases in our Concerts and Artist Nation segments of \$25.4 million and \$8.0 million, respectively. Excluding the decrease of approximately \$32.6 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$1.3 million.

Our direct operating expenses decreased \$39.7 million, or 2%, during the six months ended June 30, 2012 as compared to the same period of the prior year. The overall decrease in direct operating expenses was primarily due to a decrease in our Concerts segment of \$48.2 million partially offset by an increase of \$5.3 million in our Ticketing segment. Excluding the decrease of approximately \$37.2 million related to the impact of changes in foreign exchange rates, direct operating expenses decreased \$2.5 million.

Direct operating expenses include artist fees, ticketing client royalties, show-related marketing and advertising expenses along with other costs.

More detailed explanations of these changes are included in the applicable segment discussions below.

### ***Selling, general and administrative expenses***

Our selling, general and administrative expenses increased \$14.1 million, or 5%, during the three months ended June 30, 2012 as compared to the same period of the prior year. The overall increase in selling, general and administrative expenses was primarily due to increases in our Concerts and Ticketing segment of \$2.8 million and \$11.4 million, respectively. Excluding the decrease of approximately \$7.3 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$21.4 million, or 8%.

Our selling, general and administrative expenses increased \$9.3 million, or 2%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Overall increases in selling, general and administrative expenses were primarily due to increases in our Concerts and Ticketing segments of \$8.1 million and \$24.6 million, respectively. These increases were partially offset by a decrease of \$23.5 million in our Artist Nation segment. Excluding the decrease of approximately \$9.6 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$18.9 million, or 4%.

More detailed explanations of these changes are included in the applicable segment discussions below.

### ***Depreciation and amortization***

Depreciation and amortization increased \$17.3 million, or 23%, during the three months ended June 30, 2012 as compared to the same period of the prior year. The overall increase in depreciation and amortization was primarily due to increases in our Concerts and Ticketing segments of \$15.8 million and \$3.7 million, respectively, partially offset by an overall decrease in our Artist Nation segment of \$1.7 million. Excluding the decrease of approximately \$1.1 million related to the impact of changes in foreign exchange rates, depreciation and amortization increased \$18.4 million, or 24%.

Depreciation and amortization increased \$19.6 million, or 13%, during the six months ended June 30, 2012 as compared to the same period of the prior year. The overall increase in depreciation and amortization was primarily due to increases in our Concerts and Ticketing segments of \$17.8 million and \$5.6 million, respectively, partially offset by an overall decrease in our Artist Nation segment of \$3.5 million. Excluding the decrease of approximately \$1.6 million related to the impact of changes in foreign exchange rates, depreciation and amortization increased \$21.2 million, or 14%.

More detailed explanations of these changes are included in the applicable segment discussions below.

### ***Corporate expenses***

Corporate expenses increased \$2.8 million, or 11%, and \$5.0 million, or 11%, during the three and six months ended June 30, 2012, respectively, as compared to the same periods of the prior year primarily due to legal expenses for the Live Concert Antitrust Litigation matter and increased non-cash compensation expense related to stock awards issued in 2011.

### ***Acquisition transaction expenses***

Acquisition transaction expenses for the three and six months ended June 30, 2012 were \$(1.9) million and \$(0.6) million, respectively, consisting primarily of reductions in the fair value of acquisition-related contingent consideration partially offset by ongoing

litigation costs relating to the Merger and costs associated with acquisitions.



---

## [Table of Contents](#)

Acquisition transaction expenses for the three and six months ended June 30, 2011 were \$0.7 million and \$2.4 million, respectively, consisting primarily of litigation costs relating to the Merger and costs associated with acquisitions partially offset by reductions in the fair value of acquisition-related contingent consideration.

### *Equity in earnings of nonconsolidated affiliates*

Equity in earnings of nonconsolidated affiliates increased \$2.9 million during the six months ended June 30, 2012 as compared to the same period of the prior year primarily due to higher earnings from several artist management companies.

### *Other expense, net*

Other expense, net of \$5.4 million and \$3.6 million for the three and six months ended June 30, 2012, respectively, includes the impact of changes in foreign exchange rates of \$4.2 million and \$3.0 million, respectively.

### *Income taxes*

We calculate interim effective tax rates in accordance with the FASB guidance for income taxes and apply the estimated annual effective tax rate to year-to-date pretax income (loss) at the end of each interim period to compute a year-to-date tax expense (or benefit). This guidance requires departure from the effective tax rate computations when losses incurred within tax jurisdictions cannot be carried back and future profits associated with operations in those tax jurisdictions cannot be assured beyond any reasonable doubt. Accordingly, we have calculated an expected annual effective tax rate of approximately 19% for 2012 (as compared to 20% in the prior year), excluding significant, unusual or extraordinary items, for ordinary income associated with operations, which are principally outside of the United States, for which we currently expect to have annual taxable income. The effective tax rate has been applied to year-to-date earnings for those operations for which we currently expect to have taxable income. We have not recorded tax benefits associated with losses from operations for which future taxable income cannot be reasonably assured. As required by this guidance, we also include tax effects of significant, unusual or extraordinary items in income tax expense in the interim period in which they occur.

Net income tax expense is \$9.5 million for the six months ended June 30, 2012. The components of tax expense that contributed to the net tax expense for the six months ended June 30, 2012, primarily consists of income tax expense of \$5.6 million based on the expected annual rate pertaining to ordinary income for the six months ended June 30, 2012, state and local taxes of \$1.9 million, the establishment of valuation allowances of \$0.5 million on deferred tax assets and an increase for discrete unrecognized tax benefits of \$0.9 million.

### *Net loss attributable to noncontrolling interests*

Net loss attributable to noncontrolling interests increased \$5.5 million during the three months ended June 30, 2012 as compared to the same period of the prior year primarily due to reduced operating results for various entities in our Concerts and Ticketing segments.

## [Table of Contents](#)

### Concerts Results of Operations

Our Concerts segment operating results were, and discussions of significant variances are, as follows:

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2012	2011		2012	2011	
	<i>(in thousands)</i>			<i>(in thousands)</i>		
Revenue	\$1,076,024	\$1,082,229	(1)%	\$1,524,723	\$1,531,499	(0)%
Direct operating expenses	896,083	921,480	(3)%	1,239,436	1,287,634	(4)%
Selling, general and administrative expenses	145,067	142,315	2%	276,685	268,616	3%
Depreciation and amortization	44,134	28,302	56%	72,496	54,715	32%
Loss (gain) on sale of operating assets	1	(678)	*	(469)	(690)	*
Acquisition transaction expenses	(2,219)	(1,261)	*	(1,405)	(6,115)	*
Operating loss	\$ (7,042)	\$ (7,929)	(11)%	\$ (62,020)	\$ (72,661)	(15)%
Operating margin	(0.7)%	(0.7)%		(4.1)%	(4.7)%	
Adjusted operating income (loss) **	\$ 36,209	\$ 19,762	83%	\$ 11,258	\$ (21,488)	*

\* Percentages are not meaningful.

\*\* Adjusted operating income (loss) is defined and reconciled to operating income (loss) below.

#### Three Months

Concerts revenue decreased \$6.2 million, or 1%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$34.1 million related to the impact of changes in foreign exchange rates, revenue increased \$27.9 million, or 3%, primarily due to incremental revenue of \$11.7 million resulting primarily from the April 2012 acquisition of Coppel, more events and higher per show attendance in North America owned and/or operated amphitheatres and higher festival activity resulting from the timing and number of events. Partially offsetting these increases was a reduction in global touring activity due to the timing of tours and fewer third-party stadium shows.

Concerts direct operating expenses decreased \$25.4 million, or 3%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$28.7 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$3.3 million primarily due to incremental direct operating expenses of \$9.9 million resulting primarily from the acquisition noted above and higher expenses associated with the increased events and festival activity discussed above. These increases were offset partially by a decrease in expenses associated with global tours and third-party stadium shows.

Concerts selling, general and administrative expenses increased \$2.8 million, or 2%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$4.3 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased by \$7.1 million primarily due to the timing of compensation earned in connection with certain event results, head count increases and incremental selling, general and administrative expenses of \$1.4 million resulting primarily from the acquisition noted above.

Concerts depreciation and amortization expense increased \$15.8 million, or 56%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$0.5 million related to the impact of changes in foreign exchange rates, depreciation and amortization expense increased \$16.3 million, or 58%, primarily due to second quarter 2012 impairment charges of \$13.9 million related to revenue-generating and client/vendor relationship intangibles and increased amortization resulting from the addition of definite-lived intangible assets associated with recent acquisitions.

The decreased operating loss for Concerts for the three months ended June 30, 2012 was primarily related to improved results from North America owned and/or operated amphitheater events and festival activity partially offset by increased amortization expense.

#### Six Months

Concerts revenue decreased \$6.8 million during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$39.1 million related to the impact of changes in foreign exchange rates, revenue increased \$32.3 million, or 2%, primarily due to incremental revenue of \$11.7 million resulting mostly from the acquisition of Coppel, more shows and higher per show attendance in North America owned and/or operated amphitheatres, theaters and clubs and increased festival activity resulting from timing and number of events. Partially offsetting these increases was a reduction of global touring activity due to the timing of tours.

Concerts direct operating expenses decreased \$48.2 million, or 4%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$32.5 million related to the impact of changes in foreign exchange rates, direct operating expenses decreased \$15.7 million, or 1%, primarily due to the reduction in global touring activity, partially offset by incremental direct operating expenses of \$9.9 million resulting primarily from the acquisition noted above, along with higher expenses associated with the increased amphitheater and festival activity noted above.

## Table of Contents

Concerts selling, general and administrative expenses increased \$8.1 million, or 3%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$5.7 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased by \$13.8 million, or 5%, primarily due to the timing of compensation earned in connection with certain event results, head count increases and incremental expenses of \$1.5 million resulting primarily from the acquisition noted above.

Concerts depreciation and amortization expense increased \$17.8 million, or 32%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$0.7 million related to the impact of changes in foreign exchange rates, depreciation and amortization expense increased \$18.5 million, or 34%, primarily due to \$13.9 million of impairment charges recorded in the second quarter of 2012 primarily related to revenue-generating and client/vendor relationship intangibles and additional definite-lived intangible amortization associated with recent acquisitions.

Concerts acquisition transaction expenses increased \$4.7 million during the six months ended June 30, 2012 as compared to the same period of the prior year primarily due to less reductions in the fair value of acquisition-related contingent consideration in 2012.

The decreased operating loss for Concerts for the six months ended June 30, 2012 was primarily related to the improvement in amphitheater, arena and festival results noted above, which were partially offset by increased selling, general and administrative expenses and amortization expense.

### **Ticketing Results of Operations**

Our Ticketing segment operating results were, and discussions of significant variances are, as follows:

	Three Months Ended		% Change	Six Months Ended		% Change
	June 30,			June 30,		
	2012	2011		2012	2011	
	<i>(in thousands)</i>			<i>(in thousands)</i>		
Revenue	\$313,068	\$307,830	2%	\$639,612	\$625,339	2%
Direct operating expenses	138,496	140,409	(1)%	290,371	285,088	2%
Selling, general and administrative expenses	104,673	93,254	12%	208,001	183,446	13%
Depreciation and amortization	38,803	35,153	10%	77,969	72,405	8%
Gain on sale of operating assets	(65)	(76)	*	(155)	(86)	*
Acquisition transaction expenses	(315)	682	*	(335)	951	*
Operating income	<u>\$ 31,476</u>	<u>\$ 38,408</u>	(18)%	<u>\$ 63,761</u>	<u>\$ 83,535</u>	(24)%
Operating margin	10.1%	12.5%		10.0%	13.4%	
Adjusted operating income **	\$ 71,375	\$ 75,413	(5)%	\$ 143,936	\$ 159,334	(10)%

\* Percentages are not meaningful.

\*\* Adjusted operating income (loss) is defined and reconciled to operating income (loss) below.

### **Three Months**

Ticketing revenue increased \$5.2 million, or 2%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$7.5 million related to the impact of changes in foreign exchange rates, revenue increased \$12.7 million, or 4%, primarily due to increased ticket sales in the concerts and sports categories, increased average ticket fees and higher resale volume. These increases were partially offset by lower fees associated with ticket sales for the 2012 Olympics which were primarily sold in the first and second quarters of 2011.

Ticketing selling, general and administrative expenses increased \$11.4 million, or 12%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$2.9 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$14.3 million, or 15%, primarily due to increased costs relating to our investment in our technology platform, costs associated with the preparation for the 2012 Olympics and incremental expenses of \$1.2 million related to our acquisition of BigChampagne in December 2011.

Ticketing depreciation and amortization increased \$3.7 million, or 10%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$0.6 million related to the impact of changes in foreign exchange rates, depreciation and amortization increased \$4.3 million, or 12%, primarily due to increased amortization of non-recoupable contract advances and higher depreciation from our investment in our technology platform.

The decrease in operating income for Ticketing for the three months ended June 30, 2012 was primarily due to investment in our ticketing platform and higher depreciation and amortization expenses as noted above, partially offset by improved ticket sales and average ticket fees in North America.

## [Table of Contents](#)

### *Six Months*

Ticketing revenue increased \$14.3 million, or 2%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$9.6 million related to the impact of changes in foreign exchange rates, revenue increased \$23.9 million, or 4%, primarily due to incremental revenue of \$8.2 million resulting from the acquisitions of TGLP in January 2011 and Serviticket in April 2011, increased ticket sales in the concerts and sports categories, increased average ticket fees and higher resale volume. These increases were partially offset by lower fees associated with ticket sales for the 2012 Olympics which were primarily sold in the first and second quarters of 2011.

Ticketing direct operating expenses increased \$5.3 million, or 2%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$4.0 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$9.3 million, or 3%, primarily due to incremental direct operating expenses of \$3.8 million resulting from the acquisitions noted above and increased royalty expense.

Ticketing selling, general and administrative expenses increased \$24.6 million, or 13%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$3.7 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$28.3 million, or 15%, primarily due to increased costs relating to our investment in our technology platform, costs associated with the preparation for the 2012 Olympics and incremental expenses of \$4.8 million resulting from the acquisitions noted above and BigChampagne in December 2011.

Ticketing depreciation and amortization increased \$5.6 million, or 8%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$0.9 million related to the impact of changes in foreign exchange rates, depreciation and amortization increased \$6.5 million, or 9%, primarily due to increased amortization of non-recoupable contract advances and higher depreciation from our investment in our technology platform.

The decrease in operating income for Ticketing for the six months ended June 30, 2012 was primarily due to our investment to enhance our ticketing platform partially offset by improved primary and secondary ticket sales in North America.

### **Artist Nation Results of Operations**

Our Artist Nation segment operating results were, and discussions of significant variances are, as follows:

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2012	2011		2012	2011	
	<i>(in thousands)</i>			<i>(in thousands)</i>		
Revenue	\$109,241	\$118,430	(8)%	\$170,646	\$172,566	(1)%
Direct operating expenses	73,371	81,386	(10)%	114,009	116,267	(2)%
Selling, general and administrative expenses	21,306	21,609	(1)%	45,394	68,915	(34)%
Depreciation and amortization	11,456	13,131	(13)%	23,068	26,612	(13)%
Loss on sale of operating assets	-	-	*	-	1,241	*
Acquisition transaction expenses	351	(2,774)	*	401	(2,182)	*
Operating income (loss)	<u>\$ 2,757</u>	<u>\$ 5,078</u>	(46)%	<u>\$ (12,226)</u>	<u>\$ (38,287)</u>	(68)%
Operating margin	2.5%	4.3%		(7.2)%	(22.2)%	
Adjusted operating income **	\$ 14,930	\$ 15,853	(6)%	\$ 11,923	\$ 15,026	(21)%

\* Percentages are not meaningful.

\*\* Adjusted operating income (loss) is defined and reconciled to operating income (loss) below.

### *Three Months*

Artist Nation revenue decreased \$9.2 million, or 8%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$0.5 million related to the impact of changes in foreign exchange rates, revenue decreased \$8.7 million, or 7%, primarily due to decreased management and tour merchandise revenue driven by the timing of tours and reduced retail merchandise sales. These decreases were offset partially by increased sales of VIP ticket packages and incremental revenue of \$1.8 million resulting from the acquisition of T-Shirt Printers in October 2011.

Artist Nation direct operating expenses decreased \$8.0 million, or 10%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$0.5 million related to the impact of changes in foreign exchange rates, direct operating expenses decreased \$7.5 million, or 9%, primarily due to a decline in tour merchandise expense driven by the timing of tours and retail merchandise sales, which was partially offset by increased cost for VIP ticket packages and incremental direct operating expenses of \$2.2 million resulting from the acquisition noted above.

## [Table of Contents](#)

Artist Nation depreciation and amortization decreased \$1.7 million, or 13%, during the three months ended June 30, 2012 as compared to the same period of the prior year primarily due to the acceleration of amortization in 2011 for a trade name being phased out.

The decrease in operating income for Artist Nation for the three months ended June 30, 2012 was driven by the timing of tours.

### **Six Months**

Artist Nation revenue decreased \$1.9 million, or 1%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$0.4 million related to the impact of changes in foreign exchange rates, revenue decreased \$1.5 million, or 1%, primarily due to a decline in tour and retail merchandise driven by the timing of tours, which was partially offset by incremental revenue of \$7.4 million resulting from the acquisition of T-Shirt Printers in October 2011 and increased sales of VIP ticket packages.

Artist Nation direct operating expenses decreased \$2.3 million, or 2%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$0.4 million related to the impact of changes in foreign exchange rates, direct operating expenses decreased \$1.9 million, or 2%, primarily due to a decline in tour merchandise sales, which was partially offset by increased cost for VIP ticket packages and incremental direct operating expenses of \$6.9 million resulting from the acquisition noted above.

Artist Nation selling, general and administrative expenses decreased \$23.5 million, or 34%, during the six months ended June 30, 2012 as compared to the same period of the prior year resulting from \$24.4 million of stock-based compensation expense recorded in the first quarter of 2011 related to the acquisition of the remaining interests in Front Line.

Artist Nation depreciation and amortization decreased \$3.5 million, or 13%, during the six months ended June 30, 2012 as compared to the same period of the prior year primarily due to the acceleration of amortization in 2011 for a trade name being phased out.

The decrease in operating loss for Artist Nation for the six months ended June 30, 2012 was primarily due to decreased selling, general and administrative expenses driven by the prior year costs related to the acquisition of the remaining interests in Front Line in the first quarter of 2011.

## **Sponsorship & Advertising Results of Operations**

Our Sponsorship & Advertising segment operating results were, and discussions of significant variances are, as follows:

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2012	2011		2012	2011	
	<i>(in thousands)</i>			<i>(in thousands)</i>		
Revenue	\$61,278	\$62,994	(3)%	\$97,406	\$96,065	1%
Direct operating expenses	9,337	9,793	(5)%	16,058	16,000	0%
Selling, general and administrative expenses	9,192	9,114	1%	17,981	17,727	1%
Depreciation and amortization	(18)	89	*	21	188	(89)%
Operating income	<u>\$42,767</u>	<u>\$43,998</u>	(3)%	<u>\$63,346</u>	<u>\$62,150</u>	2%
Operating margin	69.8%	69.8%		65.0%	64.7%	
Adjusted operating income **	\$42,911	\$44,205	(3)%	\$63,636	\$62,604	2%

\* Percentages are not meaningful.

\*\* Adjusted operating income (loss) is defined and reconciled to operating income (loss) below.

### **Three Months**

Sponsorship & Advertising revenue decreased \$1.7 million, or 3%, during the three months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$1.5 million related to the impact of changes in foreign exchange rates, revenue was relatively unchanged, decreasing slightly by \$0.2 million. Reduced international sponsorships due to the timing of certain festivals that have shifted to the third quarter were offset by higher North American national sponsorships.

The decreased operating income for the three months ended June 30, 2012 was primarily due to a decline in international festival sponsorships driven by the timing of events offset by increased national sponsorships in North America.

### **Six Months**

Sponsorship & Advertising revenue increased \$1.3 million, or 1%, during the six months ended June 30, 2012 as compared to the same period of the prior year. Excluding the decrease of \$2.0 million related to the impact of changes in foreign exchange rates, revenue increased \$3.3 million, or 3%, resulting primarily from an increase in North American national sponsorships and online advertising growth partially offset by a reduction in sponsorships associated with certain international festivals due to the timing of the events shifting to the third quarter.

The increased operating income for the six months ended June 30, 2012 was primarily due to improved North American sponsorships and higher online advertising.

---

[Table of Contents](#)**Reconciliation of Segment Operating Income (Loss)**

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	<i>(in thousands)</i>			
Concerts	\$ (7,042)	\$ (7,929)	\$(62,020)	\$(72,661)
Ticketing	31,476	38,408	63,761	83,535
Artist Nation	2,757	5,078	(12,226)	(38,287)
Sponsorship & Advertising	42,767	43,998	63,346	62,150
Other	1,457	197	152	349
Corporate	<u>(28,447)</u>	<u>(27,379)</u>	<u>(52,848)</u>	<u>(54,874)</u>
Consolidated operating income (loss)	<u>\$ 42,968</u>	<u>\$ 52,373</u>	<u>\$ 165</u>	<u>\$(19,788)</u>

**Reconciliation of Segment Adjusted Operating Income (Loss)**

AOI is a non-GAAP financial measure that we define as operating income (loss) before acquisition expenses (including transaction costs, changes in the fair value of accrued acquisition-related contingent consideration arrangements, payments under the Azoff Trust note and acquisition-related severance), depreciation and amortization (including goodwill impairment), loss (gain) on sale of operating assets and non-cash and certain stock-based compensation expense (including expense associated with grants of certain stock-based awards which are classified as liabilities). We use AOI to evaluate the performance of our operating segments. We believe that information about AOI assists investors by allowing them to evaluate changes in the operating results of our portfolio of businesses separate from non-operational factors that affect net income, thus providing insights into both operations and the other factors that affect reported results. AOI is not calculated or presented in accordance with GAAP. A limitation of the use of AOI as a performance measure is that it does not reflect the periodic costs of certain amortizing assets used in generating revenue in our business. Accordingly, AOI should be considered in addition to, and not as a substitute for, operating income (loss), net income (loss), and other measures of financial performance reported in accordance with GAAP. Furthermore, this measure may vary among other companies; thus, AOI as presented herein may not be comparable to similarly titled measures of other companies.

## [Table of Contents](#)

The following table sets forth the computation of adjusted operating income (loss):

	Adjusted operating income (loss)	Non-cash and stock- based compensation expense	Loss (gain) on sale of operating assets	Depreciation and amortization	Acquisition expenses	Operating income (loss)
<i>(in thousands)</i>						
<b>Three Months Ended June 30, 2012</b>						
Concerts	\$ 36,209	\$ 1,335	\$ 1	\$ 44,134	\$ (2,219)	\$ (7,042)
Ticketing	71,375	1,491	(65)	38,803	(330)	31,476
Artist Nation	14,930	366	-	11,456	351	2,757
Sponsorship & Advertising	42,911	161	-	(18)	1	42,767
Other and Eliminations	779	-	157	(835)	-	1,457
Corporate	(20,226)	5,587	-	719	1,915	(28,447)
Total	<u>\$145,978</u>	<u>\$ 8,940</u>	<u>\$ 93</u>	<u>\$ 94,259</u>	<u>\$ (282)</u>	<u>\$ 42,968</u>
<b>Three Months Ended June 30, 2011</b>						
Concerts	\$ 19,762	\$ 1,328	\$ (678)	\$ 28,302	\$ (1,261)	\$ (7,929)
Ticketing	75,413	1,234	(76)	35,153	694	38,408
Artist Nation	15,853	418	-	13,131	(2,774)	5,078
Sponsorship & Advertising	44,205	119	-	89	(1)	43,998
Other and Eliminations	99	-	94	(192)	-	197
Corporate	(16,790)	4,551	-	444	5,594	(27,379)
Total	<u>\$138,542</u>	<u>\$ 7,650</u>	<u>\$ (660)</u>	<u>\$ 76,927</u>	<u>\$ 2,252</u>	<u>\$ 52,373</u>
<b>Six Months Ended June 30, 2012</b>						
Concerts	\$ 11,258	\$ 2,656	\$ (469)	\$ 72,496	\$ (1,405)	\$(62,020)
Ticketing	143,936	3,039	(155)	77,969	(678)	63,761
Artist Nation	11,923	680	-	23,068	401	(12,226)
Sponsorship & Advertising	63,636	269	-	21	-	63,346
Other and Eliminations	(439)	-	429	(1,020)	-	152
Corporate	(36,153)	11,275	-	1,438	3,982	(52,848)
Total	<u>\$194,161</u>	<u>\$ 17,919</u>	<u>\$ (195)</u>	<u>\$ 173,972</u>	<u>\$ 2,300</u>	<u>\$ 165</u>
<b>Six Months Ended June 30, 2011</b>						
Concerts	\$(21,488)	\$ 2,989	\$ (690)	\$ 54,715	\$ (5,841)	\$(72,661)
Ticketing	159,334	2,673	(86)	72,405	807	83,535
Artist Nation	15,026	27,642	1,241	26,612	(2,182)	(38,287)
Sponsorship & Advertising	62,604	267	-	188	(1)	62,150
Other and Eliminations	141	-	170	(378)	-	349
Corporate	(32,019)	9,386	-	866	12,603	(54,874)
Total	<u>\$183,598</u>	<u>\$ 42,957</u>	<u>\$ 635</u>	<u>\$ 154,408</u>	<u>\$ 5,386</u>	<u>\$(19,788)</u>



---

## [Table of Contents](#)

### **Liquidity and Capital Resources**

Our working capital requirements and capital for our general corporate purposes, including acquisitions and capital expenditures, are funded from operations or from borrowings under our senior secured credit facility described below. Our cash is centrally managed on a worldwide basis. Our primary short-term liquidity needs are to fund general working capital requirements and capital expenditures while our long-term liquidity needs are primarily related to acquisitions and debt repayment. Our primary sources of funds for our short-term liquidity needs will be cash flows from operations and borrowings under our senior secured credit facility, while our long-term sources of funds will be from cash flows from operations, long-term bank borrowings and other debt or equity financings. We plan to strategically pursue refinancing opportunities to extend maturities and/or improve terms of our indebtedness when we believe market conditions are favorable.

Our balance sheet reflects cash and cash equivalents of \$1.005 billion at June 30, 2012, and \$844.3 million at December 31, 2011. Included in the June 30, 2012 and December 31, 2011 cash and cash equivalents balance is \$393.4 million and \$373.9 million, respectively, of funds representing amounts equal to the face value of tickets sold on behalf of clients and the clients' share of convenience and order processing charges, or client funds. We do not utilize client funds for our own financing or investing activities as the amounts are payable to clients. Our foreign subsidiaries hold approximately \$424.6 million in cash and cash equivalents, excluding client cash. We do not intend to repatriate these funds, but would need to accrue and pay United States federal and state income taxes on any future repatriations, net of applicable foreign tax credits. We may from time to time enter into borrowings under our revolving credit facility. If the original maturity of these borrowings is ninety days or less, we present the borrowings and subsequent repayments on a net basis on the statement of cash flows to better represent our financing activities. Our balance sheet reflects current and long-term debt of \$1.740 billion at June 30, 2012 and \$1.716 billion at December 31, 2011. Our weighted-average cost of debt, excluding the debt discounts on our term loan and convertible notes and the debt premium on our 10.75% senior notes, was 6.0% at June 30, 2012.

Our cash and cash equivalents are held in accounts managed by third-party financial institutions and consist of cash in our operating accounts and invested cash. Cash held in operating accounts in many cases exceeds the Federal Deposit Insurance Corporation insurance limits. The invested cash is in interest-bearing funds consisting primarily of bank deposits and money market funds. While we monitor cash and cash equivalent balances in our operating accounts on a regular basis and adjust the balances as appropriate, these balances could be impacted if the underlying financial institutions fail. To date, we have experienced no loss or lack of access to our cash and cash equivalents; however, we can provide no assurances that access to our cash and cash equivalents will not be impacted by adverse conditions in the financial markets.

For our Concerts segment, we generally receive cash related to ticket revenue at our owned and/or operated venues in advance of the event, which is recorded in deferred revenue until the event occurs. With the exception of some upfront costs and artist deposits, which are recorded in prepaid expenses until the event occurs, we pay the majority of event-related expenses at or after the event.

We view our available cash as cash and cash equivalents, less ticketing-related client funds, less event-related deferred revenue, less accrued expenses due to artists and for cash collected on behalf of others for ticket sales, plus event-related prepaids. This is essentially our cash available to, among other things, repay debt balances, make acquisitions and finance capital expenditures.

Our intra-year cash fluctuations are impacted by the seasonality of our various businesses. Examples of seasonal effects include our Concerts and Artist Nation segments, which report the majority of their revenue in the second and third quarters. Cash inflows and outflows depend on the timing of event-related payments but the majority of the inflows generally occur prior to the event. See "— Seasonality" below. We believe that we have sufficient financial flexibility to fund these fluctuations and to access the global capital markets on satisfactory terms and in adequate amounts, although there can be no assurance that this will be the case, and capital could be less accessible and/or more costly given current economic conditions. We expect cash flows from operations and borrowings under our senior secured credit facility, along with other financing alternatives, to satisfy working capital, capital expenditures and debt service requirements for at least the succeeding year.

We may need to incur additional debt or issue equity to make other strategic acquisitions or investments. There can be no assurance that such financing will be available to us on acceptable terms or at all. We may make significant acquisitions in the near term, subject to limitations imposed by our financing documents and market conditions.

The lenders under our revolving loans and counterparties to our interest rate hedge agreements consist of banks and other third-party financial institutions. While we currently have no indications or expectations that such lenders and counterparties will be unable to fund their commitments as required, we can provide no assurances that future funding availability will not be impacted by adverse conditions in the financial markets. Should an individual lender default on its obligations, the remaining lenders would not be required to fund the shortfall, resulting in a reduction in the total amount available to us for future borrowings, but would remain obligated to fund their own commitments. Should any counterparty to our interest rate hedge agreements default on its obligations, we could experience higher interest rate volatility during the period of any such default.

### **Sources of Cash**

#### ***May 2010 Senior Secured Credit Facility***

Our senior secured credit facility consists of (i) a \$100 million term loan A with a maturity of five and one-half years, (ii) an \$800 million term loan B with a maturity of six and one-half years and (iii) a \$300 million revolving credit facility with a maturity of five years. In addition, subject to certain conditions, we have the right to increase such term loan facilities by up to \$300 million in the aggregate. The five-year revolving credit facility provides for borrowings up to the amount of the facility with sublimits of up to (i) \$150 million to be available for the issuance of letters of credit, (ii) \$50 million to be available for swingline loans and (iii) \$100 million to be available for borrowings in foreign currencies. The senior secured credit facility is secured by a first priority lien on substantially all of our domestic wholly-owned subsidiaries and on 65% of the capital stock of our wholly-owned foreign subsidiaries.

The interest rates per annum applicable to loans under the senior secured credit facility are, at our option, equal to either LIBOR plus



3.0% or a base rate plus 2.0%, subject to stepdowns based on our leverage ratio. The interest rate for the term loan B is subject to a LIBOR floor of 1.5% and a base rate floor of 2.5%. We are required to pay a commitment fee of 0.5% per year on the undrawn portion available under the revolving credit facility and variable fees on outstanding letters of credit.

---

## Table of Contents

For the term loan A, we are required to make quarterly payments ranging from \$1.25 million to \$10.0 million with the balance due at maturity in November 2015. For the term loan B, we are required to make quarterly payments of \$2.0 million with the balance due at maturity in November 2016. We are also required to make mandatory prepayments of the loans under the credit agreement, subject to specified exceptions, from excess cash flow, and with the proceeds of asset sales, debt issuances and specified other events.

Borrowings on the May 2010 senior secured credit facility were primarily used to repay the borrowings under our and Ticketmaster's then existing credit facilities, convert existing preferred stock of one of our subsidiaries into the right to receive a cash payment and settle this obligation, pay related fees and expenses and for general corporate purposes. During the six months ended June 30, 2012, we made principal payments totaling \$9.0 million on these term loans. At June 30, 2012, the outstanding balances on the term loans, net of discount were \$861.8 million. There were no borrowings under the revolving credit facility as of June 30, 2012. Based on our letters of credit of \$53.7 million, \$246.3 million was available for future borrowings.

On June 29, 2012, we entered into Amendment No. 1 to our senior secured credit agreement to, among other things, (i) modify the definition of Consolidated EBITDA to increase our allowance for restructuring, nonrecurring or other unusual loss or expense (ii) modify the Consolidated Total Leverage Ratio and (iii) modify the definition of Applicable Percentage for purposes of Revolving Loans, Swingline Loans, B/A Drawings, Letter of Credit Fees, Term A Loans and Term B Loans (as defined in the credit agreement) in the event that our Consolidated Total Leverage Ratio equals or exceeds 4.0x.

### ***Debt Covenants***

Our senior secured credit facility contains a number of covenants and restrictions that, among other things, requires us to satisfy certain financial covenants and restricts our and our subsidiaries' ability to incur additional debt, make certain investments and acquisitions, repurchase our stock and prepay certain indebtedness, create liens, enter into agreements with affiliates, modify the nature of our business, enter into sale-leaseback transactions, transfer and sell material assets, merge or consolidate, and pay dividends and make distributions (with the exception of subsidiary dividends or distributions to the parent company or other subsidiaries on at least a pro-rata basis with any noncontrolling interest partners). Non-compliance with one or more of the covenants and restrictions could result in the full or partial principal balance of the credit facility becoming immediately due and payable. The senior secured credit facility agreement has two covenants measured quarterly that relate to total leverage and interest coverage. The consolidated total leverage covenant requires us to maintain a ratio of consolidated total debt to consolidated EBITDA (both as defined in the credit agreement or amendment thereto) of 4.5x over the trailing four consecutive quarters through December 31, 2013. The total leverage ratio will reduce to 4.25x on March 31, 2014, 4.0x on March 31, 2015 and 3.75x on March 31, 2016. The consolidated interest coverage covenant requires us to maintain a minimum ratio of consolidated EBITDA to consolidated interest expense (both as defined in the credit agreement or amendment thereto) of 2.75x over the trailing four consecutive quarters. The interest coverage ratio will increase to 3.0x on September 30, 2012.

The indentures governing our 10.75% senior notes and the 8.125% senior notes contain covenants that limit, among other things, our ability and the ability of our restricted subsidiaries to incur certain additional indebtedness and issue preferred stock; make certain distributions, investments and other restricted payments; sell certain assets; agree to any restrictions on the ability of restricted subsidiaries to make payments to us; merge, consolidate or sell all of our assets; create certain liens; and engage in transactions with affiliates on terms that are not arm's length. Certain covenants, including those pertaining to incurrence of indebtedness, restricted payments, asset sales, mergers and transactions with affiliates will be suspended during any period in which the notes are rated investment grade by both rating agencies and no default or event of default under the indentures has occurred and is continuing. The 10.75% senior notes and the 8.125% senior notes each contain two incurrence-based financial covenants, as defined, requiring a minimum fixed charge coverage ratio of 2.0 to 1.0 and a maximum secured indebtedness leverage ratio of 2.75 to 1.0.

Some of our other subsidiary indebtedness includes restrictions on entering into various transactions, such as acquisitions and disposals, and prohibits payment of ordinary dividends. They also have financial covenants including minimum consolidated EBITDA to consolidated net interest payable, minimum consolidated cash flow to consolidated debt service and maximum consolidated debt to consolidated EBITDA, all as defined in the applicable debt agreements.

As of June 30, 2012, we believe we were in compliance with all of our debt covenants. We expect to remain in compliance with all of our debt covenants throughout 2012.

### ***Disposals of assets***

During the six months ended, June 30, 2012, we received \$5.6 million of proceeds primarily related to the sale of an amphitheater in Ohio. During the six months ended June 30, 2011, we received \$7.2 million of proceeds primarily related to the sale of an amphitheater in San Antonio and a payment received in the first quarter of 2011 relating to the 2010 sale of a music theater in Sweden. These proceeds are presented net of any cash included in the businesses sold.

### **Uses of Cash**

#### ***Acquisitions***

When we make acquisitions, the acquired entity may have cash on its balance sheet at the time of acquisition. All amounts discussed in this section are presented net of any cash acquired. During the six months ended June 30, 2012, we used \$68.1 million in cash primarily for acquisitions in our Concerts segment of Coppel in April 2012, Cream in May 2012 and HARD in June 2012. During the six months ended June 30, 2011, we used \$19.9 million in cash primarily for the January and April 2011 acquisitions in our Ticketing segment of TGLP and Serviticket and the March and May 2011 acquisitions in our Artist Nation segment of 50% interests in two artist management companies in the United Kingdom and the United States.

## [Table of Contents](#)

### ***Purchases of Intangibles***

During the six months ended June 30, 2012, we used \$11.5 million in cash primarily related to the acquisition of the rights to a festival in Europe. There were no significant intangible purchases during the six months ended June 30, 2011.

### ***Capital Expenditures***

Venue and ticketing operations are capital intensive businesses, requiring continual investment in our existing venues and ticketing system in order to address fan and artist expectations, technological industry advances and various federal, state and/or local regulations.

We categorize capital outlays between maintenance capital expenditures and revenue generating capital expenditures. Maintenance capital expenditures are associated with the renewal and improvement of existing venues and technology systems, web development and administrative offices. Revenue generating capital expenditures generally relate to the construction of new venues or major renovations to existing buildings or buildings that are being added to our venue network or the development of new online or ticketing tools or technology enhancements. Revenue generating capital expenditures can also include smaller projects whose purpose is to add revenue and/or improve operating income. Capital expenditures typically increase during periods when venues are not in operation since that is the time that such improvements can be completed.

Our capital expenditures, including accruals but excluding expenditures funded by outside parties such as landlords or replacements funded by insurance companies, consisted of the following:

	Six Months Ended June 30,	
	2012	2011
	<i>(in thousands)</i>	
Maintenance capital expenditures	\$26,657	\$28,876
Revenue generating capital expenditures	<u>32,057</u>	<u>15,772</u>
Total capital expenditures	<u>\$58,714</u>	<u>\$44,648</u>

Maintenance capital expenditures during the first six months of 2012 decreased from the same period of the prior year primarily due to expenditures during the six months ended June 30, 2011 related to the integration of our financial systems and offices as a result of the Merger.

Revenue generating capital expenditures during the first six months of 2012 increased from the same period of the prior year primarily related to the re-platforming of our ticketing system and technology and venue-related equipment.

We currently expect capital expenditures to be approximately \$125 million for the full year 2012.

	Six Months Ended June 30,	
	2012	2011
	<i>(in thousands)</i>	
Cash provided by (used in):		
Operating activities	\$ 310,128	\$132,665
Investing activities	\$(138,557)	\$(57,091)
Financing activities	\$ (3,737)	\$(10,069)

### **Contractual Obligations and Commitments**

During 2012, we have entered into new, or we have exercised options to extend existing, long-term operating leases for office space and venues. These new or extended non-cancelable lease agreements have added future minimum rental commitments of approximately \$6.4 million for the remainder of 2012, \$27.4 million in the aggregate for 2013 and 2014, \$27.3 million in the aggregate for 2015 and 2016 and \$197.8 million thereafter.

### **Cash Flows**

#### ***Operating Activities***

Cash provided by operations was \$310.1 million for the six months ended June 30, 2012, compared to \$132.7 million for the six months ended June 30, 2011. The \$177.4 million increase resulted primarily from net changes in the event-related operating accounts which are dependent on the timing of ticket sales along with the size and number of events for upcoming periods. During the first six months of 2012, we sold more tickets for future events which increased deferred revenue and collected more accounts receivable partially offset by higher payments of prepaid event-related expenses for future events as compared to the same period in the prior year.

---

## [Table of Contents](#)

### *Investing Activities*

Cash used in investing activities was \$138.6 million for the six months ended June 30, 2012, compared to \$57.1 million for the six months ended June 30, 2011. The \$81.5 million increase was primarily due to increases in payments for acquisitions, purchases of property, plant and equipment and intangible assets as compared to the same period in the prior year. See “—Uses of Cash” above for further discussion.

### *Financing Activities*

Cash used in financing activities was \$3.7 million for the six months ended June 30, 2012, compared to \$10.1 million for the six months ended June 30, 2011. The \$6.4 million decrease was primarily a result of cash used for purchases of non-controlling interests in 2011 for the remaining equity interests in Front Line and net proceeds received in 2012 from the issuance of additional financing to fund international operations as compared to a net pay down in 2011 on the term loans. This decrease was partially offset by proceeds received in 2011 from the sale of common stock in connection with the subscription agreement with Liberty Media.

### **Seasonality**

Our Concerts and Artist Nation segments typically experience higher operating income in the second and third quarters as our outdoor venues and international festivals are primarily used or occur during May through September, and our artists touring activity is higher. In addition, the timing of the on-sale of tickets and the tours of top-grossing acts can impact comparability of quarterly results year over year, although annual results may not be impacted. Our Ticketing segment sales are impacted by fluctuations in the availability of events for sale to the public, which vary depending upon scheduling by our clients.

Cash flows from our Concerts segment typically have a slightly different seasonality as payments are often made for artist performance fees and production costs in advance of the date the related event tickets go on sale. These artist fees and production costs are expensed when the event occurs. Once tickets for an event go on sale, we generally begin to receive payments from ticket sales in advance of when the event occurs for events at our owned and/or operated venues. We record these ticket sales as revenue when the event occurs.

### **Market Risk**

We are exposed to market risks arising from changes in market rates and prices, including movements in foreign currency exchange rates and interest rates.

#### *Foreign Currency Risk*

We have operations in countries throughout the world. The financial results of our foreign operations are measured in their local currencies. As a result, our financial results could be affected by factors such as changes in foreign currency exchange rates or weak economic conditions in the foreign markets in which we have operations. Currently, we do not operate in any hyper-inflationary countries. Our foreign operations reported operating income of \$34.8 million for the six months ended June 30, 2012. We estimate that a 10% change in the value of the United States dollar relative to foreign currencies would change our operating income for the six months ended June 30, 2012 by \$3.5 million. As of June 30, 2012, our primary foreign exchange exposure included the Euro, British Pound and Canadian Dollar. This analysis does not consider the implication such currency fluctuations could have on the overall economic conditions of the United States or other foreign countries in which we operate or on the results of operations of our foreign entities.

We primarily use forward currency contracts in addition to options to reduce our exposure to foreign currency risk associated with short-term artist fee commitments. We also may enter into forward currency contracts to minimize the risks and/or costs associated with changes in foreign currency rates on forecasted operating income. At June 30, 2012, we had forward currency contracts and options outstanding with a notional amount of \$159.2 million.

#### *Interest Rate Risk*

Our market risk is also affected by changes in interest rates. We had \$1.740 billion of total debt, net of unamortized discounts and premiums, outstanding as of June 30, 2012. Of the total amount, taking into consideration existing interest rate hedges, we had \$936.8 million of fixed-rate debt and \$803.3 million of floating-rate debt.

Based on the amount of our floating-rate debt as of June 30, 2012, each 25 basis point increase or decrease in interest rates would increase or decrease our annual interest expense and cash outlay by approximately \$2.0 million when the floor rate is not applicable. This potential increase or decrease is based on the simplified assumption that the level of floating-rate debt remains constant with an immediate across-the-board increase or decrease as of June 30, 2012 with no subsequent change in rates for the remainder of the period.

At June 30, 2012, we have one interest rate cap agreement that is designated as a cash flow hedge for accounting purposes. The interest rate cap had a notional amount of \$82.5 million at June 30, 2012, to limit our cash flow exposure to an interest rate of 4% per annum. This agreement expires on June 30, 2013. The fair value of this agreement at June 30, 2012 was a de minimis asset. This agreement was put in place to reduce the variability of a portion of the cash flows from the interest payments related to the May 2010 senior secured credit facility. The terms of the May 2010 senior secured credit facility require one or more interest rate protection agreements, with an effect of fixing or limiting the interest costs, for at least 50% of the consolidated total funded debt at the closing date for at least three years. Upon the execution of this interest rate cap agreement, the existing interest rate protection agreements fully met this requirement.

At June 30, 2012, we have an interest rate swap agreement that is designated as a cash flow hedge for accounting purposes. The interest rate swap had a notional amount of \$16.9 million at June 30, 2012 to effectively convert a portion of our floating-rate debt to a fixed-rate basis and expires in May 2015. The fair value of this agreement at June 30, 2012 was a liability \$0.1 million. This agreement was put into place to reduce the variability of the cash flows from the interest payments related to certain financing.



## [Table of Contents](#)

Through our AMG subsidiary, we have two interest rate swap agreements with a \$32.8 million aggregate notional amount that effectively convert a portion of our floating-rate debt to a fixed-rate basis. Both agreements expire in December 2015. Also, in connection with the financing of the redevelopment of the O<sub>2</sub> Dublin, we have an interest rate swap agreement with a notional amount of \$9.6 million that expires in December 2013 effectively converting a portion of our floating-rate debt to a fixed-rate basis. These interest rate swap agreements have not been designated as hedging instruments. Therefore, any change in fair value is recorded in earnings during the period of the change.

We currently have 2.875% convertible senior notes due 2027 with a principal amount of \$220.0 million. Beginning with the period commencing on July 20, 2014 and ending on January 14, 2015, and for each of the interest periods commencing thereafter, we will pay contingent interest on the notes if the average trading price of the notes during the five consecutive trading days ending on the second trading day immediately preceding the first day of the applicable interest period equals or exceeds 120% of the principal amount of the notes. The contingent interest payable per note will equal 0.25% per year of the average trading price of such note during the applicable five trading-day reference period, payable in arrears.

### Ratio of Earnings to Fixed Charges

The ratio of earnings to fixed charges is as follows:

Six Months Ended June 30,		Year Ended December 31,			
2012	2011	2011	2010	2009	2008
*	*	*	*	*	*

\* For the six months ended June 30, 2012 and 2011, fixed charges exceeded earnings before income taxes and fixed charges by \$60.8 million and \$78.8 million, respectively. For the years ended December 31, 2011, 2010, 2009 and 2008, fixed charges exceeded earnings from continuing operations before income taxes and fixed charges by \$104.4 million, \$193.6 million, \$116.5 million, and \$358.6 million, respectively.

The ratio of earnings to fixed charges was computed on a total company basis. Earnings represent income from continuing operations before income taxes less equity in undistributed net income (loss) of nonconsolidated affiliates plus fixed charges. Fixed charges represent interest, amortization of debt discount, premium and expense and the estimated interest portion of rental charges. Rental charges exclude variable rent expense for events in third-party venues.

### Recent Accounting Pronouncements

#### *Recently Adopted Pronouncements*

In May 2011, the FASB issued guidance that improves comparability of fair value measurements presented and disclosed in financial statements. This guidance clarifies the application of existing fair value measurement requirements including (1) the application of the highest and best use and valuation premise concepts, (2) measuring the fair value of an instrument classified in a reporting entity's stockholders' equity, and (3) quantitative information required for fair value measurements categorized within Level 3. It also requires additional disclosure for Level 3 measurements regarding the sensitivity of the fair value to changes in unobservable inputs and any interrelationships between those inputs. We adopted this guidance on January 1, 2012 and the adoption of this guidance did not have a material effect on our financial position or results of operations.

#### *Recently Issued Pronouncements*

In July 2012, the FASB issued guidance which gives companies the option to perform a qualitative assessment to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired, and in some cases, bypass the two-step impairment test. This guidance is effective for annual and interim indefinite-lived intangible asset impairment tests performed for fiscal years beginning after September 15, 2012. Early adoption of the new guidance is permitted. We are currently assessing when we will adopt this guidance.

### Critical Accounting Policies and Estimates

The preparation of our financial statements in conformity with GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. On an ongoing basis, we evaluate our estimates that are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. The result of these evaluations forms the basis for making judgments about the carrying values of assets and liabilities and the reported amount of revenue and expenses that are not readily apparent from other sources. Because future events and their effects cannot be determined with certainty, actual results could differ from our assumptions and estimates, and such difference could be material.

Management believes that the accounting estimates involved in business combinations, impairment of long-lived assets and goodwill, revenue recognition, litigation accruals, stock-based compensation and income taxes are the most critical to aid in fully understanding and evaluating our reported financial results, and they require management's most difficult, subjective or complex judgments, resulting from the need

---

## [Table of Contents](#)

to make estimates about the effect of matters that are inherently uncertain. These critical accounting estimates, the judgments and assumptions and the effect if actual results differ from these assumptions are described in Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our Annual Report on Form 10-K filed with the SEC on February 24, 2012.

There have been no changes to our critical accounting policies during the six months ended June 30, 2012.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

Required information is within Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations—Market Risk.

### **Item 4. Controls and Procedures**

#### **Evaluation of Disclosure Controls and Procedures**

We have established disclosure controls and procedures to ensure that material information relating to our company, including our consolidated subsidiaries, is made known to the officers who certify our financial reports and to other members of senior management and our board of directors.

Based on their evaluation as of June 30, 2012, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) are effective to ensure that (1) the information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (2) the information we are required to disclose in such reports is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or internal controls will prevent all possible errors and fraud. Our disclosure controls and procedures are, however, designed to provide reasonable assurance of achieving their objectives, and our Chief Executive Officer and Chief Financial Officer have concluded that our financial controls and procedures are effective at that reasonable assurance level.

#### **Changes in Internal Control Over Financial Reporting**

There has been no change in our internal control over financial reporting during the period covered by this report that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.



## PART II—OTHER INFORMATION

### Item 1. Legal Proceedings

#### CTS Arbitration

Live Nation Worldwide, Inc., or Live Nation Worldwide, and CTS were parties to an agreement, or the CTS Agreement, pursuant to which CTS was to develop and Live Nation Worldwide licensed or agreed to use ticketing software or ticketing platforms. Under the agreement, CTS was to develop software to be licensed to Live Nation Worldwide to provide ticketing services in the United States and Canada. The CTS Agreement also generally required Live Nation Worldwide to use CTS's ticketing platforms in certain European countries so long as CTS's existing platforms were appropriately modified to meet local market conditions. In June 2010, Live Nation Worldwide terminated the CTS Agreement because CTS materially breached the agreement by failing to deliver a North American ticketing system that met the contractual requirements of being a "world class ticketing system . . . that fits the needs of the North American market," and by failing to deliver a ticketing system for the United Kingdom and other European countries that fit the needs of those markets as required by the CTS Agreement.

For North America, had CTS performed on the CTS Agreement, it would have been generally entitled to receive, during the then 10-year term of the CTS Agreement, a per ticket license fee upon the sale of certain tickets that Live Nation Worldwide or any of certain of its subsidiaries, which are collectively referred to as Live Nation Worldwide entities, controlled and had the right to distribute by virtue of certain promotion and venue management relations. This per ticket fee for events in North America was payable to CTS regardless of whether the Live Nation Worldwide entities chose to use the CTS ticketing platform, Ticketmaster's ticketing platform or another ticketing platform for the sale of such controlled tickets. For events in certain European countries, not including the United Kingdom, Live Nation Worldwide generally was required, during a 10-year term, to exclusively book on the CTS ticketing platform all tickets that the Live Nation Worldwide entities had the right to distribute (or, to the extent other ticketing platforms were used, Live Nation Worldwide was generally required to pay to CTS the same fee that would have been payable had the CTS platform been used). For events in the United Kingdom, Live Nation Worldwide was required, for a 10-year term, to (i) book on the CTS ticketing platform all tickets controlled by Live Nation Worldwide entities that were not allocated by Live Nation Worldwide for sale through other sales channels and (ii) to offer for sale on the CTS UK website a portion of the tickets controlled by the Live Nation Worldwide entities. Finally, the CTS Agreement obligated Live Nation Worldwide and CTS to negotiate a set of noncompete agreements that, subject to legal restrictions, could have precluded Live Nation Worldwide from offering primary market ticketing services to third parties in certain European countries during the term of the CTS Agreement.

In April 2010, CTS filed a request for arbitration with the International Court of Arbitration of the International Chamber of Commerce ("ICC"), pursuant to the CTS Agreement. In its request for arbitration, CTS asserts, among other things, that (i) the terms of the CTS Agreement, including the North America per ticket license fee, European exclusivity obligations and United Kingdom distribution obligations described above, apply to tickets sold and distributed by Ticketmaster, (ii) Ticketmaster's sales and distribution of tickets following the completion of the Merger have resulted in various breaches of Live Nation Worldwide's obligations under the CTS Agreement, (iii) Live Nation has failed to allocate the proper number of tickets to CTS's system in the United Kingdom and (iv) the Merger and our subsequent actions have breached the implied covenant of good faith and fair dealing. In its request for arbitration, CTS seeks relief in the form of a declaration that Live Nation and Live Nation Worldwide are in breach of the CTS Agreement and the implied covenant of good faith and fair dealing, specific performance of Live Nation Worldwide's obligations under the CTS Agreement, and unspecified damages resulting from such breaches. In March 2011, CTS provided further specifications on its claims and purported damages, including a claim for royalties that would have been paid over the contemplated 10-year term of the CTS Agreement and on Ticketmaster-controlled tickets (as well as tickets controlled by Live Nation Worldwide or any of certain of its subsidiaries).

In May 2010, we responded to CTS's request for arbitration and filed counterclaims asserting that CTS breached the CTS Agreement by failing to provide ticketing platforms that met the standard required by the CTS Agreement for the North American and European markets. We are seeking relief primarily in the form of damages and a declaration that we validly terminated the CTS Agreement based on CTS's material breaches. We deny that CTS is entitled to collect damages for royalties that would have been paid over the full 10-year term of the CTS Agreement or on Ticketmaster-controlled tickets. The matter has been assigned to an arbitrator, and hearings were conducted in the summer and fall of 2011. A decision from the arbitrator is currently expected by the fall of 2012. While we do not believe that a loss is probable of occurring at this time, if the arbitrator rules against us on any or all claims, the amounts at stake could be substantial. Considerable uncertainty remains regarding the validity of the claims and damages asserted against us. As a result, we are currently unable to estimate the possible loss or range of loss for this matter. We intend to continue to vigorously defend the action.

#### Live Concert Antitrust Litigation

We were a defendant in a lawsuit filed by Malinda Heerwagen in June 2002 in the United States District Court. The plaintiff, on behalf of a putative class consisting of certain concert ticket purchasers, alleged that anti-competitive practices for concert promotion services by us nationwide caused artificially high ticket prices. In August 2003, the District Court ruled in our favor, denying the plaintiff's class certification motion and the plaintiff then dismissed her action. Subsequently, twenty-two putative class actions were filed by different named plaintiffs in various United States District Courts throughout the country, making claims substantially similar to those made in the *Heerwagen* action, except that the geographic markets alleged are regional, statewide or more local in nature, and the members of the putative classes was limited to individuals who purchased tickets to concerts in the relevant geographic markets alleged. In March 2012, the District Court issued an Order granting our Motions for Summary Judgment and also granting in part our Motion to Exclude Testimony. Thereafter, the parties entered into a settlement agreement which did not have a material impact to our results of operations. On June 21, 2012, the District Court entered an Order Granting the Joint Stipulation Regarding Decertification of Classes, and on that same day the parties filed a Joint Stipulation of Dismissal With Prejudice of all actions, thereby concluding the litigation.



---

## [Table of Contents](#)

### **Ticketing Fees Consumer Class Action Litigation**

In October 2003, a putative representative action was filed in the Superior Court of California challenging Ticketmaster's charges to online customers for shipping fees and alleging that its failure to disclose on its website that the charges contain a profit component is unlawful. The complaint asserted a claim for violation of California's Unfair Competition Law, or UCL, and sought restitution or disgorgement of the difference between (i) the total shipping fees charged by Ticketmaster in connection with online ticket sales during the applicable period, and (ii) the amount that Ticketmaster actually paid to the shipper for delivery of those tickets. In August 2005, the plaintiffs filed a first amended complaint, then pleading the case as a putative class action and adding the claim that Ticketmaster's website disclosures in respect of its ticket order processing fees constitute false advertising in violation of California's False Advertising Law. On this new claim, the amended complaint seeks restitution or disgorgement of the entire amount of order processing fees charged by Ticketmaster during the applicable period. In April 2009, the Court granted the plaintiffs' motion for leave to file a second amended complaint adding new claims that (a) Ticketmaster's order processing fees are unconscionable under the UCL, and (b) Ticketmaster's alleged business practices further violate the California Consumer Legal Remedies Act. Plaintiffs later filed a third amended complaint, to which Ticketmaster filed a demurrer in July 2009. The Court overruled Ticketmaster's demurrer in October 2009.

The plaintiffs filed a class certification motion in August 2009, which Ticketmaster opposed. In February 2010, the Court granted certification of a class on the first and second causes of action, which allege that Ticketmaster misrepresents/omits the fact of a profit component in Ticketmaster's shipping and order processing fees. The class would consist of California consumers who purchased tickets through Ticketmaster's website from 1999 to present. The Court denied certification of a class on the third and fourth causes of action, which allege that Ticketmaster's shipping and order processing fees are unconscionably high. In March 2010, Ticketmaster filed a Petition for Writ of Mandate with the California Court of Appeal, and plaintiffs also filed a motion for reconsideration of the Superior Court's class certification order. In April 2010, the Superior Court denied plaintiffs' Motion for Reconsideration of the Court's class certification order, and the Court of Appeal denied Ticketmaster's Petition for Writ of Mandate. In June 2010, the Court of Appeal granted the plaintiffs' Petition for Writ of Mandate and ordered the Superior Court to vacate its February 2010 order denying plaintiffs' motion to certify a national class and enter a new order granting plaintiffs' motion to certify a nationwide class on the first and second claims. In September 2010, Ticketmaster filed its Motion for Summary Judgment on all causes of action in the Superior Court, and that same month plaintiffs filed their Motion for Summary Adjudication of various affirmative defenses asserted by Ticketmaster. In November 2010, Ticketmaster filed their Motion to Decertify Class.

In December 2010, the parties entered into a binding term sheet that provided for the settlement of the litigation and the resolution of all claims therein. The settlement was memorialized in a long-form agreement in April 2011. In June 2011, after a hearing on the plaintiffs' Motion for Preliminary Approval of the settlement, the Court declined to approve the settlement reached by the parties in its then-current form. Litigation continued, and in September 2011, the Court granted in part and denied in part Ticketmaster's Motion for Summary Judgment. The parties reached a new settlement in September 2011 and subsequently entered into a long-form agreement. The plaintiffs filed a Motion for Preliminary Approval of the new settlement in September 2011. In October 2011, the Court preliminarily approved the new settlement. Ticketmaster has notified all class members of the settlement. A hearing on final approval of the settlement was held in July 2012 and an order remains pending. Ticketmaster and its parent, Live Nation, have not acknowledged any violations of law or liability in connection with the matter, but agreed to the settlement in order to eliminate the uncertainties and expense of further protracted litigation.

As of June 30, 2012, we have accrued \$35.5 million, our best estimate of the probable costs associated with the settlement referred to above. This liability includes an estimated redemption rate. Any difference between our estimated redemption rate and the actual redemption rate it experiences will impact the final settlement amount; however, we do not expect this difference to be material.

### **Canadian Consumer Class Action Litigation Relating to TicketsNow**

In February 2009, five putative consumer class action complaints were filed in various provinces of Canada against TicketsNow, Ticketmaster, Ticketmaster Canada Ltd. and Premium Inventory, Inc. All of the cases allege essentially the same set of facts and causes of action. Each plaintiff purports to represent a class consisting of all persons who purchased a ticket from Ticketmaster, Ticketmaster Canada Ltd. or TicketsNow from February 2007 to present and alleges that Ticketmaster conspired to divert a large number of tickets for resale through the TicketsNow website at prices higher than face value. The plaintiffs characterize these actions as being in violation of Ontario's Ticket Speculation Act, the Amusement Act of Manitoba, the Amusement Act of Alberta or the Quebec Consumer Protection Act. The Ontario case contains the additional allegation that Ticketmaster's and TicketsNow's service fees run afoul of anti-scalping laws. Each lawsuit seeks compensatory and punitive damages on behalf of the class.

In February 2012, the parties entered into a settlement agreement that would, if approved by the courts, resolve all of the resale market claims. The court approval process for the proposed settlement has been commenced, with pre-approvals having been afforded in all provinces in which the actions are pending. The process is expected to take several months, with final approval hearings in all provinces currently scheduled throughout the summer of 2012.

As of June 30, 2012, we have accrued our best estimate of the probable costs associated with the resale market claims of this matter, the full amount of which was funded by an escrow established in connection with Ticketmaster's 2008 acquisition of TicketsNow.

While it is reasonably possible that a loss related to the primary market claims of this matter could be incurred by us in a future period, we do not believe that a loss is probable of occurring at this time. Considerable uncertainty remains regarding the validity of the claims and damages asserted against us. As a result, we are currently unable to estimate the possible loss or range of loss for the primary market claims of this matter. We intend to continue to vigorously defend all claims in all of the actions.

### **Other Litigation**

From time to time, we are involved in other legal proceedings arising in the ordinary course of our business, including proceedings and claims based upon violations of antitrust laws and tortious interference, which could cause us to incur significant expenses. We have

also been the

---

## [Table of Contents](#)

subject of personal injury and wrongful death claims relating to accidents at our venues in connection with our operations. As required, we have accrued our estimate of the probable settlement or other losses for the resolution of any outstanding claims. These estimates have been developed in consultation with counsel and are based upon an analysis of potential results, including, in some cases, estimated redemption rates for the settlement offered, assuming a combination of litigation and settlement strategies. It is possible, however, that future results of operations for any particular period could be materially affected by changes in our assumptions or the effectiveness of our strategies related to these proceedings. In addition, under our agreements with Clear Channel, it has assumed and will indemnify Clear Channel for liabilities related to our business for which they are a party in the defense.

As of June 30, 2012, we have accrued \$41.5 million for the specific cases discussed above as our best estimate of the probable costs of legal settlement, including \$35.5 million for the Ticketing Fees Consumer Class Action litigation settlement.

### **Item 1A. Risk Factors**

While we attempt to identify, manage and mitigate risks and uncertainties associated with our business to the extent practical under the circumstances, some level of risk and uncertainty will always be present. Part 1, Item 1A of our 2011 Annual Report on Form 10-K filed with the SEC on February 24, 2012, describes some of the risks and uncertainties associated with our business which have the potential to materially affect our business, financial condition or results of operations. We do not believe that there have been any material changes to the risk factors previously disclosed in our 2011 Annual Report on Form 10-K.

### **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

None.

### **Item 3. Defaults Upon Senior Securities**

None.

### **Item 4. Mine Safety Disclosure**

Not Applicable.

### **Item 5. Other Information**

None.

[Table of Contents](#)

**Item 6. Exhibits**

Exhibit No.	Exhibit Description	Incorporated by Reference					Filed Here with
		Form	File No.	Exhibit No.	Filing Date	Filed By	
2.1	Agreement and Plan of Merger, dated February 10, 2009, between Ticketmaster Entertainment, Inc. and Live Nation, Inc.	8-K	001-32601	2.1	2/13/2009	Live Nation Entertainment, Inc.	
10.1	Employment Agreement, effective March 18, 2011, between Live Nation Entertainment, Inc. and Joe Berchtold						X
10.2	** Amendment No. 1, dated as of June 29, 2012, entered into by and among Live Nation Entertainment, Inc., the relevant Credit Parties identified therein, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders.						X
31.1	Certification of Chief Executive Officer.						X
31.2	Certification of Chief Financial Officer.						X
32.1	Section 1350 Certification of Chief Executive Officer.						X
32.2	Section 1350 Certification of Chief Financial Officer.						X
101.INS	* XBRL Instance Document						X
101.SCH	* XBRL Taxonomy Schema Document						X
101.CAL	* XBRL Taxonomy Calculation Linkbase Document						X
101.DEF	* XBRL Taxonomy Definition Linkbase Document						X
101.LAB	* XBRL Taxonomy Label Linkbase Document						X
101.PRE	* XBRL Taxonomy Presentation Linkbase Document						X

\* In accordance with Rule 406T of Regulation S-T, the XBRL related information in Exhibit 101 to this Quarterly Report on Form 10-Q shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, and shall not be part of any registration statement or other document filed under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

\*\* Exhibit was originally filed on Form 8-K, Exhibit No. 10.2, July 3, 2012. The exhibit is being re-filed with this Form 10-Q solely to correct a software error that caused certain characters in the original exhibit to appear incorrectly.



[Table of Contents](#)

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>					<u>Filed Here with</u>
		<u>Form</u>	<u>File No.</u>	<u>Exhibit No.</u>	<u>Filing Date</u>	<u>Filed By</u>	
2.1	Agreement and Plan of Merger, dated February 10, 2009, between Ticketmaster Entertainment, Inc. and Live Nation, Inc.	8-K	001-32601	2.1	2/13/2009	Live Nation Entertainment, Inc.	
10.1	Employment Agreement, effective March 18, 2011, between Live Nation Entertainment, Inc. and Joe Berchtold.						X
10.2	** Amendment No. 1, dated as of June 29, 2012, entered into by and among Live Nation Entertainment, Inc., the relevant Credit Parties identified therein, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders.						X
31.1	Certification of Chief Executive Officer.						X
31.2	Certification of Chief Financial Officer.						X
32.1	Section 1350 Certification of Chief Executive Officer.						X
32.2	Section 1350 Certification of Chief Financial Officer.						X
101.INS	* XBRL Instance Document						X
101.SCH	* XBRL Taxonomy Schema Document						X
101.CAL	* XBRL Taxonomy Calculation Linkbase Document						X
101.DEF	* XBRL Taxonomy Definition Linkbase Document						X
101.LAB	* XBRL Taxonomy Label Linkbase Document						X
101.PRE	* XBRL Taxonomy Presentation Linkbase Document						X

\* In accordance with Rule 406T of Regulation S-T, the XBRL related information in Exhibit 101 to this Quarterly Report on Form 10-Q shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, and shall not be part of any registration statement or other document filed under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

\*\* Exhibit was originally filed on Form 8-K, Exhibit No. 10.2, July 3, 2012. The exhibit is being re-filed with this Form 10-Q solely to correct a software error that caused certain characters in the original exhibit to appear incorrectly.

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is entered into and effective March 18, 2011 (the "Effective Date") by and between Live Nation Worldwide, Inc., a Delaware corporation (together with its parent, subsidiary and other affiliated entities, "Live Nation"), and Joe Berchtold (the "Employee").

WHEREAS, Live Nation and the Employee desire to enter into an employment relationship under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements included in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**1. TERM OF EMPLOYMENT.**

The Employee's term of employment starts on April 18 (or such later date the parties agreed to) (the "Commencement Date") and ends on the close of business on December 31, 2013 (the "Term"), unless terminated earlier pursuant to the terms set forth in Section 5 below. If this Agreement is not terminated prior to the conclusion of the Term and the Agreement is not renewed in writing by Live Nation and the Employee, the Employee's employment will no longer be subject to the terms of this Agreement and the Employee's employment will remain at-will, meaning either Live Nation or the Employee will have the right to terminate the Employee's employment at any time, with or without advance notice and with or without cause; provided, however, that any continuing obligations owed to Live Nation by the Employee in accordance with Live Nation's Employee Handbook, Code of Business Conduct and Ethics or other policies will remain in full force and effect.

**2. TITLE AND DUTIES; EXCLUSIVE SERVICES.**

(a) Title and Duties. The Employee agrees to be employed by Live Nation as its Chief Operating Officer, North America, as such title may change during the Term upon mutual agreement of the parties. The Employee will perform such job duties as are usual and customary for this position and will perform such additional services and duties as Live Nation may from time to time designate and which are consistent with this position (collectively, the "Services"). The Employee will report to Live Nation's Chief Executive Officer, currently Michael Rapino. The Employee agrees to abide by Live Nation's rules, regulations and practices as adopted or modified from time to time by Live Nation, including, without limitation, those set forth in Live Nation's Employee Handbook and its Code of Business Conduct and Ethics.

(b) Exclusive Services. The Employee will devote the Employee's full working time and efforts to the business and affairs of Live Nation. During employment with Live Nation, the Employee shall not (i) accept any other employment or consultancy, (ii) serve on the board of directors or similar body of any other entity without the prior written consent of Live Nation's Chief Executive Officer or (iii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place the Employee in a competing position to, that of Live Nation.

---

### 3. COMPENSATION AND BENEFITS.

(a) Base Salary. During the Term, Live Nation will pay the Employee an annual gross base salary of \$650,000 (the "Base Salary"), less appropriate payroll deductions and all required withholdings. All payments of Base Salary are payable in regular installments in accordance with Live Nation's normal payroll practices, as in effect from time to time and prorated monthly or weekly or for any partial pay period of employment. The Employee will be eligible to receive annual increases in such base salary commensurate with Live Nation policy

(b) Annual Bonus. During the Term, in addition to the Base Salary, the Employee will be eligible to receive an annual bonus ("Bonus") targeted at 100% of the Employee's Base Salary, based on the achievement of performance targets to be set and determined annually by Live Nation. Live Nation reserves the right to modify any Bonus performance target in its sole discretion due to business circumstances such as business acquisitions, business sales, accounting or non-operational circumstances. Such Bonus will be payable in a lump sum amount in the year immediately following the year in which it was earned but no later than March 15<sup>th</sup> of such year. The Employee's Bonus for 2011 shall not be prorated due to the Commence Date occurring after the commencement of the year.

(c) Sign-On Bonus. Live Nation shall pay the Employee a one-time signing bonus in the amount of \$250,000 less appropriate payroll deductions and all required withholdings, which shall be payable within 30 days of the Commencement Date.

(d) Employee Benefits. During the Term, the Employee will be eligible to participate in such group health, hospitalization, retirement, leave, vacation, disability and other insurance plans, programs and policies as are maintained or sponsored by Live Nation from time to time and in which other similarly-situated employees of Live Nation may participate, subject to the terms and conditions of the applicable plans, programs or policies, as may be amended from time to time in Live Nation's sole and absolute discretion.

(e) Vacation. During the Term, the Employee will be eligible for paid vacation, subject to the applicable policies, restrictions and conditions set forth in Live Nation's vacation policy as it may be amended from time to time.

(f) Expenses. Upon submission of proper documentation in accordance with Live Nation's applicable expense reimbursement policies, as in effect from time to time, Live Nation will pay or reimburse the Employee for all normal and reasonable business expenses actually incurred by the Employee in connection with the Employee's provision of the Services. To the extent that any reimbursements paid under this paragraph are deemed to constitute taxable compensation to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such amounts, shall be paid promptly or reimbursed to the Employee promptly following the Employee's submission of a request for such reimbursement, which request must be timely submitted, but in each case in no event later than December 31 of the year following the year in which the expense is incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and the Employee's right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit.



---

(g) Equity Grant. The Employee shall be eligible to receive an equity grant in the sole and absolute discretion of Live Nation. In the event Live Nation recommends to the Compensation Committee of the Board of Directors of Live Nation Entertainment, Inc. (the "Committee") that the Employee be granted stock options to purchase shares of Live Nation Entertainment, Inc. common stock, restricted stock or any other equity grant, such equity grant shall: (i) be made in the sole and absolute discretion of the Committee; (ii) be made under the terms and conditions set forth in the applicable equity incentive plan and stock option agreement, restricted stock agreement or other agreement under which they may be issued; and (iii) in the case of stock options, have a strike price equal to the closing price of Live Nation Entertainment, Inc.'s common stock listed on the New York Stock Exchange on the date of the grant (or such other principal stock exchange on which such shares may be traded on the date of grant or, if Live Nation Entertainment, Inc.'s common stock is not so traded, at the fair market value of a share of the stock on the date of grant, as determined by the Committee).

#### 4. COVENANTS.

(a) Live Nation Confidential Information. During the course of the Employee's employment with Live Nation, Live Nation will provide the Employee with access to certain confidential information, trade secrets and other matters which are of a confidential or proprietary nature, including, without limitation, Live Nation's customer lists, pricing information, production and cost data, compensation and fee information, strategic business plans, budgets, financial statements, employment pay information and data and other information Live Nation treats as confidential or proprietary (collectively, the "Confidential Information"). Live Nation provides on an ongoing basis such Confidential Information as Live Nation deems necessary or desirable to aid the Employee in the performance of the Employee's duties. The Employee understands and acknowledges that such Confidential Information is confidential and proprietary, and agrees not to disclose such Confidential Information to anyone outside Live Nation except to the extent that: (i) the Employee deems such disclosure or use reasonably necessary or appropriate in connection with performing the Employee's duties on behalf of Live Nation; (ii) the Employee is required by order of a court of competent jurisdiction (by subpoena or similar process) to disclose or discuss any Confidential Information, provided that in such case, to the extent permitted by law, the Employee will promptly inform Live Nation of such event, will cooperate with Live Nation in attempting to obtain a protective order or to otherwise restrict such disclosure and will only disclose Confidential Information to the minimum extent necessary to comply with any such court order; or (iii) such Confidential Information becomes generally known to and available for use in the industries in which Live Nation does business, other than as a result of any breach by the Employee of this Section 4(a). Except to the extent necessary to enforce the terms of this Agreement, the Employee further agrees that the Employee will not during employment and/or at any time thereafter use such Confidential Information for any purpose other than legitimate purposes in the performance of the Employee's duties, including, without limitation, competing, directly or indirectly, with Live Nation. At such time as the Employee ceases to be employed by Live Nation or earlier upon Live Nation's request, the Employee will immediately turn over to Live Nation all Confidential Information, including papers, documents, writings, electronically stored information, other property and all copies of them, provided to or created by the Employee during the course of the Employee's employment with Live Nation.

---

(b) Third-Party Confidential Information. The Employee agrees that any confidential or proprietary information and materials that the Employee receives from third parties in connection with or relating to the Employee's employment with Live Nation shall also be deemed "Confidential Information" for all purposes of this Agreement and will be subject to all limitations on use and disclosure set forth in this Agreement. The Employee will not use or disclose any such information and materials in any manner inconsistent with any of Live Nation's obligations towards such third party. Additionally, the Employee acknowledges the Employee's obligation to preserve the trade secrets and confidential and proprietary information of the Employee's prior employers. As such, the Employee must not retain copies of any trade secret or confidential and proprietary information of any prior employer, and may not bring such materials to Live Nation or otherwise utilize or disclose the contents of such materials as part of the Employee's work at Live Nation.

(c) Non-Solicitation. To further preserve the rights of Live Nation pursuant to the non-disclosure covenant above and to protect Live Nation's legitimate interest in the integrity of its workforce, the members of which would be unknown to the Employee absent the Employee's employment hereunder, during the Employee's employment with Live Nation and for a period of twelve (12) months following the termination of the Employee's employment with Live Nation for any reason, the Employee will not, directly or indirectly: (i) solicit or encourage any current employee to terminate his or her employment with Live Nation; (ii) solicit or encourage any current Live Nation employee or any former Live Nation employee whose employment terminated within six months of the termination of the Employee's employment with Live Nation (each, a "Current or Former Employee") to accept employment with any business, person or entity with which the Employee may be associated; or (iii) encourage or assist in any way any such business, person or entity from taking any action which the Employee could not take individually under this Section 4(c), including, without limitation, identifying any Current or Former Employee as a potential candidate for employment therewith.

(d) Non-Competition. To further preserve the rights of Live Nation pursuant to the covenants in this Section 4, and for the consideration promised by Live Nation under this Agreement, during the Employee's employment with Live Nation, the Employee will not, directly or indirectly, including, without limitation, as an owner, director, principal, agent, officer, employee, partner, consultant or otherwise, carry on, operate, manage, control or become involved in any manner with any business, operation, corporation, partnership, association, agency or other person or entity which is in the same business as Live Nation in any location in which Live Nation operates or has projected to operate during the Employee's employment with Live Nation, including any area within a 50-mile radius of any such location. The foregoing shall not prohibit the Employee from owning up to 5% of the outstanding capital stock of any publicly-held company.

(e) Non-Disparagement. During the Employee's employment with Live Nation and for a period of twelve (12) months following termination of the Employee's employment with Live Nation for any reason, except as required by law or in the proper performance of his duties to Live Nation, the Employee agrees that the Employee shall not publicly or privately disparage, defame or criticize Live Nation or its officers, directors, employees or representatives. If the Employee breaches the provisions of this Section 4(e), Live Nation may appropriately respond to such disparagement, defamation or criticism without its being in violation of this Section 4(e).

---

During the Employee's employment with Live Nation and for a period of twelve (12) months following termination of Employee's employment for any reason, except as required by law or in the proper performance of his, her or its duties to Live Nation, Live Nation, its executive officers and directors shall not publicly or privately disparage, defame or criticize the Employee. If Live Nation or one of its executive officers or directors breaches the provisions of this Section 4(e), the Employee may appropriately respond to such disparagement, defamation or criticism without his being in violation of this Section 4(e).

(f) Written, Printed or Electronic Material. All written, printed and electronic material, notebooks and records including, without limitation, computer disks or other data storage devices used by the Employee in performing duties for Live Nation, including any Confidential Information and all copies thereof in any medium contained, are and shall remain the sole property of Live Nation. Upon termination of the Employee's employment or any earlier request by Live Nation, the Employee shall promptly return all such materials (including all copies, extracts and summaries thereof) to Live Nation.

(g) Reasonableness of Covenants. Live Nation and the Employee agree that the restrictions contained in this Section 4 are reasonable in scope and duration and are necessary to protect Live Nation's legitimate business interests and Confidential Information. If any provision of this Section 4 as applied to any party or to any circumstance is judged by a court or arbitrator to be invalid or unenforceable, the same will in no way affect the validity or enforceability of the remainder of this Agreement. If any such provision of this Section 4, or any part thereof, is held to be unenforceable because of the scope, duration or geographic area covered thereby, the parties agree that the court or arbitrator making such determination will have the power to reduce the scope and/or duration and/or geographic area of such provision, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

(h) Breach of Covenants. The parties acknowledge and agree that any breach of this Section 4 by the Employee will cause irreparable damage to Live Nation, and upon any such breach of any provision of these covenants, Live Nation shall be entitled to injunctive relief, specific performance or other equitable relief without the need to post bond or other security therefor; provided, however, that this Section 4(h) shall in no way limit any other remedies which Live Nation may have (including, without limitation, the right to seek monetary damages). Should the Employee violate any provision of this Section 4, then, in addition to all other rights and remedies available to Live Nation at law or in equity, the duration of this covenant shall automatically be extended for the period of time from which the Employee began such violation until the Employee permanently ceases such violation.

## **5. TERMINATION.**

The Employee's employment with Live Nation may be terminated at any time under the following circumstances:

(a) Termination Without Cause or for Good Reason. Live Nation may terminate the Employee's employment without Cause (as defined below) or the Employee may terminate the Employee's employment for Good Reason (as defined below) at any time during the Term. If

---

the Employee experiences a “separation from service” (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the “Code”), and Treasury Regulation Section 1.409A-1(h)) (a “Separation from Service”) due to the termination of the Employee’s employment by Live Nation without Cause or the Employee’s termination of the Employee’s employment for Good Reason, Live Nation shall promptly or, in the case of obligations described in clause (iv) below, as such obligations become due, pay or provide to the Employee, (i) the Employee’s earned but unpaid Base Salary accrued through the date of such Separation from Service (the “Termination Date”), (ii) accrued but unpaid vacation time through the Termination Date, (iii) reimbursement of any business expenses incurred by the Employee prior to the Termination Date that are reimbursable under Section 3 (f) above, (iv) any vested benefits and other amounts due to the Employee under any plan, program or policy of Live Nation, (v) a pro-rated Bonus for the calendar year in which the Termination Date occurs and (vi) any Bonus required to be paid to the Employee pursuant to this Agreement for any calendar year ending prior to the Termination Date, to the extent payable, but not previously paid (together, the “Accrued Obligations”).

In addition, subject to Section 5(f) and 7(b) below and the Employee’s execution and non-revocation of a binding release in accordance with Section 5(g) below, in the event of the Employee’s Separation from Service with Live Nation by reason of a termination without Cause or a termination by the Employee for Good Reason, Live Nation shall pay to the Employee in a lump-sum cash payment (less appropriate payroll deductions) within 70 days of the Employee’s Termination Date, but in no event later than March 15 of the next calendar year, provided the Employee has executed the binding release prior to that date, an amount equal to the Employee’s then-current Base Salary times the greater of (a) the number of full months remaining in the Term as of the Termination Date, divided by 12, or (b) one (in either case, the “Severance”).

(b) Resignation. The Employee may terminate his employment by resigning at any time upon thirty (30) days’ written notice provided to Live Nation in accordance with Section 6 below; provided, however, that Live Nation may, in its sole discretion, waive such notice period without payment in lieu thereof. Upon such a resignation, the Employee shall be entitled to receive the Accrued Obligations promptly or, in the case of benefits described in Section 5(a)(iv) above, as such obligations become due.

(c) Death; Disability. If the Employee dies during the Term or the Employee’s employment is terminated due to his total and permanent disability (as determined by Live Nation), the Employee or the Employee’s estate, as applicable, shall be entitled to receive the Accrued Obligations promptly or, in the case of benefits described in Section 5(a)(iv) above, as such obligations become due.

(d) Cause. Live Nation may terminate the Employee’s employment immediately for Cause by providing notice to the Employee in accordance with Section 6 below. If Live Nation terminates the Employee’s employment for Cause, the Employee shall be entitled to receive the Accrued Obligations promptly or, in the case of benefits described in Section 5(a)(iv) above, as such obligations become due.

(e) Termination by Live Nation or the Employee Upon Expiration of the Term. If the Employee’s employment with Live Nation is terminated by Live Nation or the Employee upon

---

expiration of the Term (including any Extension Term), the Employee shall be entitled to receive the Accrued Obligations promptly or, in the case of benefits described in Section 5(a)(iv) above, as such obligations become due.

(f) Potential Six-Month Payment Delay. Notwithstanding anything to the contrary in this Agreement, if on the Employee's Termination Date, the Employee is a "specified employee" within the meaning of Section 409A(a)(2)(B), as determined by Live Nation in accordance with the requirements of Treasury Regulation Section 1.409A-1(i), compensation and benefits that become payable in connection with a Separation from Service (if any), including, without limitation, any Severance payments, shall be paid to the Employee during the 6-month period following the Employee's Termination Date only to the extent that Live Nation reasonably determines that paying such amounts at the time or times indicated in this Agreement will not cause the Employee to incur additional taxes under Section 409A. If the payment of any such amounts is delayed as a result of the previous sentence, then, within 30 days following the end of such 6-month period (or such earlier date upon which such amount can be paid under Section 409A without being subject to such additional taxes, including as a result of the Employee's death), Live Nation shall pay to the Employee (or the Employee's beneficiary in the event of the Employee's death) a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Employee during such 6-month period, without interest thereon.

(g) Release. The Employee's right to receive the Severance set forth in this Section 5 is conditioned on and subject to, within 60 days of the Employee's Termination Date, the Employee executing a general release and waiver of claims against Live Nation, in a form prescribed by Live Nation. If the Employee does not execute such release within 60 days following the Termination Date, no Severance shall be payable under this Section 5. Such release (i) shall not contain any covenants other than those set forth in Section 4 (confidential information, non-solicitation, non-competition, non-disparagement and written, printed or electronic material) and Section 10 (litigation and regulatory matters) of this Agreement and such covenants shall not be modified to place additional restrictions or requirements on the Employee; and (ii) will not cause the Employee to waive any right he may have after the termination of his employment that is contemplated under this Agreement, including, but not limited to, those rights under Sections 4(e) (non-disparagement) and 11 (indemnification and insurance; legal expenses).

(h) Exclusivity of Benefits. Except as expressly provided in this Section 5, the Employee acknowledges that Live Nation shall have no further obligations to the Employee following the Termination Date, whether under this Agreement, in connection with the Employee's employment, the termination thereof or otherwise.

(i) Definitions. For purposes of this Agreement:

"Good Reason" shall mean: (i) a repeated failure of Live Nation to comply with a material term of this Agreement; (ii) a material reduction or diminution in Employee's title, duties, responsibilities, authority, reporting lines or compensation; (iii) a material geographic relocation of the Employee's principal work location outside the greater Los Angeles, California metropolitan area; or (iv) a failure, before the first anniversary of the Commencement Date, to name the Employee the CEO of a major division of Live Nation or provide the Employee with

---

another major position of Live Nation mutually agreed to by the Employee and Live Nation. Notwithstanding the foregoing, a termination of employment shall not be deemed to be for Good Reason unless (A) the Employee gives Live Nation written notice describing the event or events which are the basis for such termination within 90 days after the event or events initially occur, (B) such grounds for termination (if susceptible to correction) are not corrected by Live Nation within 30 days of Live Nation's receipt of such notice and (C) the Employee terminates employment no later than 30 days after Live Nation has failed to timely correct the circumstances constituting Good Reason in accordance with Clause (B) of this paragraph.

"Cause" shall mean: (i) continued, willful and deliberate non-performance by the Employee of a material duty hereunder (other than by reason of the Employee's physical or mental illness, incapacity or disability); (ii) the Employee's refusal or failure to follow lawful directives from the person to whom he reports consistent with his title and position and the terms of this Agreement; (iii) criminal conviction of the Employee, a plea of nolo contendere by the Employee or other conduct by the Employee that, as determined in the reasonable discretion of the Board, has resulted in, or would result in, if he were retained in his position with Live Nation, material injury to the reputation or financial condition of Live Nation, including, without limitation, commission of a theft, fraud or embezzlement or a crime of moral turpitude; (iv) a repeated breach by the Employee of any material provision of this Agreement; (v) an act or omission by the Employee constituting a material act of willful misconduct in connection with the performance of the Employee's duties hereunder, including, without limitation, any violation of Live Nation's policy on sexual harassment or discrimination, or any misappropriation of funds or property of Live Nation other than the occasional, customary and de minimis use of Live Nation property for personal purposes; or (vi) a material violation by the Employee of Live Nation's employment policies, including, without limitation, those set forth in Live Nation's Employee Handbook or Live Nation's Code of Business Conduct and Ethics. The Employee will be given 30 days after his receipt of written notice from Live Nation to cure any Cause provisions set forth in the written notice that are susceptible to cure.

## **6. NOTICES.**

Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered personally or sent by facsimile, e-mail or registered or certified mail, postage prepaid, addressed as follows (or if it is sent through any other method, as agreed upon by the parties):

If to Live Nation:

9348 Civic Center Drive  
Beverly Hills, California 90210  
Telephone: (310) 975-6875  
Attention: Lori S. Lilly

If to the Employee:

to the Employee's most current home address on file with Live Nation's Human Resources Department, or to such other address as any party hereto may designate by notice to

---

the other in accordance with this Section 6 (with a copy to: Paul M. Ritter, Kramer Levin Naftalis & Frankel, LLP, 1177 Avenue of the Americas, New York, NY 10036), and any such notice shall be deemed to have been given upon receipt.

## **7. CERTAIN TAX CONSIDERATIONS.**

(a) Section 409A. To the fullest extent applicable, the compensation and benefits payable under this Agreement are intended to be exempt from the definition of “nonqualified deferred compensation” under Section 409A in accordance with one or more of the exemptions available under the final Treasury Regulations promulgated under Section 409A (the “Treasury Regulations”). To the extent that any such compensation or benefit under this Agreement is or becomes subject to Section 409A due to a failure to qualify for an exemption from the definition of nonqualified deferred compensation in accordance with the Treasury Regulations, this Agreement is intended to comply with the applicable requirements of Section 409A with respect to the payment of such compensation or benefits. This Agreement shall be interpreted and administered to the extent possible in a manner consistent with the foregoing statement of intent. Notwithstanding anything herein to the contrary, the Employee expressly agrees and acknowledges that in the event that any taxes are imposed under Section 409A in respect of any compensation or benefits payable to the Employee, whether in connection with a Separation from Service under this Agreement or otherwise, then (i) the payment of such taxes shall be solely the Employee’s responsibility, (ii) neither Live Nation, its affiliated entities nor any of their respective past or present directors, officers, employees or agents shall have any liability for any such taxes and (iii) the Employee shall indemnify and hold harmless, to the greatest extent permitted under law, each of the foregoing from and against any claims or liabilities that may arise in respect of any such taxes.

(b) Section 280G.

(1) Excess Parachute Payment Limitation. Notwithstanding anything contained herein to the contrary, any payment or benefit received or to be received by the Employee in connection with a “change in control event” that would constitute a “parachute payment” (each within the meaning of Code Section 280G), whether payable pursuant to the terms of this Agreement or any other plan, arrangements or agreement with Live Nation (collectively, the “Total Payments”), shall be reduced to the least extent necessary, if any, so that no portion of the Total Payments shall be subject to the excise tax imposed by Code Section 4999, but only if, by reason of such reduction, the Net After-Tax Benefit (as defined below) received by the Employee as a result of such reduction will exceed the Net After-Tax Benefit that would have been received by the Employee if no such reduction was made. If excise taxes may apply to the Total Payments, the foregoing determination will be made by a nationally recognized accounting firm (the “Accounting Firm”) selected by the Employee and reasonably acceptable to Live Nation. The Employee will direct the Accounting Firm to submit any such determinations and detailed supporting calculations to both the Employee and Live Nation at least 15 days prior to the payment of any amount that would, absent the reduction contemplated by this Section 7(b), constitute an “excess parachute payment” (within the meaning of Code Section 280G).

---

(2) Order of Reduction. If the Accounting Firm determines that a reduction in payments is required by this Section 7(b), first non-cash benefits that are not equity-related shall be reduced, then equity vesting acceleration and next new equity grants shall be reduced, followed by a reduction of cash payments, including, without limitation, the Severance, beginning with payments that would be made last in time, in all cases, (i) if and to the extent not already provided, accelerated, granted or paid, as applicable, prior to the date of such reduction, (ii) only to the least extent necessary so that no portion thereof shall be subject to the excise tax imposed by Code Section 4999, (iii) in a manner that results in the best economic benefit to the Employee and (iv) to the extent economically equivalent, in a pro rata manner, and Live Nation shall pay or provide such reduced amounts to the Employee in accordance with the applicable terms of the controlling agreement.

(3) Cooperation; Expenses. If applicable, Live Nation and the Employee will each provide the Accounting Firm, as reasonably requested by the Accounting Firm, access to and copies of any books, records and documents in their respective possessions, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Section 7(b). The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by this Section 7(b) will be borne by Live Nation.

(4) Net After-Tax Benefit. "Net After-Tax Benefit" means (i) the Total Payments that the Employee becomes entitled to receive from Live Nation which would constitute "parachute payments" within the meaning of Code Section 280G, less (ii) the amount of all federal, state and local income and employment taxes payable with respect to the Total Payments, calculated at the maximum applicable marginal income tax rate, less (iii) the amount of excise taxes imposed with respect to the Total Payments under Code Section 4999.

#### **8. PARTIES BENEFITTED; ASSIGNMENT.**

This Agreement shall be binding upon the Employee, the Employee's heirs and the Employee's personal representative or representatives, and upon Live Nation and its respective successors and assigns. Neither this Agreement nor any rights or obligations hereunder may be assigned by the Employee, other than by will or by the laws of descent and distribution.

#### **9. GOVERNING LAW; VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict provisions or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Subject to Section 12 below, the Employee hereby expressly consents to the personal jurisdiction of the state and federal courts located in Los Angeles, CA for any lawsuit arising from or relating to this Agreement.

#### **10. LITIGATION AND REGULATORY MATTERS.**

During and after the Term, the Employee will reasonably cooperate with Live Nation in the defense or prosecution of any claims or actions now in existence or which may be brought in



---

the future against or on behalf of Live Nation which relate to events or occurrences that transpired while the Employee was employed by Live Nation. The Employee's cooperation in connection with such claims or actions shall include, without limitation, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of Live Nation at mutually convenient times. During and after the Employee's employment, the Employee also shall reasonably cooperate with Live Nation in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Employee was employed by Live Nation. If any such cooperation occurs after the Employee's termination of employment with Live Nation, then Live Nation take into account the Employee's personal and other business commitments and shall reimburse the Employee for all reasonable costs and expenses incurred in connection with the Employee's performance under this Section 10.

**11. INDEMNIFICATION AND INSURANCE; LEGAL EXPENSES.**

Live Nation shall indemnify the Employee to the fullest extent permitted by law, in effect at the time of the subject act or omission, and shall advance to the Employee reasonable attorneys' fees and expenses as such fees and expenses are incurred (subject to an undertaking from the Employee to repay such advances if it shall be finally determined by a judicial decision which is not subject to further appeal that the Employee was not entitled to the reimbursement of such fees and expenses), and the Employee will be entitled to the protection of any insurance policies that Live Nation may elect to maintain generally for the benefit of its directors and officers against all costs, charges and expenses incurred or sustained by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director, officer or employee of Live Nation or any of its subsidiaries, or his serving or having served any other enterprise as director, officer or employee at the request of Live Nation (other than any dispute, claim or controversy arising under or relating to this Agreement). Live Nation covenants to maintain during the Employee's employment for the benefit of the Employee (in his capacity as an officer and/or director of Live Nation) directors' and officers' insurance providing benefits to the Employee no less favorable, taken as a whole, than the benefits provided to the other similarly-situation employees of Live Nation by the directors' and officers' insurance maintained by Live Nation on the date hereof; provided, however, that the Board may elect to terminate directors' and officers' insurance for all officers and directors, including the Employee, if the Board determines in good faith that such insurance is not available or is available only at unreasonable expense.

**12. ARBITRATION.**

The parties agree that any dispute, controversy or claim, whether based on contract, tort, statute, discrimination, retaliation or otherwise, relating to, arising from or connected in any manner to this Agreement, or to any alleged breach of this Agreement, or arising out of or relating to the Employee's employment or termination of employment, shall, upon the timely written request of either party be submitted to and resolved by binding arbitration. The arbitration shall be conducted in Los Angeles, California. The arbitration shall proceed in accordance with the National Rules for Resolution of Employment Disputes of the American Arbitration Association (the "AAA") in effect at the time the claim or dispute arose, unless other rules are agreed upon by the parties. Unless otherwise agreed to by the parties in writing, the

---

arbitration shall be conducted by one arbitrator who is a member of the AAA and who is selected pursuant to the methods set out in the National Rules for Resolution of Employment Disputes of the AAA. Any claims received after the applicable/relevant statute of limitations period has passed shall be deemed null and void. The award of the arbitrator shall be a reasoned award with findings of fact and conclusions of law. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, to enforce an arbitration award and to vacate an arbitration award. However, in actions seeking to vacate an award, the standard of review to be applied by said court to the arbitrator's findings of fact and conclusions of law will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury. Live Nation will pay the actual costs of arbitration excluding attorneys' fees, to the extent required by law. Each party will pay its own attorneys' fees and other costs incurred by their respective attorneys.

### **13. REPRESENTATIONS AND WARRANTIES OF THE EMPLOYEE.**

The Employee represents and warrants to Live Nation that: (i) the Employee is under no contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Employee's duties hereunder or the other rights of Live Nation hereunder; (ii) the Employee is under no physical or mental disability that would hinder the performance of the Employee's duties under this Agreement; and (iii) the Employee's execution of this Agreement and performance of the Services under this Agreement will not violate any obligations that the Employee may have to any other or former employer, person or entity, including any obligations to keep in confidence proprietary information, knowledge or data acquired by the Employee in confidence or in trust prior to becoming an employee of Live Nation. The Employee further represents, warrants and covenants that the Employee will not disclose to Live Nation, or use in connection with the Employee's activities as an employee of Live Nation, or induce Live Nation to use, any proprietary or confidential information or trade secrets of the Employee or any third party at any time, including, without limitation, any proprietary, confidential information or trade secrets of any former employer.

### **14. MISCELLANEOUS.**

(a) Amendment. The terms of this Agreement may not be amended or modified other than by a written instrument executed by the parties hereto or their respective successors.

(b) Withholding. Live Nation shall withhold from any amounts payable under this Agreement all federal, state, local and/or foreign taxes, as Live Nation determines to be legally required pursuant to any applicable laws or regulations.

(c) No Waiver. Failure by either party hereto to insist upon strict compliance with any provision of this Agreement or to assert any right such party may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement. A waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition.

---

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions hereof or the application of such provisions to other persons or circumstances, all of which shall be enforced to the greatest extent permitted by law.

(e) Construction. The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party by the rule of construction abovementioned.

(f) Assignment. This Agreement is binding on and for the benefit of the parties hereto and their respective successors, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by the Employee.

(g) Entire Agreement. As of the Effective Date, this Agreement constitutes the final, complete and exclusive agreement and understanding between Live Nation and the Employee with respect to the subject matter hereof and replaces and supersedes any and all other agreements, offers or promises, whether oral or written, made to the Employee by Live Nation or any representative thereof.

(h) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(i) Captions. The captions of this Agreement are not part of the provisions hereof, rather they are included for convenience only and shall have no force or effect.

*[Remainder of Page Intentionally Left Blank]*

---

**THE EMPLOYEE ACKNOWLEDGES THAT THE EMPLOYEE (I) HAS BEEN ADVISED BY LIVE NATION TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS AGREEMENT AND HAS HAD THE OPPORTUNITY TO DO SO, (II) HAS READ AND UNDERSTANDS THIS AGREEMENT, (III) IS FULLY AWARE OF THE LEGAL EFFECT OF THIS AGREEMENT AND (IV) HAS ENTERED INTO IT FREELY BASED ON THE EMPLOYEE'S OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the date first written above.

**THE EMPLOYEE**

Date: 18 March 2011 \_\_\_\_\_

/s/ Joe Berchtold  
Joe Berchtold

**LIVE NATION WORLDWIDE, INC.**

Date: \_\_\_\_\_

By: /s/ Michael Rapino  
Name: Michael Rapino  
Title: President and Chief Executive Officer

**AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1**, dated as of June 29, 2012 (this "Amendment No. 1"), is entered into by and among **LIVE NATION ENTERTAINMENT, INC.**, a Delaware corporation (the "Parent Borrower"), the relevant Credit Parties identified herein, the lenders party hereto (collectively, the "Lenders"; and each individually, a "Lender"), and **JPMorgan Chase Bank, N.A.**, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

**WITNESSETH**

**WHEREAS**, the Borrowers and the Guarantors (each as identified therein), the Administrative Agent, and certain other agents and lenders named therein entered into that certain Credit Agreement, dated as of May 6, 2010 (as amended, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Credit Agreement") pursuant to which the Lenders made certain loans and certain other extensions of credit to the Borrowers; and

**WHEREAS**, the parties hereto intend to amend the Credit Agreement as set forth herein;

**NOW, THEREFORE**, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1****DEFINITIONS**

**1.1 Certain Definitions.** The following terms (whether or not underscored) when used in this Amendment No. 1 shall have the following meanings (such meanings to be equally applicable to the singular and plural form thereof):

(a) "Credit Agreement" shall have the meaning assigned to such term in the recitals hereto.

(b) "Amendment Date" shall mean the first date on which all conditions set forth in Section 3 of this Amendment No. 1 are satisfied, which date was June 29, 2012.

**1.2 Other Definitions.** Unless otherwise defined or the context otherwise requires, capitalized terms for which meanings are not provided herein shall have the meanings ascribed such terms in the Credit Agreement.

---

## SECTION 2

### AMENDMENTS

**2.1 Amendment to Credit Agreement.** Subject to the satisfaction of the closing conditions set forth in Section 3 below, from and after the Amendment Date, the Credit Agreement is amended as follows:

(i) The definitions “Amendment No. 1” and “Amendment No. 1 Effective Date” shall be added in appropriate alphabetical order to read as follows:

“Amendment No. 1” means Amendment No. 1 to this Credit Agreement, dated as of June 29, 2012, among the Borrower, the other Credit Parties identified therein, the Lenders party thereto and the Administrative Agent.

“Amendment No. 1 Effective Date” means June 29, 2012.”;

(ii) The definition of the term “Applicable Percentage” in Section 1.01 of the Credit Agreement is hereby replaced in its entirety with the following:

“Applicable Percentage” means (i) with respect to Revolving Loans, Swingline Loans, B/A Drawings, Letter of Credit Fees and Term A Loans, the percentages per annum in the first table below and (ii) with respect to Term B Loans, the following percentages per annum in the second table below:

#### **APPLICABLE PERCENTAGES FOR REVOLVING LOANS, SWINGLINE LOANS, B/A DRAWINGS, LETTER OF CREDIT FEES AND TERM A LOANS**

<u>Pricing Level</u>	<u>Consolidated Total Leverage Ratio</u>	<u>Eurodollar Rate Loans, B/A Drawings and Letter of Credit Fees</u>	<u>Base Rate Loans</u>
I	< 1.50:1.00	2.00%	1.00%
II	<sup>3</sup> 1.50 but < 2.00:1.00	2.25%	1.25%
III	<sup>3</sup> 2.00 but < 2.50:1.00	2.50%	1.50%
IV	<sup>3</sup> 2.50 but < 3.00:1.00	2.75%	1.75%
V	<sup>3</sup> 3.00:1.00 but < 4.00:1.00	3.00%	2.00%
VI	<sup>3</sup> 4.00:1.00	3.25%	2.25%

[Amendment No. 1]

---

**APPLICABLE PERCENTAGES FOR TERM B LOANS**

<b>Pricing Level</b>	<b>Consolidated Total Leverage Ratio</b>	<b>Eurodollar Rate Loans</b>	<b>Base Rate Loans</b>
I	< 2.75:1.00	2.75%	1.75%
II	<sup>3</sup> 2.75:1.00 but <4.00:1.00	3.00%	2.00%
III	<sup>3</sup> 4.00:1.00	3.25%	2.25%

Applicable Percentages for Revolving Loans, Swingline Loans, B/A Drawings, Letter of Credit Fees, Term A Loans and Term B Loans will be based on the Consolidated Total Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 7.02(b). Any increase or decrease in such Applicable Percentage resulting from a change in the Consolidated Total Leverage Ratio shall become effective on the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 7.02(b); provided, however, that if (i) a Compliance Certificate is not delivered when due in accordance therewith or (ii) an Event of Default pursuant to Section 9.01(a), (f) or (h) has occurred and is continuing, then, (x) with respect to Revolving Loans, Swingline Loans, B/A Drawings, Letter of Credit Fees and Term A Loans, in the case of clause (i), pricing level VI shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered until the first Business Day immediately following delivery thereof, and in the case of clause (ii) pricing level VI shall apply as of the first Business Day after the occurrence of such Event of Default until the first Business Day immediately following the cure or waiver of such Event of Default and (y) with respect to Term B Loans, in the case of clause (i), pricing level III shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered until the first Business Day immediately following delivery thereof, and in the case of clause (ii) pricing level III shall apply as of the first Business Day after the occurrence of such Event of Default until the first Business Day immediately following the cure or waiver of such Event of Default.

Determinations by the Applicable Agent of the appropriate pricing level shall be conclusive absent manifest error.

In the event that any financial statement or Compliance Certificate delivered pursuant to Section 7.01 or 7.02 is shown to be inaccurate (regardless of whether this Credit Agreement or the Commitments are in effect or any Loans are outstanding when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Percentage for any period (an "Applicable Period") than the Applicable Percentage applied for such Applicable Period, and only in such case, then the Parent Borrower shall immediately (i) deliver to the Administrative Agent a corrected Compliance Certificate for such Applicable Period, (ii) determine the Applicable Percentage for such Applicable Period based upon the corrected Compliance Certificate, and (iii) immediately pay to the Applicable Agent the accrued additional interest owing as a result of such increased Applicable Percentage for such Applicable Period, which payment shall be promptly applied by the Applicable Agent in accordance with Section 2.11. The rights of the Applicable Agent and Lenders pursuant to this paragraph are in addition to rights of the Applicable Agent and Lenders with respect to Sections 2.08(b) and 9.02 and other of their respective rights under the Credit Documents.

[Amendment No. 1]

(iii) The definition of “Change in Law” in Section 1.01 of the Credit Agreement is hereby amended by adding at the end of such definition “; provided, that (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case, be deemed to have been introduced or adopted after the date hereof, regardless of the date enacted or adopted”;

(iv) The definition of “Consolidated EBITDA” in Section 1.01 of the Credit Agreement is hereby amended by inserting in clause (k) thereof the words “15% of Consolidated EBITDA (calculated before giving effect to any adjustments pursuant to this clause (k)) in any four quarter period ending thereafter; provided further that the aggregate amount to be added to Consolidated EBITDA pursuant to this clause (k) after the Amendment No. 1 Effective Date shall not exceed \$100 million” in place of the words “\$10.0 million in any four quarter period ending thereafter”.

(v) Section 8.10(a) of the Credit Agreement is hereby amended by replacing the table in such Section in its entirety with the following:

<u>Fiscal Quarter Ending</u>	<u>Consolidated Total Leverage Ratio</u>
June 30, 2012	4.50:1.00
September 30, 2012	4.50:1.00
December 31, 2012	4.50:1.00
March 31, 2013	4.50:1.00
June 30, 2013	4.50:1.00
September 30, 2013	4.50:1.00
December 31, 2013	4.50:1.00
March 31, 2014	4.25:1.00
June 30, 2014	4.25:1.00
September 30, 2014	4.25:1.00
December 31, 2014	4.25:1.00
March 31, 2015	4.00:1.00
June 30, 2015	4.00:1.00
September 30, 2015	4.00:1.00
December 31, 2015	4.00:1.00
March 31, 2016 and each fiscal quarter end thereafter	3.75:1.00

(vi) The definition of “Credit Documents” is amended and restated in its entirety to read as follows:

[Amendment No. 1]



---

“Credit Documents” means this Credit Agreement, Amendment No. 1, the Notes, the Collateral Documents, the Engagement Letter, the Administrative Agent Fee Letter, the Issuer Documents, the Joinder Agreements, any Foreign Borrower Agreements, any Foreign Borrower Terminations, any Revolving Lender Joinder Agreement, any Guarantee and any Incremental Term Loan Joinder Agreement.”

**2.2 Effect of Amendment.** Except as modified hereby, all of the terms and provisions of the other Loan Documents remain in full force and effect. To the extent that any conflict may exist between the provisions of this Amendment No. 1 and the provisions of the Credit Agreement, then this Amendment No. 1 shall control.

### SECTION 3

#### CLOSING CONDITIONS

**3.1 Conditions Precedent.** This Amendment No. 1 shall become effective as of the Amendment Date upon:

(a) receipt by the Administrative Agent of counterparts of this Amendment No. 1, duly executed by the Parent Borrower and each other Credit Party, the Administrative Agent and the Required Lenders;

(b) all Lenders who have executed this Amendment prior to 5:00 P.M. New York City time on June 27, 2012 shall have received a fee equal to 0.25% of their outstanding Revolving Commitments and Term Loans;

(c) all reasonable out-of-pocket fees and expenses incurred by the Administrative Agent, including all reasonable invoiced fees and expenses of counsel to the Administrative Agent, to the extent invoiced at least 1 Business Day prior to the date hereof, shall have been paid or reimbursed, on or prior to the date hereof;

(d) both immediately before and after giving effect to this Amendment No. 1, the representations and warranties of the Credit Parties contained in Article VI of the Credit Agreement shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date); and

(e) no Default or Event of Default shall exist on the date hereof both before and after giving effect to this Amendment No. 1.

### SECTION 4

#### MISCELLANEOUS

**4.1 Amended Terms.** The term “Credit Agreement” as used in each of the Credit Documents shall hereafter mean the Credit Agreement as amended by this Amendment No. 1. Except as specifically amended hereby or otherwise agreed, each of the Credit Documents are hereby ratified and confirmed and shall remain in full force and effect according to their respective terms.

[Amendment No. 1]

---

**4.2 Credit Document.** This Amendment No. 1 shall constitute a Credit Document under the terms of the Credit Agreement and shall be subject to the terms and conditions thereof (including, without limitation, Sections 11.14 and 11.15 of the Credit Agreement).

**4.3 Entirety.** This Amendment No. 1 and the other Credit Documents embody the entire agreement between the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

**4.4 Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts of this Amendment No. 1 by facsimile or electronic mail shall be effective as an original and shall constitute a representation that an original shall be delivered.

[Signature pages follow]

[Amendment No. 1]

---

**IN WITNESS WHEREOF**, each of the parties hereto has caused a counterpart of this Amendment No. 1 to be duly executed and delivered as of the date first above written.

**PARENT BORROWER:**

LIVE NATION ENTERTAINMENT, INC.

By: /s/ Michael Rowles  
Name: Michael Rowles  
Title: Executive Vice President, General Counsel and Secretary

**DOMESTIC GUARANTORS:**

LN ACQUISITION HOLDCO LLC

By: LIVE NATION ENTERTAINMENT, INC.,  
its sole member

By: /s/ Michael Rowles  
Name: Michael Rowles  
Title: Executive Vice President, General Counsel and Secretary

CONNECTICUT PERFORMING ARTS PARTNERS

By: NOC, INC.,  
a general partner

By: /s/ Kathy Willard  
Name: Kathy Willard  
Title: Executive Vice President

By: CONNECTICUT AMPHITHEATER  
DEVELOPMENT CORPORATION,  
a general partner

By: /s/ Kathy Willard  
Name: Kathy Willard  
Title: Executive Vice President

[Amendment No. 1]

---

BILL GRAHAM ENTERPRISES, INC.  
CELLAR DOOR VENUES, INC.  
COBB'S COMEDY INC.  
CONNECTICUT AMPHITHEATER  
DEVELOPMENT CORPORATION  
CONNECTICUT PERFORMING ARTS, INC.  
EVENING STAR PRODUCTIONS, INC.  
EVENTINVENTORY.COM, INC.  
EVENT MERCHANDISING INC.  
FILLMORE THEATRICAL SERVICES  
FLMG HOLDINGS CORP.  
HOB MARINA CITY, INC.  
HOUSE OF BLUES SAN DIEGO, LLC  
IAC PARTNER MARKETING, INC.  
LIVE NATION LGTOURS (USA), LLC  
LIVE NATION MARKETING, INC.  
LIVE NATION MTOURS (USA), INC.  
LIVE NATION TOURING (USA), INC.  
LIVE NATION UTOURS (USA), INC.  
LIVE NATION WORLDWIDE, INC.  
MICROFLEX 2001 LLC  
NETTICKETS.COM, INC.  
NEW YORK THEATER, LLC  
NOC, INC.  
OPENSEATS, INC.  
PREMIUM INVENTORY, INC.  
SHORELINE AMPHITHEATRE, LTD.  
SHOW ME TICKETS, LLC  
THE V.I.P. TOUR COMPANY  
TICKETMASTER ADVANCE TICKETS, L.L.C.  
TICKETMASTER CALIFORNIA GIFT  
CERTIFICATES L.L.C.  
TICKETMASTER CHINA VENTURES, L.L.C.  
TICKETMASTER EDCS LLC  
TICKETMASTER FLORIDA GIFT CERTIFICATES  
L.L.C.  
TICKETMASTER GEORGIA GIFT CERTIFICATES  
L.L.C.  
TICKETMASTER-INDIANA, L.L.C.  
TICKETMASTER L.L.C.  
TICKETMASTER MULTIMEDIA HOLDINGS LLC  
TICKETMASTER NEW VENTURES HOLDINGS,  
INC.  
TICKETMASTER WEST VIRGINIA GIFT  
CERTIFICATES L.L.C.  
TICKETSNOW.COM, INC.  
TICKETWEB, LLC  
TM VISTA INC.  
TNA TOUR II (USA) INC.  
TNOW ENTERTAINMENT GROUP, INC.

By: /s/ Kathy Willard  
Name: Kathy Willard  
Title: Executive Vice President

[Amendment No. 1]

---

HOB BOARDWALK, INC.  
HOB CHICAGO, INC.  
HOB ENTERTAINMENT, LLC  
HOB PUNCH LINE S.F. CORP.  
HOUSE OF BLUES ANAHEIM RESTAURANT  
CORP.  
HOUSE OF BLUES CLEVELAND, LLC  
HOUSE OF BLUES CONCERTS, INC.  
HOUSE OF BLUES DALLAS RESTAURANT CORP.  
HOUSE OF BLUES HOUSTON RESTAURANT  
CORP.  
HOUSE OF BLUES LAS VEGAS RESTAURANT  
CORP.  
HOUSE OF BLUES LOS ANGELES RESTAURANT  
CORP.  
HOUSE OF BLUES MYRTLE BEACH  
RESTAURANT CORP.  
HOUSE OF BLUES NEW ORLEANS  
RESTAURANT CORP.  
HOUSE OF BLUES ORLANDO RESTAURANT  
CORP.  
HOUSE OF BLUES RESTAURANT HOLDING  
CORP.  
HOUSE OF BLUES SAN DIEGO RESTAURANT  
CORP.  
LIVE NATION CHICAGO, INC.  
LIVE NATION CONCERTS, INC.  
LIVE NATION MID-ATLANTIC, INC.

By: /s/ Michael Rowles

Name: Michael Rowles

Title: President

LIVE NATION MERCHANDISE, INC.  
LIVE NATION STUDIOS, LLC  
LIVE NATION TICKETING, LLC  
LIVE NATION VENTURES, INC.

By: /s/ Michael Rowles

Name: Michael Rowles

Title: Executive Vice President

[Amendment No. 1]

---

LIVE NATION BOGART, LLC  
LIVE NATION – HAYMON VENTURES, LLC  
MICHIGAN LICENSES, LLC  
MUSICTODAY, LLC  
WILTERN RENAISSANCE LLC

By: LIVE NATION WORLDWIDE, INC.,  
its sole member

By: /s/ Kathy Willard  
Name: Kathy Willard  
Title: Executive Vice President

AZOFF PROMOTIONS LLC  
CAREER ARTIST MANAGEMENT LLC  
ENTERTAINERS ART GALLERY LLC  
FEA MERCHANDISE INC.  
FRONT LINE BCC LLC  
FRONT LINE MANAGEMENT GROUP, INC.  
ILA MANAGEMENT, INC.  
MORRIS ARTISTS MANAGEMENT LLC  
SPALDING ENTERTAINMENT, LLC  
VECTOR MANAGEMENT LLC  
VECTOR WEST, LLC  
VIP NATION, INC.

By: /s/ Michael Rowles  
Name: Michael Rowles  
Title: Assistant Secretary

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: /s/ Tina Ruyter  
Name: Tina Ruyter  
Title: Executive Director

[Amendment No. 1]

## CERTIFICATION OF CHIEF EXECUTIVE OFFICER

## CERTIFICATION

I, Michael Rapino, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Live Nation Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2012

By: /s/ Michael Rapino

Michael Rapino  
President and Chief Executive Officer

## CERTIFICATION OF CHIEF FINANCIAL OFFICER

**CERTIFICATION**

I, Kathy Willard, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Live Nation Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2012

By: /s/ Kathy Willard

Kathy Willard  
Chief Financial Officer



SECTION 1350 CERTIFICATION OF CHIEF EXECUTIVE OFFICER

In connection with this Quarterly Report of Live Nation Entertainment, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael Rapino, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 7, 2012

By: /s/ Michael Rapino  
Michael Rapino  
President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

SECTION 1350 CERTIFICATION OF CHIEF FINANCIAL OFFICER

In connection with this Quarterly Report of Live Nation Entertainment, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kathy Willard, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 7, 2012

By: /s/ Kathy Willard

Kathy Willard  
Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.