

**FIRST AMENDMENT TO
NAMING RIGHTS AGREEMENT**

THIS FIRST AMENDMENT TO NAMING RIGHTS AGREEMENT (this "Amendment") is made as of January 10, 2015, by and between AEG MANAGEMENT SD, LLC ("AMSD") and the San Pasqual Casino Development Group, Inc., a wholly-owned entity of the San Pasqual Band of Mission Indians, d/b/a Valley View Casino and Hotel ("VVCH"), and amends that certain Naming Rights Agreement dated July 15, 2010 between AMSD and VVCH (as amended, the "Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the parties desire to amend certain terms of the Agreement, in accordance with the terms and provisions of this Amendment.

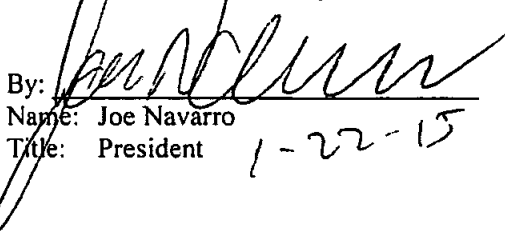
AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, AMSD and VVCH hereby agree as follows:

1. Term. The Term of the Agreement shall be extended from December 1, 2015 through November 30, 2018, unless earlier terminated in accordance with the terms of the Agreement.
2. Exhibit A. Effective as of December 1, 2015, Exhibit A of the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment.
3. Other Terms and Provisions of the Agreement. Except as otherwise set forth herein, all terms, provisions, conditions, representations, warranties and covenants of the Agreement are hereby agreed, confirmed, ratified, and remain unmodified and in full force and effect as of the date hereof.
4. Captions. The captions or headings in this Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.
5. Counterparts. This Amendment may be executed in counterparts, each of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the day and year first above written.

THE SAN PASQUAL CASINO
DEVELOPMENT GROUP, INC.

By: 
Name: Joe Navarro
Title: President 1-22-15

AEG MANAGEMENT SD, LLC

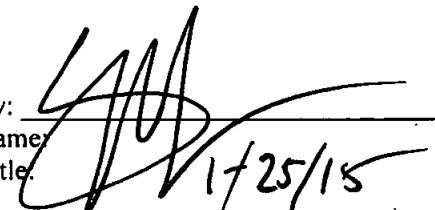
By: 
Name:
Title: 1/25/15

Exhibit A

VVCH Rights and Benefits

Section 1: Logo and Printed Materials

- a) The Valley View Casino Center ("Center") Mark will be included in all print, television, radio and/or collateral material placed by AMSD to promote events at the Center and the sales of tickets for such events.
- b) The Center Name will be used in all of the Center's printed collateral, all communication, all media, all signage, all correspondence, business cards, stationary, etc., produced by AMSD, including but not limited to:
 - 1) Marketing Brochures, media kits, posters
 - 2) Press Releases
 - 3) Press Backdrop for Press Conference and all promotional events held at the Center
 - 4) Business cards, letterhead, envelopes, parking passes
 - 5) Face of all ticket stock
 - 6) Employee uniforms
 - 7) Various napkins, cups and other applicable concession materials

AMSD shall consult with VVCH on a regular basis with respect to all current, future renewal and prospective vendor relationships at the Center to ensure the economical and operational efficiencies of the Center.

Section 2: Marketing Support

- a) AMSD will use commercially reasonable efforts to host a minimum of 30 concerts per Contract Year at the Center, with a \$3.5 million marketing dollars budgeted for advertising per Contract Year.
- b) AMSD will use commercially reasonable efforts to host a minimum of 26 events per Contract Year at the Center, with a \$1.9 million marketing dollars budgeted for advertising per Contract Year. A "doubleheader" shall count as two (2) separate events.
- c) AMSD will use commercially reasonable efforts to host a minimum of 33 family shows per Contract Year at the Center, with a \$2.5 million marketing dollars budgeted for advertising per Contract Year. All shows in a "run" by a family show shall count as separate events (e.g., 7 circus shows over a 3 day "run" shall count as 7 separate family shows).
- d) VVCH will receive:
 - 1) One (1) :10 to :15 second branded commercial spot to run on all LED flat screens located in the concourse, during every publicly ticketed event at the Center.
 - 2) One (1) VVCH booth build out in a mutually agreed upon prominent location in the Center concourse. VVCH is responsible for all costs associated with the build-out of such booth and the operations thereof, provided, however, AMSD shall have reasonable input over the contractor used by VVCH for such build-out as well as the design and layout of the booth.
 - 3) One (1) Player Tunnel Sign located in the Center Bowl.
 - 4) One (1) Website Banner on the valleyviewcasinocenter.com website
- e) Opportunity for "call to action" on the ticket of all publicly ticketed events that are controlled by AMSD.

Section 3: Signage

VVCH shall continue to receive the following:

- 1) Branding on the Center Roof
- 2) Sports Arena Blvd. Marquee Sign
- 3) 2 Center Marquee Tri Visions (on each face of the sign)
- 4) Box Office Marquee Sign
- 5) 1 Box Office Marquee Tri Vision
- 6) South Entrance Sign
- 7) Back ramp logo
- 8) Center logo/name at center court for basketball and center ice for hockey (if applicable in the event that an AHL hockey club becomes a tenant of Center) games
- 9) All parking lot signage within the Center
- 10) All four corners of the center hung Center Scoreboard
- 11) 4 tri vision panels on the Center Scoreboard
- 12) 4 backlit signs located in each entrance of the Center concourse
- 13) 2 Auxiliary scoreboard sign on each end of the Center inner bowl
- 14) 1 large backlit press level sign located in the Center inner bowl
- 15) 1 hand painted backstage mural
- 16) 2 Center marquee signs
- 17) 112 entry door logos
- 18) 8 scoreboard corners
- 19) 4 scoreboard tri-visions
- 20) 82 parking signs
- 21) 2 east lot parking signs
- 22) 1 west lot parking sign
- 23) 1 press backdrop
- 24) 2 press level signs
- 25) 2 section one glass
- 26) 1 press entrance glass
- 27) 1 advance sales sign
- 28) 1 branded concourse booth
- 29) 15 ABV installation
- 30) 66 trash can stickers
- 31) 19 plexi indoor installations
- 32) 3 plexi outdoor installations
- 33) 1 box office marquee tri-vision
- 34) 4 "Time Out" signs
- 35) 1 basketball floor decal
- 36) 8 Center parking lot banners
- 37) 1 roof sign
- 38) 1 backdrop promotional events
- 39) 56 employee uniforms
- 40) 2 auxiliary scoreboard signs
- 41) 4 tri-visions
- 42) 10 Outer Concourse branded wall wraps. Branding to be located on the pillars between each wall wrap.

Section 4: Marketing Opportunities

VVCH shall continue to receive the following:

- a) Opportunity to brand the VIP room within the Players Lounge (formerly CLUB 3500).
- b) Opportunity to pass out mutually agreed upon Valley View Casino and Hotel promo flyers at mutually agreed upon publicly ticketed events at the Center, subject to age and promoter restrictions.
- c) Opportunity to brand a "Valley View Casino Center" terrace box where the Valley View Center sponsor tickets are located.
- d) Opportunity to brand a VVCH booth or distribute mutually agreed upon Valley View Casino and Hotel collateral at Kobey's Swap meet (for so long as it is held in the Center parking lot).
- e) Opportunity to brand up to 6 concourse concession stands at the Center in prominent locations and to sell the following Valley View Casino and Hotel branded food products during publicly ticketed events when such concession stands are open (collectively, "Food Products"): pizzas, pastries, coffees, sandwiches, noodles, and tacos, in conjunction with the Center's official concessionaire and subject to terms and conditions imposed by AMSD and such official concessionaire.
- f) Opportunity to have a mutually agreed upon dedicated space in the Center to be used at VVCH's discretion to either recreate a Valley View Casino and Hotel room or feature other mutually agreed upon promotional displays. As part of this dedicated space, VVCH shall receive up to ten (10) working passes providing access to such dedicated space during all publicly-ticketed events, subject to artist/promoter restrictions. VVCH is responsible for all costs associated with the build-out of such dedicated space and the operations thereof; provided, however, AMSD shall have reasonable input over the contractor used by VVCH for such build-out as well as the design and layout of the dedicated space.

Section 5: Hospitality and Signature Elements

VVCH shall receive the following during each Contract Year:

- a) Four (4) VIP Parties for up to twenty (20) guests in the Players Lounge for any mutually agreed upon publicly ticketed event (food and beverage included up to \$2,500, VVCH responsible for any excess)
- b) One (1) rent free night in the Players Lounge to be used on a non-event night
 - Subject to schedule of events and availability, as well as rules and regulations of the Players Lounge and the Center
 - Sponsor shall be responsible for obtaining any permits required for its use, as well as all costs and expenses (other than rent) associated with such use, including without limitation staffing, security, equipment, food and beverages, etc.
 - Sponsor shall provide, from an insurance carrier reasonably acceptable to AMSD, general liability insurance along with workers compensation for its employees with the following minimum limits: \$1,000,000 per occurrence, \$2,000,000 aggregate with a \$5,000,000 umbrella. As may be required by the nature of the event, Sponsor shall provide other insurance (e.g., media liability insurance coverage or pyrotechnic endorsements to the commercial general liability) in amounts required by the applicable facility. All such policies shall list as additional insureds the AMSD Indemnified Parties.
- c) Early on-sale Opportunities. Valley View Casino and Hotel VIP Members will have access to early on-sale for publicly ticketed events at the Center, subject to artist/promoter restrictions (e.g., fan clubs, etc.)

- d) VVCH will have access to mutually agreed upon AEG VIP experiences at facilities owned/operated by AEG and its subsidiaries, for up to four (4) tickets per event. Examples of potential experiences include:
- Emmy Awards VIP access at NOKIA Theatre L.A. Live (+ pre and post parties)
 - ESPN Espy Awards VIP access at NOKIA Theatre L.A. LIVE (+ pre and post parties)
 - Latin Grammys at NOKIA Theatre L.A. Live
- e) VVCH will have a ticket bank of one-hundred and fifty (150) tickets per Contract Year to be used for publicly ticketed events owned/operated by AEG and its subsidiaries worldwide (including STAPLES Center).
- Maximum of 4 tickets available for any one event
 - Subject to artist/promoter restrictions and availability
 - AMSD will use commercially reasonable efforts to obtain seats that are premier VIP/Artist/building holds not generally available to the public at large
 - Unused tickets in any Contract Year do not roll over
 - Any use of the marks and logos of the applicable AEG event and/or venue in connection with the promotion or distribution of such tickets shall, in each case, be subject to the prior written approval of AEG
 - AEG will use commercially reasonable efforts to provide VVCH with a reasonable number of parking passes to be used in connection with such ticket bank, subject to availability
- f) **STAPLES Center Suite Bank.** Use of a private luxury suite ("Suite") during each Contract Year to four (4) mutually agreed upon publicly ticketed events at STAPLES Center
- Tickets will include access to the Lexus Club for all guests, provided however that costs of food and beverage will be the responsibility of VVCH
 - Includes parking passes
 - Sponsor shall be responsible for all additional costs associated with its use of the Suite (i.e. food and beverage, catering, etc.)
 - Sponsor's use of the Suite shall be consistent with and pursuant to the rights and obligations of "Licensee" (as that term is defined in the Event Suite License Agreement) under the STAPLES Center Event Suite License Agreement ("Suite Agreement"), a copy of which is attached as Exhibit C of the Agreement and incorporated herein. Sponsor shall adhere to all the terms of the Suite Agreement during the Term and during its use of the Suite
- g) **STAPLES Center Connect Nights.** Opportunity to host six (6) guests (with one (1) accompanying parking pass) during four (4) mutually agreed upon publicly ticketed events at STAPLES Center during each Contract Year with VIP access during the event. Potential experiences may include:
- Pre-event tour of LA Live and STAPLES Center guided by an AEG representative offering the opportunity to view behind the scenes areas such as the event level, television studio space, press room, etc.
 - Access to the Lexus Club (if open for such event) at STAPLES Center or surrounding LA Live restaurants (costs of food and beverage to be the sole responsibility of VVCH)
 - VIP Credential Access to the Lexus Club at STAPLES Center
 - VIP Credential Access to the Hyde Lounge at STAPLES Center
 - VIP Credential Access to the Chairman's Room at STAPLES Center
 - Sponsor discount from Team LA Merchandise store at STAPLES Center
 - AEG Executive to visit with the group at one point during the evening to welcome them to LA Live and STAPLES Center
 - Opportunity for a select number of clients to sit in the NHL penalty box during the pre-game skate prior to an LA Kings home game

- One (1) position on a Zamboni during an intermission break at an LA Kings home game
- h) **GRAMMY Awards at STAPLES Center.**
 - Four (4) VIP Tickets during each Contract Year for the GRAMMY Awards at STAPLES Center
- i) VVCH will have the opportunity to host one (1) private or public event at the Center on a mutually agreed upon date
 - Subject to schedule of events and availability, as well as rules and regulations of the Center and its standard event license agreement
 - Sponsor shall be responsible for all costs and expenses

Section 6: Email & Database Marketing

- a) VVCH will have a branded banner on the Center Connection as well as hyperlink therefrom to VVCH's own website. The Center Connection goes out multiple times a month for the following alerts:
- 1) Monthly Newsletter
 - 2) Pre Sale opportunities
 - 3) On Sale Now announcements
 - 4) Tickets Still Available announcements
 - 5) Great Holiday Gift announcements
 - 6) Special Ticket Promo announcements
- b) AMSD and VVCH shall explore potential email marketing opportunities via other AEG outlets for potential VVCH offers and communications, subject to privacy laws, applicable privacy policies, and sponsors.