

COUNTRY THUNDER ARIZONA MUSIC FESTIVAL 2024



PINAL COUNTY

RECORD ID: SEP-025-23

APPLICATION



LARGE SPECIAL EVENT APPLICATION

SEP #

025-23

A Large Special Event means an event expected to draw more than 1000 people or exceeds 4 days in duration. A Special Events Emergency Contingency Plan (SEECF) will be required for events exceeding 500 patrons.

Note: This application must be submitted to the Special Event Coordinator at least 120 days (4 months) prior to event date. Special Event Permit fees are due at submittal.

Section 1: Applicant Information

Event Title Country Thunder Arizona Music Festival

Special Event Owner/Sponsor ("Owner"): Country Thunder West, LLC

(This will be the name listed on the insurance.)
Address: 730 Gallatin Pike N City: Madison St: TN Zip: 37115

Email address: Kim@countrythunder.com

*Telephone: 866-388-007 Cell: 615-970-0980

Web Address: www.countrythunder.com

Contact Person (Coordinator): Kim Blevins

Section 2: Property Information

Event Location Name: 20585 East Water Way, Florence, AZ

Property Owner AZ Talio Ranch, LLC

Address: 1222 N Grant Ave City: Odessa St: TX Zip: 79761

Phone Number 432-362-0404 Email roger@gbe7.com

Parcel Number (s): On file

Current Property Use: Agricultural

Section 3: General Event Information

Purpose and Description: 4 day music festival with camping on-site

Event Category (check ALL that apply):

- | | | |
|--|--|---|
| <input type="checkbox"/> Bicycle/Foot Race | <input type="checkbox"/> Dance | <input type="checkbox"/> Parade |
| <input type="checkbox"/> Fireworks | <input checked="" type="checkbox"/> Festival/Celebration | <input type="checkbox"/> Motorized vehicle race |
| <input checked="" type="checkbox"/> Carnival/Amusement Rides | <input type="checkbox"/> Wine tasting/food | <input type="checkbox"/> Tent Revival |
| <input type="checkbox"/> Circus | <input type="checkbox"/> Inflatable/Jumpers | <input type="checkbox"/> Art Show |
| <input checked="" type="checkbox"/> Concert/Performance | <input type="checkbox"/> Market/Sales | <input type="checkbox"/> Other: _____ |

Please attach a site plan(s) showing all pertinent event features such as parking areas, tents, structures, vendor locations, location of portable restrooms and showers, carnival rides, camping areas, security staging, medical stations, helipads, ingress and egress routes, major adjacent streets or highways, railroads or washes, band or recreational centers, seating areas, and fireworks shows. Be as complete and detailed as possible as this will explain the layout of your event to many departments.

Event Start Date: April 10, 2024 Event End Date: April 14, 2024
Event Hours of Operation: Wednesday 9am-10pm, Thurs 2pm-2am/Fri-Sun Noon-2am
Setup Date: April 1, 2024 Time: 8:00 am Dismantle Date: April 19, 2024 Time: 8:00 pm

Anticipated Attendance: Per Hour (peak) 25,000 Per Day total: 25,000

Is there entertainment associated with your event? Yes No

If yes, please indicate the types of entertainment

(Check all that apply): Live Music Disc Jockey (DJ) Children's Activities
 Theatrical Performance Dancing Other: _____

Will there be ADA accessible parking and pedestrian aisles throughout your event? The aisle should include accessibility to food areas, restrooms, and parking lots? Yes No

Will you be constructing any temporary structures for your event such as stages, towers, bleachers or platforms?
Yes No

Will you have any tents? Yes No what sizes and how many of each? 40-60 tents of various sizes

Does your event require electricity? Yes No

What type of electrical will be supplied?
 Metered Generators (how many? 48) Extension cords Spider box

Section 4: Public Works-Street or Right-of-Way Information

Does your event utilize any State, County or City rights of way, causing any detours or closures? Yes No
(You may be required to obtain a Rights-of-Way permit from each jurisdiction.)

If yes, please ATTACH a traffic control plan, which indicates all streets you are requesting to use and/or close. Date(s) of use: April 10 - 14, 2024

Does your event utilize a state highway for access or as part of the event? Yes No
If yes, a copy of the Arizona Department of Transportation (ADOT) permit must be included with this application.

At the discretion of the Public Works Department, applicant may be required to provide the following:

- Site map/route map of event including date and time of event.
- Traffic control plan in concurrence with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Include the name and number of the person responsible for the set up and maintenance of traffic control.
- Proof of insurance.
- Contact information for event emergency contact.

Section 5: Air Quality Information

Will your event utilize any dirt or graveled roadways, entrances, or parking areas (including overflow)?

Yes No If "yes", complete the Air Quality Special Event Checklist available at:

<http://www.pinalcountyz.gov/AirQuality/Documents/Dust/Special%20event%20application.pdf>

Call 520-866-6929 for more information.

Section 6: Alcoholic Beverage Information

Will participants be allowed to bring alcoholic beverages to your events? Yes No

Does your event utilize on site SALE of alcoholic beverages? Yes No

If yes to either of the above questions, please select all that apply: Liquor/Spirits Beer Wine

Have State permits for selling alcohol been applied for? Yes No

Information regarding a liquor license can be found at <http://www.azliquor.gov/licensing/>.

Has permission been granted by property owner to allow sales of alcohol on site? Yes No

Section 7: Environmental—Food

Will your event have any food booths where food is being prepared/cooked? Yes No

If yes, how many food booths? 26

Which of the following services will be supplied to or utilized by the food vendors?

Water Electricity Grease disposal Garbage disposal Appropriate Fire Extinguishers

Propane

You will be required to submit to Pinal County Environmental Health at least 2 weeks prior to the event temporary food booth permits for each food vendor. NOTE: If you are using any food vendors from outside Pinal County, they will be required to obtain temporary food vendor permits also. <http://pinalcountyz.gov/EnvironmentalHealth/Pages/Documents.aspx>

Section 8: Aquifer Protection-Sanitation

Will there be portable showers at this event? Yes No Will there be portable restrooms on site? Yes No

If yes, # of showers: 14-16 Fully contained? Yes No Grey water removal? Yes No

Will permanent structure restrooms be utilized for this event? Yes No

If yes, please provide the number of fixtures: Toilets 16 Urinals 8 Sinks 8

Will restrooms be provided in adjacent building (s)? Yes No

Total number of: portable restroom units: 170 POPs, and 15 ADA's - campground, 300 ADA portable restroom units: 1300 private POP's Portable Restroom Unit Provider: TBD

Total number of trash cans: 200 toters / 40 cans Dumpsters: 2-40 yd, 10-30 yd, 50- 6/yd (3 recycle), 6-4 yd

Please ATTACH an agreement between your organization and portable restroom provider that includes the number of restrooms to be provided. Please note that for events held in parks, portable restrooms must be removed in a timely manner after the event.

Section 9: Fireworks, Open Fire and Camping Information

Does your event include the use of fireworks (i.e. fireworks, rockets, lasers, or other pyrotechnics)? Yes No

If yes, you will be required to obtain a fireworks permit from Pinal County Board of Supervisors prior to all fireworks exhibitions. Please describe pyrotechnics use: _____
An artist may request pyrotechnics for their performance. At this time, no artist has made that request.

Will your event have overnight camping? Yes No Number of campsites: _____

Will your event include any open fires (i.e. campfires, bonfires, etc)? Yes No

Note: Bonfires require a government agency sponsor; campfires must be less than 3 feet in diameter and 2 feet in height. Please describe types of fires that are planned:

N/A

***If your event will have fireworks and/or open fires you will be required to have on-site fire protection services from a fire department. Please provide a signed copy of the fire protection services contract with this application.

Section 10: Security and Medical Plan

Have you contacted Pinal County Sheriff's Office (PCSO) regarding the requirements for obtaining Deputies or private security staff to provide security for your event? Yes No

Do you have a contract in place for their services? Yes No

Please include a copy of all contracts with this application. Note: PCSO may require you to sign a contract for their services.

Number of PCSO personnel: 70 Number of private security personnel: 110

Has the sponsor contracted with a medical provider, such as an ambulance provider, a fire department or a private medical provider, for medical support for your event? Yes No

***If yes, please provide a copy of all contracts from the medical providers. The contracts must include 24 hour emergency contact information for on-site medical supervisors; number, size and operation hours of the medical stations; number of ambulances; number of personnel and work schedule; type of medical equipment and supplies utilized by medical personnel for the event.

Emergency contact for medical service provider DURING event: Name Casey O'Brien Number 480-586-8862

Please indicate the following:

Total number of medical personnel for the event: 15 Number of Paramedics: 8
Number of EMTs: 7 Number of ambulances: 1 Number of helipads: 1 GPS coordinates of helipads: 33.04.521b
Number of medical stations: 1 Medical station shall provide basic necessities such as water, a place to lie down, a tent for protection, heating and/or cooling, etc.

Mobile Medical Teams (a medical team = 1 Paramedic and 1 EMT)

Number of foot teams: 3 cart teams Number of cart teams: _____ Number of bike teams: 0

Please note that Emergency Management and Public Health will work with you to create an efficient medical and emergency plan for your event.

Section 11: Insurance Requirements

The Pinal County Risk Manager, at Risk Manager's sole discretion, will determine insurance requirements for a Special Event following receipt of a Special Event Application/Permit. Insurance requirements apply to Special Event vendors, amusement ride companies and fireworks producers, their contractors and subcontractors as well as Special Event Owners/Sponsors. Requirements will depend, including but not limited to, on hazards and exposures associated with the specific Special Event.

Minimum required insurance shall be provided by companies licensed in the State of Arizona with a current AM Best, Inc. rating of A VII or better. Pinal County, its employees, volunteers and officials shall be named additional insured on all insurance policies except workers' compensation, and, except for automobile liability, Pinal County's additional insured status shall include premises liability and products/completed operations.

Coverage's shall be primary and non-contributory with respect to any other insurance available to Pinal County, its employees, volunteers and officials and shall include a waiver of rights of recovery or subrogation against Pinal County, its officials, volunteers and employees without limitation for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, this Special Event.

Original copies of certificates of insurance and additional insured endorsements must be received by Pinal County Risk Management at least fifteen (15) working days prior to the event.

Minimum insurance requirements for any Special Event requiring a Special Event Application/Permit are listed below. Additional insurance or insurance limits and conditions may be required at the sole discretion of the Pinal County Risk Manager. The minimum insurance requirements of Pinal County do not limit the indemnity provisions of this Special Event Application/Permit and agreements. Pinal County does not represent that the minimum required insurance is adequate to protect the interests of any Special Event Owner/Sponsor, producer, vendor, their contractors or subcontractors or any other person or entity.

MINIMUM INSURANCE REQUIREMENTS:

Commercial General Liability (occurrence form) including products/completed operations, premises liability, broad form property damage and contractual liability:

Small Event: \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate

Large Event: \$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate

Very Large Event: \$5,000,000 per occurrence, \$5,000,000 products/completed operations aggregate, \$10,000,000 general aggregate

Other liability insurance if applicable:

Liquor Liability:

Small Event: \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate

Large Event: \$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate

Very Large Event: \$5,000,000 per occurrence, \$10,000,000 products/completed operations aggregate, \$10,000,000 general aggregate

Fireworks production: \$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate

Carnival/amusement rides: \$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate

Automobile Liability Insurance: Covering any automobiles or trucks used for the event: \$1,000,000 combined single limit including hired and non-owned auto

Workers' Compensation Insurance: Statutory limits and including Employer's Liability insurance of \$1,000,000 each accident, \$1,000,000 each disease and \$1,000,000 disease policy limits

INDEMNIFICATION

In consideration of the approval of a Special Event Application/Permit by Pinal County, to the fullest extent permitted by law, the Special Event Owner/Sponsor ("Owner") shall indemnify, defend, save and hold harmless Pinal County, its officials, agents, employees and volunteers ("County") without limitation from and against any and all claims, actions, liabilities, damages, losses, or expenses including but not limited to court costs, attorneys' fees, and costs of claim processing, investigation and litigation relating to, arising from, resulting from or alleged to have arisen or resulted from, the Special Event or caused, or alleged to have been caused, in whole or in part, by the acts or omissions of the County or Special Event Owner/Sponsor or any of their officials, owners, directors, employees, agents, contractors, subcontractors, invitees, participants or volunteers. It is agreed that Special Event Owner/Sponsor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Special Event Owner/Sponsor agrees to waive all rights of subrogation against County for losses arising or resulting from the Special Event.

OTHER GENERAL RISK MANAGEMENT REQUIREMENTS:

County Property: This Special Event Application/Permit is for Pinal County property and shall not be construed as authorization for use of adjacent private or public property, grounds or land. Special Event Owner/Sponsor shall be responsible for obtaining all necessary permits or agreements.

Damage to Pinal County Property: Special Event Owner/Sponsor will promptly compensate or reimburse Pinal County the full amount of any damage to, or loss of use of, Pinal County buildings, facilities, grounds, lands, water or property caused by Special Event Owner/Sponsor, its officers, officials, employees, members, guests, invitees or participants.

Compensation or reimbursement to Pinal County shall also include, but not limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

Damage to Special Event Owner/Sponsor Property: Pinal County shall not be responsible for loss of, damage to, or loss of use of tangible or intangible property of Special Event Owner/Sponsor, its officers, officials, employees, members, guests, invitees or participants.

Section 12: Signature

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Pinal County Special Event Ordinance, and I understand that this application is made subject to the rules and regulations established by Pinal County. I agree to comply with all other requirements of the County, State and Federal Government and any other applicable entity that may pertain to the use of the Event venue and the conduct of the Event

Kim Blevins

Special Event Owner/Sponsor ("Owner"): (Print) _____

Signature:  _____ Date: 11-20-23

Pinal County Special Event Coordinator:  _____ Date: 3/21/2024

Chairman
Pinal County Board of Supervisors

ATTEST:

Clerk of the Board

Revised 4/2021



PINAL COUNTY
DEVELOPMENT SERVICES

NOTICE OF CONTINGENCIES

The Special Event Committee acknowledges SEP-025-23 - Country Thunder Arizona Music Festival 2024 as a permitted event, contingent upon fulfillment of the below listed requirements. All requirements listed below must be met prior to the inception of the event in order for this permit to be recognized as valid. If requirements are not met, it would render this permit null and void.

Outstanding Requirements:

1. Building Safety Permitting
 - a. Applicant must fulfill and adhere to all applicable Pinal County Building Safety regulations & permitting requirements.
2. ADOT & Traffic Control Plan
 - a. Traffic Control Plan approval is contingent upon applicant providing proof of permit(s) or clearance from an authorized ADOT representative stating all ADOT requirements have been met.
3. Public Health & Office of Emergency Management
 - a. Applicant is responsible for satisfying any outstanding Pinal County Public Health Department and Office of Emergency Management requirements.
4. Planning Permitting Fees
 - a. Applicant is responsible for satisfying any outstanding fees accrued by the special event permitting processes.



3/21/24

Special Event Coordinator

Date

Board of Supervisors (Chairman) Date

**PROPERTY OWNER
AUTHORIZATION**

AZ Talio Ranch, LLC.

PROPERTY LEASE

Date: January 1, 2024

Landlord: AZ Talio Ranch, LLC.

Landlord's Address:

1222 N. Grant Ave
Odessa, TX 79761

Tenant: Country Thunder West, LLC.

Tenant's Address:

730 Gallatin Pike N.
Madison, TN 37115

Premises: SURFACE ONLY of approximately 346 +/- acres of land, situated in Pinal County, Arizona and all improvements ("Land").

Base Rent: One hundred, sixty-seven thousand, nine hundred eighty-nine dollars and fifty-five cents, (\$167,989.55) for one annual event, due on the final day of the scheduled event.

Maintenance Fee:

On the first day of the event, Tenant agrees to pay Landlord an additional fee of \$7,500.00 for Landlord's maintenance of the leased premises. Landlord agrees to maintain the condition of the property for the permitted use throughout the term of this lease and all extensions thereof. All necessary maintenance shall be determined annually by both Landlord and Tenant and Landlord shall take the necessary steps to ensure maintenance of the leased premises for the permitted use. In return for the extended maintenance of the leased property, Landlord is allowed to use the property for additional events at no charge.

Annual Increase:

The rent amount shall increase Three Percent (3%) annually from the previous year's rental amount. Tenant is responsible for paying all increases according to the terms and conditions of this Agreement.

Term (months): 120 months

Commencement

Date: January 1, 2024

Termination Date: December 31, 2033

Security Deposit: \$0.00

Permitted Use: One (1) Music festival and other various entertainment venues.

County Thunder Music Festival receives the exclusive rights to promote one (1) country music festival on the leased premises per year.

Brian Andrews of County Thunder Music Festivals will have until May 31st of each year of the lease to propose financial terms for a second country music festival. If the terms are not agreed upon by the parties by June 30th of each year of the lease, County Thunder Music Festivals will not have the exclusive right to promote a second county music festival on the leased premises for that calendar year of the lease.

Country Thunder Music Festivals or its partner in the festival, have the first right of refusal to match any other promoter's offer to lease the premises for an additional music festival that is not country music or a related genre.

Definitions

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to-

1. Lease the Premises for the entire **Country Thunder Event** for the Period beginning seven (7) days prior to the Event commencement date and ending the Period of lease seven (7) days after the final day of the Event.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Arizona Agriculture Commissioner.
4. Pay the Base Rent when it is due to Landlord and Landlord's Address.
5. Pay a late charge of ten percent (10%) of any Rent not received by Landlord by the tenth day after it is due.
6. Pay for all labor, fuel, and utility services used by Tenant.

7. Pay all taxes on the Tenant's personal property located on the Premises.
8. Allow Landlord to enter the Premises to inspect the Premises and show the Premises to prospective purchasers or tenants.
9. Repair, replace, and maintain any part of the Premises used by Tenant, Tenant's employees, contractors, vendors, and invitees, including replacement of any cut or damaged trees.
10. Repair any damage to the Premises, Land, or Excluded Improvement, including the condo/apartments, and any trees, cacti and or landscaping caused by Tenant, Tenant's employees, contractors, vendors and or invitees.
11. **INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S USE OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (A) IS INDEPENDENT OF TENANT'S INSURANCE, (B) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS; COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (C) WILL SURVIVE THE END OF THE TERM, AND (D) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**
12. Vacate the Premises seven (7) days after the final day of the Event.
13. Maintain adequate records on all matters related to income produced from the property and provide Landlord with a copy.
14. Keep all gates on the Premises closed and locked.
15. Enter and exit the Premises only at those places designated by Landlord.
16. Provide general liability insurance and liquor liability insurance in an amount to be determined by Landlord, but in no event less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

B. Tenant agrees not to-

1. Use the Premises for any purpose other than the Permitted Use.

2. Create or allow a nuisance or permit any waste of the Premises.
3. Change Landlord's lock system.
4. Altering the Premises or allowing, employees, contractors, vendors, or invitees to alter the Premises, including clearing new roads, clearing, cutting, removing or damaging landscaping or trees, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home without Landlord's permission, which will not be unreasonably withheld.
5. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
6. Make any new or change any existing agreement with any governmental entity.
7. Hunt or fish on the Land or allow anyone else to do so.
8. Litter or leave trash, debris, or waste of any kind on the Premises or allow any of Tenant's employees, contractors, vendors, or invitees to do so.
9. Allow a lien to be placed on the Premises.
10. Allow a lien to be placed on the crops raised on or harvested from the Premises.

C. Landlord agrees to-

1. Lease the Premises for the entire Country Thunder Event for the Period beginning seven (7) days prior to the Event commencement date and ending the Period of lease seven (7) days after the final day of the Event. Landlord agrees to provide Tenant access to the property fourteen (14) days prior to the first day of the event.
2. Provide its license or one of its affiliates' liquor license for the on premise consumption of alcohol during the event. Landlord shall have the exclusive right to sell and serve alcohol during all events produced by Tenant.

D. Landlord agrees not to –

1. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. **Alterations.** Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at

termination of this lease or end of the event and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. **Abatement.** Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. **Release of Claims/Subrogation.** TENANT RELEASES LANDLORD FROM ANY AND ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S PROPERTY LOCATED ON THE PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**
4. **Condemnation/Substantial or Partial Taking**
 - A. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.
 - B. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
 - C. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
5. **Default by Landlord/Events.** A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursues such cure.
6. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to sue for damages and terminate this lease. If Tenant or any Agent is awarded a money judgment against Landlord, then recourse for the satisfaction of such judgment shall be limited to an amount equal to one year of base rent. The base rent year to be used to determine the amount of base rent amount shall be the year in which the alleged breach resulting in such judgment occurred. No asset of Landlord, and no asset of any of Landlord's Representatives (or any past, present or future board member, partner, director, member, officer, trustee, employee, agent, representative or advisor of any of the (each, an "officer")) or any other person or entity, shall be available to satisfy or be subject to any such judgment. No such Landlord's

Representative, officer, or other person or entity shall be held to have personal liability for satisfaction of any claim or judgment whatsoever under this Lease.

7. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; (c) failing to comply, within five (5) days after written notice, with any provision of this lease other than the condemnation provisions set forth in (A) and (B) above.
8. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are (a) to receive \$100,000.00 in additional liquidated damages; (b) to accelerate all rent amounts due and penalties making all monies owed due immediately; (c) to enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (d) to enter the Premises and perform Tenant's obligations; and (e) to terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be farming the Premises, until the default is cured, without being liable for damages.
9. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
10. **Holdover.** If Tenant does not vacate the Premises following termination of this lease Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
11. **Alternative Dispute Resolution.** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
12. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees, court costs, and other litigation costs and fees.
13. **Choice of Law and Venue.** This Agreement shall be governed and construed in accordance with laws of the State of Texas. Exclusive venue is in Ector County, Texas.
14. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representation, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

15. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
16. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
17. **Notices.** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.


Landlord:
Irving One, LLC
1222 N. Grant Ave.
Odessa, TX 79761

Tenant
County Thunder East, LLC
730 Gallatin Pike N.
Madison, TN 37115

18. **Mineral Interests.** This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefore. Any damages to growing crops arising from an oil, gas, or mineral interest will be divided between Landlord and Tenant in the same proportions as the crops are divided.
19. **Landlord's Use.** Landlord retains the right to enter on and use and/or permit third parties to enter on and use the Premises for hunting, fishing, and other uses that do not materially interfere with Tenant's rights.
20. **Business Days.** In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday in the State of Texas, the applicable date or period shall be extended to the first business day following such holiday.
21. **No Recordation.** Without the prior written consent of Landlord, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto to Tenant without the prior written consent of Landlord shall constitute a default hereunder by Tenant, whereupon this Agreement shall, at the option of Landlord, terminate and be of no further force and effect.

22. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which is to be deemed an original for all purposes. This Agreement may be executed by facsimile signature.
23. **Severability.** Each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate allowed by law.
24. **Extension Option.** Tenant has the option to extend the Lease agreement two (2) additional five (5) year periods.

LANDLORD


AZ Talio Ranch, LLC. 2.12.24.
Roger Gearhart, Manager Date

TENANT


Country Thunder West, LLC 02/06/2024
Kim Blevins, Executive Director Date

Schafer Farms, LLC.

LAND LEASE – 2024

Schafer Farms, LLC

This Lease made and entered into at Florence, Pinal County, State of Arizona, on October 31, 2024, by and between Schafer Farms, LLC (Lessor) and Country Thunder West, LLC (Lessee).

The Lessor and the Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained agrees as follows:

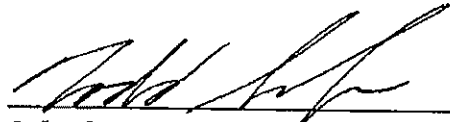
- 1) Description of Premises.
 - a. Parcel 201-19-001A. The demised premises shall consist of approximately 61.15 acres total. For the 2024 festival, Lessee has leased 23.3 acres of parcel, which is presently vacant agricultural land situated upon the parcel of real estate described on Exhibit attached hereto. The exact location of the demised Premises within and upon said tract of land is more specifically delineated on the site plan of the music festival as shown on the attached Exhibit and marked as Outback Camping. Outback 10.35 acres and Desperado 12.95 acres for 23.3 acres total = \$18,640.00
- 2) Term of Lease. The term of this Lease shall be for a period of 1 year, commencing upon execution and termination on May 17, 2024.
- 3) Rent. Lessee shall pay to Lessor as rent for the used and possession of the Premises. Half of rent payment (\$9,320) due on January 1, 2023 with the remaining balance (\$9,320) due no later than April 1, 2023. Parcel 201-19-001A the total sum of \$18,640.00.
- 4) Use of Premises. The premises shall be used for the purpose of motor vehicle and camping to accommodate the patrons of a Country music festival scheduled for April 11-14th, 2024. The premises shall not be used for any other purpose with Lessors prior written consent.
- 5) Payment of utilities. Lessee shall pay all charges for the furnishings of gas, electricity and any other public utilities to the Premises.
- 6) Ingress/Egress. Lessor agrees to install culvert for access to parcel for the term of lease, at its own expense.
- 7) Waste or Nuisance. Lessee shall not commit or permit the commission by others of any wasted on the Premises; maintain,

commit, or permit the maintenance or commission of any nuisance on the Premises, or use or permit the use of the Premises for any unlawful purpose. Lessee further agrees to be responsible for obtaining all required permits and licenses and approval from the required governmental units for the proposed use of the demised Premises and to provide copies of the same to Lessor upon Lessor's demand.

- 8) Maintenance. Lessor shall have property in a clean and cut condition by April 1, 2024. Lessee shall, at its expense, keep and maintain the Premises in a sage and clean condition as they were when received from Lessor and agrees to restore the same to its previous condition, subject to reasonable wear and tear as might be anticipated from the nature of Lessee's proposed use. Lessee shall be responsible for delivering the Premises to Lessor free of all litter and debris occasioned by the use of the Premises by Lessee and its festival patrons. Lessee shall be off property by April 1, 2024.
- 9) Hold Harmless. Lessee shall indemnify and hold Lessor and its property or expense resulting from lessee's occupation and use of the Premises, including without limitation, any claim, liability, loss or damage arising by reason of:
 - a. Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the improvements or personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or its agent, officer, or employees.
 - b. Any work performed on the Premises or material furnished to the Premises by or at the request of Lessee or its agents or employees.
 - c. Any failure by Lessee to perform any provision of this lease or to comply with any requirement imposed on it or on the Premises by any duly authorized governmental agency or political subdivision.
- 10.) Governing Law. The lease shall be construed in accordance with and governed by the law of the State of Arizona.
- 11.) Entire Agreement. This lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understanding or agreements between the parties' relative thereto.

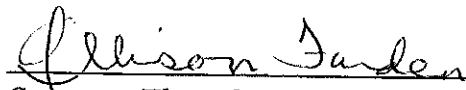
EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by swearing upon their signatures as follows:



Schafer Farms, LLC (Lessor)

12/6/2023
Date



Country Thunder West, LLC (Lessee)
Kim Blevins

12-15-23
Date

Pedro & Tatum Egurrola

Pedro & Tatum Egurrola LAND LEASE – 2024

This Lease made and entered into at Florence, Pinal County, State of Arizona, on October 31, 2023, by and between Pedro & Tatum Egurrola, (Lessor) and Country Thunder West, LLC (Lessee).

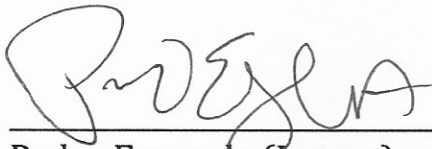
The Lessor and the Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained agrees as follows:

- 1) Description of Premises.
 - a. 201-19-001E2, 5 acres. Commencing at the Southwest parcel corner of section 16, township 04 South, range 10 East, thence West 2, Sunset Campground. \$950 per acre, \$4750 total
- 2) Term of Lease. The term of this Lease shall be for a period of 16 days, commencing upon April 1, 2024 execution and termination on April 16, 2024.
- 3) Rent. Lessee shall pay to Lessor as rent for the used and possession of the Premises. Half of rent payment (\$2,375.00) due on January 1, 2024 with the remaining balance (\$2,375.00) due no later than April 1, 2024. Parcel 201-19-001E2 the total sum of \$4,750.00.
- 4) Use of Premises. The premises shall be used for the purpose of motor vehicle and camping to accommodate the patrons of a Country music festival scheduled for April 11-14th, 2024. The premises shall not be used for any other purpose with Lessors prior written consent.
- 5) Payment of utilities. Lessee shall pay all charges for the furnishings of gas, electricity and any other public utilities to the Premises.
- 6) Ingress/Egress. Lessor agrees to install culvert for access to parcel for the term of lease, at its own expense.
- 7) Waste or Nuisance. Lessee shall not commit or permit the commission by others of any wasted on the Premises; maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, or use or permit the use of the Premises for any unlawful purpose. Lessee further agrees to be responsible for obtaining all required permits and licenses and approval from the required governmental units for the proposed use of the demised Premises and to provide copies of the same to Lessor upon Lessor's demand.

- 8) Maintenance. Lessor shall have property in a clean and cut condition by April 1, 2024. Lessee shall, at its expense, keep and maintain the Premises in a safe and clean condition as they were when received from Lessor and agrees to restore the same to its previous condition, subject to reasonable wear and tear as might be anticipated from the nature of Lessee's proposed use. Lessee shall be responsible for delivering the Premises to Lessor free of all litter and debris occasioned by the use of the Premises by Lessee and its festival patrons. Lessee shall be off property by April 1, 2024.
- 9) Hold Harmless. Lessee shall indemnify and hold Lessor and its property or expense resulting from lessee's occupation and use of the Premises, including without limitation, any claim, liability, loss or damage arising by reason of:
- a. Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the improvements or personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or its agent, officer, or employees.
 - b. Any work performed on the Premises or material furnished to the Premises by or at the request of Lessee or its agents or employees.
 - c. Any failure by Lessee to perform any provision of this lease or to comply with any requirement imposed on it or on the Premises by any duly authorized governmental agency or political subdivision.
- 10.) Governing Law. The lease shall be construed in accordance with and governed by the law of the State of Arizona.
- 11.) Entire Agreement. This lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understanding or agreements between the parties' relative thereto.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by swearing upon their signatures as follows:



Pedro Egurrola (Lessor)

2/6/24
Date



Country Thunder West, LLC (Lessee)
Brian Andrews

02/08/2024
Date

VAGLB, LLC.

LAND LEASE
Term: 2023 - 2033

This Lease made and entered into at Florence, Pinal County, State of Arizona, on November 28, 2022 (date), by and between VAGLB, LLC (Lessor) and Country Thunder West, LLC (Lessee).

The Lessor and the Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained agrees as follows:

1. Description of Premises.
 - a. Parcel 201-19-004B. The demised premises shall consist of approximately 23 acres total, Lessee has leased acres of parcel which is presently vacant agricultural land situated upon the parcel of real estate described on Exhibit attached hereto. The exact location of the demised Premises within and upon said tract of land is more specifically delineated on the site plan of the music festival as shown on the attached Exhibit and marked as Last Chance Camping.
 - b. Parcel 201-19-004G. The demised premises shall consist of approximately 10 acres total, which is presently vacant agricultural land situated upon the parcel of real estate described on Exhibit attached hereto. The exact location of the demised Premises within and upon said tract of land is more specifically delineated on the site plan of the music festival as shown on the attached Exhibit and marked as Sidewinder Camping.
 - c. Parcel 201-19-004F. The demised premises shall consist of approximately 10 acres total, which is presently vacant agricultural land situated upon the parcel of real estate described on Exhibit attached hereto. The exact location of the demised Premises within and upon said tract of land is more specifically delineated on the site plan of the music festival as shown on the attached Exhibit and marked as Encore Camping.
 - d. Parcel 201-19-004F. The demised premises shall consist of approximately 2 acres total, which is presently vacant agricultural land situated upon the parcel of real estate described on Exhibit attached hereto. The exact location of the demised Premises within and upon said tract of land is more specifically delineated on the site plan of the music festival as shown on the attached Exhibit and marked as Encore Camping.

Parcel 201-19-001D. Section 16, Township 04S, Range 10 E. S/2 16-04S-10E Line north of Gila River & South of R/R, Except the W-1000 thereof, 69.16. 980 feet east of SE corner 600 North. The demised premises shall consist of approximately 41.8 acres total, Lessee has leased acres of parcel which is presently vacant agricultural land situated upon the parcel of real estate described on Exhibit attached hereto. The exact location of the demised Premises within and upon said tract of land is more specifically delineated on the site plan of the music festival as shown on the attached Exhibit. (Wildhorse 15.85 acres, Ponderosa 18.21 acres, Sunset 10.63 acres = 44.69 acres) x \$1,012.49 per acre. A 3% increase will be added each year.

2. Term of Lease. The term of this Lease shall be for a period of 10 years, commencing April 1, 2023 and terminating on April 1, 2033 ("2023 Use

Period”) and 21 days in April 2023 exact dates to be determined by Lessee by January 1, 2023 (“2023 Use Period”).

3. Rent. Lessee shall pay to Lessor as rent for the use and possession of the Premises. The balance shall be due no later than April 1 of each term year.
 - a. Parcel 201-19-004B (23 acres) the total sum of \$23,287.27.
 - b. Parcel 201-19-004G (10 acres) the total sum of \$10,124.90.
 - c. Parcel 201-19-004F (10 acres) the total sum of \$10,124.90.
 - d. Parcel 201-19-004F (2 acres) the total sum of \$2,024.98
 - e. Parcel 201-19-001D (44.69 acres) the total sum of \$45,248.18
4. Use of Premises. The Premises shall be used for the purpose of motor vehicle parking and camping to accommodate the patrons of Country Thunder the years of 2023 - 2033 (dates to be determined by Lessee). The Premises shall not be used for any other purpose with Lessor’s prior written consent. Lessor represents and warrants that the Premises will be in a clean, fully-functioning, suitable state for Lessee’s permitted uses upon the commencement of each Use Period during the Term.
5. Payment of Utilities. Lessor shall pay all charges for the furnishings of gas, electricity and any other public utilities to the Premises, including usage of well during each Use Period.
6. Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on the Premises; maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, or use or permit the use of the Premises for any unlawful purpose. Lessee further agrees to be responsible for obtaining all required permits and licenses and approval from the required governmental units for the proposed use of the demised Premises and to provide copies of the same to Lessor upon Lessor’s demand.
7. Maintenance. Lessee shall, at its expense, keep and maintain the Premises in as safe and clean condition as it was when received from Lessor and agrees to restore the same to its previous condition, subject to reasonable wear and tear as might be anticipated from the nature of Lessee’s proposed use. Lessee shall be responsible for delivering the Premises to Lessor free of all litter and debris occasioned by the use of the Premises by Lessee and its festival patrons.
8. Termination. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any warranty, covenant or other provision of this Agreement, or if any representation made by such party shall be untrue in any material respect at any point during the Term, which breach or misrepresentation is not curable or (if curable)remains uncured 10 business days after written notice thereof; (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company); an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an

administrator is given or if an administrator is appointed, over the other party (being a company); a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; the other party is the subject of a bankruptcy petition or order; or (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

9. In addition to any other right set out herein, Lessee may terminate this Agreement immediately on written notice to Lessor without further liability for such termination: (a) if any act or omission of Lessor brings or is likely to bring Lessee and/or the Country Thunder event into disrepute or negatively impact the reputation and good standing of either; or (b) if Lessee does not hold the Country Thunder event in Florence Arizona.
10. Lessee Hold Harmless. Lessee shall indemnify and hold Lessor and its property or expense resulting from Lessee's occupation and use of the Premises, including without limitation, any claim, liability, loss or damage arising by reason of:
 - a. Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the improvements or personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or its agent, officer, or employees;
 - b. Any work performed on the Premises or material furnished to the Premises by or at the request of Lessee or its agents or employees;
 - c. Any failure by Lessee to perform any provision of this lease or to comply with any requirement imposed on it or on the Premises by any duly authorized governmental agency or political subdivision;
 - d. Excluding any such claim, loss or damage resulting from Lessor's negligence or willful misconduct.
11. Lessor Hold Harmless. Lessor shall indemnify and hold Lessee harmless from and against any and all claims, loss or damage resulting from Lessor's negligence or willful misconduct.
12. Governing Law. The lease shall be construed in accordance with and governed by the law of the State of Arizona.
13. Entire Agreement. This lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understanding or agreements between the parties' relative thereto.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by swearing upon their signatures as follows:

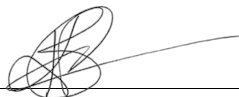


VAGLB, LLC

(Lessor)

12/07/22

Date



Country Thunder West, LLC

(Lessee)

12/07/22

Date

Kim Blevins

Insurance Addendum to Lease

Date: January 1, 2020

Landlord: VAGLB, LLC

Lessee: Country Thunder West, LLC

This insurance addendum is part of the lease.

Tenant agrees to -

1. Maintain the liability insurance policies required below during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance	Minimum Policy Limit	
Commercial general liability (occurrence basis) endorsed to cover farm operations	Per occurrence:	<u>\$1,000,000</u>
	Aggregate:	<u>\$5,000,000</u>

2. Comply with the following additional insurance requirements:

a. All liability policies must be endorsed to name Lessor as an "additional insured" on a form that does not exclude coverage for the contributory ordinary negligence of Lessor from the definition of "insured contract."

b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Lessee to Lessor before entering the Premises and thereafter at least ten days before the expiration of the policies.

Mike Cundall

LAND LEASE
Term: 2023-2024

This Lease made and entered into at Florence, Pinal County, State of Arizona, on March 30, 2021 (date), by and between Mike Cundall (Lessor) and Country Thunder West, LLC (Lessee).

The Lessor and the Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained agrees as follows:

1. Description of Premises.
 - a. Parcel 201-19-004E. The demised premises shall consist of approximately 10 acres total, (excluding the Northwest 178' x 195' containing the Stone House and the portion North of Price Road), which is presently vacant agricultural land situated upon the parcel of real estate described on Exhibit attached hereto. The exact location of the demised Premises within and upon said tract of land is more specifically delineated on the site plan of the music festival as shown on the attached Exhibit and marked as Canyon Camping.
2. Term of Lease. The term of this Lease shall be for a period of 21 days, commencing March 25, 2023 and terminating on April 21, 2023 ("2021 Use Period") and 21 days in April 2024 exact dates to be determined by Lessee by September 1, 2023 ("2023 Use Period").
3. Rent. Lessee shall pay to Lessor as rent for the use and possession of the Premises. The 2023 rent is \$1012/acre. Rent is due April 1, 2023 and April 1, 2024. A 3% increase for 2024 will be \$1042 per acre. 2023 Payment due April 1, 2023 for the 2023 festival.
 - a. Parcel 201-19-004E the total sum of \$10,120.00.
4. Use of Premises. The Premises shall be used for the purpose of motor vehicle parking and camping to accommodate the patrons of a County music festival scheduled for April 13 - 16, 2023 and 2024 (dates to be determined by Lessee). The Premises shall not be used for any other purpose with Lessor's prior written consent. Lessor represents and warrants that the Premises will be in a clean, fully-functioning, suitable state for Lessee's permitted uses upon the commencement of each Use Period during the Term. The Lessor agrees to irrigate and remove all visible animal waste on Parcel 201-19-004E 2 weeks prior to the commencement date (March 30, 2023) in order for the land to be ready for patron parking and camping. 2024 dates to be determined.

5. **Payment of Utilities.** Lessor shall pay all charges for the furnishings of gas, electricity and any other public utilities to the Premises, including usage of well during each Use Period.
6. **Waste or Nuisance.** Lessee shall not commit or permit the commission by others of any waste on the Premises; maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, or use or permit the use of the Premises for any unlawful purpose. Lessee further agrees to be responsible for obtaining all required permits and licenses and approval from the required governmental units for the proposed use of the demised Premises and to provide copies of the same to Lessor upon Lessor's demand.
7. **Maintenance.** Lessee shall, at its expense, keep and maintain the Premises in as safe and clean condition as it was when received from Lessor and agrees to restore the same to its previous condition, subject to reasonable wear and tear as might be anticipated from the nature of Lessee's proposed use. Lessee shall be responsible for delivering the Premises to Lessor free of all litter and debris occasioned by the use of the Premises by Lessee and its festival patrons. Immediately after completion of the load-out during each applicable Use Period, the Parties shall jointly inspect the physical condition of the Premises to ensure it has been returned to its previous condition (less reasonable wear and tear). Any required repairs or remedies shall be documented in the Inspection Report attached hereto in **Exhibit A**. Upon completion of inspection and/or successful completion of documented repairs, Lessee shall be discharged from further liabilities in connection with the Premises. Notwithstanding the foregoing, should Lessee fail to vacate and return the Premises to its prior condition upon termination of the applicable Use Period, a charge of \$1,000.00 per day shall apply during such holdover period.
8. **Termination.** Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any warranty, covenant or other provision of this Agreement, or if any representation made by such party shall be untrue in any material respect at any point during the Term, which breach or misrepresentation is not curable or (if curable) remains uncured 10 business days after written notice thereof; (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; (c) the other party suspends, or threatens to suspend, payment of its debts

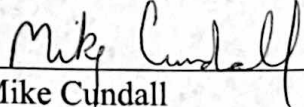
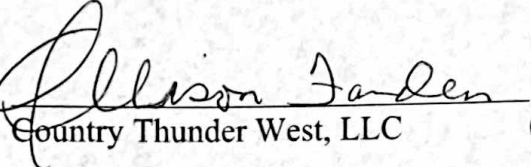
or is unable to pay its debts as they fall due or admits inability to pay its debts; (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company); an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; the other party is the subject of a bankruptcy petition or order; or (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

9. In addition to any other right set out herein, Lessee may terminate this Agreement immediately on written notice to Lessor without further liability for such termination: (a) if any act or omission of Lessor brings or is likely to bring Lessee and/or the Country Thunder event into disrepute or negatively impact the reputation and good standing of either; or (b) if Lessee does not hold the Country Thunder event in Florence Arizona.
10. Lessee Hold Harmless. Lessee shall indemnify and hold Lessor and its property or expense resulting from Lessee's occupation and use of the Premises, including without limitation, any claim, liability, loss or damage arising by reason of:
 - a. Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the improvements or personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or its agent, officer, or employees;
 - b. Any work performed on the Premises or material furnished to the Premises by or at the request of Lessee or its agents or employees;
 - c. Any failure by Lessee to perform any provision of this lease or to comply with any requirement imposed on it or on the Premises by any duly authorized governmental agency or political subdivision;
 - d. Excluding any such claim, loss or damage resulting from Lessor's negligence or willful misconduct.
11. Lessor Hold Harmless. Lessor shall indemnify and hold Lessee harmless from and against any and all claims, loss or damage resulting from Lessor's negligence or willful misconduct.

12. **Governing Law.** The lease shall be construed in accordance with and governed by the law of the State of Arizona.
13. **Entire Agreement.** This lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understanding or agreements between the parties' relative thereto.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by swearing upon their signatures as follows:

 Mike Cundall (Lessor)	<u>4-7-22</u> Date
 Country Thunder West, LLC (Lessee)	<u>4-7-22</u> Date

Kim Blevins

Insurance Addendum to Lease

Date: April 6, 2022

Landlord: Mike Cundall, US Preferred Realty

Lessee: Country Thunder West, LLC

This insurance addendum is part of the lease.

Tenant agrees to -

1. Maintain the liability insurance policies required below during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance

Minimum Policy Limit

Commercial general liability
(occurrence basis) endorsed to
cover farm operations

Per occurrence: \$1,000,000
Aggregate: \$5,000,000

2. Comply with the following additional insurance requirements:
 - a. All liability policies must be endorsed to name Lessor as an "additional insured" on a form that does not exclude coverage for the contributory ordinary negligence of Lessor from the definition of "insured contract."
 - b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Lessee to Lessor before entering the Premises and thereafter at least ten days before the expiration of the policies.

Exhibit A

Inspection Report - 2023

Lessee Load-out Date: _____

Inspection Date: _____

Issue	Agreed Remedy/Cost	Date Completed

By executing the below, the parties agree that the Premises has been restored to its prior condition (reasonable wear and tear excepted). Lessee shall not be liable for any damage or debris which may occur on the Premises after the date of execution below. Lessor hereby waives, releases and forever discharges Lessee and its respective parent, subsidiary and related companies, and their respective former and current officers, directors, members, shareholders, partners, contractors, predecessors, successors, and assigns, affiliates, employees, agents, insurers, attorneys and contracting parties, from and against any and all claims, debts, expenses, grievances, liens, liabilities, obligations, causes of action, of every kind and nature whatsoever, arising out of or relating to Lessee's use of the Premises, whether known or unknown, anticipated or unanticipated, suspected or unsuspected.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this release by swearing upon their signatures as follows:

Mike Cundall (Lessor) Date

Country Thunder West, LLC (Lessee) Date

Kim Blevins

Inspection Report - 2024

Lessee Load-out Date: _____

Inspection Date: _____

Issue	Agreed Remedy/Cost	Date Completed

By executing the below, the parties agree that the Premises has been restored to its prior condition (reasonable wear and tear excepted). Lessee shall not be liable for any damage or debris which may occur on the Premises after the date of execution below. Lessor hereby waives, releases and forever discharges Lessee and its respective parent, subsidiary and related companies, and their respective former and current officers, directors, members, shareholders, partners, contractors, predecessors, successors, and assigns, affiliates, employees, agents, insurers, attorneys and contracting parties, from and against any and all claims, debts, expenses, grievances, liens, liabilities, obligations, causes of action, of every kind and nature whatsoever, arising out of or relating to Lessee's use of the Premises, whether known or unknown, anticipated or unanticipated, suspected or unsuspected.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this release by swearing upon their signatures as follows:

Mike Cundall (Lessor) _____
Date

Country Thunder West, LLC (Lessee) _____
Date

Kim Blevins

San Carlos Irrigation Project



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

San Carlos Irrigation Project
13805 North Arizona Boulevard
Coolidge, Arizona 85128

Canal Right-of-Way Access Permit

This Canal Right-of-Way Use Permit ("Permit") made this ____ day of _____, by and between the **United States of America, Bureau of Indian Affairs, San Carlos Irrigation Project (SCIP)**, hereinafter referred to as the "United States", acting pursuant to the Act of May 18, 1916 (39 Stat. 129), which Act established the Florence-Casa Grande Canal Project, and the Act of June 7, 1924 (43 Stat. 475) and all acts amendatory thereof or supplementary thereto establishing the San Carlos Irrigation Project, and associated implementing regulations under 25 CFR § 171 and 173; and _____, hereinafter referred to as Permittee.

WITNESSETH THAT:

WHEREAS, the United States owns the SCIP and holds a reserved right-of-way under the authority of the Act of August 30, 1890 (26 Stat. 471), commonly known as the Canal Act, and utilizes the reserved right for the construction, operation, maintenance of an irrigation water distribution and delivery system to serve Indian lands on the Gila River Indian Reservation and non-Indian lands in the San Carlos Irrigation and Drainage District; and

WHEREAS, the United States has contracted certain operation and maintenance activities to the District pursuant to the Secretary's 1938 Joint Works Order, and certain maintenance activities to the Joint Control Board (JCB) pursuant to the 2007 Joint Control Board Agreement authorized by Arizona Water Settlement Act (P.L.108-451), and the United States has conferred with the District and JCB concerning this right of way use request; and

WHEREAS, Permittee has requested permission to use the reserved right-of-way of the United States for the purposes specified hereinafter; and

WHEREAS, Permittee has notified by letter to underlying fee owners and obtained consents of the underlying fee owners to access the United States reserved canal right-of-way (**Exhibit A**); and

WHEREAS, the United States has reviewed the request and identified certain conditions required for the use of the reserved right-of-way; and

NOW THEREFORE, the United States will permit the use of certain reserved rights-of-way only to the extent and for the purposes set forth below:

Permittee, its employees, agents, and contractors, may temporarily access over and across the reserved right-of-way of the United States located at:

As shown in **Exhibit B**, for the purpose of:

-
1. Permittee, its employees, agents and contractors shall utilize existing access roads in accordance with any plans, drawings, guidelines and maps approved in advance by the United States.
 2. The Permittee shall hold the United States, harmless from any and all claims or liabilities arising out of the use and occupancy of said property and premises used by the Permittee, its employees, agents or any other person or injury sustained by the Permittee.
 3. The Permittee shall assume responsibility and/or liability for any and all damages to United States' irrigation system facilities that may be caused by the Permittee, its employees, agents, and contractors which include, but are not limited to, canals, laterals, ditches, wells, embankments, and service roads.
 4. It is further understood and agreed that the Permittee will pay promptly all damages that may be determined by the Project Engineer to be due to the United States for any damages resulting by utilizing said canal roads and its associated actions.
 5. The Permittee shall take all necessary measures to assure compliance with applicable Federal, and State laws and regulations now in force and effect and any amendments thereto, which by this reference are made a part hereof.
 6. The Permittee will not use, store, transport or dispose of hazardous materials on or near said premises, waters or facilities owned and/or managed by the United States and District. For purposes of this Permit, the Term "hazardous materials" shall include, without limitation, asbestos, petroleum, petroleum products, storage tanks, human waste substances defined as "hazardous substances", "hazardous waste" and/or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., and/or any other applicable federal or local laws, statutes, rules, ordinances, orders and/or requirements related to hazardous materials, hazardous waste, and/or toxic substances and any publications promulgated pursuant thereto.
 7. The Permittee shall report to the United States immediately any event which may or will result in pollution or contamination affecting lands, water or facilities owned and/or managed by the United States.
 8. That if at any time hereafter the right-of-way, or any portion thereof, is needed or required by the United States, this canal right-of-way use permit may be revoked by the United States and all uses thereunder terminated, and upon sufficient notice, the Permittee shall and will remove all property belonging to said Permittee.
 9. The Permittee shall restore the lands as nearly as possible to their original condition upon the completion of the use of the land.

10. If the Permittee does not perform the maintenance and/or rehabilitation of the right-of-way, as determined by the United States, the Permittee will be notified in writing that it must take corrective action within ten (10) days or earlier depending on impact to the system. If the Permittee does not comply with the notice, the United States may take the corrective action and charge its costs to the Permittee.
 11. The Permittee shall do everything reasonably within its power to prevent and suppress fires on or near the lands used under this Permit.
 12. The Permittee will not interfere with or diminish the ability of the United States, District, or the Joint Control Board to operate and maintain the irrigation delivery system.
 13. The Permittee will not interfere with the use of the lands by or under authority of the United States, for any purpose not inconsistent with the primary purpose for which the Permit is granted.
 14. The Permittee agrees that he will not use or cause to be used any part of said premises for an unlawful conduct or purpose and Permittee further agrees not to promote or allow access to the United States reserved rights-of-way by unauthorized individuals.
 15. It is further understood and agreed by all parties that this instrument is not a lease and is not to be taken or construed as granting any leasehold interest or right in or to the land described, but is merely a Permit terminable and revocable in the discretion of the United States, at any time, and in any event the Permit will not extend beyond _____ months from date of issue _____ .
 16. The Permittee understands the Permit shall not be assigned, nor shall Permittee transfer its right to or interest in, any of its improvements on said premises.
 17. The United States reserves the right to use any of the reserved right-of-way herein described to construct, operate and maintain all existing and future facilities on the balance of its right-of-way including, but not limited to canals, pipelines, waste ways, laterals, ditches, roadways, structures and any other facility required to improve the irrigation delivery system of the United States.
 18. This Permit makes no findings as to the right, title, or validity of the underlying fee owner, or the Permittee's interest, but merely defines the conditions under which the access to the United States reserved right-of-way will not be deemed unreasonable.
 19. Permittee, its employees, agents and contractors shall notify the San Carlos Irrigation Project Irrigation Branch Chief at least 72 hours prior to commencing work and upon completion of work requiring access to the location listed below, as shown in **Exhibit B**.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**UNITED STATES OF AMERICA
BUREAU OF INDIAN AFFAIRS
SAN CARLOS IRRIGATION PROJECT**

PERMITTEE

By: _____

Name: Ferris "Ed" Begay

Title: SCIP Project Manager

By:  _____

Name: Allison Farden

Title: Project Manager

Address: 730 Gallatin Pike N,
Madison, TN 37117

Phone: (615) 630-4515

Exhibit A

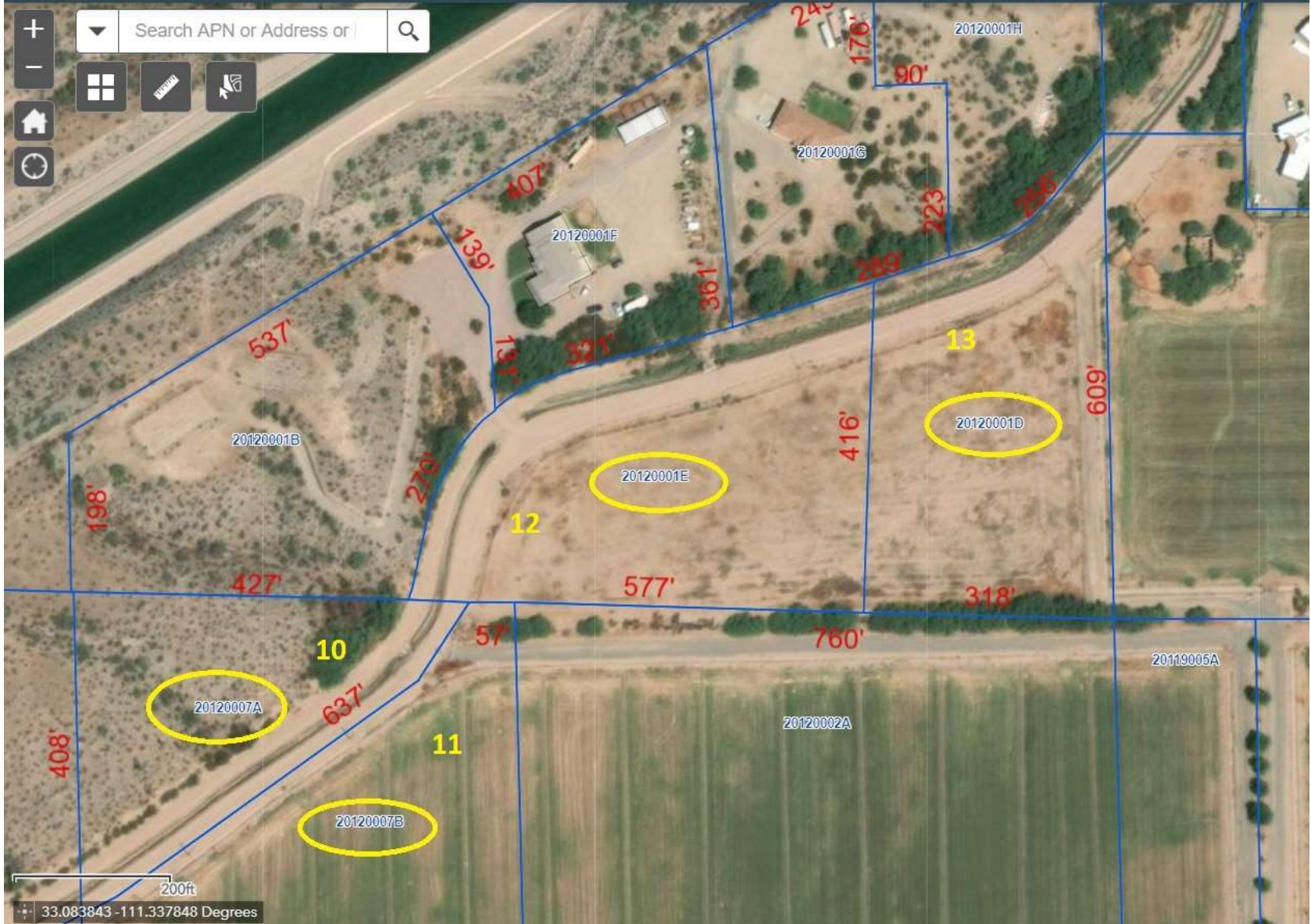
North Side Canal (AD118237) southerly operation and maintenance roadway (canal left) located in T. 4 S., R. 10 E., Sec 16 and 17.

5: AZ Talio Ranch LLC, Parcel #: 20120006D	15: AZ Talio Ranch LLC, Parcel #: 201190030
6: Diamond B Livestock LLC Parcel #: 20120006L	16: Jeffery W Burris Parcel #: 20119004D
7: John Rooney Parcel #: 20120006M	17: Schafer Farms LLC Parcel #: 20119001A
8: John Rooney Parcel #: 20120006E	18: Seebaum Shawn & Kathleen Parcel #: 20119001F
9: AZ Talio Ranch LLC, Parcel #: 20120006F	19: Egurrola Pedro & Tatum Parcel #: 20119001E
10: Stapley and Dillingham Parcel #: 20120007A	20: Rogman Enterprises LLC Parcel #: 20119001B
11: AZ Talio Ranch LLC, Parcel #: 20120007B	21: Bureau of Reclamation Parcel #: 201197000
12: Landers Kevin M & Heather A Parcel #: 20120001E	22: Copper Basin Railway Inc ASARCO Parcel #: 201190080
13: D&G McCullough Family Trust Parcel #: 20120001D	23: Leon Yoakum Parcel #: 20119001D
14: Michael R Cundall Parcel #: 20119004E	





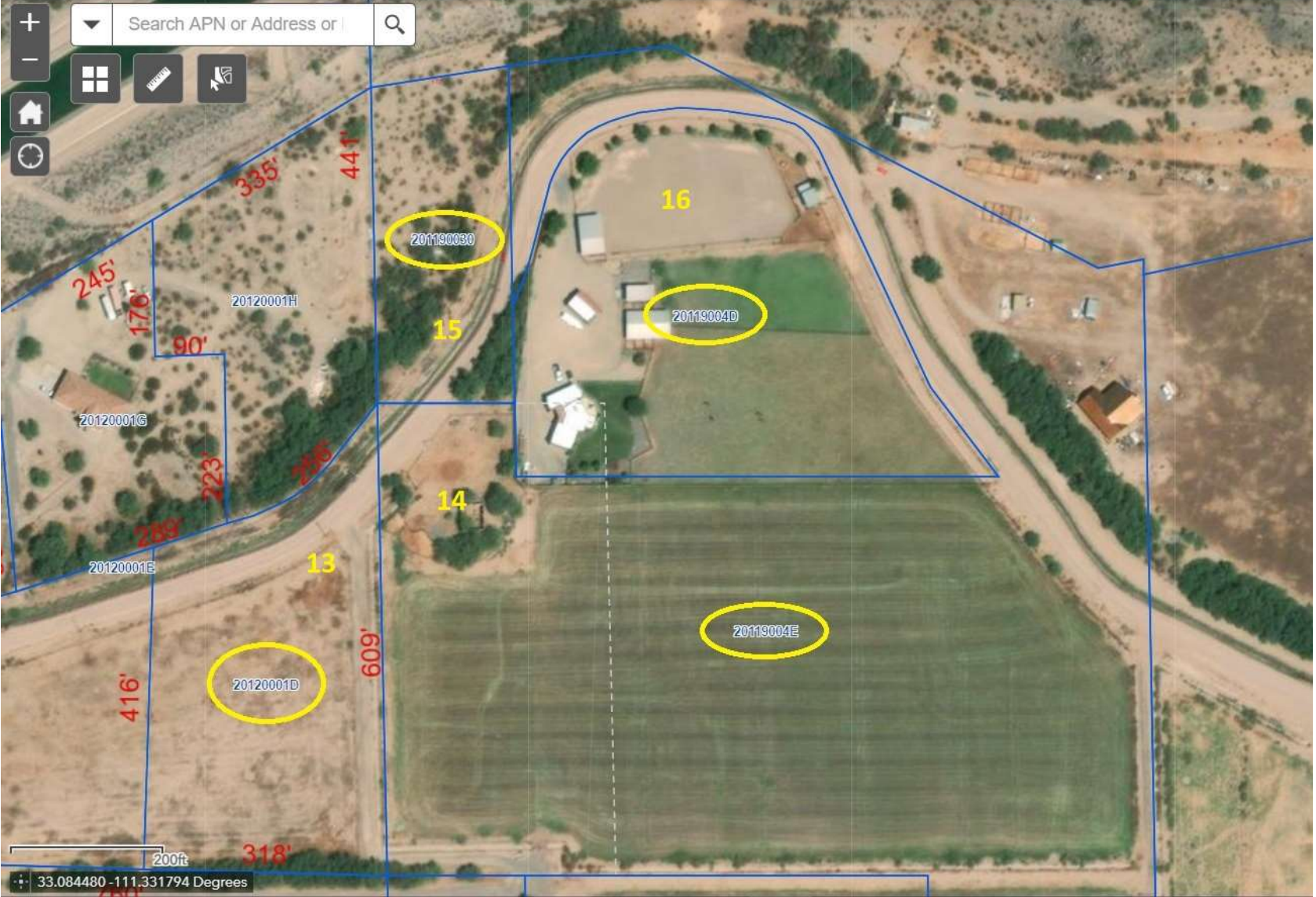
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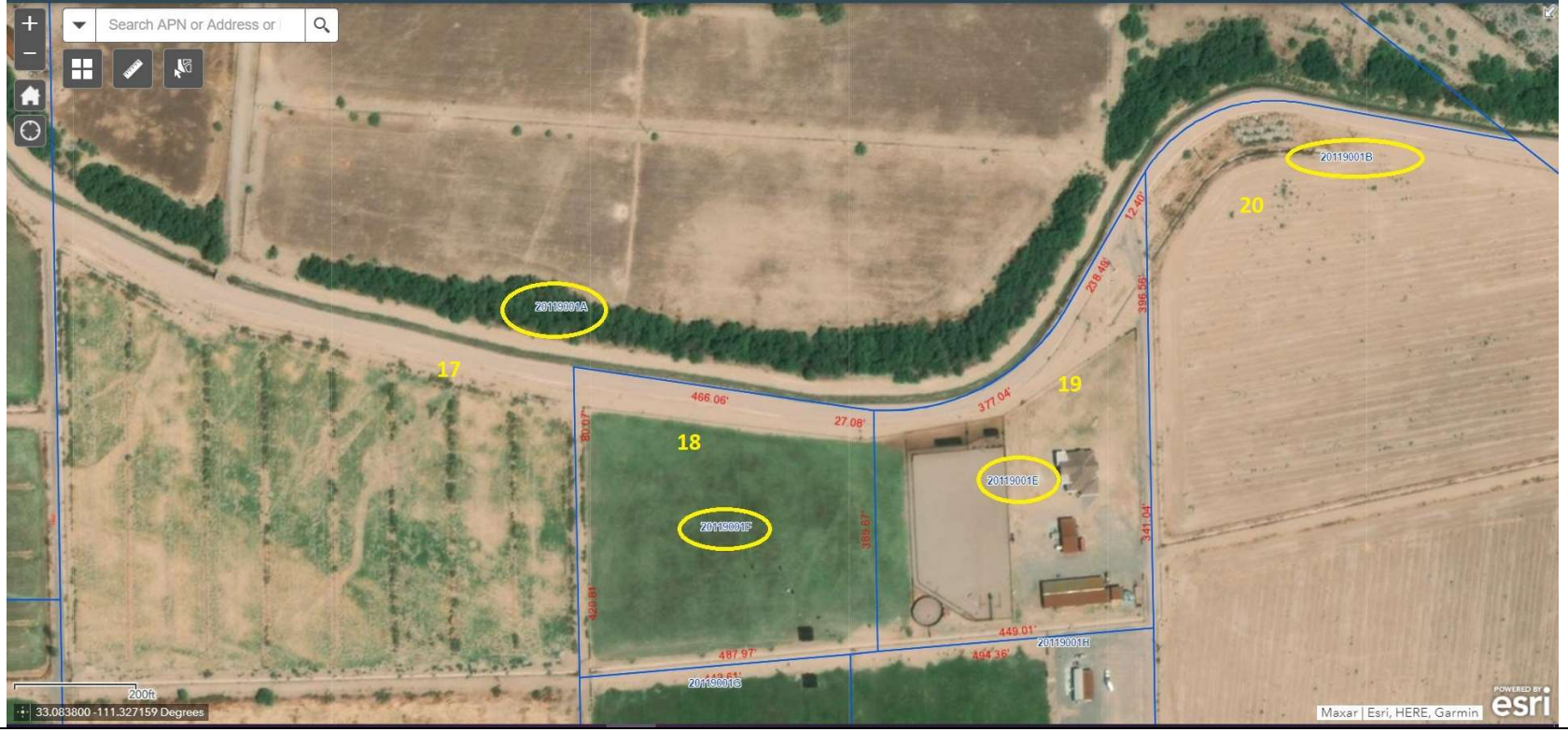


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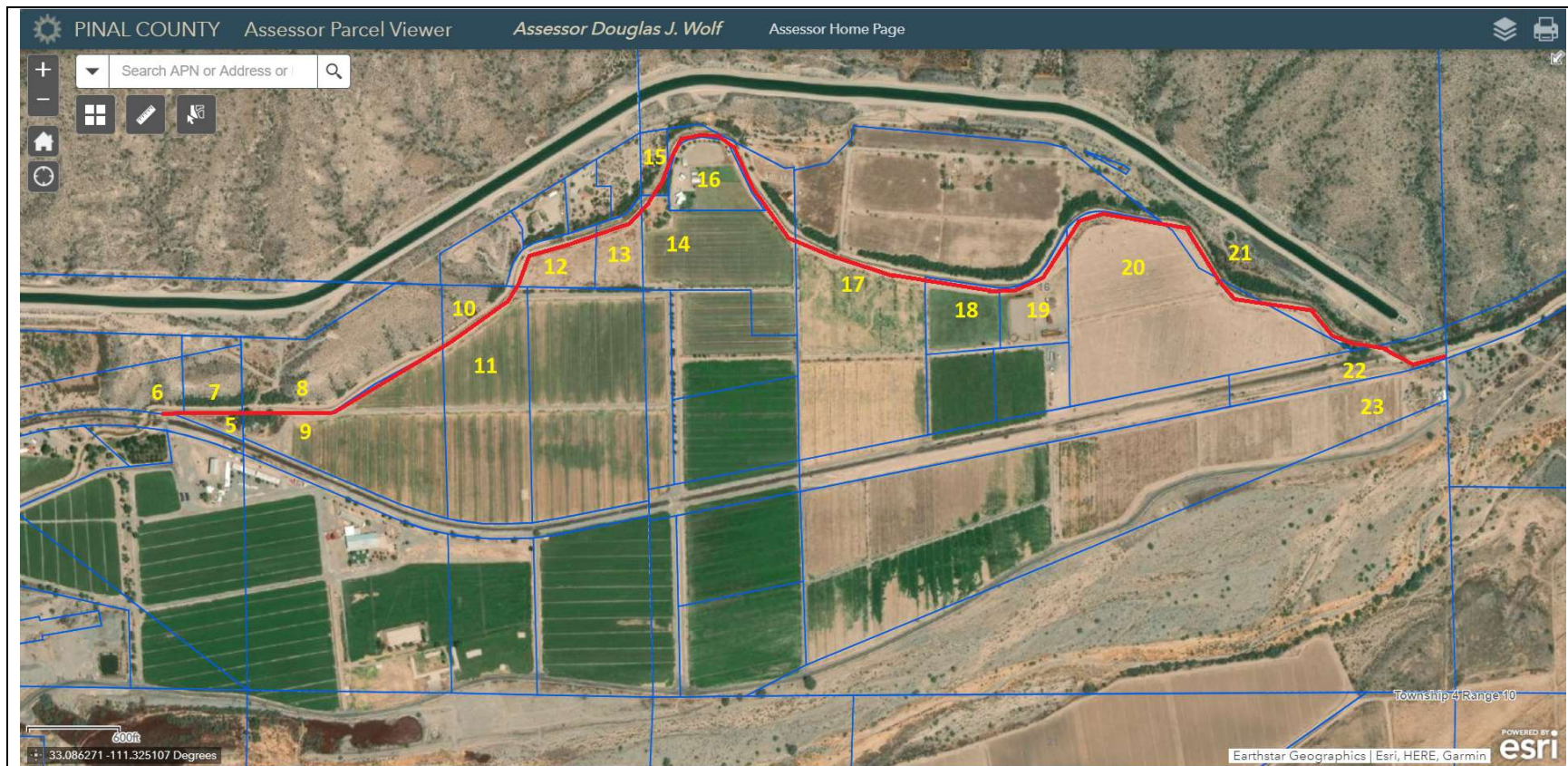
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201197010
Maxar | Esri, HERE, Garmin
POWERED BY
esri

Exhibit B

North Side Canal (AD118237) southerly operation and maintenance roadway (canal left) located in T. 4 S., R. 10 E., Sec 16 and 17.

5: AZ Talio Ranch LLC, Parcel #: 20120006D	15: AZ Talio Ranch LLC, Parcel #: 201190030
6: Diamond B Livestock LLC Parcel #: 20120006L	16: Jeffery W Burris Parcel #: 20119004D
7: John Rooney Parcel #: 20120006M	17: Schafer Farms LLC Parcel #: 20119001A
8: John Rooney Parcel #: 20120006E	18: Seebaum Shawn & Kathleen Parcel #: 20119001F
9: AZ Talio Ranch LLC, Parcel #: 20120006F	19: Egurrola Pedro & Tatum Parcel #: 20119001E
10: Stapley and Dillingham Parcel #: 20120007A	20: Rogman Enterprises LLC Parcel #: 20119001B
11: AZ Talio Ranch LLC, Parcel #: 20120007B	21: Bureau of Reclamation Parcel #: 201197000
12: Landers Kevin M & Heather A Parcel #: 20120001E	22: Copper Basin Railway Inc ASARCO Parcel #: 201190080
13: D&G McCullough Family Trust Parcel #: 20120001D	23: Leon Yoakum Parcel #: 20119001D
14: Michael R Cundall Parcel #: 20119004E	



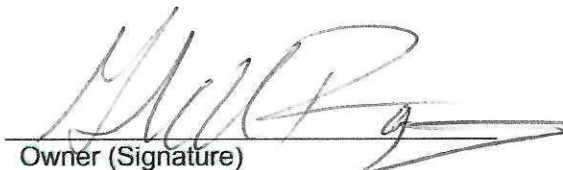
Rogman Enterprises

CONSENT

___ Rogman Enterprises _____ (the Owner), as owner of that certain property listed under Assessor Parcel Number 20119001B, and as shown on the attached **Exhibit "A"** (the Property), does hereby give consent to the United States (U.S) Bureau of Indian Affairs San Carlos Irrigation Project (SCIP) to permit to, Country Thunder West, 730 Gallatin Pike N., Madison, TN 37117, temporarily limited access to the U.S. North Side Canal's southerly embankment (operation and maintenance road), located on and within my Property, to be used by the Country Thunder Arizona Festival's essential staff and First Responders, including but not limited to local and state fire, police, and emergency medical staff.

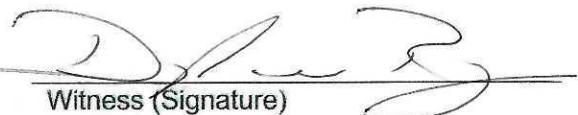
1. Nothing herein contained shall be construed as the Owner granting any property interest to Country Thunder West.
2. Country Thunder West is responsible for repairing any damage to the Property caused by Country Thunder West, and for restoring the Property to its existing condition to the extent that is reasonable and practical.
3. Country Thunder West shall keep the Property in as good order, condition and repair as reasonable use will permit, and shall leave the Property free of construction-related trash and debris.
4. Country Thunder West shall be responsible for acquiring all permits necessary to conduct its Country Thunder Arizona event, and Country Thunder West shall be responsible for complying with all zoning and code requirements that may apply.
5. Barricades or other safety measures, if applicable, will be maintained by Country Thunder West for the duration of the event.
6. Country Thunder West shall indemnify, defend and hold harmless the Owner from any or all present or future claims, demands, causes of action or equity resulting from Country Thunder West's activities in connection with this Consent to use the canal road, provided, however, that such indemnification shall not extend to claims, demands, lawsuits or actions for liability attributable to the sole exclusive negligence or willful actions of the Owner, or its employees, contractors, invitees or agents.

This Consent shall be binding upon and inure to the benefit of the successors, heirs, administrators, executors, contractors, agents and assigns of both the Owner and Country Thunder West.


Owner (Signature)

GLEN U. ROGERS
Owner (Print)

1-24-24
Date


Witness (Signature)

Daphne Rogers
Witness (Print)

1/24/24
Date

Copper Basin Railway Inc.



LICENSE FOR PRIVATE PEDESTRIAN CROSSING

THIS LICENSE, made as of this 11th – 14th day of April 2024 by **Copper Basin Railway Inc.** (Railroad), with office located at P.O. Drawer I, Hayden, Arizona 85135, to **Country Thunder West, LLC** (Licensee), whose address is 730 Gallatin Pike North, Madison, TN 37115.

Railroad hereby grants Licensee, a non-exclusive license to construct, maintain and use a temporary private pedestrian crossing up to six (6) feet wide called a (“Crossing”), constructed of material approved by Railroad, said Crossing to be located at approximately Railroad Milepost 962.11 and 962.25 in at/in/near Florence, AZ.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions and agreements herein contained, the receipt and sufficiency of which are specifically acknowledged by the parties hereto, the parties do agree as follows:

1. The Crossing shall be used solely by Licensee and/or members of the Licensee’s operation only as a means of ingress and egress to the private property of Licensee or leased property of others adjacent to said Crossing for the duration of the event “Country Thunder”. The Crossing shall not be used by any vehicular traffic and shall be policed by official attendees secured with gates in the closed position when Railroad traffic traverses area affected by the event “Country Thunder”.
2. No expressed or implied means of ingress and egress or way of necessity upon, across or over adjacent lands of Railroad is granted by this License. Licensee, at their own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.
3. Licensee shall not at any time own or claim any right, title or interest in or to Railroad’s property occupied by Licensee’s Crossing, nor shall the exercise of this License for any length of time give rise to any right, title or interest to Licensee to said property of Railroad, or any right of interest in Licensee other than the license created hereby.
4. Licensee agrees to install a gate or gate(s) at their sole expense at the designated location of the crossing in this agreement, which adequately prevents all pedestrian traffic across the Railroad when crossing is occupied by Railroad traffic.
5. All roadways/approaches shall be graded, surfaced and maintained by Licensee so as to ensure safe pedestrian operations during the event “Country Thunder”.

“LICENSE FOR PRIVATE PEDESTRIAN CROSSING CONTINUED”

6. Licensee shall be liable to construct, maintain, use and remove the roadway/approaches and appurtenances at Licensee's sole expense so as not to interfere with or obstruct the operation of the Railroad or the use of the Railroad's property or endanger persons or property. In addition, Licensee will comply with all governmental requirements for the construction of the crossing and reimburse the Railroad for any taxes levied upon the Licensees' improvements and all other expenses arising from this License.

7. The Railroad or Licensee may terminate this License at any time for failure to comply with the articles of this Agreement. Licensee further agrees, at their sole expense, to remove said roadway/approaches and temporary crossing promptly at the end of the event "Country Thunder". Property or improvements remaining upon the Railroad property after termination of this License shall be deemed to be abandoned and may be removed by the Railroad at the cost of Licensee.

8. Licensee, recognizing that Railroad's operation and any use of Railroad property, tracks and right-of-way involves increased risks, expressly assumes and agrees to indemnify and hold harmless Railroad of and from all risk of loss, costs, damages, claims, actions, cause and causes of action, suits, demands or expense (including a reasonable attorneys' fee) ("Damages") to, and waives any right to ask or demand Damages for, Property of Licensee or any part thereof, at Crossing including loss of or interference with service thereof, regardless of cause, including; (a) any fault, failure or negligence of Railroad in construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing or otherwise; and/or (b) any fire, regardless of the source of origin thereof. For this Section, the term "Property of Licensee" shall include property of third parties situated or placed upon Railroad's right-of-way by Licensee or by such third parties with the consent or acknowledgment of Licensee.

8.1 Licensee will protect, indemnify and hold harmless the Railroad its servants, agents, employees, lessees, successors and assigns against and from any and all loss, damages, suits judgments, claims and expenses of every kind, arising from or growing out of, directly or indirectly, (a) the construction, existence, use, condition, maintenance or repair of said road; (b) injury to or death of any person whomsoever may enter upon or use said road; (c) loss of or damage to property in the possession of any such person while on or about said road; (d) any accident or collision at the point of ingress/egress; or (e) the violation by Licensee, or by any of its invitees, of any of the terms or provisions of this License.

“LICENSE FOR PRIVATE PEDESTRIAN CROSSING CONTINUED”

9. Licensee and Licensee’s service provider(s) shall procure and maintain during the life of this agreement General Liability Insurance which will insure the indemnity undertakings herein set forth. Such insurance shall provide coverage of at least \$1,000,000 for bodily injury per person and \$2,000,000 aggregate bodily injury per accident, and \$2,000,000 for property damage. Licensee shall furnish the Railroad with a certificate evidencing that such insurance is in full force and effect and that the same will not be canceled without at least thirty (30) days’ advance written notice by the insurance carrier to the Railroad. Licensee will provide a certificate of insurance and an endorsement showing Railroad as an additional insured with waiver of subrogation.

10. Railroad reserves the right to use its property in any manner desired and at any time and shall have the right to use and cross over all improvements constructed upon the property without charge by Licensee.

11. Licensee will provide Railroad adequate advance notice before doing any work on Railroads Right-of-Way.

11.1 All other notices and communications concerning this License shall be addressed to Licensee at the address set forth herein, and to Railroad at the address set forth herein; or at such other address as either party may designate in writing to the other.

11.2 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt of (b) addressee’s refusal of delivery.

12. Neither this License nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

13. This License shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the Affiliates, successors and assigns of Railroad, and the Affiliates, successors and assigns of Licensee. This agreement is assignable, and runs with the land, subsequent purchasers provided that the terms of the agreement are met.

“LICENSE FOR PRIVATE PEDESTRIAN CROSSING CONTINUED”

13.1 Any term or provision of this License which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this License in any other jurisdiction. If any provision of this License is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable. Any determination that the application of any provision of this License to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

13.2 Each party represents to the other that it has full power and authority to enter into this License and that the persons signing below on behalf of each such party have been duly authorized to execute this License.

13.3 The undersigned, in their personal or representative capacities, acknowledge that they have read this License in full, and have had an opportunity to review it with counsel and that they understand and agree to each of the foregoing provisions.

14. In consideration of Two Dollars (\$200.00) paid by Licensee, Railroad hereby permits Licensee (subject to the provisions hereto) to use a temporary private pedestrian crossing(s) across the tracks upon property of Railroad at approximately Mile Post **962.11** and **962.25**.

**“LICENSE FOR PRIVATE PEDESTRIAN CROSSING CONTINUED”
ATTACHMENT A**

The following items are required:

1. Pedestrian crossing will be reduced to dimension that will not accommodate anything other than foot traffic.
2. The pedestrian crossing will be gated, closed and manned by security as train traffic approaches from either direction.
3. Security at the pedestrian crossing will respond to the Railroad’s notice of approach in a timely fashion, close the gates at the pedestrian crossing before the train’s arrival and maintain that position until the train has past beyond the event perimeters.
4. The temporary security fence on both sides of the track will be constructed in such a manner as to adequately prevent breach by patrons during the Country Thunder event.
5. The temporary security fence on both sides of the track will be policed by Country Thunder employees on a regular basis to ensure that if a breach occurs, it is identified and repaired in a timely fashion.

I hereby acknowledge the items listed above and will pursue resolve to the Railroad’s satisfaction.

Licensee:

Country Thunder West, LLC

By: *Elison Jordan*

Title: *Project Manager*

"LICENSE FOR PRIVATE PEDESTRIAN CROSSING CONTINUED"

IN WITNESS WHEREOF, the parties hereto have executed this License in duplicate, each of which shall be evidence of this License but which shall constitute but one agreement, as of the day and year first above written.

Railroad:
Copper Basin Railway Inc.

By: Rishi A. Saha

Title: Manager Operations CBR4

State of Arizona, County of Pinal
Signed before me on this 29 day of
January, 2024,
by Selma Dee Harmon.

Notary Public

Licensee:
Country Thunder West, LLC

By: Elisabeth Jordan

Title: Project Manager

State of Tennessee, County of Davidson
Signed before me on this 31 day of
January, 2024,
by Aliyah Ryans.

Notary Public

