



Oakland-Alameda County  
Coliseum Authority

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**  
**Zoom Meeting**

**NOTICE AND AGENDA**  
**BOARD OF COMMISSIONERS**  
September 16, 2022  
Friday 8:30 a.m.

You are invited to a Zoom webinar.  
When: Sep 16, 2022 08:30 AM Pacific Time (US and Canada)  
Topic: OACCA Board Meeting 9/16/22

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87367197779?pwd=TnBidHRmRWcxeTZlcE9tTURFSjdwdz09>

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US: +1 669 900 6833 or +1 669 444 9171 or +1 346 248 7799 or +1 719 359 4580 or +1 253 215  
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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. ACTION ITEM**

**RESOLUTION ADOPTING FINDINGS REGARDING SOCIAL DISTANCING AND PUBLIC  
HEALTH ARISING FROM THE COVID-19 PANDEMIC WHICH WARRANT THE  
CONTINUATION OF REMOTE (TELECONFERENCED) PUBLIC MEETINGS BY THE  
AUTHORITY UNDER THE BROWN ACT**

**4. OPEN FORUM**

5. APPROVAL OF MINUTES

6. REPORTS

6a. Executive Director Report

1. Oakland Roots and Oakland Soul
2. Arena Naming Rights
3. AEG Agreement Amendment

6b. General Manager Report

7. NEW BUSINESS

**RESOLUTION RATIFYING AND APPROVING CHANGES TO THE SECOND AMENDMENT TO AGREEMENT WITH AEG MANAGEMENT OAKLAND, LLC FOR MANAGEMENT SERVICES FOR THE COLISEUM COMPLEX FOR A SPECIFIED TERM.**

8. ADJOURNMENT

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**

**RESOLUTION NO. 2022-13**

**RESOLUTION ADOPTING FINDINGS REGARDING SOCIAL DISTANCING AND PUBLIC HEALTH ARISING FROM THE COVID-19 PANDEMIC WHICH WARRANT THE CONTINUATION OF REMOTE (TELECONFERENCED) PUBLIC MEETINGS BY THE AUTHORITY UNDER THE BROWN ACT**

**WHEREAS**, the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement") between the City of Oakland ("City") and the County of Alameda ("County") established the Oakland-Alameda County Coliseum Authority ("Authority") whose powers are exercised by a Board of Commissioners ("Board") appointed by the City and the County; and

**WHEREAS**, the Governor declared a state of emergency due to COVID-19 on March 4, 2020, which state of emergency is continuing; and

**WHEREAS**, due to the COVID-19 variants, which have been circulating in Alameda County and nationwide, many pandemic restrictions, including on-going recommendations for social distancing as one method to reduce the risk of COVID-19 transmission, remain in place; and

**WHEREAS**, public meetings involve many people in shared indoor spaces for extended periods of time, where close contact raises the risk of spread of COVID-19, where there is a need to allow those who are immunocompromised or unvaccinated to participate in public meetings safely and fully, and where there remains a challenge of fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings; and

**WHEREAS**, remote or teleconference meetings are consistent with the California Division of Occupational Safety and Health (Cal/OHSA) Emergency Temporary Standards requirement that employers train and instruct employees that the use of social distancing helps combat the spread of COVID-19 (8 Cal. Code Regs. 3205(c)(5)(D));

**WHEREAS**, on September 16, 2021 the Governor signed into law Assembly Bill 361 (AB 361, Chapter 165, Statutes of 2021) which amended the Brown Act to allow for continued use of teleconferenced meetings by Brown Act bodies without providing a physical location for the public through January 31, 2024, under certain conditions; and

**WHEREAS**, the permitting conditions in AB 361 include factors such as a continued declaration of emergency, and findings by the local legislative body every 30 days that meeting in person would present imminent risks to the health or safety of attendees or that state or local officials have imposed or recommended measures to promote social distancing;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners does hereby resolve, declare and determine as follows:

A. That the Authority finds that the public health, safety and welfare support continual social distancing as a result of the transmissibility of the COVID-19 virus, such that in-person meetings create a health risk.

B. That the Authority will continue to meet virtually to allow its members and members of the public to avoid exposure to COVID-19 and maintain social distancing.

C. While meeting virtually the Authority will adhere to the applicable open meeting requirements, including those in AB 361.

**PASSED AND ADOPTED** by the governing board of the Oakland-Alameda County Coliseum Authority, this 16th day of September, 2022, by the following majority vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
NATE MILEY, CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY



Oakland-Alameda County  
Coliseum Authority

Oakland-Alameda County Coliseum Authority

July 15, 2022

Zoom Board Meeting Minutes

**CALL TO ORDER**

Commissioner Haubert called the meeting to order at 8:38 a.m.

**ROLL CALL**

Chair Miley

Commissioner Thompson

Commissioner Baker

Commissioner Vukasin

Commissioner Iglesias

Commissioner Haubert

**ACTION ITEM**

**RESOLUTION ADOPTING FINDINGS REGARDING SOCIAL DISTANCING AND PUBLIC HEALTH ARISING FROM THE COVID-19 PANDEMIC WHICH WARRANT THE CONTINUATION OF REMOTE (TELECONFERENCED) PUBLIC MEETINGS BY THE AUTHORITY UNDER THE BROWN ACT was submitted for approval. Commissioner Thompson moved to accept, and Commissioner Haubert seconded the motion**  
**Roll Call :Commissioner Baker, Iglesias, Haubert, Thompson, Vukasin, and Miley approved.**  
**The motion was approved by 6 aye votes.**

**OPEN FORUM**

**No Speakers**

**APPROVAL OF MINUTES**

**The minutes for June 17, 2022, was submitted for approval. Commissioner Thompson moved to approve, and Commissioner Iglesias seconded the motion. Roll Call: Commissioners: Baker, Iglesias, Haubert, Vukasin, Thompson and Miley approved. The motion was approved by 6 aye votes.**

**Reports**

**6.A**

**Executive Director Henry Gardner updated the board on a 4<sup>th</sup> of July incident that occurred at the Coliseum Stadium during an Oakland A's game . The actual incident happened one mile**

away from stadium. Melissa Wilk reported on a County employee that was injured. Ms. Wilk informed the board 6 people were injured and all are recovering from the accident. ED Gardner advised the board on a potential memorial service for the Hells Angels that may be held at the Coliseum Complex. ED Gardner updated the board on EBMUD sewer line project/repairs on Coliseum Complex premises. ED Gardner informed the OACCA board will be on recess in August. The next scheduled board meeting is September 16, 2022. ED Gardner addressed the renewal of his contract agreement with OACCA.

#### 6.B

General Manager Nicole Strange reported to the board on canceled, postponed and added upcoming events and concerts. Ms. Strange reported on a 1 day July 17, free event for Alameda County residents by appointment only to bring household hazardous and waste materials items for disposal.

#### 7. NEW BUSINESS

7a. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY AND HENRY L. GARDNER, EXTENDING THE TERM FOR UP TO ONE YEAR AND INCREASING THE COMPENSATION BY 4.5% TO \$202,265.00, WITH A \$313.50 MONTHLY AUTOMOBILE ALLOWANCE. was submitted for approval. Commissioner Miley moved to approve, and Commissioner Iglesias seconded the motion. Commissioners: Baker, Haubert, Iglesias, Thompson, Vukasin, and Miley approved. The motion was approved by 6 aye votes.

#### ADJOURNMENT

Meeting adjourned at 9:07 a.m.

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Erin Roseman /Secretary

September 16, 2022

Honorable Chairperson Nate Miley and Commissioners of the Authority

6.a

### **1. Oakland Roots and Oakland Soul**

Oakland Roots and Oakland Soul soccer organization has met with staff to inquire about a possible lease/license for interim use of the Coliseum parking lot or the Malibu lot for men's and women's soccer teams while they search for a permanent site for their games. We have informed them that use of the Coliseum parking lot presents some major logistical issues when we have dual events at the Arena and the Stadium where parking is tightly constrained. Under those circumstances, we need virtually all of the parking spaces at the complex. We believe, however, we can accommodate interim use at the Malibu site without unduly limiting parking availability at the main parking lot. The Malibu site has a number of challenges that will have to be overcome in order to accommodate the Roots' needs.

Oakland Roots and Oakland Soul is seeking an agreement for a term up to ten (10) years. The JPA, through AEG, manages use of the Malibu site and any use that requires a lease or license would require the approval of the City and the County. At the current time, neither the City nor the County has an agreement to dispose its legal interest in the Malibu site. Once the bonds are retired in 2026, the JPA will most likely be dissolved. There are several legal, technical, logistical, environmental, management, and operational issues that will need to be addressed to determine the feasibility of the Malibu lot for soccer use. We support the effort to use the Malibu lot for soccer games and will continue to work with Roots to address the issues outlined above.

### **2. Arena Naming Rights**

We are working with AEG to focus our attention on securing naming rights for the Arena. It took months to renegotiate the naming rights for the Stadium with RingCentral and once we concluded those negotiations we had to shut down all activities at the Coliseum because of the coronavirus pandemic. That led to having modify the payment structure with RingCentral, which required a new round of negotiations. Those are now all concluded, we are back operating with robust events at the Arena, and the time is opportune to actively seek sponsors for naming rights for the Arena.

We plan to start the process of actively soliciting interest in the naming rights for the Arena by using AEG to prepare a solicitation package, including its outreach strategy, to attract the

broadest interest. We believe the market is right to pursue naming rights. No approval of the Board is required at this point. We will ask AEG to bring at least two competitive proposals for any consideration.

### **3. AEG Agreement Amendment**

A resolution has been prepared for your approval ratifying certain changes to the AEG Second Amendment presented to the Board at the June meeting. The changes include minor edits and modifications regarding definitions, removing reference to Arena Naming Rights, correcting ownership regarding Outfront Media, and removing reference to Levy Premium Foodservice for Arena concessions. The Arena concessions issue is covered in the separate Agreement with Levy. Staff recommends approval of the resolution.

Respectfully submitted,

Henry L. Gardner



ASM Global Oakland  
General Manager's Board Report  
September 16, 2022

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Event Activity

Added Events:

- Bad Bunny – (September 14, 2022) (RingCentral Coliseum)
- WWE – (September 18, 2022)
- Kehlani – (September 30, 2022)
- Wu-Tang Clan & Nas – (October 1, 2022)
- Mary J Blige – (October 6, 2022)
- Jubin Nautiyal Live – (October 8, 2022)
- Disney on Ice – (October 13-16, 2022)
- Breakaway Festival – (October 14-15, 2022) (parking lot)
- Scorpions – (October 18, 2022)
- Luis Conriquez – (October 22, 2022)
- Porter Robinson's Second Sky Festival – (October 29, 2022) (parking lot)
- Elevation Worship – (November 1, 2022)
- Banda MS – (November 4, 2022)
- Zac Brown Band – (November 6, 2022)
- Royal Comedy Tour – (November 11, 2022)
- Shreya Ghoshal – (November 12, 2022)
- Wisin Y Yandel – (November 20, 2022)
- The Millennium Tour – (November 27, 2022)
- Jo Koy – (December 2, 2022)

Postponed Events (new date):

- Kapil Sharma – (TBD)
- My Chemical Romance – (October 5, 2022)
- Rage Against the Machine – (March 3 & 5, 2023)

Cancelled Events:

- Anuel AA – (September 10, 2022)
- Shawn Mendes – (September 17, 2022)

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**

**RESOLUTION NO. 2022 -14**

**RESOLUTION RATIFYING AND APPROVING CHANGES TO THE SECOND AMENDMENT TO AGREEMENT WITH AEG MANAGEMENT OAKLAND, LLC FOR MANAGEMENT SERVICES FOR THE COLISEUM COMPLEX FOR A SPECIFIED TERM.**

**WHEREAS**, the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement") between the City of Oakland ("City") and the County of Alameda ("County") established the Oakland-Alameda County Coliseum Authority ("Authority") whose powers are exercised by a Board of Commissioners ("Board") appointed by the City and the County; and

**WHEREAS**, the Authority and AEG Management Oakland, LLC, a Delaware limited liability company ("AEG") entered into the Coliseum Complex Management Agreement, dated June 25, 2012, as amended by the Amendment to Coliseum Complex Management Agreement, dated April 15, 2016 (the "Amendment") (collectively, the "Agreement"), whereby AEG agreed to provide certain management services for the Complex in accordance with the Agreement; and

**WHEREAS**, the Agreement was scheduled to expire on June 30, 2022 and the Authority and AEG desired to amend certain sections of the Agreement and extend the term of the Agreement for an additional period of four (4) years, commencing on July 1, 2022 and terminating at midnight on June 30, 2026, unless sooner terminated pursuant to the terms of the Agreement; and

**WHEREAS**, the Authority Board approved the Second Amendment to the Agreement with AEG Management Oakland, LLC, on June 17, 2022, amending certain sections of the Agreement and extending the term of the Agreement for four (4) years to and including June 30, 2026, unless sooner terminated pursuant to the terms of the Agreement; and

**WHEREAS**, during the Authority Board meeting on June 17, 2022, the Authority Board expressed an intent to authorize the Executive Director to make additional minor changes to the Second Amendment, which changes the Authority Board now desires to ratify and approve; and

**WHEREAS**, those certain changes made after June 17, 2022 include minor typographical edits and modifications to the definition of "AEG Generated Revenues" contained in Section 1 of the Agreement that (1) removes the inclusion of an "existing or future naming rights agreement for the Arena" as such agreement has yet to be determined, (2) changes the name of "Foster Interstate" to reflect its current ownership through "Outfront Media," and (3) removes the "Arena Concessions License Agreement with Levy Premium Foodservice Limited Partnership" in the previously approved Second Amendment to the Agreement with AEG Management Oakland, LLC;

**NOW, THEREFORE, BE IT RESOLVED** that the Authority Board does hereby ratify and approve the Second Amendment to the Agreement with AEG Management Oakland, LLC, modified as described in this resolution and as shown in Exhibit A, amending certain sections of the Agreement and extending the term of the Agreement for four (4) years to and including June 30, 2026, unless sooner terminated pursuant to the terms of the Agreement

**PASSED AND ADOPTED** by the governing board of the Oakland-Alameda County Coliseum Authority, this 16th day of September 2022, by the following vote:

Ayes:  
Noes:  
Absent:

\_\_\_\_\_  
NATE MILEY, CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY

**SECOND AMENDMENT TO COLISEUM COMPLEX MANAGEMENT AGREEMENT**

THIS SECOND AMENDMENT to the Coliseum Complex Management Agreement ("Second Amendment") is entered into as of the 17<sup>th</sup> day of June, 2022 (the "Second Amendment Date"), by and between the OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY, a joint exercise of powers entity (the "Authority") and AEG MANAGEMENT OAKLAND, LLC, a Delaware limited liability company, A Division of ASM Global ("AEG")

**RECITALS:**

A. WHEREAS, Authority and AEG entered into that certain Coliseum Complex Management Agreement, dated June 25, 2012, as amended by that Amendment to Coliseum Complex Management Agreement, dated April 15, 2016 (the "Amendment") (collectively, the "Agreement"), whereby AEG provides certain management services for the Complex in accordance with the Agreement; and

B. WHEREAS, the Management Term was scheduled to expire on June 30, 2022; and

C. WHEREAS, the Authority and AEG desire to extend the Management Term and to amend other terms of the Agreement, all subject and pursuant to the terms and conditions set forth in this Second Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Authority and AEG agree as follows:

**AGREEMENT:**

1. **Amended Definitions.** The following definitions contained in Section 1 of the Agreement are amended to read as follows:

"AEG Generated Revenues" shall mean the total of all revenues generated directly or indirectly from the operation of the Complex in a Fiscal Year, net of expenses attributable to such revenue, less all revenues AEG or the Authority receives and/or uses for operations that are received pursuant to (i) the Arbitration Award against the Golden State Warriors, the Oakland Athletics Amended and Restated License Agreement, the RingCentral Naming Rights Agreement, any license agreement with or for a Women's National Basketball Association (WNBA) franchisee, and the Outfront Media (formerly Foster Interstate) Project Agreement, (ii) any concession agreement entered into for food and beverage concessions at the Stadium for Oakland Athletics games, other events scheduled under the terms of the Oakland Athletics Amended and Restated License Agreement or events scheduled directly under any agreement to which the Authority is a party, or any successor agreement, (iii) any funds paid to AEG directly from funds of the Authority unless otherwise specifically agreed to in writing of all parties to the Agreement.

**"Operating Expenses"** shall mean any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly (excluding all payments of any nature which the Authority, the City or the County is obligated to pay to the Oakland Athletics or any WNBA franchisee or to which the Oakland Athletics or any WNBA franchisee have rights) by or on the behalf of AEG in promoting, operating, maintaining and managing the Complex, including, but not limited to: employee compensation and related expenses (e.g., base salaries, bonuses, severance and car allowances), employee benefits and related costs (e.g., relocation and other related expenses pursuant to AEG's personnel policy manual (provided that a copy of such policy manual has been provided to the Coliseum Manager)), parking and other fringe benefits, supplies, material and parts costs, costs of any interns and independent contractors, advertising, marketing and public relations costs and commissions, janitorial and cleaning expenses, data processing costs, dues, subscriptions and membership costs, the costs of procuring and maintaining the insurance referred to in Section 8 of the Agreement, amounts expended to procure and maintain permits and licenses, charges, taxes (not including any taxes imposed on AEG relating to Incentive Fees solely by reason of its doing business within the City and the County), excises and fees, professional fees, printing and stationery costs, all event-related expenses (e.g., fees payable to promoters and performers, costs for event staffing and costs relating to set-up and clean-up), postage and freight costs, equipment rental costs, computer equipment leases and line charges, repairs and maintenance costs (e.g., elevators and HVAC), security expenses, utility and telephone charges, travel and entertainment expenses (but only if such travel and entertainment expenses have been approved in writing in advance by the Coliseum Manager, after a written request shall have been provided to the Coliseum Manager) in accordance with AEG's policies (provided that a copy of such policies have been provided to the Coliseum Manager), the cost of employee uniforms, safety expenses, exterminator and waste disposal costs, costs relating to the maintenance of signage inventory and systems, the cost of annual independent audits of the Complex, the cost of compliance with laws and regulations, costs incurred under agreements, commitments, licenses and contracts executed in AEG's name as agent of the Authority as provided in Section 2.3 (c) of the Agreement all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis; provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Improvements and Capital Equipment purchases, the fees payable pursuant to Section 4.1 of the Agreement and any expenses (1) incurred by AEG personnel related to AEG's corporate business or the businesses of any other facility managed by AEG or its AEG Affiliates or (2) relating to AEG personnel based in AEG's corporate headquarters (other than the reasonable costs of travel by such corporate or regional personnel in connection with AEG's management of the Complex, which costs shall be Operating Expenses).

**"Operating Revenues"** shall mean any and all revenues of every kind or nature derived from owning, operating, managing or promoting the Complex (excluding all revenues of any nature which the Authority, the City or the County are obligated to collect or are collected on behalf of the Oakland Athletics or any WNBA

franchisees or to which the Oakland Athletics or any WNBA franchisee have rights), including, but not limited to: Complex's share of license, lease and concession fees and rentals, revenues from merchandise sales, advertising sales, equipment rentals, utility revenues, box office revenues, parking revenues, food service and concession revenues (however, if such revenues are collected in the first instance by and retained by the concessionaire, the amount of such revenues paid by the concessionaire to the Complex shall be included as Operating Revenues), convenience fees, handling fees, ticketing rebates, event hospitality package revenues, event premium seating revenues, event sponsorship/advertising/promotional revenues, event sponsorship group sales/commissions, commissions or other revenues from decoration and set-up, security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, the amount of such revenues paid by such contractors to the Complex shall be included as Operating Revenues), miscellaneous operating revenues, revenues generated from separate agreements with AEG Affiliates pertaining to the Complex, and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis.

"Team Events" means: (i) all preseason, regular season and playoff games of MLB's Oakland Athletics professional baseball team and any other events permitted under the Oakland Athletics License Agreement, or any successor and assign thereof; and (ii) all preseason, regular season and playoff games of a WNBA professional basketball team and any other events permitted under a license agreement with the WNBA franchise and the Authority, or any successor and assigns thereof.

2. Management Term. By the Amendment to the Coliseum Complex Management Agreement, the parties exercised the option to mutually extend the Initial Management Term to June 30, 2022. The Management Term set forth in Section 3.1 of the Agreement is hereby further amended to extend the Management Term as follows:

2.2 Second Extended Management Term.

The Authority and AEG hereby agree that the Management Term of this Agreement is hereby extended for an additional term of four (4) years, commencing on July 1, 2022 and terminating at midnight on June 30, 2026, unless sooner terminated pursuant to the terms of the Agreement (the "Second Extended Management Term").

3. Capital Improvements; Capital Equipment. The dollar value that triggers AEG's obligation to obtain bids or estimates for the construction, installation or purchase of Capital Improvements and Capital Equipment in Section 5.3(a) is increased as follows:

(a) AEG shall pay for, from moneys provided by the Authority, and construct, install or purchase Capital Improvements and Capital Equipment pursuant to the Capital Improvements and Capital Equipment plan described in Section 5.3(c). AEG shall obtain (i) at least three bids with respect to the

construction, installation or purchase of Capital Improvements and Capital Equipment the cost of which exceeds \$50,000 and (ii) three estimates with respect to the construction, installation or purchase of Capital Improvements and Capital Equipment the cost of which is more than \$15,000 but less than \$50,000

All other provisions of Section 5.0(a) shall remain in full force and effect.

4. Indemnification and Insurance.

4.1. Indemnification. AEG's obligation to indemnify, defend and hold harmless the Authority, City and County in Section 5.1(a) of the Agreement is hereby amended to add and extend to Coliseum Way Partners, LLC, and its governing members, officers, agents and employees all as provided in the Agreement.

5. General Provisions.

5.1. Full Force and Effect/Conflict. Except as amended by this Second Amendment, the Agreement, as modified herein, remains in full force and effect and is hereby ratified by the Authority and AEG. In the event of any conflict between the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control.

5.2. Capitalized Terms. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

5.3. Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

5.4. Entire Agreement. This Agreement, as amended by the Amendment and this Second Amendment

5.5. Power and Authority. AEG has not assigned or transferred any interest in the Agreement and has full power and authority to execute this Second Amendment.

5.6. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.7. Electronic or Digital Signatures. This Second Amendment may be executed by electronic or digital signatures which shall be binding as originals.

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IN WITNESS WHEREOF, the Authority and AEG have caused this Second Amendment to be executed as of the Second Amendment Date.

AUTHORITY:

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY,  
a joint exercise of powers authority

By: Nate Miley  
Nate Miley, Chair

AEG:

AEG MANAGEMENT OAKLAND, LLC  
a Delaware limited liability company

By: Mark D. Rozells  
Name: Mark D. Rozells  
Title: CFO

**ACKNOWLEDGMENT AND AGREEMENT OF GUARANTOR**

In order to induce Landlord to enter into this Second Amendment, and without limiting the generality of any provision of ~~Section 13.15~~ of the Agreement (the "Guaranty"), AEG FACILITIES, LLC, a Delaware limited liability company, hereby confirms and agrees that the Guaranty extends to and includes the guaranty, unconditionally and without limitation, of the performance of AEG of its obligations under the Agreement, as amended by the Amendment and this Second Amendment, with the same force and effect as if the amended obligations had been set forth originally in the Agreement.

AEG FACILITIES, LLC  
a Delaware limited liability company

By: Mark D. Rozells  
Name: Mark D. Rozells  
Title: CFO



APPROVED AS TO FORM AND LEGALITY:

BARBARA J. PARKER, CITY ATTORNEY

By: 

Barbara J. Parker, City Attorney

APPROVED AS TO FORM:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: 

Andrea L. Weddle, Chief Assistant