

EXHIBIT D

AMENDMENT 1

AGREEMENT BETWEEN WEBB COUNTY AND G&G PROMOTIONS, L.L.C.

The original Agreement which is attached and incorporated into this Amendment 1 as “Exhibit D” was approved by the Webb County Commissioners Court and set to begin _____ to _____ between **WEBB COUNTY**, a political subdivision of the State of Texas (hereinafter called “Employer”) **G&G PROMOTIONS, L.L.C** (hereinafter called “Service Provider”), is hereby amended as set forth below:

Amending Paragraph:

Section XVIII. C. (1.) (2.)

1. [Name of the Event] at the **1848** Fairgrounds located along US 59; or
2. In the event the OWNER enters into a lease agreement with another to place their company Name/Logo at the **1848** Fairgrounds, then the [Name of the Event] at the **1848** Fairgrounds, located along US 59.

New Section:

XXIX. EVENT GUARANTEE TO PERFORMER

- A. For this section only, A guarantee amount (“Guarantee”) refers to a fixed sum of money that a Service Provider agrees to pay an artist, band, or their management, regardless of ticket sales.
 1. Such a guarantee shall be part of a performance deal and used to secure the artist's appearance.
- B. Such a Guarantee may be utilized to secure performance as follows:
 1. **Guarantee-Only Deal**
The Artist is paid a fixed, guaranteed fee through the Service Provider, regardless of ticket sales or event performance.
 - a. *Example:* The Service Provider guarantees \$50,000 to secure a headlining act.
 2. **Guarantee vs. Percentage (Split Deal)**
The Artist is paid through the Service Provider either the guaranteed fee or an agreed-upon percentage of net ticket sales (after approved expenses), whichever amount is greater.
 - a. *Example:* \$20,000 guarantee **or** 85% of net ticket sales (after expenses, including sales tax 8.25%).
 3. **Guarantee Plus Percentage**
The Artist is paid through the Service Provider the guaranteed fee plus an additional percentage of ticket sales (net) above a predetermined threshold.
 - a. *Example:* \$15,000 guarantee **plus** 50% of net profits above \$30,000.

4. Guarantee with Minimum Attendance

The Artist sets an expected number of ticket sales. If actual ticket sales fall short, the Service Provider pays the difference between expected sales and actual sales, based on ticket price.

- a. *Example:* Artist expects 500 tickets to be sold at \$30 each. Only 350 tickets sell. The Artist receives payment for the 150 unsold tickets (\$4,500) in addition to revenue from the 350 tickets sold.

- C. The Service Provider, in consultation with the Employer, shall review and evaluate all guarantee options to ensure that the arrangement is in the best interest of the County. The Service Provider and Artist shall comply with the Webb County Fairgrounds Fee Schedule and applicable County policies, as determined by the Employer.

The Service Provider shall submit an invoice to the Employer within ten (10) business days following the event for any guarantee amounts owed to the Artist. The Service Provider shall maintain its own separate contract with the Artist and shall be solely responsible for issuing payment of the guarantee to the Artist. The Employer guarantees payment to the Service Provider within 10 business day from the submission of their invoice; failure to render payment to the Service Provider as agreed, the Employer agrees to pay a 10% late fee penalty for each ten (10) days.

D. What Promoters Shall Consider When Offering a Guarantee:

1. Artist's draw or ticket-selling history
2. Venue size and capacity
3. Ticket prices and projected sales
4. Sponsorships and external funding
5. Production and promotion costs
6. Market conditions (e.g., city popularity, day of week)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 on the dates set forth below.

Service Provider

Date

WEBB COUNTY

Tano E. Tijerina
Webb County Judge

Date

ATTEST:

Hon. Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Jorge L. Trevino, Jr.
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).