

## ATTACHMENT 3

### Section 6.1

#### JPA Proposal for Additional Language (8-23)

Subject to compliance with all Applicable Laws, including CEQA and any review required by such Applicable Laws, Tenant shall have the right to use the Premises for any and all uses permitted in the current General Plan adopted January 22, 2002, by City Resolution No. 02-08, or the amendment to the General Plan text passed on February 16, 2010 by City Resolution No. 10-12 and approved as Measure C on June 8, 2010 (the "Ballot Measure") (collectively, the "Approved Uses"). Subject to compliance with all Applicable Laws, including CEQA and any review required by such Applicable Laws, Tenant shall have the right to re-size, relocate and change the existing operations within the Property (except that the equestrian center and Centennial Farm shall in no event be down-sized without Landlord's approval, which shall not be unreasonably withheld) so long as: (a) the Required Operations (defined below) are continued; (b) the use and operation is consistent with the General Plan and the Ballot Measure; and (c) Tenant provides Landlord with prior written notice of any change in the proposed use of the Property. Any use which is not consistent with the General Plan or the Ballot Measure and/or which is not otherwise expressly permitted in this Lease shall not be permitted unless approved by Landlord, which approval shall not be unreasonably withheld, and any required permits have been obtained, including any General Plan amendment necessary to permit such use has been processed and approved by the City Council of the City and has been approved by the voters of the City as required by the Ballot Measure. Landlord and Tenant expressly acknowledge that the provisions of the Ballot Measure apply to the Premises notwithstanding any other Applicable Law to the contrary. Regardless of any change in the General Plan or the zoning of all or any part of the Property, Tenant shall not (i) permit the operation of any sexually-oriented business as defined by Costa Mesa Municipal Code (CMMC) section 9-448(a) on the Premises at any time, nor shall it permit or allow the scheduling of events or conventions on the Premises which are conducted exclusively for the patronage of adults and as to which minors are excluded, either by law and/or by the sponsors or holders of the event or convention, and which is characterized by an emphasis on "specified sexual activities" and/or "specified anatomical areas," as those terms are defined in CMMC ~~section 9-448,~~ Sections 9-448 and 13-130, or which would qualify as a "sexually-oriented business" as defined in CMMC ~~§~~ Sections 9-448(a) and 13-130 if it were operated on an on-going basis, or (ii) license, permit, authorize or allow any event commonly known as a "rave" or a "rave party" or a substantially similar event to be scheduled or to occur on the Premises. For purposes of the foregoing, a "rave" or "rave party" is typically, but shall not be limited to, an event that is generally characterized as an all night part or party that lasts past midnight, permits admission of persons under the age

of 21 and plays non-stop or substantially non-stop music at loud decibels for extended periods of time, or any other similar event, whether commonly so-named or hereinafter commonly referred to as such.

## Tenant Proposal

1.1 Permitted Uses. Subject to compliance with all Applicable Laws, including CEQA and any review required by such Applicable Laws, Tenant shall have the right to use the Premises for any and all uses permitted in the current General Plan adopted January 22, 2002, by City Resolution No. 02-08, or the amendment to the General Plan text passed on February 16, 2010 by City Resolution No. 10-12 and approved as Measure C on June 8, 2010 (the "Ballot Measure") (collectively, the "Approved Uses"). Subject to compliance with all Applicable Laws, including CEQA and any review required by such Applicable Laws, Tenant shall have the right to re-size, relocate and change the existing operations within the Property (except that the equestrian center and Centennial Farm shall in no event be down-sized without Landlord's approval, which shall not be unreasonably withheld) so long as: (a) the Required Operations (defined below) are continued; (b) the use and operation is consistent with the General Plan and the Ballot Measure; and (c) Tenant provides Landlord with prior written notice of any change in the proposed use of the Property. Any use which is not consistent with the General Plan or the Ballot Measure and/or which is not otherwise expressly permitted in this Lease shall not be permitted unless approved by Landlord, which approval shall not be unreasonably withheld, and any required permits have been obtained, including any General Plan amendment necessary to permit such use has been processed and approved by the City Council of the City and has been approved by the voters of the City as required by the Ballot Measure. Landlord and Tenant expressly acknowledge that the provisions of the Ballot Measure apply to the Premises notwithstanding any other Applicable Law to the contrary. Regardless of any change in the General Plan or the zoning of all or any part of the Property, Tenant shall not ~~(i)~~ permit the operation of any sexually-oriented business as defined by Costa Mesa Municipal Code (CMMC) section 9-448(a) on the Premises at any time, nor shall it permit or allow the scheduling of events or conventions on the Premises which are conducted exclusively for the patronage of adults and as to which minors are excluded, either by law and/or by the sponsors or holders of the event or convention, and which is characterized by an emphasis on "specified sexual activities" and/or "specified anatomical areas," as those terms are defined in CMMC Sections 9-448 and 13-130, or which would qualify as a "sexually-oriented business" as defined in CMMC Sections 9-448(a) and 13-130 if it were operated on an on-going basis, ~~or (ii) license, permit, authorize or allow any event commonly known as a "rave" or a "rave party" or a substantially similar event to be scheduled or to occur on the Premises. For purposes of the foregoing, a "rave" or "rave party" is typically, but shall not be limited to, an event that is generally characterized as an all night part or party that lasts past midnight,~~

~~permits admission of persons under the age of 21 and plays non-stop or substantially non-stop music at loud decibels for extended periods of time, or any other similar event, whether commonly so named or hereinafter commonly referred to as such.~~

## Section 6.2

### JPA Proposal (as revised 8-23)

6.2 Operating Covenant. During the Term of this Lease, Tenant shall continue the operations on the Property described in Exhibit "H" (collectively, the "Required Operations") at its sole cost and expense and at least at their current levels of operation as required in Exhibit "H", unless otherwise mutually agreed to by Landlord and Tenant and subject to compliance with all Applicable Laws. Landlord shall have the right to review all Required Operations at such intervals as it deems appropriate for the sole purpose of ensuring that they are being funded and operated by Tenant as required by this Lease, and shall have the right to give direction to Tenant to correct any deficiencies in such Required Operations as required by the Lease with reasonable notice to allow correction by Tenant of any such deficiencies. As to the Community Uses identified in Exhibit "H", Attachment 2, the parties agree that these uses include both contracted and non-contracted uses, and that the schools, community groups and non-profit organizations which are currently engaged in Community Uses on the Premises will likely change over time, but it is expressly intended by the parties that Community Uses continue on the Premises at substantially the same level, or greater, as they currently occur, subject to reasonable scheduling and insurance requirements. Tenant and Landlord shall jointly develop a non-profit events policy to ensure that all eligible Community, Educational and Non-Profit groups are provided fair access to use of the Premises consistent with Tenant's operations. In addition, during the annual review of the Tenant's Business Plans, the parties agree to review the number and types of Community Uses on the Premises to ensure ~~fair access for these Community Uses in a way which does not materially, detrimentally affect Tenant's operation of the Premises.~~ compliance with this provision. The parties further specifically agree that the current community uses also include groups which are treated as tenants on the Premises, and who use office space and facilities for their non-profit organizational functions, including the All American Boys Chorus and Cooperative Extension (a Governmental Agency which is part of the UC system), by way of example. Tenant shall make commercially reasonable efforts to continue to accommodate these and similar tenants on the Premises who contribute to the success of the Annual Fair, Centennial Farm, and the agricultural and cultural programs held on the Premises.

Notwithstanding any of Tenant's rights set forth in this Lease regarding sponsorship rights, naming rights, trademarks or other provisions, and notwithstanding anything to the contrary in the License, Tenant shall not change, alter, modify, add to, or delete from, the name by which the Property is commonly known, "The Orange County Fair and Events Center" (sometimes referred to as the "OC Fair and Events Center"), either officially or unofficially, regardless of the purpose of any such proposed change, alteration, modification, addition or deletion, without the express consent of the JPA and the City.

### **JPA Alternative Proposal re: Naming Rights (8-23)**

Both Tenant and Landlord recognize that prospective sponsorship/naming rights to the Property may be economically advantageous and beneficial in identifying the venue throughout Southern California. Both parties likewise acknowledge the Property's established identity and heritage in Costa Mesa. Accordingly, the Property shall remain the "Orange County Fair and Events Center" until such time as Tenant or Landlord formally proposes any modification of same. Any such modification to the naming of the Property shall require approval of both Tenant and Landlord, which approval not be unreasonably withheld. Landlord's consideration of any change in the name of the Property must be conducted as a matter of public business at a regularly scheduled meeting of the JPA.

### **Tenant Proposal**

Operating Covenant. During the Term of this Lease, Tenant shall continue the operations on the Property described in Exhibit "H" (collectively, the "Required Operations") at its sole cost and expense and at least at their current levels of operation as required in Exhibit "H", unless otherwise mutually agreed to by Landlord and Tenant and subject to compliance with all Applicable Laws. Landlord shall have the right to review all Required Operations at such intervals as it deems appropriate for the sole purpose of ensuring that they are being funded and operated by Tenant as required by this Lease, and shall have the right to give direction to Tenant to correct any deficiencies in such Required Operations as required by the Lease with reasonable notice to allow correction by Tenant of any such deficiencies. As to the community uses identified in Exhibit "H", Attachment 2 (the "Community Uses"), the parties agree that these uses include both contracted and non-contracted uses, and that the schools, community groups and non-profit organizations which are currently engaged in Community Uses on the Premises will likely change over time, but it is expressly intended by the parties that Community Uses continue on the Premises at substantially the same level ~~or greater~~ as they currently occur, subject to reasonable scheduling and insurance requirements. Landlord acknowledges and agrees that some of the Community Uses pay for the right to conduct such uses on the Premises, and that Tenant will hereafter determine the amount such Community Uses will be charged. ~~Tenant and Landlord shall jointly develop a non-profit events~~

policy to ensure that all eligible Community, Educational and Non-Profit groups are provided fair opportunities for access to use of the Premises so that Community Uses will continue at the same level currently provided for and consistent with Tenant's operations. In addition, during the annual review of the Tenant's Business Plans, the parties agree to review the number and types of Community Uses on the Premises to ensure compliance with this provision. ~~fair access for these Community Uses in a way which does not materially, detrimentally affect Tenant's operation of the Premises.~~ The parties further specifically agree that some of the current Community Uses ~~also include~~ are operated by groups which are treated as tenants on the Premises, and who use office space and facilities for their non-profit organizational functions, including the All American Boys Chorus and Cooperative Extension (a Governmental Agency which is part of the UC system), by way of example. Tenant shall make commercially reasonable efforts to continue to accommodate these and similar tenants on the Premises who contribute to the success of the Annual Fair, Centennial Farm, and the agricultural and cultural programs held on the Premises so that the Community Uses will continue at their current levels.

~~Notwithstanding any of Tenant's rights set forth in this Lease regarding sponsorship rights, naming rights, trademarks or other provisions, and notwithstanding anything to the contrary in the License, Tenant shall not change, alter, modify, add to, or delete from, the name by which the Property is commonly known, "The Orange County Fair and Events Center" (sometimes referred to as the "OC Fair and Events Center"), either officially or unofficially, regardless of the purpose of any such proposed change, alteration, modification, addition or deletion, without the express consent of the JPA and the City.~~

Tenant agrees that the name of the fair to be held upon the Property shall always contain a reference in some form to the "Orange County Fair" until such time as Tenant or Landlord formally proposes any modification of such requirement. Any such modification to the name of the fair which would not include a reference in some form to the "Orange County Fair" shall require approval of both Tenant and Landlord, which approval not be unreasonably withheld. Landlord's consideration of any such change in the name of the fair must be conducted as a matter of public business at a regularly scheduled meeting of the JPA.

## **Section 15.4**

### **JPA Proposal**

Subletting; Licensing. Notwithstanding the provisions of Section 15.1 hereof, Tenant shall not be required to obtain Landlord's prior consent with respect to subleases or licenses of individual space in Improvements or areas within the Property, so long as each such sublease or license (a) is subject and subordinate to this Lease, (b) by its terms does not extend or purport

to extend beyond the Term of this Lease, (c) does not bind or purport to be binding on Landlord, (d) such sublease or license is entered into for a legitimate purpose and not for the purpose of otherwise consummating an Assignment without Landlord's consent and (e) for so long as any obligations under the State Note are outstanding, is permitted under the State Loan Documents or has been entered into with the State's consent. Tenant further agrees for the benefit of Landlord that each sublease and license (i) shall state that it is subject to the terms and provisions of this Lease, (ii) shall require that the subtenant and licensee thereunder attorn to and accept Landlord as the lessor thereunder in the event this Lease is terminated and Landlord requests such attornment, and (iii) shall provide that in the event Landlord delivers a notice to subtenant and licensee stating that Tenant is in default under this Lease, then from and after receipt of such notice subtenant and licensee shall pay the rental payments payable by subtenant and licensee under its sublease or license directly to Landlord until such time as subtenant and licensee is notified by Landlord that Tenant has cured such default. Tenant shall encourage all major sublessees or licensees to offer non-profit and community groups reasonable opportunities to engage in fundraising activities in conjunction with their use of the subleased or licensed space or areas. Notwithstanding the fact that Tenant shall not be required to obtain Landlord's prior consent to subleases and licenses of the Property, Landlord understands that Tenant may request that Landlord approve and/or consent to certain subleases and licenses, which approval and/or consent may be for the benefit of Tenant or the subtenant and licensee. In such instances, Landlord agrees that its approval and/or consent to such subleases and licenses shall not be unreasonably withheld or delayed. In the event of a sublease or license under this Lease, Tenant shall not be relieved of any of its obligations under this Lease.

For purposes of this Lease, the Leases assigned to Tenant pursuant to the Assignment of Leases shall be deemed subleases for all purposes of this Lease, and Landlord hereby acknowledges that it has approved all such Leases (as subleases) which Landlord so assigned to Tenant pursuant to such Assignment of Leases.

### **Tenant Proposal**

Subletting; Licensing. Notwithstanding the provisions of Section 15.1 hereof, Tenant shall not be required to obtain Landlord's prior consent with respect to subleases or licenses of individual space in Improvements or areas within the Property, so long as each such sublease or license (a) is subject and subordinate to this Lease, (b) by its terms does not extend or purport to extend beyond the Term of this Lease, (c) does not bind or purport to be binding on Landlord, (d) such sublease or license is entered into for a legitimate purpose and not for the purpose of otherwise consummating an Assignment without Landlord's consent and (e) for so

long as any obligations under the State Note are outstanding, is permitted under the State Loan Documents or has been entered into with the State's consent. Tenant further agrees for the benefit of Landlord that each sublease and license (i) shall state that it is subject to the terms and provisions of this Lease, (ii) shall require that the subtenant and licensee thereunder attorn to and accept Landlord as the lessor thereunder in the event this Lease is terminated and Landlord requests such attornment, and (iii) shall provide that in the event Landlord delivers a notice to subtenant and licensee stating that Tenant is in default under this Lease, then from and after receipt of such notice subtenant and licensee shall pay the rental payments payable by subtenant and licensee under its sublease or license directly to Landlord until such time as subtenant and licensee is notified by Landlord that Tenant has cured such default. Tenant shall encourage all major sublessees or licensees to ~~offer~~ consider offering non-profit and community groups reasonable opportunities to engage in fundraising activities in conjunction with their use of the subleased or licensed space or areas. Notwithstanding the fact that Tenant shall not be required to obtain Landlord's prior consent to subleases and licenses of the Property, Landlord understands that Tenant may request that Landlord approve and/or consent to certain subleases and licenses, which approval and/or consent may be for the benefit of Tenant or the subtenant and licensee. In such instances, Landlord agrees that its approval and/or consent to such subleases and licenses shall not be unreasonably withheld or delayed. In the event of a sublease or license under this Lease, Tenant shall not be relieved of any of its obligations under this Lease.

For purposes of this Lease, the Leases assigned to Tenant pursuant to the Assignment of Leases shall be deemed subleases for all purposes of this Lease, and Landlord hereby acknowledges that it has approved all such Leases (as subleases) which Landlord so assigned to Tenant pursuant to such Assignment of Leases.

## **Section 15.7**

### **JPA Proposal**

Operating Contracts. Landlord acknowledges and agrees that Tenant shall not be required to obtain Landlord's consent of any operating contracts and other agreements relating to the operations of the Property (collectively, "Operating Contracts"); unless said Operating Contracts will extend beyond the Term of this Lease or will be binding upon Landlord in the event of the early termination of this Lease. In such event, the Operating Contract shall be subject to Landlord's approval, which approval shall not be unreasonably withheld. In addition, Landlord shall have the right to approve any capital improvement contracts in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) if any public funds will be utilized in connection with such work (excluding the ADA Work contracts, which shall not be subject to Landlord's

approval). Tenant shall encourage all contracting parties involved in Operating Contracts to offer non-profit and community groups reasonable opportunities to engage in fundraising activities in conjunction with their operations on the Premises.

### **Tenant Proposal**

Operating Contracts. Landlord acknowledges and agrees that Tenant shall not be required to obtain Landlord's consent of any operating contracts and other agreements relating to the operations of the Property (collectively, "Operating Contracts"); unless said Operating Contracts will extend beyond the Term of this Lease or will be binding upon Landlord in the event of the early termination of this Lease. In such event, the Operating Contract shall be subject to Landlord's approval, which approval shall not be unreasonably withheld. In addition, Landlord shall have the right to approve any capital improvement contracts in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) if any public funds will be utilized in connection with such work (excluding the ADA Work contracts, which shall not be subject to Landlord's approval). Tenant shall encourage all contracting parties involved in major Operating Contracts to ~~offer~~ consider offering non-profit and community groups reasonable opportunities to engage in fundraising activities in conjunction with their operations on the Premises.

### **Section 15.10**

#### **JPA Proposal (8-23 all new language)**

1. Exclusivity of the Fair at the Property. Notwithstanding anything to the contrary in this Lease or the License, Tenant acknowledges that a material consideration for Landlord's execution and delivery of this Lease is the agreement by Tenant to exclusively operate a so-called "fair" (i.e., consistent with the Annual Fair) at the Property. Accordingly, Tenant hereby covenants and agrees that neither Tenant nor any Affiliate of Tenant shall, directly or indirectly, at anytime after the Commencement Date hereof and continuing for five (5) years after the expiration or earlier termination of this Lease, run or operate a so-called "fair" nor grant to any other Person the right to run or operate the same, including, without limitation, by way of assignment, license, management agreement or otherwise, to a run a so-called "fair" on any other property or at any other location in the County of Orange, California except for the Annual Fair at the Property. Tenant acknowledges and agrees that the time span, scope an area covered by the covenants set forth in this Section 15.10 are reasonable and that it is the specific intent of Tenant that such covenants shall be valid and enforceable as specifically set forth in this Section 15.10. Tenant further agrees that such covenants are special, unique, extraordinary and reasonably necessary for the protection of Landlord and that the violation of any such covenants by Tenant (or its Affiliates) would cause irreparable damage to Landlord for which a legal remedy alone would not be sufficient to fully protect Landlord. Therefore, in

addition to and without limiting any other remedies available at law or under this Lease to Landlord by reason of an Event of Default by Tenant under this Lease, in the event that Tenant (or its Affiliates) breaches any of the covenants set forth in this Section 15.10 or shall threaten breach of any of such covenants, then Landlord shall be entitled to obtain equitable remedies, including specific performance and injunctive relief, to prevent or otherwise restrain a breach of this Section 15.10 (without the necessity of posting a bond or other security) and to recover any and all costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) reasonably incurred in enforcing the provisions of this Section 15.10. The existence of any claim or cause of action of Tenant (or its Affiliate) against Landlord, whether predicated on this Lease or otherwise, shall not constitute a defense to the enforcement by Landlord of the covenants set forth in this Section 15.10 and Tenant (and its Affiliates)) shall not defend on the basis that there is an adequate remedy at law. Without limiting any other provision of this Lease, Landlord and Tenant further acknowledge and agree that the covenants set forth in this Section 15.10 are severable and separate. If at any time any of such covenants shall be deemed invalid or unenforceable by a court having jurisdiction over this Lease, by reason of being vague or unreasonable as to duration, or geographic scope or scope of activities restricted, or for any other reason, such covenants shall be considered divisible as to such portion and such covenants shall be immediately amended and reformed to include only such covenants as are deemed reasonable and enforceable by the court having jurisdiction over this Lease to the full duration, geographic scope and scope of restrictive activities deemed reasonable and thus enforceable by said court; and Landlord and Tenant agree that such covenants as so amended and reformed, shall be valid and binding as through the invalid or unenforceable portion had not been included therein. The provisions of this Section 15.10 shall survive the expiration or earlier termination of this Lease.

### **Tenant Proposal**

Strike Section 15.10 in its entirety.

### **Section 28.3**

#### **JPA Proposal**

(a) Per Year Use Events. Tenant hereby grants to Landlord the right to use (or the right of the City to use) a reasonable portion of the Premises for up to five (5) event days per year (plus set-up time as is reasonably required) at no rental charge, provided that all out-of-pocket costs, including any amounts due under the Food and Beverage Concessions Contract for such use, shall be the sole responsibility of Landlord. The uses described in the preceding sentence may be booked by Landlord up to twelve (12) months in advance. The parties recognize that the use described in this Section 28.3(a)

are uses for events of the Landlord, the City or public events, and not events, such as concerts, shows or conventions, which would otherwise be in competition with Tenant's operations.

(b) Additional Use Rights. Tenant further grants to Landlord the right to use (or the right of the City to use) a reasonable portion of the Premises from time to time on the same terms noted in Section 28.3(a) above, on available days not otherwise booked, which periods may be booked by Landlord no more than thirty (30) days in advance. The parties recognize that the use described in this Section 28.3(b) are uses for events of the Landlord, the City or public events, and not events, such as concerts, shows or conventions, which would otherwise be in competition with Tenant's operations.

### **JPA Alternative Proposal (new paragraph 28.4, 8-23)**

**2. Civic and Community Events.** Landlord and Tenant commit to jointly participate in and co-sponsor a number of civic or community events throughout each year during the Term of this Lease for the Costa Mesa community. The parties agree that Tenant shall make available a reasonable portion of the Premises including required parking at no rental charge while the Landlord commits to be solely responsible for all out of pocket costs, including any amounts due under the Food and Beverage Concessions Contract. Landlord and Tenant shall no less than annually meet to determine the number of events, scheduling and any mutual obligations beyond the scope of this Section 28.4. The parties recognize that the use described in this Section 28.4 are uses for events for the City or public events and not events such as concerts, shows or conventions which would otherwise be in competition with Tenant's operations.

### **Tenant Proposal**

~~(a) Per Year Use Events. Tenant hereby grants to Landlord the right to use (or the right of the City to use) a reasonable portion of the Premises for up to five (5) event days per year (plus set up time as is reasonably required) at no rental charge, provided that all out of pocket costs, including any amounts due under the Food and Beverage Concessions Contract for such use, shall be the sole responsibility of Landlord. The uses described in the preceding sentence may be booked by Landlord up to twelve (12) months in advance. The parties recognize that the use described in this Section 28.3(a) are uses for events of the Landlord, the City or public events, and not events, such as concerts, shows or conventions, which would otherwise be in competition with Tenant's operations.~~

~~(b) Additional Use Rights. Tenant further grants to Landlord the right to use (or the right of~~

~~the City to use) a reasonable portion of the Premises from time to time on the same terms noted in Section 28.3(a) above, on available days not otherwise booked, which periods may be booked by Landlord no more than thirty (30) days in advance. The parties recognize that the use described in this Section 28.3(b) are uses for events of the Landlord, the City or public events, and not events, such as concerts, shows or conventions, which would otherwise be in competition with Tenant's operations.~~

### **Tenant Position re: Alternative**

Delete Section 28.4 in its entirety.

### **Exhibit H**

#### **JPA Proposal**

- **Equestrian Center:** The existing approximately 7.5 acre equestrian center shall be maintained on the Property (any material change in size or use shall be approved by Landlord, which shall not be unreasonably withheld). Subject to the terms of the existing lease with Equestrian Services II ("Equestrian Center Lease"), but regardless of when or whether the Equestrian Center Lease expires, and notwithstanding anything in the Equestrian Center Lease, Tenant shall not increase the lease or rental rate for the equestrian center beyond its current rates, plus reasonable CPI increases, for a period of eighteen (18) months after the Commencement Date. Tenant shall also maintain community programming specific to the equestrian center at the current levels of operation (subject to changes approved by Landlord in its reasonable discretion), as generally described in Attachment 2 to this Exhibit. During the Term of the Lease, Landlord and Tenant shall discuss the possibility of expanding the existing equestrian center, though Tenant shall have no obligation to agree to any expansion. Landlord acknowledges that Tenant may engage an independent operator to operate the equestrian center.
- **Community Uses:** Tenant shall continue to allow use of the Premises by existing and similar Community, Educational and Non-profit groups (which may change from time to time) as set forth in Attachment 3 to this Exhibit ("Community Uses"), subject to reasonable scheduling and insurance requirements. Tenant and Landlord shall jointly develop a non-profit events policy to ensure that all eligible Community, Educational and Non-Profit groups are provided fair access to use of the Premises consistent with Tenant's operations.

## Tenant Proposal

- **Equestrian Center: Tenant has accepted JPA's proposed language.**
- **Community Uses:** Tenant shall continue to allow use of the Premises by existing and similar Community, Educational and Non-profit groups (which may change from time to time) for the community, educational and non-profit uses as set forth in Attachment 3 to this Exhibit ("Community Uses") at the same levels currently provided for at the Premises, subject to reasonable scheduling and insurance requirements. Tenant ~~and Landlord~~ shall ~~jointly~~ develop a non-profit events policy to ensure that eligible Community, Educational and Non-Profit groups are provided fair opportunity for access to use of the Premises consistent with Tenant's operations so that the Community Uses will continue at their current levels.

## Attachment 2 to Exhibit H (Equestrian Center Activities)

### JPA Proposal (Still in Draft Form and Subject to Revision)

The OC Fair Equestrian Center is located on the northeast corner of the OC Fair & Event Center. The Equestrian Center offers the following amenities:

- Boarding in horse stalls for 188 horses;
- Boarding includes daily cleaning of the stalls and twice daily feeding of the horses;
- Three lighted arenas for riding and training;
- Other facilities such as turn out pens, wash racks, grooming racks, round pen, hot walkers and shoeing racks that support the care and training of horses;
- Beautifully maintained grounds;
- Security and night time checks of the horse;
- Professionally managed by an experienced equine management company.

Currently there are 6 trainers in residence at the Equestrian Center. These trainers offer a variety of lessons and training services for recreational riders, beginning riders all the way to serious riders in training for competitions. The trainers also offer horse care services and facilitate the sale of horses.

The equestrian center has the capacity to host horse shows and does so either sponsored by the resident trainers or by other horseshow promoters.

The equestrian center is host to a variety of community uses facilitated by the trainers and other organizations working at the equestrian Center. The programs are focused on serving at-risk youth, veterans and Native Americans and include:

1. Park Place Foundation: providing no-cost horsemanship and riding classes for at-risk youth;
2. Pegasus: providing experiential therapy techniques using equine assisted psychotherapy and equine assisted therapy;
3. National Association of Certified Professional Equine Therapy: certifying mental health professions to provide equine assisted therapy;
4. Certified Therapy Horse Association: certifying the therapy horse.

### **Attachment 3 to Exhibit H (Community Uses)**

#### **JPA Proposal (Still in Draft Form and Subject to Revision)**

##### Community Programs Sponsored by OCFEC

Centennial Farm School Field Trip Tours  
 Agademics Courses  
 The Ranch After-School Program  
 Youth Expo

##### Community Group Tenants

OC Wine Society  
 UC Cooperative Extension  
 All American Boys Chorus

##### Events/Activities Sponsored by Community Groups: Reduced Rent or In-kind Trade

CA Highway Patrol - Use of Parking Lot for Training  
 Costa Mesa Police Department - Use of Parking Lot for Training  
 Santa Ana Police Department - Use of Parking Lot for Training  
 Tustin Police Department - Use of Parking Lot for Training  
 Costa Mesa Fire Department - Use of Parking Lot for Training  
 NMUSD Bus Drivers Training  
 NMUSD College Night  
 OC Farm Bureau Farmers Market  
 CA Association of Nurseries & Garden Centers Charity Plant Auction  
 Centennial Farm Foundation Gala

OC Wine Society Management Meeting; Annual BBQ, Chili Cook Off; Wine Auction; Champagne Event  
Vanguard University Commencement  
Share Ourselves Adopt A Family  
Costa Mesa Sanitary District Truck Storage  
Registrar of Voters: Distribution Center for Voting Booths  
CM Chamber of Commerce Public Safety Recognition BBQ  
OC Activities Directors Senior Games  
Orange Coast College Commencement  
Communication Officers, CA Department of Food & Agriculture

Events Produced by Non-Profits In Accordance with Non-Profit Rental Policy

Rock Harbor Church: Good Friday & Easter Services  
So Cal District of the Pentecostal Church  
Cruisin' for a Cure  
Kristies Foundation  
OC Cruisin' Association  
Jr. League of Orange County: Christmas Company  
Invisible Children  
Irvine School District  
OC Marathon  
Mariners Elementary School Fundraiser  
Costa Mesa PTA

Community Uses in Response to Emergency

County of Orange Bioterrorism Emergency Response Center  
OCSD Reception and Decontamination Center in response to an event at San Onofre Nuclear Generating Station

**Tenant Proposal**

Attachment 3 is acceptable provided the following language is added at the top of such schedule:

"Set forth below are examples of users of "Community Uses," which users may change from time to time or be replaced with entirely new users. The dates and areas upon which the Community Uses will

be provided access to the Property will be mutually determined by Tenant and the users. Tenant shall determine the subsidized rent, charges or in-kind services to be charged. The amount of time, access and intensity of use which will be provided for Community Uses will be generally consistent with the levels of time, access and intensity of use which were provided for during 2009 and 2010."