

### **THIRD AMENDMENT TO CONCESSION LICENSE AGREEMENT**

This **THIRD AMENDMENT TO CONCESSION LICENSE AGREEMENT** (this “Third Amendment”), dated for identification purposes as of January 14, 2025, is made by and between the **SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF LAKE ELSINORE**, a public body corporate and politic (“Successor Agency”), and **GOLDEN STATE CONCESSIONS AND CATERING, INC.**, a California corporation (“Concessionaire”) with regard to the following:

#### **RECITALS**

The following Recitals are a substantive part of this Third Amendment:

A. Prior to February 1, 2012, the Redevelopment Agency of the City of Lake Elsinore (“Dissolved Agency”) was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law (commencing at Section 33000 of the California Health and Safety Code) and authorized to exercise the powers of a redevelopment agency pursuant to action of the City Council of the City of Lake Elsinore.

B. Prior to February 1, 2012, the Dissolved Agency developed a minor league baseball stadium, baseball field, parking and related facilities commonly known as the “Lake Elsinore Diamond” on land owned by the Redevelopment Agency (collectively, the “Site”) and was engaged in the operations, maintenance and management of the Site and related activities necessary and appropriate to carry out the redevelopment plan (“Redevelopment Plan”) for the Rancho Laguna Project Area No. 3 (“Redevelopment Project”), which was adopted by the City Council of the City of Lake Elsinore pursuant to Ordinance No. 815 on September 8, 1987, and thereafter amended by Ordinance No. 987 on November 22, 1994, Ordinance No. 1249 on February 26, 2008 and Ordinance No. 1262 on April 28, 2009. The Site is depicted on the Site Map/Diagram of Licensed Area attached as Exhibit “A” hereto and incorporated by reference herein.

C. The Dissolved Agency and Concessionaire entered into that certain Concession License Agreement dated January 30, 2002 providing for concessions operations and food and beverage service and use of concessions facilities at the Site. As of November 1, 2002, the Concession License Agreement was amended to bring the Concession License Agreement into conformance with regulations promulgated by the Department of Alcohol and Beverage Control of the Business, Transportation and Housing Agency of the State of California (“First Amendment”). The term of the Concession License Agreement was extended by that certain Attornment and Second Amendment to Concession License Agreement dated July 15, 2007 (“Second Amendment”). The Concession License Agreement, as amended by the First Amendment and the Second Amendment are referred to herein as the “Concession Agreement.”

D. On December 29, 2011 in the petition California Redevelopment Association v. Matosantos (Case No. S194861), the California Supreme Court upheld

Assembly Bill X1 26 that added Parts 1.8 and 1.85 to Division 24 of the Health and Safety Code (“Dissolution Act”), which laws caused the dissolution of all redevelopment agencies in California as of February 1, 2012.

E. By the adoption of its Resolution No. 2012-001 on January 10, 2012, the City Council of the City of Lake Elsinore elected to have the City serve as the successor agency to the Dissolved Agency under the Dissolution Act.

F. Effective February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the Dissolved Agency were transferred to the control of the Successor Agency, for administration pursuant to the provisions of the Dissolution Act.

G. As of February 1, 2012, the Successor Agency became the owner of Site and the successor in interest to the Concession Agreement and all agreements governing the use, maintenance and operation of the Site, collectively referred to as the “Stadium Operations Contracts.”

H. As part of the Fiscal Year 2012-13 State budget package, on June 27, 2012, the California State Legislature passed, and the Governor signed, Assembly Bill 1484 (“AB 1484”), which established a schedule for adoption of a Recognized Obligation Payment Schedule for the period from January 1, 2013 through June 30, 2013 (herein referred to as the “Third ROPS”) and for all subsequent Recognized Obligation Payment Schedules. AB 1484 also expanded the review period and authority of the Department of Finance (“DOF”) to review and approve Recognized Obligation Payment Schedules and to make its determination “of the enforceable obligations and the amounts of funding sources of the enforceable obligations” listed thereon.

I. On August 28, 2012, the Successor Agency adopted the Third ROPS which listed, among other enforceable obligations of the Successor Agency, the obligations under Stadium Operations Contracts (including the Concession Agreement) and a Stadium Interim Management Agreement. The obligations under the Stadium Operations Contracts (including the Concession Agreement) were incorporated by reference and implemented in the Stadium Interim Management Agreement.

J. The Concession License Agreement and the other Stadium Operations Contracts as incorporated in the Stadium Interim Management Agreement and amendments thereto have been approved by the Oversight Board of the Dissolved Agency, the Riverside Countywide Oversight Board, and the DOF in the Third ROPS and each successive ROPS through to and including the ROPS 24-25.

K. The Successor Agency and the Concessionaire now desire to amend the Concession Agreement to implement a flat Concession Fee to replace the percentage Concession Fee in conformance with California Department of Alcoholic Beverage Control (“ABC”) regulations and to align the concession license granted hereunder with the ABC licenses held by the Concessionaire all in furtherance of the performance by the Successor Agency under the Dissolution Act and the purpose of the Stadium Interim Management Agreement.

L. Capitalized terms used herein which are not otherwise defined herein shall have the meaning ascribed to them in the Concession Agreement.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals and the terms contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Section 3, entitled “Concession Services at the Site”** is amended as follows:

**3.1 The Stadium.** Subject to the terms and conditions of this Concession Agreement and the Type 47 ABC License held by the Concessionaire, Concessionaire shall have the exclusive right and obligation throughout the Term of this Concession Agreement to provide Refreshments in the Licensed Area for the Type 47 ABC License as depicted on the Diagram attached hereto as Exhibit “A” and incorporated by reference herein. Notwithstanding the foregoing, the parties may agree to allow a third party concessionaire to sell Refreshments in the Stadium during Other Stadium Events subject to applicable ABC regulations and compliance with the provisions of Section 3.5 below.

**3.2 Diamond Club.** Subject to the terms and conditions of this Concession Agreement and the Type 23 ABC License held by the Concessionaire, Concessionaire shall have the exclusive right and obligation throughout the Term of this Concession Agreement to provide Refreshments in the Diamond Club (now known as the Diamond Tap Room) as depicted as the Licensed Area for the Type 23 ABC License delineated on the Diagram attached hereto as Exhibit “A” and incorporated by reference herein.

### **3.3 Parking Lot.**

**(a) Exclusive Caterer for Storm Games and Other Storm Events.** Subject to the terms and conditions of this Concession Agreement, Concessionaire shall have the exclusive right to sell Refreshments, excluding the sale of alcoholic beverages, in the Parking Lot during Storm Games and Other Storm Events. Notwithstanding the foregoing, this provision is not intended to prevent “tailgating” or similar activities by patrons at the Site. In the event Concessionaire seeks to sell alcoholic beverages in the Parking Lot during Storm Games or Other Storm Events, Concessionaire shall obtain ABC approval of a Type 77 Event Permit or other ABC approval to expand the boundaries of the Concessionaire’s Type 47 License in addition to approval by the City, County Department of Public Health or any other required approval. Concessionaire will obtain written consent from the Agency Executive Director prior to any and all submittals to ABC.

**(b) Non-Exclusive Caterer for Other Stadium Events.** Concessionaire shall not have exclusive right to sell Refreshments in the parking lot for Other Stadium Events. Upon the mutual consent of the parties and subject to ABC approval of a Type 77 Event Permit or other ABC approval to expand the boundaries of the Concessionaire's Type 47 License in addition to approval by the City, County Department of Public Health or any other required approval on an event by event basis, the Successor Agency may grant Concessionaire a non-exclusive right to provide Refreshments in the Parking Lot during Other Stadium Events.

**3.4 Playing Field.** Concessionaire shall not have exclusive right to sell Refreshments on the field for Other Stadium Events. Upon the mutual consent of the parties and subject to ABC approval of a Type 77 Event Permit or other ABC approval to expand the boundaries of the Concessionaire's Type 47 License in addition to approval by the City, County Department of Public Health or any other required approval on an event by event basis, the Successor Agency may grant Concessionaire a non-exclusive right to sell Refreshments on the playing field during Other Stadium Events. The parties acknowledge that use of the field for Other Stadium Events shall be consistent with the requirements of baseball primacy during the baseball season.

**3.5 Third Party Concessionaires.** If Concessionaire is not the concessionaire for an Other Stadium Event, the third party concessionaire will comply with all applicable state and local ABC, public health and special event/land use regulatory requirements. If Concessionaire is the concessionaire, the Successor Agency/City and Concessionaire will negotiate in good faith to define the terms of those concession services.

**3.6 Event Scheduling.** The concession rights provided to Concessionaire by this Concession Agreement do not include rights to schedule, book, or reserve the Site or any portion thereof except in strict compliance with the scheduling protocols outlined in the Stadium Interim Management Agreement.

**2. Section 6, entitled "Concession Fee"** is hereby amended and restated in its entirety as follows:

**6. Concession Fee.**

**6.1 Concession Fee Schedule.** In consideration of the exclusive rights granted herein to Concessionaire, Concessionaire shall pay the Successor Agency a Concession Fee as follows:

**(a)** Thirty-Four Thousand Dollars (\$34,000.00) for the term of the Tenth Amendment to Stadium Interim Management Agreement commencing October 1, 2024 through September 30, 2025;

(b) Eighty-Four Thousand Dollars (\$84,000.00) for the term of the Eleventh Amendment to Stadium Interim Management Agreement commencing October 1, 2025 through September 30, 2026; and

(c) Twenty-One Thousand Dollars for the remaining three month of the Term of this Concession Agreement for the period commencing October 1, 2026 through December 31, 2026.

**6.2 Payment to the Successor Agency/Assignment of Concession Fee.** During the term of the Stadium Interim Management Agreement and in accordance with Section 7.2(a) thereof, the Successor Agency will assign its right to payment of the Concession Fee to the Storm. In the event of termination of the Interim Stadium Management Agreement prior to the expiration of this Concession Agreement, Concessionaire shall pay the Concession Fee, or prorata portion thereof, to the Successor Agency within thirty (30) days of the date of termination of the Stadium Interim Management Agreement.

**6.3 Reporting Requirements and Good Faith Negotiations.** Not later than November 1, 2025, Concessionaire provide the Successor Agency with the Gross Receipts Report for all Storm Games during the 2025 season and the Monthly Reports and general ledger details for all concession revenues for the 2024 calendar year and a year to date for calendar year 2025 pursuant to the requirements of Section 9.2 and 9.3 of this Concession Agreement. The reports shall include all revenues and expenses from any and all sublet or license third party vendor agreements. The Successor Agency and Concessionaire agree to use this information to negotiate in good faith any adjustments to the Concession Fee set forth in Section 6.1 and a Concession Fee in connection with a new Concession License Agreement, if any, entered into between the Successor Agency and the Concessionaire following the expiration of this Concession Agreement.

**3. Section 29** entitled “ABC Licenses” is added as follows:

**Section 29. ABC Licenses.** Throughout the Term of this Concession Agreement, Concessionaire shall obtain and maintain all necessary ABC Licenses in accordance with all applicable state law and implementing regulations and shall comply with all conditions and requirements thereof in the provision of Refreshments pursuant to the rights and obligations of this Concession Agreement. Concessionaire acknowledges the Site is publicly owned land subject to the provisions of Business and Professions Code Section 23824 and shall cooperate with the Successor Agency and ABC to ensure compliance therewith. In addition, Concessionaire will submit a written proposal to the Successor Agency prior to submittal to ABC to modify, expand or extinguish Concessionaire’s existing Type 47 and/or Type 23 ABC Licenses or apply for a new ABC License on the Site ensure compliance with all applicable laws and regulations

regarding the interface between the Diamond Club (now known as the Diamond Tap Room), the Speakeasy, and the brewery prior to commencing beer manufacturing activities.

4. **Authority; Priority of Amendment.** This Third Amendment is executed by the Parties' authorized representatives. Except as expressly modified herein, all of the terms of the Concession Agreement shall remain unchanged and in full force and effect, and the Parties shall continue to fulfill their respective obligations under the Concession Agreement as amended by this Third Amendment. To the extent of any conflict between the terms of the Concession Agreement and the terms of this Third Amendment, the terms of this Third Amendment shall control.

5. **Captions.** The captions appearing in this Third Amendment are for convenience only and are not a part of this Third Amendment and do not in any way limit, amplify, define, construe, or describe the scope or intent of the terms or provisions of this Third Amendment.

6. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same document.

7. **Effective Date.** The effective date of this Third Amendment is January 1, 2025

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK, SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment on the respective dates set forth below.

**GOLDEN STATES CONCESSIONS AND CATERING, INC.**, a California corporation

DATED: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF LAKE ELSINORE**, a public body, corporate and politic

DATED: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Jason Simpson, Executive Director

ATTEST:

\_\_\_\_\_  
Candice Alvarez, MMC,  
Successor Agency Clerk

APPROVED AS TO FORM:

LEIBOLD, MCCLENDON & MANN, P.C.,  
Successor Agency General Counsel

By: \_\_\_\_\_  
Barbara Zeid Leibold

# EXHIBIT "A"

## SITE MAP/DIAGRAM FOR LICENSED AREA

Department of Alcoholic Beverage Control

State of California  
Gavin Newsom, Governor

### SUPPLEMENTAL DIAGRAM

#### Instructions to Applicant:

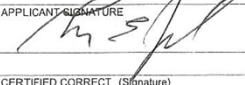
Draw a sketch of the area on which the licensed premises is or will be located. Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle) Golden State Concessions and Catering Inc.	2. LICENSE TYPE 23
3. PREMISES ADDRESS (Street number and name, city, zip code) 500 Diamond Dr., Lake Elsinore, CA 92530	4. NEAREST CROSS STREET Pete Lehr Dr.

#### DIAGRAM



I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE 	DATE SIGNED 12/1/2023
FOR ABC USE ONLY	
CERTIFIED CORRECT (Signature)	PRINTED NAME
INSPECTION DATE	

ABC-253 (rev. 07/19)

# EXHIBIT "A"