

**SHADRAWY & RABINOVITZ**

A PROFESSIONAL ASSOCIATION  
OF INDEPENDENT  
ATTORNEYS AT LAW

BERNARD F. SHADRAWY, P.C. (1943-2005)  
BERNARD F. SHADRAWY, JR., P.C.  
EDWARD RABINOVITZ  
RUSSELL F. FANARA

31 STATE STREET  
BOSTON, MASSACHUSETTS 02109

TELEPHONE: (617) 523-3333  
TELECOPIER: (617) 523-5185  
E-MAIL: SHADRAB@SHADRABLAW.COM

March 5, 2010

John R. Read  
Chief, Litigation III Section  
Antitrust Division  
United States Department of Justice  
450 Fifth Street, NW, Suite 4000  
Washington, DC 20530

**RECEIVED**

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LITIGATION III, ANTITRUST DIV.  
U.S. DEPT. OF JUSTICE

**RE: Middle East Restaurant, Inc. – Ticketmaster/Live Nation Merger**

Dear Mr. Read:

I represent the Middle East Restaurant, Inc. (“The Middle East”) which operates a restaurant and entertainment venue at 472-480 Massachusetts Avenue, Cambridge, Massachusetts. The Middle East entered into a Licensed User Agreement with Ticketmaster, LLC in January, 1999. Ticketmaster provides ticketing services for attractions at The Middle East.

Under the Licensed User Agreement, as amended there is a two (2) year term that automatically renews unless either party gives written notice of termination at least 90 days before the renewal date. Prior to the merger the Licensed User Agreement renewed again. It should be noted that due to the Ticketmaster monopoly (80% of the market) The Middle East had no alternative but to renew its Agreement. What The Middle East is requesting the Justice Department to do as part of the settlement of the merger is to allow small venues like The Middle East early termination of its ticketing agreement with Ticketmaster. The reasons in support of this request are as follows.

Live Nation has indicated that The Middle East is one of their competitors for live music in the greater Boston Market. The merger puts The Middle East in the position of helping to fund its major competitor.

Although Ticketmaster has assured The Middle East of the protection of its data post-merger, there are no systems or penalties in place to protect The Middle East’s customer’s data. Furthermore, while this data may not be shared with Live Nation, Ticketmaster may certainly use the data to promote Live Nation shows, some of which may end up in direct competition with shows at The Middle East. It is not a far reach to

*John R. Read, Chief, Litigation III Section*

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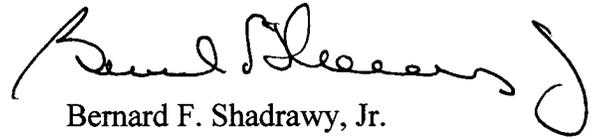
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imagine that when the merger is completed, Live Nation Entertainment shows will be the emphasis for promotions and marketing.

The proposed Final Judgment lists a number of anti-retaliatory provisions as well as provisions to promote competition. We are requesting that the Justice Department interpret these anti-retaliatory provisions (or add a new provision as necessary) that allows smaller venues, including The Middle East, to terminate existing ticketing services contracts early in accordance with the provisions about not retaliating against venues that seek alternate ticketing arrangements.

If you have any questions regarding this matter or require additional documentation please contact me.

Very truly yours,  
Middle East Restaurant, Inc.  
By its attorney,

A handwritten signature in black ink, appearing to read "Bernard F. Shadrawy, Jr.", with a large, stylized flourish at the end.

Bernard F. Shadrawy, Jr.

BFSJR/bc

cc: Joseph Sater  
Kevin Hoskins