
SCHEDULE 1.01E**Certain Capital Stock**

<u>Issuer</u>	<u>Capital Stock</u>
A.P.E. Radio, LLC	Membership Interest
AA Music Management, LLC	Membership Interest
B.A.D. Management LLC	Membership Interest
Bamboozle Festival, LLC	Membership Interest
Bee & El LLC	Membership Interest
Bee & El Marketing Services LLC	Membership Interest
Boom Management, LLC	Membership Interest
Broadway China Ventures, LLC	JV Agreement
Beijing Gehua Ticketmaster Ticketing Co. Ltd.	JV Agreement
Career Artist Management LLC	Membership Interest
Chastain Ventures JV	JV Interest
Doyle Kos Management LLC	Membership Interest
DS Artists Management LLC	Membership Interest
Eagles Personal Management Company	Common Stock
Echomusic, LLC	Membership Interest
Fruin Productions, Inc.	Common Stock
GA Acquisitions, LLC	Membership Interest
GVE Venture LLC	Membership Interest
Hard 8 Management, Inc.	Membership Interest
Hilltop/Nederlander LLC	Membership Interest
HK Personal Development Co.	Membership Interest
HOB Marina City Partners, L.P.	Partnership Interest
Kenneth Crear Management LLC	Membership Interest
LCB France	Membership Interest
Lansdowne Boston Restaurant Corp., Inc.	Common Stock
Larry Rudolph Management LLC	Membership Interest
Listen Live, LLC	Membership Interest
Live 360 LLC	Membership Interest
Mark Rothbaum & Associates, LLC	Membership Interest

<u>Issuer</u>	<u>Capital Stock</u>
Mick Artist Management LLC	Membership Interest
Nettwerk Live, LLC	Membership Interest
Pop Nation, LLC	Membership Interest
ROC Nation, LLC	Membership Interest
RPM Acquisition, LLC	Membership Interest
Spectacle Entertainment Group LLC	Membership Interest
StarRoc LLC	Membership Interest
Stratart, LLC	Membership Interest
Strategic Artist Management LLC	Membership Interest
TM Deutschland GmbH	Common Stock
Vector Management LLC	Membership Interest
Vector Two, LLC	Membership Interest
Vector West LLC	Membership Interest

SCHEDULE 1.01F

Letter of Credit Cap

L/C Issuer

Letter of Credit Cap

Deutsche Bank AG, New York Branch

\$ 100,000,000

JPMorgan Chase Bank, N.A.

\$ 50,000,000

SCHEDULE 2.01**Lenders and Commitments****Dollar Revolving Commitments**

<u>Dollar Revolving Lender</u>	<u>Dollar Revolving Committed Amount</u>	<u>Dollar Revolving Commitment Percentage</u>
Goldman Sachs Lending Partners LLC	\$ 13,491,519.31	13.49151931%
JPMorgan Chase Bank, N.A.	11,416,311.79	11.41631179
Deutsche Bank AG, New York Branch	10,118,639.48	10.11863948
Bank of America, N.A.	9,803,921.57	9.80392157
The Bank of Nova Scotia	9,803,921.57	9.80392157
The Royal Bank of Scotland, Plc	9,803,921.57	9.80392157
Wells Fargo Bank, N.A.	9,803,921.57	9.80392157
Morgan Stanley Bank, N.A.	7,352,941.18	7.35294118
HSBC Bank USA, National Association	6,127,450.98	6.12745098
Union Bank, N.A.	6,127,450.98	6.12745098
U.S. Bank National Association	3,750,000.00	3.75000000
State Bank of India	2,400,000.00	2.40000000
Total	\$100,000,000.00	100.00000000%

Limited Currency Revolving Commitments

<u>Limited Currency Revolving Lenders</u>	<u>Limited Currency Revolving Committed Amount</u>	<u>Limited Currency Revolving Commitment Percentage</u>
Goldman Sachs Lending Partners LLC	\$ 20,237,278.96	13.491519306%
JPMorgan Chase Bank, N.A.	17,124,467.72	11.416311813
Deutsche Bank AG, New York Branch	15,177,959.22	10.118639480
Bank of America, N.A.	14,705,882.35	9.803921567
The Bank of Nova Scotia	14,705,882.35	9.803921567
The Royal Bank of Scotland, Plc	14,705,882.35	9.803921567
Wells Fargo Bank, N.A.	14,705,882.35	9.803921567
Morgan Stanley Bank, N.A.	11,029,411.76	7.352941173
HSBC Bank USA, National Association	9,191,176.47	6.127450980
Union Bank, N.A.	9,191,176.47	6.127450980
U.S. Bank National Association	5,625,000.00	3.750000000
State Bank of India	3,600,000.00	2.400000000
Total	\$150,000,000.00	100.00000000%

Multicurrency Revolving Commitments

<u>Multicurrency Revolving Lenders</u>	<u>Multicurrency Revolving Committed Amount</u>	<u>Multicurrency Revolving Commitment Percentage</u>
JPMorgan Chase Bank, N.A.	\$ 17,330,386.12	34.66077224%
Deutsche Bank AG, New York Branch	5,059,319.74	10.11863948
Bank of America, N.A.	4,901,960.79	9.80392158
The Bank of Nova Scotia	4,901,960.79	9.80392158
The Royal Bank of Scotland, Plc	4,901,960.79	9.80392158
Wells Fargo Bank, N.A.	4,901,960.79	9.80392158
HSBC Bank USA, National Association	3,063,725.49	6.12745098
Union Bank, N.A.	3,063,725.49	6.12745098
U.S. Bank National Association	1,875,000.00	3.75000000
Total	\$50,000,000.00	100.00000000%

Term A Loan Commitments

<u>Term A Lenders</u>	<u>Term A Loan Committed Amount</u>
Goldman Sachs Lending Partners LLC	\$ 12,066,822.54
Deutsche Bank AG, New York Branch	10,860,140.29
Bank of America, N.A.	10,588,235.29
The Bank of Nova Scotia	10,588,235.29
The Royal Bank of Scotland, Plc	10,588,235.29
Wells Fargo Bank, N.A.	10,588,235.29
JPMorgan Chase Bank, N.A.	9,117,154.83
Morgan Stanley Bank, N.A.	6,617,647.06
HSBC Bank USA, National Association	6,617,647.06
Union Bank, N.A.	6,617,647.06
U.S. Bank National Association	3,750,000.00
State Bank of India	2,000,000.00
Total	\$100,000,000.00

Term B Loan Commitments

<u>Term B Lender</u>	<u>Term B Loan Committed Amount</u>
JPMorgan Chase Bank, N.A.	\$ 800,000,000.00
Total	\$800,000,000.00

SCHEDULE 3.08

Mandatory Cost Rate

1. The Mandatory Cost (to the extent applicable) is an addition to the interest rate to compensate Lenders for the cost of compliance with:
 - (a) the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions);
 - (b) the requirements of the European Central Bank.
2. On the first day of each Interest Period (or as soon as possible thereafter) the Administrative Agent shall calculate, as a percentage rate, a rate (the “Additional Cost Rate”) for each Lender, in accordance with the paragraphs set out below. The “Mandatory Cost” will be calculated by the Administrative Agent as a weighted average of the Lenders’ Additional Cost Rates (weighted in proportion to the percentage participation of each Lender in the relevant Loan) and will be expressed as a percentage rate per annum rounded upwards, if necessary, to four decimal places.
3. The Additional Cost Rate for any Lender lending from a lending office in a Participating Member State will be the percentage notified by that Lender to the Administrative Agent. This percentage will be certified by such Lender in its notice to the Administrative Agent to be its reasonable determination of the cost (expressed as a percentage of such Lender’s participation in all Loans made from such lending office) of complying with the minimum reserve requirements of the European Central Bank in respect of Loans made from that lending office.
4. The Additional Cost Rate for any Lender lending from a lending office in the United Kingdom will be calculated by the Administrative Agent as follows:
 - (a) in relation to any Loan in Sterling:

$$\frac{AB+C(B-D)+E \times 0.01}{100-(A+C)} \quad \text{percent per annum}$$

- (b) in relation to any Loan in any currency other than Sterling:

$$\frac{E \times 0.01}{300} \quad \text{percent per annum}$$

Where:

“A” is the percentage of Eligible Liabilities (assuming these to be in excess of any stated minimum) which that Lender is from time to time required to maintain as an interest free cash ratio deposit with the Bank of England to comply with cash ratio requirements.

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- “B” is the percentage rate of interest (excluding the Applicable Rate, the Mandatory Cost and, if the Loan is overdue, the additional rate of interest specified in Section 2.08(b)) payable for the relevant Interest Period of such Loan.
- “C” is the percentage (if any) of Eligible Liabilities which that Lender is required from time to time to maintain as interest bearing Special Deposits with the Bank of England.
- “D” is the percentage rate per annum payable by the Bank of England to the Administrative Agent on interest bearing Special Deposits.
- “E” is designed to compensate Lenders for amounts payable under the Fees Rules and is calculated by the Administrative Agent as being the average of the most recent rates of charge supplied by the Lenders to the Administrative Agent pursuant to paragraph 7 below and expressed in pounds per £1,000,000.

5. For the purposes of this Schedule:

- (a) “Eligible Liabilities” has the meanings given to it from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;
- (b) “Fees Rules” means the rules on periodic fees contained in the Supervision Manual of the Financial Services Authority or such other law or regulation as may be in force from time to time in respect of the payment of fees for the acceptance of deposits;
- (c) “Fee Tariffs” means the fee tariffs specified in the Fees Rules under the activity group A.I Deposit acceptors (ignoring any minimum fee or zero rated fee required pursuant to the Fees Rules but taking into account any applicable discount rate);
- (d) “Financial Services Authority” means the body corporate known by that name that has the functions conferred on it by or under the Financial Services and Markets Act 2000 or any successor entity;
- (e) “Special Deposits” has the meaning given to it from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England; and
- (f) “Tariff Base” has the meaning given to it in, and will be calculated in accordance with, the Fees Rules.

6. In application of the above formulae, A, B, C and D will be included in the formulae as percentages (*i.e.* 5% will be included in the formula as 5 and not as 0.05). A negative result obtained by subtracting D from B shall be taken as zero. The resulting figures shall be rounded to four decimal places.
7. If requested by the Administrative Agent, each Lender with a lending office in the United Kingdom or a Participating Member State shall, as soon as practicable after publication by the Financial Services Authority, supply to the Administrative Agent, the rate of charge payable by such Lender to the Financial Services Authority pursuant to the Fees Rules in respect of the relevant financial year of the Financial Services Authority (calculated for this purpose by such Lender as being the average of the Fee Tariffs applicable to such Lender for that financial year) and expressed in pounds per £1,000,000 of the Tariff Base of such Lender.

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8. Each Lender shall supply any information required by the Administrative Agent for the purpose of calculating its Additional Cost Rate. In particular, but without limitation, each Lender shall supply the following information in writing on or prior to the date on which it becomes a Lender:
- (a) the jurisdiction of the lending office out of which it is making available its participation in the relevant Loan; and
 - (b) any other information that the Administrative Agent may reasonably require for such purpose.
- Each Lender shall promptly notify the Administrative Agent in writing of any change to the information provided by it pursuant to this paragraph.
9. The percentages of each Lender for the purpose of A and C above and the rates of charge of each Lender for the purpose of E above shall be determined by the Administrative Agent based upon the information supplied to it pursuant to paragraphs 7 and 8 above and on the assumption that, unless a Lender notifies the Administrative Agent to the contrary, each Lender's obligations in relation to cash ratio deposits and Special Deposits are the same as those of a typical bank from its jurisdiction of incorporation with a lending office in the same jurisdiction as its lending office.
10. The Administrative Agent shall have no liability to any Person if such determination results in an Additional Cost Rate which over- or under-compensates any Lender and shall be entitled to assume that the information provided by any Lender pursuant to paragraphs 3, 7 and 8 above is true and correct in all respects.
11. The Administrative Agent shall distribute the additional amounts received as a result of the Mandatory Cost to the Lenders on the basis of the Additional Cost Rate for each Lender based on the information provided by each Lender pursuant to paragraphs 3, 7 and 8 above.
12. Any determination by the Administrative Agent pursuant to this Schedule in relation to a formula, the Mandatory Cost, an Additional Cost Rate or any amount payable to a Lender shall, in the absence of manifest error, be conclusive and binding on all parties to the Credit Agreement.
13. The Administrative Agent may from time to time, after consultation with the Parent Borrower and the Lenders, determine in its reasonable judgment and provide notice to the Parent Borrower and the Lenders of any amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to time imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all parties to the Credit Agreement.

SCHEDULE 6.14**Subsidiaries**

<u>Legal Name</u>	<u>Jurisdiction of Formation</u>	<u>Registered Owner</u>	<u>Guarantor/ Excluded Subsidiary</u>	<u>Buy-Sell, Voting Trust or Other Agreements</u>
Live Nation Subsidiaries				
ABC3 Limited	Scotland	100% owned by Academy Music Group Limited	N/A	None
Academy Entertainments Group Limited (dormant)	England & Wales	100% owned by Academy Music Group Limited	N/A	None
Academy Music Group Limited	England & Wales	100% owned by Electricland Limited	N/A	None
Academy Music Holdings Ltd	England & Wales	55.92% owned by LN-Gaiety Holdings Limited	N/A	Shareholders Agreement
Amphitheatre Ireland Limited	Ireland	50% owned by Live Nation Ireland Holdings Limited	N/A	Heads of Agreement
Amsterdam Music Dome Exploitatie BV	Netherlands	51% owned by LYV BV	N/A	Shareholders Agreement
Angel Festivals Limited	England & Wales	50.1% owned by LN-Gaiety Holdings Limited	N/A	Shareholders Agreement
Annestown Limited (dormant)	England & Wales	100% owned by Gafrus Limited	N/A	None
Anthill Trading (Overseas) Limited	England & Wales	100% owned by Live Nation Worldwide, Inc.	N/A	None
Apollo Leisure Group Limited	England & Wales	100% owned by Live Nation Limited	N/A	None
Arena Grande AB	Sweden	100% owned by Lugerinc AB	N/A	None