
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported):

December 18, 2006

Live Nation, Inc.

(Exact name of registrant as specified in its charter)

Delaware

001-32601

20-3247759

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

9348 Civic Center Drive, Beverly Hills,
California

90210

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

310-867-7000

Not Applicable

Former name or former address, if changed since last report

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On December 18, 2006, Live Nation Worldwide, Inc. ("Worldwide") increased the amount of its term borrowings under its existing credit agreement (the "Credit Agreement") by \$25 million, pursuant to that certain Incremental Assumption Agreement and Amendment No. 3, dated as of December 11, 2006 ("Amendment No. 3"), with JPMorgan Chase Bank, N.A., as administrative agent, and JPMorgan Chase Bank, N.A. and Bank of America, N.A., as the initial lenders. Amendment No. 3 became effective on December 18, 2006 when certain conditions set forth in Amendment No. 3 were satisfied. As provided for in the Credit Agreement, Amendment No. 3 increased the amount available for Worldwide to borrow on term loans under the Credit Agreement by \$25 million and, in combination with a non-material Amendment No. 2 to the Credit Agreement, dated as of December 6, 2006 ("Amendment No. 2"), amended the terms of the Credit Agreement to provide that all term loans outstanding under the Credit Agreement now (i) bear interest at per annum floating rates equal, at Worldwide's option, to either (1) the base rate (which is the greater of the prime rate offered by the administrative agent or the federal funds rate plus 0.50%) plus 1.75% or (2) Adjusted LIBOR plus 2.75%; (ii) commencing on March 31, 2007, will be payable in quarterly installments of principal, each in an amount equal to 0.25% of the aggregate amount outstanding on term loans under the Credit Agreement, except the final quarterly principal installment will be payable in the amount of the balance of the term loans; (iii) mature on December 21, 2013; and (iv) will not be subject to a prepayment penalty. In all other respects, amounts borrowed on term loans under the Credit Agreement will be governed by the same covenants, conditions, terms and other provisions that previously governed amounts borrowed on term loans under the Credit Agreement.

The additional \$25 million term loan was used to repay outstanding revolving credit borrowings under the Credit Agreement.

The foregoing description of Amendment No. 3 and Amendment No. 2 is qualified in its entirety by the text of Amendment No. 3 and Amendment No. 2, as they are supplemented by the Credit Agreement, each of which is filed as an exhibit to, or incorporated by reference in, this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The information in the Exhibit Index of this Current Report on Form 8-K is incorporated into this Item 9.01(d) by reference.

SIGNATURES

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

Live Nation, Inc.

December 21, 2006

By: Kathy Willard

*Name: Kathy Willard
Title: Executive Vice President and Chief Accounting
Officer*

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
4.1	Credit Agreement dated as of December 21, 2005, among SFX Entertainment, Inc. (now known as Live Nation Worldwide, Inc.) and the Foreign Borrowers party thereto, as Borrowers, and CCE Spinco, Inc. (now known as Live Nation, Inc.), the Lenders party thereto, JPMorgan Chase Bank N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, J.P. Morgan Europe Limited, as London Agent, Bank of America, N.A., as Syndication Agent, and J.P. Morgan Securities Inc. and Bank of America Securities LLC, as Co-Lead Arrangers and Joint Bookrunners (incorporated by reference to Exhibit 10.11 of Live Nation, Inc.'s Current Report on Form 8-K filed December 23, 2005)
4.2	Incremental Assumption Agreement and Amendment No. 1 dated as of November 3, 2006, to the Credit Agreement dated as of December 21, 2005, among Live Nation, Inc., Live Nation Worldwide, Inc. and the Foreign Borrowers party thereto, as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, J.P. Morgan Europe Limited, as London Agent, and Bank of America, N.A., as Syndication Agent (incorporated by reference to Exhibit 4.2 of Live Nation, Inc.'s Current Report on Form 8-K filed November 9, 2006)
4.3	Amendment No. 2 dated as of December 6, 2006, to the Credit Agreement dated as of December 21, 2005, as amended as of November 3, 2006, among Live Nation, Inc., Live Nation Worldwide, Inc. and the Foreign Borrowers party thereto, as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, J.P. Morgan Europe Limited, as London Agent, and Bank of America, N.A., as Syndication Agent
4.4	Incremental Assumption Agreement and Amendment No. 3 dated as of December 11, 2006, to the Credit Agreement dated as of December 21, 2005, as amended as of November 3, 2006 and December 11, 2006, among Live Nation, Inc., Live Nation Worldwide, Inc. and the Foreign Borrowers party thereto, as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, J.P. Morgan Europe Limited, as London Agent, and Bank of America, N.A., as Syndication Agent

Credit Agreement, dated as of December 21, 2005, among SFX Entertainment, Inc. (now known as Live Nation Worldwide, Inc.) and the Foreign Borrowers party thereto, as Borrowers, and CCE Spinco, Inc. (now known as Live Nation, Inc.), the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, J.P. Morgan Europe Limited, as London Agent, Bank of America, N.A., as Syndication Agent, and J.P. Morgan Securities Inc. and Bank of America Securities LLC, as Co-Lead Arrangers and Joint Bookrunners (incorporated by reference to Exhibit 10.11 of Live Nation Inc.'s Current Report on Form 8-K filed December 23, 2005)

Incremental Assumption Agreement and Amendment No. 1 dated as of November 3, 2006, to the Credit Agreement dated as of December 21, 2005, among Live Nation, Inc., Live Nation Worldwide, Inc. and the Foreign Borrowers party thereto, as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, J.P. Morgan Europe Limited, as London Agent, and Bank of America, N.A., as Syndication Agent (incorporated by reference to Exhibit 4.2 of Live Nation, Inc.'s Current Report on Form 8-K filed November 9, 2006)

AMENDMENT NO. 2 (this "Amendment") dated as of

December 6, 2006, to the CREDIT AGREEMENT dated as of December 21, 2005, as amended as of November 3, 2006 (the "Credit Agreement"), among LIVE NATION, INC. (f/k/a CCE SPINCO, INC.), LIVE NATION WORLDWIDE, INC. (f/k/a SFX ENTERTAINMENT, INC.) and the FOREIGN BORROWERS party thereto, as Borrowers, JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Administrative Agent, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Canadian Agent, J.P. MORGAN EUROPE LIMITED, as London Agent, and BANK OF AMERICA, N.A. ("BofA"), as Syndication Agent.

A. Pursuant to the Credit Agreement, the Lenders and the Issuing Banks (such terms and each other capitalized term used but not defined herein having the meaning assigned to such term in the Credit Agreement (as amended hereby)) have extended credit to the US Borrower, and have agreed to extend credit to the Borrowers, in each case pursuant to the terms and subject to the conditions set forth therein.

B. The Borrowers and the undersigned Lenders have agreed to modify the definition of the term "Applicable Rate" pursuant to the terms and conditions set forth herein.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Amendment to Section 1.01. The definition of the term "Applicable Rate" in Section 1.01 of the Credit Agreement is hereby amended by deleting clauses (a) and (b) of the first paragraph thereof and inserting the following text in its place: "(a) with respect to any Term Loan or Incremental Term Loan, (i) 1.75% per annum, in the case of an ABR Loan, or (ii) 2.75% per annum, in the case of a Eurocurrency Loan and (b)".

SECTION 2. Representations and Warranties. Each of Parent and the US Borrower represents and warrants to the Agents and to each of the Lenders that:

(a) This Amendment is within the corporate or other organizational powers of each of Parent and the US Borrower and has been duly authorized by all necessary corporate or other organizational action and, if required, stockholder or other equity holder action. This Amendment has been duly executed and delivered by each of Parent and the US Borrower and constitutes a legal, valid and binding obligation of each of Parent and the US Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) This Amendment (i) does not require any consent or approval of, registration or filing with or any other action by any Governmental Authority to be made or obtained by Parent or the US Borrower pursuant to any applicable law, rule or regulation applicable to it, except such as have been obtained or made and are in full force and effect, (ii) will not violate any law, rule or regulation applicable to it or the charter, by-laws or other organizational documents of Parent or the US Borrower or any order of any Governmental Authority binding on any of them, (iii) will not result in a breach of, or constitute a default under, any indenture or other material agreement or instrument binding upon Parent or the US Borrower or their assets, or give rise to a right thereunder to require any payment to be made by Parent or the US Borrower, and (iv) will not result in the creation or imposition of any Lien on any asset of Parent or the US Borrower pursuant to the express provisions of any indenture or other material agreement or instrument to which it is a party or bound.

SECTION 3. Conditions to Effectiveness. This Amendment shall become effective as of the date first above written (the "Amendment No. 2 Effective Date") when (a) the Administrative Agent shall have received counterparts of this Amendment that, when taken together, bear the signatures of Parent, the US Borrower and the Required Lenders and (b) all fees and other amounts due and payable on or prior to the Amendment No. 2 Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including fees, charges and disbursements of counsel) required to be reimbursed or paid by Parent or the US Borrower hereunder shall have been paid or reimbursed.

SECTION 4. Amendment. This Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by Parent, the US Borrower, the Administrative Agent and the requisite Lenders under Section 9.02 of the Credit Agreement (after giving effect to this Amendment).

SECTION 5. Credit Agreement. Except as expressly set forth herein, this Amendment shall not by

Agent,

By: _____

/s/ Thomas H. Koziark

Name: Thomas H. Koziark

Title:

Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

AMMC CLO III, LIMITED By: American Money Management Corp., as Collateral Manager

By:

/s/ David P. Meyer

Name: David P. Meyer

Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

AMMC CLO IV, LIMITED By: American Money Management Corp., as Collateral Manager

By:

/s/ David P. Meyer

Name: David P. Meyer

Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

AMMC CLO V, LIMITED By: American Money Management Corp., as Collateral Manager

By:

/s/ David P. Meyer

Name: David P. Meyer

Title: Senior Vice President

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JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

AMMC VII, LIMITED By: American Money Management Corp., as Collateral Manager

By: /s/ David P. Meyer
Name: David P. Meyer
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

ATLAS LOAN FUNDING 7, LLC By: Atlas Capital Funding, Ltd. By: Structured Asset Investors, LLC its Investment Manager

By: /s/ Diana M. Himes
Name: Diana M. Himes
Title: Associate

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To Approve Amendment No. 2:

AVENUE CLO FUND, LIMITED

By: /s/ Richard D'Addario
Name: Richard D'Addario
Title: Senior Portfolio Manager

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To Approve Amendment No. 2:

AVERY STREET CLO, LTD.

By: /s/ R. Ian O'Keeffe

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To Approve Amendment No. 2:

BANK OF AMERICA, N.A.

By: /s/ Scott Conner
Name: Scott Conner
Title: Vice President

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To Approve Amendment No. 2:

BIG SKY III SENIOR LOAN TRUST
By: EATON VANCE MANAGEMENT
AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield
Name: Payson F. Swaffield
Title: Vice President

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To Approve Amendment No. 2:

Callidus Debt Partners CLO Fund II, Ltd.. By: Its Collateral Manager, Callidus Capital Management, LLC
By: /s/ Peter R. Bennitt

Name: Peter R. Bennitt
Title: Principal

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY

THERE TO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

By: Callidus Debt Partners CLO Fund III Ltd. By: Its Collateral Manager, Callidus Capital Management, LLC

/s/ Peter R. Bennitt

Name: Peter R. Bennitt

Title: Principal

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To Approve Amendment No. 2:

CONFLUENT 4 LIMITED, As Lender By: Loomis, Sayles & Company, L.P., as Sub-Manager By: Loomis, Sayles & Company, Incorporated, Its General Partner

By: /s/ Kevin J. Perry

Name: Kevin J. Perry

Title: Vice President

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To Approve Amendment No. 2:

DEUTSCHE BANK AG, NEW YORK BRANCH

By: /s/ Susan LeFevre

Name: Susan LeFevre

Title: Director

By: /s/ Evelyn Thierry

Name: Evelyn Thierry

Title: Vice President

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LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

EAGLE CREEK CLO, LTD.

By: /s/ Thomas N. Davis
Name: Thomas N. Davis
Title: Authorized Signor

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

EATON VANCE CDO VI LTD. BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield
Name: Payson F. Swaffield
Title: Vice President

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To Approve Amendment No. 2:

Eaton Vance CDO VII PLC
By: Eaton Vance Management
as Interim Investment Advisor

/s/ Payson F. Swaffield
Name: Payson F. Swaffield
Title: Vice President

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To Approve Amendment No. 2:

Eaton Vance CDO VIII, Ltd. By: Eaton Vance Management As Investment Advisor
By: /s/ Payson F. Swaffield

Name: Payson F. Swaffield

Title: Vice President

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To Approve Amendment No. 2:

Eaton Vance CDO XI, LTD
By: Eaton Vance Management
As Investment Advisor
By:

/s/ Payson F. Swaffield

Name: Payson F. Swaffield

Title: Vice President

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To Approve Amendment No. 2:

EATON VANCE FLOATING-RATE INCOME TRUST
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield

Name: Payson F. Swaffield

Title: Vice President

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To Approve Amendment No. 2:

EATON VANCE INSTITUTIONAL SENIOR LOAN FUND
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield

Name: Payson F. Swaffield

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

EATON VANCE
LIMITED DURATION INCOME FUND
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield
Name: Payson F. Swaffield
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

EATON VANCE SENIOR
FLOATING-RATE TRUST
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield
Name: Payson F. Swaffield
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

EATON VANCE SENIOR INCOME TRUST
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield
Name: Payson F. Swaffield
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE

LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

EATON VANCE SHORT DURATION DIVERSIFIED INCOME FUND
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield
Name: Payson F. Swaffield
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Eaton Vance Variable Leverage Fund Ltd. By: Eaton Vance Management As Investment Advisor

By: /s/ Payson F. Swaffield

Name: Payson F. Swaffield

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

EATON VANCE
VT FLOATING-RATE INCOME FUND
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield
Name: Payson F. Swaffield
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

FALL CREEK CLO, LTD.

/s/ Thomas N. Davis

Name: Thomas N. Davis

Title: Authorized Signor

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

FINCH FUNDING LLC

By: /s/ Kristi Milton

Name: Kristi Milton

Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

FOUNDERS GROVE CLO, LTD. By: Tall Tree Investment Management, LLC, as Collateral Manager

By: /s/ Michael J. Starshak, Jr.

Name: Michael J. Starshak, Jr.

Title: Officer

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

GOLDMAN SACHS CREDIT PARTNERS, L.P.

By: /s/ Bruce H. Mendelsohn

Name: Bruce H. Mendelsohn

Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG

LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

GRANITE VENTURES II LTD. By: Stone Tower Debt Advisors LLC, as its Collateral Manager

By: /s/ Michael W. Delpercio
Name: Michael W. Delpercio
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

GRANITE VENTURES III LTD. By: Stone Tower Debt Advisors LLC, as its Collateral Manager

By: /s/ Michael W. Delpercio
Name: Michael W. Delpercio
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Grant Grove CLO, Ltd. By: Tall Tree Investment Management, LLC, as Collateral Manager

By: /s/ Michael J. Starshak, Jr.

Name: Michael J. Starshak, Jr.

Title: Officer

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

GRAYSON & CO BY: BOSTON MANAGEMENT AND RESEARCH AS INVESTMENT ADVISOR

By: /s/ Payson F. Swaffield
Name: Payson F. Swaffield
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

GULF STREAM COMPASS CLO 2002-1 LTD

By: Gulf Stream Asset Management LLC

As Collateral Manager

By: /s/ Jeanette W. Bumgarner

Name:

Title: Collateral Manager

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

GULF STREAM-COMPASS CLO 2005-II LTD

By: Gulf Stream Asset Management, LLC

As Collateral Manager

By: /s/ Jeanette W. Bumgarner

Name:

Title: Collateral Manager

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

GULF STREAM-RASHINBAN CLO 2006-1 LTD

By: Gulf Stream Asset Management, LLC

As Collateral Manager

By: /s/ Jeanette W. Bumgarner

Name:

Title: Collateral Manager

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Harch CLO III, LTD

By: /s/ Michael E. Lewitt

Name: Michael E. Lewitt

Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

IXIS Loomis Sayles Senior Loan Fund By: Loomis, Sayles and Company, L.P. its manager By: Loomis, Sayles and Company, Inc. its general partner

By: /s/ Kevin J. Perry

Name: Kevin J. Perry

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

JUPITER LOAN FUNDING LLC

By: /s/ Kristi Milton

Name: Kristi Milton

Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Landmark V CDO Limited
By: Aladdin Capital Management, LLC
as Manager

By: /s/ Alyse Kelly
Name: Alyse Kelly
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Landmark VI CDO Limited
By: Aladdin Capital Management, LLC
as Manager

By: /s/ Alyse Kelly
Name: Alyse Kelly
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Landmark VII CDO Limited
By: Aladdin Capital Management, LLC
as Manager

By: /s/ Alyse Kelly
Name: Alyse Kelly
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT,

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

LATITUDE CLO I LTD.

By: /s/ Kirk Wallace
Name: Kirk Wallace
Title: Senior VP

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

LATITUDE CLO II LTD.

By: /s/ Kirk Wallace
Name: Kirk Wallace
Title: Senior VP

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

LOOMIS SAYLES CLO 1, LTD. By: Loomis, Sayles and Company, L.P. its collateral manager By: Loomis Sayles and Company, Inc. its general partner

By: /s/ Kevin P. Charleston
Name: Kevin P. Charleston
Title: Executive Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

THE LOOMIS SAYLES SENIOR LOAN FUND, LLC By: Loomis Sayles and Company, L.P. its manager By: Loomis Sayles and Company, Inc. its general partner

By: /s/ Kevin J. Perry

Name: Kevin J. Perry
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

THE LOOMIS SAYLES SENIOR LOAN FUND II LLC By: Loomis Sayles and Company, L.P. Its Managing Member By: Loomis Sayles and Company, Inc. Its General Partner

By: /s/ Kevin J. Perry
Name: Kevin J. Perry
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

MERRILL LYNCH CAPITAL CORPORATION

By: /s/ Nancy Meadows
Name: Nancy Meadows
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Mountain View CLO II, Ltd. By: Seix Structured Products, LLC, as warehouse manager

By: /s/ George Goudelias
Name: George Goudelias
Title: VP, Seix Structured Products, LLC

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE

LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Mountain View Funding CLO 2006-I, Ltd. By: Seix Advisors, a fixed income division of Trusco Capital Management, Inc., as Collateral Manager

By: /s/ George Goudelias

Name: George Goudelias

Title: PM, Seix Advisors

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

NACM CLO I

By: /s/ Joanna Willars

Name: Joanna Willars

Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

National City Bank

By: /s/ Christian Kalmbach

Name: Christian Kalmbach

Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Nuveen Floating Rate Income Fund

By: Symphony Asset Management LLC

By: /s/ Lenny Mason

Name: Lenny Mason
Title: Portfolio Manager

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Nuveen Floating Rate Income Opportunity Fund
By: Symphony Asset Management LLC

By: /s/ Lenny Mason
Name: Lenny Mason
Title: Portfolio Manager

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

SCOTIA BANK (IRELAND) LIMITED

By: /s/ Neam Ahmed
Name: Neam Ahmed
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

SENIOR DEBT PORTFOLIO By: Boston Management and Research as Investment Advisor

By: /s/ Payson F. Swaffield

Name: Payson F. Swaffield

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT,

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

STI Classic Seix Floating Rate High Income Fund By: Seix Advisors, a fixed income division of Trusco Capital Management, Inc.

By: /s/ George Goudelias

Name: George Goudelias

Title: PM, Seix Advisors

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Stone Tower CLO IV, Ltd. By: Stone Tower Debt Advisors LLC, as its Collateral Manager

By: /s/ Michael W. Delpercio

Name: Michael W. Delpercio

Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Stone Tower CLO V, Ltd. By: Stone Tower Debt Advisors LLC, as its Collateral Manager

By: /s/ Michael W. Delpercio

Name: Michael W. Delpercio

Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Stone Tower CLO VI, Ltd. By: Stone Tower Debt Advisors LLC, as its Collateral Manager

By: /s/ Michael W. Delpercio

Name: Michael W. Delpercio

Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

SunTrust Bank

By: /s/ Nicholas Luzecky

Name: Nicholas Luzecky

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Symphony CLO I

By: Symphony Asset Management LLC

By: /s/ Lenny Mason

Name: Lenny Mason

Title: Portfolio Manager

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

THE NORINCHUKIN BANK NEW YORK BRANCH, through State Street Bank and Trust Company N.A. as Fiduciary Custodian By: Eaton Vance Management, Attorney-in-fact

By: /s/ Payson F. Swaffield

Name: Payson F. Swaffield

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Trimaran CLO IV LTD. By: Trimaran Advisors, L.L.C.

By: /s/ David M. Millison
Name: David M. Millison
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

Trimaran CLO V. LTD. By: Trimaran Advisors, L.L.C.

By: /s/ David M. Millison
Name: David M. Millison
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

WACHOVIA BANK, N.A.

By: /s/ Mark L. Cook
Name: Mark L. Cook
Title: Director

SIGNATURE PAGE TO AMENDMENT NO. 2 DATED AS OF DECEMBER 11, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED AS OF NOVEMBER 3, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve Amendment No. 2:

WB Loan Funding 5 LLC

By:

/s/ Diana M. Himes

Name: Diana M. Himes

Title: Associate

INCREMENTAL ASSUMPTION AGREEMENT AND AMENDMENT NO. 3 (this "Amendment") dated as of December 11, 2006, to the CREDIT AGREEMENT dated as of December 21, 2005, as amended by the Incremental Assumption Agreement and Amendment No. 1 dated as of November 3, 2006, and Amendment No. 2 dated as of December 11, 2006 (the "Credit Agreement"), among LIVE NATION, INC. (f/k/a CCE SPINCO, INC.), LIVE NATION WORLDWIDE, INC. (f/k/a SFX ENTERTAINMENT, INC.) and the FOREIGN BORROWERS party thereto, as Borrowers, JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Administrative Agent, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Canadian Agent, J.P. MORGAN EUROPE LIMITED, as London Agent, and BANK OF AMERICA, N.A. ("BofA"), as Syndication Agent.

A. Pursuant to the Credit Agreement, the Lenders and the Issuing Banks (such terms and each other capitalized term used but not defined herein having the meaning assigned to such term in the Credit Agreement (as amended hereby)) have extended credit to the US Borrower and have agreed to extend credit to the Borrowers, in each case pursuant to the terms and subject to the conditions set forth therein.

B. Pursuant to Section 2.21 of the Credit Agreement, the US Borrower has requested that the Incremental Term Lenders provide Incremental Term Loans to the US Borrower under the Credit Agreement in an aggregate principal amount of U.S. \$25,000,000. After giving effect to this Amendment, the available Incremental Amount shall be

U.S. \$25,000,000.

C. The Incremental Term Lenders are willing to provide such Incremental Term Loans to the US Borrower pursuant to the terms and subject to the conditions set forth herein.

D. J.P. Morgan Securities Inc. ("JPMorgan") and Banc of America Securities LLC ("BAS" and, together with JPMorgan, the "Lead Arrangers") will act as co-lead arrangers and joint bookrunners in respect of such Incremental Term Loans.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. As used in this Amendment, the following terms have the meanings specified below:

"Amendment Transactions" means the execution and delivery of this Amendment and the Reaffirmation Agreement (as defined in Section 4(g) hereof) by each Person party hereto or thereto, the satisfaction of the conditions to the effectiveness hereof and thereof and the consummation of the transactions contemplated hereby and thereby.

"Incremental Effective Date" shall mean the first Business Day on or after December 11, 2006, on which all the conditions set forth or referred to in Section 4 hereof shall have been satisfied (or waived by each of the Administrative Agent and the Incremental Term Lenders), but in no event later than December 21, 2006.

"Incremental Term Lenders" means the Persons listed on Schedule 1 hereto.

"Incremental Term Commitment" means, with respect to each Incremental Term Lender, the commitment of such Incremental Term Lender to make an Incremental Term Loan hereunder on the Incremental Effective Date, expressed as an amount representing the maximum principal amount of the Incremental Term Loan to be made by such Incremental Term Lender hereunder, as set forth on Schedule 1 hereto. The aggregate amount of the Incremental Term Commitments of all Incremental Term Lenders as of the date of this Amendment will be U.S. \$25,000,000.

"Initial Incremental Term Loans" means the Incremental Term Loans (as defined in the Incremental Assumption Agreement and Amendment No. 1 dated as of November 3, 2006, among Parent, the US Borrower, the Incremental Term Lenders party thereto and the Administrative Agent).

SECTION 2. Commitment. Subject to the terms and conditions set forth herein, each Incremental Term Lender agrees to make an Incremental Term Loan to the US Borrower on the Incremental Effective Date in a principal amount not exceeding such Incremental Term Lender's Incremental Term Commitment. The funding of the Incremental Term Loans on the Incremental Effective Date shall be consummated at a closing to be held at the offices of Cravath, Swaine & Moore LLP, or at such other place as the US Borrower and the Administrative Agent shall agree upon. When funded, the Incremental Term Loans shall be deemed for all purposes under the Credit Agreement (a) to be made upon

and subject to the same terms as, and in all such respects identical to, the Initial Incremental Term Loans and (b) to constitute the same Borrowing as the Borrowing of the Initial Incremental Term Loans. Unless previously terminated, the Incremental Term Commitments shall terminate at 5:00 p.m., New York City time, on the Incremental Effective Date.

SECTION 3. Amendment to Section 1.01. The definition of the term “ Incremental Assumption Agreement” shall be deleted and restated in its entirety as follows:

“Incremental Assumption Agreement” means each of (a) the Incremental Assumption Agreement and Amendment No. 1 dated as of November 3, 2006, among Parent, the US Borrower, the Incremental Term Lenders party thereto and the Administrative Agent and (b) the Incremental Assumption Agreement and Amendment No. 3 dated as of December 11, 2006, among Parent, the US Borrower, the Incremental Term Lenders party thereto and the Administrative Agent .

SECTION 4. Conditions to Funding. The obligations of the Incremental Term Lenders to make the Incremental Term Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied:

(a) The Administrative Agent (or, in the case of clause (ii) below, its counsel) shall have received (i) from the US Borrower, at or prior to the time required by Section 2.03 of the Credit Agreement, a Borrowing request with respect to the Borrowing of the Incremental Term Loans (A) that complies with the requirements of Section 2.03 of the Credit Agreement, provided that the initial Interest Period with respect to any Eurocurrency Borrowing of the Incremental Term Loans shall end on December 29, 2006, and (B) pursuant to which the US Borrower agrees that the provisions of Section 2.16 of the Credit Agreement shall apply to any failure by the US Borrower to borrow the Incremental Term Loans on the Incremental Effective Date and (ii) from each of Parent, the US Borrower and the Incremental Term Lenders party hereto, either (A) a counterpart of this Amendment signed on behalf of such party or (B) written evidence satisfactory to the Administrative Agent (which may include telecopy or other electronic transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment.

(b) The consummation of the Amendment Transactions and the other transactions contemplated hereby shall not result in (i) a violation by Parent or any of its Subsidiaries of any material law, rule or regulation generally applicable to Parent or any of its Subsidiaries or (ii) a default or event of default under any existing material obligation of Parent or any of its Subsidiaries under any agreement to which Parent or any of its Subsidiaries is a party, in each case after giving effect to the Amendment Transactions and the other transactions contemplated hereby, and the Administrative Agent and the Lead Arrangers shall have received a favorable written opinion (addressed to the Administrative Agent and the Incremental Term Lenders and dated the Incremental Effective Date) of each of (x) Fulbright & Jaworski L.L.P., special counsel for the US Borrower, and (y) other counsel to Parent, the US Borrower and the other Subsidiaries, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel. Each of Parent and the US Borrower hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the Amendment Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Amendment Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(d) On the Incremental Effective Date, (i) the conditions set forth in paragraphs (a) and (b) of Section 4.02 of the Credit Agreement shall be satisfied, (ii) the US Borrower shall agree to use the proceeds of the Incremental Term Loans to repay outstanding Revolving Loans on or before December 29, 2006, (iii) immediately before and after giving pro forma effect to this Amendment and the making of the Incremental Term Loans hereunder and the application of the proceeds therefrom, no Default shall have occurred and be continuing (including any Default under Sections 6.13, 6.14, 6.15 or 6.16 of the Credit Agreement) and (iv) the Administrative Agent shall have received a certificate, dated the Incremental Effective Date and signed by a Financial Officer of the US Borrower, confirming compliance with the conditions set forth in clauses (i), (ii) and (iii) of this paragraph (d).

(e) All consents and approvals required to be obtained by any Loan Party from any Governmental Authority or other Person in connection with the Amendment Transactions shall have been obtained, and all applicable waiting or appeal periods (including any extensions thereof) shall have expired, in each case without the imposition of any burdensome conditions. There shall be no governmental or judicial action, actual or threatened, that could reasonably be expected to restrain, prevent or impose burdensome conditions on the Amendment Transactions or the

other transactions contemplated hereby.

(f) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Incremental Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including fees, charges and disbursements of counsel) required to be reimbursed or paid by any Loan Party hereunder or under any other Loan Document.

(g) A Reaffirmation Agreement substantially in the form of Exhibit A hereto (the “Reaffirmation Agreement”) shall have been executed and delivered by each party thereto.

Notwithstanding the foregoing, the obligations of the Incremental Term Lenders to make Incremental Term Loans shall not become effective unless each of the foregoing conditions is satisfied at or prior to 5:00 p.m., New York City time, on December 21, 2006 (and, in the event such conditions are not so satisfied, this Amendment shall terminate at such time).

SECTION 5. Representations and Warranties. Each of Parent and the US Borrower represents and warrants to the Agents and to each of the Lenders that:

(a) The Amendment Transactions to be entered into by each Loan Party are within such Loan Party’s corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational action and, if required, stockholder or other equity holder action. This Amendment has been duly executed and delivered by each of Parent and the US Borrower and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of Parent, the US Borrower or such Loan Party (as the case may be), enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) The Amendment Transactions to be entered into by each Loan Party (i) do not require any consent or approval of, registration or filing with or any other action by any Governmental Authority to be made or obtained by any Loan Party pursuant to any applicable law, rule or regulation applicable to it, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created under the Loan Documents, (ii) will not violate any law, rule or regulation applicable to it or the charter, by-laws or other organizational documents of Parent, any Borrower or any other Subsidiary or any order of any Governmental Authority binding on any of them, (iii) will not result in a breach of, or constitute a default under, any indenture or other material agreement or instrument binding upon Parent, any Borrower or any other Subsidiary or its assets, or give rise to a right thereunder to require any payment to be made by Parent, any Borrower or any other Subsidiary, and (iv) will not result in the creation or imposition of any Lien on any asset of Parent, any Borrower or any other Subsidiary pursuant to the express provisions of any indenture or other material agreement or instrument to which it is a party or bound, except Liens created under the Loan Documents.

(c) The representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects on and as of the Incremental Effective Date with the same effect as though made on and as of such date, provided that (i) to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date and (ii) any representation that is qualified as to “materiality,” “Material Adverse Effect” or similar language is true and correct in all respects as qualified and as of each date such representation and warranty is made.

(d) All information other than projections that has been made available to JPMCB, BofA or any Lead Arranger by or on behalf of Parent or the US Borrower, any of their respective subsidiaries or any of their respective representatives in connection with the structuring, arrangement and syndication of the Incremental Term Loans is complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made. All projections that have been made available to JPMCB, BofA or any Lead Arranger by or on behalf of Parent or the US Borrower, any of their respective subsidiaries or any of their respective representatives in connection with the structuring, arrangement and syndication of the Incremental Term Loans have been prepared in good faith based upon assumptions that are reasonable.

(e) At the time of and immediately after giving effect to this Amendment, no Default shall have occurred and be continuing.

SECTION 6. Amendment. This Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by Parent, the US Borrower, the Administrative Agent and the requisite Lenders under Section 9.02 of the Credit Agreement (after giving effect to this Amendment).

SECTION 7. Credit Agreement. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Agents, the Issuing Bank, Parent, the Borrowers or any other Loan Party under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle Parent or the Borrowers to any future consent to, or waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. After the Incremental Effective Date, any reference to the Credit Agreement shall mean the Credit Agreement as modified hereby, provided that any reference in the Credit Agreement to the date of the Credit Agreement, as modified hereby, shall in all instances remain as of December 21, 2005, and references in the Credit Agreement to "the date hereof" and "the date of this Agreement," and phrases of similar import, shall in all instances be and continue to refer to December 21, 2005, and not the date of this Amendment. This Amendment constitutes an "Incremental Assumption Agreement", the Incremental Term Lenders constitute "Lenders" and the Reaffirmation Agreement constitutes a "Loan Document", in each case for all purposes of the Credit Agreement and the other Loan Documents. The Administrative Agent and the US Borrower acknowledge and agree that the Incremental Term Lenders are satisfactory to them.

SECTION 8. Applicable Law; Waiver of Jury Trial. (A) THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(B) EACH PARTY HERETO AGREES AS SET FORTH IN SECTION 9.10 OF THE CREDIT AGREEMENT AS IF SUCH SECTION WERE SET FORTH IN FULL HEREIN.

SECTION 9. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or internet transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 10. Expenses. The US Borrower agrees to reimburse the Administrative Agent, the Syndication Agent and the Documentation Agent for their reasonable out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent.

SECTION 11. Headings. The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

SECTION 12. Severability. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first written above.

LIVE NATION, INC. (F/K/A CCE SPINCO, INC.),

by

/s/ Michael Rapino

Name: Michael Rapino

Title: CEO

LIVE NATION WORLDWIDE, INC. (F/K/A SFX
ENTERTAINMENT, INC.),

by

/s/ Michael Rapino

Name: Michael Rapino

Title: CEO

JPMORGAN CHASE BANK, N.A., as Administrative
Agent and an Incremental Term Lender,

by

/s/ Thomas H. Koziark

Name: Thomas H. Koziark

Title: Vice President

SIGNATURE PAGE TO INCREMENTAL ASSUMPTION AGREEMENT AND AMENDMENT

NO. 3 DATED AS OF DECEMBER __, 2006, TO THE CREDIT AGREEMENT DATED AS OF DECEMBER 21, 2005, AS AMENDED ON NOVEMBER 3, 2006, AND DECEMBER __, 2006, AMONG LIVE NATION, INC., LIVE NATION WORLDWIDE, INC. AND THE FOREIGN BORROWERS PARTY THERETO, AS BORROWERS, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS CANADIAN AGENT, J.P. MORGAN EUROPE LIMITED, AS LONDON AGENT, AND BANK OF AMERICA, N.A., AS SYNDICATION AGENT.

To Approve the Amendment as an Incremental Term Lender:

Bank of America, N.A.

by /s/ Coleigh McKay

Name: Coleigh McKay

Title: Vice President

<u>Name</u>	<u>Incremental Term Commitment</u>	
JPMorgan Chase Bank, N.A.	\$	12,500,000
Bank of America, N.A.	\$	12,500,000
Total	\$	25,000,000

Form of Reaffirmation Agreement