

Amendment to Rental Agreement

This Amendment to Rental Agreement ("**Amendment**") is entered into as of July 14, 2016, by and between Ovations Fanfare, L.P., a Pennsylvania limited partnership ("**Ovations**") and the 32nd District Agricultural Association, a California state institution (the "**District**"). Ovations and District are sometimes referred to in this Amendment as the "Parties".

WHEREAS, District and Tel Phil Enterprises, Inc. ("**Tel Phil**") were parties to that certain Rental Agreement dated August 1, 2014 ("**Agreement**");

WHEREAS, Ovations and Tel Phil were parties to that certain Asset Purchase Agreement dated March 30, 2016, whereby Tel Phil assigned all its rights and obligations under the Agreement to Ovations; and

WHEREAS, the Parties now desire to extend and amend the Agreement as provided for in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.
2. The second sentence of Section F(1) of the Agreement is deleted in its entirety and is hereby replaced with the following:

"Commencing on August 1, 2016, and continuing during the Term of the Agreement, Base Rent shall be made in 12 equal installments payable on the 15th of each month, or if such day is not a Business Day, on the immediately preceding Business Day."
3. All references to the Agreement therein, or in any other document referencing the Agreement, shall be deemed to refer to the Agreement as amended hereby. Except for the modification to Section F(1) set forth above, all provisions of the Agreement shall remain unmodified and in full force and effect.
4. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law.

IN WITNESS WHEREOF, each party hereto has caused this Food and Beverage Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

32ND DISTRICT AGRICULTURAL ASSOCIATION

OVATIONS FANFARE, L.P.

By: 

By: 

Name: KEN KARNs

Name: Philip I. Weinberg

Its: VICE PRESIDENT

Its: President & Secretary

OPERATIONS

Ovations Food Services, Inc., its General Partner

OC-FARM & EVENT CENTER

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