
transaction for \$898 per share.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

In connection with the Spin-Off, Starz assigned to the Reporting Person, and the Reporting Person assumed, all of its respective rights, interests, liabilities and obligations under (x) a Stockholder Agreement, dated as of February 10, 2009 (the "Stockholder Agreement"), with the Issuer, and (y) a Registration Rights Agreement, dated as of January 25, 2010 (the "Registration Rights Agreement"), with the Issuer. As a result of the transfer of shares of Common Stock to the Reporting Person in the Spin-Off and the assignment of rights and liabilities under the Stockholder Agreement and the Registration Rights Agreement, the Reporting Person was substituted for Starz for all material purposes under the Stockholder Agreement and the Registration Rights Agreement from and after the effective time of the Spin-Off and became entitled to all of the benefits and subject to all the obligations as in effect at such time as if the Reporting Person were a signatory thereto.

The following is a summary of the material terms of the Stockholder Agreement and the Registration Rights Agreement. The following descriptions do not purport to cover all of the provisions of the Stockholder Agreement and the Registration Rights Agreement and are qualified in their entirety by reference to the full text of the agreements, which have been filed as Exhibits 7(a) and 7(b) hereto, respectively, and are incorporated herein by reference.

Stockholder Agreement

Representation of Liberty on the Live Nation Board of Directors The Stockholder Agreement provides that, until such time as Liberty no longer beneficially owns shares of Common Stock representing at least 50% of the number of shares of Common Stock beneficially owned by Liberty Interactive Corporation (formerly known as Liberty Media Corporation) immediately after the completion of the merger (the "Merger") of Ticketmaster Entertainment, Inc. with and into the Issuer on January 25, 2010 (or, if sooner, the date Liberty's beneficial ownership of Common Stock falls below 5% of the total voting power of Live Nation's equity securities), Liberty has the right to nominate up to two directors to serve on the board of directors of Live Nation. As of the Spin-Off, Messrs. Maffei and Carleton are the two Liberty designees appointed to the board of directors of Live Nation. Pursuant to the Stockholder Agreement, Live Nation (i) will cause each person that Liberty nominates to be included in the slate of nominees recommended by the board of directors of Live Nation to the stockholders of Live Nation for election as directors at each annual meeting of stockholders at which

such director's term expires, and (ii) will use commercially reasonable efforts to cause the election of each such Liberty designee, including soliciting proxies in favor of the election of such designees. Liberty has the right to designate a replacement director to the board of directors of Live Nation in order to fill any vacancy of a director previously designated by Liberty.

One of Liberty's nominees serving on the board of directors of Live Nation must qualify as an independent director under applicable stock exchange rules. In addition, Liberty's nominees must also be independent directors of Live Nation under applicable stock exchange rules.

Pursuant to the registration rights agreement, Liberty and its permitted transferees (the "Holders") are entitled to three demand registration rights (and unlimited piggyback registration rights) in respect of the shares of Common Stock beneficially owned by Liberty as of the d(i)

[Redacted content]

EXHIBIT INDEX

Exhibit No.	Description
7(a)	Stockholder Agreement, dated as of February 10, 2009, by and among Live Nation, Inc., Liberty Media Corporation (now known as Liberty Interactive Corporation), Liberty USA Holdings, LLC, and Ticketmaster Entertainment, Inc. (filed as Exhibit 10.2 to Issuer's Current Report on Form 8-K dated February 13, 2009 and incorporated herein by reference).
7(b)	Registration Rights Agreement, dated as of January 25, 2010, by and among Liberty Media Corporation (now known as Liberty Interactive Corporation), Liberty USA Holdings, LLC, and Live Nation, Inc. (filed as Exhibit 10.1 to Issuer's Current Report on Form 8-K dated January 29, 2010 and incorporated herein by reference).
7(c)	Assistant Secretary's Certificate

**ASSISTANT SECRETARY'S CERTIFICATE
(Liberty Media Corporation)**

I, Ruth Huff, Assistant Secretary of Liberty Media Corporation (formerly known as Liberty Spinco, Inc., the "Corporation"), do hereby certify as follows:

Each of Craig Troyer and Pamela Coe has been and is now a duly elected and qualified Vice President of the Corporation. Pursuant to the Corporation's organization documents and as authorized by the Corporation's board of directors, officers of the Corporation with the title of Vice President, Senior Vice President or Executive Vice President have the authority, on behalf of the Corporation, to execute and file reports, schedules and forms with regulatory agencies, including, without limitation, the United States Securities and Exchange Commission.

IN WITNESS WHEREOF, I have executed this certificate as of the 22nd day of January, 2013.

/s/ Ruth Huff
Ruth Huff, Assistant Secretary
