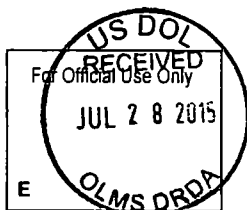


# FORM LM-20

## AGREEMENT AND ACTIVITIES REPORT

Form approved  
Office of Management  
and Budget  
No. 1245-0003  
Expires 08-31-2016



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

595884

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number:

c- 66620

### Person Filing

2. Name and mailing address (include ZIP Code):

Name Andrea M Sweeney

Title President

Organization 181 Consulting

P.O. Box, Bldg., Room No., if any 134

Street 330 Washington Street

City Hoboken

State New Jersey ZIP Code + 4 07030

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☒ Corporation d. ☐ Other (Specify):

### Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name Ron Bension

Organization Live Nation Worldwide, Inc.

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 9348 Civic Center Drive

City Beverly Hills

State California ZIP Code + 4 90210

7. Date entered into:

4 / 1 / 2011

8. Name of person(s) through whom made:

Name Ron Bension

Name

Name

Name

Name

### Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

Andrea Sweeney

President  
(If other title, see  
instructions)

Title President

14. Signed

Treasurer  
(If other title, see  
instructions)

Title

On 7/10/2015

Date

617-771-5327

Telephone Number

On

Date

Telephone Number

SECOND FILING

Filer:	File Number C-
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9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.

b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

Live Nation contracts 181 Consulting, a labor relations consulting firm, to handle all of Live Nation's labor relations and union negotiations. 181 Consulting is paid on a monthly retainer for all work completed. In January through March 2015, part of 181 Consulting's responsibilities under our agreement with the firm was to handle a union petition that was filed in Philadelphia by IATSE Local 8. The election was held in March 2015. No additional compensation was paid to 181 Consulting besides the monthly retainer required under our contract with Live Nation.

<b>Specific Activities to be Performed</b>		<a href="#">Add Additional Activity (Item 11)</a>
<p>11. For each activity, separately list in detail the information required (See instructions):</p> <p>a. Nature of activity:</p> <p>To inform Employees of their rights under labor law to organize and to provide information regarding the election process. For this situation, the nature of the activity was to persuade the employees to remain non-union, though I had minimal contact with the employees as the Venue was closed for renovations during most of the time before and during the mail ballot election.</p>		
<p>11.b. Period during which performed:</p> <p>January 2015-March 2015</p>	<p>11.c. Extent performed:</p> <p>2 meetings, 2 letters</p>	
<p>11.d. Name and address through whom performed:</p> <p>Name Andrea Sweeney</p> <p>Organization 181 Consulting, Inc.</p> <p>P.O. Box, Bldg., Room No., if any #134</p> <p>Street 330 Washington Street</p> <p>City Hoboken</p> <p>State New Jersey ZIP Code + 4 07030</p>	<p>Additional Name and address through whom performed, if any:</p> <p>Name</p> <p>Organization</p> <p>P.O. Box, Bldg., Room No., if any</p> <p>Street</p> <p>City</p> <p>State ZIP Code + 4</p>	
<p>12.a. Identify subject groups of employees:</p> <p>Stagehand employees at the Theatre of the Living Arts in Philadelphia, PA.</p>	<p>12.b. Identify subject labor organizations:</p>	

## Consulting Agreement

This Consulting Agreement (hereinafter "Agreement") is entered into this 8 day of March, 2011 by and between Andrea Sweeney (hereinafter "Consultant"), and Live Nation Worldwide, Inc. (hereinafter "Company").

WHEREAS, the Company is in need of assistance in the area of labor relations; and

WHEREAS, the Consultant has agreed to perform consulting work for the Company in the area of labor relations and other related activities for the Company;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide advice as an expert regarding labor relations, union representation and unfair labor practice proceedings and collective bargaining negotiation for the Company's Clubs and Theatres Division ("Consulting Services") as needed and requested. All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by a representative of the Company prior to payment.

2. Monthly Retainer. In consideration of the Services to be performed by Consultant under this Agreement, the Company will pay the Consultant a monthly retainer of three thousand dollars (\$3,000) payable on the first day of each month starting April 1, 2011 and continuing each month thereafter unless and until this Agreement is terminated pursuant to Paragraph 15. Such retainer will be considered payment for the performance of all Consulting Services, as defined in Paragraph 1. Payment for services rendered other than the Consulting Services shall be determined by the parties on a project-by-project basis.

3. Expenses. The Company agrees to reimburse Consultant for those ancillary business expenses incurred to the performance of the services required by this Agreement as approved in advance by Company in accordance with Company's expense reimbursement policy. Consultant agrees to furnish all other necessary equipment and supplies required to perform services under this Agreement at Consultant's own expense. Consultant agrees that Company has no responsibility for withholding any taxes from any payments to Consultant. In particular, the parties agree and understand that because of the independent contractor relationship between them, Company will not withhold any social security or income taxes or make any unemployment or disability insurance contributions on behalf of Consultant. Further, Company will not obtain workers' compensation insurance on behalf of Consultant or Consultant's employees/contractors. As such, the parties specifically acknowledge that Consultant is obligated to report as income all income received by Consultant pursuant to this Agreement, and Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon including applicable federal, state and local income taxes, unemployment insurance, workers' compensation insurance, disability insurance, Social Security taxes and other charges.

4. Independent Contractor.

a. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the Company and Consultant. The Consultant is an independent contractor and not an employee of the Company or any of its subsidiaries or affiliates. The monthly retainer, as set forth in Paragraph 2 above, shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of the Company and Consultant acknowledges that she shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or

hereafter available to the Company's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be Consultant's sole responsibility and the Consultant shall indemnify and hold Company harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

b. Consultant represents that Consultant has the qualifications and ability to perform the services in a professional manner. Consultant shall be solely responsible for the professional performance of the services required by Company and shall have sole discretion and control of the manner in which such services are performed.

5. Confidentiality. Consultant agrees to execute and be bound by the Consultant Non-Disclosure Agreement attached as Exhibit A (the "CNDA") and incorporated herein by this reference, to obtain the agreement of all employees/contractors rendering services under this Agreement to be bound by that agreement and to deliver an executed copy of that agreement to Company for each such employee/contractor prior to his/her rendering services under this Agreement.

6. Communications. When the Consultant provides assistance with employee communications and similar materials for internal distribution or materials intended for public distribution, these materials will be submitted to the Company for approval before distribution. The parties agree and acknowledge that by approving any such employee communications or other materials, the Company agrees to hold Consultant harmless and to defend Consultant at the Company's expense against any claim of damage which may be made as a result of the distribution or publication or release of such communications or other materials or as a result of Consultant acting on the Company's behalf as its labor relations consultant.

7. Email. Consultant shall retain a Company email address, which shall be relinquished on termination of this Agreement. The Consultant agrees that any information found on the Company's computer servers or intranet due to the Consultant's access through VPN shall remain confidential.

8. Liability. In no event will either party be liable for any indirect, punitive, special, incidental, or consequential damage of the other party in connection with or arising out of this Agreement (including loss profits) however it arises, whether for breach of this Agreement, including breach of warranty, or in tort, even if that party has been previously advised of the possibility of such damage.

9. Representations and Warranties. The Consultant will make no representations, warranties, or commitments binding the Company without the Company's prior consent.

10. Legal Right. Consultant covenants and warrants that she has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that she has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Consultant shall indemnify and hold harmless the Company from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such other agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 15 and shall discontinue any compensation obligations by the Company other than for compensation owed but unpaid at the time of termination for services already rendered.

11. Waiver. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

12. Enforceability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired

13. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

14. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

15. Term. This Agreement shall commence on April 1, 2011 and shall be ongoing unless terminated by either party hereto.

16. Termination of Agreement Due to Default or Material Breach.

a. This Agreement may be terminated, at Company's option, if Consultant is in default or material breach of any of its provisions. For purposes of this paragraph, material breach of this Agreement includes, but is not limited to, failure to perform services in a timely and professional manner.

b. This Agreement may be terminated at Consultant's option, if Company is in default or material breach of any of its provisions. For purposes of this paragraph, material breach of this Agreement includes, but is not limited to, failure to pay Consultant the amounts agreed upon in a timely manner.

17. Termination of Agreement Without Cause.


a. This Agreement may be immediately terminated by Company or Consultant, for any reason upon ninety (90) days prior written notice. Upon such termination, all rights and duties of the parties toward each other shall cease except as to Consultant's maintenance of Confidential Information (as described in Exhibit A) and except that Company shall be obliged to pay, as soon as reasonably practicable after the effective date of termination, for all satisfactory Services completed by Consultant through the date of notice of termination, provided Consultant submitted invoices for approved work performed prior to the termination effective date. If work is in progress, Company shall be liable for only the pro-rata portion of the completed work and for incurred expenses, if any.

18. Governing Law. This Agreement will be governed and construed in accordance with the construed in accordance with the laws of the State of California.

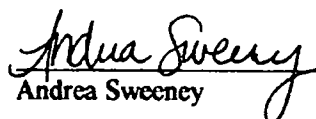
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date written above.

LIVE NATION WORLDWIDE, INC.:

ANDREA SWEENEY:

  
Bob Bension  
CEO-HOB, Clubs and Theatres

Date

  
Andrea Sweeney

Date 3/8/11

## **Exhibit A**

### **Consultant Non-Disclosure Agreement ("CNDA")**

This Consultant Non-Disclosure Agreement ("Agreement") is entered into effective as of March 8, 2011 (the "Effective Date") by and between Andrea Sweeney, with an address of 202 Bloomfield Street, Apartment 1, Hoboken, NJ, (collectively, "Consultant") and LIVE NATION WORLDWIDE, INC., a Delaware corporation, and its subsidiaries and affiliated entities as they may change from time to time, ("Company") in connection with Consultant's engagement by Company. In consideration of Consultant's engagement with Company and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Consultant Agreement.** Nothing in this Agreement shall be deemed to alter, amend, waive or limit the terms and conditions of any agreement between Consultant and Company ("Consultant Agreement"). If Consultant is not currently engaged by Company, nothing in this Agreement shall be deemed a guarantee or promise by Company that such engagement will occur, or that the parties will enter into any business transaction together, and any such transaction shall be subject to a definitive written agreement between them.

2. **Confidential Information.** As used herein, "Confidential Information" shall mean all of Company's confidential, proprietary and trade secret information and materials, whether in written, oral, electronic or another format including but not limited to, the following:

a. information of a confidential, sensitive, nonpublic or personal nature, including any confidential or proprietary information Company receives from a third party subject to a duty of confidentiality;

b. trade secrets or proprietary business information, including but not limited to information about products, strategic plans, marketing plans, financial data, research, sales, identities of suppliers or customer lists or the names, contact information, background, qualifications, education, experience, resumes, compensation, job performance or other confidential personnel information about applicants to or employees of the Company whether contained in a database, computer software program or other form of electronic media or in any other format; or

c. any other proprietary or confidential information, including but not limited to any materials marked "confidential," "proprietary" or similarly marked.

3. **Non Disclosure.** Consultant acknowledges that the Confidential Information comprises valuable trade secrets and proprietary information belonging to Company. Therefore, Consultant and those of its employees, agents and affiliates permitted access hereunder will hold the Confidential Information in confidence and will take all necessary steps to preserve the confidential and proprietary nature of the Confidential Information. Consultant will not use the confidential information for any purpose other than the express purpose for which it was disclosed. Without limiting the foregoing, Consultant will:

a. not disclose any Confidential information to persons within its organization who do not have a need to know in order for Consultant to provide its services to Company;

b. not disclose any Confidential Information to any person outside of its organization unless such person has a need to know in order for Consultant to provide its services to Company, and such person is bound by fiduciary or contractual duties of confidentiality to Consultant that are at least as stringent as those contained in this Agreement;

c. if reasonably required, cause each of its employees, agents and affiliates who have access to the Confidential Information to sign a non-disclosure agreement, for the benefit of Company, containing terms at least as stringent as those contained in this Agreement, and, in any event,

advise all of its employees, agents and affiliates of the confidential and proprietary nature of the Confidential Information; and

d. in all instances, exercise at least the same degree of care to maintain the secrecy of the Confidential Information as Consultant exercises to protect its own trade secrets, but in no case less than reasonable care.

4. Compelled Disclosure. In the event that Consultant is required by law or court order to disclose any of the Confidential Information, Consultant shall provide Company with prompt written notice of any such requirement so that Company may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Company, Consultant is nonetheless, in the reasonable opinion of Consultant's counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty. Consultant may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises Contactor is legally required to be disclosed, provided that Consultant will cooperate with Company in seeking to preserve the confidentiality of the Confidential Information before such tribunal.

5. Other Disclosure. The non-disclosure obligations of this Agreement shall not apply if, but only to the extent that, Consultant establishes by documentary evidence that: (a) the Confidential Information was lawfully known to or independently developed by Consultant prior to its receipt from Company; (b) the Confidential Information is or becomes part of the public domain other than by the fault or negligence of Consultant; or (c) the Confidential Information is rightfully disclosed to Contactor by a third party that is legally free to do so.

6. Ownership of Intellectual Property. All Confidential Information shall remain the property of Company and no license or other right to such information is granted or implied hereby. The Services and all Confidential Information developed in connection therewith shall be the sole and exclusive property of Company. In the event such Services or Confidential Information developed in connection therewith is deemed not to be the property of Company, Consultant hereby assigns all rights thereto to Company and hereby agrees to sign all instruments reasonably necessary in the opinion of Company to eliminate any ambiguity as to ownership by Company. Consultant agrees and herein assigns to Company all of his rights, provided that no assignment is made that extends beyond what would be allowed under Section 2870 of the California Labor Code if Consultant were an employee of Company. Under Section 2870, the assignment requirement shall not apply to any invention as to which Consultant can prove the following: (i) it was developed entirely on Consultant's own time; and (ii) no equipment, supplies, facility or trade secret of Company was used in its development; and (iii) it does not relate to the business of Company or to Company's actual or demonstrably anticipated research and development; and (iv) it does not result from any work performed by Consultant for Company.

7. Inventions. Except as otherwise provided in the Consultant Agreement (if applicable), the parties agree as follows:

a. any and all inventions, discoveries, developments, improvements and innovations (including but not limited to, icon design and production), whether patentable or not, including but not limited to trade secrets, trademark and copyright subject matter, and any other proprietary or intellectual property rights ("Inventions") created or conceived by Consultant in connection with Consultant's services to Company shall be deemed "work made for hire" and owned solely and exclusively by Company; and

b. Consultant hereby, to the fullest extent allowable by applicable law, irrevocably assigns to Company all its right, title and interest in and to such Inventions, and upon request by Company, contractor agrees to execute specific assignments and take all other actions required as

to any Inventions which are or may become the property of Company pursuant to this paragraph, at Company's expense.

8. Company's Premises. While on Company's premises, Consultant shall engage only in activities related to the provision of services to Company and shall comply with Company's applicable policies for third party personnel on its premises and the reasonable instructions of authorized Company personnel.

9. Return of Confidential Information. Within five (5) days of receiving a demand from Company, Consultant will, at Company's option, either return or destroy the Confidential Information and all copies thereof. Upon request, Consultant will certify in writing to Company that Consultant has complied with Company's instructions.

10. Injunctive Relief. Consultant acknowledges that any unauthorized use or disclosure of Confidential Information will cause Company great and irreparable harm that monetary damages alone will not redress. Company is entitled to obtain, from any court of competent jurisdiction, immediate injunctive or other equitable relief to stop or prevent the actual or threatened unauthorized use or disclosure of any Confidential Information.

11. Restrictions on Employee Solicitations. Consultant agrees that during the term of the Consultant Agreement and for twelve months after the Consultant Agreement terminates, Consultant will not directly or indirectly, on Consultant's own behalf or on behalf of anyone else:

- a. attempt to recruit or solicit, or aid in the recruitment or solicitation, of any employee of Company to work for Consultant or any other employer, as a consultant, employee or in any other capacity; or
- b. Use Company's Confidential Information to solicit, recruit or hire any employees of Company for Consultant or any other employer.

12. Duration. This Agreement applies to any Confidential Information that may have been provided to Consultant prior to or after the date hereof, and will continue to govern all disclosures of Confidential Information by Company, until the termination of the underlying Consultant Agreement, except that those terms of this Agreement that extend beyond that termination will continue for the duration set forth herein and Consultant's obligations relating to the Confidential Information disclosed prior to the termination will continue for so long as the Confidential Information remains confidential and proprietary to Company.

13. Restrictions on Publicity. The parties agree not to publicize or disclose the nature or substance of Consultant's engagement with or services for Company, or the terms and conditions of the Consultant Agreement or this Agreement without the prior written consent of the other party, except as may be required by law, or advisable in connection with a party's securities, tax or regulatory filings and disclosures.

14. Miscellaneous. This Agreement may not be assigned by Consultant without the express written consent of Company. Notwithstanding anything in this Agreement to the contrary, any or all of the rights of Company under this Agreement may be assigned by Company to any direct or indirect subsidiary of Company or in connection with a disposition of all or substantially all of Company's assets or the business unit in Company which is the subject of this Agreement, whether by merger, sale or other form of transaction. This Agreement is binding on the respective parties herein and will bind their successors and permitted assigns. This Agreement shall be governed by the laws of the State of California without giving effect to that state's choice of law rules. Both parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in the State of California to hear and adjudicate any and all actions, suits or proceedings arising out of or relating to this Agreement. In the event of any action or proceeding to enforce or interpret any of the provisions of this agreement, the prevailing party shall be entitled to be reimbursed for the costs of such action or





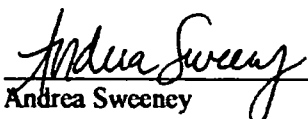
proceeding, including attorney's fees. If any provision of this Agreement is deemed unenforceable, then such provision will be severed from this Agreement and the remaining provisions will remain in full force and affect to the maximum extent permitted by applicable law. Any waiver by Company of the requirements in this Agreement must be made in writing and should not in any way be deemed a waiver of Company's right to enforce any other requirements or provisions of this Agreement. This Agreement is the entire agreement between the parties and supersedes any and all prior to contemporaneous communications, representations, agreements and promises, written or oral, between Company and Consultant, regarding the subject matter of this Agreement. This Agreement may be modified only in writing signed by both parties herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

LIVE NATION WORLDWIDE, INC.:

ANDREA SWEENEY:

  
\_\_\_\_\_  
Bob Bension Date  
CEO-HOB, Clubs and Theatres  


  
\_\_\_\_\_  
Andrea Sweeney Date  
3/8/11