

LEASE AGREEMENT

Fox Performing Arts Center and Riverside Municipal Auditorium

by and between

THE CITY OF RIVERSIDE

("Landlord")

and

LIVE NATION WORLDWIDE, INC.

("Tenant")

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LEASE AGREEMENT

BASIC LEASE INFORMATION

1. Effective Date: _____, 2024. The date upon which the Term (as defined below) of this Agreement shall commence. The Effective Date shall become effective only after approval the governing body of Landlord and full execution by the Parties.

2. Landlord: The CITY OF RIVERSIDE, a California charter city and municipal corporation (“Landlord”)

3. Landlord's Address: City of Riverside
3900 Main Street
Riverside, CA 92501
Attn: City Clerk

All notices sent to Landlord under this Lease shall be sent to the above address, with copies to:

City of Riverside
Community and Economic Development Department
3900 Main Street
Riverside, CA 92522
Attn: Director

4. Tenant: LIVE NATION WORLDWIDE, INC., a Delaware corporation

5. Tenant’s Contact Person: Benjamin Weeden

6. Tenant’s Address and E-mail: Benjaminweeden@livenation.com
Live Nation, 325 N. Maple Drive, 2nd Floor
Beverly Hills, CA 90210

All notices sent to Tenant under this Lease shall be sent to the above address, with copies to:

Live Nation
325 N. Maple Drive, 2nd Floor
Beverly Hills, CA 90210
Attn: Chief Counsel - Concerts

7. Premises Square Footage: Approximately 7,902 square feet for Fox PAC and approximately 20,637 square feet for RMA.

8. Premises Address: The Fox Performing Arts Center (“Fox PAC”) located at 3801 Mission Inn Avenue, Riverside, California, and the Riverside Municipal Auditorium (“RMA”), located at 3485 Mission Inn Avenue, Riverside, California, (collectively, the “Premises” or “Venues”).
9. Property: Not applicable.
10. Building: Not applicable.
11. Term: Eight (8) years (“Initial Term”). So long as an Event of Default has not occurred during the Initial Term, the term of this Lease shall automatically renew for one (1) period of an additional eight (8) years (defined as the “Renewal Term”).
12. Delivery Date: The Effective Date.
13. Expiration Date: The date which is ~~five (5)~~ ^{eight (8)} years after the Effective Date.
14. Base Rent: Annual Base Rent for the Premises (i.e., both venues in the aggregate):
- | | |
|----------------------|--------------|
| Years 1 through 5: | \$200,000.00 |
| Years 6 through 10: | \$225,000.00 |
| Years 11 through 16: | \$250,000.00 |
15. Prepaid Base Rent: \$0
16. Additional Rent: Additional Rent in the amount of Two Dollars (\$2.00) per paid ticket sold in connection with Live Nation promoted Events (as defined in Section 1.4 below) at the Venues, commencing at ticket 1 on paid tickets sold, shall be paid quarterly as more fully provided in Section 3.1. In addition, Tenant shall be responsible for the payment of any possessory use/interest tax directly to the applicable governmental authority (but Tenant shall have no obligation to pay any tax adopted hereafter by Landlord that is only payable by the Venues and not by any other property in the City of Riverside).
17. Security Deposit: One Hundred Thousand Dollars and Zero Cents (\$100,000.00)
18. Tenant Allowance: Premises in its “as-is” condition with no tenant improvements to be done by the Landlord.
19. Permitted Use: Live music/entertainment, restaurants, bars, retail, VIP areas, special events and all other commercial activities undertaken by Tenant and its affiliates nationally at comparable venues and any other lawful purpose consistent with such use, including, without limitation, retail sale of general merchandise of Tenant and/or its affiliates, private dining and meeting rooms and facilities; DJ performances and related events; private rentals, parties and events; product exhibitions; meetings, fundraising events and


Initial

charity events; broadcasting and recording of music and other forms of entertainment; concessions and other facilities for the sale of merchandise related to the other operations or events at the Venues; exhibitions and showings of pay-per-view events and events for viewing on a screen or in an auditorium generally; and the display and sale of works of art, videotapes, promotional items, music, CD's, DVD's and other items sold generally from time to time at entertainment venues. Tenant shall have no obligation to continuously operate its business from the Premises every day, but shall actively maintain business at both venues as appropriate for entertainment, events and performing arts, comparable to how it has operated at the Premises prior to the date hereof.

20. Reserved Parking Spaces:

None.

21. Unreserved Parking Spaces:

Tenant shall notify Landlord from time to time if it desires to rent unreserved parking spaces by the month, which shall be at current prevailing parking garage rates, which rate is subject to increase from time to time. Any visitor parking is also at the then prevailing rate, which is subject to increase. Tenant may purchase validations for visitor parking.

22. Broker(s):

None.

23. Guaranty:

None.

Exhibit "A" Legal Description/Site Map of Premises/Venues
Exhibit "B" Fox Riverside Theater Foundation Office
Exhibit "C" Parking

LEASE AGREEMENT

Fox Performing Arts Center and Riverside Municipal Auditorium

This Lease Agreement (“**Lease**”), dated _____, 2024, is made by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Lessor (“**Landlord**”), and LIVE NATION WORLDWIDE, INC., a Delaware corporation, as Lessee (“**Tenant**”). Landlord and Tenant are sometimes referred to in this Lease individually as a “**Party**,” and collectively as “**Parties**.”

ARTICLE I PREMISES; TERM; RENT; DEPOSIT; USE; ACCESS

1.1 **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in accordance with the terms and conditions of this Lease, the Fox Performing Arts Center (“**Fox PAC**”) located at 3801 Mission Inn Avenue, Riverside, California, and the Riverside Municipal Auditorium (“**RMA**”), located at 3485 Mission Inn Avenue, Riverside, California, (collectively, the “**Premises**” or “**Venues**”) and which consist of approximately 7,902 and 20,637 square feet, respectively, and are as described and depicted on Exhibit “A.”

1.2 **Term.** The term of this Lease shall commence on the Effective Date and shall continue for a period of eight (8) years (“**Initial Term**”). So long as an Event of Default has not occurred during the Initial Term, the term of this Lease shall automatically renew for one (1) period of an additional eight (8) years (defined as a “**Renewal Term**”). All of the terms, covenants, conditions, provisions and agreements applicable to the Initial Term shall be applicable to the Renewal Term, except that the annual Base Rent payable during the Renewal Term shall be as set forth in Section 1.4 below. All references in this Lease to the “**Term**” shall be deemed to mean the Initial Term and as may be extended by the Renewal Term.

1.3 **Acceptance of Premises.** Tenant hereby acknowledges: (a) that it has been advised to satisfy itself with respect to the condition and use of the Premises (including but not limited to the electrical and fire sprinkler systems, security, environmental aspects, seismic and earthquake requirements, and relevant laws including, but not limited to, the Americans with Disabilities Act (ADA) and applicable zoning, municipal, county, state and federal laws, ordinances and regulations and any covenants or restrictions of record (collectively, “**Applicable Laws**”) and the present and future suitability of the Premises for Lessee’s intended use; (b) that Tenant has made such investigation as it deems necessary with reference to such matters, is satisfied with reference thereto, and assumes all responsibility therefor as the same relates to Tenant’s occupancy of the Premises and/or the terms of this Lease (but the foregoing shall not otherwise limit Landlord’s express obligations under this Lease and Applicable Laws); and (c) that neither Lessor, nor any of Tenant’s agents, has made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. As required by California Civil Code No 1938, Landlord hereby notifies Tenant that an ADA Survey has not been conducted by a Certified Access Specialist for the Premises and/or surrounding common areas. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state

law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection; the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises shall be paid by the applicable party as provided in Section 5.6 and any other applicable sections of this Lease.

1.4 **Rent.** Base Rent shall be paid in equal monthly installments in the manner specified in Section 3.1 of this Lease, entitled “**Payment of Rent.**” The first month’s rent shall be payable no later than the Commencement Date, as defined herein. “**Commencement Date**” shall mean the Effective Date. The following annual Base Rental rate provisions shall apply for the Premises (i.e., for both Venues in the aggregate):

	<u>Annual Base Rent</u>
Years 1 through 5:	\$200,000.00
Years 6 through 10: ¹⁶	\$225,000.00
Years 11 through 15 :	\$250,000.00


Initial

Additional Rent in the amount of Two Dollars (\$2.00) per paid ticket sold in connection with Live Nation promoted Events at the Venues, commencing at ticket 1 on paid tickets sold, shall be paid quarterly also in the manner specified in Section 3.1 of this Lease, entitled “**Payment of Rent.**” An event (“**Event**”) shall mean a show for which tickets are made available for sale to the general public or any other type of programming, rental, promoted event or special event available to the general public and which involves a scheduled beginning and ending time typically all within the same day (or for evening Events, typically commencing in the evening and concluding before 2:00 a.m. of the succeeding day unless otherwise approved in writing by Landlord in its reasonable discretion) and shall include, without limitation, all live musical events, live entertainment events, movies, public and private rentals, special events and public and private functions available to the general public.

1.5 **Security Deposit.** Tenant shall deposit with Landlord a security deposit for the Premises in the amount One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (“**Deposit**”). The Deposit shall be subject to the terms and conditions contained in Section 3.2 of this Lease.

1.6 **Permitted Use.** For the purpose of this Lease, “**Permitted Uses**” shall mean a live music/entertainment, restaurants, retail, VIP areas, special events and all other commercial activities undertaken by Tenant and its affiliates nationally at comparable venues and any other lawful purpose consistent with such use, as well as all other activities permitted under Section 19 of the Basic Lease Information above. Tenant shall be solely responsible for ensuring that Tenant’s use is in compliance with any and all Applicable Laws, as that term is defined in this Lease, obtaining all necessary approvals for Tenant’s use prior to any use of the Premises for the Permitted Uses. Tenant shall not use, occupy and operate the Premises for any purpose other than for the Permitted Use.

1.7 **Operations of the Venues; Competition by Landlord; New Venue for Landlord.** Tenant shall have the exclusive right to distribute tickets, operate a ticket office, and charge admission for Events at the Venues. Tenant or its concessionaire shall also have the exclusive right to sell food and beverages as well as concessions, clothing, novelties, and publications (collectively “**Concessions**”) within the Venues as appropriate. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to serve liquor within the Premises, subject to all applicable laws and regulations.

During the Term, unless required by duly passed legislation of the City Council of the City of Riverside, Landlord shall not build, or lease or purchase from a third party, a venue with a viewable sellable capacity less than 3,500 persons operated for any of the Permitted Uses; any such venue built, leased or purchased by Landlord due to any such City Council legislation shall be subject to Tenant’s “**ROFR Venue**” rights in the same manner provided in the next paragraph below. The foregoing shall not be deemed to prohibit a restaurant where the use of music is ancillary to the primary restaurant use, such as using recorded background music during service or a DJ or cover band as part of a private event nor shall the foregoing to be deemed to apply, in any way, to the City of Riverside Convention Center and any expansion thereto (so long as the Convention Center and any expansion thereto are not primarily used each year for ticketed events featuring live music or other performances otherwise suitable to be held at either of the Venues).

If Landlord (or any entity or agency on its behalf) elects to build, or lease or purchase from a third party, a new venue with a viewable sellable capacity equal to or exceeding 3,500 persons (the “**ROFR Venue**”), Tenant shall have a right of first refusal to match the core economic terms of any proposed agreement between Landlord (or such entity or agency on its behalf), on one hand, and a third party, on the other hand, for the management, sublease or operation of the ROFR Venue, including, without limitation, the right to match any changes in an offer by a third party (such that if Tenant matches an offer made by a third party but the third party then improves its offer one or more times, Tenant shall have the right of first refusal to match each improved offer from the third party). If Landlord (or an entity or agency on its behalf) receives an acceptable offer for such an agreement, Landlord shall notify Tenant in writing with the core economic terms of the offer. Tenant shall have fifteen (15) business days to match the core economic terms of the offer, in which case Landlord and Tenant shall proceed to enter into a new agreement on such core economic terms, plus such additional terms as may be agreed by the parties in their reasonable discretion. If Tenant does not respond to the notice concerning the offer (or declines to match the offer) within 15 business days from its receipt thereof, Landlord shall have the right to enter into an agreement with the third party on the core economic terms set forth in the notice to Tenant. If the core economic terms of the third party’s offer change after the notice is sent to Tenant (whether during or after the 15-day period described above), Landlord shall send Tenant a new notice with the new terms, and the 15-day process above shall be repeated.

1.8 **Broadway in Riverside.** Tenant shall make good faith efforts to ensure that the event known as Broadway in Riverside shall be annually presented and maintained on the Premises. Tenant is not obligated to self-present a Broadway series and Landlord may opt to subsidize or otherwise fund touring Broadway presentations. Tenant shall not be required to alter

its customary rental pricing or Event standards when considering whether to contract for any Broadway presentations at the Premises.

1.9 **Use by Landlord.** Landlord shall be entitled to six (6) occasions in the aggregate in each calendar year during the Initial Term and the Renewal Term, subject to the terms and conditions hereof, to make use of either Venue for hosting an Event (“**Landlord’s Use**”), provided however, that the booking for Landlord’s Use shall be subject to Tenant’s previously booked and held Events. The Landlord’s City Manager or his designee shall be the Landlord’s designated agent to coordinate with Tenant’s staff for Landlord’s Use of the Venues. Examples of Landlord’s Use events include, but are not limited to Police Chief Swearing In Ceremony, Fox Foundation Red Carpet Gala and other similar events. Landlord shall provide Tenant with as much advanced notice as reasonably possible for any requested dates for Landlord’s Use (and shall use best efforts to provide at least twelve (12) months’ prior notice in each case).

Landlord shall not pay any user, license or rental fee, for the Landlord’s Use. Landlord shall, however, after receipt of a written invoice, reimburse Tenant for all actual costs incurred by Tenant to facilitate the Landlord’s Use (including, but not limited to, a reasonable allocation of Tenant’s overhead). Such costs shall include, but not be limited to, cleaning, stagehands, allocable share of liability insurance premiums, security, house staff and utility charges and the cost to repair any damage to the Premises by Landlord, its agents or invitees (but any reimbursement Tenant receives from applicable insurance shall be offset against the amount due from Landlord). Tenant shall retain exclusive rights to the operation of all concessions and other operations at the Premises during Landlord’s Use, including, without limitation, food and beverage concessions and sales, including alcoholic beverages (but Landlord shall have the right to prohibit the sale of alcoholic beverages for any Landlord’s Use). All proceeds of such sales and concession operations shall be the sole property of Landlord (but the foregoing shall not limit Landlord’s reimbursement obligations for Tenant’s costs as provided above). Tenant will ensure that the pricing for any concessions shall not exceed the normal pricing therefor charged at standard Events at the Venues.

1.10 **Complimentary Tickets.** Landlord shall be entitled to receive a maximum of twenty (20) complimentary tickets for each Event at the Venues that is open to the general public and is presented or promoted by Tenant (“**Complimentary Tickets**”). Landlord may not engage in the sale or re-sale of the Complimentary Tickets nor may Landlord offer any Complimentary Tickets to the intended user prior to the date the tickets have first become generally available to the public.

1.11 **Access.** Tenant and Tenant’s agents shall have the right to access the Premises 24 hours a day, 7 days a week. Landlord and Landlord’s agents shall have the right to access the Premises when necessary and appropriate on reasonable prior notice to Tenant, including, without limitation, at least one (1) time each quarterly period for the purpose of inspecting the same and to post any customary or legally required notices and to take all such reasonable action thereon as may be necessary or appropriate for any such purpose provided for under this Lease (but nothing contained in this Lease shall create or imply any duty on the part of Landlord to make any such inspection or to do any such work). No such entry shall constitute an eviction of Tenant. Landlord

shall coordinate its access in advance with Tenant so as to minimize interference with Tenant's operations and Events.

1.12 **Fox Riverside Theater Foundation**. The Fox Riverside Theater Foundation shall be granted one (1) office space and reasonable access to said space in the Fox PAC, as depicted in Exhibit "B." Access to the Tower Room and VIP spaces during promoted events will be granted free of charge to designated, ticket-holding Foundation guests, subject to availability and capacity. The Foundation's access to the facility and rights under this section shall be subject to terms and conditions of a Memorandum of Understanding between Tenant and the Fox Riverside Theater Foundation for the use of the Tower Room, office space, ticket revenue, and other such issues.

1.13 **Parking**. Landlord shall provide Tenant with employee parking and loading dock access, as depicted in Exhibit "C." Landlord, throughout the Term of this Lease and any extension thereto, shall have no right to sublease to any third party any parking spaces controlled and/or leased by Landlord from a third party. However, Landlord may rent out spaces to its employees and contractors in areas not shown in Exhibit "C". Landlord shall reasonably cooperate with Tenant to provide additional parking, valet and rideshare drop-off and pickup areas for the Premises upon request by Tenant. Landlord shall not unreasonably interfere with Tenant's current manner of usage of the street, curb and sidewalk area in front of the Fox PAC in connection with events held at the Fox PAC (including, without limitation, modifying such street, curb or sidewalk areas in a manner which would make it impractical or illegal for trucks or busses involved with such events to utilize such street or curb areas unless Landlord is legally required to do so by the City Council of the City of Riverside, the County of Riverside or the State of California (or agencies of such county or state)). In the event Landlord hereafter performs any construction adjacent to or nearby either Venue, Landlord shall reasonably minimize any interference with Tenant's Venue operations, signage visibility, and access (including, without limitation, the street, curb and sidewalk area in front of the Venues) during the course of such construction; in the event Landlord breaches this sentence, Tenant shall be entitled to a Base Rent credit for each day that such construction materially and adversely affects Tenant's operations at a Venue.

ARTICLE II CONDITION OF PREMISES; ACCESS

2.1 **Condition of Premises**. Tenant has examined the Premises and agrees to take possession of the Premises in an "as is" condition, subject to Landlord's obligations under this Lease. Subject to the foregoing, Tenant acknowledges and agrees that Landlord, including its authorized agents, representatives and employees, has not made any representations, guarantees or warranties regarding the Premises, nor has Landlord, its agents, representatives, or employees made any representations, guarantees or warranties regarding whether the Premises and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the Commencement Date.

2.2 **Landlord Access**. Landlord, and its authorized agents, representatives, and employees, may enter the Premises at any time in case of emergency, and otherwise with seventy-two (72) hours prior notice to: (i) inspect the Premises; (ii) exhibit the Premises to prospective purchasers, lenders, insurer or tenants; (iii) determine whether Tenant is complying with all its obligations hereunder; (iv) take possession due to any breach of this Lease at the time and in the

manner provided herein; (v) perform any covenants of Tenant which Tenant fails to perform after the occurrence of an Event of Default regarding such covenants; (vi) to perform duties of Landlord as set forth in this Lease; and (vii) repair, alter or improve the Premises or any portion of the Premises as required or permitted hereunder, and may for such purposes erect, use and maintain scaffolding, pipes, conduits and other structures in and through the Premises where reasonably required by the nature of the work to be performed; provided, however, that all such work shall be done as promptly as reasonably possible and so as to cause as little interference with the operation of Tenant's business as reasonably possible. So long as the foregoing does not unreasonably interfere with Tenant's operations, (i) there shall be no abatement of any Rent by reason of Landlord's entry of the Premises pursuant to this Section 2.2 and (ii) Tenant hereby waives any claim for consequential damages, including but not limited to interference with business, lost profits, and any other consequential damages of any sort whatsoever, for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises occasioned by such entry. Landlord shall at all times have and retain a key with which to unlock all of the doors in, or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may reasonably deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or improvements except as otherwise expressly agreed to be performed by Landlord in this Lease.

ARTICLE III PAYMENT OF RENT; SECURITY DEPOSIT; LATE CHARGES

3.1 **Payment of Rent.** Base Rent shall be paid in advance on or before the first calendar day of each month during the Term. If the Term commences on a calendar day other than that first calendar day of the month or ends on a calendar day other than that last calendar day of a calendar month, then Base Rent will be appropriately prorated by Landlord based on the actual number of calendar days in such month. If the Term commences on a calendar day other than the first calendar day of a calendar month, then the prorated Base Rent for such month shall be paid on or before the first calendar day of the Term. Rent shall be paid to Landlord without written notice or demand, and without offset, in lawful money of the United States of America at Landlord's address, or to such other address as Landlord may from time to time designate in writing.

For Additional Rent payable under Section 1.4, Tenant shall pay amounts arising from each calendar quarter by the fifteenth (15th) day after the end of such quarter.

3.2 **Security Deposit.** If Tenant commits an Event of Default with respect to any provision of this Lease, including but not limited to the provisions related to the payment of Base Rent, Landlord may use, apply or retain all or any part of the Deposit for the payment of rent, any other sum in default, or for the payment of any other amount Landlord may spend or become obligated to spend by reason of Tenant's Event of Default, or to compensate Landlord for any other loss or damage Landlord may suffer by reason of Tenant's Event of Default. If any portion of the Deposit is so used, applied or retained, Tenant shall within ten (10) calendar days after

written demand deposit cash with the Landlord in an amount sufficient to restore the Deposit to its original amount. Landlord shall not be required to keep the Deposit separate from its general funds, and Tenant shall not be entitled to any interest earned on the Deposit. The Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of rent due for the last month of the Term.

A. Tenant specifically waives the provisions of California Civil Code Section 1950, which provides that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant, or to claim the Premises. Landlord and Tenant agree that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other foreseeable or unforeseeable loss or damage caused by the act or omissions of Tenant or Tenant's officers, agents, employees, independent contractors, or otherwise.

B. If Tenant faithfully, and timely performs every provision of this Lease to be performed by it, the Deposit or balance of the Deposit shall be returned to Tenant within thirty (30) calendar days after the expiration of the Term. Landlord may deliver the funds deposited under this Lease by Tenant to the purchaser of the Premises in the event that the Premises is sold, and after such time, Landlord shall have no further liability to Tenant with respect to the Deposit.

3.3 **Late Charges**. Tenant hereby acknowledges that late payment by Tenant of the Base Rent, Additional Rent, or any other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Base Rent, Additional Rent, or any other sums due from Tenant under this Lease, shall not be paid within ten (10) days after the time set forth in this Lease for payment thereof, Tenant shall thereupon pay to Landlord a late charge equal to five percent (5%) of the overdue amount. Landlord and Tenant agree that this late charge represents a reasonable sum considering all of the circumstances existing on the date of this Lease, including the relationship of the sum to the loss to Landlord that could be reasonably anticipated by such nonpayment by Tenant and the anticipation that proof of actual damages sustained by Landlord would be costly or inconvenient to determine. Landlord and Tenant agree that such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord at law, in equity, or under this Lease. Landlord, at its option, may deem any such overdue amounts and/or late charges so unpaid to be additional rent, nonpayment of which shall (if such failure continues beyond the notice and cure period in Section 12.1), in addition to any other rights and remedies available to Landlord, give rise to those rights and remedies of Landlord set forth in Section 12.2 of this Lease.

ARTICLE IV
EVENT; DAYS OF OPERATION; SPONSORSHIP; POLITICAL ACTIVITIES;
LIQUOR LICENSE; PREFERRED PROVIDER

4.1 **Event.** An “Event” shall have the meaning ascribed thereto in Section 1.4.

4.2 **Sponsorship; Naming.** Should Tenant seek to obtain any naming rights sponsorship for the Premises, the Parties must mutually agree to such naming rights sponsorships, and Tenant shall enter into agreement with Landlord with respect to revenue sharing for such naming rights sponsorship agreements. All sponsorships shall be general public appropriate. Any sponsorships which Tenant desires to enter into hereafter for either Venue not relating to the Venue’s name shall require Landlord’s approval, which shall not be unreasonably withheld, conditioned or delayed, but no revenue sharing with Landlord shall be required; such sponsorships shall be appropriate for the general public and any signage related to such sponsorship shall comply with all local and state legal requirements. Any sponsorship agreements not relating to the Venue’s name for either Venue currently in effect as of the date hereof shall not require Landlord’s approval. Tenant may use the name and/or logo of the Premises in its advertising and merchandising for the Premises.

4.3 **Political Activities.** Tenant shall not utilize the Premises for the purpose of Tenant supporting, campaigning or working for the nomination, election, or endorsement of a candidate for political office. Notwithstanding the foregoing, Tenant may rent all or a part of the Premises to persons or entities for political events or activities, on the same terms and conditions that are available to the general public.

4.4 **Liquor License.** Tenant shall obtain a liquor license and shall comply with all requirements of the liquor license and applicable laws regulating the sale of alcoholic beverages at the Premises. Tenant agrees that there shall be no liquor sold or served after midnight at any time.

4.5 **Licenses, Permits and Business Tax.** As a condition of this Lease, Tenant shall secure and maintain at all times, a business license to operate in the City of Riverside, and shall also secure and maintain at all times, any other licenses or permits which may be required of comparable businesses operating in the City of Riverside. Tenant understands that its performance of the services will constitute doing business in the City of Riverside, and it shall, therefore, register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

ARTICLE V
USE; SIGNS AND DECOR; COMPLIANCE WITH LAWS; NON-DISCRIMINATION

5.1 **Use.** Tenant shall use the Premises as set forth in Section 1.6 and shall do so in a careful, safe and customary manner and shall not use the Premises for any illegal business or purpose or any purpose unlike its use of other venues operated by Tenant or its affiliates. Tenant shall not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable law, ordinance order, rule, regulation or other governmental requirement. Tenant shall not commit waste or suffer or permit waste to be committed in, on or

about the Premises. Tenant shall conduct its business and control its employees, agents and invitees in such a manner so as not to create a nuisance a risk of fire or other hazard, or that would violate, suspend, void or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon the Premises (unless Tenant pays the increased portion of the premium attributable to Tenant's activities).

5.2 **Signs and Decor.** Any permanent exterior signs solely identifying Tenant's trade name to be installed by Tenant hereafter shall be subject to the prior written approval of Landlord, shall comply with all local and state laws and shall be installed by a sign contractor approved by Landlord in its reasonable discretion; any existing signs installed at the Premises as of the Effective Date that comply with all local and state laws are hereby approved. Tenant shall be responsible for payment of all sign costs including installation costs, permits and costs to repair the Premises resulting from the installation or removal of such sign. Any and all changes to the decor of permanent elements of the Premises must be first submitted to Landlord, in writing, for approval in its reasonable discretion, except as otherwise provided in Section 8.2. The parties agree to the signage and façade presentation set forth in Exhibit "D." Tenant shall have the right to install signage of size, quality and type at the Premises consistent with its other venues, to the maximum extent allowable by applicable law, as the same may be modified by variance, but the design of such signage shall be subject to Landlord's reasonable approval, shall comply with all local and state laws and shall be reasonable in light of the historic nature of the Venues. Landlord, at no cost to Tenant, shall reasonably assist Tenant at any required governmental or quasi-governmental meeting as required to obtain permits or variances for exterior signage, Tenant's permitted uses, or in accordance with Tenant's sponsorship agreements.

5.3 **Compliance with Laws.** Tenant shall comply with all applicable laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use of the Premises by Tenant (but Landlord shall comply with all Applicable Laws relating to the condition or occupancy of the Premises in general, to the extent not relating to Tenant's specific use of the Premises). The judgment of any court of competent jurisdiction, or the admission of Tenant or Landlord in a proceeding brought against it by any governmental entity, that such admitting party has violated any such governmental requirement shall be conclusive as between the Landlord and the Tenant and shall constitute grounds for declaration of default of this Lease by the non-admitting party.

5.4 **Compliance with Environmental Laws.** Tenant and the Premises shall remain in compliance with all applicable laws, ordinances, orders, rules and regulations regulating, relating to, or imposing liability of standards of conduct concerning any Hazardous Materials, or pertaining to occupational health or industrial hygiene, occupational or environmental conditions on, under, or about the Premises, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("**RCRA**") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("**FWPCA**") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("**TSCA**") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("**HMTA**") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et

seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C Section 25288 et seq.]; the California Hazardous Substances Account Act [H & S C Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C Section 24249.5 et seq.] the Porter-Cologne Water Quality Act [Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state or local law, ordinance, order, rule or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under or about the Premises, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water or land use (“**Environmental Laws**”).

A. Tenant and Landlord each shall immediately notify the other in writing and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Premises or compliance with Environmental Laws. To the extent any actions, proceedings or liens relate to violations of Environmental Laws by Tenant, (i) Tenant shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Landlord, and (ii) Tenant shall keep the Premises free of any lien imposed pursuant to and Environmental Law. To the extent any actions, proceedings or liens relate to violations of Environmental Laws by Landlord or its predecessors in interest, (i) Landlord shall promptly cure and seek to have dismissed with prejudice any of those actions and proceedings to the satisfaction of Tenant, and (ii) Landlord shall keep the Premises free of any lien imposed pursuant to and Environmental Law.

B. For the purpose of Section 5.4, the term “**Hazardous Materials**” shall include, without limitation, substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” “extremely hazardous wastes,” or “restricted hazardous wastes,” or stated to be known to cause cancer or reproductive toxicity, under any Environmental Law. Tenant shall not permit to occur at the Premises any release, generation, manufacture, storage, treatment, transportation or disposal of any Hazardous Materials. Tenant shall promptly notify Landlord in writing if Tenant has or acquires notice or knowledge that any Hazardous Materials have been or are threatened to be released, discharged, disposed of, transported, or stored on, in, under or from the Premises; and if any Hazardous Materials are found on the Premises, Tenant, at its sole cost and expense, shall immediately take such action as is necessary to detain the spread of and remove the Hazardous Material to the reasonable satisfaction of Landlord and the appropriate governmental authorities (unless Landlord or its predecessors in interest brought such Hazardous Materials on to the Premises, in which case Landlord, at its sole cost and expense, shall immediately take such action as is necessary to detain the spread of and remove the Hazardous Material to the reasonable satisfaction of Tenant and the appropriate governmental authorities).

C. Landlord shall, at Landlord’s sole cost and expense, have the right at all reasonable times and from time to time to conduct environmental audits of the Premises, and Tenant shall cooperate in the conduct of those audits.

D. If Tenant or Landlord fails to comply with the forgoing covenants pertaining to Hazardous Materials, the other party may cause the removal (or other cleanup acceptable to such other party) of any Hazardous Materials from the Premises. The costs of Hazardous Materials removal and any other cleanup (including transportation and storage costs) will be additional rent under this Lease (or reimbursable by Landlord to Tenant, as applicable), whether or not a court has ordered the cleanup, and those costs will become due and payable on demand by such other party. Tenant shall give Landlord, its agents and employees access to the Premises to remove or otherwise cleanup any Hazardous materials. Except as otherwise provided in this Lease, Landlord has no affirmative obligation to remove or otherwise cleanup any Hazardous Materials, and this Lease shall not be construed as creating any such obligation.

E. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord and at Tenant's sole cost), and hold Landlord and Landlord's elected and appointed officials, officers, employees, agents, successors and assigns free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (excluding consequential or special damages), disbursements or expenses of any kind (including reasonable attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending or prosecuting any litigation, claim or proceeding)(collectively, "**Claims**") that may at any time be imposed upon, incurred by, or asserted or awarded against Landlord in connection or arising out of: (i) any Hazardous Material brought by Tenant on, in, under or affecting all or any portion of the Premises, (ii) any violation or claim of violation of any Environmental Law by Tenant; or (iii) the imposition of any lien for the recovery of costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials by Tenant on, in, under or affecting all or any portion of the Premises. Tenant's indemnification shall survive the expiration and termination of this Lease. Landlord shall similarly indemnify, defend and hold Tenant, its agents, affiliates and contractors harmless from any Claims to the extent relating to Hazardous Materials for which Landlord is responsible under this Lease.

5.5 **Non-Discrimination.** Without limitation on Landlord's obligations under Section 5.6 hereof, Tenant herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the leasing, use, occupancy, tenure, or enjoyment of the Premises, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of Tenants, Tenants, Sub-tenants, or vendees in the Premises herein leased.

5.6 Accessibility and Non-Discrimination Laws (ADA et al.) Indemnification.

5.6.1 By Landlord.

A. Except as otherwise expressly provided in Section 5.6.2 hereof, and unless caused by Tenant's active negligence or willful misconduct, Landlord agrees to and shall unconditionally indemnify and defend Tenant, its directors, officers, members, employees, agents, contractors, licensees, invitees, affiliates (including, without limitation, related entities with substantial direct or indirect ownership in common with Tenant), successors and assigns (hereinafter collectively referred to as the "**Tenant Indemnified Parties**") against, and hold the Indemnified Parties harmless from, any and all threatened, pending or completed claims, lawsuits, proceedings, demands, judgments, penalties, liabilities, costs, damages and expenses (collectively, "**Claims**") incurred by the Tenant Indemnified Parties, or any of them, whether known or unknown, foreseen or unforeseen, direct or indirect, including without limitation court costs and reasonable attorneys' fees (whether incurred prior to trial, at trial or on appeal), to the extent caused by, resulting from or relating to the failure of the physical condition of all or any part of the Premises to comply with the facility- and construction-related accessibility requirements of any ADA Laws and Regulations (defined below) (collectively, the "**Landlord Indemnified Obligations**"). Without limiting the generality of the above, the Landlord Indemnified Obligations are intended to include all damages suffered by the Tenant Indemnified Parties as a result of any loss of or limit in the use of the Premises due to the failure of the physical condition of all or any part of the Premises to comply with the facility- and construction-related accessibility requirements of any ADA Laws and Regulations, except to the extent such construction is required due to Tenant's specific actions and inactions as provided in Section 5.6.2.A or is construction performed by Tenant (or a contractor on Tenant's behalf).

B. For purposes of this Section 5.6.1, the term "**ADA Laws and Regulations**" means any and all Federal, State and local laws prohibiting discrimination against or providing rights to individuals with disabilities, as now in effect and hereafter amended, including without limitation (i) the Americans With Disabilities Act of 1990 (the "**ADA**") and all rules and regulations issued under the ADA, including without limitation, (a) the ADA Accessibility Guidelines for Buildings and Facilities as issued and amended by the U.S. Architectural and Transportation Barriers Compliance Board (56 F.R. 35455 et. Seq.) and (b) Titles II and III of the ADA (42 U.S.C. § 12181 et seq.) and the regulations guidance and technical assistance promulgated thereunder (28 C.F.R. Part 36), (ii) the Unruh Civil Rights Act (California Civil Code Section 51 et seq.), (iii) California Building Standards Codes related to accessibility requirements for individuals with disabilities, and (iv) California Government Code Section 11135 related to the accessibility of state and local government programs, services, and activities for individuals with disabilities. For purposes of this Section 5.6.1, the Landlord Indemnified Obligations shall include, without limitation, compliance with all of the laws and regulations described in clauses (a) and (b) of clause (i) of this paragraph B, all of the laws and regulations described in clause (iii) of this paragraph B, and any of the laws and regulations described in the other portions of this paragraph B to the extent relating to the physical condition of the Premises or involving the facility- and construction-related accessibility requirements of any ADA Laws and Regulations.

C. Promptly following Tenant or Landlord learning of a Claim related to a Landlord Indemnified Obligation, such party shall provide the other party with notice of such Claim; provided, however, failure by either party to provide such prompt notice shall not release Landlord from any of its obligations under this Section 5.6.1 except to the extent that Landlord is materially prejudiced by any such failure to provide prompt notice on Tenant's part.

D. Landlord shall have the right to participate in and control the defense of any Claim (subject to Section 5.6.1(E) below) and to retain reputable counsel with substantial expertise in ADA Laws and Regulations, at Landlord's expense, to represent each Tenant Indemnified Party in defending such Claim. Landlord shall keep the Tenant Indemnified Parties advised of the status of such Claim and the defense thereof and shall consider in good faith recommendations made by the Tenant Indemnified Parties with respect thereto. Any Tenant Indemnified Party shall have the right to retain its own counsel at its own expense; provided, however, that the fees and expenses of such Tenant Indemnified Party's counsel shall be at the expense of Landlord if (i) each of Landlord and such Tenant Indemnified Party expressly and mutually agree to the retention of such counsel, or (ii) the named parties to any such Claim (including any impleaded parties) include Landlord (on the one hand) and any Tenant Indemnified Party (on the other hand) and representation of both Landlord and such Tenant Indemnified Party by the same counsel would be inappropriate in the reasonable judgment of Landlord and such Tenant Indemnified Party, due to an actual or potential conflict of interests between the Tenant Indemnified Party and Landlord.

E. Landlord shall not be liable for the settlement of any Claim agreed to without its written consent. Landlord shall not agree to the settlement of any pending or threatened Claim relating to a Landlord Indemnified Obligation without the prior written consent of the Tenant Indemnified Parties (which consent shall not be unreasonably withheld, conditioned or delayed), unless such settlement includes an unconditional release of all Tenant Indemnified Parties from all Claims that are the subject matter of such Landlord Indemnified Obligation.

F. Landlord and Tenant covenant and agree to reasonably cooperate with one another in connection with the defense of any Claim related to a Landlord Indemnified Obligation including, without limitation, executing and delivering documents and providing access to witnesses, documents and property (including for purposes of performing interviews, physical investigations or other activities reasonably required to defend any Claim).

G. Subject to Tenant's obligations in Section 5.6.2(G) below, if injunctive relief is sought by any third party against Tenant with respect to any actual or threatened violation of the ADA Laws and Regulations at the Premises and such injunctive relief is ordered by a court of competent jurisdiction, and such actual or threatened violation is not caused in part or whole by Tenant's active negligence or willful misconduct, then Landlord shall promptly cure or correct such violation at its own expense. If such cure or correction would, in Tenant's reasonable discretion, materially and adversely affect Tenant's use or occupancy of the Premises, then, in addition to Tenant's right to indemnification under this Section 5.6.1, Tenant shall have the right to terminate this Lease by delivering thirty (30) days' prior written notice of termination to Landlord. In the event Landlord does not commence a required cure or correction under this Section 5.6.1(H) within sixty (60) days of the entry of injunctive relief (or within thirty (30) days

after completing any appeals to such order, as applicable) and thereafter diligently complete the cure or correction within one hundred twenty (120) days (unless a longer time is reasonably necessary), Tenant shall have the right, upon twenty (20) days' written notice to Landlord, to complete such cure or correction on behalf of Landlord at Landlord's reasonable expense, in which case Tenant shall be reimbursed by Landlord for the reasonable amounts incurred by Tenant as provided in Section 5.6.1(I) hereof.

H. The knowledge or actions, or failure to act, of any director, officer, agent, contractor or employee of Tenant or Tenant itself shall not be imputed to any other Tenant Indemnified Party for purposes of determining the right to indemnification under this Lease.

I. Any and all amounts payable by Landlord to Tenant or any other Tenant Indemnified Party under this Section 5.6.1 shall be paid by Landlord within 30 days following Landlord's receipt of written demand thereof (including reasonable supporting documentation), failing which (i) Tenant may, following five (5) days' written notice to Landlord, offset the amount of any delinquent payments against Base Rent or other payments payable by Tenant to Landlord under this Lease, and (ii) such delinquent payments shall accrue interest at 5% per annum from the date of demand through the date of payment or notice of offset pursuant to clause (i) above.

J. All remedies afforded to the Tenant Indemnified Parties by this Lease are separate and cumulative remedies and no one of such remedies, whether or not exercised by a Tenant Indemnified Party, shall limit any of the other remedies available to the Tenant Indemnified Parties, and shall in no way limit or prejudice any other remedy which any of the Tenant Indemnified Parties may have hereunder, at law or in equity. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to the Tenant Indemnified Parties, except as expressly provided in this Lease.

K. This indemnity provision and the Landlord Indemnified Obligations shall survive the termination or expiration of this Lease.

5.6.2 By Tenant.

A. Except as otherwise expressly provided in Section 5.6.1, and unless caused by Landlord's active negligence or willful misconduct, Tenant agrees to and shall indemnify and defend Landlord, its directors, officers, members, employees, agents, contractors, licensees, invitees, affiliates, successors and assigns (hereinafter collectively referred to as the "**Landlord Indemnified Parties**") against, and hold the Landlord Indemnified Parties harmless from, any Claims incurred by the Landlord Indemnified Parties, or any of them, whether known or unknown, foreseen or unforeseen, direct or indirect, including without limitation court costs and reasonable attorneys' fees (whether incurred prior to trial, at trial or on appeal), to the extent caused by, resulting from or relating to the failure of Tenant's specific actions and inactions in operating the Premises, or Tenant's policies and procedures for operating the Premises, including without limitation, Tenant's employee hiring policies and procedures, to comply with any ADA Laws and Regulations Applicable to Tenant (defined below) (collectively, the "**Tenant Indemnified Obligations**").

B. For purposes of this Section 5.6.2, the term “**ADA Laws and Regulations Applicable to Tenant**” means all rules and regulations issued under (i) Americans with Disabilities Act (ADA) Title I Section 12112(a), (ii) ADA Title II Subpart A, (iii) Title III Subpart B - "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities" (42 U.S.C. §12181-12189), and/or (iv) the Unruh Civil Rights Act (California Civil Code Section 51 *et seq.*), in each case to the extent that such rules and regulations specifically (a) prohibit discrimination on the basis of disability by private entities that operate places of public accommodation, and/or (b) require a private employer to make reasonable policies, practices and procedures to enable individuals with disabilities to access the Premises. Notwithstanding anything to the contrary contained herein, the ADA Laws and Regulations Applicable to Tenant and the Tenant Indemnified Obligations shall exclude all Landlord Indemnified Obligations and any obligation of Landlord to make any physical modification and/or alteration of the Premises or any part thereof in order to bring the Premises into compliance with the ADA Laws and Regulations.

C. Promptly following Landlord or Tenant learning of a Claim related to a Tenant Indemnified Obligation, such party shall promptly provide the other party with notice of such Claim; provided, however, failure by either party to provide such prompt notice shall not release Tenant from any of its obligations under this Section 5.6.2 except to the extent that Tenant is materially prejudiced by any such failure to provide prompt notice on Landlord’s part.

D. Tenant shall have the right to participate in and control the defense of any Claim (subject to any limitations set forth in other sections of this Lease) and to retain counsel reasonably satisfactory to the Landlord Indemnified Party, at Tenant’s expense, to represent each Landlord Indemnified Party in defending such Claim. Tenant shall keep the Landlord Indemnified Parties advised of the status of such Claim and the defense thereof and shall consider in good faith recommendations made by the Landlord Indemnified Parties with respect thereto. Any Landlord Indemnified Party shall have the right to retain its own counsel at its own expense; provided, however, that the fees and expenses of such Landlord Indemnified Party’s counsel shall be at the expense of Tenant if (i) each of Tenant and such Landlord Indemnified Party expressly and mutually agree to the retention of such counsel, (ii) Tenant failed, within a reasonable time after having been notified of the existence of an indemnified Claim, to assume the defense of such Claim, or (iii) the named parties to any such Claim (including any impleaded parties) include Tenant (on the one hand) and any Landlord Indemnified Party (on the other hand) and representation of both Tenant and such Landlord Indemnified Party by the same counsel would be inappropriate in the judgment of such Landlord Indemnified Party due to an actual or potential conflict of interests between the Landlord Indemnified Party and Tenant.

E. Tenant shall not be liable for the settlement of any Claim related to a Tenant Indemnified Obligation without Tenant’s prior written consent, provided such consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not agree to the settlement of any pending or threatened Claim relating to a Tenant Indemnified Obligation without the prior written consent of the Landlord Indemnified Parties (which consent shall not be unreasonably withheld, conditioned or delayed), unless such settlement includes an unconditional release of all Landlord Indemnified Parties from all Claims that are the subject matter of such Tenant Indemnified Obligation.

F. Landlord and Tenant covenant and agree to reasonably cooperate with one another in connection with the defense of any Claim related to a Tenant Indemnified Obligation including, without limitation, executing and delivering documents and providing access to witnesses, documents and property (including for purposes of performing interviews, physical investigations or other activities reasonably required to defend any Claim).

G. If injunctive relief is sought by any third party against Tenant with respect to any actual or threatened violation of the ADA Laws and Regulations Applicable to Tenant at the Premises and such injunctive relief is granted, then Tenant shall promptly cure or correct such violation at its own expense, provided that such cure or correction is legally permissible, does not materially and adversely affect Tenant's use or occupancy of the Premises, and does not require any physical alteration or modification of the Premises. If such cure or correction is not legally permissible, would materially and adversely affect Tenant's use or occupancy of the Premises, or would require any alteration or modification of the Premises, then Tenant shall have the right to terminate this Lease, without recourse to Tenant, by delivering written notice of termination to Landlord (unless in the case of any required physical alteration or modification, Landlord promptly completes the same at Landlord's expense). Any such termination shall be deemed a termination due to a Tenant default pursuant to Section 12.1 under this Lease.

H. All remedies afforded to the Landlord Indemnified Parties by this Lease are separate and cumulative remedies and no one of such remedies, whether or not exercised by a Landlord Indemnified Party, shall limit any of the other remedies available to the Landlord Indemnified Parties and shall in no way limit or prejudice any other remedy which any of the Landlord Parties may have hereunder, at law or in equity. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to the Landlord Indemnified Parties, except as expressly provided in this Lease.

I. This indemnity provision and the Tenant Indemnity Obligations of Tenant shall survive the termination or expiration of this Lease.

5.6.3 Mutually by Both Landlord and Tenant.

Landlord and Tenant acknowledge the possibility that each party might be identified, jointly or individually, as responsible or liable parties by a Claimant in a Claim alleging a violation of relevant ADA Laws and Regulations pertaining to the Premises. In the event that any such Claims allege both (1) a failure of the Premises to comply with the facility- or construction-related accessibility standards of ADA Laws and Regulations and (2) a failure of Tenant's specific actions and inactions in operation of the Premises to comply with ADA Laws and Regulations Applicable to Tenant, then the indemnification provisions of Sections 5.6.1 and 5.6.2 shall not apply to either Landlord or Tenant (but Landlord and Tenant shall each remain liable for compliance with the respective ADA Laws and Regulations for which they are each liable under Sections 5.6.1(B) and 5.6.2(B) hereof, as applicable). In the event of such a Claim, each Landlord and Tenant shall be responsible for their own respective legal defenses of, and liabilities from, said Claim and this section shall not prohibit Landlord or Tenant from seeking relief from the other party under this Lease (for instance, due Landlord's or Tenant's failure to comply with the respective ADA Laws and Regulations for which it is liable under Section 5.6.1(B) or 5.6.2(B), as applicable).

5.7 Landlord Representations and Warranties

A. Landlord may, at its sole discretion at any time before or after the Effective Date of this Lease, retain a Certified Access Specialist (“CASp”) pursuant to California Civil Code Section 1938 et seq., to conduct an ADA accessibility survey (“ADA Survey”) for the Premises. A CASp can inspect the Premises and determine whether the Premises comply with all applicable construction-related accessibility standards under State law. Although State law does not require a CASp inspection of a commercial premises, a commercial property owner or lessor may not prohibit a lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. If Tenant retains a CASp to conduct an ADA Survey, Tenant and Landlord shall mutually agree in their reasonable discretion on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection. If a CASp inspection is conducted at the behest of Landlord and/or Tenant, Landlord may make any necessary repairs, modifications or improvements to the Premises to remediate any ADA-related deficiencies identified in the CASp inspection report.

B. Landlord shall fully warranty all structural elements of the Premises for one (1) year from the Commencement Date and additionally shall warranty all mechanical, electrical and plumbing systems on the Premises for five (5) years from the Commencement Date.

C. Landlord represents, warrants and covenants that any recorded covenant, condition or restriction or condominium declaration at any time affecting the Premises shall not impair Tenant’s Permitted Uses of the Premises, and this Lease, any modifications and extensions hereof, and all rights of Tenant hereunder, shall not be impaired by any such encumbrances.

D. Landlord represents, warrants and covenants that Tenant shall have the priority right at all times during the Term to utilize the truck/bus dock without interference for deliveries, loading, unloading, and other services to the Premises.

E. Landlord represents, warrants and covenants: (a) the Premises are zoned for Tenant’s permitted use, and all mitigation and other discretionary (including sewer) fees have been or will be paid prior to commencement of the Term, so as to permit Tenant to operate its business in the manner contemplated by Tenant under this Lease; (b) Tenant’s Lease and the use of the Premises by Tenant as permitted in the Lease will not violate any conditions, covenants or restrictions, or other documents of record, affecting the Premises, or the terms and provisions of any lease for other space adjacent to the Premises; (c) the Premises shall be seismically constructed or updated at Landlord’s expense as may be required by law and/or local ordinance and as may be applicable to Tenant’s proposed use; (e) the execution and delivery of this Lease on behalf of Landlord is duly authorized and each individual executing this Lease is authorized to execute and deliver this Lease on behalf of Landlord; (f) the execution, delivery and performance of this Lease by Landlord will not breach or constitute a default under or grounds for the acceleration of maturity of any agreement, indenture or undertaking or other instrument to which Landlord is a party or by which Landlord or any of its property may be bound or affected; (g) any covenants, conditions, restrictions, easements, ground leases, mortgages or deeds of trust currently of record, including but not limited to any condominium declaration, as same may be amended or modified, will not interfere with or prevent Tenant from using the Premises for the use set forth in this Lease,

and will not diminish the rights or increase the obligations of Tenant under this Lease; (h) neither all nor any part of the Premises been designated or is subject to any type of historical designation by any state, federal, local, governmental or quasi-governmental authority or agency; (i) there are no pending condemnation proceedings, proposed special tax assessments or other adverse conditions relating to the Premises; and (m) as of the Effective Date of the Lease, that the Landlord is the fee title owner of and has all requisite rights, title and interest to the land and improvements comprising the Premises.

F. If Tenant or Landlord is a corporation, partnership or limited liability company, each individual executing this Lease on behalf of the corporation, partnership or limited liability company (in his/her representative capacity only) represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation, partnership or limited liability company and that this Lease is binding upon the corporation, partnership or limited liability company.

G. Landlord represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, and agrees to hold Tenant harmless from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors, brokers or agents claiming by, through or on behalf of Landlord with respect to this Lease and/or the negotiation hereof.

ARTICLE VI TAXES; UTILITIES; BUILDING AND CUSTODIAL SERVICES

6.1 **No Ownership.** Nothing contained in this Lease shall be construed as creating or implying the existence of: (i) any ownership by Tenant of any fixtures, additions, alterations, or improvements in or to the Premises, or (ii) any right on Tenant's part to make any addition, alteration or improvement in or to the Premises without Landlord's prior written consent.

6.2 **Possessory Interest Tax/Property Taxes.** Tenant shall pay all taxes including without limitation any possessory interest, real estate and personal property taxes and assessments assessed, levied, confirmed or imposed on the Premises during the Term of this Lease, whether or not now customary or within the contemplation of Landlord and Tenant: (i) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of the leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to the improvements is in Tenant or Landlord; (ii) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Premises; (iii) upon the Premises and all personal property, furniture, fixtures and equipment, and all replacements, improvements, or additions to them, whether owned by Landlord or Tenant; and (iv) upon this transaction or any document to which Tenant is a party creating or transferring and interest or an estate in the Premises, but only if Tenant is current on all Base Rent payments. Notwithstanding the foregoing, Tenant shall not be responsible for any increases in real property taxes or assessments due to a transfer of or change in Landlord's fee interest in all or any portion of the Premises, nor shall Tenant be liable for any income, franchise, estate, rental or other similar taxes payable by Landlord as a result of this Lease or the payments made by Tenant to Landlord hereunder.

6.3 **Utilities.** Tenant, through the rent, shall pay the appropriate suppliers for all water, gas, power, electricity, light, heat, and other utilities services used by Tenant on the Premises during the Term, including the taxes thereon. Tenant shall be responsible for all telephone, facsimile, internet and other communication services provided to Tenant. Tenant shall procure, or cause to be procured, without cost to Landlord, any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, conduits, tubes and other equipment and appliances for use in supplying any of the communication services to and upon the Premises. Landlord, upon request of Tenant, shall at the sole expense and liability of Tenant, join with Tenant in any application required for obtaining and continuing any of the services.

6.4 **Custodial Services.** Tenant shall be responsible for custodial services and shall maintain and keep the Premises in a neat, clean and sanitary condition with respect to activities of Tenant conducted at the Premises. Tenant shall ensure that the Premises maintains a food rating of at least an "A," if food is to be served (but any failure of Tenant to maintain an "A" at any time shall not be grounds for Landlord to terminate this Lease or end Tenant's occupancy rights, provided that Tenant makes reasonable efforts to cure the failure to maintain such food rating, but only to pursue monetary damages and/or equitable relief).

6.5 **Police Department Expenses.** Tenant shall be responsible for all costs related to City of Riverside Police Department officers requested by Tenant to be present at either Venue, including actual overtime rates for officer hours.

ARTICLE VII INSURANCE; INDEMNIFICATION; WAIVER AND RELEASE

7.1 **General.** As between Tenant and Landlord, Tenant shall assume all responsibility for damages to property and injuries to persons, including accidental death, which may be caused by Tenant's performance of this Lease, by its subcontractors or by anyone Tenant directly or indirectly employed, and whether such damage or injury may accrue, or may be discovered, before or after termination of this Lease.

7.2 **Commercial General Liability and Automobile Insurance.** Prior to Landlord's execution of this Lease, Tenant shall obtain, and shall thereafter maintain during the term of this Lease, commercial general liability insurance and automobile liability insurance as required to insure Tenant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Tenant.

Tenant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$2,000,000 per occurrence and a general aggregate limit in the amount of not less than \$3,000,000.

Tenant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less

than \$1,000,000. All of Tenant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Tenant's performance of this Lease, which vehicles shall include, but are not limited to, Tenant owned vehicles, Tenant leased vehicles, Tenant's employee vehicles, non-Tenant owned vehicles and hired vehicles.

7.3 **Workers' Compensation Insurance.** By executing this Lease, Tenant certifies that Tenant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Tenant shall carry the insurance or provide for self-insurance required by California law to protect said Tenant from claims under the Workers' Compensation Act. Prior to Landlord's execution of this Lease, Tenant shall file with Landlord either (1) a certificate of insurance showing that such insurance is in effect, or that Tenant is self-insured for such coverage, or (2) a certified statement that Tenant has no employees, and acknowledging that if Tenant does employ any person, the necessary certificate of insurance will immediately be filed with Landlord. Any certificate filed with Landlord shall provide that Landlord will be given ten (10) days' prior written notice before modification or cancellation thereof.

7.4 **Liquor Liability Insurance.** Prior to Landlord's execution of this Lease, Tenant shall obtain, and shall thereafter maintain during the term of this Lease, liquor liability insurance in the minimum amount of \$1,000,000 to protect the Landlord from claims resulting from the Tenant's sale of alcohol.

7.5 **Crime Insurance.** The Tenant shall purchase from a company acceptable to the Landlord, at Tenant's expense, a crime insurance policy in an amount not less than One Million Dollars (\$1,000,000). The policy shall indemnify the Landlord against any fraud or dishonest acts of the Tenant, its agents or its employees, individually or in collusion with others. Tenant shall maintain such insurance until Landlord consents to its removal following a final audit of Tenant's records at the end of the contract term.

7.6 **Umbrella or Excess Insurance.** Prior to Landlord's execution of this Lease, Tenant shall obtain and maintain during the life of this Lease umbrella or excess insurance coverage in the minimum amount of Ten Million Dollars (\$10,000,000). Such excess insurance shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed in this Article. Tenant shall maintain this coverage for a minimum of five (5) years after final completion and acceptance of the Work. The Umbrella or Excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

7.7 **Requirements.** Prior to Landlord's execution of this Lease, in connection with all insurance obligations Tenant shall comply with the following requirements and shall continue to comply during the Initial Term and the Renewal Term of this Lease:

a. Copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Lease, shall be filed with Landlord and shall include the Landlord and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Tenant will be considered primary and not contributory to any other insurance available to the Landlord.

d. Insurance required hereunder shall be with companies duly licensed to transact business in the state of California, and maintaining during the policy term a "General Policyholders Rating" of at least A, and a financial class of VII or higher. Tenant shall not do or permit to be done anything, which shall invalidate the insurance policies referred to in this Article. No such policy shall be cancelable except after thirty (30) days' prior written notice to Landlord. Tenant shall at least thirty (30) days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand.

7.8 **Tenant's Property Insurance.** Tenant shall, at Tenant's sole expense, obtain and maintain during the Term, insurance coverage for (i) Tenant's personal property, inventory, alterations, fixtures and equipment located on the Premises, for the full replacement value thereof without deduction for depreciation. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the personal property, inventory, alterations, fixtures and equipment so insured.

7.9 **Mutual Waiver of Subrogation.** The Parties hereto release each other and their respective authorized employees, agents and representatives, from any and all claims, demands, loss, expense or injury to any person, or to the Premise or to personal property, including, but not limited to, furnishings, fixtures or equipment located therein, caused by or resulting from perils, events or happenings which are the subject of insurance in force at the time of such loss. Each Party shall cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

7.10 **Indemnity.** Tenant agrees, except to the extent of the negligence or willful misconduct of, or breach of this Lease by, Landlord, to fully indemnify, defend, and hold Landlord, its elected and appointed officials, officers, employees, agents, successors and assigns, free and harmless from any and all claims, liability, loss, damage, costs, or expenses, including reasonable

attorney fees, to the extent resulting from Tenant's occupation or use of the Premises, specifically including, without limitation, any claim of liability, loss or damage arising by reason of:

A. The death or injury of any person or persons, including Tenant or any person who is an employee, agent, guest, or customer of Tenant, or by reason of the damage or destruction of any property, including property owned by Tenant or any person who is an employee, agent, guest, or customer of Tenant, to the extent caused or allegedly caused by either the condition of the Premises, or some act or omission of Tenant or of some agent, contractor, employee, servant, guest, or customer of Tenant on the Premises;

B. Any work performed on the Premises or materials furnished to the Premises at the instruction or request of Tenant; and

C. Tenant's failure to perform any provision of this Lease, or to comply with any requirement of local, state or federal law or any requirement imposed on Tenant's business or Tenant's activities at the Premises by any duly authorized governmental agency or political subdivision.

Landlord shall defend, indemnify, and hold Tenant harmless against and from any claims, judgments, liabilities, costs and expenses, including reasonable attorneys' fees and costs, to the extent resulting from the sole negligence or willful misconduct of Landlord, or any breach of this Lease by Landlord, or any noise, congestion or traffic arising from the operations of Tenant in the Premises permitted by this Lease.

7.11 **Force Majeure Delay / Pandemic Restriction Delay.**

A. As used herein, the terms (i) "**Force Majeure Event**" or "**Force Majeure Delay**" shall mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, acts of terrorism, fire or other casualty, war and other declared national emergency and other causes (except financial) beyond the reasonable control of the party obligated to perform and, except as otherwise provide in this Lease, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage, and (ii) "**Pandemic Restriction Event**" or "**Pandemic Restriction Delay**" shall mean any prevention, delay or stoppage due to a federal, state or municipal authority recognized epidemic, pandemic or outbreak of communicable disease, or similar medical emergency which, in accordance with guidance, mandate, order or other directive issued by such federal, state or municipal authority, adversely affects business operations similar to the Permitted Use in Riverside County beyond the reasonable control of the party obligated to perform and, except as otherwise provide in this Lease, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage.

B. If a Force Majeure Event or Pandemic Restriction Event occurs, the party claiming such delay (the "**Claiming Party**") will give written notice ("**Delay Notice**") to the other party within ten (10) business days after first learning of the occurrence of such delay. Subject to subsections (c) and (d) below, if the Claiming Party fails to timely give the Delay Notice, the

Claiming Party will have the extension in deadlines to which it would otherwise be entitled to (but for the late notice), reduced on a day-for-day basis for each day that the notice is late.

C. No Force Majeure Event shall apply or operate to excuse Tenant from the payment of rent or any other amount due under and in accordance with the terms of this Lease.

D. Following the Commencement Date, (i) if a Pandemic Restriction Event occurs, and (ii) as a result, Tenant's business operations at the Premises cease, as the sole and exclusive remedy, Tenant shall be entitled to a Base Rent abatement for the period between the date of Tenant's delivery of the Delay Notice (as such date may be adjusted in accordance with subsection (b) above) until the end of Pandemic Restriction Event (as evidenced by a lifting of the guidance, mandate, order or other directive issued by such federal, state or municipal authority).

E. Following the Commencement Date, (i) if a Pandemic Restriction Event occurs, and (ii) as a result, (A) Tenant's business operations at the Premises are only partially adversely affected (i.e. less than full capacity events are permitted), and (B) Tenant elects, based upon its prudent business judgement, to hold limited events during such period, as the sole and exclusive remedy, following the date of Tenant's delivery of the Delay Notice (as such date may be adjusted in accordance with subsection (b) above) until the end of Pandemic Restriction Event (as evidenced by a lifting of the guidance, mandate, order or other directive issued by such federal, state or municipal authority), Tenant shall be entitled to a partial Base Rent abatement per month equal to the percentage arrived by (I) the number of events actually held in such calendar month minus a stipulated five (5) events per Venue in such month, divided by (II) a stipulated five (5) events per Venue in such month (i.e. if Tenant elects to hold 2 events at each Venue in a given calendar month due to such Pandemic Restriction Event, Tenant would be entitled to a 60% Base Rent abatement for such month ((2 events held minus the stipulated 5 events in the calendar month) divided by (the stipulated 5 events in the calendar month), equals a 60% Base Rent abatement). If Tenant, based upon its prudent business judgement, does not elect to hold events for a specific calendar month due to the Pandemic Restriction Event described in this subsection (e), the Base Rent abatement provided in subsection (d) above shall apply for such calendar month.

F. The aggregate amount of sixty percent (60.00%) of the Base Rent abated in accordance with the example in subsection (d) and (e) above in excess of ninety (90) days after Landlord's receipt of the Delay Notice is referred to as the "**Abated Base Rent Amount.**" In the event that Base Rent is fully or partial abated due to a Pandemic Restriction Event in excess of ninety (90) days, upon the end of such Pandemic Restriction Event (as evidenced by a lifting of the guidance, mandate, order or other directive issued by such federal, state or municipal authority), in addition to Base Rent due thereafter under this Lease, Tenant shall pay Landlord an amount equal to the Abated Base Rent Amount divided by 60, which amount shall be payable concurrent with Base Rent for the following sixty (60) months; provided, however, if the initial Term has less than 60 months remaining at such time, notwithstanding any other provision of this Lease to the contrary, the initial Term shall be extended accordingly to allow for such payments by Tenant over the following 60 month period. Notwithstanding the foregoing, (i) to the extent that Tenant receives any form of governmental subsidy or other form of government assistance that is intended to apply to the payment of Base Rent due during a Pandemic Restriction Event, the deferral of Base Rent provided in this Section 7.11 shall not apply to the extent such funding is received by

Tenant, and (ii) to the extent that Landlord receives any form of governmental subsidy or other form of government assistance that is intended to apply to the payment of abated Base Rent caused by Pandemic Restriction Event, such amount received by Landlord shall be credited against the aggregate Abated Base Rent Amount caused by Pandemic Restriction Event.

G. Except as provided in this Section 7.11, no Pandemic Restriction Event shall apply or operate to excuse Tenant from the payment of any other amount due under and in accordance with the terms of this Lease.

ARTICLE VIII MAINTENANCE

8.1 **Repairs and Maintenance Tenant Obligations.** Tenant shall maintain and keep in good order, condition, and repair the structural integrity of the Premises and all improvements, fixtures, furniture, furnishings, and equipment situated on or used in connection for the Premises; provided however, that any single repair to the structural integrity of the Premises or any improvements, fixtures, furniture, furnishings, and equipment situated on or used in connection for the Premises for which Tenant is responsible shall not exceed the sum of Ten Thousand Dollars (\$10,000.00). Tenant shall first apply the proceeds of any damage deposit posted by a rental user towards the repair of any damage resulting from such rental user's use of the Premises before determining if the cost of any single repair exceeds the sum of Ten Thousand Dollars (\$10,000.00).

A. Landlord, except as provided above in this subparagraph, shall be responsible for and pay from the first dollar any cost of repair or replacement that exceeds Ten Thousand Dollars (\$10,000.00) for repairs or replacements (structural or non-structural, interior or exterior), and maintenance required to the Premises and all its fixtures, signs, displays, equipment, machinery, appliances, appurtenances, improvements, alterations, systems (including but not limited to the plumbing system, electrical system, wiring and conduits, heating and air conditioning systems) and plus operational elements needed in order to operate the Venues, as set forth and depicted in attached Exhibit "E."

B. Items of multiples, including but not limited to seats and chairs, which in the ordinary course of business would be repaired, maintained, or replaced in multiple units shall not be considered a single repair item for the purpose of this subparagraph. Tenant will have the option to have these multiple units repaired, maintained, or replaced. The costs for such repairs, maintenance or replacement shall be deemed to be the total cost for all necessary multiple units. The City shall comprehensively maintain the following systems in a state of good repair: (1) all roofing systems and structures; (2) heating, ventilation, and air conditioning (HVAC), and any related building automation and utility systems; (3) structural foundation; (4) structural parts of exterior and interior. Repairs and maintenance shall be made in a reasonably prompt manner upon written notice from Tenant to Landlord.

C. Tenant shall notify Landlord, in accordance with Section 13.2 of repairs with costs in excess of Ten Thousand Dollars (\$10,000.00) and request the Landlord determine the next step regarding the repairs. Landlord shall notify Tenant in writing within ten (10) working days of receipt of Tenant's notice to repair that it will either: (i) commence such repairs within thirty (30)

days thereafter, (ii) commence forthwith the competitive bidding process as necessary for such repairs, or (iii) request Tenant to commence such repairs subject to reimbursement from the Landlord. If Landlord requests Tenant to commence such repairs subject to reimbursement by Landlord, Tenant shall commence such repairs. Any repairs made by Tenant shall be at competitive market prices and costs. For any repairs for which Landlord is responsible (whether made by Landlord or, when permitted hereunder, by Tenant), such repairs may be paid for using available funds from the Additional Rent. If Landlord disagrees with Tenant about the need for any repair costing in excess of \$10,000, the parties shall meet within the ten (10) working-day period mentioned above and agree in their mutual reasonable discretion on how to proceed with the matter in question.

D. In case of emergency repair, Tenant may proceed to make same even where the costs exceed Ten Thousand Dollars (\$10,000.00), in which case Landlord shall reimburse Tenant for the full amount of the repair only if the cost exceeds Ten Thousand Dollars (\$10,000.00). Tenant, at its cost, shall make all emergency repairs, the cost of which does not exceed Ten Thousand Dollars (\$10,000.00). Tenant shall give written notice to Landlord of the nature and cause of the repair and the cost or estimated cost within twenty-four (24) hours after determining such emergency exists. Throughout this Lease, the term "emergency repair" shall mean a repair of a condition which, if not accomplished immediately, creates a dangerous and/or unsafe condition at the Premises or is needed to permit a scheduled event at the Premises to take place.

E. To the extent permitted by law, the parties agree that the Ten Thousand Dollars (\$10,000.00) limitation on the cost of repairs mentioned in this subparagraph may be adjusted as of July 1 of any year during the term of this Lease by written amendment to this Lease. Any repairs that may be required by reason of Tenant's negligence shall be the sole responsibility, regardless of dollar amount, of the Tenant to repair.

F. On or before January 1 of each year during the term of this Lease, Tenant shall make recommendations to Landlord for additions of fixtures, furniture, furnishings, and equipment and for capital improvement projects at the Premises for the following Fiscal Year. Throughout this Lease, the term "**Fiscal Year**" shall mean a year commencing on July 1 and ending on June 30 of the following year. The term "capital improvement" shall mean improvements of a durable nature costing in excess of Ten Thousand Dollars (\$10,000.00).

G. Landlord shall not be obligated to make any additions or capital improvements requested by Tenant unless Landlord: (i) budgets and obligates funds for such improvements (or if funds are available therefor from the Additional Rent), and (ii) if over Fifty Thousand Dollars (\$50,000), has been given approval through its City Council. If the necessary appropriations and approvals are not granted by Landlord, but the parties agree in their mutual reasonable discretion that the recommended additions or capital improvements are reasonably necessary to maintain the Premises as a first-class entertainment facility, Tenant's sole remedies shall be (a) the termination of this Lease or (b) Tenant may pay for the addition or capital improvements and reimburse its costs from future Additional Rent (and if all of Tenant's costs have not been so reimbursed at the expiration of the Term, Landlord shall reimburse Tenant for the remaining unreimbursed balance within thirty (30) days after the Term expires). If Landlord disagrees with Tenant about whether any recommended additions or capital improvements are reasonably necessary to maintain the Premises as a first-class entertainment facility, the parties

shall meet within twenty (20) days after Landlord receives Tenant's annual recommendations for additions and capital improvements, and shall agree in their mutual reasonable discretion how to proceed with the matter in question.

8.2 **Alterations**. Tenant shall not make any alterations, improvements or additions in, on or about any of the Premises, without first obtaining Landlord's prior written consent.

A. All alterations, improvements or additions in, on or about the Premises, whether temporary or permanent in character, shall immediately become Landlord's property and at the expiration of the Term of this Lease shall remain on the Premises without compensation to Tenant.

B. By notice given to Tenant at the time Landlord approves any alterations, improvements or additions by Tenant, Landlord may require that any alterations, improvements, or additions in, on or about the Premises be removed by Tenant. In that event, Tenant shall remove the alterations, improvements or additions at Tenant's sole cost and expense and shall restore the Premises to the condition in which the Premises was before the alterations, improvements and additions were made, reasonable wear and tear accepted.

With the consent of Landlord (not unreasonably withheld, conditioned or delayed), and with not less than ten (10) days' advance notice, Tenant may perform such non-structural cosmetic interior changes to the Premises as Tenant may desire as long as such cosmetic changes complement the operation of the Premises as a live music or entertainment venue (but any floor cutting requirements shall be subject to Landlord's prior written approval).

8.3 **Mechanic's Liens**. Tenant shall pay or cause to be paid all costs and charges for: (i) work done by Tenant or caused to be done by Tenant, in or to the Premises, and (ii) all materials furnished for or in connection with such work (in each of such cases, with reimbursement by Landlord to the extent expressly provided in this Lease). Subject to the foregoing, Tenant shall indemnify the Landlord against and hold the Landlord and the Premises, free, clear and harmless of and from any liens or claims of liens arising out of any work performed, materials furnished or obligations incurred by the Tenant, and Tenant shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Landlord shall constitute a default of this Lease. At its election, but without having any obligation to do so, the Landlord may pay such liens not so removed by the Tenant and the any amount expended by Landlord shall be collected as additional rent to be paid by Tenant within fifteen (15) calendar days after delivery of a statement for the expense.

ARTICLE IX DAMAGE AND DESTRUCTION; CONDEMNATION

9.1 **Damage or Destruction of Premises**. Unless as the result of negligence or intentional unlawful act of Tenant, if during the Term of this Lease, any portion of the Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Premises untenable, the obligations under this Lease may be suspended while such portion of the Premises remains untenable, and Landlord shall promptly and diligently repair the damage (except to the extent Landlord elects not to do so when permitted herein). In the event of such damage, Tenant shall give Landlord notice of such untenable conditions and if such damage affects more than fifty

percent (50%) of either Venue, Landlord shall elect in its sole discretion, whether to repair the affected Venue or to cancel this Lease with respect thereto (but if Landlord elects not to repair, this Lease shall continue with respect to the other Venue if it is affected less than fifty percent (50%), in which case the Base Rent shall be equitably decreased for the remainder of the Term; for such purposes, seventy-five percent (75%) of the Base Rent shall be deemed paid for the Fox PAC and twenty-five percent shall be deemed paid for the RMA). Landlord shall notify Tenant in writing of its election within thirty (30) calendar days after service of notice by Tenant. In the event that Landlord elects not to repair the Premises affected more than fifty percent (50%), this Lease shall be deemed canceled as of the date the damage occurred with respect to the applicable Venue.

9.2 **Condemnation.** If all or any part of the Premises shall be condemned or taken as a result of the exercise of the power of eminent domain, including any conveyance or assignment in lieu of any condemnation or taking, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by notice to the other within thirty (30) calendar days after the date of such taking; provided, however, that a condition to the exercise by Tenant or Landlord of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Premises. In any event, Landlord shall be entitled to any and all compensation, damages, income, rent, awards and any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the bonus value of any unexpired Term of this Lease or otherwise; provided, however, that nothing herein shall prevent Tenant from pursuing a separate award against the taking entity, specifically for its relocation expenses or for the taking of any personal property or trade fixtures belonging to Tenant, so long as such separate award to Tenant does not diminish any award otherwise due Landlord as a result of such condemnation or taking. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the Base Rent thereafter to be paid shall be reduced in proportion to the portion of the Premises taken.

A. For purposes of Section 9.2, the date of taking shall be the date upon which the condemning authority takes possession of any part of the Premise or the date upon which Tenant is required by the condemning authority to commence vacating the Premises, whichever is earlier.

B. Notwithstanding anything to the contrary contained in Section 9.2, if the Premises or any part thereof shall be taken under power of eminent domain on a temporary basis, this Lease shall be and remain unaffected by such taking and Tenant shall continue to pay in full all monthly rent payable hereunder, provided that Tenant shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Premises during the Term of this Lease, and Landlord shall be entitled to receive that portion of any award which represents the cost restoration of the Premises and the use and occupancy of the Premises after the end of the Term of this Lease.

C. Tenant hereby waives and releases any right to terminate this Lease under California Code of Civil Procedure Sections 1265.120 and 1265.130, or under any similar law, statute or ordinance now or hereafter in effect.

ARTICLE X
ASSIGNMENT; HOLDING OVER; SALE OF PREMISES

10.1 **Assignment and Subletting.** Other than a Transfer (as defined below) to an affiliate or successor of Tenant or other Permitted Transfer (as defined below) which shall not require Landlord's consent, Tenant shall not assign, mortgage, pledge, encumber, or hypothecate this Lease or any interest herein (directly, indirectly, voluntarily or involuntarily, by operation of law, or otherwise) or sublet the Premises or any part thereof without the prior written consent of Landlord first being obtained, which consent shall not be unreasonably withheld, conditioned, or delayed.

10.1.1 **Permitted Transfer.** Notwithstanding any other provision of this Lease to the contrary, City's approval of an assignment or sublease (each a "**Transfer**") shall not be required in connection with any of the following (each of which shall be a "**Permitted Transfer**"):

(i) The conveyance to City or any other appropriate governmental agency, or the granting of easements or permits to facilitate construction on or at the Premises;

(ii) Any Transfer to (1) an entity in which Tenant or any affiliate of Tenant retains an interest in profits and losses and operational control by either voting control or designation as managing member; (2) any entity determined by Tenant to be necessary or desirable in connection with obtaining or maintaining liquor licenses for the Premises (including, without limitation, to an unaffiliated non-profit corporation), (3) any corporation into which or with which Tenant has merged or consolidated; (4) any parent, subsidiary, successor, or affiliated entity of Tenant; or (5) any entity which acquires all or substantially all of Tenant's assets, membership/partnership interest or issued and outstanding shares of capital stock; provided the resulting entity from such merger or consolidation or the transferee shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed from and after the effective date of such Transfer or consolidation, or acquisition.

10.1.2 **Subletting or Assignment.** In the event that Tenant should desire to sublet the Premises or any part thereof, or assign this Lease, and such sublease or assignment is not a Permitted Transfer or other Transfer that does not require Landlord's written approval, Tenant shall provide Landlord with written notice of such desire at least thirty (30) calendar days in advance of the proposed effective date of such subletting or assignment. Such notice shall include: (i) the name of the proposed subtenant or assignee; (ii) the nature of business to be conducted by the proposed subtenant or assignee in the Premises; (iii) the terms and conditions of the proposed assignment or sublease including but not limited to a detailed description of all compensation in cash or otherwise which Tenant would be entitled to receive in connection with such assignment or sublease; and (iv) the most recent financial statements or other financial information concerning the proposed subtenant or assignee as Landlord may reasonably require. At any time within thirty (30) calendar days following receipt of Tenant's notice, Landlord may by written notice to Tenant elect to: (1) consent to the proposed subletting of the Premises or assignment of this Lease; or (2) disapprove of the proposed subletting or assignment. Landlord shall not unreasonably withhold, condition or delay its consent to a proposed subletting or assignment.

A. Subject to obtaining Landlord's consent in accordance with the requirements of Section 10.1 and except for a Permitted Transfer, in order for any assignment or sublease to be binding on Landlord, Tenant must deliver to Landlord, promptly after execution thereof, an executed copy of such sublease or assignment whereby the subtenant or assignee shall expressly assume all obligations of Tenant under this Lease as to the portion of the Premises subject to such assignment or sublease. Any purported sublease or assignment will be of no legal force or effect unless and until the proposed sublease has been consented to, in writing, by Landlord pursuant to Section 10.1 and a fully executed copy thereof has been received by Landlord.

B. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of its obligations, or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of payments by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent or further assignment, subletting, hypothecation or third-party use or occupancy.

C. Landlord shall have the unconditional right to sell, encumber, pledge, convey, transfer, and/or assign any and all of its rights and obligations under this Lease without the consent of or notice to Tenant or any guarantor(s) of Tenant's obligations hereunder; provided that the Landlord assignee is solvent and assumes all obligations of Landlord hereunder accruing after the date of the transfer.

10.2 **Processing Fee.** Tenant agrees to pay, other than in connection with a Permitted Transfer, Landlord an administrative fee of \$500.00 in conjunction with the processing and document review of any requested transfer, assignment, subletting, license, or concession agreement, change of ownership, mortgage or hypothecation of this Lease or Tenant's interest in and to the Premises.

10.3 **Holdover.** Tenant shall not retain possession of the Premises following expiration of this Lease, which includes all option extensions, or earlier termination of this Lease without the express written consent of Landlord in each instance. If Tenant retains possession of the Premises following the expiration date, which includes all option extensions, or earlier termination of this Lease and Landlord has not expressly consented in writing to such continued possession, then the tenancy shall be on the same terms, conditions, and provisions of this Lease, except that: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further Term; (c) Base Rent shall be equal to one hundred twenty-five percent (125%) of the Base Rent payable to Tenant at the expiration date of the Lease; and (d) such tenancy may be terminated by Landlord or Tenant upon 30 days advance written notice to the other or the earliest date permitted by law.

10.4 **Sale of Premises.** In the event Landlord, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease, accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner, and such new owner shall promptly enter into a reasonable written assumption agreement in favor of Tenant evidencing such binding obligations hereunder. Subject to the foregoing, Tenant agrees to attorn to such new owner.

**ARTICLE XI
SUBORDINATION; ESTOPPEL CERTIFICATES**

11.1 **Subordination.** This Lease and the rights of Tenant hereunder are subject and subordinate to any ground or underlying lease and the lien of the holder of or beneficiary under a mortgage or deed of trust which now or in the future encumbers the Premises and to any and all advances made thereunder, and interest thereon, and all modifications, renewals, supplements, consolidations and replacements thereof. Tenant agrees that any ground or underlying Landlord or lender may at its option, unilaterally elect to subordinate in whole or in part, such ground or underlying lease or the lien of such mortgage or deed of trust to this Lease. Such subordination or priority of this Lease, as the case may be, shall be effective without the necessity of executing any further instrument or agreement to effect such subordination or priority; provided, however, that Tenant agrees to execute, acknowledge and deliver to Landlord upon demand any and all instruments required by Landlord or any such ground or underlying Landlord or lender evidencing the subordination or priority of this Lease, as the case may be. Tenant hereby irrevocably appoints Landlord as its agent and attorney-in-fact to execute, acknowledge and deliver any such instruments in the name of and on behalf of Tenant if Tenant fails to so execute, acknowledge and deliver such instruments within ten (10) calendar days after written request therefor. Notwithstanding anything to the contrary contained herein, the obligation of Tenant to subordinate its rights to the lien of any mortgage, deed of trust or the interest of any lease in which Landlord is the lessee shall be conditioned upon Tenant entering into a non-disturbance agreement with the superior party in a form acceptable to Tenant in its reasonable discretion.

11.2 **Estoppel Certificates.** At any time and from time to time, Tenant and Landlord shall execute, acknowledge and deliver to the other party, within ten (10) calendar days after request by the other party, a certificate certifying, among other things: (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (ii) the date, if any, to which monthly rent and other sums payable hereunder have been paid; (iii) that no notice has been received by the certifying party of any default which has not been cured except as to defaults specified in said certificate; and (iv) such other matters as reasonably may be requested by the requesting party.

**ARTICLE XII
DEFAULT; REMEDIES; TERMINATION**

12.1 **Event of Default.** The occurrence of any one or more of the following events (“**Events of Default**”) shall constitute a breach of this Lease by Tenant:

A. If Tenant shall default in its obligation to pay any installment of Base Rent or Additional Rent for more than ten (10) days after receipt of written notice from Landlord;

B. If Tenant shall vacate or abandon the Premises for a continuous period exceeding thirty (30) calendar days;

C. If Tenant shall fail to perform or observe any other term, condition or obligation under this Lease, and such failure shall not have been cured by Tenant within thirty (30) calendar days after notice thereof from Landlord, or, if such failure shall be of a nature so as reasonably to require more than thirty (30) calendar days to effect the cure thereof, Tenant shall not within said thirty (30) calendar day period commence with due diligence and dispatch the curing of such failure;

D. If Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail timely to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its property;

E. If within ninety (90) calendar days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within ninety (90) calendar days after the appointment without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of its properties, such appointment shall not have been vacated;

F. If this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) calendar days;

G. If Tenant fails to timely deliver to Landlord any instrument or assurances required pursuant to this Lease, including an estoppel certificate pursuant to Section 11.2 of this Lease, for more than thirty (30) days after written notice from Landlord of such failure;

H. If Tenant makes or has made or furnishes any written warranty or representation to Landlord in connection with this Lease, or any other agreement made by Tenant for the benefit of Landlord, which is or was false or misleading in any material respect when made or furnished;

I. [Intentionally Deleted];

J. If waste is committed in any material portion of the Premises;

K. [Intentionally Deleted];

L. The occurrence of any event which pursuant to the terms hereof constitutes an Event of Default hereunder which continues for more than thirty (30) days after written notice from Landlord to Tenant;

M. Fails to maintain or in any material way violates its liquor license for more than thirty (30) days after written notice from Landlord of such failure (but any such failure or violation

shall not be grounds for Landlord to terminate this Lease or end Tenant's occupancy rights, but only to pursue monetary damages and/or equitable relief); or

N. Tenant's actions at the Premises result in excessive calls for police calls as defined in Chapter 9.60 of the Riverside Municipal Code (but any such excessive calls shall not be grounds for Landlord to terminate this Lease or end Tenant's occupancy rights, but only to pursue monetary damages and/or equitable relief).

12.2 **Remedies.** On the occurrence of an Event of Default by Tenant hereunder, Landlord shall have the right to pursue any one or more of the following remedies with respect to the Venue as to which the Event of Default has occurred (but not with respect to the other Venue if no Event of Default relates to such other Venue) in addition to any other remedies now or later available to Landlord, either in law or equity, which remedies shall not be exclusive, but shall instead be cumulative: (i) remove all persons and property from the Venue and repossess same, in which case any and all of Tenant's property that Landlord removes from the Venue may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant; or (ii) allow Tenant to remain in full possession and control of the Venue.

A. If Landlord chooses to repossess the Venue, then this Lease will automatically terminate with respect to such Venue in accordance with the provisions of California Civil Code Section 1951.2. In the event of such termination of the Lease with respect to such Venue, Landlord may recover from Tenant:

(i) The worth at the time of award of the unpaid rent for such Venue which had been earned at the time of termination, including interest at the maximum rate allowed by law;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned for such Venue after termination until the time of the award exceeds the amount of such rental loss for such Venue that Tenant proves could have been reasonably avoided, including interest at the maximum rate allowed by law;

(iii) The worth at the time of award of the amount by which the unpaid rent for such Venue for the balance of the Term after the time of award exceeds the amount of such rental loss for such Venue that Tenant proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom.

B. "The worth at the time of the award," as used in Section 12.2A(i) and (ii) shall be computed by allowing interest at the maximum rate allowed by law. "The worth at the time of the award," as referred to in Section 12.2A(iii) shall be computed by discounting the amount at the discount rate of the Federal Reserve Bank at the time of the award, plus one percent (1%).

C. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises (or Venue, as applicable), including, without limitation, lost rents, eviction costs, attorney's fees, brokers' commissions, expenses of remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining Term.

Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises (or applicable Venue), if Tenant obtains Landlord's consent, Tenant shall have the right to assign its interest in this Lease, or sublet all or a portion of the Premises, but Tenant shall not be released from liability or its obligations under this Lease. Landlord's consent to a proposed assignment or subletting shall be as required in Section 10.1.

D. If Landlord elects to re-let the Premises (or applicable Venue), then any rent that Landlord receives from re-letting shall be applied to the payment of: (i) first, any indebtedness from Tenant to Landlord other than rent due from Tenant; (ii) second, all costs incurred by Landlord in re-letting, including costs for maintenance; and (iii) third, Base Rent and Additional Rent due and unpaid under this Lease.

E. After deducting the payments referred to in Section 12.2, any sum remaining from any rent that Landlord receives from re-letting shall be held by Landlord and applied in payment of future rent as rent becomes due under this Lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this Lease, the rent received from any re-letting is less than the rent due on that date, then Tenant shall pay to Landlord, in addition to the remaining rent due, all costs which Landlord incurred in re-letting, including without limitation maintenance, that remain after applying the rent received from the re-letting, as provided in Section 12.2.

12.3 **Continuation After Default.** Even though Tenant has breached this Lease and/or abandoned the Premises, this Lease shall continue in full force and effect for so long as Landlord does not terminate Tenant's right to possession as provided in Section 12.2 above, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due under this Lease. In such event, Landlord may exercise all of the rights and remedies of a Landlord under California Civil Code Section 1951.4, or any successor statute. Acts of maintenance or preservation or efforts to re-let the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession.

12.4 **Other Relief.** In the event of re-entry or taking possession of the Premises (or applicable Venue), Landlord shall have the right but not the obligation to remove all or any part of the trade fixtures, furnishings, equipment and personal property located in the Premises (or applicable Venue) and to place the same in storage at a public warehouse at the expense and risk of Tenant or to sell such property in accordance with applicable law. The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law or in equity, by statute or otherwise. Any amounts so expended by Landlord shall be immediately payable by Tenant and shall be deemed to be additional rent hereunder.

12.5 **Landlord's Right to Cure Default.** All agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without abatement of rent. If Tenant shall fail to pay any sum of money, other than Base Rent or Additional Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall not be cured within the applicable cure period

provided for herein, if any, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. All sums so paid by Landlord and all necessary incidental costs shall be on Tenant's account and shall be deemed additional rent hereunder and shall be payable to Landlord on demand.

12.6 **Termination.** Landlord and Tenant acknowledge and agree that all of the covenants and terms of this Lease are conditions of this Lease and that any default of Tenant or Landlord in fulfilling any of the same may allow the aggrieved party at its option to forfeit and terminate this Lease.

12.7 **Continuing Lease for Non-Defaulting Venue.** Any default by Tenant under this Lease causing a termination by Landlord for one Venue shall not cause a termination or default for the other Venue if the default triggering Landlord's termination right only relates to the one Venue for which a default or termination has occurred. For purposes of any default by Tenant or termination by Landlord only relating to one Venue, Base Rent under Section 1.4 hereof shall be deemed allocated seventy-five percent (75%) to the Fox PAC and twenty-five percent to the RMA for purposes of any calculations relating to such default or termination.

12.8 **Landlord Default.**

(a) Except as otherwise expressly provided in this Lease, the occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (a) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion); or (b) the failure of any representation or warranty to be true in any material respect when deemed given hereunder.

(b) If a Landlord default is not cured within the specified time period, Tenant may exercise any right or remedy available to it at law or in equity or under this Lease. In the event of a default by Landlord, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and deduct the reasonable costs thereof (including reasonable attorneys' fees) as hereinafter provided; (b) to pursue the remedy of specific performance; (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease; and (d) to terminate the Lease. In addition, Tenant shall have the right to cure any such default and Landlord shall reimburse Tenant for the reasonable cost thereof within thirty (30) days following receipt from Tenant of invoices or other reasonable evidence of the amount of such costs. If Landlord fails to pay Tenant any amount due Tenant, Tenant may, notwithstanding anything to the contrary contained in this Lease, deduct and offset such amount from the succeeding monthly payments of Base Rent and Additional Rent otherwise payable under this Lease until Tenant has recovered the total amount then due and outstanding. All rights, options and remedies of Tenant contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and

Tenant shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate Tenant to perform Landlord's repair obligations.

**ARTICLE XIII
GENERAL PROVISIONS**

13.1 **Attorneys' Fees.** Should any action or proceeding be commenced to enforce the provisions provided in this Lease, each party shall bear their own attorneys' fees and costs at all times.

13.2 **Notice.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, or by reputable national overnight courier and shall be deemed received upon the earlier of (i) if personally delivered, the date of actual receipt or refusal to accept receipt by the person to receive such notice, (ii) if mailed, three (3) business calendar days after the date of posting by the United States post office, (iii) if given by reputable national overnight courier, one (1) business calendar day after the date delivered to the courier company with charges prepaid.

To Landlord: City of Riverside
 3900 Main Street
 Riverside, CA 92501
 Attn: City Clerk

With a copy to: City of Riverside
 Community and Economic Development Department
 3900 Main Street
 Riverside, CA 92522
 Attn: Director

To Tenant: Live Nation Worldwide, Inc.
 c/o Live Nation
 9348 Civic Center Drive
 Beverly Hills, California 90210
 Attn: President - Venues

With a copy to: Live Nation Worldwide, Inc.
 325 N. Maple Drive, 2nd Floor
 Beverly Hills, CA 90210
 Attn: Chief Counsel - Concerts

A. Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request or communication sent.

B. Tenant and Landlord each hereby agrees that service of notice in accordance with the terms of this Lease shall be in lieu of the methods of service specified in Section 1161 of the California Code of Civil Procedure Section 1161. The provisions of California Code of Civil Procedure Section 1013(a), extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this Lease.

13.3 **[Intentionally Deleted]**

13.4 **Consent.** Whenever Tenant's or Landlord's consent is required under any provision of this Lease, it shall not be unreasonably withheld, conditioned or delayed.

13.5 **Use and Quiet Enjoyment.** Tenant is entitled to quiet enjoyment of the Premises throughout this Lease so long as it complies with its covenants.

13.6 **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

13.7 **Captions.** Any captions to, or headings of, the sections or subsections of this Lease are solely for the convenience of the parties hereto, are not a part of this Lease, and shall not be used for the interpretation or determination of the validity of this Lease or any provision hereof.

13.8 **Amendment of Lease.** The terms of this Lease may not be modified or amended except by an instrument in writing executed and delivered by each of the Parties hereto.

13.9 **Waiver.** The waiver by Landlord or Tenant of any condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other condition or provision herein contained, nor shall any custom or practice which may grow up between the Parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Tenant or Landlord in strict accordance with said terms. The subsequent acceptance of any payment hereunder by Landlord shall not be deemed to be a waiver of any breach by Tenant of any condition or provision of this Lease, other than the failure of Tenant to pay the particular amount so accepted. Specifically, Landlord may accept any payment from Tenant and apply same to any amount owing hereunder notwithstanding any stated intent or instruction on the part of Tenant to the contrary and without waiving or compromising any claim that such payment was less than the payment actually due from Tenant.

13.10 **No Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger, and shall, at the option of Landlord, terminate all or any existing subleases or sub-tenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or sub-tenancies.

13.11 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California.

13.12 **Fees and Other Expenses.** Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Lease, including any permit or

license fees for any permit or license which Tenant may be required to obtain pursuant to its occupancy.

13.13 **Authority to Execute Lease.** Landlord and Tenant represent and warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each Party for whom they sign to perform as provided herein.

13.14 **Successors and Assigns.** This Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Tenant shall be responsible for any default under this Lease caused by the acts or omissions of its subtenant(s), if any.

13.15 **Incorporation of Exhibits.** Each of the Exhibits to this Lease are incorporated by reference as though fully set forth herein.

13.16 **Entire Lease.** This Lease supersedes any prior leases, management agreements, negotiations and communications, oral or written, between Landlord and Tenant, and contains the entire agreement between Tenant and Landlord as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to any employees or agents of either Party shall be of any effect unless it is in writing and executed and delivered by the party to be bound thereby. As of the Effective Date, the term of the existing Management Agreements for the Venues dated October 8, 2013, shall be deemed terminated, but any terms thereof which by their nature survive such termination shall survive.

13.17 **Public Announcements.** All press releases and public announcements relating to this Lease will be agreed to and prepared jointly by Landlord and Tenant.

13.18 **Miscellaneous; California Public Records Act; Satellite Dishes; Sound.** Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord or Tenant and any other party, or cause Landlord or Tenant to be responsible in any way for the debts or obligations of the other party or any other party. The parties hereto do not intend to confer enforceable rights upon any person not a party hereto except as may be specifically provided herein. This Lease shall only be recorded by either party hereto after mutual written agreement of the parties on appropriate redactions (such as Base Rent, Additional Rent and other dollar amounts, core economic terms, and other provisions which Landlord, in its sole discretion, reasonably deems to be trade secrets). At Tenant's request, Landlord shall execute, acknowledge and deliver to Tenant a memorandum of this Lease, which Tenant is authorized to record in the applicable recorder's office. Notwithstanding anything to the contrary contained in this Lease, Landlord hereby acknowledges and agrees that all revenues generated from Tenant's operations of the Premises shall be the sole property of Tenant, and the Landlord shall have no right or claim thereto whatsoever, except as expressly provided otherwise in this Lease. Landlord acknowledges that Tenant considers the terms of this Lease to be confidential and to constitute proprietary information of the parties hereto. However, the parties also acknowledge (a) that Landlord must comply with the Public Records Act of California using its independent judgment as a public agency, but (b) Tenant asserts that (i) the Base Rent and Additional Rent of this Agreement may constitute trade secrets of Tenant for purposes of the Public Records Act and other statutes concerning trade secrets, and (ii) other material economic terms of this Agreement may also constitute trade secrets of Tenant for purposes of the Public Records Act

and other statutes concerning trade secrets. Each of the parties hereto agrees that such party, and its respective partners, officers, directors, employees, agents and attorneys, shall not disclose the terms and conditions of this Lease to any other person without the prior written consent of the other party hereto, except pursuant to the Public Records Act, a mutually agreed redacted recording of this Lease, or a duly issued subpoena, court order, or county, state or federal law or regulation mandating disclosure (but in any such case, Landlord shall give Tenant at least ten (10) business days' written notice of the type and scope of any such required disclosure Landlord must make, and Tenant shall be entitled to seek an injunction or court-order preventing or narrowing such disclosure if there exists a reasonable legal basis to do so). Each party may disclose the terms hereof to its lenders or prospective lenders, to its accountants who audit its financial statements or prepare its tax returns, to any prospective transferee of all or any portions of its interests hereunder, and to its attorneys (including without limitation in connection with any action brought to enforce the terms of this Lease or to seek a judicial determination of the rights or obligations of the parties hereunder), but in each case, the disclosing party shall instruct the receiving party in writing to comply with the confidentiality requirements of this section. Tenant shall have the right to place one or more satellite dishes and/or other communications equipment in a location on or as close to the Premises as allowed by applicable law, and to install the wiring and equipment necessary to connect such communications equipment to the Premises, subject to Landlord's approval of the location and equipment, which shall not be unreasonably withheld, conditioned or delayed. Landlord acknowledges that the performances at the Premises produce significant sound at high decibel levels and vibration and that the decibel levels and vibration generated from such performances could affect tenants or occupants at properties adjacent to the Premises. Notwithstanding anything to the contrary contained in this Lease, so long as Tenant complies with the current sound ordinances of Landlord, Landlord shall indemnify, defend and hold Tenant harmless from claims and liabilities from all tenants or occupants of adjacent properties concerning noise or vibration arising from the regular operations of Tenant permitted hereunder. Landlord waives all statutory and contractual liens which it may be entitled to assert against any of Tenant's personal property as security for the payment of rent or the performance of any other obligation of Tenant hereunder.

13.19 **Digital and Counterpart Signatures.** Each party to this Lease intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Lease. The parties further agree that the digital signatures of the parties included in this Lease are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Lease may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

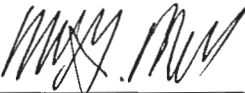
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the calendar day and year written below.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

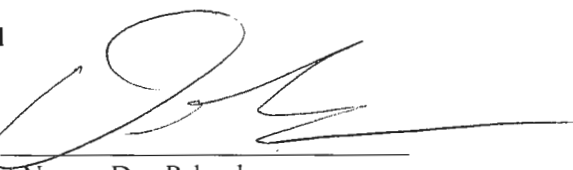
LIVE NATION WORLDWIDE, INC.,

By: _____
City Manager

By:  _____
Print Name: Michael Rowles
Title: EVP, General Counsel, and
Secretary

ATTESTED TO:

By: _____
City Clerk

and
By:  _____
Print Name: Dan Palumbo
Title: SVP and Assistant Secretary

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

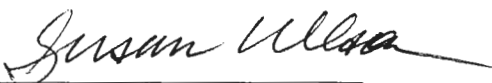
By:  _____
Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION/SITE MAP OF PREMISES/VENUES

PROJECT:
FOX THEATRE
AND
COMMERCIAL
BUILDING
FOR THE CITY OF RIVERSIDE

DESIGN
BUILD TEAM
ARCHITECTS
AND
ENGINEERS
1111 W. GARDEN
SUITE 100
RIVERSIDE, CA 92507
PH: 951-514-1100
WWW.AECON.COM



DESIGN ARCHITECT
1111 W. GARDEN
SUITE 100
RIVERSIDE, CA 92507
PH: 951-514-1100

CONSULTANT
TEAM

STRUCTURAL ENGINEERING
1111 W. GARDEN
SUITE 100
RIVERSIDE, CA 92507
PH: 951-514-1100

ELECTRICAL ENGINEERING
1111 W. GARDEN
SUITE 100
RIVERSIDE, CA 92507
PH: 951-514-1100

Mechanical Engineering
1111 W. GARDEN
SUITE 100
RIVERSIDE, CA 92507
PH: 951-514-1100

PLUMBING ENGINEERING
1111 W. GARDEN
SUITE 100
RIVERSIDE, CA 92507
PH: 951-514-1100

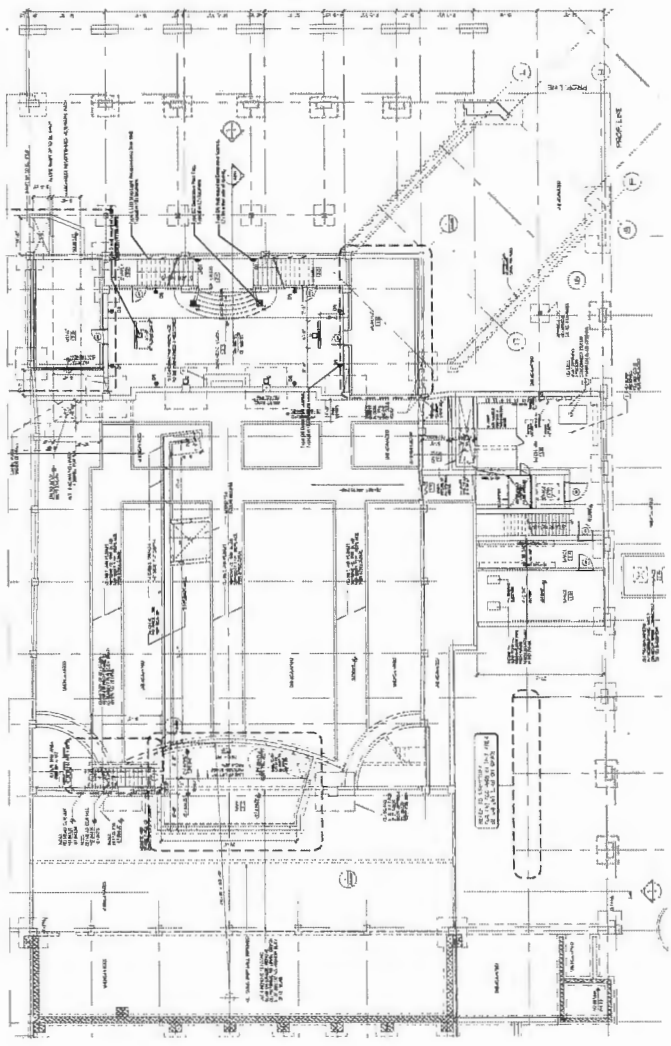
SEWER & TRAFFIC
1111 W. GARDEN
SUITE 100
RIVERSIDE, CA 92507
PH: 951-514-1100

CIVIL ENGINEERING
1111 W. GARDEN
SUITE 100
RIVERSIDE, CA 92507
PH: 951-514-1100

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BASEMENT
LIGHTING
PLAN
M & C 05 04

SCALE: 1/8" = 1'-0"
SHEET NUMBER:
L-101



LEGEND

- 1. Light fixture symbol
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- 100. Light fixture symbol

LIGHTING LAYOUT - BASEMENT PLAN
SCALE 1/8" = 1'-0"

DATE: 11/11/04
DRAWN BY: J. BROWN
CHECKED BY: M. CHASE
PROJECT: FOX THEATRE
SHEET NUMBER: L-101



DESIGN ARCHITECT: HW
40 EAST MONTEBello AVE
RIVERSIDE, CA 92507
TEL: (951) 514-3200
WWW.HWARCHITECTS.COM

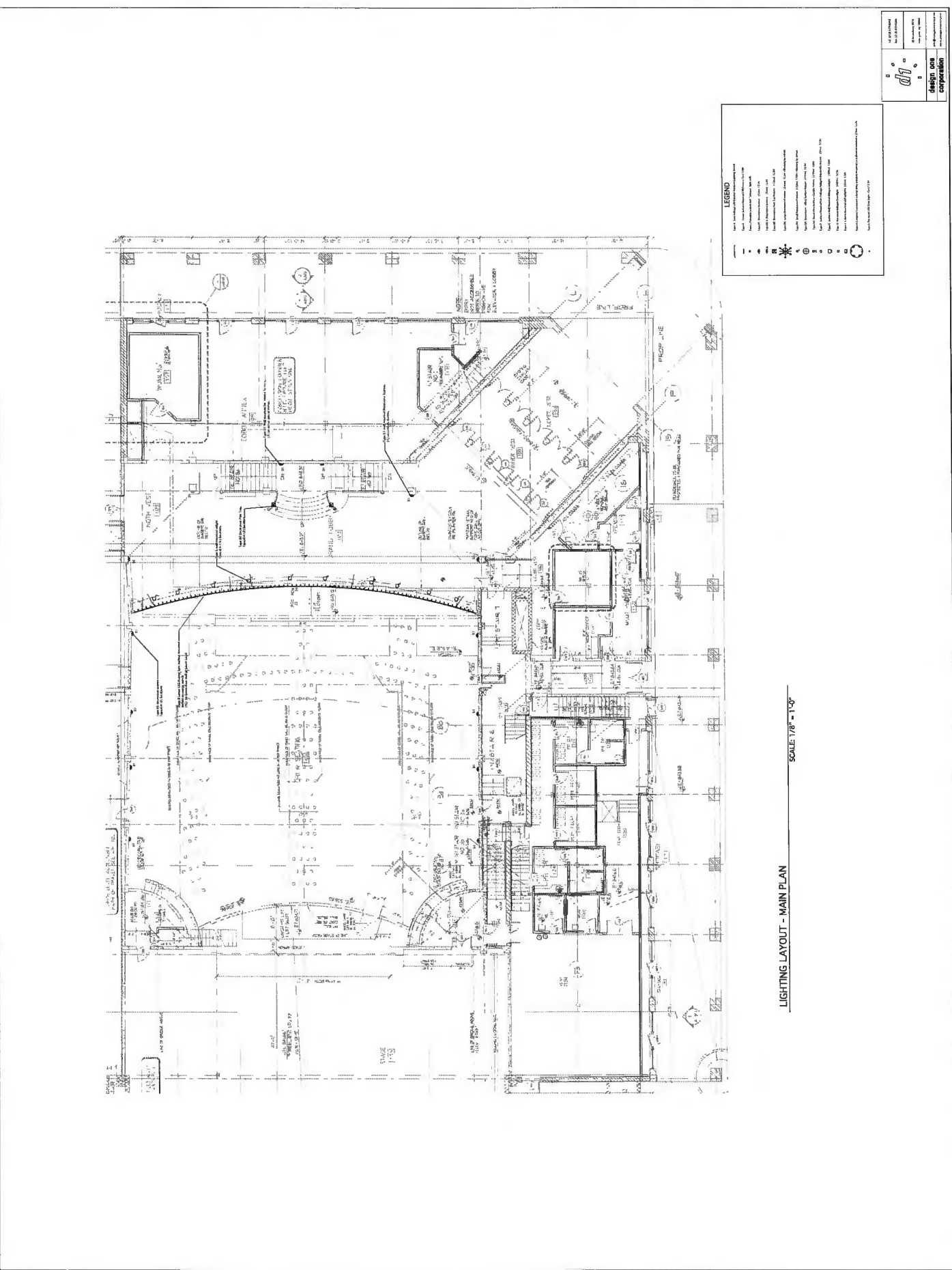
CONSULTANT
TEAM

STRUCTURAL/MECHANICAL:
3715 W. ADAMS ST. SUITE 300
RIVERSIDE, CA 92506
TEL: (951) 514-3200
WWW.MCMCCONSTRUCTION.COM

MECHANICAL/ELECTRICAL:
1101 S. GARDEN ST. SUITE 111
RIVERSIDE, CA 92507
TEL: (951) 514-3200
WWW.MCMCCONSTRUCTION.COM

PLUMBING/ELECTRICAL:
1101 S. GARDEN ST. SUITE 111
RIVERSIDE, CA 92507
TEL: (951) 514-3200
WWW.MCMCCONSTRUCTION.COM

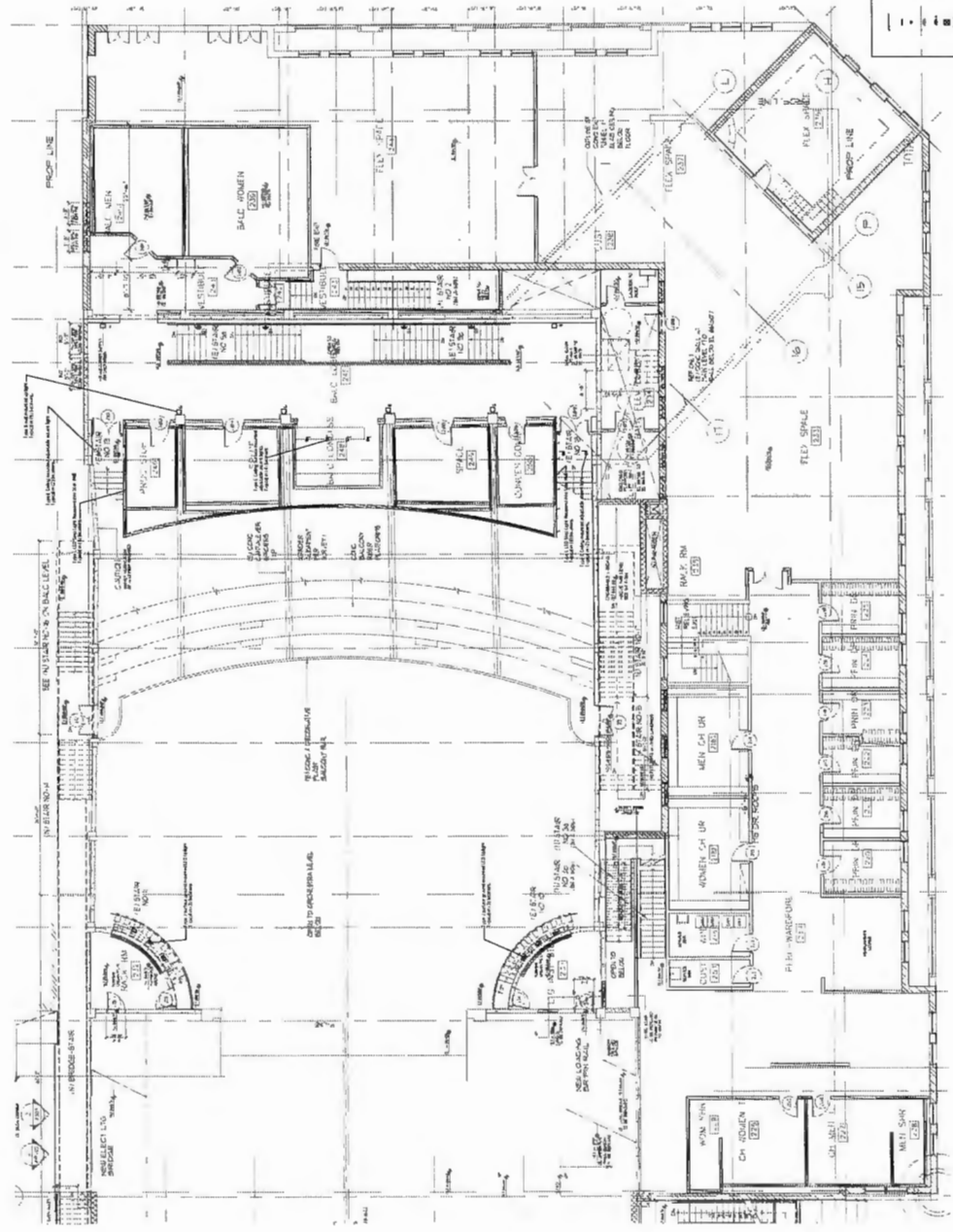
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06	10/1/14	REVISIONS
07	10/1/14	REVISIONS
08	10/1/14	REVISIONS
09	10/1/14	REVISIONS
10	10/1/14	REVISIONS



LEGEND

- 150W LED DOWNLIGHT (RECESSED)
- 30W LED DOWNLIGHT (RECESSED)
- 60W LED DOWNLIGHT (RECESSED)
- 90W LED DOWNLIGHT (RECESSED)
- 120W LED DOWNLIGHT (RECESSED)
- 150W LED DOWNLIGHT (RECESSED)
- 30W LED DOWNLIGHT (RECESSED)
- 60W LED DOWNLIGHT (RECESSED)
- 90W LED DOWNLIGHT (RECESSED)
- 120W LED DOWNLIGHT (RECESSED)
- 150W LED DOWNLIGHT (RECESSED)

LIGHTING LAYOUT - MAIN PLAN
SCALE: 1/8" = 1'-0"



LEGEND

1. Fixtures shown in this plan are to be installed as indicated.

2. Fixtures shown in this plan are to be installed as indicated.

3. Fixtures shown in this plan are to be installed as indicated.

4. Fixtures shown in this plan are to be installed as indicated.

5. Fixtures shown in this plan are to be installed as indicated.

6. Fixtures shown in this plan are to be installed as indicated.

7. Fixtures shown in this plan are to be installed as indicated.

8. Fixtures shown in this plan are to be installed as indicated.

9. Fixtures shown in this plan are to be installed as indicated.

10. Fixtures shown in this plan are to be installed as indicated.

LIGHTING LAYOUT - BALCONY/LOBBY PLAN
 SCALE 1/8" = 1'-0"

design.com
 corporation

PROJECT: FOX THEATRE
 COMMERCIAL BUILDING
 FOR THE CITY OF RIVERSIDE

DESIGN BUILD TEAM
 ARCHITECT: [Logo]
 ENGINEER: [Logo]

DESIGN ARCHITECT: [Logo]
 40 EAST MONTECITO AVE
 RIVERSIDE, CA 92501
 PH: (951) 514-0300

CONSULTANT TEAM
 STRUCTURAL ENGINEERING: [Logo]
 CIVIL ENGINEERING: [Logo]

MECHANICAL ENGINEERING: [Logo]
 ELECTRICAL ENGINEERING: [Logo]

PLUMBING ENGINEERING: [Logo]
 CONSTRUCTION MANAGEMENT: [Logo]

LANDSCAPE ARCHITECTURE: [Logo]
 HISTORIC PRESERVATION: [Logo]

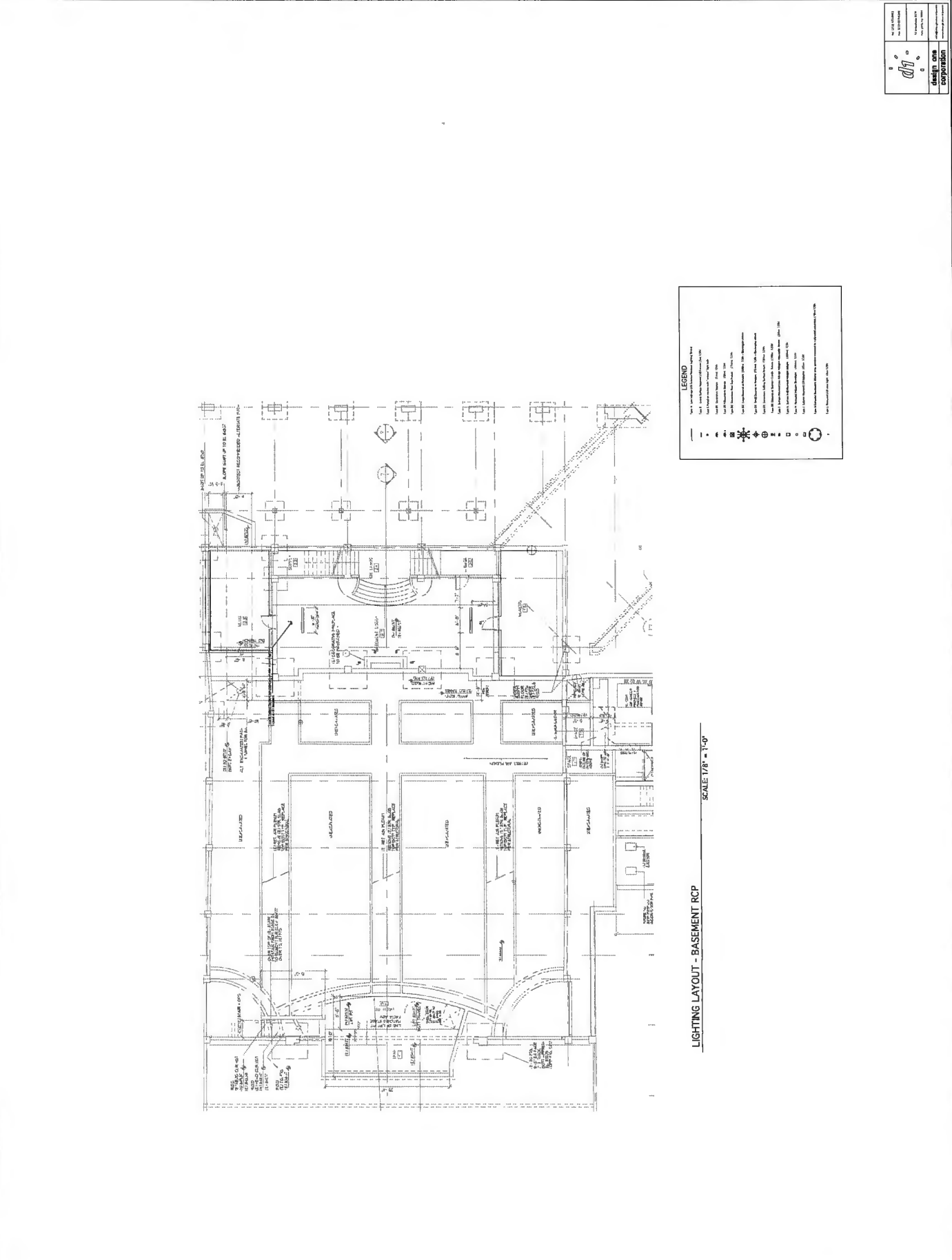
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LEGEND

1. 1/2" x 1/2" x 1/2" Recessed Downlight (100W, 120V)

2. 1/2" x 1/2" x 1/2" Recessed Downlight (150W, 120V)

3. 1/2" x 1/2" x 1/2" Recessed Downlight (200W, 120V)

4. 1/2" x 1/2" x 1/2" Recessed Downlight (250W, 120V)

5. 1/2" x 1/2" x 1/2" Recessed Downlight (300W, 120V)

6. 1/2" x 1/2" x 1/2" Recessed Downlight (350W, 120V)

7. 1/2" x 1/2" x 1/2" Recessed Downlight (400W, 120V)

8. 1/2" x 1/2" x 1/2" Recessed Downlight (450W, 120V)

9. 1/2" x 1/2" x 1/2" Recessed Downlight (500W, 120V)

10. 1/2" x 1/2" x 1/2" Recessed Downlight (550W, 120V)

11. 1/2" x 1/2" x 1/2" Recessed Downlight (600W, 120V)

12. 1/2" x 1/2" x 1/2" Recessed Downlight (650W, 120V)

13. 1/2" x 1/2" x 1/2" Recessed Downlight (700W, 120V)

14. 1/2" x 1/2" x 1/2" Recessed Downlight (750W, 120V)

15. 1/2" x 1/2" x 1/2" Recessed Downlight (800W, 120V)

16. 1/2" x 1/2" x 1/2" Recessed Downlight (850W, 120V)

17. 1/2" x 1/2" x 1/2" Recessed Downlight (900W, 120V)

18. 1/2" x 1/2" x 1/2" Recessed Downlight (950W, 120V)

19. 1/2" x 1/2" x 1/2" Recessed Downlight (1000W, 120V)

20. 1/2" x 1/2" x 1/2" Recessed Downlight (1050W, 120V)

21. 1/2" x 1/2" x 1/2" Recessed Downlight (1100W, 120V)

22. 1/2" x 1/2" x 1/2" Recessed Downlight (1150W, 120V)

23. 1/2" x 1/2" x 1/2" Recessed Downlight (1200W, 120V)

24. 1/2" x 1/2" x 1/2" Recessed Downlight (1250W, 120V)

25. 1/2" x 1/2" x 1/2" Recessed Downlight (1300W, 120V)

26. 1/2" x 1/2" x 1/2" Recessed Downlight (1350W, 120V)

27. 1/2" x 1/2" x 1/2" Recessed Downlight (1400W, 120V)

28. 1/2" x 1/2" x 1/2" Recessed Downlight (1450W, 120V)

29. 1/2" x 1/2" x 1/2" Recessed Downlight (1500W, 120V)

30. 1/2" x 1/2" x 1/2" Recessed Downlight (1550W, 120V)

31. 1/2" x 1/2" x 1/2" Recessed Downlight (1600W, 120V)

32. 1/2" x 1/2" x 1/2" Recessed Downlight (1650W, 120V)

33. 1/2" x 1/2" x 1/2" Recessed Downlight (1700W, 120V)

34. 1/2" x 1/2" x 1/2" Recessed Downlight (1750W, 120V)

35. 1/2" x 1/2" x 1/2" Recessed Downlight (1800W, 120V)

36. 1/2" x 1/2" x 1/2" Recessed Downlight (1850W, 120V)

37. 1/2" x 1/2" x 1/2" Recessed Downlight (1900W, 120V)

38. 1/2" x 1/2" x 1/2" Recessed Downlight (1950W, 120V)

39. 1/2" x 1/2" x 1/2" Recessed Downlight (2000W, 120V)

40. 1/2" x 1/2" x 1/2" Recessed Downlight (2050W, 120V)

41. 1/2" x 1/2" x 1/2" Recessed Downlight (2100W, 120V)

42. 1/2" x 1/2" x 1/2" Recessed Downlight (2150W, 120V)

43. 1/2" x 1/2" x 1/2" Recessed Downlight (2200W, 120V)

44. 1/2" x 1/2" x 1/2" Recessed Downlight (2250W, 120V)

45. 1/2" x 1/2" x 1/2" Recessed Downlight (2300W, 120V)

46. 1/2" x 1/2" x 1/2" Recessed Downlight (2350W, 120V)

47. 1/2" x 1/2" x 1/2" Recessed Downlight (2400W, 120V)

48. 1/2" x 1/2" x 1/2" Recessed Downlight (2450W, 120V)

49. 1/2" x 1/2" x 1/2" Recessed Downlight (2500W, 120V)

50. 1/2" x 1/2" x 1/2" Recessed Downlight (2550W, 120V)

51. 1/2" x 1/2" x 1/2" Recessed Downlight (2600W, 120V)

52. 1/2" x 1/2" x 1/2" Recessed Downlight (2650W, 120V)

53. 1/2" x 1/2" x 1/2" Recessed Downlight (2700W, 120V)

54. 1/2" x 1/2" x 1/2" Recessed Downlight (2750W, 120V)

55. 1/2" x 1/2" x 1/2" Recessed Downlight (2800W, 120V)

56. 1/2" x 1/2" x 1/2" Recessed Downlight (2850W, 120V)

57. 1/2" x 1/2" x 1/2" Recessed Downlight (2900W, 120V)

58. 1/2" x 1/2" x 1/2" Recessed Downlight (2950W, 120V)

59. 1/2" x 1/2" x 1/2" Recessed Downlight (3000W, 120V)

60. 1/2" x 1/2" x 1/2" Recessed Downlight (3050W, 120V)

61. 1/2" x 1/2" x 1/2" Recessed Downlight (3100W, 120V)

62. 1/2" x 1/2" x 1/2" Recessed Downlight (3150W, 120V)

63. 1/2" x 1/2" x 1/2" Recessed Downlight (3200W, 120V)

64. 1/2" x 1/2" x 1/2" Recessed Downlight (3250W, 120V)

65. 1/2" x 1/2" x 1/2" Recessed Downlight (3300W, 120V)

66. 1/2" x 1/2" x 1/2" Recessed Downlight (3350W, 120V)

67. 1/2" x 1/2" x 1/2" Recessed Downlight (3400W, 120V)

68. 1/2" x 1/2" x 1/2" Recessed Downlight (3450W, 120V)

69. 1/2" x 1/2" x 1/2" Recessed Downlight (3500W, 120V)

70. 1/2" x 1/2" x 1/2" Recessed Downlight (3550W, 120V)

71. 1/2" x 1/2" x 1/2" Recessed Downlight (3600W, 120V)

72. 1/2" x 1/2" x 1/2" Recessed Downlight (3650W, 120V)

73. 1/2" x 1/2" x 1/2" Recessed Downlight (3700W, 120V)

74. 1/2" x 1/2" x 1/2" Recessed Downlight (3750W, 120V)

75. 1/2" x 1/2" x 1/2" Recessed Downlight (3800W, 120V)

76. 1/2" x 1/2" x 1/2" Recessed Downlight (3850W, 120V)

77. 1/2" x 1/2" x 1/2" Recessed Downlight (3900W, 120V)

78. 1/2" x 1/2" x 1/2" Recessed Downlight (3950W, 120V)

79. 1/2" x 1/2" x 1/2" Recessed Downlight (4000W, 120V)

80. 1/2" x 1/2" x 1/2" Recessed Downlight (4050W, 120V)

81. 1/2" x 1/2" x 1/2" Recessed Downlight (4100W, 120V)

82. 1/2" x 1/2" x 1/2" Recessed Downlight (4150W, 120V)

83. 1/2" x 1/2" x 1/2" Recessed Downlight (4200W, 120V)

84. 1/2" x 1/2" x 1/2" Recessed Downlight (4250W, 120V)

85. 1/2" x 1/2" x 1/2" Recessed Downlight (4300W, 120V)

86. 1/2" x 1/2" x 1/2" Recessed Downlight (4350W, 120V)

87. 1/2" x 1/2" x 1/2" Recessed Downlight (4400W, 120V)

88. 1/2" x 1/2" x 1/2" Recessed Downlight (4450W, 120V)

89. 1/2" x 1/2" x 1/2" Recessed Downlight (4500W, 120V)

90. 1/2" x 1/2" x 1/2" Recessed Downlight (4550W, 120V)

91. 1/2" x 1/2" x 1/2" Recessed Downlight (4600W, 120V)

92. 1/2" x 1/2" x 1/2" Recessed Downlight (4650W, 120V)

93. 1/2" x 1/2" x 1/2" Recessed Downlight (4700W, 120V)

94. 1/2" x 1/2" x 1/2" Recessed Downlight (4750W, 120V)

95. 1/2" x 1/2" x 1/2" Recessed Downlight (4800W, 120V)

96. 1/2" x 1/2" x 1/2" Recessed Downlight (4850W, 120V)

97. 1/2" x 1/2" x 1/2" Recessed Downlight (4900W, 120V)

98. 1/2" x 1/2" x 1/2" Recessed Downlight (4950W, 120V)

99. 1/2" x 1/2" x 1/2" Recessed Downlight (5000W, 120V)

100. 1/2" x 1/2" x 1/2" Recessed Downlight (5050W, 120V)

LIGHTING LAYOUT - BASEMENT RCP
 SCALE: 1/8" = 1'-0"

PROJECT: FOX THEATRE
 COMMERCIAL BUILDING
 FOR THE CITY OF RIVERSIDE

DESIGN BY: [Logo]
 SCALE: 1/8" = 1'-0"
 SHEET NUMBER: L-201

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PROJECT: FOX THEATRE
 AND COMMERCIAL BUILDING
 FOR THE CITY OF RIVERSIDE

DESIGN BUILD TEAM
 EXECUTIVE: [Name]
 ARCHITECT: [Name]
 STRUCTURAL ENGINEER: [Name]
 MECHANICAL ENGINEER: [Name]
 ELECTRICAL ENGINEER: [Name]
 PLUMBING ENGINEER: [Name]

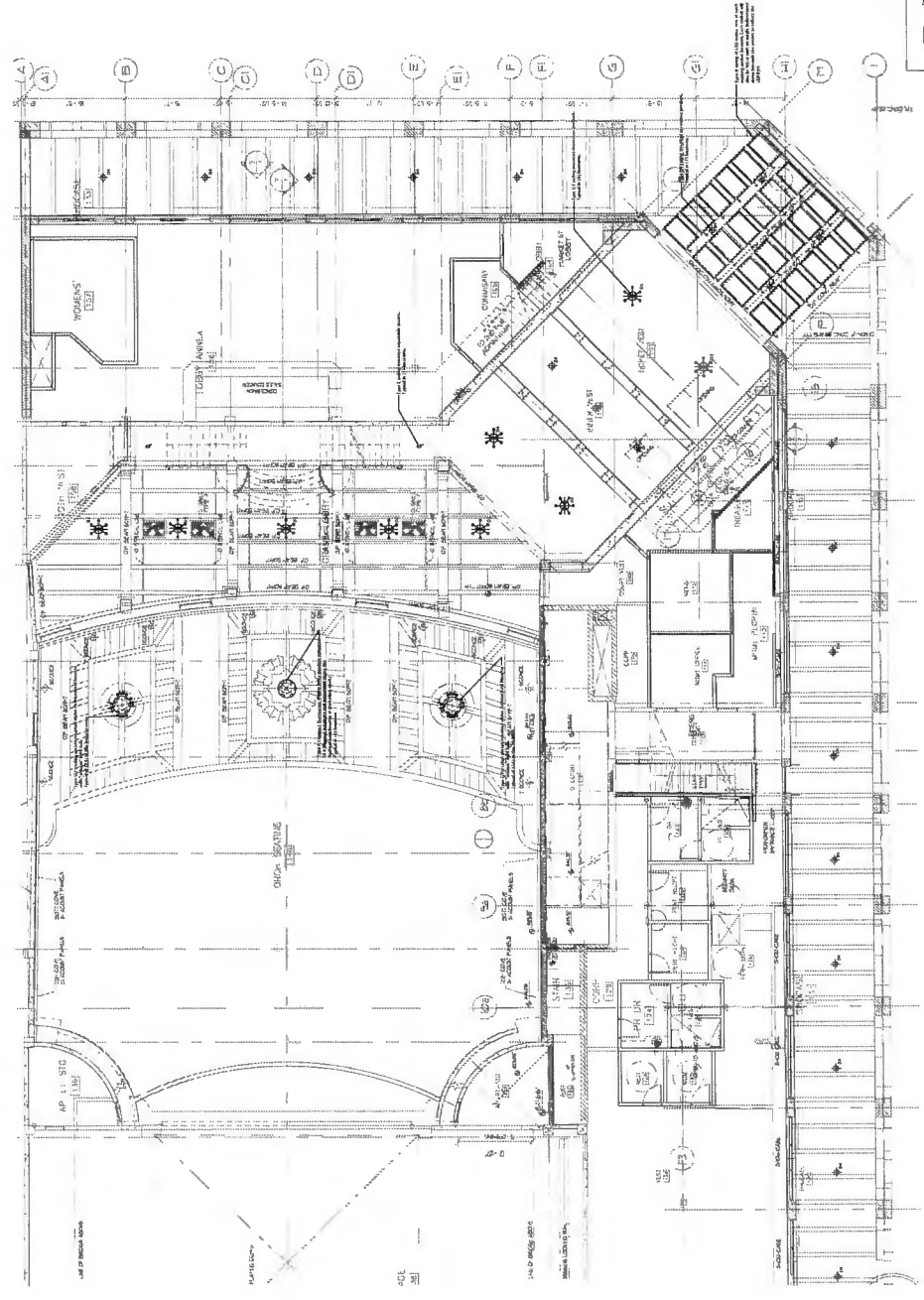
CONSULTANT
 ARCHITECT: [Name]
 STRUCTURAL ENGINEER: [Name]
 MECHANICAL ENGINEER: [Name]
 ELECTRICAL ENGINEER: [Name]
 PLUMBING ENGINEER: [Name]

LEGEND
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 LIGHTING FIXTURES: [Symbol]
 LIGHTING FIXTURES: [Symbol]

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92	09/01/27	REVISIONS
93	10/01/27	REVISIONS
94	11/01/27	REVISIONS
95	12/01/27	REVISIONS
96	01/01/28	REVISIONS
97	02/01/28	REVISIONS
98	03/01/28	REVISIONS
99	04/01/28	REVISIONS
100	05/01/28	REVISIONS

MAIN LIGHTING RCP
 SHEET TIME
 RCP & CO. #

DRAWN BY: [Name]
 SCALE: 1/8" = 1'-0"
 SHEET NUMBER: L-202



LIGHTING LAYOUT - MAIN RCP
 SCALE 1/8" = 1'-0"

PROJECT:
FOX THEATRE
AND
COMMERCIAL
BUILDING
 FOR THE CITY OF RIVERSIDE

DESIGN
 CONSULTANT
RAI
 ARCHITECTS
 1000 MAIN STREET, SUITE 200
 RIVERSIDE, CA 92501
 TEL: 951.514.1100
 WWW.RAIARCHITECTS.COM



DESIGN ARCHITECT:
RAI ARCHITECTS
 1000 MAIN STREET, SUITE 200
 RIVERSIDE, CA 92501
 TEL: 951.514.1100
 WWW.RAIARCHITECTS.COM

DESIGN TEAM
 ARCHITECTS
 CONSULTANT
 ARCHITECTS

DESIGN TEAM
 ARCHITECTS
 CONSULTANT
 ARCHITECTS

DESIGN TEAM
 ARCHITECTS
 CONSULTANT
 ARCHITECTS

DESIGN TEAM
 ARCHITECTS
 CONSULTANT
 ARCHITECTS

DESIGN TEAM
 ARCHITECTS
 CONSULTANT
 ARCHITECTS

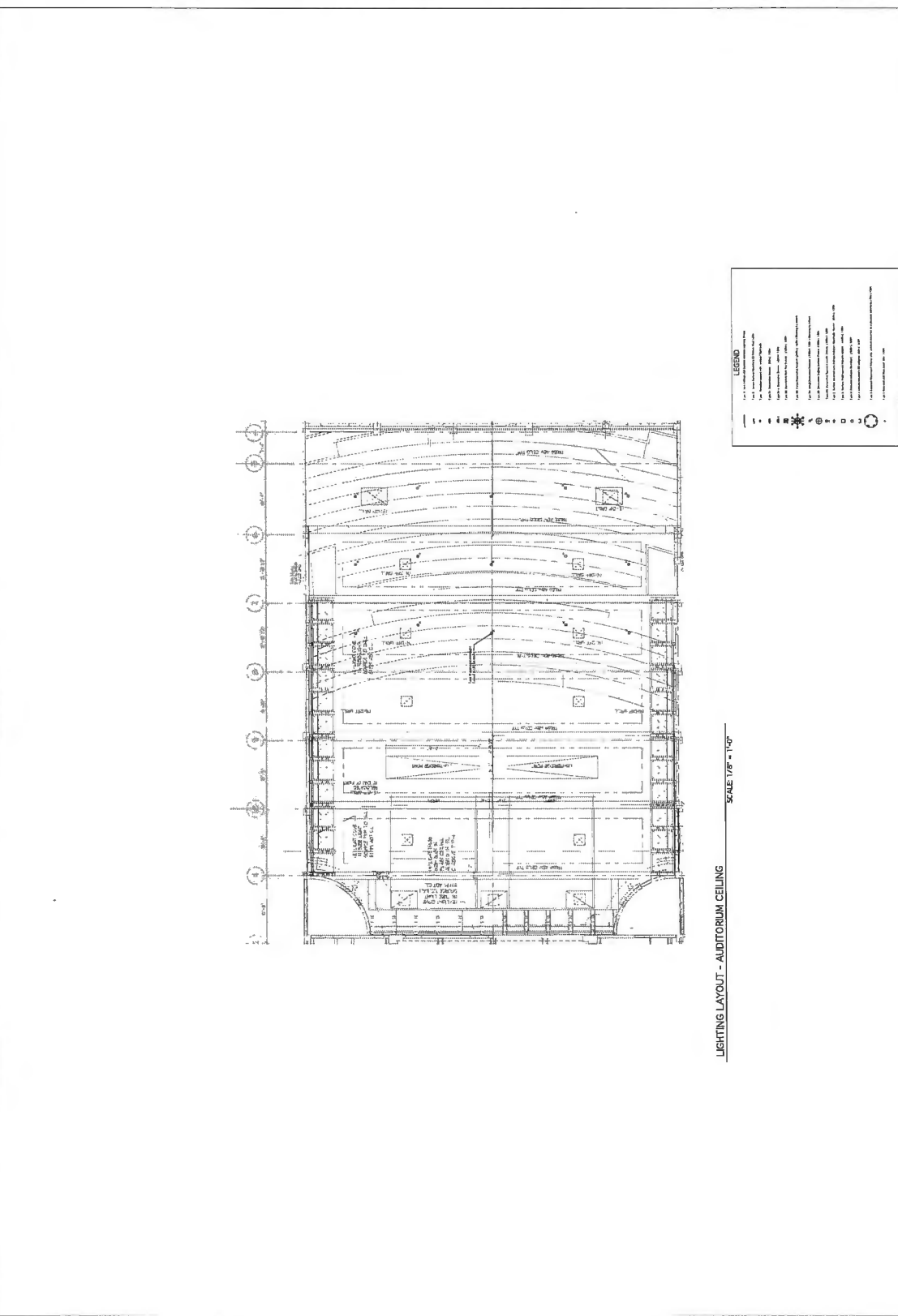
DESIGN TEAM
 ARCHITECTS
 CONSULTANT
 ARCHITECTS

DESIGN TEAM
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 ARCHITECTS

DESIGN TEAM
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 CONSULTANT
 ARCHITECTS

DESIGN TEAM
 ARCHITECTS
 CONSULTANT
 ARCHITECTS

DESIGN TEAM
 ARCHITECTS
 CONSULTANT
 ARCHITECTS



LIGHTING LAYOUT - AUDITORIUM CEILING
 SCALE 1/8" = 1'-0"

LEGEND

- 1. LIGHTING FIXTURE
- 2. LIGHTING FIXTURE
- 3. LIGHTING FIXTURE
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- 98. LIGHTING FIXTURE
- 99. LIGHTING FIXTURE
- 100. LIGHTING FIXTURE

RAI ARCHITECTS
 1000 MAIN STREET, SUITE 200
 RIVERSIDE, CA 92501
 TEL: 951.514.1100
 WWW.RAIARCHITECTS.COM

SHEET TITLE
AUDITORIUM
LIGHTING-RCP

DATE: 11/11/11
 DRAWN BY: J. BROWN
 CHECKED BY: J. BROWN
 PROJECT NUMBER:
L-204

PROJECT:
FOX THEATRE
AND
COMMERCIAL
BUILDING
 FOR THE CITY OF RIVERSIDE

DESIGN
 TEAM
SAVILE CONTRACTORS
 300 N. G ST. RIVERSIDE, CA 92501
 (951) 514-1100



BY SIGNATURE & COMPANY
 OF REGISTERED PROFESSIONAL ENGINEER
 OR ARCHITECT
 FOR THE CITY OF RIVERSIDE
 (951) 514-1100

CONSULTANT
FRANCIS ENGINEERING
 2775 ARDEN BOULEVARD
 SUITE 100 RIVERSIDE, CA 92506
 (951) 773-2442

REGISTERED ELECTRICAL ENGINEER
 LICENSE NO. 10000
 REGISTERED ARCHITECT
 LICENSE NO. 10000

REGISTERED ELECTRICAL ENGINEER
 LICENSE NO. 10000
 REGISTERED ARCHITECT
 LICENSE NO. 10000

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMITS
2	11/11/11	ISSUED FOR PERMITS
3	11/11/11	ISSUED FOR PERMITS
4	11/11/11	ISSUED FOR PERMITS
5	11/11/11	ISSUED FOR PERMITS
6	11/11/11	ISSUED FOR PERMITS
7	11/11/11	ISSUED FOR PERMITS
8	11/11/11	ISSUED FOR PERMITS
9	11/11/11	ISSUED FOR PERMITS
10	11/11/11	ISSUED FOR PERMITS

SHEET TITLE
LIGHTING SECTION
 RIN & CO 08-A

DESIGNED BY
 DRAWN BY
 CHECKED BY
 DATE
 SHEET NUMBER
L-401

SCALE: 1/8" = 1'-0"
 DESIGN AND
 EXPLANATION

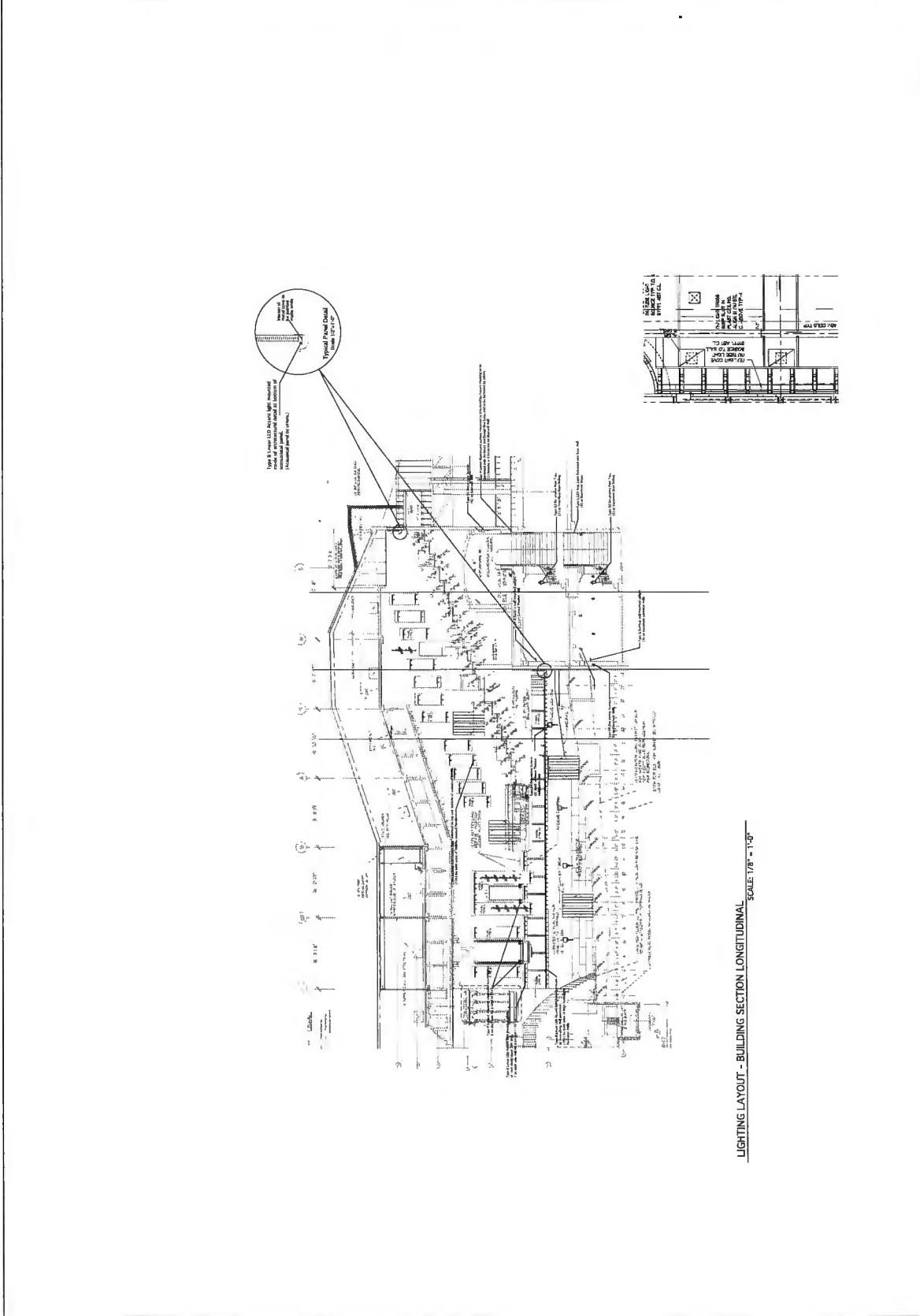
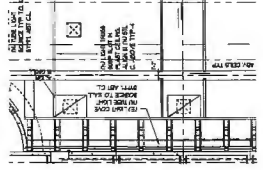
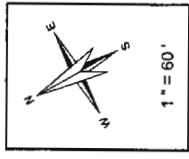


Figure 10 Detail of Section 101
 (Scale 1/4" = 1'-0")



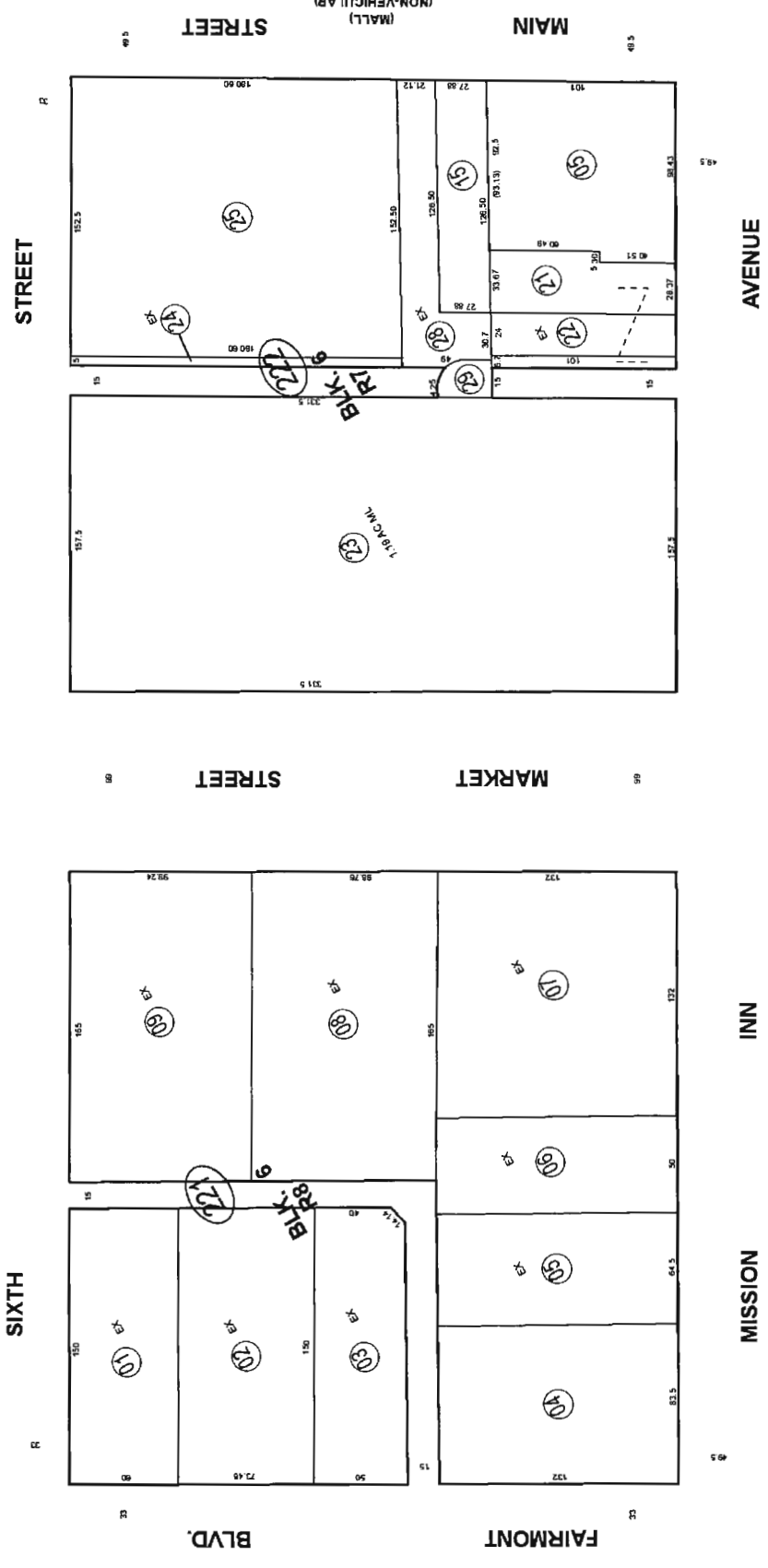
LIGHTING LAYOUT - BUILDING SECTION LONGITUDINAL
 SCALE: 1/8" = 1'-0"

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



Legend

- Lot Lines
- Right-of-Way
- - - Old Lot Lines
- - - Reference R.O.W.
- • • • • Other Elements
- • • • • Lease Area
- ▬ Subdivision To Mark



Date **Old Number** **New Number**

9/11/83	4	93 ST
10/4/2004	224	1012
10/4/2004	224	1113,14
10/4/2004	12,14	222-45
10/4/2004	10,11	222-18
3/12/2005	222-16	51
2/25/2014	ADD/AS/MT	222-17
2/25/2014	224,13,17	18
2/25/2014	222-18	15-20
8/18/2017	222-20	21-22
8/18/2017	222-13	23
8/18/2017	222-7	24-25
9/19/2017	ADD/AS/MT	222-26
9/19/2017	222-9	27-28
9/19/2017	222-3,7	29

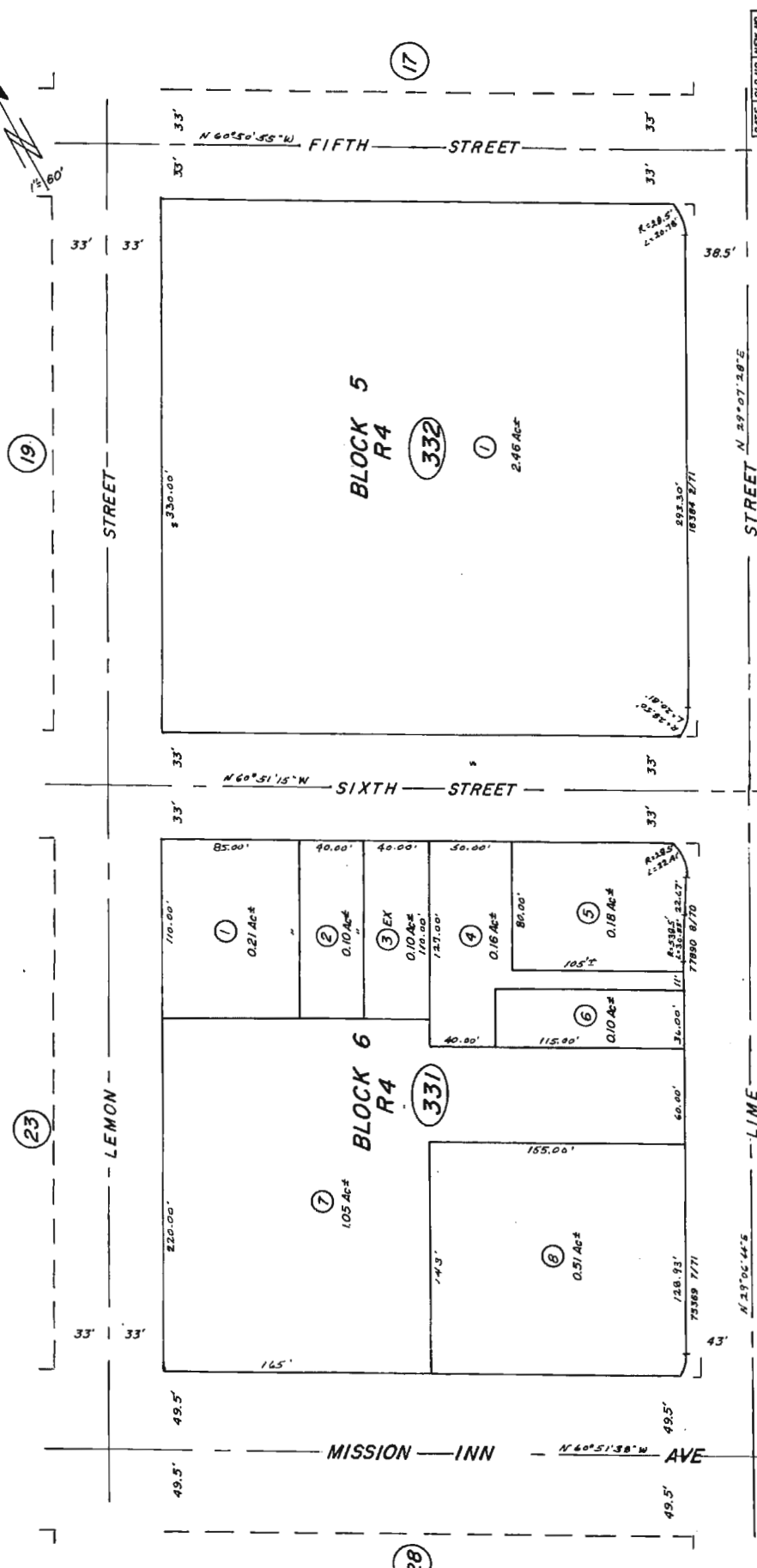
93-20-14	93-18	93-16
93-21-14	93-22	93-23
93-19-14	93-24	93-17

Map Reference
MB 7117 SB TOWN OF RIVERSIDE
Oct 2017



POR. CITY OF RIVERSIDE
(BLOCKS 5 & 6, RANGE 4, POR. T 2S. R 5 W.)

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

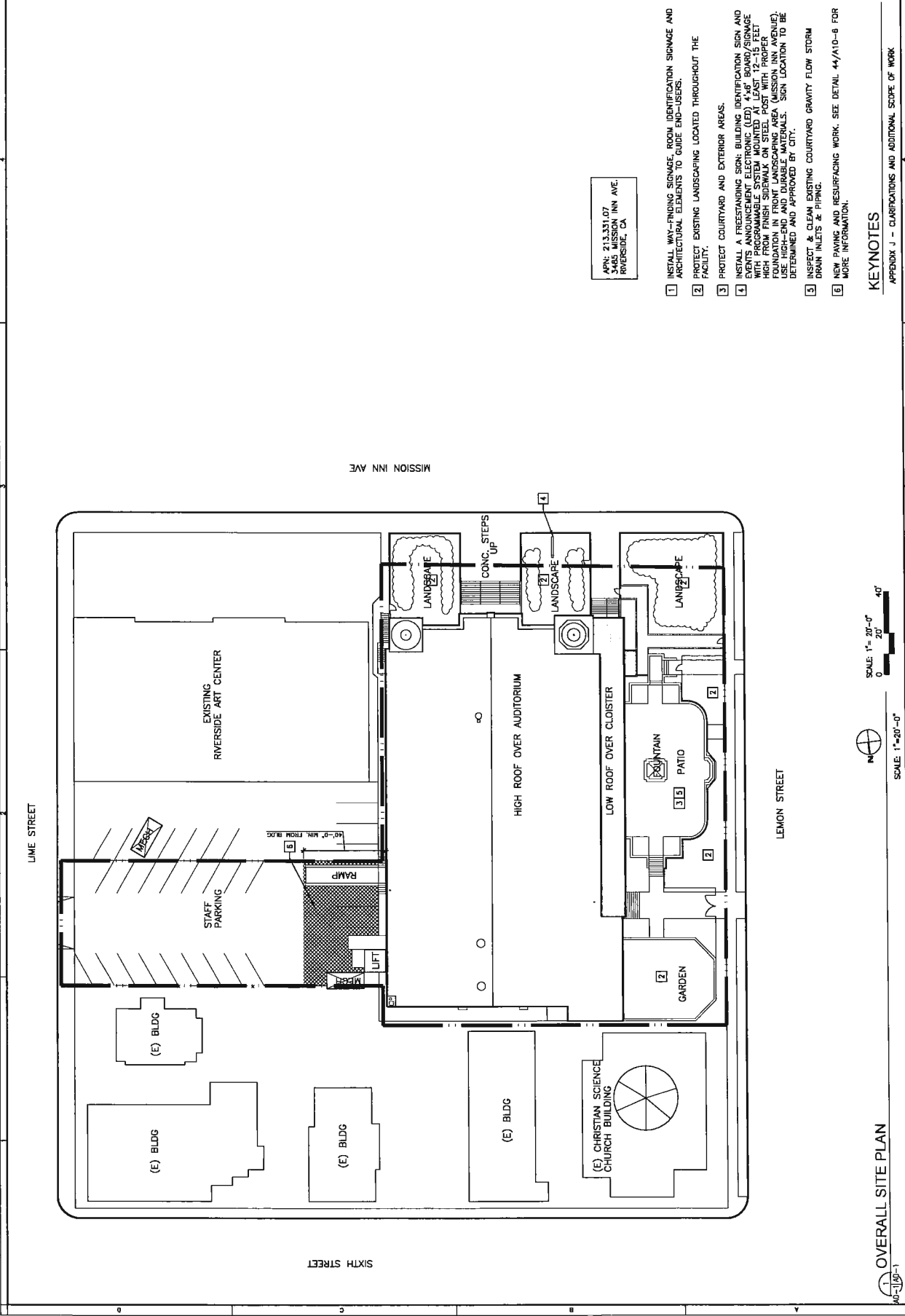


DATE	OLD NO	NEW NO

M.B. 7/17 S.B. Town Of Riverside
SEPT. 1981

DATA: INST. NO. 81326, 3/29
4708-T 6/29

ASSESSOR'S MAP BK 213 PG. 33
RIVERSIDE COUNTY, CALIF



APN: 213,331,07
 3485 MISSION INN AVE.
 RIVERSIDE, CA

1. INSTALL WALK-FINISH SIGNAGE, ROOM IDENTIFICATION SIGNAGE AND ARCHITECTURAL ELEMENTS TO GUIDE END-USEERS.
2. PROTECT EXISTING LANDSCAPING LOCATED THROUGHOUT THE FACILITY.
3. PROTECT COURTYARD AND EXTERIOR AREAS.
4. INSTALL A FREESTANDING SIGN, BUILDING IDENTIFICATION SIGN AND EVENTS ANNOUNCEMENT ELECTRONIC (LED) 4"x8" BOARD/SIGNAGE WITH PROGRAMMABLE SYSTEM MOUNTED AT LEAST 12'-15 FEET HIGH FROM FINISH SIDEWALK ON STEEL POST WITH PROPER FOUNDATION IN FRONT OF EXISTING SIGNAGE (AS SHOWN). SIGN LOCATION TO BE DETERMINED AND APPROVED BY CITY.
5. INSPECT & CLEAN EXISTING COURTYARD GRAVITY FLOW STORM DRAIN INLETS & PIPING.
6. NEW PAVING AND RESURFACING WORK. SEE DETAIL 44/A10-B FOR MORE INFORMATION.

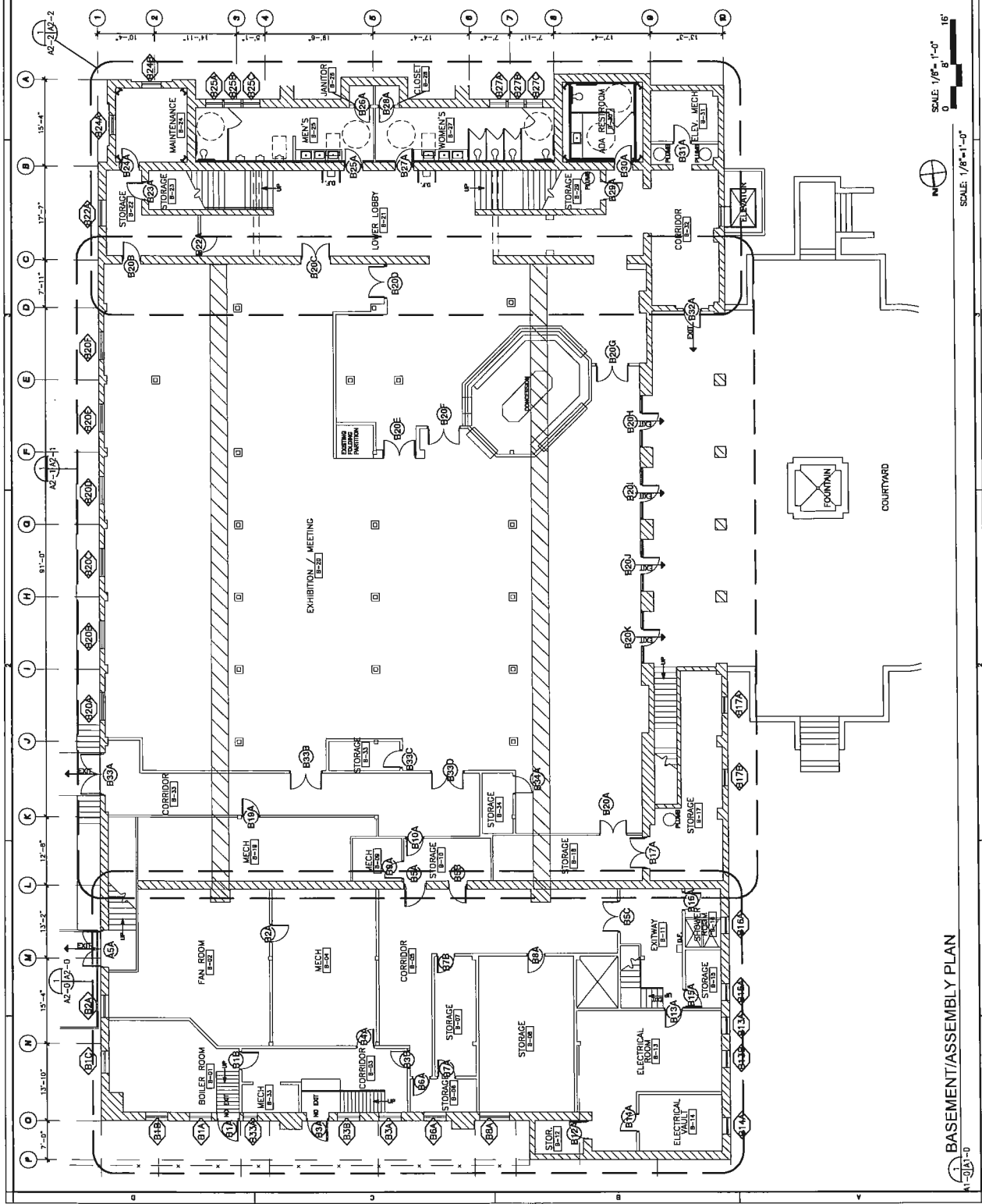
KEYNOTES
 APPENDIX J - CLARIFICATIONS AND ADDITIONAL SCOPE OF WORK

SCALE: 1" = 20'-0"
 0 20 40'



SCALE: 1" = 20'-0"



RA RAVENHILL ARCHITECTS, INC. ARCHITECTS 3485 MISSION INN AVENUE, RIVERSIDE, CA 92501 (951) 514-1100 WWW.RA-ARCHITECTS.COM		APPROVED DATE: _____ Satisfactory To: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____																
REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>11/18/11</td> <td>100% DESIGN</td> </tr> <tr> <td>2</td> <td>09/29/11</td> <td>100% DEMO PLAN CHECK</td> </tr> <tr> <td>3</td> <td>09/29/11</td> <td>100% DEMO STRUCTURAL/MECH</td> </tr> <tr> <td>4</td> <td>09/23/11</td> <td>SCHEMATIC DESIGN SUBMITTAL</td> </tr> </table>		NO.	DATE	DESCRIPTION	1	11/18/11	100% DESIGN	2	09/29/11	100% DEMO PLAN CHECK	3	09/29/11	100% DEMO STRUCTURAL/MECH	4	09/23/11	SCHEMATIC DESIGN SUBMITTAL	BASEMENT KEYPLANS SHEET TITLE: RIVERSIDE MUNICIPAL AUDITORIUM RENOVATION 3485 MISSION INN AVENUE, RIVERSIDE, CA 92501 CITY OF RIVERSIDE, CALIFORNIA	
NO.	DATE	DESCRIPTION																
1	11/18/11	100% DESIGN																
2	09/29/11	100% DEMO PLAN CHECK																
3	09/29/11	100% DEMO STRUCTURAL/MECH																
4	09/23/11	SCHEMATIC DESIGN SUBMITTAL																

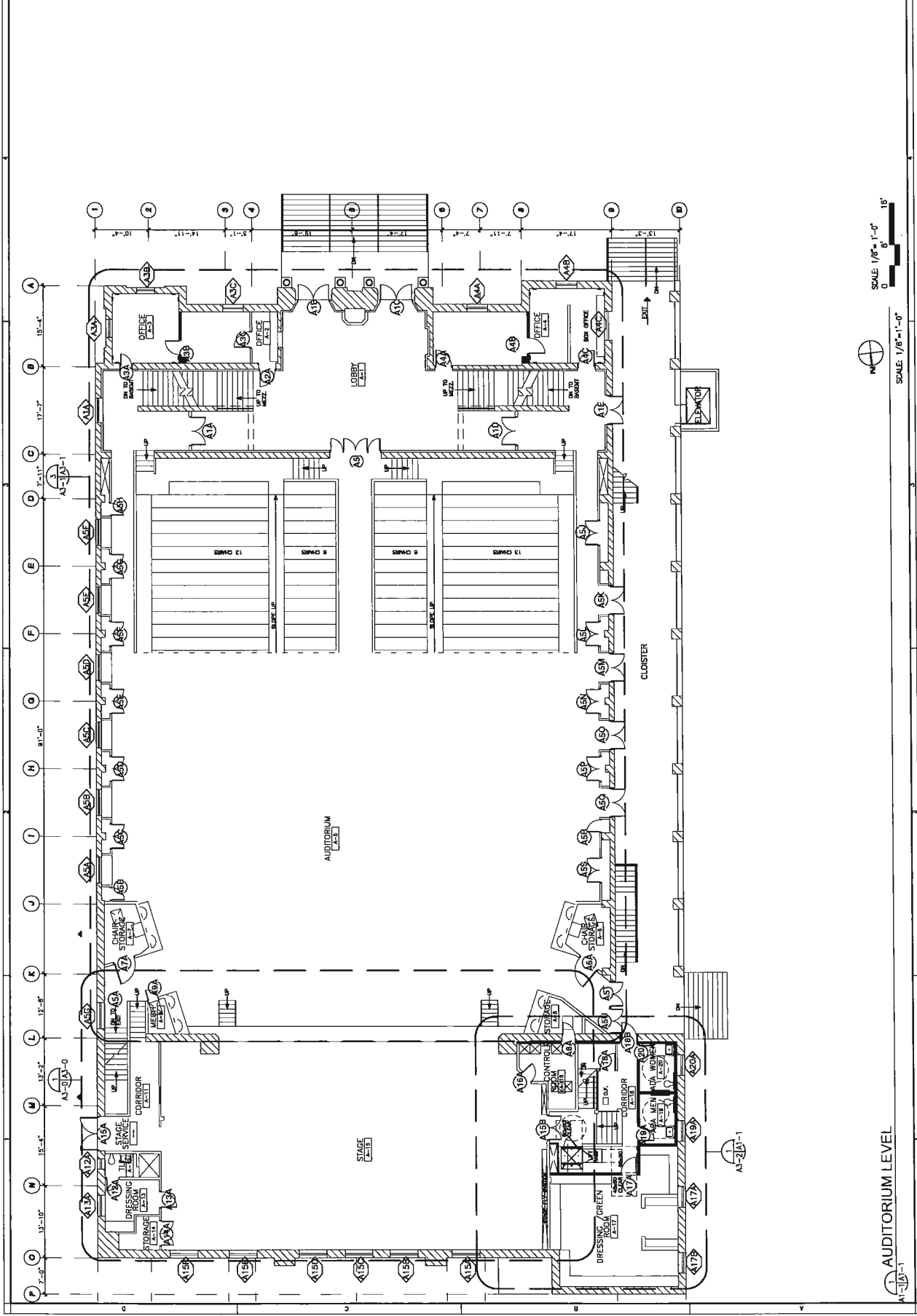


SCALE: 1/8" = 1'-0"
 0' 15'

SCALE: 1/8" = 1'-0"
 0' 15'

1. BASEMENT/ASSEMBLY PLAN
 A-100-0

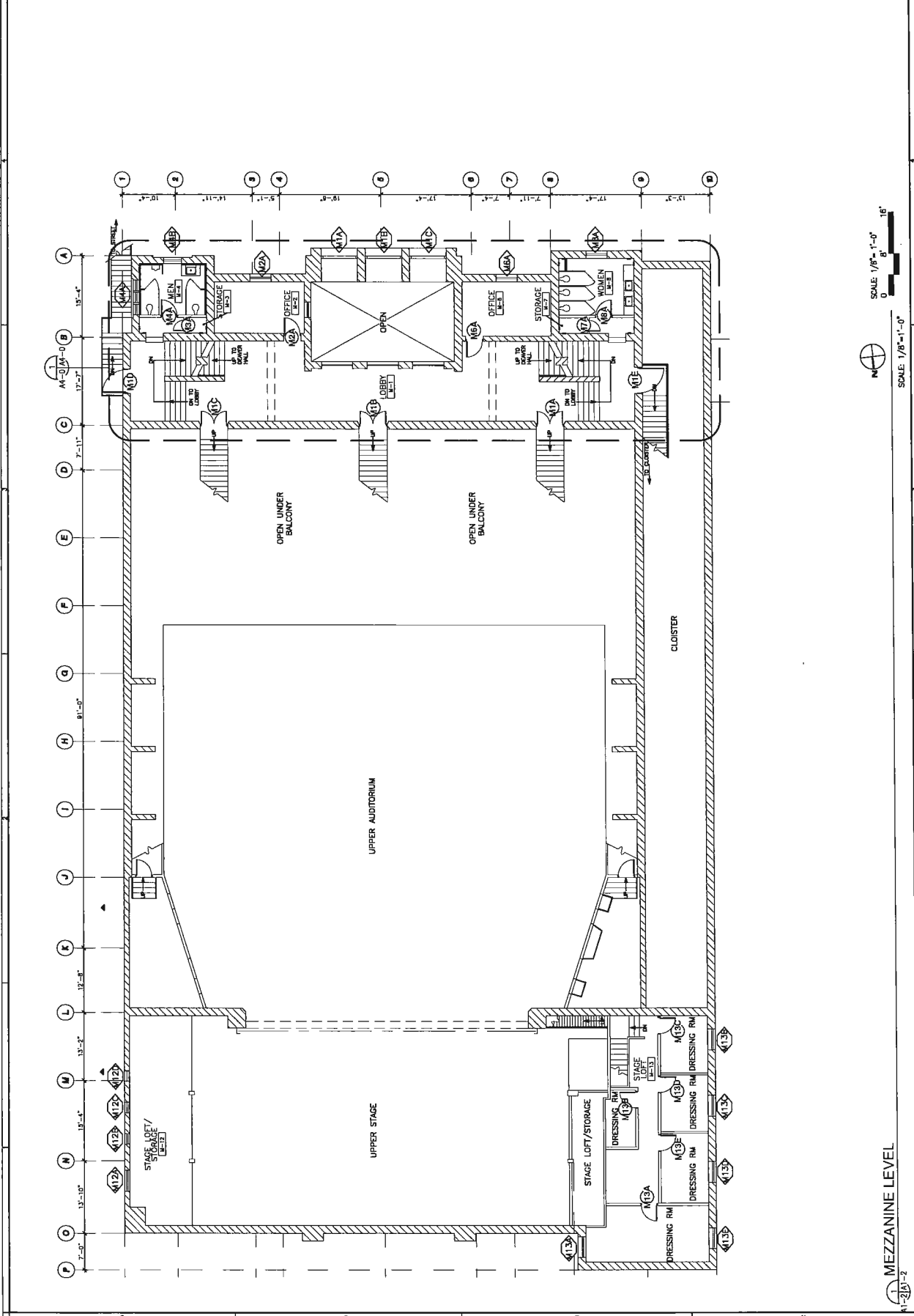
			CITY OF RIVERSIDE, CALIFORNIA RIVERSIDE MUNICIPAL AUDITORIUM RENOVATION 3485 Mission Inn Avenue, Riverside, CA 92501	AUDITORIUM KEYPLANS SHEET TITLE: AUDITORIUM
DESIGNED BY: [] DRAWN BY: [] CHECKED BY: [] DATE: []	APPROVED BY: [] DATE: []	PROJECT NO.: [] DRAWING NO.: []	DATE: []	SCALE: 1/8" = 1'-0" 0 5 10'
11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11	11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11	11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11	11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11	11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11 11/28/11 11/28/11 08/23/11 08/23/11



SCALE: 1/8" = 1'-0"
 0 5 10'

AUDITORIUM LEVEL

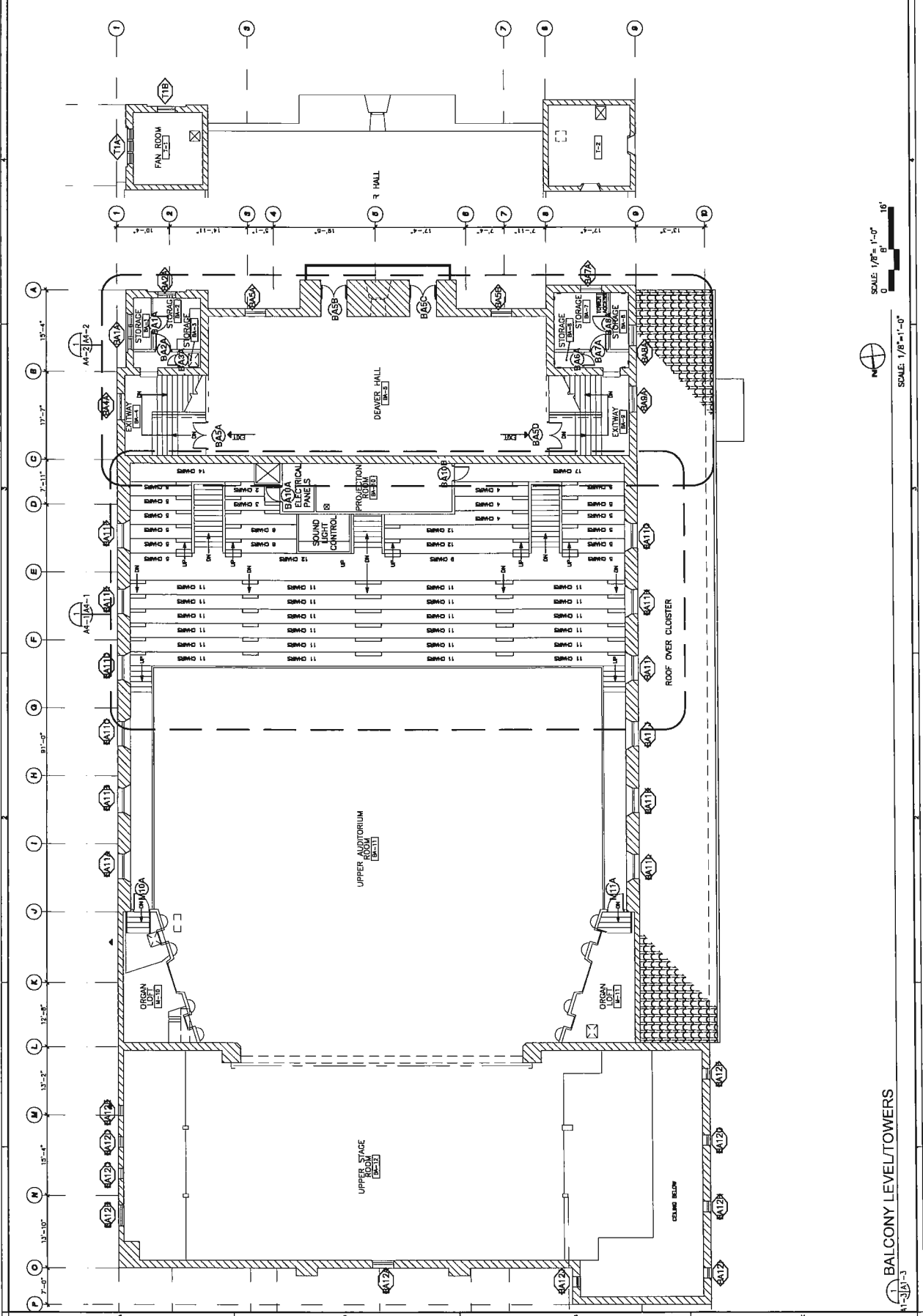
MEZZANINE KEYPANS SHEET TITLE RIVERSIDE MUNICIPAL AUDITORIUM RENOVATION 3485 Mission Inn Avenue, Riverside, CA 92501 CITY OF RIVERSIDE, CALIFORNIA		APPROVED DATE DATE	
DESIGNER ARCHITECT PROJECT NO. DRAWING NO. SHEET NO.		DATE DATE DATE	
11/18/11 100% DESIGN 09/09/11 100% DESIGN 09/03/11 SCHEMATIC DESIGN SUBMITTAL		11/18/11 100% DESIGN 09/09/11 100% DESIGN 09/03/11 SCHEMATIC DESIGN SUBMITTAL	
RA RAYMOND ARCHITECTS 1000 G STREET, SUITE 100 RIVERSIDE, CA 92501 (951) 514-1100 WWW.RA-ARCHITECTS.COM			



SCALE: 1/8" = 1'-0"
 0 8' 16'

MEZZANINE LEVEL
 A1-2

BALCONY KEYPLANS RIVERSIDE MUNICIPAL AUDITORIUM RENOVATION 3485 Mission Inn Avenue, Riverside, CA 92501 CITY OF RIVERSIDE, CALIFORNIA		SHEET TITLE: BALCONY TOWERS	
DRAWN BY: DATE:	CHECKED BY: DATE:	PROJECT NO: DATE:	APPROVED: DATE:
DATE: 11/19/11 100% DESIGN	DATE: 09/29/11 100% DESIGN PLUM CHECK	DATE: 09/29/11 100% DESIGN	DATE: 09/29/11 100% DESIGN
DATE: 09/29/11 100% DESIGN	DATE: 09/29/11 100% DESIGN	DATE: 09/29/11 100% DESIGN	DATE: 09/29/11 100% DESIGN



SCALE: 1/8" = 1'-0"
 0 6 12 18'



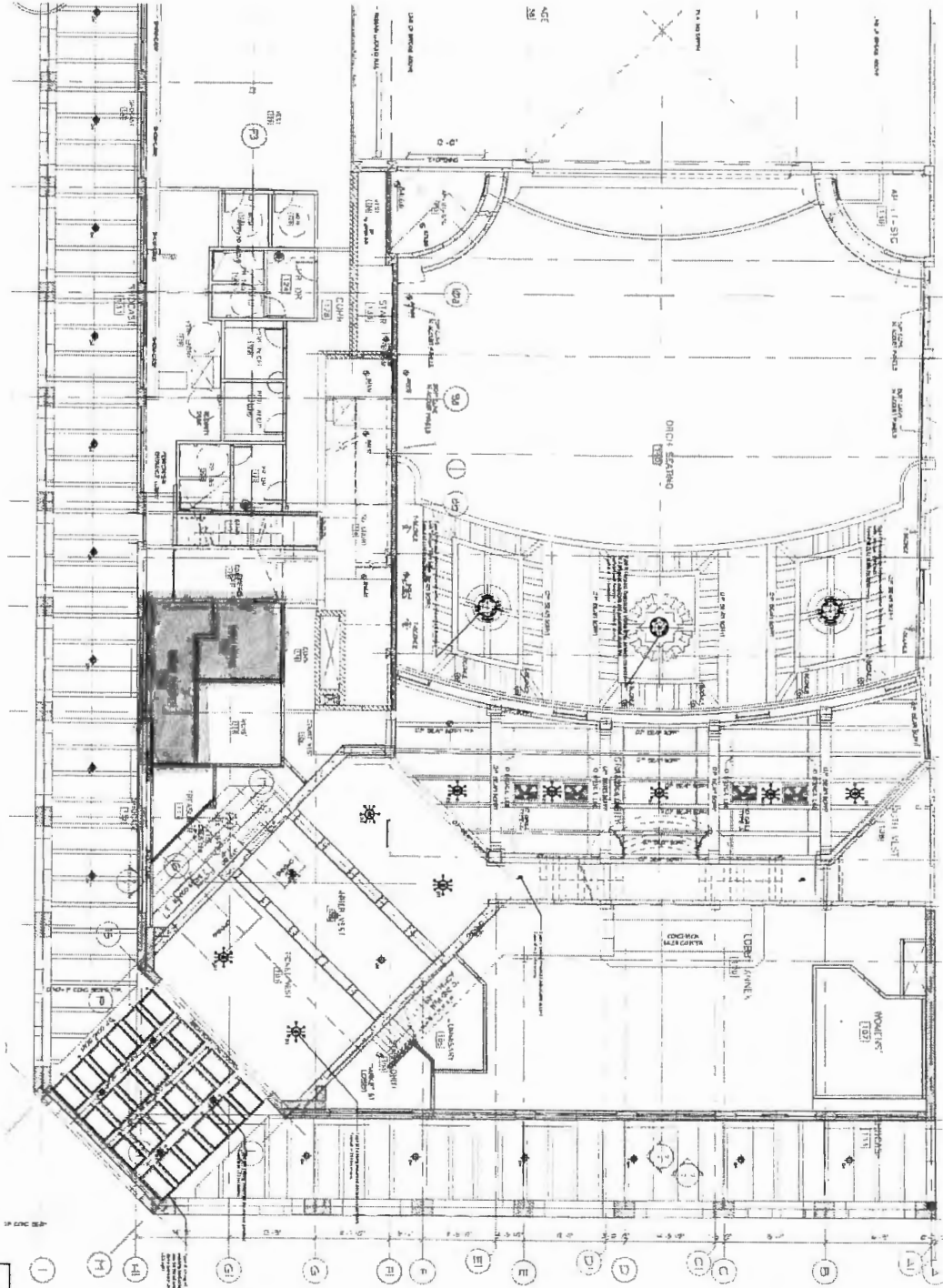
BALCONY LEVEL/TOWERS
 A1-3

EXHIBIT "B"

FOX RIVERSIDE THEATER FOUNDATION OFFICE

LIGHTING LAYOUT - MAIN RCP

SCALE: 1/8" = 1'-0"



A B C D E F G H
1 2 3 4 5 6 7 8 9 10 11 12 13 14

LEGEND

- (1) - 1' x 1' recessed ceiling light fixture
- (2) - 2' x 2' recessed ceiling light fixture
- (3) - 3' x 3' recessed ceiling light fixture
- (4) - 4' x 4' recessed ceiling light fixture
- (5) - 5' x 5' recessed ceiling light fixture
- (6) - 6' x 6' recessed ceiling light fixture
- (7) - 7' x 7' recessed ceiling light fixture
- (8) - 8' x 8' recessed ceiling light fixture
- (9) - 9' x 9' recessed ceiling light fixture
- (10) - 10' x 10' recessed ceiling light fixture
- (11) - 12' x 12' recessed ceiling light fixture
- (12) - 14' x 14' recessed ceiling light fixture
- (13) - 16' x 16' recessed ceiling light fixture
- (14) - 18' x 18' recessed ceiling light fixture
- ★ - 2' x 2' recessed ceiling light fixture (starburst symbol)
- - 2' x 2' recessed ceiling light fixture (circle symbol)

Notes:
1. All lighting fixtures shall be recessed into the ceiling.
2. All lighting fixtures shall be dimmable.
3. All lighting fixtures shall be compatible with the existing electrical system.
4. All lighting fixtures shall be compatible with the existing ceiling grid.
5. All lighting fixtures shall be compatible with the existing ceiling height.
6. All lighting fixtures shall be compatible with the existing ceiling finish.
7. All lighting fixtures shall be compatible with the existing ceiling structure.
8. All lighting fixtures shall be compatible with the existing ceiling materials.
9. All lighting fixtures shall be compatible with the existing ceiling conditions.
10. All lighting fixtures shall be compatible with the existing ceiling environment.
11. All lighting fixtures shall be compatible with the existing ceiling climate.
12. All lighting fixtures shall be compatible with the existing ceiling humidity.
13. All lighting fixtures shall be compatible with the existing ceiling air quality.
14. All lighting fixtures shall be compatible with the existing ceiling noise level.
15. All lighting fixtures shall be compatible with the existing ceiling vibration level.
16. All lighting fixtures shall be compatible with the existing ceiling seismic activity.
17. All lighting fixtures shall be compatible with the existing ceiling fire rating.
18. All lighting fixtures shall be compatible with the existing ceiling smoke rating.
19. All lighting fixtures shall be compatible with the existing ceiling sound rating.
20. All lighting fixtures shall be compatible with the existing ceiling energy efficiency rating.

EXHIBIT "C"

PARKING

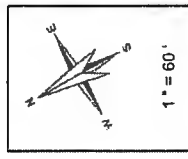
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

BLOCK 6 RANGE 7 & 8 POR. SEC. 23, T.2S., R.5W.
 POR. CITY OF RIVERSIDE

TRA 009-033

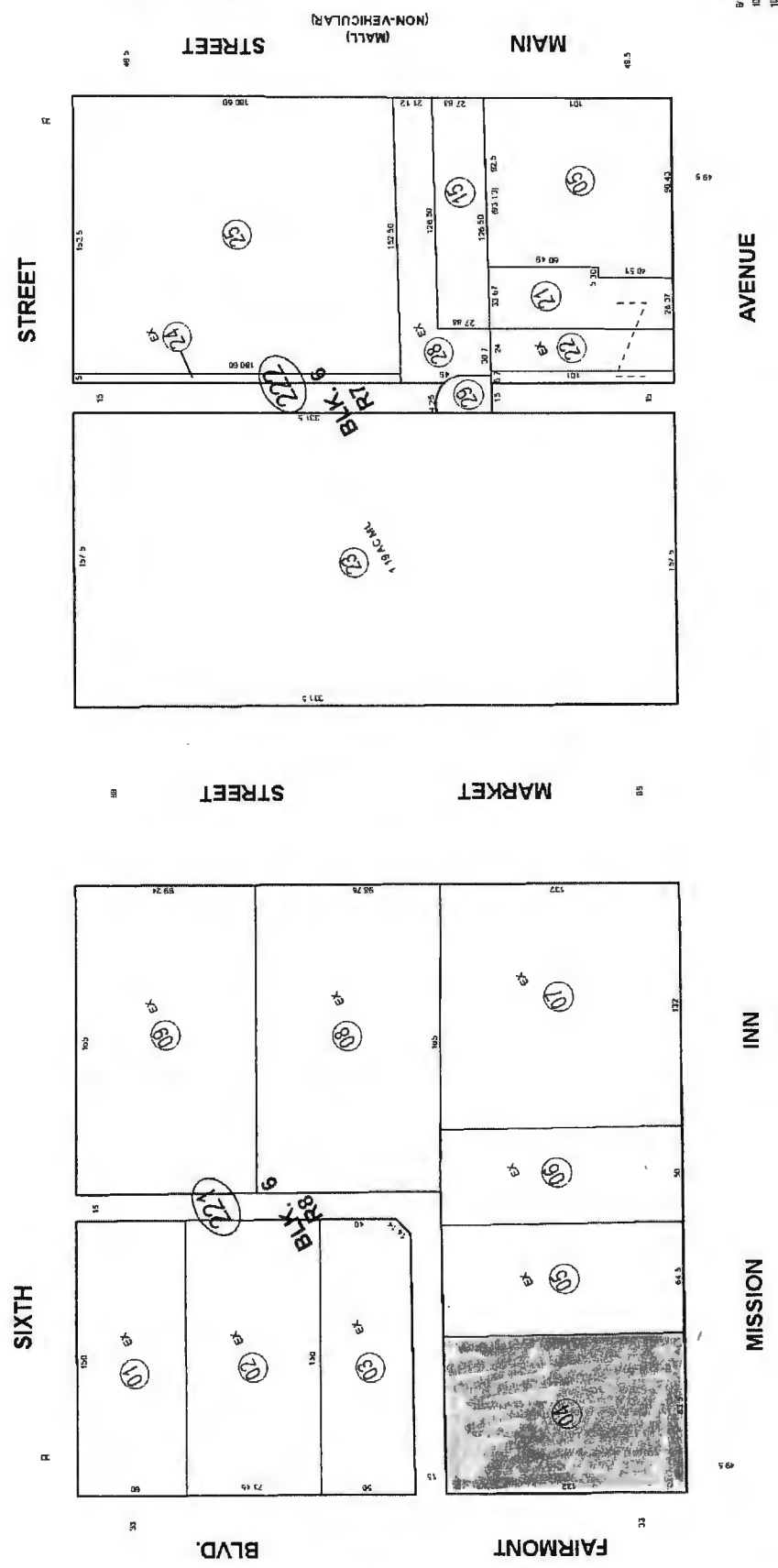
213-22

1-5



Legend

- Lot Lines
- Right-of-Way
- - - - - Old Lot Lines
- - - - - Right-of-Way
- Other Easements
- Lumber Area
- Subdivision T.C. Mark



Date	Old Number	New Number
01/18/03	4	A3.5T
10/22/04	22.6	10.12
10/22/04	22.9	11.12.14
10/22/04	10.11	22.15
10/22/04	10.11	22.16
2/25/04	ADD ASMT	22.17
2/25/04	ADD ASMT	18
2/25/04	22.18	18.20
9/18/07	22.20	21.22
9/18/07	22.13	21
9/18/07	22.7	24.25
9/18/07	ADD ASMT	22.25
9/18/07	22.19	21.23
9/18/07	22.32.7	28

99-28	99-29	99-30	99-31
99-28	99-29	99-30	99-31
99-28	99-29	99-30	99-31

Map Reference
 MB 7/17 SB TOWN OF RIVERSIDE
 Oct 2017



ASSESSOR'S MAP BK213 PG 22
 Riverside County, Calif

Jasurto