

## LICENSE AGREEMENT

This License Agreement (this "Agreement") is made effective as of May 24, 2022 (the "Effective Date"), by and between Bass Pro Outdoor World, L.L.C., a Missouri limited liability company ("Licensor") and Sunset Amphitheater, LLC, a Colorado limited liability company located at 1755 Telstar Drive, Suite 501, Colorado Springs, CO 80920 ("Licensee"). Licensor and Licensee are collectively referred to herein as the "Parties".

In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. License. Subject to the terms, conditions and provisions of this Agreement, Licensor grants to Licensee a license (the "License") to enter upon and use the property of Licensor identified on the site plan attached hereto as Exhibit A (the "Licensed Premises") for the sole purpose of overflow parking for events at the Sunset Amphitheater (the "Permitted Use") on such dates and during such times as may be approved in writing by Licensor in advance (the "Term"). Licensee shall use the Licensed Premises in compliance with all applicable laws, solely for the Permitted Use and in accordance with the terms and conditions hereof. Licensor shall have the right to terminate this Agreement and Licensee's rights hereunder at any time and for any or no reason.

2. License Payment. For use of the Licensed Premises, Licensee shall pay Licensor a fee in the amount of \$5.00 per vehicle (the "Fee"). Payment of the Fee shall be made within 10 days of the conclusion of each event and delivered to Licensor at 2500 East Kearney, Springfield, Missouri 65898, Attention: Accounts Receivable. At Licensor's option, in lieu of the Fee, Licensor and Licensee may enter into a sponsorship agreement respecting the Sunset Amphitheater which, if entered into, shall be documented via an amendment to this Agreement.

3. Nature of License. No legal title, easement or other possessory interest in real estate, including any leasehold interest in the Licensed Premises, or any appurtenances thereto, shall be deemed or construed to have been created or vested in Licensee by anything contained in this Agreement.

4. Repairs/Trash Removal. Licensee shall, at its expense, (a) promptly repair any and all damage to the Licensed Premises arising in connection with the use or occupancy of the Licensed Premises, and (b) after each event remove all trash, debris and vehicles from the Licensed Premises.

5. Rights and Remedies. Licensor may pursue any damages sustained by Licensor as a result of Licensee's default under this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one such right or remedy by Licensor shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are in addition to any other rights Licensor may have by law, statute or otherwise.

6. Assumption of Risk; Indemnification. Licensee shall use the Licensed Premises at its sole risk and shall be liable for, and Licensee hereby waives all claims for or loss or damage to,

any person or property resulting from any accident or occurrence in or upon the Licensed Premises. Licensee shall indemnify, defend and hold Licensor and its affiliates, officers, directors, members, partners, employees, agents and assigns harmless from any and all judgments, losses, debts, claims, causes of action, suits, expenses and damages of any kind or nature whatsoever, whether in law or in equity, or both, resulting from, arising out of or relating to or alleged to result from, arise out or relating to the occupancy or use of the Licensed Premises during the Term. It is specifically acknowledged that all property located on the Licensed Premises is at Licensee's sole risk and Licensor shall have no responsibility with respect thereto.

7. Insurance. Licensee shall maintain, at its sole cost and expense, at all times during the term of this Agreement and for a period of three years (3) years thereafter for policies underwritten on a claims-made policy form, the minimum insurance in types and amounts provided in this Section with Insurers having an A.M. Best rating of A-VII or better. Licensee may comply with insurance requirements herein through the combined purchase of primary and excess/umbrella type policies.

(a) Commercial General liability insurance insuring against claims for personal injury (including bodily injury or death) and for property damage caused by, resulting from, arising out of or occurring in connection with Licensee's use and/or occupancy of the Licensed Premises and any incidental damages related thereto. Such insurance coverage shall not be less than Five Million Dollars (\$5,000,000) per occurrence (including contractual and completed operations liability) and shall specify "Bass Pro Outdoor World, L.L.C. and its affiliates" as additional insured.

(b) Workers Compensation insurance as required by law to include \$500,000 Employer's liability insurance coverage limits.

(c) Commercial Automobile liability insurance with coverage limits of \$1,000,000 combined single limits. This coverage requirement only applies to the extent Licensee will use company vehicles on Licensor's premises at any time during the Term.

(d) All insurance required to be provided by Licensee shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by Licensor. Licensee also agrees, on behalf of itself and its insurer, to provide a Waiver of Subrogation with respect to Commercial General Liability, Workers' Compensation, Commercial Automobile Liability and Excess or Umbrella Liability Policies required to be maintained under this Agreement. All deductibles and self-insured retentions applicable under such policies, shall be assumed by, and be for the account of, and at the sole risk of Licensee.

(d) Prior to Licensee being allowed to enter upon the Licensed Premises and at all other times requested by Licensor, Licensee shall deliver to Licensor certificates evidencing the insurance coverage required pursuant to this Section 7. The certificate holder shall be: "Bass Pro Outdoor World, L.L.C. and its affiliates", and shall be delivered to Attn: Risk Management, 2500 E. Kearney Street, Springfield, MO 65898.

8. No Modifications or Amendments. This Agreement shall not be modified, altered or amended, except in writing signed by both Parties.

9. Counterparts and Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted by facsimile and/or other electronic transmission (i.e., by e-mail) shall be legally binding and enforceable against the party so signing and transmitting.

10. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes all written or oral agreements between them with respect to the subject matter hereof.

11. Costs and Fees. If Licensee is in default of any term, obligation or covenant of this Agreement, Licensee agrees to pay reasonable attorney fees, court costs and other reasonable costs and expenses incurred by Licensor in enforcing this Agreement or preparing for legal or other proceedings, whether or not instituted.

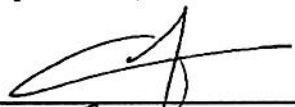
12. Governing Law. This Agreement will be governed exclusively by the laws of the State of Missouri, without regard to conflicts of law.

13. Security. Licensee shall, at its expense, provide adequate security personnel and a parking attendant during Licensee's use of the Licensed Premises.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Sunset Amphitheater, LLC

Bass Pro Outdoor World, L.L.C.

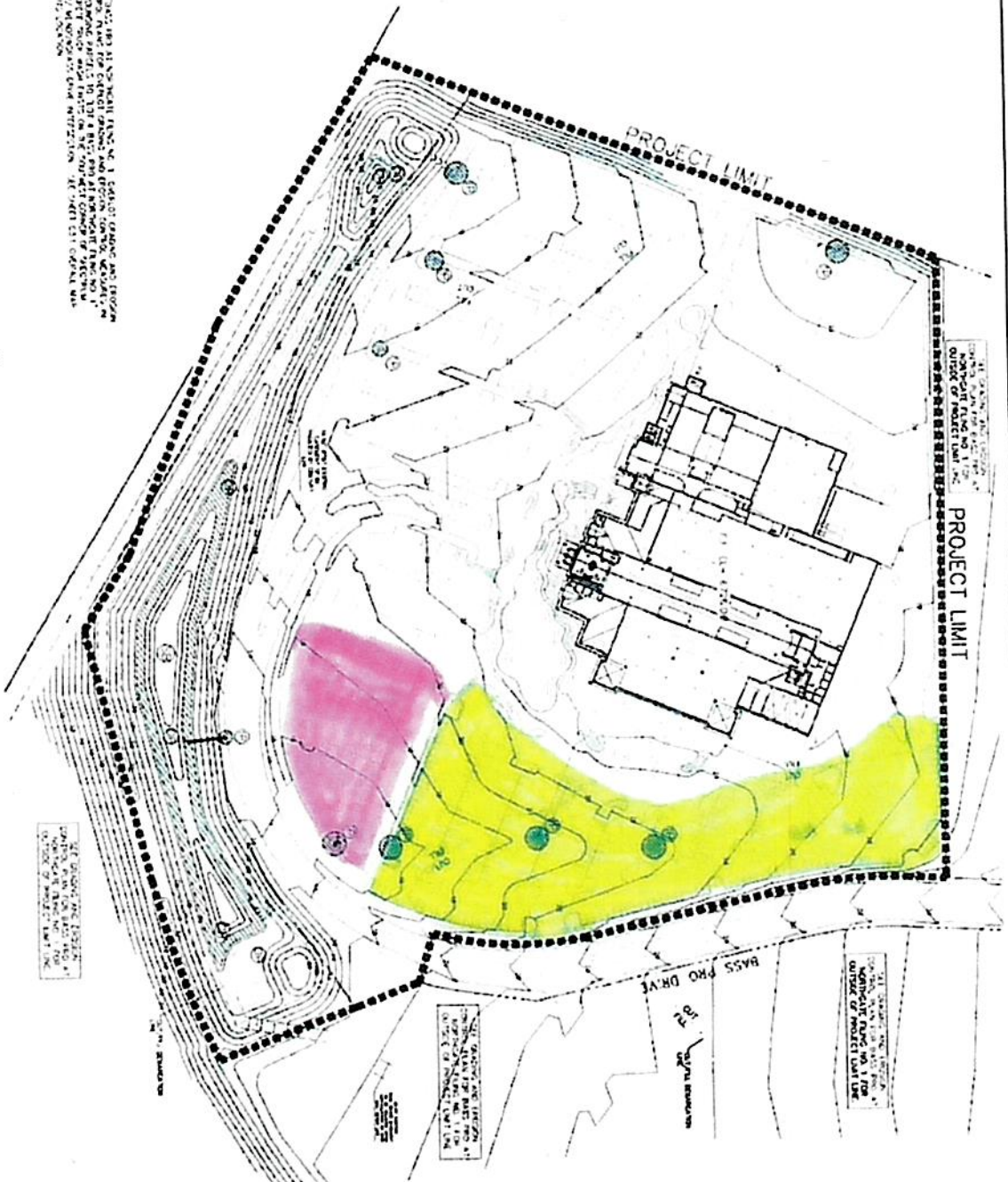
By:   
Name: J.W. Roth  
Title: C.E.O.

By:   
Name: Kevin A. Maliszewski, CFO  


Exhibit A

OVERLOT GRADING & EROSION CONTROL PLAN

NOTE:  
 1. SEE 2015/2016 SITE PLAN FOR OVERLOT GRADING AND EROSION CONTROL PLAN.  
 2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EROSION CONTROL PLAN.  
 3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EROSION CONTROL PLAN.  
 4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EROSION CONTROL PLAN.



SEE EXHIBIT B FOR  
 OVERLOT GRADING AND  
 EROSION CONTROL PLAN

SEE EXHIBIT C FOR  
 OVERLOT GRADING AND  
 EROSION CONTROL PLAN

SEE EXHIBIT D FOR  
 OVERLOT GRADING AND  
 EROSION CONTROL PLAN

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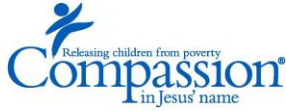
PROJECT NO. 2015-010  
 SHEET NO. 012

GRAPHIC SCALE: 1" = 10'



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LOT 4 BASS PRO AT NORTHGATE FIL. 1  
 BASS PRO SHOPS  
 OUTDOOR WORLD  
 13012 BASS PRO DRIVE, COLORADO SPRINGS, CO. 80921  
 OVERLOT GRADING/EROSION CONTROL PLAN



## PARKING LOT LEASE AGREEMENT

This Parking Lot Lease Agreement (“**Lease**”) is entered into this 10th day of June, 2022, by and between the **Compassion International, Inc.**, an association of churches, whose principal address is 12290 Voyager Parkway, Colorado Springs, Colorado 80921 (“**Compassion**”) and **Sunset Operations, LLC**, a wholly owned subsidiary of Notes Live, Inc., whose principal address is 1755 Telstar Drive, Suite 501, Colorado Springs, Colorado 80920 (“**Tenant**”). Compassion and Tenant are individually referred to herein as a Party and collectively as the Parties.

### RECITALS

WHEREAS, Tenant is Notes Live, Inc.’s operating entity that will manage the to-be-built outdoor music venue in Colorado Springs, Colorado, which will specialize in producing music concerts as well as other types of live entertainment, and is to be located in the Polaris Pointe development in Colorado Springs, Colorado; and

WHEREAS, Compassion owns certain parcels of real property in the City of Colorado Springs, more specifically described as: 12290 Voyager Parkway, Colorado Springs, Colorado 80921, and 555 Middle Creek Parkway, Colorado Springs, Colorado 80920 (the “**Compassion Properties**”); and

WHEREAS, Tenant wishes to lease from Compassion a portion of the Compassion Properties used as a parking lot, said portion as further defined herein as Premises, and more particularly shown as said portion highlighted in blue on **Exhibit A**, attached hereto and incorporated herein by reference, to use for the parking of Tenant’s employees, agents, subcontractors, volunteers, and guests and invitees of the Venue (the “**Venue Attendees**”); and

WHEREAS, Compassion wishes to lease the Premises to Tenant to use for the parking of the Venue Attendees during certain months, days, and hours as further defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Condition Precedent. The Parties agree that the approval, construction, and opening of the new Sunset Amphitheater/Notes Live venue (the “**Venue**”) shall be a condition precedent to any obligations set forth in this Lease and that failure to complete such condition shall terminate this Lease with no consequence to or obligation by any Party.
2. Term. This Lease shall have an initial term of one (1) year commencing after the soft opening of the Venue estimated by the Parties to be August 1, 2023, and subject to change based upon completion of construction (the initial “**Term**”). Tenant shall keep Compassion updated with construction progress and any adjustments to the official opening date. Provided that Tenant is not then in default under the terms herein, this Lease shall automatically renew for subsequent periods of the same length as the initial Term, unless earlier terminated in accordance with the termination clause contained herein prior to expiration of the then-current Term.



3. Premises.

- A. The premises to be leased shall consist of no more than One Thousand (1,000) reasonably sized parking spaces depicted in **Exhibit A**, which may be modified by Compassion from time to time with written notice ("**Premises**").
- B. The Premises shall be for the exclusive benefit and quiet enjoyment of Tenant for the parking of the Venue attendees between the hours of 5:30 p.m. MST and 12:30 a.m. MST, Thursday through Saturday (end Sunday), during the months of May through September, and as otherwise permitted under this Lease.
- C. Tenant shall only have non-exclusive rights to access and use the Premises for the following purposes and durations:
  - i. Setup purposes, if any, for a maximum of one (1) hour prior to 5:30 p.m. MST.
  - ii. Cleaning purposes through 5:00 a.m. MST and as more particularly described in Section 9 below.

4. Use of Premises.

- A. The Premises shall be used exclusively as a parking lot.
- B. Tenant's use and occupation of Premises shall be consistent with:
  - i. the covenants and easements and all other matters of record as of the date of this Lease; and
  - ii. all present and future laws, ordinances, and regulations, including environmental regulations, of any governmental authority having jurisdiction over the Premises; and
  - iii. the ministry, mission, and corporate purpose of Compassion.
- C. Tenant shall not permit any nuisance to be maintained on the Premises or permit any disorderly conduct, common noise, or other activity having a tendency to annoy or disturb any adjoining property. Outside of those hours, Compassion shall have those responsibilities.
- D. Tenant may use the Premises on days other than Thursday, Friday, and Saturday, provided Tenant submits a written request to Compassion with sixty (60) days advance notice and Compassion approves said request at its sole discretion.
- E. Tenant acknowledges the ministry, mission, and corporate purpose of Compassion. Tenant shall provide to Compassion the schedule(s) for concerts and events, including names of all performing artists with ninety (90) days advance notice. Tenant shall also provide Compassion written notice if a concert or event is being scheduled outside said ninety (90) days advance notice window to receive approval. Compassion may, at its sole option and discretion, identify those concerts or events that are inconsistent with its Christian ministry, mission, or corporate purpose; and Tenant agrees that it shall not use or be permitted to use the Premises during those identified concerts or events.
- F. Tenant and Compassion will work together to identify block-out dates, where Tenant shall not use or be permitted to use the Premises due to other Compassion-related commitments, such block-out dates to be identified by Compassion to Tenant with ninety (90) days advance notice.
- G. Compassion shall have the right to access and utilize its reserved parking spaces, shown on **Exhibit A**, during all scheduled events.

5. Compensation. In consideration for the right to use and occupy the Premises as permitted herein, Tenant shall pay to Compassion in accordance with the following payment schedule:

- A. \$250,000.00 due to Compassion within fifteen (15) days of the full execution of this Lease.



- B. The greater of \$250,000.00 or \$6.00 per space used per night for the initial Term and the greater of \$250,000.00 or \$6.00 per space used per night for each subsequent period, due on the 30th day of each month based on usage.
6. Annual Fundraising Concert. In addition to the compensation outlined above, and also in consideration for the right to use and occupy the Premises as permitted herein, Tenant agrees to grant use of the Venue, at no charge, to Compassion, up to two times per year, for a fundraising concert or event, which details shall be captured under a separate agreement to be mutually agreed by the Parties and executed within three (3) months of the Venue's official opening date defined in Section 2 above.
7. Alterations. Tenant shall not alter, modify, or make additions or improvements to the Premises without the prior written consent of Compassion, and any such alterations, modifications, additions, or improvements shall immediately become the property of Compassion and remain on the Premises at the expiration or earlier termination of this Lease. Moreover, Tenant shall not cause or permit any signs to be affixed without prior written approval from Compassion, nor cause or permit to be done anything that shall damage or change the Premises. Failure to adhere to these requirements may result in the termination of this Lease. Tenant shall be responsible for the cost of repairing any and all damage done to the Premises by any act of Tenant or its Venue Attendees.
8. Right to Inspect Premises. Compassion shall have the right at all reasonable times to enter the Premises for any and all purposes consistent with this Lease.
9. Maintenance and Repair of the Premises.
  - A. Compassion shall, at its sole expense, keep and maintain the Premises, including, without limitation, the asphalt surface and striping, in good condition and repair, conducting such repairs to the extent possible outside of the hours of 5:30 p.m. MST and 12:30 a.m. MST, Thursday through Saturday (end Sunday), during the months of May through September, or during such dates and times as otherwise permitted for use by Tenant under this Lease, and in a manner so as not to unreasonably interfere with Tenant's use of the Premises.
  - B. Compassion, in its sole discretion, may redesign the Premises for parking use so long as no more than One Thousand (1,000) reasonably sized parking spaces are available to Tenant.
  - C. Compassion shall be responsible, at its expense, for maintaining the Premises in a neat and clean condition, maintaining all security, lighting and landscaping located on the Premises and removing any snow that accumulates on the Premises and sidewalks located adjacent to the Premises.
  - D. Tenant shall not allow any accumulation of trash or debris on the Premises or use of the Premises for storage.
  - E. Premises are to be returned to its initial condition by Tenant after the conclusion of each concert or event. Tenant will provide a facilities team that will clean the Premises after each usage. Cleaning shall be performed and fully completed, and parking lot shall be left vacant, prior to 5:00 a.m. MST on the morning after each concert or event. Tenant acknowledges its responsibility to ensure that the Premises are properly cleaned and maintained after each concert and event.
  - F. Notwithstanding the foregoing, Tenant shall reimburse Compassion for costs associated with the maintenance and repair of the Premises due to damage caused by Tenant, its employees, agents, guests or invitees, normal wear and tear excepted.



10. Security. Tenant agrees to have on hand at all times sufficient security and police force to maintain order and protect persons and property. Tenant shall pay for security via the Colorado Springs Police Department (CSPD) during usage and supply a parking attendant while the Premises are being used. Moreover, Tenant shall have two (2) CSPD officers with patrol cars at each Premises on the Compassion Properties during Tenant's usage of the Premises. Compassion retains the right to shut down use of the Premises for security reasons without penalty. Compassion also reserves the right to eject any objectionable person, including guests, invitees, employees, or subcontractors of Tenant, from the Premises. Large social gatherings of any kind whatsoever, including without limitation tailgates, are strictly prohibited and cause for ejection.
11. Real Property Taxes and Assessments. Compassion shall pay promptly when due all real estate taxes and general assessments, if any, for the Premises that would be otherwise due if the occupancy and use of the Premises were for public purposes. Tenant shall pay promptly when due all real estate taxes and general assessments, if any, for its use of One Thousand (1,000) parking spaces on the Premises between the hours of 5:30 p.m. MST and 12:30 a.m. MST, Thursday through Saturday (end Sunday), during the months of May through September, and as otherwise permitted under this Lease. Tenant shall pay all special assessments, if any, for the Premises that are a result of Tenant's occupancy or use of the One Thousand (1,000) parking spaces between the hours of 5:30 p.m. MST and 12:30 a.m. MST, Thursday through Saturday (end Sunday), during the months of May through September. Compassion shall promptly pay when due all other special assessments.
12. Insurance.
- A. For the duration of this Lease, Tenant shall procure and keep in force the following types and amounts of insurance:
    - i. Workers' Compensation insurance with statutory limits and Employers Liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00).
    - ii. Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The general liability policy shall include coverage for bodily injury, property damage, personal injury, contractual liability, and products and completed operations. The general liability policy shall contain a minimum limit of Three Hundred Thousand Dollars (\$300,000.00) for property damage liability coverage for the Premises leased to Tenant which limit may be increased by Compassion, in the exercise of its reasonable discretion, based upon any use that increases the risk or potential scope of damage to the Premises.
    - iii. Commercial auto liability insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000.00). If providing valet parking services, such policy shall include coverage for garage keeper's legal liability.
  - B. The general liability policy shall contain a severability of interests provision, name Compassion as additional insured, and be written as a primary policy not contributing to and not in excess of coverage Compassion may carry. All policies required herein shall include a waiver of subrogation in favor of Compassion.
  - C. Policies required herein shall be with companies qualified to do business in Colorado and with an AM Best Rating reasonably acceptable to Compassion. Said policies shall not be cancelable or subject to





reduction in coverage limits or other modification except after thirty (30) days' prior written notice to Compassion.

- D. Certificates of insurance shall be provided upon execution of this Lease, and annually thereafter, as evidence that the policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by Compassion.
- E. Tenant shall require all subcontractors retained to perform services relating to this Lease to maintain the same types and limits of insurance that are required of Tenant herein and shall provide a certificate evidencing subcontractor's insurance to Compassion upon request.

13. Damage to Tenant Property. Tenant acknowledges that in conjunction with this Lease, vehicles, materials, items, and other tangible property will be brought into the Premises. Such property is the sole responsibility of Tenant or its Venue Attendees and as such, Tenant or its Venue Attendees have the sole and exclusive responsibility for the care and safety of all such property brought into Premises. Compassion does not make any warranties or promises as to the care, maintenance or security of any such property. Any damage to said property caused by rain, hail, wind, fire, or any other natural phenomena shall be covered by Tenant's own insurance policy. Additionally, Compassion is not responsible for any personal injury or damage to property, direct or incidental, caused by the negligence or intentional acts of a third party. Tenant and its Venue Attendees are responsible for the removal of all its property from the Premises after each concert or event. Any property remaining on the Premises will be either (i) deemed as abandoned and therefore become the property of Compassion or (ii) removed from the Premises at the expense of Tenant.

14. INDEMNITY. TENANT SHALL ASSUME THE RISK OF ALL PERSONAL INJURIES, INCLUDING DEATH RESULTING THEREFROM, TO PERSONS AND DAMAGE TO OR DESTRUCTION OF PROPERTY, INCLUDING LOSS OF USE THEREFROM, CAUSED BY OR SUSTAINED, IN WHOLE OR IN PART, IN CONNECTION WITH OR ARISING OUT OF THE ACTS OR OMISSIONS OF TENANT, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, GUESTS, INVITEES, OR AUTHORIZED VOLUNTEERS, OR BY THE CONDITIONS CREATED THEREBY. TENANT SHALL INDEMNIFY AND HOLD HARMLESS COMPASSION, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, GUESTS, INVITEES, AND AUTHORIZED VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIABILITIES, COSTS, EXPENSES, PENALTIES, ATTORNEYS' FEES, AND DEFENSE COSTS ARISING FROM SUCH INJURIES TO PERSONS, INCLUDING DEATH, OR DAMAGES TO PROPERTY BASED UPON OR ARISING: (I) OUT OF THE ACTS OR OMISSIONS OF TENANT, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, GUESTS, INVITEES, OR AUTHORIZED VOLUNTEERS DURING THE TENANT'S USAGE OF THE PREMISES; (II) OUT OF ANY VIOLATION BY TENANT, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, GUESTS, INVITEES, OR AUTHORIZED VOLUNTEERS OF ANY LAW, REGULATION, OR ORDINANCE; OR (III) OUT OF ANY BREACH BY TENANT OF ITS OBLIGATIONS UNDER THIS LEASE. TENANT SHALL INVESTIGATE, HANDLE, RESPOND TO, AND DEFEND AGAINST ANY SUCH LIABILITY, CLAIMS, AND DEMANDS RELATED THERETO AND SHALL BEAR ALL OTHER RELATED COSTS AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES. TENANT'S INDEMNIFICATION OBLIGATION SHALL NOT EXTEND TO ANY INJURY, LOSS, OR DAMAGE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPASSION. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

15. LIABILITY LIMITATIONS.

- A. Except to the extent caused by the gross negligence or misconduct of Compassion, Compassion will not be liable to Tenant, its employees, agents, servants, subcontractors, guests, invitees, or authorized



volunteers for any damage, injury, loss or claim based on or arising out of: interruption in the use of the Premises or any equipment therein; any time delays, inadequacies of services of Compassion or any use of Compassion Properties, including the Premises or by any deficiency or defect therein; any accident or damage resulting from any use or operation of electrical or sewerage equipment or apparatus; any fire, robbery, theft, terrorism, vandalism, mysterious disappearance or any other casualty; actions of any other tenant of the Compassion Properties or of any other person or entity; and leakage in any part of the Premises from water, rain, ice or snow that may leak into, or flow from, any part of the Premises or from drains or pipes in the Premises which, in any such event are due to any reason beyond Compassion's reasonable control.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF PRODUCT, LOSS OF USE, BUSINESS INTERRUPTION, OTHER FINANCIAL LOSS, OR OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Force Majeure. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Lease impossible, impracticable, or unsafe. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Lease. A party whose performance is affected by a Force Majeure Event shall give prompt notice to the other party stating the timeframe the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Performance under this Lease shall resume once the Force Majeure Event has ceased and the affected party shall use commercially reasonable efforts to fully perform hereunder. Compassion and Tenant will work together to reschedule and/or replace the affected scope under this Lease and, if not possible, then either party may terminate this Lease for convenience in accordance with the termination clause contained herein.
17. Sublease and Assignment. Tenant may not assign all or any part of this Lease or sublease all or any part of the Premises without Tenant's prior written notice to Compassion and Compassion's prior written consent, which may be withheld at Compassion's sole discretion. Any assignment or sublease of this Lease by Tenant without Compassion's prior written consent shall be deemed void and of no effect.
18. Holding Over. Any holding over after the expiration of the term of this Lease or any extended term thereof, with the consent of Compassion, shall be construed to be a tenancy from month-to-month on the same terms and conditions provided for herein; except that the monthly rental rate shall be adjusted to reflect the then-current market rate. No holding over by Tenant shall operate to renew or extend this Lease without the written consent of Compassion to such renewal or extension having been first obtained.
19. Termination. This Lease may be terminated by either Party prior to the end of the initial Term or prior to the end of any subsequent period, as outlined below in this Section. Indemnity obligations and all representations and warranties shall survive termination of this Lease.



- A. **Breach.** A material breach of this Lease occurs when either Party fails to observe or perform any of the covenants, agreements, or obligations contained herein if such default is not cured within thirty (30) days after the defaulting Party received written notice specifying in reasonable detail the nature of such default.
- B. **Conduct.** Compassion may, at its sole option and discretion, terminate this Lease with immediate effect if, during the initial Term or during any subsequent period, Tenant: (i) commits any act or is involved in a situation or occurrence that brings Compassion into public disrepute, contempt, scandal or ridicule, or shocks or offends the community, or detracts from the public image or reflects unfavorably upon Compassion or its products or services; or (ii) makes or authorizes defamatory statements regarding Compassion or its ministry.
- C. **Business Conflict.** This Lease may be terminated by either Party with six (6) months written notice to the other Party if the terminating Party determines, at its sole discretion, that there is an unresolvable conflict between this Lease and what is in the best business interest of the terminating Party, including without limitation complaints from key stakeholders and/or the desire to sell or further develop the Premises.
- D. **Effect of Termination or Expiration.**
  - i. All rights granted under this Lease shall cease upon termination or expiration of this Lease.
  - ii. Tenant's right to possess the Premises shall cease and the Parties shall have no further rights, duties, or obligations hereunder, except for those obligations which are expressly stated to survive termination. Compassion may then re-enter and take possession of the Premises or any part thereof, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, without being deemed guilty of any manner of trespass.
  - iii. If a deposit or advance payment has been made by Tenant for the then-current Term or extension thereof that has not and will not be fulfilled following expiration or termination, Compassion shall, within thirty (30) days of the date of termination, reimburse such pro-rated payment to Tenant, pro-rated to the date of termination.

20. **Notices.** Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three (3) days after being sent by certified mail, return receipt requested:

**To Compassion:**

Compassion International, Inc.  
Attn: Brian Beede  
12290 Voyager Parkway  
Colorado Springs, CO 80921  
303-229-0900  
[BBeede@us.ci.org](mailto:BBeede@us.ci.org)

**To Tenant:**

Notes Live, Inc.  
Attn: JW Roth  
1755 Telstar Drive, Suite 501  
Colorado Springs, CO 80920  
719-505-0582  
[JWRoth@noteslive.vip](mailto:JWRoth@noteslive.vip)

Any Party hereto may at any time designate a different address or individual receiving notice by informing the other Parties in writing.

21. **Parties Bound.** This Lease shall be binding upon and shall inure to the benefit of the Parties hereto. This Lease shall not insure to the benefit of their respective heirs and/or successors. Nothing in this Lease either



express or implied is intended to confer on any person or entity, other than the Parties hereto, any rights, remedies, or obligations under or by reason of this Lease.

22. Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado. In addition, the Parties acknowledge that there are legal constraints imposed upon Compassion by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States and that, subject to such constraints, the Parties intent to carry out the terms and conditions of this Lease. Notwithstanding any other provision of this Lease to the contrary, in no event shall either of the Parties be required to exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Lease shall be interpreted in such a manner so as to be effective and valid under applicable law. Venue for any judicial proceeding concerning this Lease shall be exclusively in the District Court for El Paso, Colorado.
23. WAIVER OF JURY TRIAL. COMPASSION AND TENANT HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PARTY ON ANY AND EVERY MATTER, DIRECTLY OR INDIRECTLY ARISING OUT OF OR WITH RESPECT TO THIS LEASE, INCLUDING, WITHOUT LIMITATION, THE RELATIONSHIP OF COMPASSION AND TENANT, THE USE AND OCCUPANCY BY TENANT OF THE PREMISES, ANY STATUTORY REMEDY AND/OR CLAIM OF INJURY OR DAMAGE REGARDING THIS LEASE.
24. Legal Construction. In case any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, and this Lease shall be constructed as if the invalid, illegal, or unenforceable provision had never been included in the Lease. Paragraph headings used in this Lease are for convenience of reference only and shall in no way define, control or affect the meaning or interpretation of any provision of this Lease.
25. Relationship of Parties. This Lease should not be construed to create an agency or employee relationship between Compassion and Tenant. Tenant shall exercise no supervision over any employee or official of Compassion and shall not represent that Tenant is an employee or agent of Compassion in any capacity. No employee or contractor of Tenant has any right to Worker's Compensation benefits from Compassion or its insurance carriers or funds. Tenant shall provide any workers' compensation insurance and all other insurance required by any applicable law for its employees.
26. Beneficiaries. This Lease is for the sole benefit of and binds Compassion and the Tenant. This Lease affords no claim, benefit, or right of action to any third party. Any party besides Compassion or Tenant receiving services or benefits under this Lease is only an incidental beneficiary.
27. Financial Obligations of Compassion. Any financial obligation of Compassion under this Lease is contingent upon appropriation, budgeting and availability of specific funds to discharge those obligations. Nothing in this Lease constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of Compassion's credit, or a payment guarantee by Compassion to Tenant.



- 28. No Waiver. The failure of Compassion to insist upon a strict performance of any of the Tenant’s obligations under of this Lease, will not be construed as a waiver of such obligation, but the same shall continue and remain in full force and effect. The receipt by Compassion on the compensation described in Section 5 above, with knowledge of Tenant’s breach of any obligation will not be deemed a waiver of such breach or relieve Tenant from liability for any loss or damage resulting from Tenant’s failure to comply with such obligation. No waiver by Compassion of any provision of this Lease will be deemed to have been made unless expressed in writing and signed by Compassion.
  
- 29. Amendment. This Lease may only be altered or amended in writing, signed by duly authorized representatives of Compassion and Tenant, respectively.
  
- 30. Mutual Cooperation. The Parties each agree to use good faith efforts to cause satisfaction of all conditions to their obligations under this Lease, and to exercise good faith in fulfilling their obligations under this Lease and in cooperating with the other Party with respect to that Party’s satisfaction and fulfillment of all that Party’s conditions and obligations under this Lease.
  
- 31. Recording. This Lease shall be recorded in the real property records of the Clerk and Recorder of El Paso County, Colorado.

**IN WITNESS WHEREOF**, this Lease is hereby entered into by the Parties the day and year first above written.

**COMPASSION INTERNATIONAL, INC.**

DocuSigned by:  
 By: Brian Beede  
B3EDB025F81E480...

Name: Brian Beede

Title: Director, Real Estate & workplace

**SUNSET OPERATIONS, LLC**

DocuSigned by:  
 By: JW Roth  
E84428144D874D1...

Name: JW Roth

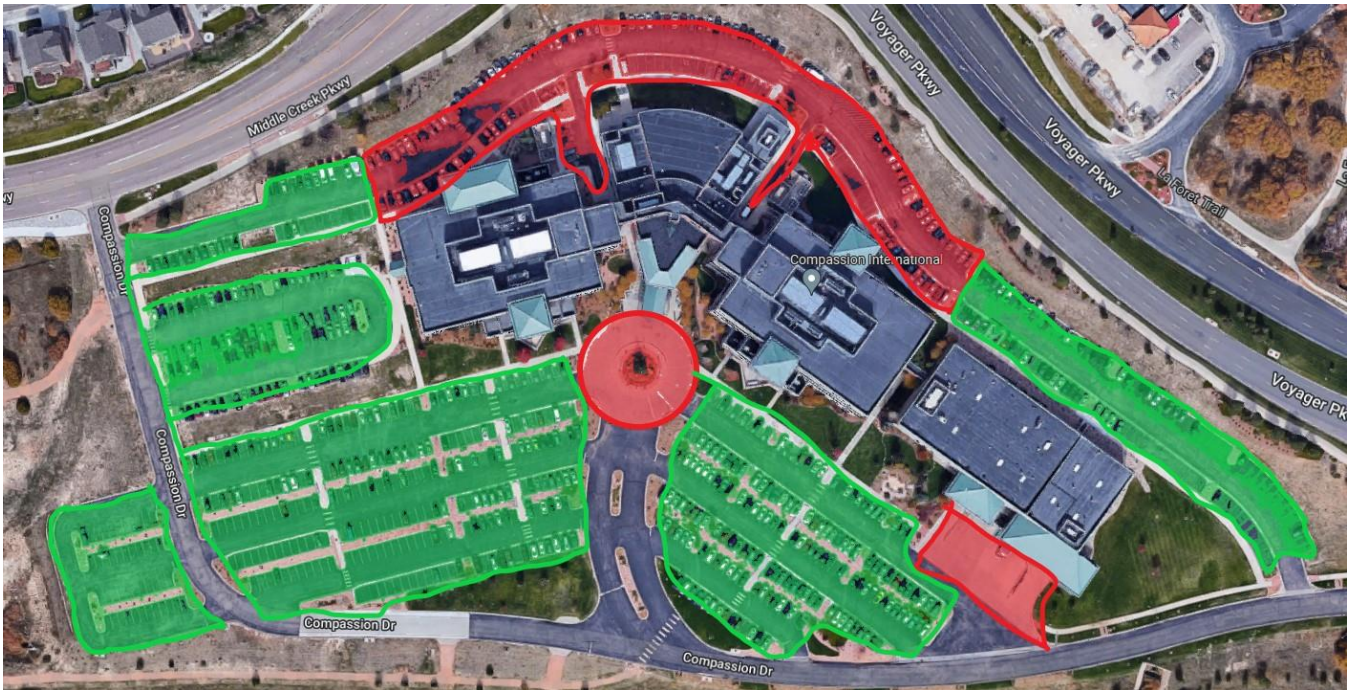
Title: CEO



**EXHIBIT A**  
Compassion Properties with Designated Premises



|              |                                 |
|--------------|---------------------------------|
| <b>GREEN</b> | Sunset Operations, LLC Premises |
| <b>RED</b>   | Compassion Reserved             |





**First Amendment to Parking Lot Lease Agreement**

This First Amendment to Parking Lot Lease Agreement (“First Amendment”) is entered into on 29 August 2022, by and between **Compassion International, Inc.**, an association of churches, with its principal place of business at 12290 Voyager Parkway, Colorado Springs, Colorado 80921 (“Compassion”) and **Sunset Operations, LLC**, a wholly owned subsidiary of Notes Live, Inc., with its principal place of business at 1755 Telstar Drive, Suite 501, Colorado Springs, Colorado 80920 (“Tenant”), collectively referred to as the “Parties” or individually as a “Party”.

**WHEREAS**, the Parties entered into a Parking Lot Lease Agreement effective 10 June 2022 (the “Lease”) for the purposes of Tenant leasing from Compassion a portion of the Compassion Properties used as a parking lot, to use for the parking of Tenant’s employees, agents, subcontractors, volunteers, and guests and invitees of the Venue; and

**WHEREAS**, the Parties desire to amend the Lease to revise the security requirements defined in the Lease.

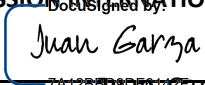
**NOW, THEREFORE, the Parties mutually agree to amend the Lease as follows:**

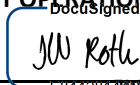
- 1. Section 10 entitled Security is replaced in its entirety with the following language (revisions are shown in **bold** for ease of reference):
  - 10. Security. Tenant agrees to have on hand at all times sufficient security and police force to maintain order and protect persons and property. Tenant shall pay for security via the Colorado Springs Police Department (CSPD) during usage and supply a parking attendant while the Premises are being used. Moreover, Tenant shall have two (2) CSPD officers with patrol cars at each Premises on the Compassion Properties during Tenant’s usage of the Premises. **In the event CSPD cannot accommodate a specific date, then Tenant shall contract with Colorado Springs security systems and services vendor called Allied Universal® - in which case, Tenant shall (a) work with Compassion on any contract with Allied Universal and ensure that said contract is enforceable by and inures to the benefit of Compassion and (b) provide Compassion with advance written notice of any event date where CSPD will not be used, immediately upon notice from CSPD and in no event later than three (3) days prior to the associated event date.** Compassion retains the right to shut down use of the Premises for security reasons without penalty. Compassion also reserves the right to eject any objectionable person, including guests, invitees, employees, or subcontractors of Tenant, from the Premises. Large social gatherings of any kind whatsoever, including without limitation tailgates, are strictly prohibited and cause for ejection.

Capitalized terms not otherwise defined herein shall have the same meanings as in the Lease.

Unless otherwise indicated in this First Amendment, all other terms and conditions of the Lease control and remain in full effect.

**IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date first written above.**

**COMPASSION INTERNATIONAL, INC.**  
DocuSigned by:  
  
 By: \_\_\_\_\_  
7A12B932A0114C  
 Printed Name: Juan Garza  
 Title: Senior Sourcing Specialist  
 Date: 8/29/2022

**SUNSET OPERATIONS, LLC**  
DocuSigned by:  
  
 By: \_\_\_\_\_  
E844281344B74014  
 Printed Name: JW Roth  
 Title: CEO  
 Date: 8/30/2022



## **SUNSET OPERATIONS, LLC and NORTHGATE PROPERTIES, LLC AGREEMENT for use of UNDEVELOPED LAND / for PARKING**

1. This Contract for Services ("Contract") is made effective as of 09/01/2022 (the "Effective Date") by and between the Sunset Operations, LLC located at 1755 Telstar Drive, Suite 501, Colorado Springs, CO 80920, and Northgate Properties, LLC located at 13540 Meadowgrass Dr., Suite 200 Colorado Springs, CO 80921.
2. **Description of Services.** Northgate Properties, LLC will lease the undeveloped land directly (east) of the Sunset Amphitheater / bound by both sides of Spectrum Loop and Voyager to Sunset Operations, LLC for concert and events.
3. **The undersigned hereby contracts with SUNSET OPERATIONS, LLC to include:**
  - Company/ Organization: Sunset Operations, LLC
  - Company Address: 1755 Telstar Drive, Suite 501 Colorado Springs, CO 80920
  - Contact Name: JW Roth/ Founder, Chairman & CEO
  - Contact Email: JWROth@noteslive.vip
  - Contact Phone Number: (719) 505-0582
4. **Parking Lot Lease (Details & Offering):**
  - a. Parking Requested: no less than 500 parking spaces exclusive for use by Sunset Operations, LLC, will be made available within the Polaris Pointe development for all concerts. Parking locations will be watered before and after each usage to facilitate dust control.
  - b. 2-year Agreement that begins with the acquisition of Sunset Operations, LLC receiving its Certificate of Occupancy (CO).
  - c. Date(s) Requested: Specific event dates are TBD, but likely during the months of May through September. Most concerts and events will be on Thursday, Friday, and Saturday evenings. Written requests for other days of the week will be considered on a case-by-case basis and based upon availability.
  - d. A complete schedule and full season will begin in 2024/2025.
  - e. Schedules for concerts and events will be known months in advance, thus giving the appropriate amount of time for scheduling and logistics for use of the parking lot.
  - f. Time(s) Requested: Likely 5:00 PM to 12:00 AM but will depend on the event schedule.
  - g. Number of Occurrences: This parking lot will be used for events at (Sunset Amphitheater/ Sunset Operations, LLC venue). Number of occurrences will depend on the schedule once it is confirmed. Expected usage is up to 50 nights per year.
5. **Security:**
  - a. Sunset Operations, LLC will schedule and pay for security via Colorado Springs Police Department (CSPD) or contracted private security company during usage and supply a parking attendant while the parking lot is being used.
  - b. Security at this parking lot will be provided by CSPD, or contracted private security company, and Sunset Operations, LLC personnel at no cost to Northgate Properties, LLC.





**SUNSET OPERATIONS, LLC and NORTHGATE PROPERTIES, LLC  
AGREEMENT for use of UNDEVELOPED LAND / for PARKING**

- c. Security will be provided during the entire event from the start of parking until all vehicles are vacated from the parking lot, including any vehicles that need to be towed. Sunset Operations, LLC will provide a single onsite point of contact to resolve issues that arise prior to, during, and/or after the event.
- 6. Clean-Up:**
- a. Facilities Team/ Parking Lot Cleanup - Sunset Operations, LLC will provide a facilities team to clean parking lot after each usage and before daylight the next morning.
  - b. Sunset Operations, LLC will ensure that all parking lots are properly cleaned and maintained after each concert and event.
  - c. Sunset Operations, LLC will make sure that they leave the parking lots looking better than they did before the event.
  - d. No portable bathroom facilities or food, beverage, or other product vendors will be permitted on the premises.
  - e. Any parked vehicles that remain in the parking lot past 12:00 AM on the night of an event must be towed prior to daylight. Sunset Operations, LLC staff are required to facilitate the towing, communicate with impacted patrons, and encumber related costs. None of these tasks are the responsibility of the Northgate Properties, LLC staff.
- 7. Compensation:**
- a. For use of the Licensed Premises, Sunset Operations, LLC will pay Northgate Properties, LLC a fee in the amount of \$5.00 per vehicle. Payment of the Fee shall be made within 10 days of the conclusion of each event and delivered to Northgate Properties, LLC at 13540 Meadowgrass Drive, Suite 200, Colorado Springs, CO 80921.
- 8. Insurance:**
- a. Sunset Operations, LLC will submit company's proof of insurance to Northgate Properties, LLC upon the execution of this Agreement.
  - b. At all times during the term of this contract, Sunset Operations, LLC shall carry and maintain in full force at vendor's expense the following insurance policies with insurance companies requiring minimum of thirty (30) days' notice to Northgate Properties, LLC of change or cancellation (including cancellation for nonpayment of premium).
    - 1) Commercial general liability must include premises and operations, products and completed operations, contractual liability, personal and advertising injury liability, and broad form property damage.

|   |             |
|---|-------------|
| Each Occurrence Limit                   | \$1,000,000 |
| General Aggregate Limit                 | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |



**SUNSET OPERATIONS, LLC and NORTHGATE PROPERTIES, LLC  
AGREEMENT for use of UNDEVELOPED LAND / for PARKING**

|                                       |             |
|---------------------------------------|-------------|
| Personal and Advertising Injury Limit | \$1,000,000 |
| Fire Damage Limit                     | \$ 50,000   |
| Medical Expense Limit                 | \$ 5,000    |

Professional Liability (Errors and Omissions) \$1,000,000

2) Automobile Liability (Must Include Owned, Non-Owned and Hired Autos) Combined Single Limit \$1,000,000

3) Excess Liability Each Occurrence \$1,000,000

4) Workers' Compensation/Employers' Liability

|                       |            |
|-----------------------|------------|
| Per Occurrence Limit  | \$ 100,000 |
| Disease Policy Limit  | \$ 500,000 |
| Disease Each Employee | \$ 100,000 |

5) Upon execution of the contract and prior to the first event, an original certificate must be provided naming Northgate Properties, LLC as an additional insured under the General Liability; as well as a copy of the endorsement to the policy with respect to that particular project.

**9. Indemnification:**

To the fullest extent permitted by applicable law, Sunset Operations, LLC shall save, indemnify, and hold harmless Northgate Properties, LLC against or from all costs, expenses, damages, injury, or loss to which said Northgate Properties, LLC may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of contract and shall save and keep harmless Northgate Properties, LLC against and from all claims and losses to it from any causes whatsoever, including actual or alleged patent infringements in the use of the Northgate Properties, LCC undeveloped land for parking. The parties acknowledge that Northgate Properties, LLC is not waiving any right, immunity, or protection provided by the Colorado Governmental Immunity Act, CRS 24-1-101, et. seq.

**10. Terms of Agreement:**

The Agreement provides for a 2-year base contract with an option to extend the contract on a year-to-year basis.

a. Sunset Operations, LLC may, by giving written notice to Northgate Properties, LLC 90 days before the annual expiration, extend the term of this contract.



**SUNSET OPERATIONS, LLC and NORTHGATE PROPERTIES, LLC  
AGREEMENT for use of UNDEVELOPED LAND / for PARKING**

- b. The 2-year contract begins once Sunset Operations, LLC has received its Certificate of Occupancy for the Sunset Amphitheater.
- c. After the 2-year period, the parties have the right to negotiate a new term and extension to the Agreement.

**11. Termination for Cause:**

If either party is in default under this contract, it shall have an opportunity to cure the default within 30 days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 30 days after notice of default has been given; the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. Northgate Properties, LLC may terminate this contract, or any part hereof, for cause in the event of any default by Sunset Operations, LLC. In the event of termination for cause, Northgate Properties, LLC shall not be liable to Sunset Operations, LLC for any amount for supplies or services not accepted, and Sunset Operations, LLC shall be liable to Northgate Properties, LLC for any and all rights and remedies provided by law.

**12. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) shortage of adequate power or transportation facilities; and (h) other similar events beyond the reasonable control of the Impacted Party. In the event that the Impacted Party's failure or delay remains uncured for a period of 10 days following written notice given, either party/the other party may thereafter terminate this Agreement upon 10 days written notice.

**13. Amendment.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**14. Governing Law.** This Contract shall be construed in accordance with the law of the State of Colorado. The parties hereby submit to the exclusive jurisdiction of the courts of general jurisdiction of the State of Colorado, and the county of El Paso County and the City of Colorado Springs, Colorado, in any action or proceeding arising out of or relating to this Contract and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.



**SUNSET OPERATIONS, LLC and NORTHGATE PROPERTIES, LLC  
AGREEMENT for use of UNDEVELOPED LAND / for PARKING**

- 15. **Notice.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 16. **Assignment.** Neither party may assign or transfer this Contract without the prior written consent of the no-assigning party, which approval shall not be unreasonably withheld.

Northgate Properties, LLC

By:

*(Signature)*

Name:

Gary Erickson  
*(Printed Name)*

Title:

CEO / President - Man.

Address:

13540 Meadowgrass Drive, Suite 200  
Colorado Springs, CO 80921  
Gary@executive-company.com

Sunset Operations, LLC

By:

*(Signature)*

Name:

JWROTH  
*(Printed Name)*

Title:

Founder, Chairman & CEO

Address:

1755 Telstar Drive, Suite 501  
Colorado Springs, CO 80920  
jwroth@noteslive.vip

## **REQUEST FOR USE OF TCA SCHOOL FACILITIES**

**Organization:** The Sunset Amphitheater, LLC

**Organization Address:** 1820 Jet Stream Dr., Colorado Springs CO 80921

**Contact Name:** JW Roth

**Contact Email:** [jwroth@noteslive.vip](mailto:jwroth@noteslive.vip)

**Contact Phone Number:** 719.505.0582

**Campus Requested:** North Campus

**Room(s) Requested:** All available paved parking spaces at North Campus (975 Stout Rd.).

**Date(s) Requested:** Specific event dates are TBD, but likely during the months of April-October. TCA's parking lot availability will be based on sporting and school events, including summer camps, which will take priority.

**Time(s) Requested:** Likely 5:00 to 10:00 PM but will depend on the event schedule. The parking lot lights are on from dusk to dawn. It is requested that (name) provide their own security for the parking lots.

**Special Requests:**

**Number of Occurrences:** TCA will be used as an overflow parking site for events at (name). Number of occurrences will depend on the schedule once it is confirmed.

**Category:** (see categories and fee schedule on following page) Category III – Commercial Rate

If custodians are required for set-up or clean-up of an event, a \$30/hour fee will be charged. If an on-site manager is required for an event, a \$20/hour fee will be charged. An on-site manager is necessary to unlock the building, stay during the event, and lock up the building if an event takes place outside normal business hours, which vary by campus. Please call Ashley Roberts at 719 488-6419 with any questions.

Complete and submit this form, including the Community Use Facility Agreement (see final page of document). Email a copy of the organization's proof of insurance to Ashley Roberts at [aroberts@asd20.org](mailto:aroberts@asd20.org) or mail it to Ashley Roberts, 975 Stout Road, Colorado Springs, CO, 80921.

Once the Community Request for Use and the proof of insurance are received, a contract will be sent to the organization to sign and approve.

**Addendum to Request for use of TCA school facilities**

- Peak Season usage of the parking lots at TCA will be from **May – September**, with most all concerts and events taking place on Thursday, Friday, and Saturday evenings.
- Sunset Operations, LLC will have the opportunity to request (in writing) usage of TCA’s parking lots on other days of the week besides Thursday-Saturday and during Off Peak Concert Season. These requests will be considered on a case-by-case basis and based on availability.
- Time Requested: Likely 5:00pm to 12:00am but will be determined on the event schedule.
- Security: Sunset Operations, LLC will schedule and pay for security via Colorado Springs Police Department (CSPD) or licensed contracted private security company during usage and supply a parking attendant while the parking lots are being used.
- Parking Lot Cleanup: Sunset Operations, LLC will provide a facilities team to clean parking lots at the TCA Campus after each usage and before daylight the next morning.
- TCA Currently has 475 spots available for Sunset Operations, LLC to rent. \*Discussions are currently taking place that may involve an additional Addendum and that would add more parking spots to be available to rent.

By signing below, the user understands these conditions and agrees to comply with the abovestatements and any other restrictions deemed necessary by the school.

\_\_\_\_\_  
User signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

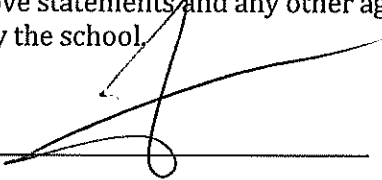
**Memorandum of Understanding**  
**Re: Request for use of TCA school facilities**

Notes Live and TCA agree to collaborate to pursue entitlement for the following improvements on land owned by TCA:

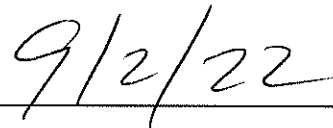
1. Improving the ~3 acre identified in blue positioned just south of Monument Branch and behind the school into a high-density parking lot.
2. Improving the ~ 6 acres identified in blue positioned just north of Monument Branch into a high-density parking lot.
3. Constructing a two-lane bridge with a walkable lane no less than 10 feet wide to traverse Monument Creek, connecting the two lots.
4. Constructing a two-lane drive to connect the school south parking lot, the two high density lots, and the bridge with Spectrum Loop.

*If upon entitlement and engineering it is determined that the lots can hold a minimum of 900 cars, Notes Live will enter into an Agreement to take responsibility for construction, maintenance, and repairs of the parking lots, bridge, and connector to Spectrum loop in exchange for a 50-year primary right to use for the parking lots. Subject to certain conditions, Notes Live shall have exclusive use 2.5 hours before any scheduled show and 2.5 hours after any scheduled show. The parties agree to cooperate to ensure that the road connecting to Spectrum Loop shall remain perpetually available to all parties for ingress and egress to the TCA Campus and connecting parking lots.*

By signing below, the User understands these conditions and agrees to comply with the above statements and any other agreements and/or restrictions deemed necessary by the school.



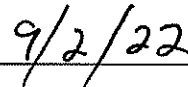
User signature



Date



Administrator Signature



Date

### Fee Schedule for Community Use of TCA Facilities

| Category   | I                 | II             | III             |
|--|-------------------|----------------|-----------------|
|  | School Affiliated | Community Rate | Commercial Rate |
| <b>Classrooms</b>  | N/C               | \$15/hr.       | \$20/hr.        |
| <b>Multi-Purpose Rooms<br/>(i.e.: TCA-N- 3303/05)</b>                      | N/C               | \$20/hr.       | \$30/hr.        |
| <b>TCA-N Cafeteria</b>   | N/C               | \$20/hr.       | \$25/hr.        |
| <b>*Central Campus Gym</b>   | N/C               | \$30/hr.       | \$40/hr.        |
| <b>*East Campus<br/>Cafetorium</b>   | N/C               | \$25/hr.       | \$50/hr.        |
| <b>w/Use of Stage</b>  | N/C               | \$35/hr.       | \$60/hr.        |
| <b>*North Campus Gym</b>   | N/C               | \$35/hr.       | \$50/hr.        |
| <b>*North Campus Track<br/>(does not include Turf Field)</b>               | N/C               | \$15/hr.       | \$30/hr.        |
| <b>*East Campus Synthetic<br/>Turf Field</b>                               | N/C               | \$50/hr.       | \$70/hr.        |
| <b>*North Campus<br/>Synthetic Turf Field<br/>(Does not include Track)</b> |                   |                |                 |
| <b>Parking Lots<br/>w/Use of Lights</b>                                    | N/C               | \$85/hr.       | \$105/hr.       |

\*Gyms and practice fields are rented without any services or equipment

**Personnel Fees:**

Custodial (outside of normal hours) ...\$30/hr.

All rates are hourly unless noted otherwise. On-site manager (if necessary) ...\$20/hr.

All facilities will be ready 15 minutes before contract time.

Leasees are expected to vacate leased areas 15 minutes after contract time.

Availability of facilities is based on school use and maintenance requirements. Overtime fees will be charged if facility is not vacated by the specified allowance time. Field & parking lot use is subject to closure due to overuse, weather restrictions, and/or maintenance.



hold harmless the Board of Education and its employees from any claim whatsoever resulting from or arising out of the use of the school facilities named in the agreement or any part of the facilities covered in the agreement.

12. TCA shall not be held responsible for any damage or loss that may occur to non-school property brought on the premises. Such property (as well as rubbish) must be removed from the facility immediately after the use or before such time as the materials will interfere with school activities. TCA is not responsible for damage or theft to vehicles parked on school grounds.
13. TCA insurance coverage does not extend to the conduct of community or other groups utilizing school facilities. TCA shall require a certificate of insurance from the user naming the School and District as "additional insured." Minimum coverage required in a general liability policy is \$1 million per occurrence and \$2 million aggregate.
14. All Facility Use Agreements shall specify building spaces or fields. It shall be the responsibility of the user to restrict the activities of the group to that specific area except for necessary hallways and restrooms. The user shall pay expenses incurred resulting from non-compliance (such as fire or police response to false alarms). Use of the facility is approved only for those activities stated and agreed to on the Facility Use Agreement. **No entrance into any school buildings will be available during the time of the parking lot rental.**
15. Advertising and promotional materials of building users are subject to review by and must comply with policy KHB-TCA.
16. Snow removal from parking areas cannot be guaranteed for non-school sponsored activities. User may arrange for snow removal at their own expense.
17. Notification of cancellation of use must be given at least 24 hours prior to the scheduled use (unless weather related issues are present). If timely notification of cancellation is not given, the user may be assessed a penalty of \$10, plus 10 percent of the agreed fee for the use that was canceled. Repeated or short notification of cancellations may result in denial of further building use.

The user agrees to submit proof of insurance and assumes all liability for any damage, injury, or loss connected with this event. Further, the user will be responsible for the conduct and supervision of all participants associated with the event. **The user also understands that tobacco, alcohol, illegal drugs, and weapons are expressly forbidden on school property.**

By signing below, the user understands these conditions and agrees to comply with the above statements and any other restrictions deemed necessary by the school.

Heather Atkinson Heather Atkinson CFO  
User signature

4/18/2022  
Date

Kevin Pacht  
Administrator Signature

4/28/22  
Date