

## EXHIBIT A

### AMENDMENTS TO LEASE AGREEMENT

City staff propose the following amendments to the current lease agreement between the City (Landlord) and PM Meeting Venue, LLC (Tenant) for the Grand Pavilion and Conference Center (Leased Space):

1. Landlord to be granted immediate interim access/use for purposes of (i) planning/designing renovations to Leased Space; and (ii) scheduling, holding events with all operating expenses, revenues, and profits for the account of Landlord.
2. Economic Items:
  - (a) From and after January 1, 2021, all revenues or proceeds generated from the Leased Space are retained by the Landlord, and the Landlord assumes all responsibility for the payments, charges, and expenses required under the Lease.
  - (b) Payment plan for rent from September 1, 2019 through December 31, 2020:
    - (i) July 1, 2021 through December 31, 2021 - \$5,000.00 per month-total for the six month period of \$30,000.00;
    - (ii) January 1, 2022 through June 30, 2022 - \$10,000.00 per month - total for the six month period of \$60,000.00;
    - (iii) July 1, 2022 through December 31, 2022 - \$15,000.00 per month - total for the six month period of \$90,000.00;
    - (iv) January 1, 2023 through June 1, 2023 - \$15,000.00 per month - total for the six month period of \$90,000.00;
    - (v) July 1, 2023 through December 31, 2023 - \$15,000.00 per month - total for the six month period \$90,000.00;
    - (vi) a final payment of \$440,000.00 upon the first to occur of either when the hotel sells or December 31, 2030. Consideration shall be given to credit against the final payment a portion of revenues and rental or service fees realized from events previously booked by PM Meeting Venue, LLC and actually held.
  - (c) The Rent Security Clause in the lease shall continue to remain in place as security for the payments under Item 2(b) above.
3. Tenant to be involved with the design/renovation plans and sign off (Item 1.(i) above) for purposes of confirming (and to the extent not confirmed, then establishing) the use/capacity of the mechanical systems and the building elements such that the hotel space and the conference center-ballroom space can operate as separate entities. For any

elements/systems that are permanently integrated between the various space areas, an appropriate allocation and maintenance program will be developed and implemented.

4. Upon execution of the Lease Amendment, Landlord will be granted access/use to construct the renovations and upgrades to the ballroom and the conference center space.
5. As a component of Item 3 above, Landlord and Tenant will also evaluate and assess (i) any outstanding allocation payments for shared costs associated with "services and personnel" owed, if any, from PM Meeting Venue, LLC to the Benton Convention Center pursuant to any applicable allocation agreements; and (ii) any revision or reallocation to equitably apportion such "services and personnel" costs going forward.
6. Lease to be amended consistent with the above with the other existing provisions in the Lease to remain in effect. In the event that Tenant defaults in its obligations under Item 2(b) above, Landlord will retain all rights and remedies available to Landlord under the Lease including the right to collect all rent that would have been due and payable under Item 2(b).
7. Upon completion of the payments under Item 2(b), the Lease will be terminated.
8. Tenant will surrender the option to purchase the City-owned Grand Pavilion and Conference Center at the end of the lease.