

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: August 28, 2025

MEMO TO: Board of Directors

THROUGH: Clifford C. Chan, General Manager *CCC*

FROM: Michelle L. Workman, Manager of Natural Resources *MLW*

SUBJECT: Follow-up on Siesta Valley Proposal

At its August 26, 2025 meeting, the Board requested a copy of the Siesta Valley Entertainment, LLC proposal for the management and operations of the performing arts center on EBMUD watershed lands, formerly known as Cal Shakes. The proposal is attached.

CCC:MLW

Attachment: Siesta Valley Amphitheater Proposal in Response to RFP ME25-01.03

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Proposal in Response to RFP ME25-01.03 – Performing Arts Programming and Site Management

Submitted To

East Bay Municipal Utility District (EBMUD)
Real Estate Services Division
Matt Elawady

Submitted By

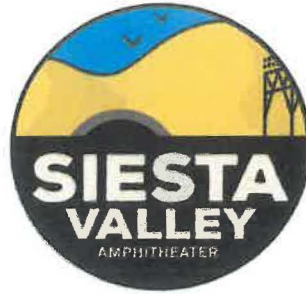
Siesta Valley Entertainment, LLC

Submission Date

May 20, 2025

Primary Contact

Thomas ("Tom") Romary
Co-founder & RFP Project Manager for SVE
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tomromary@gmail.com



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Chairman & Co-founder
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May 20, 2025

East Bay Municipal Utility District
375 11th Street
Oakland, CA 94607

Attn: Matt Elawady

Subject: Proposal in Response to RFP ME25-01.03 – Performing Arts Programming and Site Management

Dear Matt Elawady and the EBMUD Selection Committee,

On behalf of Siesta Valley Entertainment, LLC ("SVE"), we are honored to submit our proposal for the programming, operation, and management of the EBMUD property formerly leased by the California Shakespeare Theater. We understand EBMUD seeks a partner that can not only sustain the legacy of this remarkable venue, but also expand its cultural impact, maintain its environmental integrity, and serve the diverse communities of the East Bay.

SVE is a newly formed entity representing a coalition of artists, entrepreneurs, environmental advocates, and seasoned venue operators. Our shared vision is to transform the former Bruns Amphitheater and surrounding environs into the Siesta Valley Amphitheater, a premier cultural destination and mixed-use performance space that blends world-class entertainment with watershed education, environmental stewardship, and community engagement.

We propose to deliver:

- A robust sustainability, capital improvement, and maintenance plan for long-term care of the venue and surrounding watershed
- 40 to 60 live music performances annually from April through November, spanning genres and audiences
- Film screenings that provide a family-friendly, low-cost community entertainment option
- 5 theatrical productions that build on the rich history of Cal Shakes. The Amphitheater will feature performances from local non-profit theater companies, community theater groups, schools, and educational partner
- Year-round educational programming for local youth, with a focus on environmental stewardship and the performing arts
- A vibrant food and beverage experience emphasizing health, sustainability, and hospitality

Our team brings decades of cross-sector leadership:

- **Tom Romary**, technology entrepreneur and musician with deep operational expertise and experience managing organizations of 2,500+ people.
- **Michael Karp**, veteran restaurateur and former Live Nation executive who led food and beverage operations for major live events.
- **Campbell Foster**, business owner, sales and marketing executive, and nonprofit founder with experience building diverse organizations and environmental charities.
- **Clive Worsley**, former Executive Director of Cal Shakes, with 40+ years of live events production, deep ties to the venue, its educational programs, and East Bay arts organizations.

In addition, we have assembled a team of advisors for SVE in preparation for the RFP response and business plan development (beginning in January 2025), including:

- A Ph.D. forestry and watershed scientist from a leading public university, with decades of experience in East Bay ecology. This expert brings specific research and consulting knowledge related to watershed health, native and invasive species dynamics, and land use planning in the East Bay Hills.
- A retired CAL FIRE Battalion Chief who formerly led unit-level operations in Contra Costa County, now serving as a wildfire mitigation consultant.
- A security manager for NorCal Safeway stores, and a retired police officer & detective in San Leandro.
- A co-founder of Another Planet Entertainment, with 20+ years of experience overseeing performing arts venues and producing live entertainment.
- An entertainment promotions and events management executive in the Bay Area, with direct experience securing talent, promoting events and managing events at the Bruns Amphitheater.
- An attorney and former public-private development advisor to East Bay Regional Park District.
- Owners and operators of the revitalized Guild Theatre in Menlo Park CA, a premier / boutique non-profit performing arts and music venue, which serves the community with many fundraising events.

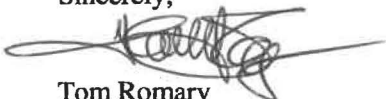
We have generated interest among high net worth performing arts enthusiasts with soft commitments of \$5MM+ in capital (with an additional \$5MM available) to fund operations, capital improvements, and programming, pending the outcome of EBMUD's selection process. We anticipate additional funding for capital improvements to be available via debt instruments, including SBA loans, as well as through public-sector grants and private donations.

While this responding entity is currently structured as an LLC, we intend to establish a 501(c)3 nonprofit parent organization to manage the lease and oversee educational, environmental, and community programming, supported by a for-profit subsidiary to oversee capital improvements and commercial operations. This hybrid model—used successfully by organizations such as the LA Philharmonic, New Orleans Jazz & Heritage Foundation and the Newport Festivals Foundation—will allow us to balance mission and financial sustainability. To formalize that accountability, we would offer EBMUD a permanent seat on the Board of Directors of the 501(c)3, ensuring ongoing alignment with EBMUD's mission, values, and watershed stewardship responsibilities.

We have conducted a thorough review of the RFP, toured the property, and engaged specialists to assess infrastructure and operational needs. We are confident in our ability to revitalize this treasured venue and build a long-term partnership that delivers exceptional value to EBMUD and the East Bay.

Thank you for your consideration.

Sincerely,



Tom Romary
Chairman & Co-founder
Siesta Valley Entertainment, LLC (SVE)

SVE RFP Response to EBMUD: Table of Contents

<i>Overview</i>	<i>5</i>
<i>Proposal Highlights</i>	<i>6</i>
<i>Qualifications & Experience.....</i>	<i>7</i>
<i>Organizational Structure & Operating Model</i>	<i>11</i>
<i>Purpose & Use of the Property.....</i>	<i>14</i>
<i>Community Benefit, Marketing & Access</i>	<i>15</i>
<i>Partnerships & Collaborators</i>	<i>17</i>
<i>Safety & Security Plan.....</i>	<i>19</i>
<i>Facility Management & Maintenance</i>	<i>20</i>
<i>Proposed Lease Terms</i>	<i>25</i>
<i>Case Studies & Examples</i>	<i>26</i>
<i>References</i>	<i>27</i>
<i>Summary & Conclusion</i>	<i>28</i>
<i>Appendix.....</i>	<i>27</i>
<i>A) Siesta Valley Entertainment, LLC Operating Agreement (Legal Entity in State of CA)</i>	
<i>B) Leadership Resumes</i>	
<i>C) Funding Status and Soft Commitments from Investors</i>	
<i>D) 5 year Financial Projections and 15-year high-level Projections (Income and Cash Flows)</i>	
<i>E) Sample Programming Schedule</i>	
<i>F) Portfolio of Past Projects in Performing Arts</i>	

Overview

The Bruns Amphitheater and property formerly occupied by Cal Shakes represent a rare opportunity to revitalize an extraordinary venue on land entrusted to EBMUD. Our founding team, all East Bay residents, has come together not just to preserve this exceptional property, but to transform it into a thriving center for environmental education, artistic expression, and community gathering.

Siesta Valley Entertainment (SVE) is a newly formed organization established for the express purpose of submitting this proposal. While the entity itself is new, the leadership team and advisors bring decades of experience in live event production, venue management, nonprofit leadership, food and beverage operations, and environmental science. We have generated interest among high net worth performing arts enthusiasts with soft commitments of \$5MM+ in capital (with an additional \$5MM available) to fund operations, capital improvements, and programming, pending the outcome of EBMUD's selection.

Our vision for the Bruns Amphitheater and surrounding property as a mixed used performing arts space and community gathering center is grounded in three commitments that align with EBMUD's stated objectives:

1. Community Benefit

We will transform the site into a multi-use, year-round venue that serves the full spectrum of East Bay residents. Programming will include live music, theater, outdoor film screenings, and educational events. The venue will also host private events such as galas, fundraisers, and corporate retreats, generating economic activity and drawing visitors to the region. We are exploring partnerships with regional school districts, arts organizations, and environmental nonprofits to ensure local access and impact. We intend to work with the Bay Area's robust non-profit theater community to host live theater.

2. Environmental Stewardship

We understand the responsibility that comes with operating on protected watershed land. Our plans for infrastructure upgrades—including solar optimization, drainage improvements, and vegetation management—will be developed with input from CAL FIRE, environmental consultants, and EBMUD guidelines. In addition, we propose the creation of the EBMUD Watershed Community Center and California Native Plant & Bird Garden on-site: dedicated spaces for environmental education, watershed literacy, and year-round community learning. This will deepen public understanding of the land's ecological value and promote lasting environmental awareness.

3. Financial Sustainability

Too many performing arts organizations across the Bay Area – most notably, Cal Shakes itself – have closed in recent years due to unsustainable organizational models, declining grant availability, rising costs, and a cultural disconnect with their surrounding communities. We propose a forward-thinking hybrid structure: a nonprofit Foundation (the “Siesta Valley Foundation,” which will hold the lease) paired with a professionally managed and capitalized for-profit operator, (the “Siesta Valley Amphitheater”). This model ensures operational control, investor accountability, and long-term financial resilience while still generating ongoing support for nonprofit programming, educational initiatives, and community partnerships.

Our team has deep roots in the Bay Area and a shared belief in the power of the arts to unite people, elevate place, and generate public good. We are well-capitalized and motivated to deliver a shovel-ready project that will serve EBMUD and the East Bay community for decades to come.

Proposal Highlights

Experienced Stewardship and Vision

This proposal demonstrates a proven commitment to long-term environmental stewardship, community engagement, and responsible facility management. Our leadership team combines expertise in land conservation, infrastructure planning, and public-private partnerships, ensuring a balanced approach that safeguards the Siesta Valley watershed while enabling sustainable public use.

Purpose and Use of the Property

We plan to operate the Amphitheater as a mixed-use performing arts and community gathering space. This venue will host a diverse range of cultural events, concerts, educational programs, and community activities that honor the natural surroundings and foster local engagement. The Amphitheater will be a welcoming destination year-round, blending vibrant artistic programming with outdoor experiences.

Comprehensive Facility Renewal and Safety Upgrades

We recognize that seismic retrofitting, water system modernization, and infrastructure resilience are paramount. Our capital improvement plan prioritizes these critical upgrades, including enhancing ADA accessibility, modernizing restrooms and backstage facilities, and expanding food and beverage service—all designed to protect the site's integrity while improving the guest experience.

Robust Maintenance and Wildfire Mitigation

Our operational model includes proactive maintenance led by a dedicated facility manager and supported by specialized contractors. Fire prevention is a core priority, with integrated wildfire mitigation strategies informed by local forestry experts, strict compliance with state fire safety codes, and continuous landscape management to reduce risk and protect the surrounding environment.

Comprehensive Security and Emergency Preparedness

We will implement rigorous security protocols informed by industry best practices, including licensed security personnel, real-time monitoring, and detailed emergency response plans. These measures ensure a safe and welcoming environment for visitors and neighbors alike, both during events and throughout the year.

Financial Strength and Capital Access

Our team has a line of sight to raise over \$5MM in funding before December 31, 2025 for initial capital improvements, with the capacity to raise an additional \$5-10MM as commercial goals are achieved. We are prepared to pay the initial insurance premium of \$20K, as well as the first year's lease, upon the Effective Date of our agreement with EBMUD. Our financial strategy emphasizes transparency, sustainability, and measured growth, ensuring that investments directly support the facility's revitalization and community mission.

Environmental Education and Community Engagement

The Foundation will actively foster partnerships with local environmental organizations to deliver watershed education and youth programs. We aim to open a dedicated Watershed Education Center and California Native Plant & Bird Garden on-site, promoting ecological literacy and stewardship within the broader community.

Inclusive Community Access and Cultural Vitality

Our approach centers on creating a vibrant, accessible venue that serves diverse audiences and fosters meaningful community connections. The for-profit subsidiary, Siesta Valley Amphitheater, will manage programming and commercial activities, contributing ticket surcharges to EBMUD and the Foundation, as well as 10% of taxable income to the Foundation to sustain ongoing environmental, educational, nonprofit theater, and other initiatives.

Qualifications & Experience

Founders, Advisors & Consultants

Tom Romary, Co-Founder, Chairman & Project Manager for RFP Response

- Seasoned technology entrepreneur and executive with a proven track record founding and scaling venture-backed companies, including Fogdog.com, Lending Club, and BizTrip AI.
- Experienced leading organizations with 2,500+ employees and raising tens of millions in capital, demonstrating strong financial stewardship and operational discipline.
- Musician/songwriter and lifelong patron of the arts, including enjoying live music, theater, and stage productions.
- Holds a Bachelor of Science in Mechanical Engineering from Duke University and an MBA from Harvard Business School.
- Married 26 years, raised family of 3 boys in Orinda, attended Shakespeare & Tennessee Williams plays at Bruns with family, youth sports coach, and deeply invested in the local community.

Michael Karp, Co-Founder, Chief Operating Officer, Food & Beverage

- Owner of five successful restaurants across the East Bay, OAK Airport and Napa, with deep operational expertise in food, beverage, and venue management.
- Former Global VP of Food & Beverage at Live Nation and AEG, overseeing operations at premier venues nationwide, with a strong focus on compliance, safety, and customer experience.
- 30+ years managing large-scale venue operations with proven financial and operational control.
- Holds a Bachelor of Science in Business from Tulane University.
- Moraga resident and committed to local economic growth. Raised family of 3 children in Orinda.

Campbell Foster, Co-Founder, Operating Partner & Capital Campaign Manager

- Technology entrepreneur and sales/marketing executive with 25+ years experience at Google, Adobe, and other leading companies.
- Founder, Executive Director and Trustee of Look to the Water Foundation, a 501(c)3 dedicated to environmental stewardship, watershed protection, and sustainable community engagement.
- Brings a network of environmental scientists, operators in public-private partnerships, wildfire mitigation experts, live music venue operators, and concert promoters
- Holds a Bachelor of Arts in English and Economics from Cornell University and an MBA from NYU Stern School of Business.
- Lafayette resident, married father of 2, and committed to the performing arts and the environment.

Clive Worsley, Co-founder, Advisor, Theater General Manager

- Oakland-based career performing arts and education leader who spent over 20 years with the California Shakespeare Theater, most recently as its Executive Director.
- Extensive experience in live events production and an intimate knowledge of the unique and historical Bruns venue.
- Deep ties to the East Bay arts organizations and educational programs supporting performing arts.
- Oakland resident committed to elevating regional cultural vitality.

RFP Consultants & Partners

For purposes of this proposal, we consulted with several entities and individuals who expressed strong interest in the Siesta Valley Amphitheater and Foundation initiatives. In some cases, these individuals have committed to formally joining our team, contingent on a successful award. To protect their professional obligations, they requested that we withhold their names from this submission and not list them formally as advisors. However, they have allowed us to disclose their affiliations:

- A co-founder of Another Planet Entertainment, California's largest independent concert promoter and venue operator, whose local venues include the Greek Theatre, Fox Theater Oakland, and Bill Graham Civic Auditorium.
- One of the largest individual donors to Cal Shakes over the past two decades, whose philanthropic portfolio focuses on preserving open space, supporting the arts, and developing mission-aligned cultural infrastructure in the East Bay.
- Two managers from Panorama Environmental and TotalEnergies, both of whom collaborated directly with EBMUD on the design, environmental permitting, and implementation of three solar energy installations west of Bear Creek Road in Orinda. Their expertise spans environmental impact analysis, land use strategy, and sustainable infrastructure development on EBMUD-managed lands.
- A retired CAL FIRE Battalion Chief who formerly led unit-level operations in Contra Costa County, now serving as a wildfire mitigation consultant specializing in fuel reduction and defensible space planning for large public and private landowners.
- An attorney and former public-private development advisor to East Bay Regional Park District and EBMUD, with direct experience structuring long-term land use and operating agreements between public agencies and nonprofit or commercial partners. This advisor has consulted on multiple joint-use projects involving open space activation and cultural programming on agency-owned land.
- A Ph.D. forestry and watershed scientist from a leading public university, with decades of experience in East Bay ecology. This expert brings specific research and consulting knowledge related to watershed health, native and invasive species dynamics, and land use planning in the East Bay Hills, including studies conducted in and around Siesta Valley.

Key Capabilities

Live Event & Performing Arts Production

Our leadership team has decades of experience producing, promoting, and managing live performances across music, theater, and festival formats. Collectively, the team has led or supported over **2,000 live performances**, ranging from large-scale amphitheater events to intimate theatrical productions.

- Michael Karp, former Global Head of Food & Beverage for Live Nation and AEG, oversaw operations at venues including Shoreline Amphitheatre, the Hollywood Palladium, and the Greek Theatre.
- Clive Worsley brings experience in live events production and an intimate knowledge of the unique and historical Bruns venue.
- Another Planet Entertainment Consultant has over 20 years of experience producing outdoor festivals, touring shows, and stage production in complex outdoor environments, with ownership and involvement at venues including The Independent and Golden Gate Park's Outside Lands.

Venue Management & Operations

Our team has direct experience managing high-traffic venues with 2,000–15,000 person capacities, including oversight of:

- Front-of-house staffing and guest services
- Vendor and food service integration
- Stage management and tech infrastructure
- Load-in/load-out logistics and security planning
- ADA compliance and audience safety measures

- Implementing technology systems for ticketing, crowd flow, and emergency response across both permanent and pop-up locations.

Property Stewardship & Maintenance

The Siesta Valley Amphitheater team understands that EBMUD's venue is more than a performance space—it is a sensitive natural site requiring skilled stewardship. Our partners at EBMUD, as well as advisors from Panorama Environmental and other consultants, will work in collaboration with our Ph.D. forestry and watershed science advisor to develop:

- Our capital improvement plan, which includes phased upgrades to paths, structures, solar arrays, and ADA access points, developed in consultation with site engineering and ecological experts.
- Plans for working CAL FIRE to develop a site-specific vegetation and wildfire mitigation plan, including active fuel load reduction and defensible space management.
- Trailheads, access roads, and event-day shuttle infrastructure, which will be managed with clear SOPs and maintenance schedules aligned to public access and safety priorities.

Financial Management & Capital Execution

We have secured soft commitments of over \$5MM from investors and will implement multi-year operating budgets with monthly tracking, quarterly board reporting, and external financial review.

- Tom Romary and Campbell Foster have raised more than \$50 million in prior ventures, managed operating budgets in excess of \$30 million, and led teams of 100+ across growth-stage enterprises.
- Budget execution for site upgrades, programming, and operations will follow GAAP-aligned practices and nonprofit Foundation disbursements will be transparently tracked and reported.

Public, Civic & Institutional Partnerships

Our leadership team has worked directly with state and local government, arts councils, park districts, and private property owners. Campbell Foster is the founder, Executive Director, and Trustee of the Look to the Water Foundation, a 501(c)3 that focuses on environmental conservation and protection. We bring a demonstrated track record of:

- Securing and managing public-private partnership agreements
- Navigating multi-agency permitting and CEQA review processes
- Collaborating with civic nonprofits on programming, access, and public use
- Building trust with community stakeholders and donors

Marketing Strategy & Expertise

Our team brings a unique combination of commercial marketing experience and community-based outreach expertise—exactly the kind of versatility EBMUD is seeking for the future of the Bruns Amphitheater. We understand how to sell tickets, build audiences, and fill seats, but we also know how to create meaningful connections with schools, families, and nonprofit partners.

One of our first initiatives as an operating entity will be to conduct a detailed analysis of our audience, the residents of the East Bay, with survey data gathered from channels that include social media (Facebook, Nextdoor, etc.), email, phone outreach, and focus groups. Survey data will be complemented by quantitative data from EBMUD, Chambers of Commerce, the U.S. Census Bureau, Nielsen and ComScore, and proprietary location and behavioral datasets from mobile analytics providers.

This layered approach will help us identify not just who lives in the East Bay, but what drives them to attend live events, how they engage with local culture, and what barriers—whether logistical, financial, or perceptual—may be limiting participation. These insights will inform everything from our programming calendar to ticket pricing, transportation partnerships, and promotional strategy.

Our marketing strategy is grounded in three key capabilities:

1. Proven Experience Promoting Live Events and Theater

Members of our team have managed multi-channel marketing campaigns for concerts, theater performances, and festivals, with a strong track record of driving attendance and ticket sales. We know how to target the right audiences through social media, email marketing, press outreach, and partnerships. Whether it's a classical concert, a local band, a film screening, or a touring dance troupe, we have the tools and know-how to position each event for success.

2. Local Knowledge + Regional Reach

We bring deep roots in the East Bay and an understanding of the cultural and demographic nuances of each community. Our team has worked with school districts, arts groups, and service organizations across Contra Costa and Alameda Counties. We know how to reach Lamorinda families looking for a night out, as well as Oakland and Richmond teens looking for their first live concert. Our messaging will be tailored, accessible, and inclusive.

3. Community Engagement as a Core Strategy

For us, outreach isn't an afterthought, it's built into the way we operate. Whether it's through our relationships with local schools, partnerships with youth organizations, or service hour programs for high school students, we see marketing not just as a sales tool, but to build long-term community ownership of the venue. We don't just want people to attend shows, we want them to feel like the Siesta Valley Amphitheater belongs to them. Because in a real sense, it does.

This well-rounded experience and strategic capacity ensure we are fully equipped to manage the facility, deliver exceptional programming, and build a thriving, long-term cultural destination for East Bay residents, with direct community benefit.

Organizational Structure & Operating Model

We propose a hybrid governance and operating model designed to balance public accountability with financial sustainability and operational excellence. This structure follows the successful model of the Newport Festivals Foundation overseeing the Newport Jazz and Folk Festivals, the New Orleans Jazz & Heritage Foundation overseeing New Orleans Jazz Fest, and the LA Philharmonic (“LA Phil”) overseeing the Hollywood Bowl.

The arts funding landscape has shifted dramatically, with the National Endowment for the Arts (NEA) facing repeated budget cuts that have made reliable grant support increasingly scarce. Closer to home, many performing arts nonprofits in Northern California are struggling, including iconic institutions like Freight & Salvage in Berkeley, which has faced well-documented financial and operational challenges. In May 2025, more than a dozen Bay Area arts nonprofit organizations, including the Berkeley Repertory Theatre, had NEA grants canceled, impacting their financial stability and viability as operating entities.

This pattern reflects a harsh truth: relying solely (or principally) on donations and grants to support a permanent venue with year-round infrastructure expenses and programming is financially unsustainable. Further, it burdens taxpayers with services that don’t align with their values necessarily or uniformly. Our proposed hybrid structure, comprising a nonprofit Foundation overseeing mission integrity with a professionally managed, for-profit operator running day-to-day activities, offers a modern, resilient alternative. It aligns public interest with private investment, encourages efficiency and growth, and ensures that financial sustainability is embedded in the model from day one. The model ensures that private capital is used to deliver public benefit without putting the financial risk or operational burden on EBMUD or taxpayers. This is how we protect the watershed, serve the community, and create a venue that thrives.

If selected through this RFP process, we will formally establish two separate but interrelated corporate entities, in addition to the existing LLC, as outlined below. There will be arm’s length separation between the organizations to avoid conflicts of interest and adhere strictly to IRS regulations.

Legal Entities

Siesta Valley Entertainment, LLC (“SVE”)

A California Limited Liability Company filed with the CA Secretary of State on May 5, 2025, for the purpose of completing the RFP response to EBMUD and fully developing the business plan, including required research and planning, for the nonprofit corporation, Siesta Valley Foundation (“SVF”) and the C-Corporation, Siesta Valley Amphitheater (“SVA”). The operating agreement for SVE is in the Appendix.

Siesta Valley Foundation (Nonprofit Corporation)

The Siesta Valley Foundation (SVF) will be incorporated as a California nonprofit public benefit corporation and will seek 501(c)3 tax-exempt status from the IRS. The Foundation will serve as the formal leaseholder under EBMUD’s Performing Arts Lease. It will maintain a volunteer Board of Directors responsible for educational and environmental programming, public transparency, and oversight of the Foundation’s mission.

The Siesta Valley Foundation will have a dual mission of environmental stewardship and support for the performing arts; it will be fundamentally apolitical in its mission, structure and charter. EBMUD will be invited to hold a permanent seat on the Foundation’s Board of Directors to ensure consistent alignment with public values and land stewardship principles.

Siesta Valley Amphitheater (C-Corporation, placeholder name)

The Siesta Valley Amphitheater will be established as a C-Corporation, contractually bound to the Siesta Valley Foundation through a sublease and operating agreement. It will be responsible for all day-to-day venue operations and commercial activities, including concerts, concessions, staffing, maintenance, private events, and capital improvements. The C-Corp structure provides a clean vehicle for investor participation, reinvestment, and financial management. The specific brand name “Siesta Valley Amphitheater” may change prior to public launch, but for purposes of this RFP, it and SVA refer to the commercial operator of the mixed-use performing arts venue and associated lines of revenue, structured as a C-Corp.

Lease & Capital Responsibilities

- The Performing Arts lease with EBMUD will be held by the nonprofit Siesta Valley Foundation (SVF).
- Approval of this proposal grants SVF the right to sublease the property to the for-profit Siesta Valley Amphitheater (SVA), which will manage and operate the venue in accordance with the lease terms.
- Capital projects may be funded through a mix of private investment, loans, public grant funding, and charitable contributions, including gifts made to SVF and designated for capital use. Regardless of funding source, SVA will retain responsibility for execution and decision-making authority over capital projects. To comply with IRS regulations, public and private funds will not be commingled, but capital improvements will instead be approached collaboratively and via contractual agreements between the for-profit and non-profit entities.
- All naming rights and sponsorship activities will be owned and managed by SVA. SVA may, at its sole discretion, collaborate with SVF on naming opportunities arising from major gifts (typically \$250K+) donated to the nonprofit and designated for capital improvements. Such collaboration will not confer any explicit governance, programming, or operational control to the donor or SVF necessarily.
- SVF will fund and manage its core nonprofit responsibilities, including the employment of a full-time Foundation staff member, operation of the Watershed Community Education Center and California Native Plant & Bird Garden, and oversight of non-commercial activities such as community theater and educational programming. SVA may assist SVF by funding initial operations during the earliest stages of the venture, providing working capital and know-how on a charitable and pro bono basis, under IRS guidelines.
- Oversight of lease compliance, mission alignment, and use of contributed funds will be maintained by SVF through board governance and contractual agreements with SVA.

Revenue Sharing and Public Benefit

The Siesta Valley Amphitheater will contribute to the public good through the following mechanisms:

- 10% of taxable income from SVA will be contributed annually to the nonprofit Foundation, which budget will cover the Executive Director salary (FTE), EBMUD Watershed Education Center and California Native Plant & Bird Center, contractors and advisors, environmental impact analyses for capital improvements, educational programming, and other initiatives with no direct commercial benefit.
- All ticket sales for commercial and non-commercial events will include two fees:
 - \$2.00 EBMUD Land Preservation fee, transferrable directly to EBMUD
 - \$3.00 Siesta Valley Foundation fee to support the non-profit mission and operations of the 501(c)3, transferrable to SVF
 - These ticket fees will likely increase with inflation over the 15 year lease period.
- The Foundation will manage any grant funding, public outreach, and watershed education initiatives in partnership with EBMUD and regional organizations; the Foundation may also manage and deploy budget for capital improvements that benefit both the non-profit and for-profit entities, as permitted by state and federal law, under the terms of any contractual agreements between parties, and under the terms of the respective EBMUD, Foundation, and C-Corp bylaws, and Articles of Incorporation.

Oversight and Alignment

This structure ensures that:

- EBMUD retains visibility and influence via a Board seat on the nonprofit
- The nonprofit holds the lease and mission integrity
- The for-profit entity manages commercial operations efficiently and transparently
- Both entities work in partnership toward shared cultural and environmental goals; The primary goal of the Foundation is environmental stewardship and community enrichment through the performing arts, while the primary goal of the Amphitheater is to deliver world-class live entertainment experiences and adjacent services

Naming Rights Reset

All prior naming rights associated with the former California Shakespeare Theater (Cal Shakes) — including but not limited to the Bruns Amphitheater, the Sharon Simpson Center, the Jonathan Moscone Green Room, and other spaces — were granted under the auspices of Cal Shakes and were not recorded as perpetual or transferable. With the formal insolvency and cessation of Cal Shakes' operations, those naming rights and designations expired. The Siesta Valley Amphitheater (SVA), as the new operating entity, reserves the exclusive right to rename and remarket all physical spaces in accordance with its own sponsorship, investment, and branding strategy.

Organizational Chart & Staffing

We propose a combination of full-time and part-time employees, along with a network of contractors, consultants and advisors to provide flexibility and scale.

Siesta Valley Foundation Org Chart

- 3-member Board of Directors
 1. Chairman (significant experience running a nonprofit Foundation)
 2. EBMUD representative
 3. Representative with environmental science or similar experience
- Executive Director reporting to the Board of Directors
- Contractors, volunteers, and part-time employees for:
 - Development
 - Marketing
 - Environmental science (forestry + watershed)
 - Community engagement & partnerships
 - Grant writing
 - Non-profit theater programming
 - Additional functions as appropriate and determined by ED and BoD

Siesta Valley Amphitheater Org Chart

- 5-member Board of Directors
 - SVE representatives (Tom Romary, Michael Karp, Campbell Foster)
 - Independent representative from local business community
 - Investor representative
- Chief Executive Officer & General Manager (FTE) reporting to the Board of Directors
 - Venue Operations Manager (FTE)
 - A/V technical (sound and lighting, film projector ops, etc.) (PTE)
 - Landscaping (PTE)
 - Electrical, plumbing and carpentry (PTE)
 - Director of Sponsorships, Private Events & Media Sales (FTE)
 - Marketing Manager (PTE)
 - Programming Director (PTE)
 - Director of Security (PTE)
- Food & Beverage Director reporting to COO of SVE
 - Food & Beverage Facilities & Operations Manager (PTE)

Event Staffing

- Events will be staffed with seasonal and hourly employees to support:
 - Security, Ushers & Guest Services
 - Food & Beverage Operations
 - Talent & Management Operations
 - Ticketing
 - Parking

Purpose & Use of the Property

Vision and Mission

Siesta Valley Amphitheater will be a premier venue for live entertainment and events, offering exceptional cultural programming and hospitality in one of the Bay Area's most scenic natural environments. Our mission is to revitalize this treasured site as a financially sustainable, community-centered performing arts destination, while upholding responsible stewardship of the land and its watershed.

In addition to live performances, Siesta Valley Amphitheater will partner with the Foundation and local organizations to deliver year-round educational programs. We aim to provide a safe, inspiring, and enjoyable space that welcomes the entire community.

Performing Arts Programming and Use

Our operating plan includes a mix of live events, educational initiatives, and community gatherings, ensuring consistent activation of the venue throughout the season (April through November).

Live Music

- Touring artists across genres: rock, jazz, country, folk, classical, hip-hop, bluegrass
- High-quality tribute acts and curated showcase nights
- Local and emerging musicians
- 2–3 multi-day festivals featuring multiple acts per day

Film Screenings

- Movie nights under the stars during weeknights and shoulder season
- Film festivals, as appropriate and relevant

Theater & Dance Productions

- Shakespeare and traditional live theater programming
- Community theater and local performing arts groups
- Youth theater productions and school showcases

Educational Programming

- School district partnerships for student productions
- Watershed education, in collaboration with environmental organizations
- Performing arts education in music, movement, and stage skills

Private Events

- Weddings, including full-service and DIY options
- Corporate events, such as all-hands meetings, product launches, and leadership retreats
- Nonprofit fundraisers and galas, offering unique outdoor ambiance and flexible staging
- Private concerts and parties, including milestone celebrations and donor appreciation programs

Dining and Concessions

- Seasonal restaurant and bar facilities (phased development)
- Healthy, locally sourced food and beverage options
- Food truck area and mobile concessions to enhance patron experience

Community Benefit, Marketing & Access

We will maximize community benefit through:

- Cultural Access
 - Discounted ticket options for specific events
 - Free performances and community event nights
 - Open-call participation for local performers
- Education
 - Internships and job training for local students
 - Collaborative arts and science curriculum with local schools
 - Service hours for local high school students
 - Vocational training for college students and early career professionals looking for instruction in theater arts
- Economic Impact
 - Local job creation (seasonal and year-round roles)
 - Partnerships with local vendors and suppliers
 - Additional revenue for EBMUD through lease fees and shared ticket surcharges
- Environmental Stewardship
 - Site maintenance practices aligned with watershed conservation
 - Public education around water, fire safety, and habitat protection with the creation of the EBMUD Watershed Education Center; details, below
 - Native landscaping and habitat restoration integrated into site design

Marketing & Access

We believe strongly that the Bruns Amphitheater cannot function sustainably by operating as a nonprofit performing arts venue focused narrowly on Shakespeare and theater for wealthy patrons; Cal Shakes demonstrated as much. To maximize community usage of the property and promote the new Siesta Valley Amphitheater programming slate, our marketing and access plan relies on the following key principles:

1. Making programming more accessible and diverse

Our proposal offers a broad range of live music, film, theater and dance, and educational programming. Within each of these categories, Siesta Valley Amphitheater will provide experiences for residents of every East Bay community, starting with Lamorinda itself, and expanding outward to the rest of Contra Costa County, and to Alameda County. It is a missed opportunity not to design a comprehensive and diverse programming slate that appeals to residents of Oakland, Richmond, Fremont, Hayward, Antioch, Pittsburgh, Newark and other cities and towns outside of Cal Shakes' legacy, affluent theater audience from Berkeley. Further, by offering specific programming targeted at East Bay youth, we will ensure Siesta Valley Amphitheater reflects the full spectrum of residents.

2. Youth & School Engagement

We will invite local elementary, middle, and high school students for immersive field trips that combine the arts with environmental learning. Each visit will include a guided tour of the Bruns property led by a regional ecologist and educator, highlighting the area's unique role in the Siesta Valley watershed. Programming will be aligned with California curriculum standards and developed in collaboration with East Bay school districts.

To deepen student involvement, the Siesta Valley Foundation will be registered as a certified service organization capable of offering volunteer hours toward Presidential Service Awards and other forms of civic recognition. We envision clubs such as a *Siesta Valley Watershed Club* at schools like Campolindo High School, giving students the opportunity to contribute to environmental education, stewardship events, and youth outreach efforts hosted on-site.

3. Environmental & Wildlife Education Partnerships

The amphitheater will serve as a platform for regional environmental and conservation organizations—similar in spirit to the Peregrine Fund’s World Center for Birds of Prey. We aim to partner with institutions like the Lindsay Wildlife Experience and the California Academy of Sciences to host hands-on science workshops, youth ecology events, and community education programs that celebrate biodiversity and EBMUD’s environmental leadership.

4. Access Through Service Organizations

We will build lasting partnerships with youth-serving organizations such as the Boys & Girls Clubs of Oakland, the RYSE Center in Richmond, and the East Bay Asian Youth Center. These collaborations will allow us to co-create culturally relevant programming, offer subsidized transportation, and provide free or discounted admission for students and families. These efforts will be sustained and integrated—not one-off giveaways—ensuring equity in access to arts and environmental programming across the region.

Our founding team has deep experience in consumer, entertainment and venue marketing, with tactical expertise across public relations, digital marketing, consumer insights and research, analytics and measurement. Additional details on proposed community partners are included, below.

EBMUD Watershed Community Center and California Native Plant & Bird Garden

As part of our commitment to environmental education and public benefit, we propose the creation of the EBMUD Watershed Community Center and California Native Plant & Bird Garden within the Siesta Valley Amphitheater grounds. These space will serve as a hub for year-round environmental learning, with interpretive displays, rotating exhibits, and seasonal programming focused on watershed science, sustainability, and land stewardship. Developed in partnership with EBMUD and regional conservation organizations, the Watershed Community Center would offer school field trips, speaker series, and hands-on activities to engage residents of all ages in understanding and protecting the unique ecosystem of the Siesta Valley watershed.

We envision the California Native Plant & Bird Garden as a cornerstone of the amphitheater grounds—an immersive, living exhibit that celebrates the natural heritage of the Siesta Valley. Echoing the spirit of the Shakespeare Garden in San Francisco’s Golden Gate Park, the garden will showcase native California species that share botanical and poetic lineage with those referenced in Shakespeare’s works. Plants like yarrow, fennel, willow, and wild rose—common to both Elizabethan England and Northern California—will form the foundation of a beautifully curated, educational landscape.

More than just a garden, this space will become a destination for birdwatchers and nature lovers across the Bay Area. By prioritizing native plants that provide food and habitat, we aim to attract a wide variety of migratory and resident bird species, turning the site into a vibrant, accessible birding hub. With well-marked trails, seating areas, interpretive signage, and QR-code guides, the garden will serve both as a place of quiet observation and active learning. It will be maintained in partnership with local native plant societies, Audubon chapters, and ecology educators, offering year-round programming that blends botany, literature, and conservation.

Partnerships & Collaborators

The success of the Siesta Valley Amphitheater is rooted in our commitment to partnerships that strengthen operations, deepen community trust, and enhance the cultural life of the East Bay. From global entertainment partners to neighborhood associations, we will build a coalition that supports excellence, sustainability, and accessibility.

Ticketing, Promotions & Production

We are in initial discussions with several Bay Area promoters, including Another Planet Entertainment (APE) and Paper Moon Presents, to serve as our booking partners and concert promoters. APE is the Bay Area's leading independent concert promoter and producer of major events including Outside Lands, and operates venues including the Greek Theatre and Fox Theater. Paper Moon Presents has delivered several live music performances at the Cal Shakes theater and is familiar with the venue and its operations.

For ticketing services, we plan to partner with LiveNation or EventBrite, whose platforms provide best-in-class tools for ticketing, marketing, and customer service. LiveNation, APE, Paper Moon Presents, and EventBrite offer marketing and promotional services to drive attendance at the Amphitheater's commercial events, in complement to our team's already robust capabilities.

Limited-run theatrical productions, including Shakespeare performances, will be coordinated through and produced in collaboration with members of the former Cal Shakes organization and the broader Shakespeare community of California.

The California Shakespeare & Theater Community

The Siesta Valley Amphitheater welcomes collaboration with members of the former Cal Shakes organization and others, through a seasonal residency model, under which they may present theatrical productions as part of a broader and more diverse cultural calendar. These engagements will be structured either as grant-funded residencies or contracted performances, with clear scope, timeline, and artistic parameters aligned with the Amphitheater's overall programming goals.

While we are proud to honor the legacy of Shakespeare performance in this space, all operational decisions—including programming, branding, and use of facilities—will remain under the direction of the Siesta Valley Amphitheater. This approach ensures artistic excellence, operational clarity, and alignment with our vision of a multidisciplinary venue that serves a wide and inclusive regional audience.

Local Law Enforcement and Public Safety

We will work directly with the Orinda Police Department and the Contra Costa County Sheriff's Office to coordinate event security, traffic control, and emergency response. We will also collaborate with the East Bay Regional Park District Police, who support public safety across open space and watershed properties, ensuring our plans are aligned with regional expectations and best practices.

Additionally, given the property's location in a high-risk fire zone, we will work closely with CAL FIRE on fire prevention protocols, defensible space planning, fuel-load reduction, and emergency preparedness. This partnership will also support public education initiatives and fire-safety training for venue staff.

Orinda & Lafayette Chambers of Commerce

We will maintain an active partnership with the Orinda and Lafayette Chambers of Commerce to support local business visibility, coordinate community events, and contribute to the area's economic vitality. This partnership will help us integrate into the civic fabric of Orinda and Lafayette from day one.

Wilder Homeowners Association (HOA)

Because the Siesta Valley Amphitheater shares an exit off Highway 24 with the Wilder residential community, we have had initial conversations with the Wilder HOA to build a proactive relationship with that community of homeowners. Together, we will coordinate on traffic flow, parking policies, and event timing. We also plan

to host joint meetings and offer Wilder residents early-access programs and feedback channels to maintain transparency and goodwill.

Park Theater Trust

We will partner with the Park Theater Trust in Lafayette to support their mission of revitalizing the historic Park Theater. While renovations are underway, we will offer the Siesta Valley Amphitheater as a temporary home for screenings and community events, helping the Trust maintain programming momentum and visibility while promoting the Save the Lafayette Park Theater campaign.

Saint Mary's College of California

We are exploring a partnership with Saint Mary's College in nearby Moraga, offering internships, hands-on learning experiences in event production and marketing, and opportunities for students to engage with our operations as part of their coursework. This collaboration supports the college's mission and provides meaningful real-world experience to its students.

Environmental Conservation Organizations

We will align our sustainability and educational goals with respected local organizations, including, for example:

- **Friends of Orinda Creeks**, which works to restore and preserve local watershed habitats.
- **Lindsay Wildlife Experience**, a Walnut Creek zoology museum that "connects people with wildlife to inspire responsibility and respect for the world we share.
- **The Watershed Project**, focused on community-driven conservation in the East Bay.
- **Save Mount Diablo**, a land trust protecting open space, biodiversity, and scenic resources.

These partnerships will help guide responsible development, habitat protection, and community education around water and land stewardship.

Regional Transportation Agencies

To reduce traffic congestion and encourage sustainable access, we will partner with Bay Area Rapid Transit (BART) to promote public transit use for events. We plan to coordinate shuttle service from the Orinda BART stations and work with local agencies on signage, rider outreach, and service timing.

John Muir Health – Walnut Creek Medical Center

As the region's closest trauma center, John Muir Medical Center in Walnut Creek will be our primary partner for emergency medical planning. We will coordinate with hospital leadership to ensure proper protocols, access, and response strategies are in place for high-attendance events. For select large events, we will contract on-site EMTs or first responders.

Architects and Civil Engineers

We intend to engage architectural and engineering partners who share this commitment to sustainability and environmental stewardship -- starting with Leddy Maytum Stacy Architects (LMSA), which designed the Sharon Simpson Center. Collaborating with firms experienced in eco-conscious design will ensure that future developments at the Siesta Valley Amphitheater continue to honor and enhance the natural beauty of the site.

Safety & Security Plan

Ensuring the safety of guests, staff, and the surrounding environment is central to our operating plan for the Siesta Valley Amphitheater. Our security strategy will scale with the venue's programming calendar and be responsive to seasonal demands, event types, and site conditions.

Event Security

- Professional event security personnel will be contracted as needed for performances, covering entry points, stage areas, parking, and general audience supervision.
- Bag checks and ID verification will be conducted for large-scale and age-restricted events.
- Clear emergency response protocols will be developed and reviewed with staff before the season begins, and refreshed regularly.
- Coordination with local law enforcement, fire departments, and EMS will ensure proper planning and support for high-attendance events.

Facilities Security

- Routine site checks will be performed by security contractors or operations staff.
- Motion-activated lighting and remote surveillance systems will be installed at key entry points and facility buildings.
- Access control systems and secure locks will protect backstage areas, storage, and infrastructure.

Perimeter Fencing and Site Access

Recognizing the unique natural setting and watershed protections in place, we propose to lead a cost-benefit analysis and environmental impact assessment, in close partnership with EBMUD, to evaluate the feasibility of installing perimeter fencing around all or parts of the property.

This assessment will weigh:

- Public safety and deterrence of unauthorized access
- Wildlife movement and habitat protection
- Fire safety and emergency vehicle access
- Visual impact on the natural setting
- Ongoing maintenance considerations

Pending the outcome, we may recommend limited fencing in critical zones (e.g., around ticketed performance areas, equipment yards, and storage areas) while preserving open areas where natural boundaries or landscape features offer sufficient protection.

Staff Training and Emergency Preparedness

All event-day staff, vendors, and contractors will receive training in:

- Emergency response and evacuation procedures
- Guest relations and de-escalation
- Fire prevention and safety basics
- Incident reporting and communication with management

We will also establish a direct communication protocol with EBMUD staff to coordinate safety planning, incident escalation, and seasonal risk management, especially during non-performance periods when the site may host EBMUD programs or remain dormant.

This security plan provides a flexible, responsible framework for keeping the Siesta Valley Amphitheater safe and well-managed throughout the season, while respecting the environmental integrity of the site.

Facility Management & Maintenance

The Siesta Valley Amphitheater will be managed with a structured, phased development and maintenance strategy that balances immediate infrastructure needs with long-term sustainability, environmental responsibility, and guest comfort. This plan addresses both necessary repairs and a series of deliberate, scalable enhancements to capacity and the guest experience over time.

Project Oversight and Accountability

All facilities-related activities will be overseen by a dedicated Facilities Manager. This individual will be responsible for construction oversight, daily site operations, inspections, and coordination with contractors, vendors, and public agencies. The Facilities Manager will be responsible for coordinating all capital improvements and addressing deferred maintenance in partnership with the Siesta Valley Foundation Board of Directors and Project Manager.

We will also form a Construction Advisory Team, including a licensed general contractor, a civil engineer, and a permitting consultant. This group will manage capital projects and interface with EBMUD, Contra Costa County, and relevant safety and environmental authorities to ensure full compliance and timely delivery.

EBMUD Facility Access

In accordance with the RFP and lease terms, we fully support EBMUD's right to access the property and facilities during non-performance periods for meetings, outdoor gatherings, and other official uses. To ensure this access is seamless and secure:

- A designated point of contact on our team will coordinate directly with EBMUD staff to schedule and support District use of the facilities.
- Access schedules will be managed via a shared calendar system, with ample lead time and flexibility to accommodate EBMUD needs.
- During EBMUD-approved use, security and facilities staff will be available on-site or on-call to support access, ensure safety, and maintain operational readiness.
- All EBMUD use will be prioritized during non-performance windows and in alignment with our broader commitment to being a collaborative, responsive partner.

We view this use as a natural extension of our shared stewardship of the site, and welcome opportunities to support EBMUD's internal and community-facing initiatives.

Capital Improvements, Upgrades & Deferred Maintenance Plan and Timeline

Phase 1: Immediate Improvements (2025–2026)

This phase will prioritize structural integrity, code compliance, and feasibility studies to guide future expansion. The operational goal of this phase is to provide a foundation for future growth by establishing the working relationship between EBMUD, the Foundation, and the Amphitheater; proving out the business model of the Amphitheater; and, ensuring environmental stewardship while adhering to the terms of the lease.

During this phase we will:

- Address deferred maintenance and aging infrastructure
- Implement seismic bracing for the amphitheater
- Repair water intrusion and upgrade drainage systems
- Upgrade core sound and technical equipment
- Improve existing food and beverage staging areas
- Conduct cost-benefit and environmental impact studies for:
 - Installation of perimeter fencing
- Initiate a site study for restroom capacity and layout, including plans for a family restroom

Phase 2: Expanded Infrastructure and Services (2026–2027)

Based on findings from Phase 1, we will begin targeted infrastructure enhancements and prepare for further expansion.

- Install perimeter fencing in key zones as guided by environmental and safety assessments
- Upgrade seating layout and ADA-compliant access points
- Build permanent food and beverage service infrastructure
- Assess feasibility and environmental impact of:
 - Expanding the footprint of and adding seating capacity to the existing amphitheater
 - Building an outdoor side-stage bandshell to support flexible event programming
 - Partial weather protection options, such as tensile shade structures or modular covers, for consideration in Phase 3
 - Connecting to municipal water and Contra Costa County sewer systems
- Begin bathroom expansion

Phase 3: Full Venue Buildout (2027–2028)

This final phase completes the transformation of the Siesta Valley Amphitheater into a top-tier regional venue.

- Complete buildout of indoor restaurant/bar and an enclosed performance space
- Connect to municipal water and sewer
- Construct a stage-side bar and guest social area inside the amphitheater
- Expand amphitheater seating capacity, pending results of feasibility, cost-benefit analysis, environmental impact studies, and permitting studies from Phase 2
- If deemed viable, install partial weather protection structure
- Complete final restroom upgrades and accessibility enhancements
- Landscape improvements and final site beautification

Year-Round Maintenance Plan

Alongside capital improvements, we will maintain a robust, ongoing facilities management program to ensure safety, compliance, and guest satisfaction:

- Weekly inspections during the performance season; monthly inspections in the off-season
- Annual third-party assessments of structures, utilities, and environmental impact
- Preventive maintenance of all key systems: drainage, septic, solar, HVAC, lighting, electrical
- Forestry and fire-risk mitigation conducted in coordination with Cal Fire and licensed arborists
- Routine trail, road, and parking area upkeep
- Seasonal readiness: spring pre-opening protocols and fall winterization activities

This plan reflects a pragmatic, scalable approach to venue development and operations—one that balances vision with fiscal discipline, and innovation with respect for the land and community.

Maintenance Plan for All Facilities

In compliance with the RFP, the above year-round maintenance plan applies to all permanent and semi-permanent structures on all property and parcels as detailed in the RFP, including the amphitheater, administrative buildings, food and beverage stations, storage facilities, utilities infrastructure, solar array, access roads, restrooms, and green room areas. The plan includes routine inspections, preventive maintenance, third-party structural reviews, forestry risk mitigation, and utility system servicing coordinated with licensed contractors and public safety agencies.

Financial Capability

Funding Sources and Structure

The Siesta Valley Amphitheater will be capitalized partly through a \$5MM convertible note offering, raised from private investors in SVA. These funds will be used to support lease obligations, insurance overhead, staff salaries, initial capital improvements, equipment purchases, and operating expenses during the early phases of operation. The convertible structure aligns long-term investor interests with the venue's financial success while preserving operational flexibility during the launch period.

An additional \$5MM in private follow-on capital is available to support expansion opportunities, contingencies, and further site improvements. Additionally, public grants and private donations contributed to the Foundation, and earmarked for capital improvements, can add financial flexibility and contribute resources while avoiding conflicts of interest. We may also pursue SBA 7(A) financing or private debt instruments to fund working capital (operations) and capital improvements (construction). Together, this funding approach positions the venue for long-term stability and thoughtful, sustainable growth.

While investors in the for-profit entity will not receive direct tax benefits, the financial model is structured to ensure meaningful philanthropic and community return. Specifically:

- SVA will contribute 10% of its annual taxable income to the Foundation as a charitable donation. This contribution may be tax-deductible under IRS rules and excluded from EBITDA, supporting the Foundation's mission while improving the after-tax financial profile of the for-profit entity.
- All ticket sales for commercial and non-commercial events will include two fees:
 - \$2.00 EBMUD Land Preservation fee, transferrable directly to EBMUD
 - \$3.00 Siesta Valley Foundation fee to support the non-profit mission and operations of the 501(c)3, transferrable to SVF

These contributions reflect our commitment to public accountability and mission alignment, and will be disclosed and reported transparently to all stakeholders.

Due to the compressed timeline and lacking more detailed information about the specific construction and deferred maintenance costs, we cannot provide an Unconditional Letter of Credit or Performance Bond at this time. To signal our readiness and financial capability, we propose the following:

- Payment for the initial insurance obligation of \$20K will be made on the Effective Date of the agreement upon approval at an EBMUD Board of Directors meeting
- The first year of the lease term will be paid on the Effective Date
- Between the Effective Date and September 30, 2025, SVA commits to securing a Construction Surety Bond after reviewing, prioritizing, and developing a phased schedule for addressing deferred maintenance
- By December 31, 2025, SVA commits to raising a minimum of \$5MM in capital through a combination of debt financing and a convertible note offering from private investors in SVA, earmarking \$2MM for capital improvements in 2025-2027, including but not limited to:
 - Completion of earthquake bracing for the main theater
 - Bringing the theater into full or partial ADA compliance
 - Addressing any deferred maintenance that prevents the safe operation of the facilities
 - Completion of the California Native Plant & Bird Garden
 - Completion of the EBMUD Watershed Education Center
- By December 31, 2025, SVF commits to raising a minimum of \$500K from public grants and private donations for both capital improvements and Foundation operations; naming rights arising from Major Gifts will be coordinated in collaboration with SVA

We respectfully request that EBMUD accept our phased bonding and capital commitment structure as an equivalent show of financial readiness, given the constraints of launching a new entity for this proposal and the lack of detailed cost estimates for deferred maintenance and capital improvements.

Revenue Projections for Siesta Valley Amphitheater

Our financial model projects steady and diversified revenue growth from launch through stabilization:

- **2026.** \$. 1.7MM
- **2027.** \$. 2.6MM
- **2030.** \$ 5.5MM
- **2041.** \$11.0MM

Primary revenue streams include:

1. Ticket Sales
 - 50+ live music events annually
 - Select community and theatrical productions
 - Special events and festivals
 - \$700k (2026) → \$2.1M (2030) → \$4.2M (2041)
2. Food and Beverage
 - Restaurant operations
 - On-site concessions
 - Catering for private events
 - \$500k (2026) → \$2.0M (2030) → \$4.0M (2041)
3. Sponsorships and Partnerships
 - Corporate sponsors, brand activations, media tie-ins
 - \$100k (2026) → \$550k (2030) → \$1.1M (2041)
4. Venue Rentals
 - Weddings, corporate offsites, nonprofit galas
 - \$100k (2026) → \$250k (2030) → \$500k (2041)
5. Merchandise Sales
 - Artist-branded and venue-branded merchandise
 - \$200k (2026) → \$410k (2030) → \$800k (2041)
6. Parking
 - Premium parking (\$20 per car 2026; discount for 3x carpool)
 - \$100k (2026) → \$200k (2030) → \$400k (2041)
 - **Free shuttle service** from BART will be offered to encourage public transit use

Operating Expenses

Major expense categories include:

- Staffing and personnel
- Facilities maintenance and improvements
- Utilities and site services
- Programming and artist fees
- Marketing and audience development
- Insurance and security
- Administrative and compliance costs

Detailed annual expenses are included in the attached operating budget and financial model.

Break-Even Analysis

We anticipate reaching **operational break-even within 18 months**, based on conservative assumptions and a ramped event schedule.

- **2026:** Anticipated loss of \$500K
- **2027:** Break-even year (no net operating profit), net of Capital Improvements and Deferred Maintenance costs
- **2030:** ~ \$700,000 projected net operating profit

- **2041:** ~\$1,600,000 projected net operating profit

In 2026, EBMUD will generate \$12k in rent and an additional \$33k in the “land preservation fee” from ticket sales (\$45k total). By 2030, the “land preservation fee” income for EBMUD will grow to \$70k, and is projected to hit \$110k by 2041.

This capital strategy, paired with disciplined operations and a scalable revenue model, gives us strong confidence in the long-term financial sustainability of the Siesta Valley Amphitheater. We are prepared to meet the responsibilities of the lease, maintain the site to the highest standards, and deliver consistent value to EBMUD and the broader East Bay community.

Foundation Financials

The appendix has a high-level revenue and operating pro-forma, which includes capital expenditures to fund ADA compliance, bathroom expansion, environmental impact analyses, and all costs for the EBMUD Watershed Education Center and California Native Garden & Bird Garden. The Foundation will earn (via the “SVF fee” on all ticket sales) a projected \$49k in 2026, \$106k in 2030, and a projected \$164k in 2041 from the C-Corp to support programs.

Proposed Lease Terms

- Base Lease Rate
 - \$12,000 per year, payable in annual installments, with the first installment due on the Effective Date, with annual increases indexed to CPI
- Ticket Fees
 - All ticket sales for commercial and non-commercial events will include two fees:
 - \$2.00 EBMUD Land Preservation fee, transferrable directly to EBMUD
 - \$3.00 Siesta Valley Foundation fee to support the non-profit mission and operations of the 501(c)3, transferrable to SVF
 - These ticket fees will increase with inflation in the 15 year period 2026 to 2041
- Term
 - 15-year lease as specified in RFP
 - Option for extension based on mutual agreement
- Structure
 - Siesta Valley Foundation will execute the lease, and sublease to Siesta Valley Amphitheater as permitted by the current lease terms
- Capital Improvements
 - Ongoing investments in maintenance and upgrades
 - \$2MM allocated to capital improvements in 2025-2027 with funding coming from public and private sources across the SVA and SVF

Case Studies & Examples

Case Study 1: Live Music Programming

The Guild Theatre, Menlo Park, CA

Our team has studied the successful transformation of The Guild Theatre in Menlo Park, which was converted from a single-screen movie theater into a thriving live music venue. The Guild now hosts a diverse range of musical acts and has become a cultural hub for the community. We plan to implement similar programming strategies, with a focus on creating an exceptional audience experience through superior sound quality, comfortable facilities, and diverse musical offerings. The Guild is managed through an operating structure identical to what we are proposing here, with a non-profit parent and a for-profit subsidiary.

Case Study 2: Food and Beverage Operations

Fourth Bore & Forge Restaurants

Michael Karp's experience operating successful restaurants in the East Bay provides a proven model for our food and beverage operations. His restaurants are known for quality, consistency, and creating community gathering spaces. We will apply these principles to our dining options at the Siesta Valley Amphitheatre, creating a destination for dining even on non-performance days.

Case Study 3: Theater Operations

Cal Shakes at Bruns Amphitheatre

Clive Worsley's direct experience managing Cal Shakes at this very location provides invaluable insight into the operational requirements and challenges of the property. His leadership resulted in successful theatrical seasons, community engagement, and educational programming. We will build upon this foundation while expanding the range of performances and community offerings.

Case Study 4: Scaling Businesses

Yapta, Inc

Tom Romary's direct experience as Founder/CEO in starting and scaling travel tech company Yapta, Inc from concept / founding (2006) to millions in revenue and a successful exit to Coupa software (2019), over a 13-year journey, involved raising \$16MM in capital from private investors, leading venture capital firms, and corporate entities like Concur Inc. (now owned by SAP).

Mr. Romary, Mr. Karp, Mr. Worsley and Mr. Foster have years of experience in raising the necessary capital and building BOD and organizations to build successful companies and non-profit organizations.

References

Michael Karp

- Ned Collett, President, SGPS Showring Inc (Las Vegas NV). ncollett@sgps.net , 702-902-0390
- Bruce Eskowitz, President & COO, Red Light Management (Los Angeles, CA). Former CEO, Music, at Live Nation. bruce.eskowitz@redlightmanagement.com, c:310.666.0992 o:310-273-2266

Tom Romary

- Warren Packard Managing Partner & Venture Capitalist, AI Fund, Palo Alto CA warren@aifund.ai 650-303-9123
- David Falter, Former BOD Member Yapta Inc (and Advisor to BizTrip AI). david.falter@gmail.com c: 312-420-4700

Campbell Foster

- David Haupt, Allied Consulting, CFO and CPA, Livermore, CA. david@alliedtaxplanners.com 925-202-3255
- Michael Berolzheimer, Bee Venture Partners, michael@beepartners.vc, 415-519-4707

Clive Worsley

- Betsy Streeter, BoD Secretary for Cal Shakes Theatre, bugsinspace@gmail.com

Letters of reference will be furnished upon request.

Summary & Conclusion

The Bruns Amphitheater and Siesta Valley stand at a critical moment. Our proposal presents a forward-thinking plan to transform this iconic venue into a resilient, mixed-use, community-centered hub that aligns seamlessly with EBMUD's mission: "to manage the natural resources with which the District is entrusted; to provide reliable, high-quality water and wastewater services at fair and reasonable rates for the people of the East Bay; and to preserve and protect the environment for future generations."

Our proposed hybrid operational model, featuring a nonprofit foundation overseeing a for-profit subsidiary, ensures financial sustainability through diverse revenue streams—such as events, rentals, and concessions—while the nonprofit focuses on environmental stewardship, educational programming, and community engagement. This approach not only safeguards the amphitheater's future but also aligns with EBMUD's principles of responsible financial management and environmental stewardship.

Our team brings a wealth of experience in arts administration, sustainable business practices, and community outreach. We are committed to revitalizing the Bruns Amphitheater and surrounding environment as a space that reflects the diverse cultural fabric of the East Bay, promotes environmental education, and serves as a model for sustainable operations.

In selecting our proposal, EBMUD will partner with a team dedicated to preserving the natural beauty of the watershed, fostering community engagement, and ensuring the Bruns Amphitheater – reborn, revitalized, and renewed – remains a vibrant, self-sustaining asset for generations.

Appendix:

**Siesta Valley Entertainment, LLC
Operating Agreement**

**OPERATING AGREEMENT OF Siesta Valley Entertainment, LLC a
California Limited Liability Company**

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

REVISED 5.5.2025

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	1
1.1 “Act”	2
1.2 “Affiliate”	2
1.3 “Agreement”	2
1.4 “Articles”	2
1.5 “Bankruptcy”	2
1.6 “Capital Account”	2
1.7 “Capital Contribution	2
1.8 “Code”	2
1.9 “Company	2
1.10 “Corporations Code”	2
1.11 “CPI”	2
1.12 “Dissociation Event”	2
1.13 “Distributable Cash”	3
1.14 “Economic Interest”	3
1.15 “Economic Interest Owner”	3
1.16 “ESP”	3
1.17 “ESP Expenses”	3
1.18 “Fiscal Year”	3
1.19 “Former Member”	3
1.20 “Former Member’s Interest”	3
1.21 “Deer Ridge Entertainment venue Group	3
1.22 “Majority Interest”	3
1.23 “Manager”	3
1.24 “Member”	4
1.25 “Membership Interest”	4
1.26 “Net Profits” and “Net	5
Losses” 1.27 “Payout”	5
1.28 “Person”	5
1.29 “Preferred Return”	5
1.30 “Regulations”	5
1.31 “Remaining Members”	5
1.32 “Entertainment venue”	5
1.33 “Secretary of State”	5
ARTICLE 2 ORGANIZATIONAL MATTERS	5
2.1 Formation	5
2.2 Name	6
2.3 Term	6
2.4 Office and Agent	6
2.5 Addresses of the Members and Manager	6

TABLE OF CONTENTS
(continued)

		Page
2.6	Purpose of Company	6
ARTICLE 3	CAPITAL CONTRIBUTIONS	6
3.1	Initial Capital Contributions	6
3.2	Additional Capital Contributions	7
3.3	Capital Accounts	8
3.4	No Interest	8
3.5	Valuation of Company Assets	8
3.6	Failure to Make Required Capital Contributions	9
ARTICLE 4	MEMBERS	10
4.1	Classes of Members	10
4.2	Limited Liability	10
4.3	Admission of Additional Members	10
4.4	Withdrawals	12
4.5	Termination of Membership Interest	12
4.6	Transactions With The Company	12
4.7	Competing Activities	12
4.8	Remuneration to Members	13
4.9	Members Are Not Agents	13
4.10	Voting Rights	13
4.11	Members' Benefits	13
4.12	Meetings and Voting of Members	14
ARTICLE 5	MANAGERMENT AND CONTROL OF COMPANY	15
5.1	Management of the Company By Manager	15
5.2	Election of Manager	16
5.3	Powers of Manager	18
5.4	Limitations on Power of Manager	19
5.5	Members Have No Managerial Authority	20
5.6	Performance of Duties; Liability of Manager	21
5.7	Devotion of Time	21
5.8	Competing Activities	21
5.9	Transactions Between the Company and Manager	21
5.10	Payments to Manager	21
5.11	Limited Liability of Manager	22
ARTICLE 6	ALLOCATIONS OF NET PROFITS AND NET LOSSES	23
6.1	Allocations of Net Profits	23
6.2	Allocations of Net Losses	23
6.3	Tax Allocations	23
6.4	Allocation of Net Profits and Losses and Distributions in Respect of a Transferred Interest	24
6.5	Obligations of Members to Report Allocations	24
ARTICLE 7	DISTRIBUTIONS	24
7.1	Distribution of Cash by the Company	24
7.2	Form of Distribution	25

TABLE OF CONTENTS
(continued)

	Page
7.3 Return of Distributions	25
7.4 Minimum Cash Reserves and Sinking Fund	25
ARTICLE 8 TRANSFER AND ASSIGNMENT OF INTERESTS	25
8.1 Transfer and Assignment of Interests	25
8.2 Restrictions on Transfer of Interests	26
8.3 Substitution of Members	26
8.4 Transfers to Members	26
8.5 Effective Date of Transfers	26
8.6 Rights of Legal Representatives	27
8.7 Right of First Offer	27
ARTICLE 9 CONSEQUENCES OF WITHDRAWAL, DEATH, DISSOLUTION OR BANKRUPTCY OF MEMBER	28
9.1 Dissociation	28
9.2 Withdrawal	28
9.3 Purchase Price	28
9.4 Notice of Intent to Purchase	28
9.5 Payment of Purchase Price	28
9.6 Closing of Purchase of Former Member's Interest	29
9.7 Purchase Terms Varied by Agreement	29
ARTICLE 10 ACCOUNTING, RECORDS, REPORTING BY MEMBERS	29
10.1 Books and Records	29
10.2 Delivery to Members and Inspection	30
10.3 Annual Statements	31
10.4 Filings	31
10.5 Bank Accounts	31
10.6 Accounting Decisions and Reliance on Others	31
10.7 Tax Matters for the Company Handled by Managers and Tax Matters Partner	31
ARTICLE 11 DISSOLUTION AND WINDING UP	32
11.1 Dissolution	32
11.2 Certificate of Dissolution	32
11.3 Winding Up	32
11.4 Distributions in Kind	32
11.5 Order of Payment of Liabilities Upon Dissolution	33
11.6 Compliance with Regulations	33
11.7 Limitations on Payments Made in Dissolution	33
11.8 Certificate of Cancellation	33
11.9 No Action Causing Dissociation	34
ARTICLE 12 INDEMNIFICATION AND INSURANCE	34

TABLE OF CONTENTS
(continued)

	Page
12.1 Indemnification of Any Agents	34
12.2 Insurance	34
ARTICLE 13 INVESTMENT REPRESENTATIONS	34
13.1 Preexisting Relationship or Experience	34
13.2 [intentionally omitted]	35
13.3 No Advertising	35
13.4 Investment Intent	35
13.5 Purpose of Entity	35
13.6 Residency	35
13.7 Economic Risk	35
13.8 No Registration of Membership Interest	35
13.9 Membership Interest in Restricted Security	35
13.10 No Obligation to Register	35
13.11 No Disposition in Violation of Law	36
13.12 Legends	36
13.13 Investment Risk	36
13.14 Investment Experience	36
13.15 Restrictions on Transferability	37
13.16 Information Reviewed	37
13.17 No Representations By Company	37
13.18 Consultation with Attorney	37
13.19 Tax Consequences	37
13.20 No Assurance of Tax Benefits	37
13.21 Indemnity	38
ARTICLE 14 MISCELLANEOUS	38
14.1 Complete Agreement	38
14.2 Binding Effect	38
14.3 Parties in Interest	38
14.4 Pronouns; Statutory References	38
14.5 Headings	39
14.6 Interpretation	39
14.7 References to this Agreement	38
14.8 Jurisdiction	39
14.9 Arbitration	39
14.10 Exhibits	39
14.11 Severability	40
14.12 Additional Documents and Acts	40
14.13 Notices	40
14.14 Amendments	40
14.15 Covenant of Capacity to Sign	40
14.16 No Interest in Company Property	
Waiver of Action for Partition	40

TABLE OF CONTENTS
(continued)

	Page
14.17 Multiple Counterparts	41
14.18 Attorneys' Fees	41
14.19 Time is of the Essence	41
14.20 Remedies Cumulative	41
14.21 Special Power of Attorney	41
14.22 Legal Representation	41

OPERATING AGREEMENT
OF
Siesta Valley Entertainment, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

This Operating Agreement (the "Agreement"), entered into as of May 5, 2025 by Michael Karp & Tom Romary, individuals, and each individually as "Members").

RECITALS

- A. The Members wish to establish Siesta Valley Entertainment, LLC (the "Company") for the purpose of developing and operating new entertainment venue in Orinda, California and elsewhere.
- B. The Company's offices will be located at 2 Theatre Square, Suite 248, Orinda, CA, 94563.
- C. On May 5, 2025 the Articles of Organization for Siesta Valley Entertainment, LLC, a California limited liability company, were filed with the California Secretary of State.
- D. The Member desires to adopt this Operating Agreement to document their agreements regarding the ownership, management and operation of the Company.

NOW, THEREFORE, the Members, by execution of this Agreement, hereby confirm the formation of the Company as a limited liability company pursuant to and in accordance with the Act (hereinafter defined), and agree as follows:

AGREEMENT

ARTICLE 1

DEFINITIONS

When used in this Agreement, the following terms shall have the meanings set forth below (all terms used in this Agreement that are not defined in this Article shall have the meanings set forth elsewhere in this Agreement):

- 1.1 "Act" shall mean the Beverly-Killea Limited Liability Company Act, codified in the California Corporations Code, Section 17000 et seq., as the same may be amended from time to time.

1.2 “Affiliate” shall mean, with respect to a Person, any individual, partnership, corporation, trust or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Person. The term “control,” as used in the immediately preceding sentence, means, with respect to a corporation or limited liability company the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

1.3 “Agreement” shall mean this Operating Agreement, as originally executed and as amended from time to time.

1.4 “Articles” shall mean the Articles of Organization for the Company, as originally filed with the California Secretary of State and as amended from time to time.

1.5 “Bankruptcy” shall mean, with respect to a Person: (i) the filing of a voluntary petition in bankruptcy or the consenting to or acquiescence in the appointment of a trustee, custodian or liquidator of all or a substantial part of its assets; (ii) the adjudication as a bankrupt or insolvent or the entry of an order against it for relief in any bankruptcy or insolvency proceeding; (iii) the making of a general assignment for the benefit of creditors; (iv) if within 90 days after the appointment without such Person or of all or any substantial part of its assets, the appointment is not vacated or stayed, or within 120 days after the expiration of any such stay, the appointment is not vacation; or (v) the failure generally to pay its debts as the debts become due within the meaning of Section 303(h)(1) of the United States Bankruptcy Code, or the admission in writing of its inability to pay its debts as they become due.

1.6 “Capital Account” shall mean with respect to any Member the Capital Account which the Company establishes and maintains for such Member pursuant to Section 3.3.

1.7 “Capital Contribution” shall mean cash contributed to the Company by a Member.

1.8 “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, the provisions of succeeding law, and to the extent applicable, the Regulations.

1.9 “Company” shall mean Deer Ridge Entertainment venue Group LLC, a California limited liability company.

1.10 “Corporations Code” shall mean the California Corporations Code, as amended from time to time, and the provisions of succeeding law.

1.11 “CPI” shall mean the Consumer Price Index published by the U.S. Department of Labor for the San Francisco-Oakland-San Jose, California area.

1.12 “Dissociation Event” shall mean with respect to any Member one or more of the following: the withdrawal, death, Bankruptcy, or dissolution of such Member.

1.13 “Distributable Cash” shall mean the amount of cash earned or received by the Company which the Managers reasonably deem available for distribution, taking into account all debts, liabilities, and obligations of the Company then due, amounts which the Managers reasonably deem necessary to place into reserves for customary and usual expenses with respect to the Company’s business, and anticipated repairs and maintenance to Company assets, plus ESP Expenses which have not previously been paid by Company or deducted from distributions payable to the Members or investors.

1.14 “Economic Interest” shall mean a share of the Company’s Net Profits, Net Losses, and distributions of Distributable Cash or other Company assets pursuant to this Agreement and the Act, which share shall not include any other rights of a Member, including, without limitation, the right to vote or participate in the management, or any right to information concerning the business and affairs, of the Company.

1.15 “Economic Interest Owner” shall mean an owner of an Economic Interest who is not a Member.

1.16 “ESP” shall mean the electrostatic precipitator being installed by Landlord in the Entertainment venue pursuant to the terms of the Lease and which is to be operated by the Company as part of the mechanical system of the Entertainment venue.

1.17 “ESP Expenses” shall mean all costs and expenses, including but not limited to electricity expenses, incurred to operate and maintain the ESP.

1.18 “Fiscal Year” shall mean the Company’s fiscal year, which shall be the 52 or 53 week year ending on the last Sunday in December.

1.19 “Former Member” shall mean a Member who withdraws from the Company in accordance with Section 4.3.

1.20 “Former Member’s Interest” shall mean a Former Member’s Membership Interest in the Company.

1.21 “LBT Entertainment venue” shall mean a entertainment venue owned, managed, or operated by Siesta Valley Entertainment, LLC or its Affiliate under the Deer Ridge Entertainment venue Group trade name.

1.22 “Majority Interest” shall mean one or more Members who own Membership Interests which taken together exceed fifty percent (50%) of the aggregate of all Membership Interests.

1.23 “Manager” shall mean one or more managers of the Company appointed in accordance with the terms of this Agreement. Specifically, “Manager” means collectively Michael Karp or any other Person who succeeds them in that capacity.

1.24 “Member” shall mean each Person who: (i) is an initial signatory to this Agreement, has been admitted to the Company as a Member in accordance with the Articles or this Agreement or is an assignee who has become a Member in accordance with ARTICLE 8, and (ii) has not undergone a Dissociation Event.

1.25 “Membership Interest” shall mean a Member’s entire interest in the Company including the Member’s Economic Interest, the right to vote on or participate in the management, and the right to receive information concerning the business and affairs of the Company as set forth herein. Each membership Interest shall be designated as Class A, Class B or Class C. Class A Members are limited to the remaining founding Members: Michael Karp & Tom Romary. Class B Members are Members with voting rights as set forth in section 4.1. Class C Members are Members with no voting rights as set forth in section 4.1. Class A Membership Interest shall be fixed at eighty percent (80%) of the overall Company Ownership Interest. Class B and Class C Ownership Interest, combined, shall be fixed at twenty percent (20%) of the overall Company Ownership Interest.

1.26 “Net Profits” and “Net Losses” shall mean, for each taxable year of the Company (or other period for which Net Profits or Net Losses must be computed), the Company’s taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

- (a) All items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;
- (b) Any tax-exempt income of the Company, not otherwise taken into account in computing taxable income or loss, shall be included in computing Net Profits or Net Losses;
- (c) Any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Profits or Net Losses, shall be subtracted from taxable income or loss;
- (d) Gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the book value as adjusted under Regulations Section 1.704-1(b)(for purposes of this Section 1.26 “adjusted book value”) of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

(e) In lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(f) Notwithstanding any other provision of this definition, any items which are specifically allocated shall not be taken into account in computing Net Profits and Net Losses.

1.27 “Payout” shall mean the point in time when each Class B or Class C Member has received distributions of Distributable Cash from the Company equal to such Class B or Class C Member’s aggregate unreturned Capital Contributions plus the Preferred Return.

1.28 “Person” shall mean an individual, general partnership, limited partnership, limited liability company, corporation, trust, estate, real estate investment trust, association or any other association or business entity.

1.29 “Preferred Return” shall mean for each Class B or Class C Member a cumulative, non-compounding preferred return equal to nine percent (9%) per annum calculated monthly based on such Class B or Class C Member’s unreturned Capital Contributions.

1.30 “Regulations” shall, unless the context clearly indicates otherwise, mean the regulations currently in force as final or temporary that have been issued by the United States Department of Treasury pursuant to its authority under the Code.

1.31 “Remaining Members” shall mean all of the Members other than Members with respect to which a Dissociation Event has occurred.

1.32 “Entertainment venue” shall mean a LBT Entertainment venue owned, managed, or operated by Siesta Valley Entertainment, LLC or its Affiliate under the Deer Ridge Entertainment venue Group trade name.

1.33 “Secretary of State” shall mean the Secretary of State for the State of California and its delegates responsible for the administration of the Act.

ARTICLE 2.

ORGANIZATIONAL MATTERS

2.1 Formation Pursuant to the Act, the Members have formed a California limited liability company under the laws of the State of California by filing the Articles with the Secretary of State and entering into this Agreement. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or

obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company shall be Siesta Valley Entertainment, LLC. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Manager deems appropriate or advisable. The Manager shall file any fictitious name certificates and similar filings, and any amendments thereto, that the Manager considers appropriate or advisable.

2.3 Term. The term of this Company commenced on the date the Articles of Organization were filed with the California Secretary of State and shall continue perpetually until the Company is dissolved and its affairs wound up in accordance with this Agreement and the Act.

2.4 Office and Agent. The Company shall continuously maintain an office and registered agent in the State of California as required by the Act. The principal office of the Company shall be 2 Theatre Square, Suite 248, Orinda, CA, 94563, or at any other address within the State of California upon which the Members agree. The Company also may have such offices, anywhere within and without the State of California, as the Manager from time to time may determine, or the business of the Company may require. The registered office and agent of the Company shall continue to be Dennis Holahan, 2049 Century Park East, Suite 3180, Los Angeles CA 90067.

2.5 Addresses of the Members and Manager. The respective addresses of the Members and the Manager are set forth on Exhibit A.

2.6 Purpose of the Company. The sole purpose of the Company is to develop and operate new entertainment venues in California and elsewhere, and such other activities as may be incidental thereto. Such purpose may be amended as provided in Section 5.4.

ARTICLE 3

CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contributions. Each Member agrees to contribute to the Company as such

Class A	Michael Karp	\$5000
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Class A	Tom Romary	\$5000
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Class B	Investor	\$0
Class C	Investor	\$0

The Company contemplates between five (5) and ten (10) Class B Members, and two (2) to five (5) Class C Members. Each Class B and Class C Member agrees that its contribution will be made in one or several payments, and the amount and timing of each payment shall be determined by the Manager in its sole and absolute discretion; provided, however, requests for payments shall not be made more frequently than one (1) time per month. The Manager will provide each Class B and Class C Member at least a two-week notice when requiring payment of a percentage of the amount set forth to be contributed to the Company. The notice will specify the amount of the payment required, the date the payment has to be received by the Company, and any additional instructions the Manager deems appropriate, including the Company's bank account to which payment is to be deposited.

In addition, the Manager will provide each Class B and Class C Member with an estimate of the amount and timing of anticipated usage of the initial Capital contribution. The Members understand that such estimate may not correlate to the amount and timing of the contribution payments.

In exchange for such Member's initial Capital Contribution, the Member will receive (i) a Membership Interest in the Company as set forth opposite such Member's name in Exhibit A; (ii) a credit to such Member's Capital Account equal to such Member's Capital Contribution; and (iii) a class designation as set forth opposite such Member's name in Exhibit A.

3.2 Additional Capital Contributions.

(a) Except as provided in Subsection (b) below, no Member shall be required to make any additional Capital Contributions. Upon a determination by the Manager that additional Capital Contributions are necessary or appropriate for the conduct of the Company's business, the Members may be permitted to make additional Capital Contributions if and to the extent they so desire. In that event, the book values of all Company assets and Capital Accounts shall be adjusted in accordance with Section 3.5, and each Member shall have the opportunity, but not the obligation, to participate in such additional Capital Contributions on a pro rata basis in accordance with their Membership Interests. Each Member shall receive a credit to such Member's Capital Account in the amount of any additional capital which the Member contributes to the Company, and such Member shall receive an additional Membership Interest determined by the Additional Capital Contribution in relation to the sum of the Capital Accounts of all Members, adjusted pursuant to Section 3.5. Immediately following such Capital Contributions, the Manager shall amend this Agreement to adjust the Membership Interests to reflect the new relative proportions of the Capital Accounts of the Members. Notwithstanding anything to the contrary, such an amendment shall not require the vote or approval of the Members.

(b) Notwithstanding anything to the contrary in Subsection (a), each of the Class B and Class C Members shall be obligated to contribute additional Capital Contributions to the Company solely to the extent required to fund start-up costs, operating losses and cost overruns incurred during the six-month period following the Opening Date. Such additional Capital Contributions shall be due and payable within fifteen (15) business days following the Manager's call therefor. Each Class B and Class C Member shall receive a credit to such Member's Capital Account in the amount of such additional Capital Contribution, and such Class B or Class C Member shall receive an additional Class Membership Interest determined by such Class B or Class C Member's additional Capital Contribution in relation to the sum of the Capital Accounts of all Class B and Class C Members; however the book values of all Company Assets shall not be adjusted in accordance with Section 3.5 in connection with such Capital Contributions. The contribution of additional capital by the Class B and Class C Members shall not result in any change to the total Company Membership Interests owned by that Class, but shall only result in changes to Class Membership Interests and thus a reallocation of the Company Membership Interests owned by that Class among those Class Members. Immediately following such Capital Contributions, the Manager shall amend this Agreement to adjust the Class B and Class C Membership Interests and to reallocate the Company Membership Interests among the Class B and Class C Members to reflect the new relative proportions of the Capital Accounts of the Class B and Class C Members. Notwithstanding anything to the contrary, such an amendment shall not require the vote or approval of the Members.

3.3 Capital Accounts. The Company shall establish an individual Capital Account for each Member and Economic Interest Owner. The Company shall determine and maintain each Capital Account in accordance with Regulations Section 1.704-1(b)(2)(iv). If a Member or an Economic Interest Owner transfers all or a part of its Economic Interest in accordance with ARTICLE 8, such Member's or Economic Interest Owner's Capital Account attributable to the transferred Economic Interest shall carry over to the new owner of such Economic Interest pursuant to Regulations Section 1.704-1(b)(2)(iv)(1).

3.4 No Interest. Except for the Preferred Return, no Member or Economic Interest Owner shall be entitled to receive any interest on its Capital Contributions.

3.5 Valuation of Company Assets. The book values of all Company assets shall be adjusted to equal their respective fair market values (taking Code Section 7701(g) into account), as reasonably determined by the Manager, upon the occurrence of any of the following events: (i) a contribution of money or property (other than a de minimus amount) to the Company by a new or existing Member as consideration for a Membership Interest; (ii) a distribution of money or property (other than a de minimus amount) by the Company to a Member as consideration for a Membership Interest; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g). Any such adjustments shall be reflected by corresponding adjustments to the Capital Accounts which reflect the manner in which the unrealized income, gain, loss or deduction inherent in such property (that has not been

reflected in the Capital Accounts previously) would be allocated among the Members if there were a taxable disposition of such assets for such fair market values.

3.6 Failure to Make Required Capital Contributions. If a Class B or Class C Member does not timely contribute capital when required by this Agreement, such Class B or Class C Member shall be in default under this Agreement. In such event, the Manager shall send the Class B or Class C Member written notice of such default, giving it fourteen (14) days from the date such notice is given to contribute the entire amount of its required Capital Contribution or additional Capital Contribution. If the Member does not contribute its required capital to the Company within said 14-day period, the Manager shall notify the non-defaulting Member and the non-defaulting Member may elect any one or more of the following remedies.

(a) Advance Funds. The non-defaulting Member or Members may advance funds to the Company to cover those amounts which the defaulting Member (s) fails to contribute and that any amounts so advanced by a non-defaulting Member(s) on behalf of the defaulting Member(s) is a loan due and owing from the defaulting Member(s) to such non-defaulting Member(s) which shall bear interest at the rate of ten percent (10%) per annum, payable monthly. All cash contributions otherwise distributable to the defaulting Member(s) under this Agreement shall instead be paid to the non-defaulting Member(s) making such advances until such advances and interest thereon are paid in full. In any event, any such advances shall be evidenced by a promissory note and be due and payable by the defaulting Member(s) two (2) years from the date that such advance was made. Any amounts repaid shall first be applied to interest and thereafter to principal. Effective upon default, a defaulting Member(s) grants to the non-defaulting Member(s) who advances funds pursuant to this Section a security interest in its Membership Interest to secure its obligation to repay such advances and agrees to execute and deliver a promissory note as described herein together with such UCC-1 financing statements and assignments of Membership Interest (or other documents of transfer) as such non-defaulting Member may reasonably request.

(b) Adjust Percentage Interests. The non-defaulting Member(s) may advance funds to the Company to cover those amounts which the defaulting Member(s) fails to contribute and treat any amounts so advanced a non-defaulting Member(s) on behalf of the defaulting Member(s) as additional Capital Contribution in which event the Membership Interests shall be adjusted with the non-defaulting Member(s) who advances the funds receiving a credit to such Member's Capital Account in the amount of such cash advanced, and such Member shall receive an additional Class Membership Interest determined by the amount of such cash advanced in relation to the sum of the Capital Accounts of all Members; however, the book values of all Company Assets shall not be adjusted in accordance with Section 3.5 in connection with such Capital Contributions. The cash advanced by the Member(s) shall not result in any change to the total Company Membership Interests owned by that Class, but shall only result in changes to Class Membership Interests and thus a reallocation of the Company Membership Interests owned by that Class among those Class Members.

(c) Dissolution. The non-defaulting Member(s) may dissolve the Company as set forth in ARTICLE 11, in which event the Company shall be wound-up, liquidated and terminated pursuant to the procedures set forth in ARTICLE 11.

(d) No Right to Distributions. The defaulting Member(s) shall have no right to receive any distributions from the Company until the non-defaulting Member(s) has first received distributions in an amount equal to the additional capital contributed by the non-defaulting Member(s) to the Company plus a cumulative, non-compounded return thereon at the rate of ten percent (10%) per annum.

(e) No Voting Rights. The defaulting Member(s) shall lose its voting and approval rights under the Act, the Articles, and this Agreement until such time as the defaulting Member(s) cures the default.

(f) Dissociation. The non-defaulting Member(s) may elect to treat the defaulting Member's failure to contribute the capital when required pursuant to this Article as a Dissociation Event with respect to such defaulting Member(s).

Each Member acknowledges and agrees that the remedies described in this Section 3.6 bear a reasonable relationship to the damages which the Members estimate may be suffered by the Company and the non-defaulting Member by reason of a failure of a defaulting Member to make its required initial and additional Capital Contribution and the election of any or all of the above described remedies is not unreasonable under the circumstances existing as of the effective date of this Agreement. Furthermore, the provisions of this Section 3.6 shall not be enforceable by or construed to confer any rights upon any third party.

ARTICLE 4

MEMBERS

4.1 Classes of Members. There shall be three classes of Members. Class A Members shall consist of the remaining original founding Members: Michael Karp & Tom Romary. Class B Members shall consist of those investors with voting rights. Class C Members shall consist of those investors with no voting rights. The total Class A Membership Interest shall be fixed at eighty percent (80%) of the overall Company Ownership Interest. The total of Class B and Class C Membership Interest, combined, shall be fixed at twenty percent (20%) of the overall Company Ownership Interest.

4.2 Limited Liability. No Member shall be personally liable for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise.

4.3 Admission of Additional Members. Each time the Manager desires to admit additional Members to the Company, the Manager shall first notify all the Members in writing

thirty (30) days prior to admitting any additional Member to the Company to allow the Members to contribute additional Capital Contribution equal to the amount to be contributed by the additional Member in lieu of admitting an additional Member (such notification hereinafter referred to as the "Admission Notification"). In the Admission Notification, the Manager shall state (i) the name and address of the proposed additional Members, (ii) the amount and property to be contributed by the proposed additional Member, (iii) the Membership Interest and the class designation for the proposed additional Member, (iv) any preferred return to be paid to the proposed additional Member, (v) the amount and priority of Distributable Cash to be paid to the proposed additional Member, (vi) any special voting rights being granted to the proposed additional Member, and (vii) any other terms which the Manager reasonably deems to be material on which such additional Member will be admitted to the Company.

The Members shall within the thirty (30) day period notify the Manager in writing of its desire to contribute additional capital. The failure of any Member to submit a notice within the applicable period shall constitute an election on the part of that Member not to contribute any additional capital. Each Member so electing to contribute additional capital shall be entitled to contribute on the same terms and conditions set forth in the Admission Notification a portion of the total amount proposed to be made by the additional Member in the same proportion that the Membership Interest of such Member bears to the aggregate of the Membership Interests of all the Members electing to contribute additional capital. In the event any Member elects to contribute none or less than all of its pro rat share of allowed contribution, then the other Members can elect to purchase more than their pro rata share.

If one or more Members does not contribute additional Capital Contribution during the 30-day period equal to the amount to be contributed by the additional Member, then the Manager may admit to the Company the additional Member subject to the following:

(a) Within ninety (90) days after the expiration of the thirty (30) day period described above, the additional Member shall make a Capital Contribution in such amount and on such terms as specified in the Admission Notification to the Members; and

(b) No additional Member shall be admitted if the effect of such admission would be to terminate the Company within the meaning of Code Section 708(b).

In the event that such Capital Contribution is not made by the proposed additional Member within such ninety (90) day period or it is not made on the terms and conditions set forth in the Admission Notification, the Manager shall be obligated to send a new Admission Notification to the Members and once again give the Members the opportunity to make an additional Capital Contribution as aforesaid prior to admitting the proposed additional Member.

Notwithstanding the foregoing, substitute Members may only be admitted in accordance with ARTICLE 8. The Manager shall amend Exhibit A to this Agreement to reflect the

admission of additional Members and such amendment shall not require the vote or approval of the Members.

4.4 Withdrawals. No Member may withdraw from the Company without the written consent of the Manager. If a withdrawal is consented to, such Member's Membership Interest shall be subject to purchase and sale as provided in ARTICLE 9.

4.5 Termination of Membership Interest. Upon (i) the transfer of all or a portion of a Member's Membership Interest in violation of this Agreement; (ii) the occurrence of a Dissociation Event of a Member which does not result in the admission of a substitute Member pursuant to Section 8.3 as to such Member's Membership Interest; or (iii) the withdrawal of a Member in accordance with Section 4.3, the Membership Interest of such Member may be purchased by the Company or Remaining Members as provided herein, or, if not so purchased, such Membership Interest shall become an Economic Interest and the balance of the rights associated with the Membership Interest (including without limitation, the right of the Member to vote or participate in the management of the business, property and affairs of the Company) may, in the sole discretion of the Manager, be purchased by the Company pursuant to Section 8.7.

4.6 Transactions With The Company. Subject to any limitations set forth in this Agreement and with the prior approval of the Manager and a Majority Interest after full disclosure of the Member's involvement, a Member may engage in any market rate transaction (including, without limitation, the lease of property, the rendering of management, accounting and bookkeeping services, or the establishment of any compensation for services rendered) with the Company. Subject to other applicable law, such Member shall have the same rights and obligations with respect thereto as a Person who is not a Member. The Members hereby approve the provision of accounting and bookkeeping services to the Company on the terms set forth in Section 5.10 hereof, and the leasing to the Company by Landlord of the premises on which the Entertainment venue is to be located on the terms and conditions set forth in the Lease Agreement between Landlord and the Company dated on or about July 27, 2011 ("Lease"), as such Lease may hereafter be modified or amended.

4.7 Competing Activities. Except as provided herein or in the Lease, any Member may engage or invest in any business activity of any type or description, including without limitation those that might be the same as or similar to the Company's business and that might be in direct or indirect competition with the Company. Any such activity may be engaged in independently or with others, and may include without limitation the conduct of the same business as that of the Company for the account of any one or all of such Persons. Such permitted activities include, without limitation, any entertainment venues or other eating or drinking establishments. Neither the Company nor any Member shall have any right in or to such other ventures or activities, or to the income or proceeds derived therefrom. No Member shall be obligated to present any investment opportunity or prospective economic advantage to the company, even if the opportunity is of the character that, if presented to the Company, could

be taken by the Company. Each Member shall have the right to hold any investment opportunity or prospective economic advantage for its own account or to recommend such opportunity to Persons other than the Company.

4.8 Remuneration to Members. Except as otherwise authorized in, or pursuant to, this Agreement, no Member is entitled to remuneration for acting in the Company business, subject to the entitlement of Members winding up the affairs of the Company to reasonable compensation pursuant to Section 11.3.

4.9 Members Are Not Agents. Pursuant to Section 5.1 and the Articles, the management of the Company is vested in the Manager. No Members, acting solely in the capacity of a Member, is an agent of the Company nor can any Member in such capacity bind or execute any instrument on behalf of the Company. This Section supercedes any authority granted to the Members pursuant to Section 17157 of the Act. Any Member who takes any action or binds the Company in violation of this Section shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

4.10 Voting Rights. Except as expressly provided in this Agreement or the Articles, Members shall have no voting, approval or consent rights. Members who are not the subject of a Dissociation Event or who have not assigned their Membership Interests shall have the right to approve or disapprove matters as specifically stated in this Agreement, including the following:

- (a) Those matters specified in Section 5.4;
- (b) Any other matter expressly set forth in this Agreement; and
- (c) Such matters as the Manager may from time to time elect to submit to the vote of the Members, provided however, that the Manager shall not be obligated to submit any matter to the vote of the Members except as otherwise provided in this Agreement.

4.11 Members' Benefits. The officers, directors and key management personnel of the Company shall have unlimited complimentary meals ("Meal Credits") and priority reservations at the Entertainment venue. Each Class B Member shall have up to \$500 in Meal Credits per year for each \$10,000 invested, and priority reservations at the Entertainment venue. All Meal Credits shall be subject to the following restrictions:

- (a) Annual Meal Credits shall be calculated based on a 365-day year ending on June 30. Meal Credits for any partial year shall be prorated. Unused Meal Credits may not be rolled forward from one year to the next;
- (b) Meal Credits may be used by any authorized principal, officer, director, agent, or employee of a Member. Any Person using a Meal Credit shall identify him or herself

as such, and shall identify the Member whose Meal Credits such Person is using, before being seated for a meal. Such Person shall sign and print his or her name and the name of the Member on the check for the complimentary meals; and

(c) Meal Credits may not be used for private parties or off-site catering events, unless specifically approved in advance by the Manager.

(d) If the cost of any meal exceeds the Member's available Meal Credits, the amount in excess of the Meal Credits will be either billed to the Member or deducted from distributions by the Company to the Member, at the Manager's discretion.

4.12 Meetings and Voting of Members.

(a) Annual meetings of Members are required. One special meeting of the Members per Fiscal Year may be called by the Manager or by Members representing in the aggregate thirty percent (30%) or more of the Membership Interests in the Company. All meetings of the Members shall be held in such place in the State of California as the Manager shall determine.

(b) The Manager or Members calling a meeting shall deliver or mail written notice stating the date, time and place of any meeting of Members, and a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of Company, such notice to be mailed at least ten (10) days, but not more than sixty (60), days before the date and time of the meeting. A Member may waive notice of any meeting, before or after the date of the meeting, by delivering a signed waiver to Company for inclusion in the minutes of Company. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

(c) The record date for the purpose of determining the Members entitled to notice of a Members' meeting, for voting, or for taking any other action shall be the tenth (10th) day prior to the date of the meeting or other action.

(d) A Member may appoint a proxy to vote or otherwise act for the Member pursuant to a written appointment form executed the Member or the Member's duly authorized attorney-in-fact. An appointment of a proxy is effective when received by the Manager of the Company. The general proxy of a fiduciary is given the same effect as the general proxy of any other Member. A proxy appointment is valid for eleven (11) months unless otherwise expressly stated in the appointment form.

(e) At any meeting of Members, each Member entitled to vote shall have a number of votes equal to the product of (i) its Company Membership Interest (expressed as a whole number as set forth on Exhibit A hereto, as amended from time to time, times (ii) one hundred (100). At any meeting of Members, presence of Members entitled to vote at such meeting constitutes a quorum. No assignee of a Membership Interest in Company shall be entitled to vote or participate on any matters at any meeting unless such assignee becomes a substitute Member as contemplated in ARTICLE 8.

(f) Subject to the applicable laws of the State of California, any action required or permitted to be taken at a Members' meeting may be taken without a meeting if the action is taken by all of the Members entitled to vote on the action. The action must be evidenced by one or more written consents describing the action to be taken, signed by all the Members entitled to vote on the action, and delivered to Company for inclusion in the minutes. The record date for determining Members entitled to take action without a meeting is the first date a Member signs the consent to such action.

(g) Any or all Members may participate in any Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

(h) At any Members' meeting, the Manager shall appoint a person to preside at the meeting and a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting, which shall be placed in the minute books of the Company.

ARTICLE 5

MANAGEMENT AND CONTROL OF THE COMPANY

5.1 Management of the Company by Manager.

(a) Exclusive Management by Manager. The business, property and affairs of the Company shall be managed exclusively by the Manager. Except for situations in which the approval of the Members is expressly required by the Act, the Articles or this Agreement, the Manager shall have full, complete and exclusive authority, power, and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, property and affairs.

(b) Agency Authority of Manager. Subject to Section 5.4, the Manager, acting alone, is authorized to: (i) endorse checks, drafts, and other evidence of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts; (ii) sign all contracts, obligations, or any other instrument or document on

behalf of the Company. Notwithstanding anything to the contrary, the Manager may, subject to any limitations that the Manager deems necessary or appropriate and subject to Section 5.4, authorize one or more agents of the Company, which may or may not be employees or Members of the Company, to : (i) endorse checks, drafts and other evidence of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts; and (ii) sign checks, drafts, and other instruments obligating the Company to pay money.

5.2 Election of Manager.

(a) Number, Term and Qualifications. The Company shall have two Managers. Michael Karp & Tom Romary are hereby appointed the initial Managers (collectively "Manager" in this Operating Agreement). The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of the Members holding a Majority Interest, provided that if the number of Managers is increased from two (2) to more than two (2), the Articles shall be amended to delete the statement that Company has only one (2) Managers. At no time shall there be less than two (2) Managers. Unless a Manager resigns or is removed, each Manager shall hold office until a successor shall have been elected and qualified. Upon the resignation or removal of a Manager, such Manager shall promptly (and in no event later than the effective date of such resignation or removal) deliver to the successor Manager or such other Person as may be designated by the Members all of the books and records of Company (including, without limitation, limited liability company records, financial and accounting records, and all documents, materials and other records pertaining to the leasing, management and operation of the Entertainment venue) in the possession or control of Manager. Successor Managers shall be elected by the affirmative vote or written consent of Members holding in the aggregate seventy percent (70%) or more of the Membership Interests.

(b) Resignation. The Manager may not resign as Manager without unanimous consent, unless the Members (1) receive their Payouts at or prior to the effective date of such resignation or (2) the Company has failed for a period of six (6) consecutive months to timely pay the Manager for any of his services under Sections 5.10(b), 5.10(d) and 5.10(e) because the Company does not have sufficient operating capital to make such payments ("Payment Resignation Event"). Notwithstanding the foregoing, the Members shall have the right to delay Manager's right to resign upon the occurrence of a Payment Resignation Event as follows: (A) the Members can delay Manager's right to resign for up to an additional six (6) months by making additional Capital Contributions in an amount necessary to pay Manager one-half ½ of the amounts required to pay Manager for its services under Sections 5.10(b), 5.10(d) and 5.10(e) as applicable for such 6-month period ("First Delay"); and (B) the Members can delay Manager's right to resign for up to an additional twelve (12) months after the expiration of the First Delay by making additional Capital Contributions in an amount necessary to pay Manager in full for its services under Sections 5.10(b), 5.10(d) and 5.10(e) as applicable for such 12-month period ("Second Delay"). Any amounts not paid to the Manager in accordance with Sections 5.10(b), 5.10(d) and 5.10(e) because the Company does not have sufficient

operating capital to make such payments shall be a liability recorded on the books of the Company, and the Company shall pay off such liability to the Manager before making any cash distributions to the Members and shall grant Manager the status of a creditor who will be paid before the Members receive any distribution in the event the Company dissolves.

Prior to the Manager exercising its right to resign upon the occurrence of a Payment Resignation Event or the expiration of the First Delay, as applicable, the Manager shall send the Class B and Class C Members written notice of Manager's intent to resign and the Members shall have fourteen (14) days in which to notify Manager that they intend to cause the First Delay and/or the Second Delay, as applicable, and to make the necessary additional Capital Contributions. If the Members fail to respond within such 14-day period or elect not to cause the First Delay or the Second Delay, as applicable, Manager shall be entitled to immediately resign as Manager. In the event the Members cause the First Delay or the Second Delay, Manager shall not be entitled to resign until the earlier of (i) the expiration of the First Delay (if the Members have not caused the Second Delay) or the Second Delay, as applicable; or (ii) the Members' having failed to make the additional Capital Contributions during the First Delay or the Second Delay in the amount required to be paid during such time.

Upon the payment of additional Capital Contribution by the Members as aforesaid, the Membership Interests shall be adjusted with those Members making an additional Capital Contribution receiving a credit to their respective Capital Accounts in the amount of their respective additional Capital Contribution and an additional Class Membership Interest determined the amount of such additional Capital Contribution in relation to the sum of the Capital Accounts of all Members.

The book values of all Company Assets shall not be adjusted in accordance with Section 3.5 in connection with such additional Capital Contributions. Any such additional Capital Contributions made by the Members shall not result in any change to the total Company Membership Interests owned by Class B or Class C Members, but shall only result in changes to Class Membership Interests and thus a reallocation of the Company Membership Interests owned by Class B and Class C Members among the Class B and Class C Members. Any resignation by Manager shall be made by giving written notice to the Members and the remaining Managers, if any. Any such resignation shall be without prejudice to the rights, if any, of the Company under any contract to which the resigning Manager is a party.

Subject to the foregoing, the resignation of any Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice. Manager shall not be entitled to receive management fees under Section 5.10 hereof for any period following the effective date of such resignation. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

(c) Removal.

(i) A Manager may be removed by the vote of Members holding fifty one percent (51%) or more of the Membership Interest upon default in the performance of its obligations as a Manager. The following acts and/or omissions shall constitute a default by a Manager: the failure to perform any duty or act required of the Manager by this Agreement or the Act, or the performance of any act prohibited by this Agreement or the Act, provided that the Manager (1) shall have received written notice of such default, and (2) if it is a monetary default, shall not have cured such default within thirty (30) days thereafter, or (3) if it is a non-monetary default, shall not have cured or remedied such default within thirty (30) days thereafter, provided that if such non-monetary default is not curable within thirty (30) days, the Manager has commenced to cure such default during the original thirty (30) day cure period and thereafter continuously and diligently pursues such cure to completion within a reasonable time.

(ii) Upon the occurrence of an event of default of a Manager as specified above, the Members holding thirty percent (30%) or more of the Membership Interest may remove the Manager by giving said Manager written notice of removal. Notice of removal shall be served on the Manager either by certified or registered mail, return receipt requested, or by personal service, and shall set forth the effective date of the removal.

(iii) Any removal of Manager shall be without prejudice to the rights, if any, of the Company and the Manager under any contract to which the resigning Manager is a party. Manager shall not be entitled to receive management fees under Section 5.10 hereof for any period following the effective date of such removal. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.3 Powers of Manager. Without limiting the generality of Section 5.1, but subject to Section 5.4 and to the express limitations set forth elsewhere in this Agreement, the Manager shall have all necessary powers to manage and carry out the purposes, business, property, and affairs of the Company and to make all decisions affecting such business and affairs of the Company, including without limitation, the following powers, all of which shall be exercised solely in connection with the specific purposes of the Company as set forth in Section 2.6 hereof:

(a) Acquire, purchase, renovate, improve, alter, rebuild, demolish, replace, and own property or assets that the Manager determines is necessary or appropriate or in the interest of the business of the Company, and to acquire options for the purchase of any such property;

(b) Sell, exchange, lease, or otherwise dispose of the property and assets owned by the Company, or any part thereof, or any interest therein;

(c) Sue on, defend, or compromise any and all claims or liabilities in favor of or against the Company, and/or submit any or all such claims or liabilities to arbitration;

(d) Make contracts, incur liabilities and borrow money (provided that Manager shall not have the authority to enter into any financing or refinancing of any material Company asset or borrow money in a manner that is recourse to the Members);

(e) Issue notes, bonds, and other obligations for amount of \$100,000.00 or less and secure any of them by mortgage or deed of trust or security interest of any or all of the Company's assets;

(f) Retain legal counsel, auditors, and other professions in connection with the Company business and to pay such remuneration therefor as the Manager may determine;

(g) Care for and distribute funds to the Members by way of cash flow, income return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(h) Employ from time to time, at the expense of the Company, on such terms and for such commercially-reasonable, market-rate compensation as the Manager may determine, but subject to this Agreement, Persons to render services to the Company;

(i) Pay or cause to be paid all expenses, fees, charges, taxes, and liabilities incurred or arising in connection with the Company, or in connection with the management thereof, including without limitation, such expenses and charges for the services of the Company employees, accountants, attorneys, and other agents or independent contractors, and such other expenses and charges as the Manager deems is necessary or advisable to incur; and

(j) Subject to approval by Members holding seventy percent (70%) of the Membership interests, make elections for federal, state and local tax purposes, including without limitation, any election permitted by applicable law to : (i) adjust the basis of the Company property pursuant to Code Sections 754, 734(b), and/or 743(b), and/or comparable provisions of state or local law in connection with the transfer of Membership Interests; and (ii) extend the statute of limitations for assessment of tax deficiencies against Members with respect to adjustments to the Company's federal, state or local tax returns.

The expression of any power or authority of the Manager in this Agreement shall not in any way limit or exclude any other power or authority which is not specifically or expressly set forth in this Agreement.

5.4 Limitations on Power of Manager. Notwithstanding any other provisions of this Agreement, the Manager shall have no authority hereunder to cause the Company to engage in the transactions described in this Section without first obtaining the affirmative vote or written consent of a Majority Interest (or such greater Membership Interests set forth below) of the Members.

(a) The establishment of different classes of Members;

(b) An alteration of the primary purpose of the Company as set forth in
Section 2.6;

(c) The confession of a judgment in excess of \$25,000.00 against the
Company;

(d) The guaranty of the payment of money or the performance of any contract
or obligation of any Person for any purpose other than the purpose of the Company set forth in
Section 2.6;

(e) The election on behalf of the Company to be treated as a corporation for
tax purposes;

(f) The loaning of money to any Person other than an employee of the
Company;

(g) A change from operating a entertainment venue to another type of business
operation;

(h) Except as provided in Section 5.4(i), the sale, exchange, lease or other disposition of all or substantially all of the property and assets owned by the Company, or any interest therein;

(i) The sale, exchange, lease, or other disposition of the Lease for less than fair market value, such fair market value as determined by the Manager; or

(j) The issuance of notes, bonds and other obligations for amounts in excess of \$100,000.00 and the security of them by mortgage or deed of trust or security interest of any or all of the Company's assets.

Except as otherwise provided in this Agreement, any amendment of the Articles or this Agreement shall require the unanimous vote, consent, or approval of the Members.

5.5 Members Have No Managerial Authority. The Members shall have no power to participate in the management of the Company except as expressly authorized by this Agreement or the Articles and except as expressly required by the Act. Unless expressly and duly authorized in writing to do so by the Manager, no member shall have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, or to render it liable for any purpose.

5.6 Performance of Duties; Liability of Manager. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, reckless or intentional misconduct, or a knowing violation of law by the Manager.

5.7 Devotion of Time. The Manager is not obligated to devote all of its time or business efforts to the affairs of the Company. The Manager shall devote whatever time, effort and skill as the Manager deems appropriate for the operation of the Company.

5.8 Competing Activities. Except as provided herein, Manager may engage or invest in any business activity of any type or description, including without limitation those that might be the same as or similar to the Company's business and that might be in direct or indirect competition with the Company. Any such activity may be engaged in independently or with others, and may include without limitation the conduct of the same business as that of the Company for the account of any one or all of such Persons. Neither the Company nor any Member shall have any right in or to such other ventures or activities, or to the income or proceeds derived therefrom. The Manager shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Manager shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to Persons other than the Company.

5.9 Transactions between the Company and the Manager. Notwithstanding that it may

constitute a conflict of interest, a Manager may, and may cause its Affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease or exchange of any property, or the lending of funds, or the rendering of any service, or the establishment of any salary, other compensation, or other terms of employment) with the Company so long as such transaction is not expressly prohibited by this Agreement and so long as the terms and conditions of such transaction on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length. The foregoing shall not prohibit any transaction described in Subsections 5.10(a) through 5.10(e) below, or any transaction described in Sections 4.5 and 4.6 above.

5.10 Payments to Manager. Except expressly provided herein, no Manager shall be entitled to any remuneration for any services rendered or goods provided to the Company. The Manager shall be entitled to receive the following payments only:

(a) Formation Costs. The Company shall reimburse the Manager for reasonable attorney fees and costs incurred to (1) file documents with the appropriate governmental agencies and fulfill legal requirements to form the Company; and (2) draft this Operating Agreement. The Manager shall submit receipts or bills to substantiate such expenses.

(b) Development Fees. The Company shall pay all development fees incurred in the development and opening of each new Entertainment venue to the Manager as follows: one-hundred (100%) to Michael Karp.

(c) Monthly Management Fee. The Company shall pay the Manager a monthly management fee ("Management Fee") in an amount equal to six percent (6%) of gross sales after sales tax and owner comps. Such fee shall be payable monthly in arrears commencing on the last day of the calendar month in which the Opening Date occurs. Such monthly fee shall be prorated for any partial calendar month. Such fee shall be adjusted annually on the anniversary of the last day of the calendar month in which the Opening Date occurred in accordance with CPI. The management services to be provided by Manager shall include, without limitation, the preparation of an annual budget for Entertainment venue, which shall be submitted to the Members for review and comment not later than thirty (30) days prior to the commencement of the subject calendar year. The Management Fee may be adjusted at any time by the Manager and Members.

(d) Distribution and Allocation of Management Fee. The one-hundred percent (100%) Management Fee shall be distributed to Michael Karp

(e) Management Bonus. In addition to the Management Fee, the Members may elect to pay the Manager a bonus in any given year for exceeding business projections submitted to the Members at the beginning of each Fiscal Year.

In addition to the above, upon the vote of Members holding seventy percent (70%) of the Membership Interest, the Company shall pay the Manager for services rendered or goods provided to the Company to the extent that the Manager is not required to render such services or goods themselves without charge to the Company, and to the extent that the fees paid to such Manager do not exceed the fees that would be payable to an independent responsible third party that is willing to perform such services or provide such goods.

5.11 Limited Liability of Manager. No Person who is a Manager of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability of obligation arises in contract, tort, or otherwise, solely by reason of being a Manager of the Company. The foregoing shall not limit Manager's liability for any fraud, deceit, gross negligence, reckless or intentional misconduct, or a knowing violation of law by the Manager.

ARTICLE 6

ALLOCATIONS OF NET PROFITS AND NET LOSSES

6.1 Allocations of Net Profits. Net Profits shall be allocated to the Members and Economic Interest Owners in the following order and priority first, to restore any losses allocated to a Member creating a negative Capital Account such that the allocation of profit will bring the Capital Account(s) to zero on a pro rata basis, and then:

(a) Through and including Payout, sixty percent (60%) to the Class B and Class C Members and Class B and Class C Economic Interest Owners, to be distributed among them pro rata in accordance with their Class B and C Economic Interests, and forty percent (40%) to the Class A Members and Class A Economic Interest Owners, to be distributed among them pro rata in accordance with their Class A Economic Interests.

(b) Following Payout, eighty percent (80%) to the Class A Members and Class A Economic Interest Owners, to be distributed among them pro rata in accordance with their Class A Economic Interests, and twenty percent (20%) to the Class B and C Members and Class B and C Economic Interest Owners, to be distributed among them pro rata in accordance with their Class B Economic Interests.

6.2 Allocations of Net Losses. Net Losses for each Fiscal Year shall be allocated to the Members and Economic Interest Owners in the following order and priority:

(a) Net Losses shall be allocated to Members until their respective Capital Account balances are reduced to zero, allocated to each Member pro rata in proportion to each Member's positive Capital Account balance.

(b) Except as provided in subsection (a) above, through and including Payout, Net Losses shall be allocated sixty percent (60%) to the Class B and C Members and Class B and C Economic Interest Owners pro rata in accordance with their Capital Accounts and forty percent (40%) to the Class A Members and Class A Economic Interest Owners; and following Payout, eighty percent (80%) to the Class A Members and Class A Economic Interest Owners pro rata in accordance with their Class A Economic Interests, and twenty percent (20%) to the Class B and C Members and Class B and C Economic Interest Owners pro rata in accordance with their Class B and C Economic Interests. In no event will any Member receive a loss allocation if that Member has a negative or zero Capital Account when other Members have positive Capital Accounts.

6.3 Tax Allocations.

(a) General Tax Allocations. Except as otherwise provided in this Agreement, every item of income, gain, loss, deduction or credit of the Company shall be allocated for income tax purposes to each Member and Economic Interest Owner insofar as possible in accordance with the allocation of Net Profits and Net Losses for book accounting purposes.

(b) Method of Allocations. The Manager shall make any elections or other decisions relating to tax allocations in a manner that reasonably reflects the intention of this Agreement.

6.4 Allocation of Net Profits and Losses and Distributions in Respect of a Transferred Interest. If any Economic Interest is transferred, or is increased or decreased by reason of

the admission of a new Member or otherwise, during any Fiscal Year of the Company, each item of income, gain, loss, deduction, or credit of the Company for such Fiscal Year shall be assigned pro rata to each day in the particular period of such fiscal year to which such item is attributable (i.e., the day on or during which it is accrued or otherwise incurred) and the amount of each such item so assigned to any such day shall be allocated to the Member or Economic Interest Owner based upon its respective Economic Interest at the close of such day.

However, for the purpose of accounting convenience and simplicity, the Company shall treat a transfer of, or an increase or decrease in, an Economic Interest which occurs at any time during a calendar month as having been consummated on the last day of such calendar month, regardless of when during the month such transfer, increase, or decrease actually occurs.

Notwithstanding any provision above to the contrary, gain or loss of the Company realized in connection with a sale or other disposition of any of the assets of the Company shall be allocated solely to the parties owning Economic Interests as of the date such sale or other disposition occurs.

6.5 Obligations of Members to Report Allocations. The Members are aware of the income tax consequences of the allocations made by this Article and hereby agree to be bound by the provisions of this Article in reporting their shares of Company income and loss for income tax purposes.

ARTICLE 7

DISTRIBUTIONS

7.1 Distribution of Cash by the Company. Subject to applicable law, and any limitations contained elsewhere in this Agreement, the Manager shall from time to time, but not less frequently than annually, on or before the date which is sixty (60) days following the end of such Fiscal Year, distribute Distributable Cash to the Members and Economic Interest Owners, which distributions shall be:

(a) First, through and including Payout, one hundred percent (100%) to the Class B and C Members and Class B and C Economic Interest Owners pro rata in accordance with their Class B and C Economic Interests.; and then

(b) Following Payout, twenty percent (20%) to the Class B and C Members and Class B and C Economic Interest Owners pro rata in accordance with their Class B and C Economic Interests, and eighty percent (80%) to the Class A Members and Class A Economic Interest Owners pro rata in accordance with their Class A Economic Interests.

All such distributions shall be made only to the Persons who, according to the books and records of the Company, are the holders of record of the Economic Interests in respect of which such distributions are made on the actual date of distribution. Neither the Company nor any Manager shall incur any liability for making distributions in accordance with this Section.

7.2 Form of Distribution. A Member or Economic Interest Owner, regardless of the nature of the Member or Economic Interest Owner's Capital Contribution, has no right to demand and receive any distribution from the Company in any form other than cash. No Member or Economic Interest Owner may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of cash being made to other Members and Economic Interest Owners. Except upon dissolution and the winding up of the Company, no Member or Economic Interest Owner may be compelled to accept a distribution of any asset in kind.

7.3 Return of Distributions. Except for distributions made in violation of the Act or this Agreement, no Member or Economic Interest Owner shall be obligated to return any distribution to the Company or pay the amount of any distribution for the account of the Company or to any creditor of the Company. The amount of any distribution returned to the Company by a Member or Economic Interest Owner or paid by a Member or Economic Interest Owner for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to the Member or Economic Interest Owner.

7.4 Minimum Cash Reserves and Sinking Fund. The Manager shall establish and maintain, out of the gross sales receipts, a minimum cash reserve in an amount to be determined by the Manager, and a sinking fund for remodeling of the premises at the end of the fifth year of the Lease. The funds used for these purposes shall be characterized as part of Net Profits under Section 6.1 above.

ARTICLE 8

TRANSFER AND ASSIGNMENT OF INTERESTS

8.1 Transfer and Assignment of Interests. Except as otherwise provided in this Article, a Member may transfer, assign, convey, sell, or encumber all or any part of such Member's Membership Interest subject to the conditions set forth in this Article. Until the transferee of the Membership Interest or any portion thereof is admitted as a substitute Member pursuant to Section 8.3, the transferee shall have no right to vote or participate in the management of the business, property and affairs of the Company or to exercise any rights of a Member. Such transferee shall only be entitled to become an Economic Interest Owner and thereafter shall only receive the share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets to which the transferor of such Economic Interest would otherwise be entitled. After the consummation of any transfer of any part of a Membership Interest, the Membership Interest so transferred shall continue to be subject to the terms and provisions of this Agreement and any further transfers shall be required to comply with all the terms and provisions of this Agreement.

8.2 Restrictions on Transfer of Interests. In addition to other restrictions found in this Agreement, no Member shall transfer, assign, convey, sell, encumber or in any way alienate all or any part of its Membership Interest: (i) without compliance with the Securities Act of 1933, as amended, the California Corporate Securities Law of 1968, as amended, or any other applicable securities laws; and (ii) if the Membership Interest to be transferred, assigned, sold or exchanged, when added to the total of all other Membership Interests sold or exchanged in the preceding twelve (12) consecutive months prior thereto, would cause the termination of the Company under the Code, as determined the Manager. Any transfer in violation of this Section shall be null and void and the purported transferee shall not become either a Member or an Economic Interest Owner.

8.3 Substitution of Members. A transferee of a Membership Interest shall have the right to become a substitute Member only if: (i) the requirements of Section 8.2 relating to securities and tax requirements hereof are met; (ii) such Person executes an instrument reasonably satisfactory to the Manager accepting and adopting the terms and provisions of this Agreement; (iii) such Person executes or causes to be executed such additional documents that the Manager reasonably deems necessary or appropriate including, without limitation, a Consent of Spouse in the case of an individual Member; (iv) such Person pays any reasonable out-of-pocket expenses actually incurred by the Company in connection with its admission as a new Member, as determined by the Manager; and (v) the Manager and Members holding seventy percent (70%) Membership Interest consent to the substitution of the Member, which consent may not be unreasonably withheld. The admission of a substitute Member shall not result in the relapse of the Member who assigned the Membership Interest from any liability that such Member may have to the Company which liability first arises prior to the effective date of the assignment of such Membership Interest. The Manager shall amend this Agreement to reflect the admission of a substitute Member pursuant to this Section and such amendment shall not require the vote or approval of the Members.

8.4 Transfers to Members. The Membership Interest of any Member may be transferred subject to compliance with Section 8.2, by the Member by gift or sale to any Member. The transferee Member shall automatically become a substitute Member with respect to the transferred Membership Interest.

8.5 Effective Date of Transfers. The transfer of all or any portion of a Membership Interest shall be effective following the date upon which the requirements of Sections 8.2 and 8.3 have been met. Any transferee of a Membership Interest shall be subject to the restrictions on transfer imposed by this Agreement.

8.6 Rights of Legal Representatives. If a Member is a corporation, trust or other entity and such Member is dissolved or terminated, the rights and duties of that Member may be exercised by its legal representative or successor.

8.7 Right of First Offer. Each time a Member or Economic Interest Owner ("Transferor") proposes to transfer, assign, convey, sell, encumber or in any way alienate all or any part of its Membership or Economic Interest ("Interest") (or as required by operation of law or other involuntary transfer to do so), other than pursuant to Section 8.4, such Transferor shall first offer such Interest to the Company and the Manager in accordance with the following provisions:

(a) Transferor shall deliver a written notice to the Company and the Manager stating: (i) Transferor's bona fide intention to transfer such Interest; (ii) the name and address of the proposed transferee; (iii) the Interest to be transferred; and (iv) the purchase price and terms of payment for which the Transferor proposes to transfer such Interest.

(b) Within thirty (30) days after receipt of the notice described above, within thirty (30) days after the determination of the purchase price, the Manager shall notify the Company in writing of its desire to purchase a portion of the Interest being so transferred. The failure of the Manager to submit a notice within the applicable period shall constitute an election on the part of the Manager not to purchase any of the Interest which may be so transferred.

(c) If the Manager fails to purchase the entire Interest being transferred, the Company may purchase any remaining share of such Interest being transferred.

(d) Within sixty (60) days after receipt of the notice described above, the Company and the Manager electing to purchase such Interest shall have the first right to purchase or obtain such Interest upon the price and terms of payment designated in such notice and closing shall occur within such sixty (60) day period. If such notice provides for the payment of non-cash consideration, the Company and such purchasing Manager each may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the non-cash consideration offered as determined by the Manager.

(e) If the Company or the Manager elects not to purchase or obtain all of the Interest designated in such notice, then the Transferor may transfer the Interest described in the notice to the proposed transferee, providing such transfer; (i) is completed within sixty (60) days after the expiration of the Company's and the non-transferring Member's right to purchase such Interest; (ii) is made on terms not materially less favorable to the Transferor than as designated in the notice; and (iii) the requirements of Sections 8.2 and 8.3 relating to securities and tax requirements hereof are met. If such Membership Interest is not so transferred, the Transferor must give notice in accordance with this Section prior to any other or subsequent transfer of such Membership Interest.

ARTICLE 9

CONSEQUENCES OF WITHDRAWAL, DEATH

DISSOLUTION OR BANKRUPTCY OF MEMBER

9.1 Dissociation. The occurrence of a Dissociation Event shall not dissolve the Company and the business of the Company shall continue without further vote or act of the Members.

9.2 Withdrawal. Upon the withdrawal of a Member in accordance with Section 4.3 or 4.5, Manager shall notify each Remaining Member in writing that the Remaining Members have the right to purchase the Former Member's Membership Interest pursuant to this Article. Such notice shall specify the Purchase Price (as hereinafter defined).

9.3 Purchase Price. The Company and the Former Member (or its legal representative) shall set the purchase price ("Purchase Price") for the Former Member's Interest by mutual agreement. If the parties cannot agree on the Purchase Price within thirty (30) days following notice to the Company of the withdrawal of the Former Member, then such Purchase Price shall be determined by an appraiser chosen by the Former Member and the Remaining Members.

9.4 Notice of Intent to Purchase. Within thirty (30) days following the date of the notice described in section 9.1, each Remaining Member desiring to purchase all of any portion of the Former Member's Interest shall so notify the Manager in writing. The failure of any Remaining Member to submit a notice within the applicable period shall constitute an election on the part of the Member not to purchase any of the Former Member's Interest. Each Remaining Member so electing to purchase shall be entitled to purchase a portion of the Former Member's Interest in the same proportion that the Membership Interest of such Remaining Member bears to the aggregate of the Membership Interests of all of the Remaining Members electing to purchase the Former Member's Interest. If any Remaining Member elects to purchase none or less than all of his, her, or its pro rata share of the Former Member's Interest, the Remaining Members can elect to purchase more than their pro rata share. If the Remaining Members fail to purchase the entire interest of the Former Member, the Company shall purchase any remaining share of the Former Member's Interest.

9.5 Payment of Purchase Price. The Purchase Price shall be paid by the Remaining Members by either of the following methods, each of which may be selected separately by the Company or the Remaining Members:

(a) The Company or the Remaining Members shall at the closing pay in cash the total Purchase Price for the Former Member's Interest; or

(b) The Remaining Member shall execute a promissory note in the amount of the Purchase Price bearing interest at the rate of ten percent (10%) per annum, payable monthly. Such note shall be due and payable by the Remaining Member within two (2) years from the date that such note was made. Any amounts repaid shall first be applied to interest and thereafter to principal.

9.6 Closing of Purchase of Former Member's Interest. The closing for the sale of a Former Member's Interest pursuant to this Article shall be held at a location designated by the parties no later than sixty (60) days after the date of the notice described in Section 9.1, except that if such date falls on a Saturday, Sunday or California legal holiday, then the closing shall be held on the next succeeding business day. At the closing, the Former Member (or its legal representative) shall deliver to the Remaining Members an instrument of transfer (containing standard representations and warranties, including, without limitation, warranties of title and no encumbrances) conveying the Former Member's Interest. The Former Member (or its legal representative), the Company and the Remaining Members shall do all things and execute and deliver all papers as may be necessary to fully consummate such sale and purchase in accordance with the terms and provisions of this Agreement.

9.7 Purchase Terms Varied by Agreement. Nothing contained herein is intended to prohibit Members from agreeing upon other terms and conditions for the purchase by the Company or any Member of the Membership Interest of any Member in the Company desiring to retire, withdraw or resign, in whole or in part, as a Member.

9.8 Key Man Insurance.

ARTICLE 10

ACCOUNTING, RECORDS, REPORTING BY MEMBERS

10.1 Books and Records. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for federal income tax purposes. The books and records of the Company shall reflect all the Company transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain at its principal office in California all of the following:

(a) A current and past list of the full name and last known business or residence address of each Member and Economic Interest Owner set forth in alphabetical order, together with the Capital Contributions, Capital Account and Economic Interest of each Member and Economic Interest Owner;

(b) A current list of the full name and business or residence address of each Manager;

(c) A copy of the Articles and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto have been executed;

(d) Copies of the Company's federal, state, and local income tax or

information returns and reports, if any, for the six (6) most recent taxable years;

(e) A copy of this Agreement and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed;

(f) Copies of the financial statements of the Company for the six (6) most recent Fiscal Years; and

(g) The Company's books and records as they relate to the internal affairs of the Company and the operations of the Entertainment venue for at least the current and past four (4) Fiscal Years.

10.2 Delivery to Members and Inspection.

(a) Upon the request of any Member, the Manager shall promptly deliver to the requesting Member, at the expense of the Company, a copy of the information required to be maintained by Sections 10.1(a), 10.1(b), and 10.1(d).

(b) Each Member has the right, upon request, to:

(i) inspect and copy during normal business hours any of the Company records described in Sections 10.1(a) through 10.1(g); and

(ii) obtain from the Company, promptly after their becoming available a copy of the Company's federal, state, and local income tax or information returns for each Fiscal Year.

(c) Any request, inspection or copying by a Member under this Section may be made by that Person or that Person's agent or attorney. The foregoing inspection and copying rights shall be in addition to such rights of Members as set forth in Section 17106 of the Corporations Code.

(d) The Manager shall promptly furnish to a Member a copy of any amendment to the Articles or this Agreement executed by the Manager pursuant to a power of attorney from the Member.

10.3 Annual Statements.

(a) The Manager shall cause to be prepared at least annually, at Company expense, information necessary for the preparation of the Members' and Economic Interest Owners' federal and state income tax returns. The Manager shall send or cause to be sent to each Member or Economic Interest Owner within ninety (90) days after the end of each taxable year such information as is necessary to complete federal and state income tax or information returns, and a copy of the Company's federal, state, and local income tax or information returns for that year.

(b) The Manager shall cause to be filed as and when required with the California Secretary of State the Statement of Information required under Corporations Code Section 17060.

10.4 Filings. The Manager, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Manager, at Company expense, shall also cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, amendments to, or restatements of, the Articles and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations. If a Manager required by the Act to execute or file any document fails, after demand, to do so within a reasonable period of time or refuses to do so, any other Manager or Member may prepare, execute and file that document with the Secretary of State.

10.5 Bank Accounts. The Manager shall maintain the funds of the Company in one or more bank accounts that are federally insured or opened with federally-chartered banks and established in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

10.6 Accounting Decisions and Reliance on Others. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Manager. The Manager may rely upon the advice of the Company's accountants as to whether such decisions are in accordance with accounting methods followed by federal income tax purposes.

10.7 Tax Matters for the Company Handled by Managers and Tax Matters Partner.
The Manager shall from time to time cause the Company to make such tax elections as they deem to be in the best interests of the Company and the Members. The Tax Matters Partner, as defined in Code Section 6231, shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith. The Tax Matters Partner shall oversee the Company tax affairs in the overall best interests of the Company. If for any reason the Tax Matters Partner can no longer serve in that capacity or ceases to be a Member or a Manager, as the case may be, Members holding a seventy percent (70%) Membership Interest may designate another to be Tax Matters Partner.

ARTICLE 11

DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following:

- (a) Upon the happening of any event of dissolution specified in the Articles;
- (b) Upon the entry of a decree of judicial dissolution pursuant to Section 17351 of the Corporations Code;
- (c) Upon the vote or consent of Members holding an aggregate of 70% of the Membership Interests until such time as the Class B and C Members have received their Payout; and thereafter, upon the vote or consent of Members holding a Majority Interest and the consent of the Manager.

11.2 Certificate of Dissolution. As soon as possible following the occurrence of any of the events specified in Section 11.1, the Manager who has not wrongfully dissolved the Company, or, if none, a Member shall execute a Certificate of Dissolution in such form as shall be prescribed by the California Secretary of State and file the Certificate as required by the Act.

11.3 Winding Up. Upon the occurrence of any event specified in Section 11.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Manager who has not wrongfully dissolved the Company, or, if none, the Members shall: (i) be responsible for overseeing the winding up and liquidation of Company; (ii) take full account of the liabilities of Company and assets; (iii) either cause its assets to be sold or distributed, and if sold as promptly as is consistent with obtaining the fair market value thereof; and (iv) cause the sale proceeds and/or the assets, to the extent sufficient therefor, to be applied and distributed as provided in Section 11.4. The Persons winding up the affairs of the Company shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Manager or Members winding up the affairs of the Company shall be entitled to reasonable compensation for such services.

11.4 Distributions in Kind. Except as provided in Section 7.2, any non-cash assets distributed to one or more Members shall first be valued at their fair market value to determine the Net Profit or Net Loss that would have resulted if such assets were sold for such value, such Net Profit or Net Loss shall then be allocated pursuant to ARTICLE 6, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged to the Capital Account of each Member receiving an interest in such distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Managers or by the Members or if any Member objects by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) selected by the Managers or liquidating trustee and approved by the Members. In the event of the dissolution of the Company as provided by this Article 11, or for any other reason, distributions shall be made in cash. All distribution to Members on the dissolution or liquidation of the Company shall be in accordance with positive Capital Accounts.

11.5 Order of Payment of Liabilities Upon Dissolution.

(a) After determining that all known debts and liabilities of the Company in the process of winding up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in accordance with their positive Capital Account balances, after taking into account income and loss allocations for the Company's taxable year during which liquidation occurs. Such liquidating distributions shall be made by the end of the Company's taxable year in which the Company is liquidated, or, if later, within ninety (90) days after the date of such liquidation.

(b) The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, has been adequately provided for if payment thereof has been assumed or guaranteed in good faith by one or more financially responsible persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the Person, was determined in good faith and with reasonable care by the Managers or Members to be adequate at the time of any distribution of the assets pursuant to this Section. This Section shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

11.6 Compliance with Regulations. All payments to the Members upon the windings up and dissolution of Company shall be made strictly in accordance with the positive Capital Account balance limitation and other requirements of Regulations Section 1.704-1(b)(2)(ii)(d).

11.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the assets of Company for the return of his, her or its positive Capital Account balance and shall have no recourse for his, her or its Capital Contribution and/or share of Net Profits (upon dissolution or otherwise) against the Managers or any other Member except as provided in ARTICLE 12.

11.8 Certificate of Cancellation. Upon the completion of the winding up of the affairs and distribution of all of the assets of the Company as provided in this Article or when a domestic limited liability company is not the surviving entity, the Managers or Members who filed the Certificate of Dissolution shall cause to be filed in the office of, and on a form prescribed by, the Secretary of State, a certificate of cancellation of the Articles.

11.9 No Action Causing Dissociation. Except as expressly permitted in this Agreement, a Member shall not take any action that directly causes a Dissociation Event.

ARTICLE 12

INDEMNIFICATION AND INSURANCE

12.1 Indemnification of Any Agents. The Company shall indemnify any Member or Manager and may indemnify other than Person who was or is a party or is threatened to be made a party or any threatened, pending or completed action, suit or proceeding by reason of the fact that he, she, or it is or was a Member, Manager, officer, employee or other agent of the Company, a Member or a Manager or that, being or having been such a Member, Manager, officer employee or agent, he, she, or it is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an "agent"), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The foregoing indemnity shall not apply to the extent that such action, suit or proceeding is the result of any fraud, gross negligence, reckless misconduct, or a knowing violation of law by such agent.

12.2 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as an agent, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of Section 12.1 or under applicable law.

ARTICLE 13

INVESTMENT REPRESENTATIONS

Each Member hereby represents and warrants to, and agrees with, the Manager, the other Members, and the Company as follows:

13.1 Preexisting Relationship or Experience.

(a) Such Member has a preexisting personal or business relationship with the Company or the Manager; or

(b) By reason of such Member's business or financial experience, or by reason of the business or financial experience of its financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, the Company or any Affiliate or selling agent of the Company, it is capable of evaluating the risks and merits of an investment in the Membership interest and of protecting its own interests in connection with this investment.

13.2 [intentionally omitted]

13.3 No Advertising. Such Member has not seen, received, been presented with, or been solicited by any leaflet, public promotional meeting, newspaper or magazine Article or

advertisement, radio or television advertisement, or any other form of advertising or general solicitation with respect to the sale of the Membership Interest.

13.4 Investment Intent. Such Member is acquiring the Membership Interest for investment purposes for its own account only and not with a view to or for sale in connection with any distribution of all or any part of the Membership Interest. Except for holders of equity interests in Persons which are Members, no other person will have any direct or indirect beneficial interest in or right to the Membership Interest.

13.5 Purpose of Entity. If the Member is a corporation, partnership, limited liability company, trust or other equity, it was not organized for the specific purpose of acquiring the Membership Interest.

13.6 Residency. Such Member is a resident of the United States of America.

13.7 Economic Risk. Such Member is financially able to bear the economic risk of an investment in the Membership Interest, including the total loss thereof.

13.8 No Registration of Membership Interest. Such Member acknowledges that the Membership Interest has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or qualified under the California Corporate Securities Law of 1968, as amended, or any other applicable securities laws in reliance, in part, on such Member's representations, warranties and agreements herein.

13.9 Membership Interest in Restricted Security. Such Member understands that the Membership Interest is a "restricted security" under the Securities Act in that the Membership Interest will be acquired from the Company in a transaction not involving a public offering, and that the Membership Interest may be resold without registration under the Securities Act only in certain limited circumstances and that otherwise the Membership Interest must be held indefinitely.

13.10 No Obligation to Register. Such Member represents, warrants, and agrees that the Company and the Manager are under no obligation to register or qualify the Membership Interest under the Securities Act or under any state securities law, or to assist such member in complying with any exemption from registration and qualification.

13.11 No Disposition in Violation of Law. Without limiting the representations set forth above, and without limiting ARTICLE 8 of this Agreement, such Member will not make any disposition of all or any part of the Membership Interest which will result in the violation by such Member or by the Company of the Securities Act, the California Corporate Securities Law of 1968, or any other applicable securities laws. Without limiting the foregoing, such Member agrees not to make any disposition of all or any part of the Membership Interest unless and until:

(a) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement and any applicable requirements of state securities laws; or

(b) Such Member has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested the by Manager, such Member has furnished the Company with a written opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of any securities under the Securities Act or the consent of or a permit from appropriate authorities under any applicable state securities law.

13.12 Legends. Such Member understands that the certificates (if any) evidencing the Membership interest may bear one or all of the following legends:

(a) "THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS, AND CONDITIONS WHICH ARE SET FORTH HEREIN"

(b) Any legend required by applicable state securities laws.

13.13 Investment Risk. Such Member acknowledges that the Membership Interest is a speculative investment which involves a substantial degree of risk of loss by the Member of such Member's entire investment in the Company, that such Member understands and takes full cognizance of the risk factors related to the purchase of the Membership Interest, and that the Company is newly organized.

13.14 Investment Experience. Such Member is an experienced investor in unregistered and restricted securities of speculative and high-risk ventures.

13.15 Restrictions on Transferability. Such Member acknowledges that there are substantial restrictions on the transferability of the Membership Interest pursuant to this Agreement, that there is no public market for the Membership Interest and none is expected to develop, and that, accordingly, it may be possible for the Member to liquidate such Member's Investment in the Company.

13.16 Information Reviewed. Such Member has received and reviewed all information the Member considers necessary or appropriate for deciding whether to purchase the Membership Interest. Such Member has had an opportunity to ask questions and receive answers from the Company and its officers, Managers and employees regarding the terms and conditions of purchase of the Membership Interest and regarding the business, financial affairs, and other aspects of the Company and has further had the opportunity to obtain all information (to the extent the Company possesses or can acquire such information without unreasonable effort or expense) which such Member deems necessary to evaluate the investment and to verify the accuracy of information otherwise provided to such Member.

13.17 No Representations By Company. Neither any Manager, any agent or employee of the Company or of any Manager, nor any other Person has at any time expressly or implicitly represented, guaranteed, or warranted to such Member that the Member may freely transfer the Membership Interest, that a percentage of profit and/or amount or type of consideration will be realized as a result of an investment in the Membership Interest, that past performance or experience on the part of the Manager or its Affiliates or any other person in any way indicates the predictable results of the ownership of the Membership Interest or of the overall Company business, that any cash distributions from Company operations or otherwise will be made to the Members by any specific date or will be made at all, or that any specific tax benefits will accrue as a result of an investment in the Company.

13.18 Consultation with Attorney. Such Member has been advised to consult with such Member's own attorney regarding all legal matters concerning an investment in the Company and the tax consequences of participating in the Company, and has done so, to the extent such Members considers necessary.

13.19 Tax Consequences. Such Member acknowledges that the tax consequences to the Member's Investment in the Company will depend on the Member's particular circumstances, and neither the Company, the Manager, the Members, nor the partners, shareholders, agents, officers, directors, employees, Affiliates, or consultants of any of them will be responsible or liable for the tax consequences to him, her, or it of an investment in the Company. Such Member will look solely to, and rely upon, such Member's own advisers with respect to the tax consequences of this investment.

13.20 No Assurance of Tax Benefits. Such Member acknowledges that there can be no assurance that the Code or the Regulations will not be amended or interpreted in the future in such a manner so as to deprive the Company and the Members of some or all of the tax benefits they might now receive, nor that some of the deductions claimed by the Company or the allocations of items of income, gain, loss, deduction, or credit among the Members may not be challenged by the Internal Revenue Service.

13.21 Indemnity. Such Member shall indemnify and hold harmless the Company, each and every Manager, each and every other Member, and any officers, directors, shareholders, employees, partners, agents, attorneys, registered representative, and control persons of any such entity who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of or arising from any misrepresentation or misstatement of facts or omission to represent or state facts made by such Member including, without limitation, the information in this Agreement, against losses, liabilities, and expenses of the Company, each and every Manager, each and every other Member, and any officers, directors, shareholders, employees, partners, attorneys, accountants, agents, registered representatives, and control persons of any such Person (including attorneys' fees, judgments, fines and amounts paid in settlement, payable as incurred) incurred by such Person in connection with such action, suit, proceeding, or the like.

ARTICLE 14

MISCELLANEOUS

14.1 Complete Agreement. This Agreement and the Articles constitute the complete and exclusive statement of agreement among the Members and Manager with respect to the subject matter herein and therein and replace and supersede all written and oral agreements or statements by and among the Members and Manager or any of them. No representation, statement, condition or warranty not contained in this Agreement or the Articles will be binding on the Members or Manager or have any force or effect whatsoever. To the extent that any provision of the Articles conflict with any provision of this Agreement, the Articles shall control.

14.2 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members, and their respective successors and assigns.

14.3 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and Manager and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

14.4 Pronouns: Statutory References. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act, Corporations Code or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

14.5 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

14.6 Interpretation. In the event any claim is made by any Member relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or his, her or its counsel.

14.7 References to this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

14.8 Jurisdiction. Each Member hereby consents and acknowledges that this Agreement is executed and intended to be performed in the State of California, and the laws of that state shall govern its interpretation and effect. Any disputes between or among the then Members concerning enforcement of the terms of this Agreement shall be tried in the United States District Court for the Northern District Court of California in San Francisco or the Contra Costa County Superior. Each Member further agrees that personal jurisdiction over him, her, or it may be effected by service of process in the State of California or, if delivery to such registered agent cannot be made, then by certified mail addressed as provided in Section 14.13 of this Agreement, and when so made shall be as if served upon him, her, or it personally within the State of California.

14.9 Arbitration. Except as otherwise provided in this Agreement, any controversy or dispute arising out of this Agreement, the interpretation of any of the provisions hereof, or the action or inaction of any Member or Manager hereunder shall be submitted to arbitration in San Francisco, California, pursuant to the commercial rules of the American Arbitration Association. Any award or decision obtain from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any Member except (i) an action to compel arbitration pursuant to this Section; or (ii) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section.

14.10 Exhibits. All Exhibits attached to this Agreement are incorporated and shall be treated as if set forth herein.

14.11 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid shall not be affected thereby.

14.12 Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

14.13 Notices. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing, and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member or Manager at the address specified in Exhibit A hereto. Any party may, at any time by giving five (5) days prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice will be given.

14.14 Amendments. Except as specifically provided in Sections 4.2, 8.3 and elsewhere in this Agreement, all amendments to this Agreement will be in writing and signed by all the Members. All amendments to the Articles shall require the vote, approval or consent of all the Members.

14.15 Covenant of Capacity to Sign. All Members covenant that they possess all necessary capacity and authority to sign and enter this Agreement. All individuals signing this Agreement for a Member which is a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf they are signing. If a Member is not a natural person, neither the Company nor any Member will (i) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual; or (ii) be responsible for the application or distribution of proceeds paid or credited to or on behalf of such entity.

14.16 No Interest in Company Property; Waiver of Action for Partition. No Member or Economic Interest Owner has any interest in specific property of the Company. Without limiting the foregoing, each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that he, she, or it may have to maintain any action for partition with respect to the property of the Company.

14.17 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14.18 Attorneys' Fees. In the event that any dispute between the Company and the Members or among the Members should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and

expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award for attorneys' fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to enforce any such judgment. The provisions set forth in this Section shall survive the merger of this provision into any judgment.

14.19 Time is of the Essence. All dates and times in this Agreement are of the essence.

14.20 Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

14.21 Special Power of Attorney.

(a) Attorney In Fact. Each Member hereby grants the Manager a special power of attorney irrevocably making, constituting, and appointing the Manager as the Member's attorney in fact, with all power and authority to act in the Member's name and on the Member's behalf to execute, acknowledge and deliver and swear to in the execution, acknowledgement, delivery and filing of any instrument or document that may be reasonably required by the Manager in connection with such Member's failure to make a required Capital Contribution, the purchase or other transfer of a Membership Interest pursuant to Section 8.8 or 9.2 hereof, and reduction in the Member's Capital Account, Economic Interest or Membership Interest.

(b) Irrevocable Power. The special power of attorney granted pursuant to this Section (i) is irrevocable, (ii) is coupled with an interest, and (iii) shall survive a Member's death, incapacity or dissolution.

(c) Signatures. The Managers may exercise the special power of attorney granted in this Section by a facsimile signature of any Manager or by the signature of any Manager.

14.22 Legal Representation. The parties acknowledge that this Agreement was prepared by the Law Office of Dennis Holahan, which represents the Company. The Members have had an opportunity to read all the provisions contained herein, and to have this Agreement reviewed by legal, tax or other professional advisors of their own choice before signing it. The Members represent that they have reviewed this Agreement carefully and have the capacity to execute, deliver, and perform all obligations required under this Agreement.

IN WITNESS WHEREOF, all of the Members of Siesta Valley Entertainment, LLC, A California Limited Liability Company, have executed or caused to be executed this Agreement, effective as of the date written above.

Class A Member

Name

Michael Karp
Michael Karp

Class A Member

Name

Tom Romary
Tom Romary

Class B Member(s)

Name

By: _____

Name

By: _____

Class C Member(s)

Name

By: _____

Name

By: _____

EXHIBIT A

MEMBER INFORMATION

Member A INVESTORS	Address	Capital Acc't	Class	Class Membership Interest	Company Membership Interest
Michael Karp	2 Theatre Square Suite 248 Orinda, CA 94563	\$5000	A	50%	TBD
Tom Romary		\$5000	A	50%	TBD
B INVESTORS	ADDRESS	AMOUNT/ UNITS	B	CLASS PERCENTAGE	COMPANY PERCENTAGE
Name		\$0 0 UNITS	B	%	%
Name		\$0 0 UNITS	B	%	%

The Company contemplates between five (5) and ten (10) Class B Members and between two (2) and five (5) Class C Members. The Class B and C Class Membership Interests and Class B and C Company Membership Interests will be determined after the Class B and C Memberships have closed.

Siesta Valley Amphitheatre - Pro Forma

	2026	2027	2028
Amphitheatre Ops:			
# Major Events	35	40	50
Capacity	700	700	800
Occupancy	60%	65%	62%
Avg Ticket Price	\$45	\$55	\$60
GA	\$35	\$40	\$40
Reserved	\$60	\$65	\$65
VIP	\$90	\$95	\$100
Tickets	14,700	18,200	24,800
Avg Gross per Event	\$18,900	\$25,025	\$29,760
GROSS Sales - Major	\$661,500	\$1,001,000	\$1,488,000
# Local / New Artist Events	20	40	50
Tix per event	80	100	120
Tickets	1600	4000	6000
Avg Ticket Price	\$24	\$25	\$25
Avg Gross per Event	\$1,920	\$2,500	\$3,000
GROSS Sales - Local	\$38,400	\$100,000	\$150,000
TOTAL Gross Ticket Sales	\$699,900	\$1,101,000	\$1,638,000
Food & Beverage Operations:			
At Amphitheatre Table Capacity	35	40	50
Avg Table Turnover (per major event)	1.4	1.8	2.0
Avg Seats / Table	4	4	4
Avg Occupancy (per major event)	65%	70%	70%
Avg Occupancy (per smaller event)	20%	20%	20%
#Seats served per Major Event	127	196	280
# Seats served per Minor Event	28	32	40
# Seats/year	5,019	9,120	16,000
Avg Rev/Seat	\$50	\$55	\$60
Rest Ops Gross Revenue:	\$250,950	\$501,600	\$960,000
Food Truck/Counter at Amphitheatre:			
% Buying food truck counter:	30%	33%	35%
# served - major events	4,410	6,006	8,680
# served - minor event	480	1,320	2,100
Beverage cross-sell %	90%	90%	90%
Avg Food \$/Order	\$22.00	\$22.00	\$25.00
Avg Bev \$/Order	\$10	\$11	\$12

	<u>2026</u>	<u>2024</u>	<u>2020</u>
Total Rev/Order	\$32.00	\$33.00	\$37.00
Food Truck/Bev total Revenue:	\$156,480	\$241,758	\$398,860
<i>Beverage Ops (Service Bar):</i>			
% Buying Beverages (per event)	35%	40%	40%
# Bevs/Drinker (Major event)	1.6	2	2
# Bevs/Drinker (Minor Event)	1.8	2	2
# Bevs Sold	9,240	17,760	24,640
Avg Price per Bev	\$10	\$11	\$12
Total Beverage Revenue	\$92,400	\$195,360	\$295,680
Total Food & Beverage Revenue:	\$499,830	\$938,718	\$1,654,540
Sponsorship & Partnerships:	\$100,000	\$150,000	\$250,000
Venue Rentals:	\$100,000	\$110,000	\$150,000
Merch Sales:	\$200,000	\$220,000	\$275,000
Parking:	\$100,000	\$120,000	\$140,000
TOTAL Venue FOOD & BEV Revenue:	\$499,830	\$938,718	\$1,654,540
TOTAL Venue REVENUE:	\$1,699,730	\$2,639,718	\$4,107,540

Operational Budget - Music/Artists

Major	\$25,000	\$875,000	\$1,000,000	\$1,250,000
Local / Emerging	\$2,000	\$40,000	\$80,000	\$100,000

Major Events

Food Service Ops	20	\$100,800	\$115,200	\$144,000
Venue Staffing	12	\$17,280	\$34,560	\$43,200
		\$118,080	\$149,760	\$187,200

Minor Events

Food Service Ops	4	\$11,520	\$23,040	\$28,800
Venue Staffing	2	\$2,880	\$5,760	\$7,200

202020272028

\$14,400

\$28,800

\$36,000

Management

GM	\$180,000	\$180,000	\$180,000	\$187,200
Venue Manager	\$75,000	\$75,000	\$75,000	\$78,000
Food & Bev GM	\$120,000	\$120,000	\$120,000	\$124,800
Manager(s)	\$75,000	\$75,000	\$75,000	\$156,000
Security Staff				\$150,000
Music Director	\$75,000	\$75,000	\$75,000	\$78,000

Total Management	\$525,000	\$525,000	\$525,000	\$774,000
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Other Staff/Ops Costs:

Rent	\$12,000	\$12,000	\$12,000
Facility Maintenance	\$625,000	\$400,000	\$500,000
Facility Expansion & Improvement	\$500,000	\$200,000	\$250,000
Environmental Costs	\$200,000	\$200,000	\$250,000
Security and Other Ops Costs	\$200,000	\$200,000	\$250,000

TOTAL OPS COSTS:	\$3,097,480	\$2,783,560	\$3,597,200
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Net Profit	(\$1,397,750)	(\$143,842)	\$510,340
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Capital Raise:	\$5,000,000		
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Tix Fees to EBMUD (Land Preservation):	\$32,600	\$44,400	\$61,600
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Tix Fees to SVF (501c)	\$48,900	\$66,600	\$92,400
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Net Cash Flow Net	\$3,520,750	(\$254,842)	\$356,340
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Appendix:

Overview Financial Projections (15 year)

Market Valley Amphitheatre - Pro Form	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Amphitheatre Ops																
# Music Events	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Capacity	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700
Occupancy	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Key Ticket Price	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44
GA	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18
Admission	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60
UP	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40
Patron	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750
Private Events	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
OBOWS Sales - Major	\$481,499	\$1,069,000	\$1,448,949	\$1,888,088	\$2,454,860	\$3,179,680	\$4,087,880	\$5,188,940	\$6,588,640	\$8,288,640	\$10,288,640	\$12,588,640	\$15,188,640	\$18,088,640	\$21,288,640	\$24,888,640
# Local / Non-Local Events	20	40	60	80	100	120	140	160	180	200	220	240	260	280	300	320
OBOWS Sales - Local	\$18,499	\$100,000	\$188,949	\$288,088	\$394,860	\$508,680	\$638,880	\$784,940	\$946,640	\$1,124,640	\$1,318,640	\$1,528,640	\$1,748,640	\$1,978,640	\$2,218,640	\$2,468,640
TOTAL Gross Ticket Sales	\$481,499	\$1,169,000	\$1,637,898	\$2,176,168	\$2,854,740	\$3,688,360	\$4,766,820	\$6,073,580	\$7,735,280	\$9,713,280	\$12,007,280	\$14,717,280	\$17,937,280	\$21,677,280	\$25,957,280	\$30,777,280
Food & Beverage Operations																
Food & Beverage Revenue	\$208,038	\$238,718	\$1,468,548	\$1,888,948	\$2,428,718	\$3,118,648	\$3,978,798	\$5,018,948	\$6,348,648	\$7,968,648	\$9,868,648	\$12,068,648	\$14,568,648	\$17,368,648	\$20,468,648	\$23,968,648
Sponsorship & Partnership	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Vendor Service	\$100,000	\$110,000	\$150,000	\$200,000	\$250,000	\$300,000	\$350,000	\$400,000	\$450,000	\$500,000	\$550,000	\$600,000	\$650,000	\$700,000	\$750,000	\$800,000
Merch Sales	\$200,000	\$220,000	\$250,000	\$280,000	\$310,000	\$340,000	\$370,000	\$400,000	\$430,000	\$460,000	\$490,000	\$520,000	\$550,000	\$580,000	\$610,000	\$640,000
Franchise	\$100,000	\$120,000	\$140,000	\$160,000	\$180,000	\$200,000	\$220,000	\$240,000	\$260,000	\$280,000	\$300,000	\$320,000	\$340,000	\$360,000	\$380,000	\$400,000
TOTAL VENDOR REVENUE	\$1,808,038	\$2,438,718	\$4,167,898	\$5,078,948	\$6,548,648	\$8,168,648	\$9,938,798	\$11,918,948	\$14,118,648	\$16,518,648	\$19,118,648	\$21,918,648	\$24,918,648	\$28,118,648	\$31,518,648	\$35,118,648
Operational Budget - Music/Events																
Major	\$25,000	\$275,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
Local - Catering	\$25,000	\$275,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
Major Events																
Food Service Ops	20	\$100,000	\$118,200	\$144,000	\$178,400	\$224,200	\$281,360	\$350,760	\$433,760	\$531,760	\$646,960	\$780,960	\$934,960	\$1,108,960	\$1,302,960	\$1,516,960
Vendor Staffing	12	\$17,280	\$24,000	\$31,200	\$41,200	\$52,720	\$66,720	\$83,360	\$102,720	\$124,960	\$150,960	\$180,960	\$214,960	\$252,960	\$294,960	\$342,960
Minor Events																
Food Service Ops	4	\$11,820	\$22,040	\$28,800	\$37,600	\$47,680	\$59,680	\$74,080	\$91,360	\$111,360	\$134,960	\$162,960	\$195,960	\$233,960	\$276,960	\$324,960
Vendor Staffing	2	\$2,880	\$4,000	\$5,200	\$6,800	\$8,640	\$10,720	\$13,360	\$16,480	\$20,160	\$24,480	\$29,480	\$35,480	\$42,480	\$50,480	\$59,480
Management																
GA	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000
Vendor Manager	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Food & Beverage Ops	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
Management	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Security Staff	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Minor Services	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
TOTAL MANAGEMENT	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000
Other Staff/Op Costs																
Staff	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Facility Maintenance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Facility Insurance & Repairs	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Environmental Costs	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Security and Other Op Costs	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
TOTAL OPS DEDTS	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000
Net Profit	\$1,169,000	\$1,543,812	\$2,017,898	\$2,551,168	\$3,229,740	\$4,063,360	\$5,146,820	\$6,454,580	\$8,110,280	\$10,088,280	\$12,388,640	\$15,088,640	\$18,188,640	\$21,688,640	\$25,688,640	\$30,188,640
Cash Flow																
Net Cash Flow	\$1,169,000	\$1,543,812	\$2,017,898	\$2,551,168	\$3,229,740	\$4,063,360	\$5,146,820	\$6,454,580	\$8,110,280	\$10,088,280	\$12,388,640	\$15,088,640	\$18,188,640	\$21,688,640	\$25,688,640	\$30,188,640

Appendix:

Overview Financial Projections (15 year)

[illegible]

Appendix:

Overview Financial Projections (5 year) for Siesta Valley Amphitheatre (SVA)

Siesta Valley Amphitheatre - Pro Forma		2026	2027	2028	2029	2030
Amphitheatre Ops:						
# Major Events		35	40	50	55	55
Capacity		700	700	800	800	800
Occupancy		60%	65%	62%	65%	65%
Avg Ticket Price		\$45	\$55	\$60	\$65	\$68
GA		\$35	\$40	\$40	\$45	\$45
Reserved		\$60	\$65	\$65	\$70	\$75
VIP		\$90	\$95	\$100	\$105	\$110
Tickets		14,700	18,200	24,800	28,600	28,800
Avg Gross per Event		\$18,900	\$25,025	\$29,760	\$33,600	\$35,360
GROSS Sales - Major		\$661,500	\$1,001,000	\$1,488,000	\$1,859,000	\$1,944,800
# Local / New Artist Events		20	40	50	55	55
GROSS Sales - Local		\$38,400	\$100,000	\$150,000	\$165,000	\$165,000
TOTAL Gross Ticket Sales		\$699,900	\$1,101,000	\$1,638,000	\$2,024,000	\$2,109,800
Food & Beverage Operations:						
Total Food & Beverage Revenue:		\$499,830	\$938,718	\$1,654,540	\$1,884,960	\$2,025,760
Sponsorship & Partnerships:		\$100,000	\$150,000	\$250,000	\$375,000	\$550,000
Venue Rentals:		\$100,000	\$110,000	\$150,000	\$200,000	\$250,000
Merch Sales:		\$200,000	\$220,000	\$275,000	\$325,000	\$410,000
Parking:		\$100,000	\$120,000	\$140,000	\$170,000	\$200,000
TOTAL Venue REVENUE:		\$1,699,730	\$2,639,718	\$4,107,540	\$4,978,960	\$5,545,560
Operational Budget - Music/Artists						
Major	\$25,000	\$875,000	\$1,000,000	\$1,250,000	\$1,375,000	\$1,430,000
Local / Emerging	\$2,000	\$40,000	\$80,000	\$100,000	\$110,000	\$114,400
Major Events						
Food Service Ops	20	\$100,800	\$115,200	\$144,000	\$158,400	\$174,240
Venue Staffing	12	\$17,280	\$34,560	\$43,200	\$47,520	\$52,272
		\$118,080	\$149,760	\$187,200	\$205,920	\$226,512
Minor Events						
Food Service Ops	4	\$11,520	\$23,040	\$28,800	\$31,680	\$31,680
Venue Staffing	2	\$2,880	\$5,760	\$7,200	\$7,920	\$7,920
		\$14,400	\$28,800	\$36,000	\$39,600	\$39,600
Roadhouse Staff						
Food Service Ops Staff						
Food and bev Costs						
Bar Staff						
		0	0	\$0	\$0	\$0
Management						
GM	\$180,000	\$180,000	\$180,000	\$187,200	\$194,888	\$202,478
Venue Manager	\$75,000	\$75,000	\$75,000	\$78,000	\$81,120	\$84,365
Food & Bev GM	\$120,000	\$120,000	\$120,000	\$124,800	\$129,792	\$134,984
Manager(s)	\$75,000	\$75,000	\$75,000	\$166,000	\$162,240	\$168,730
Security Staff				\$150,000	\$156,000	\$162,240
Music Director	\$75,000	\$75,000	\$75,000	\$78,000	\$81,120	\$84,365
Total Management	\$525,000	\$525,000	\$525,000	\$774,000	\$804,960	\$837,158
Other Staff/Ops Costs:						
Rent		\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Facility Maintenance		\$625,000	\$400,000	\$500,000	\$500,000	\$650,000
Facility Expansion & Improvement		\$500,000	\$200,000	\$250,000	\$900,000	\$1,000,000
Environmental Costs		\$200,000	\$200,000	\$250,000	\$250,000	\$275,000
Security and Other Ops Costs		\$200,000	\$200,000	\$250,000	\$250,000	\$275,000
TOTAL OPS COSTS:		\$3,097,480	\$2,783,560	\$3,597,200	\$4,435,480	\$4,847,670
Net Profit		\$1,397,750	\$143,842	\$510,340	\$543,480	\$697,890
Capital Raise:		\$5,000,000				
Tix Fees to EBMUD (Land Preservation)		\$32,600	\$44,400	\$61,600	\$70,400	\$70,400
Tix Fees to SVF (501c)		\$48,900	\$66,600	\$92,400	\$105,600	\$105,600
Net Cash Flow Net		\$3,520,750	(\$254,842)	\$356,340	\$367,480	\$521,890

Appendix:

Siesta Valley Amphitheatre (SVA) C-Corp
Funding Discussions and Soft Commitments:

• Silicon Valley Technology Executive and former CEO of Tech Companies, including GoFundMe:	\$1,000,000
• Silicon Valley Venture Capitalist and Investor in prior company led by Tom Romary:	\$ 1,000,000
• East Bay Commercial Real Estate Executive and Developer:	\$ 750,000
• SF Bay Area Private Equity Investor:	\$ 500,000
• SF Bay Area Hedge Fund Manager and Investor:	\$ 300,000
• SF Bay Area Music Entertainment Industry Executive:	\$ 250,000
• SF Bay Area Entrepreneur in the Insurance Industry:	\$ 100,000
• SF Based Venture Capitalist and Music Enthusiast:	\$ 100,000
• East Bay Technology Executive:	\$ 100,000
• East Bay Retired Law Firm Chairman:	\$ 100,000
• NY Based Entertainment Industry Executive:	\$ 100,000
• LA Based Entertainment Industry Executive:	\$ 100,000
• SF Bay Area Restaurant Entrepreneur:	\$ 50,000
• East Bay Technology Sales Executive:	\$ 50,000
• Seattle Based Venture Capitalist:	\$ 50,000
• Seattle Based Private Investor:	\$ 50,000
• Coalition of East Bay Based Business Executives and Music Enthusiasts:	\$ 50,000

Appendix
5 Year Income Schedule for NonProfit
Siesta Valley Foundation (SVF)

	2026	2027	2028	2029	2030
Private Donations (Capital-Restricted)	\$ 200,000	\$ 250,000	\$ 275,000	\$ 300,000	\$ 325,000
Private Donations (Operating)	\$ 200,000	\$ 250,000	\$ 275,000	\$ 300,000	\$ 325,000
Public Grants (Capital-Restricted)	\$ 125,000	\$ 150,000	\$ 175,000	\$ 200,000	\$ 225,000
Public Grants (Operating)	\$ 125,000	\$ 150,000	\$ 175,000	\$ 200,000	\$ 225,000
SVA Contributions	\$ -	\$ 45,000	\$ 60,000	\$ 80,000	\$ 100,000
Ticket Surcharge Revenue	\$ 50,000	\$ 80,000	\$ 100,000	\$ 110,000	\$ 120,000
Other Income	\$ 7,000	\$ 8,000	\$ 10,000	\$ 12,000	\$ 15,000

Appendix
Proposed Programming Schedule for 2026
Siesta Valley Amphitheatre

	2026
Programming Schedule Proposal	
April	3 Live Music Shows (Rock, Jazz, Bluegrass, Funk) 1 Live Theatre Production from East Bay Theatre Co Educational Workshops for East Bay HS Students Outdoor Education Seminar
May	7 Live Music Shows (Rock, Jazz, Bluegrass, Country, R&B, Funk) 1 Live Theatre Production from East Bay Theatre Co 1 Live Theatre Production from Local High School Outdoor Education Seminar Begin Vocational Training Program for Summer 2026
June	7 Live Music Shows (Rock, Jazz, Bluegrass, Blues, R&B, Funk) 1 Live Theatre Production from Touring Theatre Co 1 Live Theatre Production from Local Community Outdoor Education Seminar Continue Vocational Training Program Begin Summer Kids Theatre Education Program
July	8 Live Music Shows (Rock, Jazz, Bluegrass, Blues, R&B, Funk) 1 Live Theatre Production from Touring Theatre Co 1 Live Theatre Production from Local Community Outdoor Education Seminar Continue Vocational Training Program Continue Summer Kids Theatre Education Program 1 two-day Music Festival (Bluegrass, Country)
August	5 Live Music Shows (Rock, Jazz, Bluegrass, Classical, Blues) 2 Live Theatre Productions from Touring Theatre Co's Outdoor Education Seminar Continue Vocational Training Program
September	5 Live Music Shows (Rock, Jazz, Bluegrass, Blues, R&B) 1 Live Theatre Production from Local Community Outdoor Education Seminar Continue Vocational Training Program
October	4 Live Music Shows (Rock, Bluegrass, Rap, R&B) 1 Live Theatre Production from Local School Outdoor Education Seminar Continue Vocational Training Program

Appendix
Leadership Team Resumes
(LinkedIn Profiles)

Tom Romary:

<https://www.linkedin.com/in/tomromary/>

Michael Karp:

<https://www.linkedin.com/in/karp444/>

Clive Worsley:

<https://www.linkedin.com/in/cliveworsley/>

Campbell Foster:

<https://www.linkedin.com/in/campbellfoster/>

Contact

tomromary@gmail.com

www.linkedin.com/in/tomromary
(LinkedIn)

Top Skills

Strategic Partnerships

Start-ups

Product Management

Honors-Awards

Tom Romary, Travel Innovator

Phocuswright Innovation Award
2008 - Finalist

Magellan Award - Travel Weekly
Innovation

Front Page Wall Street Journal -
Personal Journal

Sunday New York Times - Practical
Traveler

Publications

Today's online shopping
environment: from static to dynamic

Patents

Dynamic overlaying of content on
web pages for tracking data (aka
"Little Buddy")

Methods and Systems for Tracking a
Price Change for a Purchase Made
Using a Transaction Card

Tom Romary

Founder & CEO of BizTrip AI; Founder/CEO Yapta (exit: Coupa); CoFounder CoreChain; Founder-WOODS (Program for Teens); VP Marketing Alaska Airlines. 8x Ironman triathlete; 2xBoston Marathon; Songwriter/Musician; Climber.

San Francisco, California, United States

Summary

Entrepreneur: CEO/CoFounder of Yapta, CCO/CoFounder CoreChain, Founder/Principal - Lenticular Growth Partners. Overzealous Mountaineer & Ironman Triathlete.

Results-focused C-level executive leader with an engineering degree and deep experience in building companies and driving growth as CEO/CCO/GM. Strong functional experience in product, marketing, sales, business development, and leading teams in public companies and in VC-backed start-ups. Highly collaborative work style and analytical approach to strategy and execution based on KPIs and metrics. Focused on building teams, product innovation and go-to-market execution. Innovator and patent holder.

- CoreChain, Co-founder & Chief Commercial Officer: building and growing the next generation b2b payments & supply chain finance platform on blockchain rails. Seed funded.

- Yapta, CEO and co-founder: launched and built company into a recognized leader/innovator in travel tech space. Raised over \$13M in venture capital to fuel product innovation and revenue growth, resulting in strategic investment by Concur and eventual exit for 9 figures to Coupa.

- Alaska Airlines, Vice President Marketing: led large operation with \$400M P&L & 2,400 employees, and drove 20%+ annual revenue growth for loyalty program.

- Lending Club, VP Strategic Partnerships: joined pre-IPO (NYSE: LC) and drove high impact partnerships with Alibaba, Google, Sam's Club, United, Fedex, and others to drive new product innovations and 5x revenue growth over a 3 year period.

- Fogdog, Vice President Marketing: drove revenue growth from \$300k to \$28M, which led to a successful IPO and exit (NASDAQ: FOGD, now owned by eBay).

Experience

BizTrip AI (code names: Yacta, Bolinas)

Founder & CEO

August 2024 - Present (10 months)

Emeryville, California, United States

Stealth mode venture backed technology company building cutting edge AI software to streamline business travel.

<https://yacta.ai/>

CoreChain Technologies

5 years 8 months

Co-Founder and BOD Member

September 2024 - Present (9 months)

Co-Founder and Chief Commercial Officer, BOD Member

February 2021 - August 2024 (3 years 7 months)

San Francisco Bay Area

The first enterprise grade payments platform using Blockchain technology to power payments and financing for marketplaces and software platforms on the edges of the \$40T B2B Payments market in North America. Leading all commercial activities, including marketing, sales, BD, and strategic alliances for this venture funded SaaS platform.

Co-Founder & Advisor

October 2019 - January 2021 (1 year 4 months)

San Francisco Bay Area

CoreChain helps businesses to pay other businesses more quickly and efficiently compared to methods like paper checks, while unlocking working capital from unpaid invoices.

Lenticular Growth Partners

Founder / Principal

2016 - February 2021 (5 years)

San Francisco Bay Area

Consulting and Advisory services (focused on growth strategies, capability building, and GTM execution) for private firms, teams/BUs within public entities, and portfolio companies of VC/PE firms.

Executive and advisory roles as Principal at LGP includes:

- 1) Co-Founder & Advisor for CoreChain Technologies (Venture Funded)
- 2) VP Strategy & Product Marketing at TripActions - TMC/Payments FinTech (A16Z portfolio company)
- 3) Advisor and acting SVP at FinTech company (First Round Capital, Foundation Capital, A16Z portfolio company)
- 4) EVP/GM at Infusionsoft - SaaS CRM for SMBs (MDV portfolio company) rket.
- 5) Advisor: Castle Analytics - Cryptocurrency Asset Management Platform
- 6) Advisor: Olset Hotel Recommendation Engine (acquired by Deem)
- 7) Advisor: Wingz Ride Share Marketplace (investment from Expedia)

Yapta

13 years

Founder, BOD, and Advisor
2006 - 2019 (13 years)

Co-founded, launched and built Yapta (Your Amazing Personal Travel Assistant), which provides airfare and hotel rate tracking & analytics. As CEO, build the team and raised over \$13M from angel investors and top tier VCs (First Round Capital, Voyager Capital, Felicis Ventures) to fuel product innovation and revenue growth, leading to strategic investment by Concur and eventual exit to Coupa (COUP).

CEO and Founder
2006 - 2012 (6 years)

Seattle, Washington, United States

Built company into a recognized leader/innovator in travel tech space. Grew user base from zero to over 1 million registered users, and drove rapid revenue growth into multi-millions. Negotiated major partnerships with MasterCard, Orbitz, Kayak, BCD Travel and Carlson Wagonlit. As CEO led product innovation, strategy, marketing, business development, revenue generation, hiring, and fundraising. Recruited a world class BOD from industry leading corporations and top tier investors. Successfully pivoted the company from "consumer" to "corporate travel" solution by launching new products with partners like CWT, BCD, and MasterCard.

LendingClub

Vice President, Strategic Partnerships

February 2014 - August 2016 (2 years 7 months)

San Francisco, CA

Joining one year prior to LC's IPO, I led the strategy and execution of the company's business development and partner marketing programs, boosting revenues through partnerships by 5x over 3 years, and accelerating the company's entrance into new markets (small business financing and auto finance). Launched new purchase finance LOC solution for SMBs with major partners like Alibaba.

Deem, Inc.

Senior Vice President & GM

January 2012 - January 2014 (2 years 1 month)

San Francisco Bay Area

Alaska Airlines, Inc.

Vice President, Marketing

2003 - 2006 (3 years)

Vice President of Marketing for Alaska Airlines (NYSE: ALK), responsible for marketing programs and strategy for the nation's 9th largest airline with \$2.2 billion annual revenue (NYSE: ALK). Led a team of over 2,200 marketing, sales, and customer service professionals with an annual budget of over \$150M and direct revenue responsibility of over \$400M. Leadership and operational responsibilities included: brand strategy, product marketing, loyalty marketing and frequent flier programs, direct marketing and advertising campaign management, and CRM. Also responsible for key operations including AlaskaAir Vacations, inflight services including flight attendant operations and catering operations, and management of four customer call centers.

RealNetworks

Vice President, Product Management and Marketing

2001 - 2003 (2 years)

RealNetworks (NASDAQ: RNWK) is a leading software and consumer media company enabling mass delivery of audio/video programming services. Reporting to the President and COO with a staff of 34 and an annual budget of over \$10M, responsible for global marketing and product management activities for the consumer division. Launched new music and video subscription businesses. Grew annual revenues from \$71M to more than

\$110M in 2002, and run rate of \$140M in 2003. Left to join Alaska Airlines as VP Marketing.

Fogdog Sports

Vice President, Marketing

1998 - 2001 (3 years)

San Francisco Bay Area

Joining at the Series A financing as VP Marketing, renamed "Sportsite" to Fogdog and transitioned company from a website development shop to the largest online sporting goods ecommerce company, leading to an IPO in 1999 (NASDAQ: FOGD) and eventually acquired by eBay. Reporting to the CEO with a team of 15 and an annual budget of over \$24MM, responsible for all marketing activities and for developing strategic partnerships.

Electronic Arts (EA)

2 years

Director Channel Marketing

1996 - 1997 (1 year)

Responsible for developing new channels for distribution and building marketing partnerships for this joint venture of Electronic Arts & Disney. Creative Wonders (formerly EA Kids) was an educational software developer and publisher of well-known kids brands like Sesame Street. The Learning Company acquired it in May 1997. Promoted twice in 2 years.

Group Product Manager

1995 - 1997 (2 years)

San Francisco Bay Area

Managed four product lines and a P&L for this educational software division of EA, focused on early learning, K-6, and middle school educational software titles.

General Mills

Brand Management

1992 - 1995 (3 years)

Greater Minneapolis-St. Paul Area

Managed all marketing programs and the P&L for the \$75M Fruit Roll-Ups brand, and \$23M Fruit Snack brands. Built marketing plans and managed \$18M marketing budget on fruit snacks. Led new product innovations in convenience dinners category.

Education

Harvard Business School

Master of Business Administration - MBA, Marketing and Finance

Duke University Pratt School of Engineering

Bachelor Science Engineering, Engineering

CAMPBELL FOSTER

925.900.9226 • camfoster@gmail.com • [LinkedIn](#)

TOP LINE

A complete, full-stack GTM and operations executive with experience across functional disciplines. Built and led teams, managed through successful exits, and delivered global results. Sleeves have always been rolled up.

ROLES, RESULTS & REVENUE



Co-founder & Chief Commercial Officer

San Francisco, CA, 2022–2024

- Joined Central Control as co-founder to lead sales, marketing and operations functions
- Central Control offers a platform and consulting for measuring advertising incrementality with experiments (randomized controlled trials)
- Raising venture capital funding to accelerate growth and invest in product development and operations



Chief Marketing Officer / Vice President of Marketing (Series A Startup)

San Francisco, CA, 2022–2024

- Recruited by Lead Investor for zero-to-one go-to-market (GTM) growth strategy and execution: Built the sales and marketing engine across demand-gen, PR, digital, product marketing, content, and inside sales (SDRs)
- Led customer and market research to develop brand positioning and messaging for the Ideal Customer Profile (ICP): Computer Vision (CV) Developer, Machine Learning (ML) Engineer, and Product Manager
- Drove business operations for GTM function: Annual planning cycle, budgeting, and KPIs, with quarterly updates delivered to Board of Directors



Senior Director of Marketing, Autodesk Manufacturing & Education

San Francisco, CA, 2019–2022

- Led marketing team comprising 50 employees globally, with functional responsibilities across demand-generation, product marketing, PR/AR, marketing operations, content, social, and campaign strategy
- Partnered with Manufacturing (Fusion 360) marketing team on a program to create a pipeline of Autodesk-certified Machinist, CNC Operator, and MechE candidates for US-based manufacturers, resulting in 18% y-o-y increase in MAU
- Restructured Autodesk Education Experiences (AEX) marketing team in Americas, APAC and EMEA to better align with target customer base, global customer distribution, and go-to-market strategy



Vice President of Marketing, Akamai

San Francisco, CA, 2017–2019

- Owned and executed go-to-market strategy (GTM) for Akamai's media delivery and DNS businesses globally with \$1.2B in top line; Led global team of 60 with a \$34MM variable marketing (programs) budget
- Led product launches, sales enablement, persona development, and messaging and positioning, with focus on Akamai's content delivery and network monitoring technologies
- Spearheaded new sales compensation and training program to enable cross-selling of cybersecurity product portfolio into primary Media and Carrier customer base



Senior Director of Marketing, Adobe Marketing Cloud

San Francisco, CA, 2011–2017

- Promoted to own and execute GTM strategy for Adobe Primetime suite of products and solutions (video)
- Restructured and rebuilt global team with 25 Managers and Individual Contributors

- Spearheaded launch of Adobe's sell-side video advertising technologies: TV Media Management (TVMM), Currency Optimization, and Dynamic Ad Insertion (DAI); Product suite generated \$15MM in Annual Subscription Value (ASV)
- Hired to drive pipeline for new business, Adobe Primetime, with top-line business unit (BU) revenue growth, \$18MM-\$124MM, 2011-2017



Group Marketing Manager, Google Chrome

NYC & Mountain View, 2009–2011

- Developed and executed go-to-market (GTM) and campaign strategy to introduce and drive adoption of Chrome browser and Chromebooks in EDU, GOV, SMB and midmarket accounts
- Quarterbacked global launch of Chromebook website (live in North America, August 2010), increasing quality lead conversions by 85%, decreasing unqualified leads to Inside Sales by 45%
- Launched beta version of Chrome Developer Tools (now DevTools: developer.chrome.com) to support greater adoption of Chrome as default browser for web developers



Director of Marketing, DoubleClick Ad Exchange

NYC, 2006–2011

- Created and executed go-to-market (GTM) strategy for DoubleClick Ad Exchange, an open, transparent online marketplace for buyers and sellers of display advertising



SeamlessWeb

Senior Marketing & Operations Manager

NYC, 2003 – 2006

- Created and built marketing function for fourth fastest-growing company in North America (Inc 500); reported to CEO; hired and managed staff of 11. Mix of B2B and B2C GTM motions.

NONPROFITS & VOLUNTEERING



LOOK TO THE WATER

Look to the Water Foundation
Founder & Executive Director



Billy Cunningham Memorial Foundation (BCMF)
Co-founder & President

EDUCATION



Cornell University
Bachelor of Arts (BA); English



NYU | STERN

NYU Stern School of Business
Master of Business Administration (MBA)

Appendix
Portfolio of Past Projects in Performing Arts:

Reference:

1) Cal Shakes Theatre Schedule 2024, under the Direction of Clive Worsley, Exec Director

Productions:

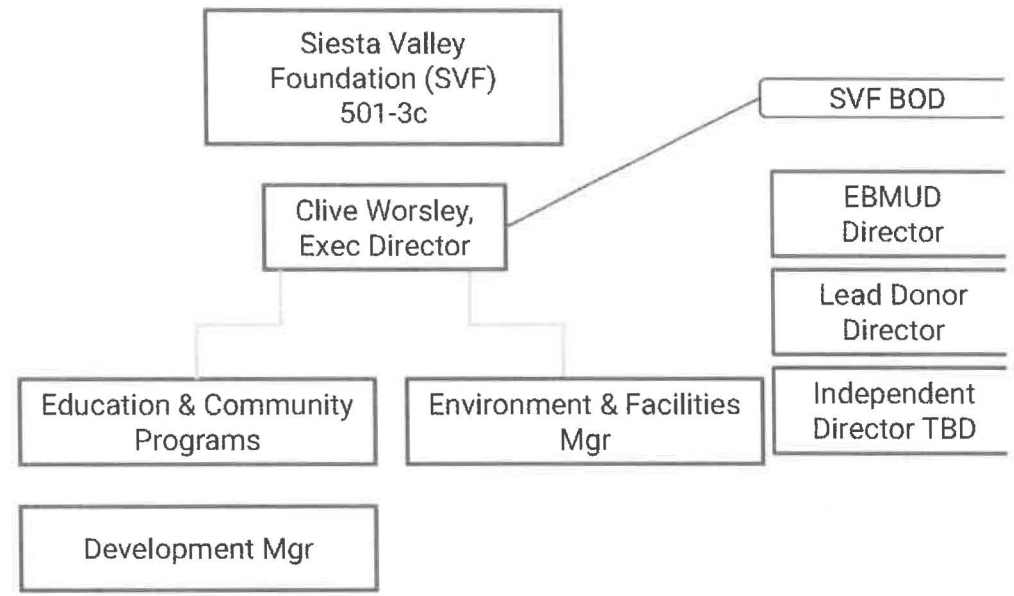
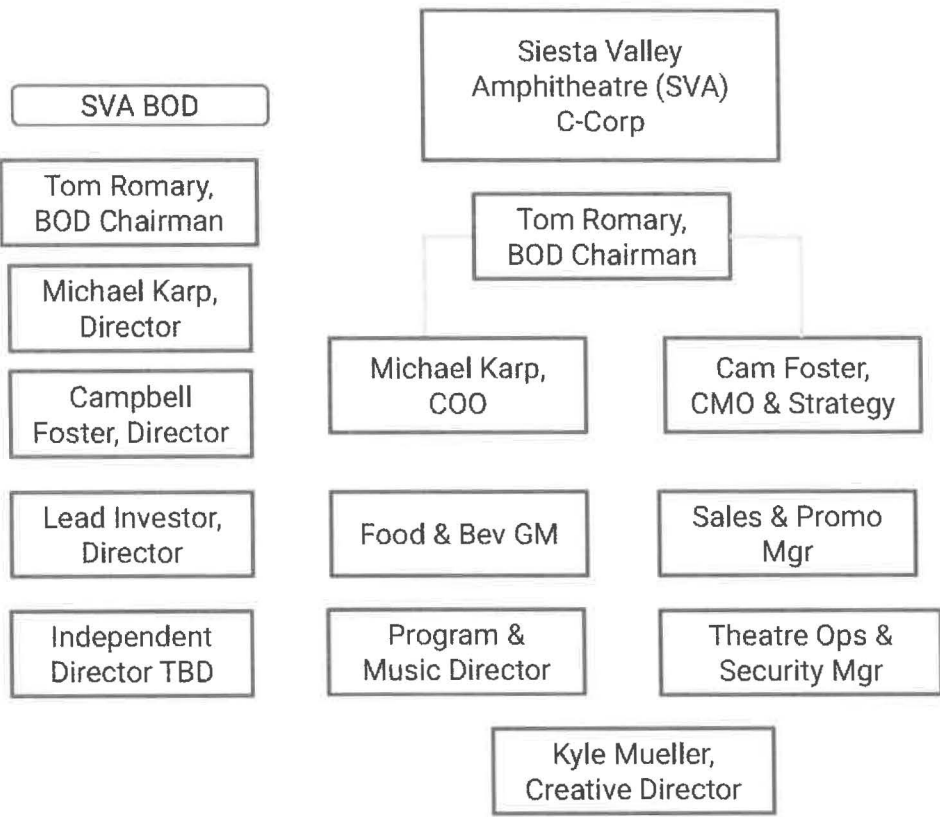
- Our Lady of the Moon
- As You Like It
- 3 week Summer Shakespeare Conservatory

2) Cal Shakes Theatre Schedule 2019 / Clive Worlsey, Director, Artistic Learning

- A Midsummer Night's Dream by William Shakespeare
- The Good Person of Szechwan by Bertolt Brecht
- House of Joy by Madhuri Shekar
- Macbeth by William Shakespeare

3) Bruns Amphitheatre Live Music Schedule from 2023 to 2024, under the Direction of Clive Worsley:

- Michael Franti
- Terrapin Crossroads Roadshow



Capital Improvements and Expansion:

	Capital Estimate:	Timing:
ADA Accessibility	\$125,000	2026
Restroom modernization	\$200,000	2026
Seismic Retrofitting	\$1,000,000	2026
Water System modernization	\$250,000	2026
Backstage facility enhancement	\$250,000	2027
VIP Area development (green room repurpose)	\$90,000	2027
Expanded Kitchen for Food & Bev	\$350,000	2026
Development of Second Performance Stage	\$50,000	2027
Sound System Re-design and Purchase	\$1,000,000	2026
Fire Protection Upgrades	\$150,000	2026
Septic System Upgrade	\$350,000	2027
Sewer System Exploration	\$50,000	2027
Sewer System Integration	\$250,000	2028
City Water Exploration	\$50,000	2027
City Water Integration	\$250,000	2028
Forestry / Land Protection Enhancements	\$125,000	2028
California Native Garden Enhancement	\$90,000	2027
Sculpture / Family Play Upgrades	\$250,000	2028
Seat Expansion 1 (end 2027) to 900	\$80,000	2027
Seat Expansion 2 (end 2030) to 1000	\$150,000	2030
Seat Expansion 3 (end 2034) to 1200	\$200,000	2034
Film Screen Installation	\$150,000	2027
Theatre Infrastructure / Modularity for Change Outs	\$200,000	2027
Private Event Enhancements (Weddings, Parties)	\$100,000	2026
Dining Area enhancements (seated tables, etc)	\$100,000	2026
Refreshment Stand Installation 1	\$80,000	2026
Refreshment Stand Installation 2	\$80,000	2027
VIP Area 2 development	\$75,000	2028
Dance Floor enhancement	\$50,000	2028
Stage Lighting Enhancements	\$100,000	2027
Facility Lighting Enhancements	\$100,000	2027
Solar Array Expansion	\$100,000	2027
Stage Rebuild	\$75,000	2028
Perimeter Security - Sensors/E-Fence/ environmentally sust	\$400,000	2028
	\$6,070,000	

INSURANCE REQUIREMENTS AND COVERAGE: BROKER LETTER & COMMUNICATION

PLAN: buy required coverages from our broker (Steve Callaway, CPA/CPCU) when awarded contract with EBMUD Lease for theatre operations.

COMMUNICATIONS/VERIFICATION/COVERAGES:

From: Steven Callaway <scallaway@acrisure.com>

Subject: RE: FW: EBMUD Insurance Letter

Date: May 19 2025, at 1:11 pm

To: 'Michael Karp' <michael@lbtrestaurants.com>

OK then can you talk to your contact and let them know you will buy the insurance when you are awarded the contract.

Steve Callaway, CPA, CPCU

CA Insurance License: 0609662



CA Insurance License #6009644

1350 Treat Boulevard, 100

Walnut Creek, CA 94597

Phone 925.771.2337

Fax 925.686.6118

Cell 510.821.1380

SCallaway@Acrisure.com

www.acrisure.com

On May 19 2025, at 11:21 am, Steven Callaway <scallaway@acrisure.com> wrote:

Michael,

Can you ask them if you need Exhibit C with the RFP submission? That would mean we need to buy this insurance now—before you even have the job. I don't think you want to do that.

The second part is the liability limit. They are requesting very high liability limits.

Employers Liability (workers' compensation)	\$1,000,000
(standard)	

Commercial General Liability
\$10,000,000

Automobile Liability
\$2,000,000

To meet these limits we would buy \$1MM of CGL and \$1MM of Auto plus \$9MM of Excess Liability. This could get costly with the \$9MM limit. Do you want to see if you get the \$10MM CGL reduced to \$5MM? You would need these limits for any contractors or vendors you hire.

Also, please confirm you are going to sell alcohol. Even if it is only beer and wine. We will need to buy liquor liability if so. The attached doesn't require the insurance but you need it.

Steve

Steve Callaway, CPA, CPCU

CA Insurance License: 0609662

CA Insurance License #6009644

1350 Treat Boulevard, 100

Walnut Creek, CA 94597

Phone 925.771.2337

Fax 925.686.6118

Cell 510.821.1380

SCallaway@Acrisure.com
www.acrisure.com

From: Michael Karp <michael@lbtrestaurants.com>
Sent: Monday, May 19, 2025 10:35 AM
To: Steven Callaway <scallaway@acrisure.com>
Subject: EBMUD Insurance Letter

Hey Steve,

Attached are the insurance requirements as requested in the RFP. Below is the name and address to which the proposal will be sent:

Matt Elawady Manager, Real Estate Division 375 Eleventh Street Oakland, CA 94607 – 4240
Matt.elawady@ebmud.com 510-287-1248

Michael Karp

Owner | Le Bon Temps
Restaurants

213-446-3914

.

michael@lbtrestaurants.co
m