

Exhibit A to Amended and Restated Lease Agreement 2022

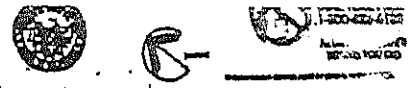
EXHIBIT A

LEGAL DESCRIPTION OF LAND

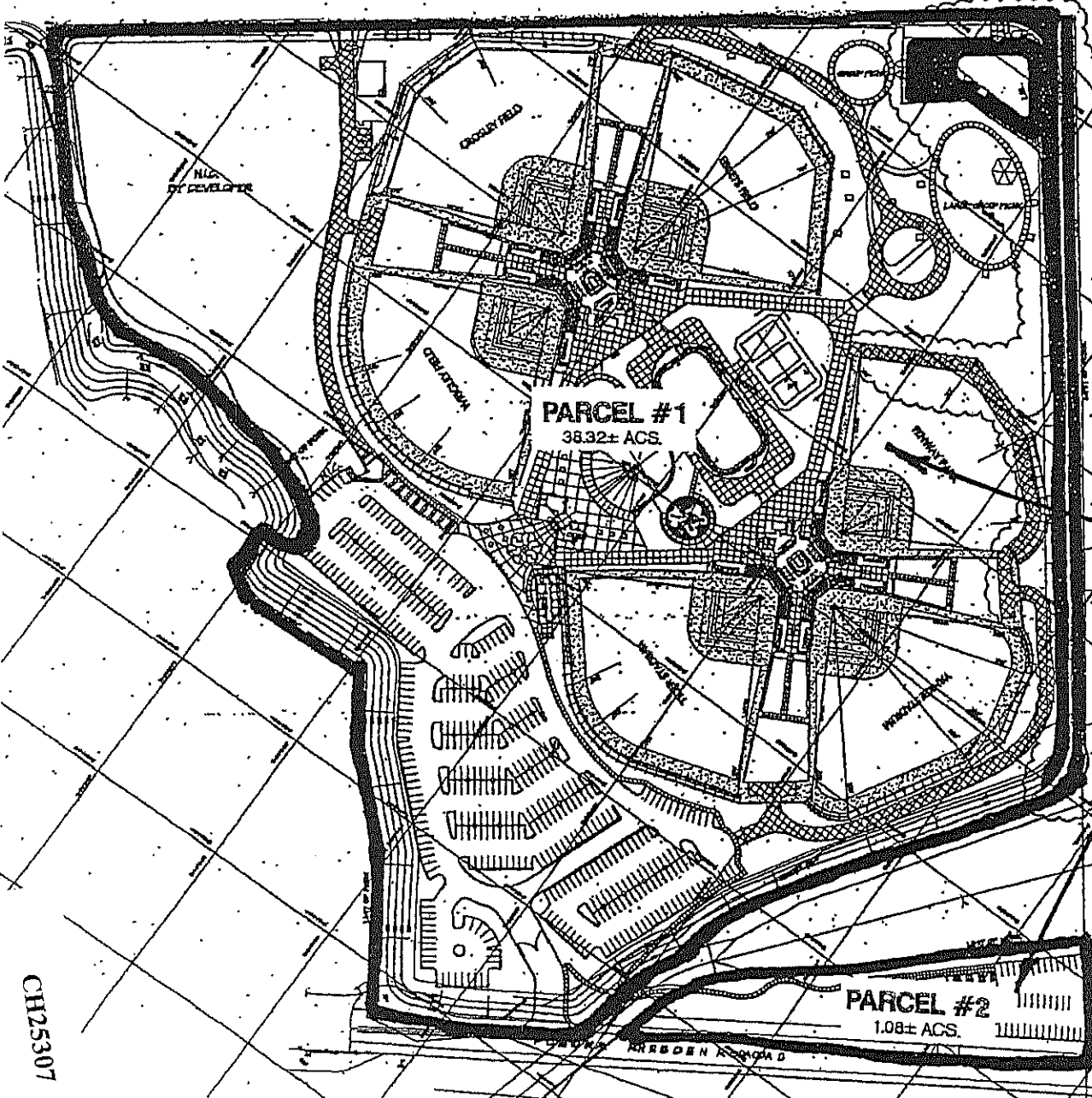
LOT 7 OF TRACT NO. 15944, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 270 OF MAPS, PAGE(S) 96 THROUGH 104, INCLUSIVE, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL WATER RIGHTS IN EXCESS OF THAT REQUIRED FOR IRRIGATION, INDUSTRIAL AND DOMESTIC USE ON ALL OF THE PROPERTY REFERENCED ABOVE, WITHOUT, HOWEVER, THE RIGHT TO SURFACE ENTRY TO GO UPON SAID LAND TO DEVELOP AND TRANSPORT THE SAME, NOR USE THE SUBSURFACE FOR THE PURPOSE OF EXTRACTING THE SAME ABOVE A DEPTH OF 500 VERTICAL FEET BELOW EXISTING GRADE LEVEL AS RESERVED BY JACK WESLEY GREENING AND ROBERT MILTON GREENING, AS CO-TRUSTEES OF THE TESTAMENTARY TRUST OF PAUL GREENING, DECEASED, AND JACK WESLEY GREENING AND ROBERT MILTON GREENING, AS CO-TRUSTEES OF THE INTER VIVOS TRUST OF ESTELLA GREENING DELONG, DATED MARCH 14, 1972 ABOVE IN QUITCLAIM DEED RECORDED FEBRUARY 8, 1995, INSTRUMENT NO. 95-037718, OFFICIAL RECORDS.

DATE	DESCRIPTION



SITE PLAN	DATE
	SCALE
	BY
	CHECKED BY



UNIT "R-3"
 39.4± ACS.

CH25307

DEPARTMENT OF THE ARMY
 CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION
 LOS ANGELES DISTRICT, REAL ESTATE DIVISION

PRADO FLOOD CONTROL BASIN
 CONSENT TO EASEMENT STRUCTURE TO THE
 CITY OF CHINO HILLS, FOR THE BIG LEAGUE SPORTS PARK.

UNIT "R-3"
 DACW08-E-91-0020

DATE: 21 SEPT. 2001 DWG. NO. 93-K-442

Exhibit B to Amended and Restated Lease Agreement 2022

ADDENDUM TO SPORTS PARK LEASE DATED JUNE 22, 1999

BETWEEN THE CITY OF CHINO HILLS AND

BIG LEAGUE DREAMS CHINO HILLS, LLC

This Addendum (this "Addendum") to the Sports Park Lease made the 22nd day of June, 1999 by and between the CITY OF CHINO HILLS ("Landlord") and BIG LEAGUE DREAMS CHINO HILLS, LLC ("Tenant"), as amended (the "Agreement"), is made as of Sept. 10, 2002.

Recitals

As a part of the Sports Park to be constructed by Landlord pursuant to the Agreement, Tenant desires that Landlord construct and lease to Tenant, and Landlord desires to construct and lease to Tenant, an office facility (the "Office Facility") as described on Exhibit "A" in accordance with the terms and conditions set forth in this Addendum.

NOW, THEREFORE, the parties agree as follows:

1. APPLICATION OF THE AGREEMENT. Except as otherwise provided in this Addendum, it shall be subject to and governed by the provisions of the Agreement which are incorporated herein.

2. DEFINITIONS.

(a) Except as otherwise provided in this Addendum, as used in this Addendum, the terms set forth in Section 1 of the Agreement shall have the meanings there set forth.

(b) "Office Facility" means the office facility to be constructed and leased pursuant to this Addendum.

(c) "Office Facility Rent" means the rent payable under Section 6 of this Addendum.

(d) Except as otherwise provided herein, the "Premises" and the "Sports Park Improvements", as used in the Agreement or this Addendum, shall include the Office Facility.

3. CONSTRUCTION OF OFFICE FACILITY. Landlord shall construct the Office Facility substantially in accordance and conformity with Exhibit "A".

4. LEASE OF OFFICE FACILITY. Effective as of the Term Commencement Date, Landlord leases the Office Facility to Tenant and Tenant leases the Office Facility from Landlord for the term set forth in Section 5 hereof, subject to and on the terms and conditions set forth or incorporated in this Addendum (the "Office Facility Lease").

5. TERM. The term of the Office Facility Lease shall commence on the Term Commencement Date and end on the last day of the calendar month that is twenty (20) years after the Term Commencement Date, unless sooner terminated as provided for herein or as provided in the Agreement or on termination of the Agreement (the "Initial Term"). Upon Landlord's request, Tenant will co-sign Landlord's written confirmation of commencement and lease termination dates, which dates shall be the same as such dates for the Agreement. In no event shall the Office Facility Lease extend beyond the termination of the Agreement.

If Tenant extends the Term of the Agreement pursuant to Section 3(b) of the Agreement, then subject to the provisions of subsections 6(b) and 6(c) below, the term of the Office Facility Lease shall be extended to coincide with the Term of the Agreement (the "Extension Term").

6. OFFICE FACILITY RENT.

(a) As rent for the Office Facility for the Initial Term and in addition to all other rent payable under the Agreement, Tenant shall pay to Landlord without deduction, setoff, prior notice or demand the sum of Six Hundred Sixty-Three Thousand Six Hundred Twenty-Four and 00/100 Dollars (\$663,624.00) payable in monthly installments of Two Thousand Seven Hundred Sixty-Five and 10/100 Dollars (\$2,765.10) on or before the last day of each month commencing with the first month of the Office Facility Lease and continuing thereafter for the next two hundred thirty-nine (239) successive months, with there accruing the Accrued Deferred Rent as provided in Section 17 below.

(b) In the event the Office Facility Lease is extended pursuant to Section 5 of this Addendum, the Tenant and Landlord shall meet and attempt to agree on the rent for the Extension Term. In the event that Landlord and Tenant cannot agree on such rent, Tenant shall, prior to the commencement of the Extension Term, elect either to:

(i) by written notice, exercising such election, terminate the Office Facility Lease at the end of the Initial Term; or

(ii) by written notice, exercising such election, have such rent determined as follows: Each party shall select its own appraiser who will prepare appraisals setting forth the fair market rent for the Office Facility. The two appraisers shall then select an appraiser to review the two appraisals and make a determination as to the rent for the Extension Term. In no event shall the monthly rent amount for the Extension Term be less than the monthly rent in effect prior to such extension.

(c) In the event Tenant elects to terminate the Office Facility Lease pursuant to subsection 6(b)(i) above, such election shall not affect its option to extend the Sports Park Lease as provided in the Agreement, excluding the Office Facility. On such termination of the Office Facility Lease, Tenant shall surrender possession of the Office Facility to Landlord and Landlord, its successors, assigns, and its or their tenants, subtenants, permittees and invitees shall have, full and unfettered, the rights to occupy and use the Office Facility, the rights over and on the Premises to access the Office Facility and to make use of parking facilities.

7. ADDITIONAL RENT. All monetary obligations of Tenant under this Addendum including, but not limited to, all Taxes and other costs and expenses payable under this Addendum by Tenant and all damages, costs and expenses that Landlord incurs or might incur by reason of Tenant's default, shall be deemed additional rent. In the event of Tenant's nonpayment of additional rent, Landlord shall have all the same rights and remedies as Landlord has for the nonpayment of Office Facility Rent. All Office Facility Rent and additional rent payable under this Addendum shall be included in additional rent set forth in Section 8 of the Agreement. The term "rental" and "rent" as used in the Agreement shall include the Office Facility Rent and additional rent payable under this Addendum.

8. PERMITTED USE. The Office Facility shall be used as offices of Tenant and as offices of Tenant's parent, Big League Dreams USA, LLC and, provided they are permitted as subtenants by Section 20 of the Agreement, its affiliated entities (all of the foregoing other than Tenant collectively the "Permitted Office Subtenants"), for the purpose of managing the ownership of multi-purpose sports facilities similar to and including the Sports Park under the name, "Big League Dreams". Tenant shall not use or occupy or permit the Office Facility to be used or occupied for any other purpose. Each Permitted Office Subtenant will be deemed to assume and be bound by and subject to the provisions of this Addendum and Tenant shall cause each such Permitted Office Subtenant to confirm in writing that it assumes and is bound by and subject to the provisions of this Addendum, provided however that nothing in this Addendum shall be deemed or construed to make any such Permitted Office Subtenant a guarantor of any obligation of Tenant under the Agreement other than the obligations of this Addendum. The right of Landlord to use the Premises four (4) days each year as provided in Section 32 of the Agreement shall not include use of the Office Facility.

9. MAINTENANCE AND REPAIRS. Throughout the Initial Term and any Extension Term, Tenant shall, except as provided in the next sentence at Tenant's sole cost and expense, maintain the entire premises of the Office Facility in a safe and first class condition and in good repair (damage by casualty described in Section 14 of the Agreement excepted) and in accordance with (i) all applicable laws, rules, ordinances, orders and regulations of federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (ii) the insurance underwriting board or insurance services office having or claiming jurisdiction over all or any part of the Premises; (iii) all insurance companies insuring all or any part of the Premises; and (iv) standards consistent with similar office facilities. Notwithstanding the foregoing, except for damage or destruction caused by the negligence or willful conduct of Tenant, its agents, contractors, employees, customers, guests or invitees, any cost required to repair or replace the structural portions of the exterior walls (excluding nonstructural portions, including but not limited to doors, windows, plate glass and signs), the roof, floor slab, foundation and other structural portions of the Office Facility, shall be borne equally by Landlord and Tenant provided any such cost shall not be incurred except with Landlord's prior written approval, which approval shall not be unreasonably withheld. Landlord's obligations set forth in Section 13(b) (repair of Punch List items) and Section 15(b) (repair and replacement of latent defects or faulty construction) of the Agreement shall also apply with respect to the Office Facility.

10. UTILITIES. Tenant shall make all arrangements for and pay prior to delinquency for all utilities and services furnished to or used in the use of the Office Facility, including,

without limitation, gas, electricity, water, telephone service, communications, cable television, and trash collection, and for all connection charges provided, however, Landlord shall cause to be extended gas, electric, water and telephone services to the Office Facility such that only service initiation charges and not any additional connection or construction charge be imposed on Tenant for such extension.. Utilities and services are to be separately provided to and billed to the Office Facility apart from utilities and services otherwise provided to the Sports Park.

11. TAXES AND INSURANCE. Tenant shall pay taxes on the Office Facility as provided in Section 9 of the Agreement. Tenant's obligation with respect to insurance and indemnity as set forth in Section 18 of the Agreement shall extend to and include the Office Facility and its use. If taxes or insurance with respect to the Office Facility or its use are not separately levied, assessed or imposed, then Landlord, for the purposes of Section 13 of this Addendum, may make such allocation as in its reasonable discretion it deems appropriate and equitable.

12. FURNISHINGS AND EQUIPMENT. Tenant, at its sole expense, shall furnish and equip the Office Facility including, without limitation, furniture, furnishings, telephone and other communication systems, appliances and office equipment, and Landlord shall have no obligation in this regard.

13. EXCLUSION FROM SPORTS PARK EXPENSES. Sports Park Expenses under the Agreement shall not include any costs or expenses whatsoever of or pertaining to the Office Facility or its use including, but not limited to, personnel cost or expense, capital improvements, maintenance, repairs, utilities, taxes, insurance, Office Facility Rent and additional rent under this Addendum.

14. EXCLUSION FROM GROSS REVENUES. Gross Revenues under the Agreement shall not include revenues earned by Permitted Office Subtenants from or through the Office Facility which pertain wholly to operations or activities other than, and do not pertain to, operations or activities conducted at or in connection with the Sports Park, excluding for this purpose the Office Facility. The requirement of Section 5 of the Agreement to submit financial statements for operations of the Premises shall not apply to such Permitted Office Subtenants excluded by this Section 14, except to the extent such Permitted Office Subtenants create Gross Revenue.

15. NON-USE OF DEPRECIATION RENT. The Depreciation Rent as provided for in Section 12 of the Agreement shall not be used for or with respect to the Office Facility or any portion or contents thereof.

16. OBLIGATIONS UNDER THE AGREEMENT. The Office Facility Rent and all other sums payable under this Addendum and all other obligations of Tenant or Landlord, as applicable under this Addendum, shall be obligations of Tenant or Landlord as applicable under the Agreement. Any default by Tenant or Landlord in any obligation under the terms of this Addendum or under the terms of the Agreement shall constitute a default under both this Addendum and the Agreement and Landlord or Tenant as applicable shall have all the rights and remedies as provided in the Agreement provided, however, the remedy of termination as

provided in the Agreement may not be exercised with respect to the Office Facility Lease apart from termination of the Agreement.

17. DEFAULT. The provisions with respect to Default as contained in Section 21 of the Agreement, except for Subsection 21(a)viii, shall apply to the Office Facility Lease. On termination by Landlord (after the expiration of all notice and cure periods provided in the Agreement) of the Office Facility Lease, by reason of Tenant's default, prior to the expiration of the Initial Term, Tenant shall pay all accrued but unpaid monthly installments of Office Facility Rent and additional rent owing under this Addendum through the effective date of such termination and, in lieu of any obligation to pay any additional Office Facility Rent, Tenant shall also pay to Landlord the Accrued Deferred Rent as set forth on Exhibit "B" owing as of the end of the month during which the effective date of the termination occurs, together with interest on such amounts at the maximum rate of interest permitted by law from the time of such termination until such amounts are fully paid. The Accrued Deferred Rent represents the Landlord's expenditure to construct the Office Facility reduced by the amortized portion of such expenditure included in the rental installments based on an amortization over twenty (20) years with a seven percent (7%) return. Tenant acknowledges that the Office Facility is of limited purpose, that Tenant's failure to continue with the full schedule of installment payments of Office Facility Rent will result in damages to Landlord with respect to the Office Facility which Exhibit B fairly determines. This provision shall not limit Landlord's right to damages or other remedies to which Landlord is otherwise entitled under the Agreement. If the Office Facility Lease is terminated for reasons other than Tenant's default, Tenant shall have no obligation or liability to pay any Accrued Deferred Rent.

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

Attest:

Linda D. Ruth
Linda D. Ruth
City Clerk

Landlord:

CITY OF CHINO HILLS

By Gwen Norton-Ferry
Gwen Norton-Ferry
Mayor

Tenant:

BIG LEAGUE DREAMS CHINO HILLS, LLC

By Jeffrey B. Oteckirk, Manager

By Scott Parks LeTellier, its CEO

EXHIBIT A

DESCRIPTION OF OFFICE FACILITY

The Office Facility is located adjacent to the Tiger Stadium replica field. The Office Facility is a 2,081 square foot, slab on grade, single story, stucco and brick veneer structure. It is classified as a type 5 non-rated structure and has a class B occupancy rating. The Office Facility contains eight (8) offices, one (1) conference room, a lobby, a copy/fax center, a storage room, and two (2) restrooms.

EXHIBIT B

ACCRUED DEFERRED RENT

Page 1 of 7

<u>Termination Prior to the End of the Following Month of the Initial Term</u>	<u>Accrued Deferred Rent Payable on Termination</u>
1	356,650.00
2	355,965.35
3	355,276.72
4	354,584.06
5	353,887.36
6	353,186.60
7	352,481.75
8	351,772.79
9	351,059.70
10	350,342.44
11	349,621.00
12	348,895.36
13	348,165.47
14	347,431.34
15	346,692.92
16	345,950.19
17	345,203.13
18	344,451.71
19	343,695.91
20	342,935.69
21	342,171.05
22	341,401.94
23	340,628.35
24	339,850.25
25	339,067.60
26	338,280.39
27	337,488.59
28	336,692.17
29	335,891.11
30	335,085.37
31	334,274.93
32	333,459.76
33	332,639.84
34	331,815.13
35	330,985.62
36	330,151.26
37	329,312.04
38	328,467.93
39	327,618.89
40	326,764.89

EXHIBIT B

ACCRUED DEFERRED RENT
(continued)

Page 2 of 7

<u>Termination Prior to the End of the Following Month of the Initial Term</u>	<u>Accrued Deferred Rent Payable on Termination</u>
41	325,905.92
42	325,041.93
43	324,172.91
44	323,298.81
45	322,419.62
46	321,535.29
47	320,645.81
48	319,751.14
49	318,851.25
50	317,946.12
51	317,035.70
52	316,119.97
53	315,198.90
54	314,272.46
55	313,340.61
56	312,403.33
57	311,460.57
58	310,512.32
59	309,558.54
60	308,599.20
61	307,634.25
62	306,663.68
63	305,687.45
64	304,705.53
65	303,717.87
66	302,724.45
67	301,725.24
68	300,720.20
69	299,709.30
70	298,692.50
71	297,669.77
72	296,641.07
73	295,606.38
74	294,565.64
75	293,518.84
76	292,465.93
77	291,406.88
78	290,341.65
79	289,270.20

CH25315

EXHIBIT B

ACCRUED DEFERRED RENT

(continued)

<u>Termination Prior to the End of the Following Month of the Initial Term</u>	<u>Accrued Deferred Rent Payable on Termination</u>
80	288,192.51
81	287,108.53
82	286,018.22
83	284,921.56
84	283,818.50
85	282,709.00
86	281,593.04
87	280,470.56
88	279,341.53
89	278,205.92
90	277,063.69
91	275,914.79
92	274,759.19
93	273,596.84
94	272,427.72
95	271,251.78
96	270,068.98
97	268,879.28
98	267,682.64
99	266,479.01
100	265,268.37
101	264,050.67
102	262,825.86
103	261,593.91
104	260,354.77
105	259,108.40
106	257,854.76
107	256,593.81
108	255,325.50
109	254,049.80
110	252,766.65
111	251,476.02
112	250,177.86
113	248,872.13
114	247,558.78
115	246,237.77
116	244,909.05
117	243,572.58
118	242,228.32

EXHIBIT B

ACCRUED DEFERRED RENT
(continued)

<u>Termination Prior to the End of the Following Month of the Initial Term</u>	<u>Accrued Deferred Rent Payable on Termination</u>
119	240,876.21
120	239,516.22
121	238,148.30
122	236,772.39
123	235,388.46
124	233,996.46
125	232,596.33
126	231,188.04
127	229,771.53
128	228,346.76
129	226,913.68
130	225,472.24
131	224,022.39
132	222,564.09
133	221,097.27
134	219,621.90
135	218,137.93
136	216,645.30
137	215,143.96
138	213,633.86
139	212,114.95
140	210,587.19
141	209,050.51
142	207,504.87
143	205,950.21
144	204,386.48
145	202,813.63
146	201,231.61
147	199,640.35
148	198,039.82
149	196,429.95
150	194,810.68
151	193,181.98
152	191,543.77
153	189,896.00
154	188,238.63
155	186,571.58
156	184,894.81
157	183,208.26

EXHIBIT B

ACCRUED DEFERRED RENT

(continued)

Page 5 of 7

<u>Termination Prior to the End of the Following Month of the Initial Term</u>	<u>Accrued Deferred Rent Payable on Termination</u>
158	181,511.87
159	179,805.59
160	178,089.35
161	176,363.10
162	174,626.78
163	172,880.33
164	171,123.70
165	169,356.82
166	167,579.63
167	165,792.07
168	163,994.09
169	162,185.62
170	160,366.60
171	158,536.97
172	156,696.66
173	154,845.62
174	152,983.78
175	151,111.09
176	149,227.46
177	147,332.85
178	145,427.19
179	143,510.41
180	141,582.45
181	139,643.25
182	137,692.73
183	135,730.83
184	133,757.49
185	131,772.64
186	129,776.21
187	127,768.13
188	125,748.35
189	123,716.77
190	121,673.35
191	119,618.01
192	117,550.68
193	115,471.29
194	113,379.76
195	111,276.04
196	109,160.05

CH25318

EXHIBIT B

ACCRUED DEFERRED RENT
(continued)

<u>Termination Prior to the End of the Following Month of the Initial Term</u>	<u>Accrued Deferred Rent Payable on Termination</u>
197	107,031.71
198	104,890.96
199	102,737.72
200	100,571.92
201	98,393.49
202	96,202.34
203	93,998.42
204	91,781.64
205	89,551.93
206	87,309.21
207	85,053.41
208	82,784.46
209	80,502.26
210	78,206.75
211	75,897.86
212	73,575.49
213	71,239.58
214	68,890.04
215	66,526.79
216	64,149.76
217	61,758.86
218	59,354.02
219	56,935.15
220	54,502.17
221	52,054.99
222	49,593.54
223	47,117.74
224	44,627.49
225	42,122.71
226	39,603.32
227	37,069.24
228	34,520.37
229	31,956.64
230	29,377.95
231	26,784.21
232	24,175.35
233	21,551.27
234	18,911.88
235	16,257.10

EXHIBIT B

ACCRUED DEFERRED RENT
(continued)

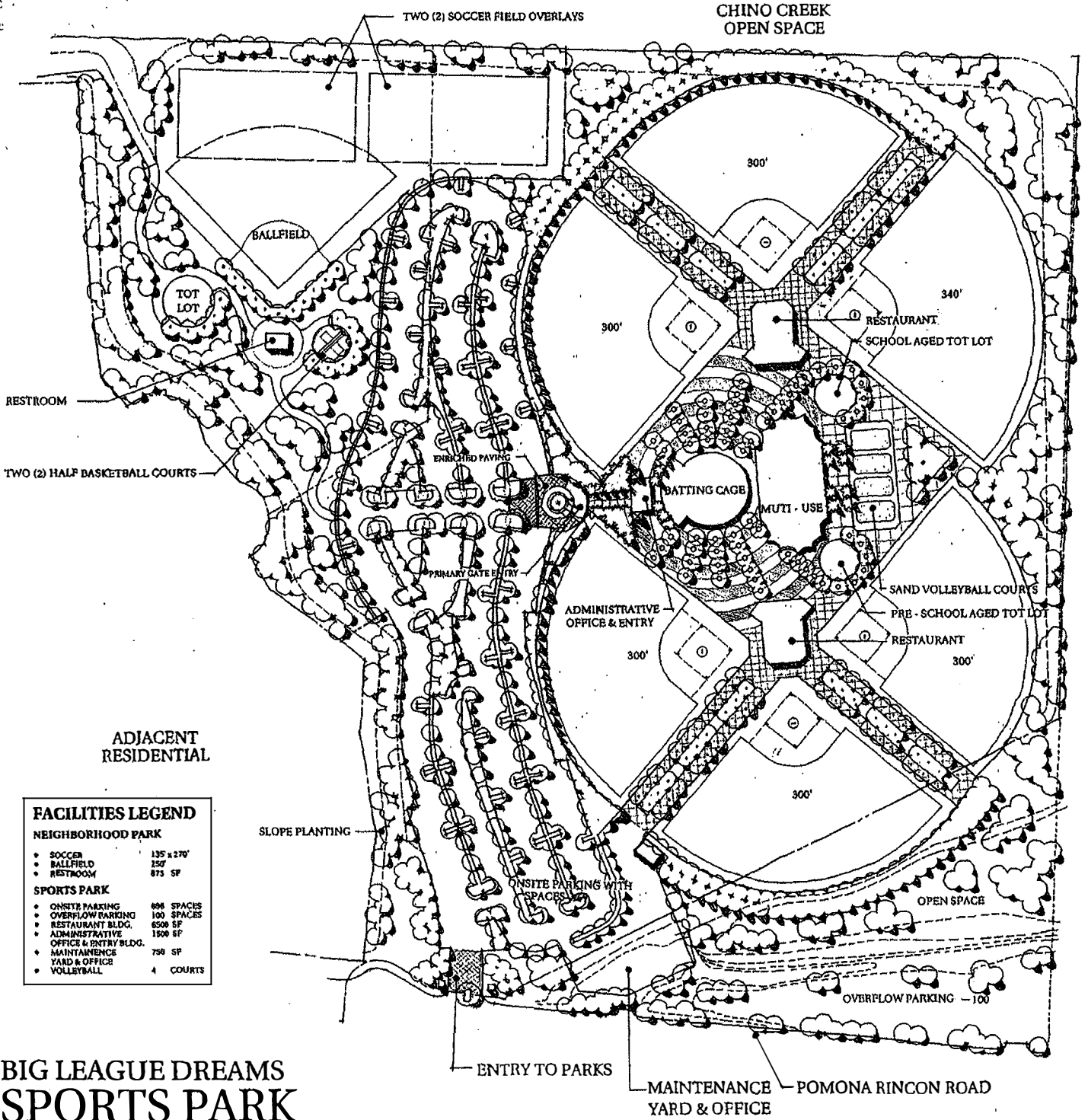
Page 7 of 7

<u>Termination Prior to the End of the Following Month of the Initial Term</u>	<u>Accrued Deferred Rent Payable on Termination</u>
236	13,586.83
237	10,900.98
238	8,199.47
239	5,482.19
240	2,749.07

Exhibit C to Amended and Restated Lease Agreement 2022

Exhibit C

(Commercial Recreation Site and Neighborhood Park Map)



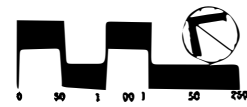
FACILITIES LEGEND

NEIGHBORHOOD PARK	
• SOCCER	135' x 270'
• BALLFIELD	250'
• RESTROOM	875 SF
SPORTS PARK	
• ONSITE PARKING	696 SPACES
• OVERFLOW PARKING	100 SPACES
• RESTAURANT BLDG.	6500 SF
• ADMINISTRATIVE OFFICE & ENTRY BLDG.	1500 SF
• MAINTENANCE YARD & OFFICE	750 SF
• VOLLEYBALL	4 COURTS

**BIG LEAGUE DREAMS
SPORTS PARK**

CITY OF CHINO HILLS

FAIRFIELD RANCH



NOVIS
LANDSCAPE ARCHITECTURE
AND PLANNING
COSTA MESA, CALIFORNIA
PH: 714.751.7311

CH23674

Exhibit D to Amended and Restated Lease Agreement 2022
Entitled List of Fixtures, Furniture, and Equipment (FF&E)
(Will be inserted prior to execution of agreement.)

Exhibit E to Amended and Restated Lease Agreement 2022

EXHIBIT A

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
LOS ANGELES DISTRICT

Consent No. DACW09-2-01-0020
Project: PRADO FLOOD CONTROL BASIN
Acquisition Tract No. 18

CONSENT TO EASEMENT STRUCTURES

WHEREAS, the United States has acquired a perpetual flowage easement over Prado Flood Control Basin, Assessors Parcel No. 1027-121-12,19 and 20 in the records of San Bernardino County, California.

WHEREAS, said easement grants to the United States the right of prior approval for any structure to be located within the easement area, which area is under the administrative control of the District, Corps of Engineers;

WHEREAS, the United States has been requested to give consent for the construction of The Big League Sports Park located in Prado FCB, San Bernardino, California on the above identified tract.

NOW THEREFORE, the United States hereby gives consents to the City of Chino Hills for the construction of The Big League Sports Park at the location shown on Exhibit A attached hereto;

PROVIDED HOWEVER, that this consent is subject to the following conditions:


1. That the right herein granted for a period of twenty five (25) years commencing 24 September 2001 and expiring 23 September 2026.
2. All activities conducted on the premises shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.
3. The giving of this consent does not in any way subordinate the United States prior easement rights. The United States shall in no case be liable for any damage or injury to the structures herein consented to, which may be caused by any action of the United States under its easement, or that may result from future operations undertaken by the United States, and no claim or right to compensation shall accrue from such exercise of the United States' easement rights. If further operations of the United States under the easement, require the alteration or removal of the structure herein authorized, the Grantee shall, upon due notice from the Chief of Engineers, Department of Army, alter or remove said structure without expense to the Government and subject to the supervision and approval of the officer having jurisdiction over the property and no claim for damages shall be made against the United States on account of such alterations or removal.

4. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the consented activity.

5. This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the consentee shall obtain such permission as may be required on account of any other existing rights. It is understood that this consent does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

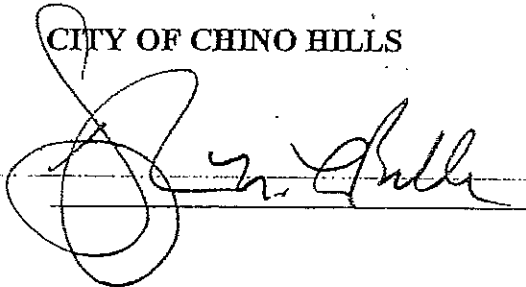
IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 20 day of September, 2001

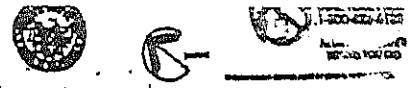
DEPARTMENT OF THE ARMY


ROBERT W. COLANGELO
Contracting Officer
Real Estate Division

THIS CONSENT is also executed by the grantee this 21st, day of SEPTEMBER, 2001

CITY OF CHINO HILLS





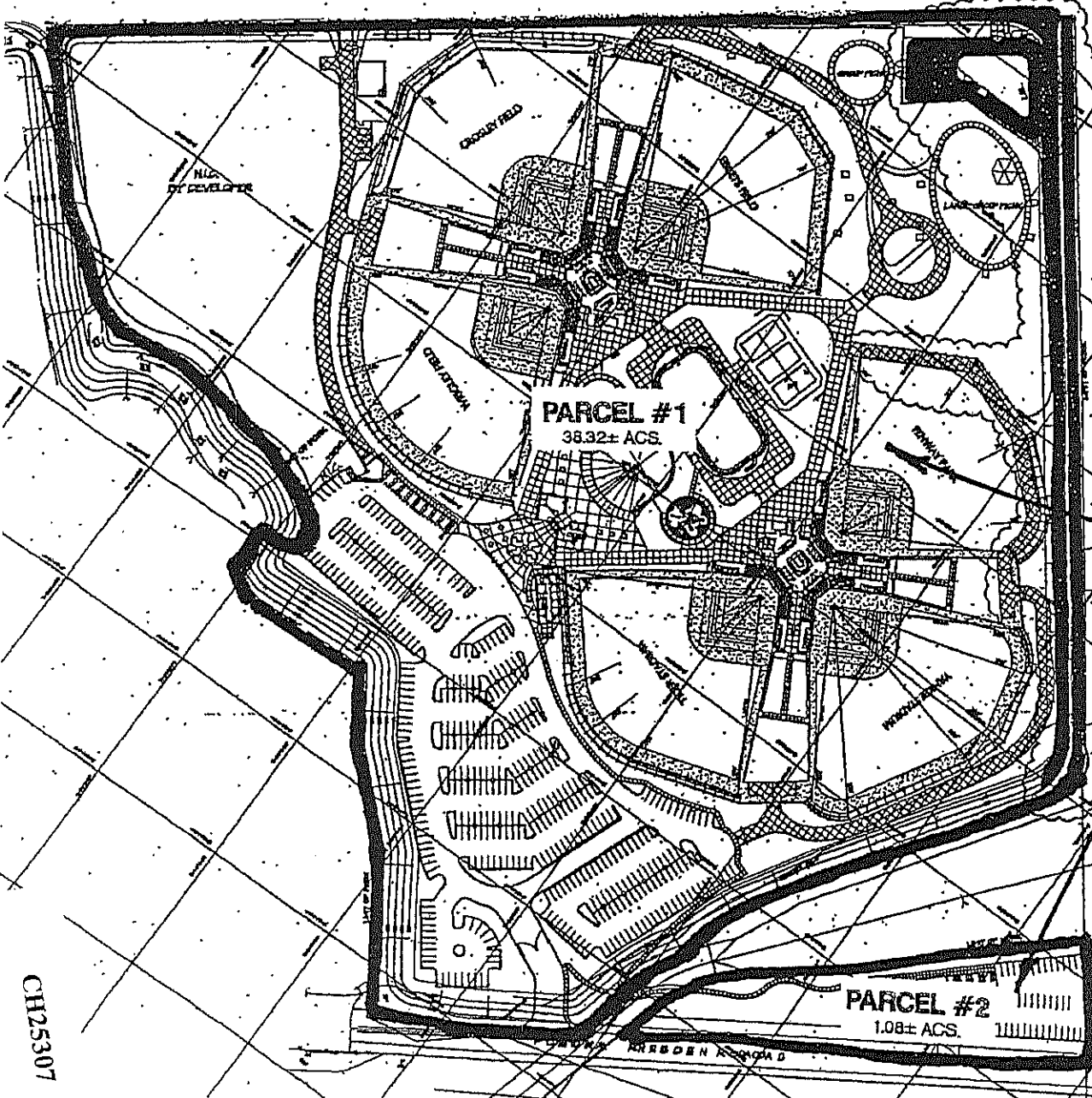
SITE PLAN

DATE: 21 SEPT. 2001

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]



UNIT "R-3"
 39.4± ACS.

CH25307

DEPARTMENT OF THE ARMY
 CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION
 LOS ANGELES DISTRICT, REAL ESTATE DIVISION

PRADO FLOOD CONTROL BASIN
 CONSENT TO EASEMENT STRUCTURE TO THE
 CITY OF CHINO HILLS, FOR THE BIG LEAGUE SPORTS PARK.

UNIT "R-3"
 DACW08-E-91-0020

DATE: 21 SEPT. 2001

DWG. NO. 93-K-442

Exhibit F to Amended and Restated Lease Agreement 2022

Exhibit F**EXAMPLE COMPUTATIONS OF RENT PAYMENTS
BIG LEAGUE DREAMS CHINO HILLS
CHINO HILLS, CALIFORNIA**

	<u>Example 1</u>	<u>Example 2</u>	<u>Example 3</u>
Quarterly Rent Payments (Cash Basis)			
First Quarter			
Gross Receipts	\$1,000,000	\$1,000,000	\$1,100,000
Percentage Rent Rate	9.00%	9.00%	9.00%
Rent Due	90,000	90,000	99,000
Minimum Rent Payment	100,000	100,000	100,000
Second Quarter			
Gross Receipts	\$1,000,000	\$1,110,000	\$1,280,000
Percentage Rent Rate	9.00%	9.00%	9.00%
Rent Due	90,000	99,900	115,200
Minimum Rent Payment	100,000	100,000	100,000
Third Quarter			
Gross Receipts	\$1,000,000	\$1,150,000	\$1,380,000
Percentage Rent Rate	9.00%	9.00%	9.00%
Rent Due	90,000	103,500	124,200
Minimum Rent Payment	100,000	100,000	100,000
Fourth Quarter			
Gross Receipts	\$1,000,000	\$1,184,444	\$1,490,000
Percentage Rent Rate	9.00%	9.00%	9.00%
Rent Due	90,000	106,600	134,100
Minimum Rent Payment	100,000	100,000	100,000
Total Quarterly Rent Payments	\$400,000	\$400,000	\$400,000
Year-End Annual Reconciliation (Accrual Basis)			
Annual Gross Revenues	\$4,000,000	\$4,444,444	\$5,250,000
Percentage Rent Rate	9.00%	9.00%	9.00%
Annual Rent Due	360,000	400,000	472,500
Minimum Annual Rent Due	\$400,000	\$400,000	\$400,000
Additional Rent Due or (refund)	\$0	\$0	\$72,500

Exhibit G to Amended and Restated Lease Agreement 2022

Quarterly Inspection

Date:

Checklist **Instructions**

Keep all pages of the form together, even if you are only inspecting part of the items listed. This is specially important if you print the form and fill it out in hard copy. Staple the completed form if you print it. Partial forms will not be accepted.

If the Inspector is from the City of Chino Hills, the Acceptor is from Big League Dreams and vice versa.

Be sure to initial every page in the appropriate spot.

Mark result for the items you inspect using the radio buttons:

- | | |
|-----------------------------|--|
| P = Pass | Item passes inspection |
| M = Pass but Monitor | Item passes inspection, but needs to be monitored closely and may fail next inspection |
| F = Fail | Item fails inspection. Explain details (and attach photos if available) in the area provided. Add extra pages as necessary.
Attach photos if available. |

Unlisted Items: Add any items that may have been left off the list but need to be inspected.

This form is subject to revision with acceptance by both parties.

Inspector's Initials: _____

Acceptor's Initials: _____

Exhibit H - Capital Improvements

Big League Dreams Chino Hills			
Area	Capital Improvement	Projected Cost	Estimated Completion
Stadium Club Restaurants	Digital Menus	\$5,000	Completed
	Interior Paint	\$20,000	Spring
	Faux Wood Panels	\$30,000	Spring
	65" Televisions	\$20,000	Spring
	Furniture	\$100,000	Spring
	Lighting	\$20,000	Spring
	Restrooms	\$100,000	Spring
	Flooring	\$50,000	Spring
	POS Hardware/Software	\$20,000	Spring
	Kitchen/Bar Equipment	\$100,000	Summer
Fields	Capital Improvement		Estimated Completion
	Outfield Wall Paint	\$20,000	Spring
	Dugout Paint	\$5,000	Spring
	Outfield Wall Graphics	\$75,000	Summer
	Chain Link Fence Repairs	\$25,000	Summer
	Infield Turf	\$1,000,000	Winter
Facility	Capital Improvement		Estimated Completion
	A/C Units	\$150,000	Completed
	Netting	\$70,000	Spring
	Playground Flooring	\$80,000	Spring
	Playground Equipment	\$40,000	Spring
	Building Paint	\$60,000	Spring
	New Carpet - Admin Buildings	\$10,000	Summer
	TOTAL	\$2,000,000	

Exhibit I to the Amended and Restated Lease Agreement 2022
Entitled List of Tenant's Personal Property
(Will be inserted prior to execution of agreement.)

Exhibit J to Amended and Restated Lease Agreement 2022

Fairfield Ranch Park Maintenance Requirements

1. Turf:

- a. Mowing: The Tenant shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions, or scalping. Mowing patterns shall be alternated on a regular basis.
- b. Frequency: Turf grass shall be mowed once per week March 1 through October and every other week November 1 through February.
- c. Height: All warm season turf grass (except hybrid Bermuda grass) shall be cut at 1.5 inches throughout the year. Hybrid Bermuda grass shall be cut at 1 inch or as directed by the City. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, as deemed necessary to conserve water or promote the health and vigor of the grass.
- d. Clippings: All clippings shall be removed following mowing operations.
- f. Edging: All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed at the time of mowing. All clippings shall be removed before vacating a site. All edges adjacent to concrete shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.
- g. Weeds: All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of all weeds, including top growth and roots.
- h. Pre-emergent Herbicide: Pre-emergent herbicides labeled for use on turf shall be applied per the Annual Treatment Calendar (see Appendix F).
- i. Fertilizer: Fertilizer type and application requirements are listed in the Annual Treatment Calendar (see Appendix F). This is a minimum requirement. Turf grass shall be continually fertilized to maintain a healthy, vigorous growing condition with horticulturally accepted growth and color. The Tenant may be required to determine plant nutrient requirements by appropriate methods, to include soil and/or leaf analysis.
 - (1) The Tenant shall notify the City in writing five (5) working days prior to any fertilizer application. This notification shall include: location and exact date of application; type of fertilizer and method of application (see Appendix G for form).

- (2) The Tenant shall immediately irrigate after each fertilizer application, unless otherwise directed by the City. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-grass areas. Any damage or streaking of turf shall be repaired by the Tenant at no cost to the City.
- (3) The Tenant shall provide labels or containers of applied materials upon application when requested by the City.

a. Irrigation Management: The Tenant shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of the overall system (see Appendix G for form). The report shall be on the form provided by the City and available upon request. All turf areas shall be irrigated per schedules provided by the City, for the appropriate season, to maintain adequate growth, appearance and water conservation efforts.

- (1) Inspection: The Tenant shall conduct weekly irrigation system tests on all turf and bi-weekly irrigation tests on all adjacent non-turf landscape areas and slopes.
- (2) Repairs: The Tenant shall make all irrigation repairs within 24 hours of self-discovery or notification. Replacement of irrigation components shall be as originally installed or approved equal of the same size & quantity. Substitutions must be approved by the City. All main line repairs must be inspected and approved in writing by the City.

b. Turf Reseeding and Restoration of Bare Areas: Overseed all damaged, vandalized, or bare areas to re-establish turf to an acceptable quality on a continual basis. Reseeded areas shall receive supplemental water per controller adjustment, by hand, or portable sprinkler as needed to establish turf. Top dress, seed, and application rate shall be approved by the City.

c. Aeration: All sprinkler heads must be flagged prior to start of work. Mechanically aerate all turf areas as often as required to reduce compaction/stress conditions, but not less than the City schedule. (Appendix F). In those areas where soil conditions are poor, the City may require top dressing.

- (1) Use an aerator with ½ inches tines or larger. Aeration holes shall be a minimum of 6 inches apart unless otherwise directed by the City and shall remove a minimum of 3 inches depth cores. Remove or shatter aeration cores.
- (2) Any areas which show excessive compaction shall receive aeration in two directions at a minimum to alleviate this condition.

(3) Alternative methods of relieving compaction may be considered and must be authorized by the City.

d. Renovation: Renovation of turf grass shall be performed once per year. Turf renovation shall consist of aeration, vertical mowing (dethatching), fertilization, repair, reseeding, and top dressing. Ruts, holes, low areas that do not drain, settling and any condition which may be hazardous shall be corrected as part of the renovation process.

e. Sports Turf Renovation: Renovation of sports turf shall be performed once per year. The requirements are as follows:

(1) Tenant will flag all irrigation heads prior to any renovation work.

(2) Fields will be verti-cut to alleviate thatch and aerated in three directions. After aeration is complete, the Tenant will place amendment material into the field. The field will then be over-seeded with "Ball Park Extreme" seed (or equal), seed will be top dressed with 1/4 inch material.

2. Shrub/Slope/Planter Maintenance

a. Shape: Shrubs are to be pruned/trimmed in natural form and proportion. They shall not at any time interfere with vehicular or pedestrian clearance, visibility, and access unless otherwise directed by the City's representative.

b. Fertilizer: Fertilize all shrub beds, and slopes four (4) times per year by the end of the first week of the appropriate month per the treatment calendar detailed in Appendix F.

c. Pre-emergent: To be completed annually by the end of the first week of the month per the maintenance schedule detailed in Appendix F.

d. Pruning: Prune shrubs to encourage healthy growth habits, natural form and proportion, appearance, and proper vertical & horizontal clearance. All trimmings are to be raked and removed at the time of trimming.

e. Shearing: Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition. No boxing or square shearing is permitted.

f. Slopes: Shrubs are to be maintained a minimum of 3 feet from all fence lines of adjacent homes. Any dead shrubs are to be removed and replaced upon discovery or as notified by the City.

g. Ornamental Grasses: All ornamental grasses will be cut to a height of 6 inches periodically to promote plant health.

h. Planters: All planters will be maintained with a 3-inch layer of organic mulch cover. Irrigation and/or drip lines are not to be exposed at any time.

3. Ground Cover Maintenance:

a. Trimming: All ground cover is to be trimmed so as not to interfere with irrigation operations, encroach onto private property or the Public Right-of-Way. All dead, diseased and unsightly branches, vines, or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of 6 inches from, but not limited to, all trees, shrubs, walls, and fences unless otherwise directed by the City's representative. Groundcover on slope must be trimmed annually to a height of 12 inches to 18 inches. All trimmings are to be raked and removed at the time of trimming. All ground cover shall be pruned away from valve boxes.

b. Fertilizer: Fertilize all ground cover four (4) times per year per the treatment calendar detailed in Appendix F.

c. Pre-emergent: To be completed twice annually by the end of the first week of the month per the schedule detailed in Appendix F at the maximum allowable rate per the manufacturer's labeled recommendations. Thick ground cover areas (Acacia or Myoporum) may be excluded if weeds are not a maintenance problem.

4. Trimming of Trees:

a. Height: The Tenant's field representative shall be trained by a City staff arborist prior to trimming trees.

b. Specifications: All pruning and staking shall conform to International Society of Arborists (ISA) standards and specific directions by the City's staff arborist. The Tenant shall not top any tree, unless specifically directed by the City's staff arborist.

c. Timing: Trees shall be trimmed at appropriate times of the year based upon the species of the tree and the needs of the City. Minimum requirements shall be one pruning per year.

d. Fallen Trees: Fallen trees shall be re-staked, guy-wired, or removed within 24 hours of self-discovery or notifications by the City's staff arborist.

e. Staking: Tenant shall inspect tree stakes regularly, but at a minimum of one time per month. Tree stakes that are loose or broken are to be replaced upon discovery. Tree stakes are to be removed by the Tenant when trees are able to support themselves. Any trees damaged due to stakes, ties or braces will be replaced by the Tenant.

- (1) Trees will be staked per standard specifications using two (2) stakes per tree, and the stakes shall be pentachlorophenol treated lodge pole pine. Stakes shall be placed vertically, 8 – 10 inches from the tree trunk and shall not rub against any part of the tree during windy conditions.
- (2) Trees shall be tied per standard specifications. Using materials and methods approved by the City's staff arborist.
- (3) Ties will be checked frequently and retied or removed to prevent girdling.

f. Minor trimming: Trees shall be trimmed as needed to prevent obstruction of walkways, sidewalks, signs, or other public improvements. Trees shall be maintained a minimum of 7 feet above sidewalks and 16 feet above roadways.

g. Hazardous Conditions: Trees shall be inspected regularly for hazardous conditions, i.e. cracked or splitting leaders, heaving roots, hanging branches, etc.. Corrective action shall be performed by the Tenant and the City shall be notified immediately upon discovery. Fallen branches shall be removed by the Tenant immediately upon discovery or as notified by the City.

h. Tree Wells: Maintain a 24-inch tree well around all trees in turf to avoid damage to trees from mowers, weed eaters, etc. No chemical edging is permitted in tree wells.

5. Park Restrooms Cleaning Services

- a. Park restrooms shall be cleaned daily
- b. Sweep restroom and remove litter from the interior and exterior of building walkways. Do not sweep into landscaped areas.
- c. Wet mop all bathroom floors.
- d. Remove dirt, paper, cob webs and other related debris from all wall and ceiling surfaces.
- e. Thoroughly clean, sanitize and polish all urinals, toilets, and sinks. Remove gum, cigarette butts, landscape debris, etc, and clear any clogs.
- f. Thoroughly clean all bathroom partitions and walls, removing all graffiti. Tenant shall ensure attention to detail on partitions/walls adjacent to urinals, toilets, sinks, and hand dryers.
- g. Wipe down, sanitize, and polish all fixtures, hand dryers, baby changing stations, and drinking fountains.

- h. Restock all liquid and paper products.
- i. Pour drain maintenance chemicals into urinals and floor drains.
- j. Test the functionality of all fixtures and report any items that require repair or replacement.
- k. Clean and organize the plumbing chase. Remove all trash, boxes, and empty cleaning products. Dust and remove rodent traces as-needed.

Appendix A

Median Maintenance Requirements

1. All specifications previously listed and the following shall apply to landscaped medians located within the maintenance areas.
2. All medians are to be kept weed free at all times.
3. Plant material shall not be allowed to obstruct any line-of-sight for vehicular traffic and shall be kept below 30 inches in height from the road surface in any area where traffic line-of-sight may be impacted. Plant material shall be trimmed to prevent splash back of irrigation onto any road surface. The City may provide more specific direction for maintenance as necessary.
4. Irrigation shall be adjusted and inspected as often as needed to ensure that no unsafe condition is created by irrigation run-off onto any road surface.
5. All maintenance personnel shall wear proper PPE including ANSI approved safety vests while working on medians.
6. The Tenant is responsible for ensuring that all median maintenance is performed in a safe manner and that no hazard is created by such operations.

Appendix B Irrigation Maintenance/Water Management

1. Irrigation Operations & Maintenance:

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance. Irrigation shall be accomplished in accordance with the following time frames, unless otherwise approved by the City. At no time will overhead irrigation be permitted between the hours of 9:00am – 6:00pm, except for inspection purposes.

- | | |
|--------------------------------------|------------------------|
| a. Parks (3 days per week) | 10:00 p.m. – 6:00 a.m. |
| b. Medians (2 days per week) | 11:00 p.m. – 5:00 a.m. |
| c. Manual Irrigation testing | 7:00 a.m. – 3:00 p.m. |
| d. Slopes (3 days per week) | 10:00 p.m. – 6:00 a.m. |
| e. Drip Irrigation (3 days per week) | 6:00 a.m. – 4:00 p.m. |

2. Irrigation Responsibilities:

a. The Tenant shall conduct weekly irrigation tests. The Tenant shall display signs in public view stating “Irrigation Test in Progress”. Tenant shall make irrigation test reports available to the City upon request. All irrigation systems shall be tested and inspected by the Tenant in accordance with the following:

- (1) Operate all valves automatically
- (2) Visually inspect all irrigation heads for proper adjustment, operation, and leakage
- (3) Review program and verify controller is operating properly
- (4) The Tenant shall be fully responsible for irrigation controller programming. However City water management direction will be implemented.

b. All systems shall be adjusted in order to:

- (1) Provide adequate coverage of all landscape areas
- (2) Prevent runoff and/or erosion
- (3) Prevent watering of roadways, facilities hardscape, sports courts, sidewalks, walkways, trails, fences, and private property
- (4) Prevent saturated conditions

c. All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per requirements. A report of required systems repairs and/or adjustments shall be submitted to the City.

d. In addition to required testing, when damage is suspected, observed, or reported, all irrigation systems shall be tested and inspected as necessary – daily if necessary. The Tenant's irrigator will mark on the irrigation inspection sheets the overall condition of the landscape. Dead or dying landscape shall be noted at the time of inspection.

e. Irrigation Repairs

(1) Tenant shall make needed repairs within 24 hours of notification or self-discovery.

(2) Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within 24 hours of notification or self-discovery. Provide a back-up or temporary controller should repair of controller be required.

(3) The Tenant will be responsible for repair of all site irrigation as part of this contract price from the water meter and controller through the lateral lines and sprinkler heads.

f. Irrigation turn-off/on due to weather.

(1) The Tenant shall turn off irrigation systems during periods of rainfall or as directed by City staff when suspension of irrigation is desirable to conserve water. Irrigation will remain off for a period depending on how much rain the area received. Once the City Landscape Inspector has acknowledged the necessity to turn on the water again, all controllers shall be activated within 24 hours.

3. Irrigation Personnel:

a. The Tenant's irrigation personnel shall be fully familiar with all brands and models of irrigation equipment including two-wire systems and decoders used within the City. The City has a central irrigation system. Currently, the central irrigation system is operated as a stand-alone system.

b. The Tenant shall provide personnel knowledgeable of and proficient in current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.

c. The Tenant shall provide personnel capable of verbal and written communication in a professional level of English.

4. Irrigation Materials

- a. The Tenant shall maintain adequate inventory of medium to high usage items (e.g., Rain Bird pop-up heads, Hunter rotors, Superior valves, valve box lids, etc.) for timely repair of irrigation systems.
- b. All materials are to be new and identical type and model to existing materials, unless otherwise directed by the City's representative. All new irrigation heads installed shall be fitted with appropriate nozzles to match the precipitation rate of the head being replaced.

5. Water Management

- a. All program changes shall be recorded and submitted to the City on the approved form along with the inspection reports (see Appendix G). Programing may be adjusted due to scheduled City events.
- b. Controller program is to be sufficient to keep the landscape healthy without excessive water use. At some point the City may specify specific programing due to ordinance changes, budgets, and/or planting projects.
- c. Controller programs shall incorporate the following conditions:
 - (1) Meet City Water Management requirements
 - (2) No weekend watering unless authorized
 - (3) Maximize repeat operations (cycle and soak)
 - (4) Minimize station run times (cycle and soak)
 - (5) Reflect actual evapotranspiration (ET) requirements
 - (6) Reflect actual requirements of soil and plants
 - (7) Eliminate runoff onto streets, sidewalks, and other non-target areas
 - (8) Provide sufficient time for soil to dry out between watering

Appendix C

Facility/Park Maintenance Requirements

1. General: All specifications previously listed and the following shall apply to Facilities/Park landscape maintenance areas:

- a. All animal feces or other materials detrimental to human health shall be removed daily.
- b. All broken glass and sharp objects shall be removed daily.
- c. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
- d. All sidewalks and walkways area shall have leaves & debris removed daily.
- e. All play structures, surfaces & sports equipment shall be inspected for vandalism, safety hazards, and serviceability on a daily basis. Deficiencies shall be reported immediately in writing to the City.
- f. All sidewalks within the maintenance areas shall be swept or blown clean daily, if necessary, by 10:00 am to remove any debris. In addition, all sidewalk areas shall be thoroughly cleaned as needed.
- g. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by the Tenant's operations and at other times as required.
- h. All leaves, paper, and debris shall be removed from landscaped areas.
- i. All liter removal shall be removed daily by 10:00 am.
- j. Trash cans shall be emptied as necessary and the tops washed daily. Additional trash pick-up and bag changes may be required. The Tenant shall provide plastic bags for all trash cans at the Tenant's expense.
- k. All drainage devices shall be kept free of vegetation, debris, and algae to allow unrestricted flow of water. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the City immediately.
- l. During inclement weather, the Tenant shall provide adequate staff to keep drains and v-ditches clear and flowing, to ensure public safety.
- m. All barbecue grills shall be emptied of ashes daily as needed.

2. Sand Areas: Sand areas shall be raked weekly to remove any unwanted debris.

- a. All areas shall be maintained weed free. No chemicals are to be used in the sand.
 - b. During the first week of every month, all sand areas shall be roto-tilled to the maximum depth allowable to completely loosen all sand but without causing lower base materials to be mixed with the sand. After roto-tilling, all areas will be raked level.
 - c. Sand shall be maintained at optimum levels in each area, generally three (3) inches below the top of the concrete curbing.
 - d. All subsurface drain systems within the sand areas shall be maintained and repaired by the Tenant.
3. Hard Surface Areas: These areas include, but are not limited to, concrete sidewalks, walkways, basketball courts, bicycle trails, asphalt sidewalks, parking lots, etc.
- a. All areas shall be swept or blown clean weekly, to remove all debris.
 - b. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
 - c. Landscape and planters within parking lots are to be maintained as planters.
4. Infield Maintenance: The Contactor shall maintain the baseball/softball infields weed free throughout the year. This shall include the lip between the infield and outfield.

Appendix D Pesticide Use

1. General:

The City of Chino Hills solicits and encourages BMP's and the use of effective alternative pest control measures.

- a. All pesticide applications are to be made by, or under the supervision of, a person holding a valid license, permit, or certificate pursuant to California Department of Pesticide Regulations Sections 11701, and as may be required by State or local laws and regulation. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of San Bernardino.
- b. Annually, the Tenant shall supply to the City a list of all proposed chemicals to be used. Labels and Material Safety Data Sheets (MSDS) for all listed chemicals shall be supplied at that time. Copies of applicable Pest Control Advisor and Qualified Applicator Licenses shall be submitted, as well as documentation of County Registration.
 - (1) All above mentioned items shall be resubmitted in January of each year.
 - (2) The City shall be notified in writing of any changes or deviations to the aforementioned list. Application of deviated materials shall not be made without prior approval by the City.
- c. Pesticide applications are to be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any Federal, State or County regulatory agency, or by the City of Chino Hills.
- d. A five (5) working day written notice shall be given to the City Landscape Inspector prior to all pesticide applications. The Notice shall include the name of the; targeted pest, chemical, area, rate, method of application and time of day. (see Appendix G)
- e. The City must give consent prior to application of any Category 1 or restricted use pesticide.

2. Required Reports:

- a. The Tenant shall be responsible for filing all required records and reports, including but not limited to "Notice of Intent to Apply" and "Pesticide Use" reports as specified by all Federal, State and County agencies. Reports shall contain accurate and valid information.
- b. The Tenant shall record and maintain accurate records of all pesticide applications. Records shall include the name of the applicator, date, time of day, location, type of chemical, quantity of chemical, method of application, and environmental data.
- c. A pest monitoring report for each site shall be submitted to the City by the first working day of each month. This report shall include the site number, date, identification, extent, and location of pest problems (if any), record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.
- d. The City shall be notified verbally within 48 hours and in writing within five (5) working days of any new pest problems previously unreported and observed by the Tenant.

3. Application of Pesticides:

- a. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life-cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. No application is to take place when wind speed is above 3 mph. Applicator shall monitor the weather forecast to avoid making application prior to inclement weather and to preclude runoff to treated areas. No chemicals are to be applied within close proximity of the public.
- b. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficacy, it shall be applied only in quantities consistent with the treated area's capacity without excessive runoff.
- c. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside of the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing left over material shall NOT be drained on the site to prevent contamination. Handling and disposal of pesticides and tank rinsing materials shall be within the guidelines established by the California Department of Pesticide Regulation or EPA regulations, as applicable.
- d. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be

minimized by avoiding high-pressure applications and using water-soluble drift agents. The City will notify Tenant when a spray pattern indicator is necessary to allow for verification of proper application.

e. Selection of Materials: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjunctives will be to increase pesticide efficacy, thereby reducing the total amount of technical material required to gain control.

f. Substitutions: Whenever a specific type of material is called for, no substitutions shall be allowed without the written consent of the City.

g. Certification of Materials: All materials shall be delivered on the site in original, unopened containers. Materials shall be subject to inspection by the City's representative.

Appendix E

Weed & Pest Control

1. General: Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites, etc.) shall be the responsibility of the Tenant. Written recommendations by a licensed California Agricultural Pest Control Advisor must be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any weed or pest to the satisfaction of the City. The City may determine an acceptable level of impact by a specific pest and adjust the pest control program accordingly. Proper horticultural practices shall be part of the Tenant's pest control program. Failure to prevent, treat, or manage any weed or pest infestation that results in a loss of plant material or creates a risk to public health and safety shall be remedied by the Tenant immediately.

2. Landscape Areas (Shrubs & Ground Cover):

a. Weed Control:

- (1) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations. This treatment shall be performed per the annual treatment calendar (see Appendix F).
- (2) All areas within the boundaries of a given site which are not landscaped shall be treated monthly to eliminate weeds.
- (3) Planters, parkways and medians that are landscaped must have weeds removed weekly. Weeds over 6 inches tall will be pulled and not weed-wacked. Weeds less than 6" tall can be sprayed with an appropriate herbicide.

b. Snail Control: Snails shall be controlled on an as-needed basis on all plant material.

3. Turf:

a. Weed Control:

- (1) Broadleaf weed control in turf shall be treated upon discovery or when notified by the City. Turf is to be weed free at all times. If the Tenant allows turf to be over-run with different grass varieties the Tenant shall replace the turf. An appropriate herbicide shall be applied in accordance with all label specifications.

- (2) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required per the annual treatment calendar (see Appendix F).
- (3) In established turf areas with multiple varieties of grass the Tenant will maintain a minimum variety of grass without broadleaf weeds.

b. Insect & Disease Control:

- (1) All turf areas with fungus infection shall be treated with an appropriate fungicide as approved by the City.
- (2) All other disease, fungus, and pest problems will be treated on a site specific and need-specific basis with the knowledge and consent of the City.
- (3) Turf damage caused by fungus, disease or pests shall be repaired or replaced by the Tenant.

4. Weed Control of Paved Surfaces: The Tenant shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, expansion joints, curb, gutter and all other hardscape surface areas within the City landscape maintenance area on a continual basis.

5. Rodent Control: The Tenant shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by the Tenant upon discovery.

Appendix F Annual Treatment Calendar

Turf Fertilization and Aeration Schedule

Apply fertilizer only after soil is wet and irrigation coverage has been verified.
Changes in specified material must be approved by the City Prior to application.

Parks, Streetscapes, Medians, and Landscape:

DATE	MATERIAL	RATE	LEVEL A	LEVEL B	LEVEL C
Nov. 1	21-4-4 Nitra-King or equal	5 lbs./1,000 SF	X	Omit	Omit
Jan. 1	21-4-4 Nitra-King or equal	5 lbs./1,000 SF	X	Omit	Omit
Mar. 1	Dimension 270-G	3 lbs./1000 SF	X	X	Omit
Apr. 1	16-6-8 Turf Supreme	6 lbs./1,000 SF	X	Omit	Omit
July. 1	25-5-5 Super Turf w/Polyon	6 lbs./1,000 SF	X	X	Omit
Mar. 1	Aerate	N/A	X	X	Omit
Sep. 1	Aerate	N/A	X	Omit	Omit

Slope Shrub and Groundcover Fertilization and Pre-Emergent Schedule

Apply fertilizer to landscape only after soil is wet and irrigation coverage has been verified.
Changes in specified materials must be approved by the City prior to application.

Groundcovers, Flowerbeds, Shrubs, Trees, etc.

DATE	MATERIAL	RATE	LEVEL A	LEVEL B	LEVEL C
Dec. 1	15-15-15 Triple Pro	7 lbs./1,000 SF	X	Omit	Omit
Mar. 1	15-15-15 Triple Pro	7 lbs./1,000 SF	X	Omit	Omit
July. 1	15-15-15 Triple Pro	7 lbs./1,000 SF	X	X	Omit
Oct. 1	Dimension 270-G Pre-Emergent	3 lbs./1,000 SF	X	Omit	Omit

High Profile Fertilization Schedule

Same as for Turf fertilizer with the following addition.

Incorporate renovation schedule into fertilization schedule.

DATE	MATERIAL	RATE	LEVEL A	LEVEL B	LEVEL C
Mar. 1	15-15-15 Triple Pro	5 lbs./1,000 SF	X	X	Omit

Appendix G Reports and Schedules

The Tenant shall submit reports and schedules as requested by the City. Such reports must be detailed and thorough, and may include, but are not limited to:

1. Suggestions for improving problem areas: As needed or as requested by the City.
2. Reports of work planned:
3. Maintenance Schedule(s):
4. Seasonal Irrigation Schedule Form(s):
5. Pesticide Use Reports:
6. Accident Reports: Submit to the City within 24 hours of the accident.
7. Incident Reports: Submit to the City within 24 hours of the incident.
8. Hazard Reports: Submit to the City within 24 hours of identification/discovery.
9. Irrigation Test Reports:

Irrigation Inspection Report

Name _____	Date _____	Time _____																																					
Controller # _____	Day _____	Finish _____																																					
Location _____	Veh # _____	Total _____																																					
Area of Operation _____																																							
Stations 1-36																																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36			
OK																																							
Head Broken																																							
Plugged Noz.																																							
Adjust Head																																							
Low Head																																							
Broken Lat.																																							
Solenoid																																							
Valve																																							
Mixed Heads																																							
Other																																							
Landscape Condition																																							
Good																																							
Fair																																							
Poor																																							
Too Wet																																							
Stress																																							
Controller Program			Yes	No	Comments/Repairs Made																																		
Recommended ET Schedule																																							
Independent Program																																							
Log Update & Complete																																							



Notice of Application

Date: _____ Time(s): _____

The Material(s) being applied is (are): _____

Product Toxicity Category: _____
(Signal word)

EPA: _____

Target Pest: _____

Area Treated: _____
(Attach map if necessary)

Tenant's Signature

City Inspector's Signature

Must have on location at time of spraying