

ADDENDUM TO FARNSWORTH HALL LEASE

This Addendum to Farnsworth Hall Lease ("Addendum") is dated as of January 15, 2023, by and between Dreamland Villa Retirement Community ("Landlord"), and T2 Presents LLC ("Tenant"). The "Premises" is the Farnsworth Hall Theatre and Band Shell located at 6159 E. University Dr., Mesa, AZ 85205.

Tenant is obligated under the Farnsworth Hall Lease and this Addendum to "maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises." Specifically, the Addendum is related to the selling, serving, and/or furnishing alcohol on the Premises by the Tenant and *entered upon at the recommendation and demand by the Landlord's insurance carrier.*

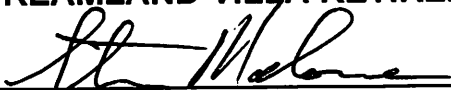
- 1. Conflicts.** The Addendum is hereby made part of the Lease and is deemed incorporated therein. If any conflict or inconsistency between any term or condition of the Farnsworth Hall Lease, the Supplement, and Addendum shall arise, the Addendum shall supersede, govern, and control. Any capitalized term used but not defined herein shall be given the meaning in the Farnsworth Hall Lease.
- 2. Liquor License.** Tenant shall maintain and carry all licenses, permits, approvals and consents which are required for the sale and service of alcoholic beverages on the Premises.
- 3. Indemnity.** Except for Landlord's gross negligence or willful misconduct, Tenant shall indemnify, protect, defend and hold harmless the Premises, Landlord, its directors, employees, and its agents from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Tenant *selling, serving, or furnishing alcohol on the Premises.* If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified.
- 4. Commercial General Liability and Liquor Liability Policy.** So long as the Tenant sells, serves, and/or furnishes alcohol on the Premises, Tenant shall maintain a commercial general policy and a liquor liability policy with limits not less than \$1,000,000 per occurrence in addition to the insurance

required pursuant to the Farnsworth Hall Lease and Supplement. Landlord shall be named as an additional insured on Tenant's liquor liability policy.

5. **Certificate of Insurance ("COI") and Liquor License.** Tenant shall provide Landlord a copy of the Tenant's COI for the Liquor Liability Policy and/or Liquor License upon written demand (i.e., letter or email) within ten (10) business days.
6. **Default.** In the event Tenant shall fail to comply with the obligations set forth in this Addendum, Tenant shall be in default as set forth in the Farnsworth Hall Lease.
7. **Exemption of Landlord from Liability.** Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, Tenant's associates such as employees, contractors, invitees, customers, or any other person in or about the Premises in connection with, the use and/or occupancy of the Premises by Tenant, including, but not limited to, in connection with the *selling, serving, or furnishing alcohol on the Premises*. Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom.
8. **No Representation of Adequate Coverage.** Landlord makes no representation that the limits or forms of coverage of insurance specified in the Farnsworth Hall Lease, Supplement, or Addendum are adequate to cover Tenant's property, business operations or obligations under the Farnsworth Hall Lease, the Supplement, and/or this Addendum.


IN WITNESS WHEREOF, Tenant and Landlord have executed this Addendum as of the date first written above.

DREAMLAND VILLA RETIREMENT COMMUNITY



Steven Malone, President

T2 PRESENTS, LLC



Terence Davies, CEO