

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR
SPECIAL EVENT SERVICES AND REVOCABLE LICENSE FOR THE USE OF
REAL PROPERTY**

This First Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the Use of Real Property ("First Amendment") between the City of Redondo Beach, a Municipal Corporation ("City") and Sanford Ventures Inc, a California corporation ("Producer")

RECITALS

- A. City believes it is in the best interest of the community to foster public-private partnerships to provide for entertainment events at the Waterfront and the Seaside Lagoon.
- B. Producer desires to plan, coordinate, install, manage and supervise music-centered multi-day special events ("Festival") in accordance with the terms and conditions of this Agreement.
- C. Producer also intends to partner with Beachlife LLC and other legal entities for the purpose of financing, creating and managing the Festival. These partnerships shall not supersede the duties and responsibilities of Producer as per this agreement.
- D. City and Producer desire to cooperate in the creation and promotion of a live series of "signature lifestyle music festivals".
- E. City desires to grant to Producer a revocable license for the nonexclusive use of the specified real property for the Festivals.
- F. On December 19, 2017, the parties entered into an agreement entitled, "Agreement for the Special Event Services and Revocable License for the Use of Real Property" (herein after referred to as the "Initial Agreement").
- G. On September 4, 2018, the parties entered into an agreement entitled "Amended and Restated Agreement for Special Event Services and Revocable License for the Use of Real Property" (herein after referred to as the "Amended Agreement"). The Amended Agreement terminated the Initial Agreement and the Amended Agreement became the controlling agreement between the Parties. The Parties now desire to amend the Amended Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein and the mutual covenants and agreements herein contained, the parties hereto agree to the following amendments:

Section 1. Effective Term of this First Amendment: The Effective Term of this First Amendment shall commence on September 7, 2021 and terminate on February 2, 2022 (“Effective Term”). Thereafter, this First Amendment shall be null and void. Producer’s obligation to pay the City under section 4(g)(v) shall survive the termination of this First Amendment.

Section 2. Section 3(h) is replaced in its entirety as follows:

(h) Days and Hours of Festival Operation. The specific days and hours of operation for each Festival shall be coordinated with the City Manager and/or his designee (Community Services Director). Notwithstanding the foregoing, the Festival shall be in operation for up to three consecutive days per Festival, opening no earlier to the public than 11:00 a.m., and ceasing all amplified sound no later than 10:30 p.m.. Building and production loading for the Festival will require ten (10) days prior to Festival operations; production load-out will require up to five (5) days after Festival operations, subject to City approval, coordination and scheduling. Producer shall use best efforts to minimize impact on the businesses within the site plan during both load-in and load-out times. Producer shall have first priority as to use of the Premises and shall notify the City of dates selected for the Festival at least nine (9) months prior to the date of the Festival. If Festival does not confirm date with City 9 months prior to the desired date, Festival will be subject to a mutually agreeable date and may be required to work around City schedule. The City shall not schedule any festivals (rental events for public sale comprised of multiple consecutive days) with live music forty-five (45) days prior to the commencement and end of Festival unless mutually agreed upon in writing by both parties.

Section 3. Section 4(g)(v) is replaced in its entirety as follows:

(v) The City shall provide Police and Fire Department support and additional municipal services as needed to the Festival based upon mutually agreeable parking, security, access, Festival buildings and structures and emergency response plans. The Producer shall reimburse the City for any municipal services provided up to a maximum of sixty-five thousand (\$65,000) dollars per festival. The City shall provide an invoice and detailed report of dedicated municipal services provided for the Festival, and Producer shall remit the municipal services reimbursement amount to the City no later than sixty days (60) after receiving City invoice & report. Any municipal services provided by City in excess of sixty-five thousand (\$65,000) dollars per festival will not be entitled to reimbursement from Producer. City and Producer shall negotiate in good faith, and in advance of each festival, to determine the necessary level of municipal services required for future Festivals and the commensurate reimbursement to City for said municipal support.

Section 4. Effect of Amendment.

Except to the extent the Amended Agreement is amended and modified by this First Amendment for the Effective Term, the remaining terms and conditions of the Amended Agreement shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of this First Amendment and the terms

and conditions of the Amended Agreement, the terms and conditions of this First Amendment shall prevail and control during the Effective Term with the exception of Producer's obligation to pay City pursuant to section 4(g)(v), which survives. Thereafter, the terms and conditions of the Amended Agreement shall remain unmodified and in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California as of this day, September 7, 2021.

CITY OF REDONDO BEACH

SANFORD VENTURES, LLC

William C. Brand
Mayor

Allen Sanford
Manager

Approved as to Form:

Michael W. Webb,
City Attorney

ATTEST:

Eleanor Manzano,
City Clerk