

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

RESOLUTION NO. 2025 - ____

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE OAKLAND-ALAMEDA COUNTY JOINT POWERS AUTHORITY TO ENTER INTO A LICENSE AGREEMENT WITH OAKLAND PRO SOCCER LLC, SUBJECT TO APPROVAL BY THE CITY OF OAKLAND AND THE COUNTY OF ALAMEDA, AND CERTAIN OTHER CONTINGENCIES, FOR A TERM ENDING THE EARLIER OF DECEMBER 21, 2026 OR THE DATE WHEN EITHER THE CITY OR COUNTY CONVEY ITS OWNERSHIP INTEREST IN THE COLISEUM COMPLEX, AND FOR FLAT EVENT EXPENSE FEES BETWEEN \$135,000 TO \$297,000 PER GAME DAY EVENT AND A BASE LICENSE FEE OF \$1,500 PER MONTH FOR A STORAGE AREA

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”) whose members are appointed by the City and the County; and

WHEREAS, the Authority manages the Oakland-Alameda Coliseum Complex (the “Coliseum Complex”), which includes a Stadium and an Arena, pursuant to that certain Amended and Restated Management Agreement dated as of May 1, 2000 among the City, County and Authority (“JPA Management Agreement”) that expires on the last day of the term of the Warrior Bonds (as defined therein) in February 2026, subject to earlier termination as provided therein; and

WHEREAS, the JPA Management Agreement authorizes the Authority to negotiate license agreements for the use of the Coliseum Complex provided that the Authority notifies the City and County of their right to participate in such negotiations and any resulting license agreement must be publicly approved by the City and County; and

WHEREAS, a “Special Event” that does not require City and County approval is defined in the JPA Management Agreement as an agreement for the use of the Coliseum Complex, at either the Arena or the Stadium, that does not exceed a twelve-month term and that does not continue for more than fifteen (15) consecutive days or more than a total of sixty days (60) in a twelve (12) month period; and

WHEREAS, the Authority has hired a property manager, AEG Management Oakland, LLC (“AEG”) to promote, operate, and manage events and operations of the Coliseum Complex pursuant to the Coliseum Complex Management Agreement that expires June 30, 2026 (“AEG Management Agreement”); and

WHEREAS, the Authority has licensed a food and beverage concession to SMG Food and Beverage, LLC dba Savor (“Savor”) pursuant to a Stadium Concession License Agreement dated March 14, 2025 (“Savor Agreement”) that expires on February 28, 2026; and

WHEREAS, AEG and Oakland Pro Soccer, LLC (“OPS”) entered into a Special Event License Agreement dated as of August 8, 2024, for a series of events at the Stadium at the

Coliseum Complex between March 1, 2025, and February 27, 2026 (“Special Event License”); and

WHEREAS, OPS desires to conduct additional events at the Stadium at the Coliseum Complex pursuant to a license agreement subsequent to the term of the Special Event License for its 2026 season (between March 1, 2026 and December 21, 2026), necessitating approval of the City and County; and

WHEREAS, the JPA Management Agreement must be amended to extend its term beyond February 2026 until either the City or the County are no longer owners of the Coliseum Complex; and

WHEREAS, AEG’s property management services are necessary for OPS to conduct events at the Stadium at the Coliseum Complex for which the AEG Management Agreement must be amended to extend its term to coincide at minimum with the proposed term of OPS’s additional events; and

WHEREAS, Savor’s food and beverage concession is necessary for OPS to conduct events at the Stadium at the Coliseum Complex for which the Savor Agreement must be amended to extend its term to coincide at minimum with the proposed term of OPS’s additional events; and

WHEREAS, the Authority is agreeable to OPS conducting additional events at the Stadium at the Coliseum Complex contingent upon the amendment of the JPA Management Agreement, AEG Management Agreement, and Savor Agreement to extend their respective terms to coincide at minimum with the proposed term of OPS’s additional events (“License Contingencies”); and

WHEREAS, the Executive Director has come to material terms for a License Agreement with OPS (“OPS License Agreement”), subject to satisfaction of the License Contingencies and Board, City and County approval; and

WHEREAS, the OPS License Agreement has been substantially negotiated in the form attached hereto as Exhibit A; and

WHEREAS, the OPS License Agreement would be for a term between March 1, 2026 and the earlier of December 21, 2026 or the date on which either the City or the County conveys its interest in the Coliseum Complex; and

WHEREAS, the OPS License Agreement would require OPS to pay a flat event expense fees between \$135,000 to \$297,000 per game day event and base license fee of \$1,500 per month for a storage area;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Authority’s Executive Director to negotiate a OPS License Agreement, in substantially the same form as attached as Exhibit A, and to execute such OPS License Agreement upon (1) proof of satisfaction of the Licensee Contingencies, and (2) the written consent of the County and the City; and be it

FURTHER RESOLVED that the Executive Director is authorized to take all necessary actions to effectuate the purposes of this Resolution and execute all necessary contracts on behalf of the Authority without further action by the Authority.

PASSED AND ADOPTED by the governing board of the Oakland-Alameda County Coliseum Authority, this 3rd day of October 2025, by the following vote:

Ayes:

Noes:

Absent:

NATE MILEY, CHAIR

ATTEST:

SECRETARY

Exhibit A

LICENSE AGREEMENT
(Oakland Pro Soccer LLC)

THIS **LICENSE AGREEMENT** (Oakland Pro Soccer LLC) (this "**License Agreement**") is entered into as of _____, 2025 ("**Effective Date**") by and between **Oakland-Alameda County Coliseum Authority**, a joint powers authority ("**Licensor**") and **Oakland Pro Soccer LLC**, a California limited liability company ("**Licensee**"), each a "**Party**" and collectively "**Parties**".

DATA SHEET

Data Sheet Item	Agreement Section
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1.	A.	The Production:	A series of regular season and post-season soccer matches (collectively " Game Day Events ," and individually a " Game Day Event ") hosted by the Oakland Roots or Oakland Soul and involving a match between the Oakland Roots or Oakland Soul and another comparable soccer team from its league
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2.	1	The Event:	Game Day Events shall be scheduled within the following parameters:
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a. There shall be no more than thirty (30) Game Day Events total during the Term of the License Agreement

b. Events will occur only between March 1, 2026 and December 21, 2026

c. There shall be no more than six (6) events held on successive calendar days

In addition, scheduling shall be carried out in accordance with the following:

- Regular Season: Parties will collaborate to mutually agree upon the regular season schedule for each of the Oakland Roots home games ("**Agreed Schedule**"). Coordination of the Agreed Schedule will begin approximately six (6) months ahead of opening day, and the final schedule set approximately three (3) months ahead of opening day for Oakland Roots' regular season.

Post-Season: For post-season games, Parties acknowledge advance notice may be very short and will work cooperatively to identify mutually acceptable dates, which shall not interfere with other Licensor events held

at the Venue.

- “Friendlies”: Non-league exhibition games involving the Oakland Roots will be scheduled no later than sixty (60) days prior to the proposed date of the Game Day Event.
- Licensor has full and final discretion on all Game Day Event dates, until such time as the Agreed Schedule is finalized and submitted to United Soccer League (“USL”). After submittal, the Parties will make best efforts to accommodate reasonably requested changes to the submitted schedule.

3. 2(c) **Base License Fee:** For the Storage Site (as defined in Section 2(a) of the License Agreement), shall be One Thousand Five Hundred Dollars (\$1,500) per month (the “**Base License Fee**”); plus any Licensor’s or AEG’s (as defined below) direct costs, if applicable.

4. 4 **Event Expenses:** No later than three (3) business days after each Game Day Event, Licensee will pay a flat event expense fee (the “**Flat Event Expense Fee**”) to Licensor. The Flat Event Expense Fee shall be calculated as follows:

Capacity (Maximum)	Gate time (60 Minutes prior start of Game Day Event):	Gate time (90 minutes prior to start of Game Day Event):
0 - 6,999	\$138,000	\$151,500
7,000 - 14,999	\$205,000	\$225,200
15,000 – 22,999	\$273,000	\$300,000

Deposit: Licensee will provide a refundable deposit to Licensor in an amount of Two Hundred Seventy-Six Thousand Dollars (\$276,000) as described in Section 4 of the License Agreement.

See Section 4 regarding event expenses, cost sharing, and the deposits.

5. 11 **Move-in Time:** To be mutually agreed by Parties, with reference to each Game Day Event, and included on the Agreed Schedule, but generally to commence no sooner than eleven (11) hours prior to the start of a Game Day Event.

6. 12(a) **Move-out Time:** To be mutually agreed by Parties, with reference to each Game Day Event, and included on the Agreed Schedule but

generally to conclude no later than five (5) hours after the start of a Game Day Event.

7. **12(b) Allocated Time For Each Game:** Maximum of three (3) hours from the end of Move-in time for regular season games, and four (4) hours from the end of Move-in time for post-season games

8. **21(b) Complimentary Tickets:**

Licensors: 50

Licensee: N/A

9. **5(b), 21(c) Complimentary Parking; Passes for Licensee:** Up to 150 per Game Day Event

END OF DATA SHEET

LICENSE AGREEMENT
(Oakland Pro Soccer LLC)

RECITALS

A. Licensee is the owner and operator of the production described in Item 1 of the Data Sheet (the “**Production**”).

B. Licensor is the manager of the stadium facility (“**Stadium**” or “**Coliseum**”) at the Oakland-Alameda County Coliseum located at 7000 Coliseum Way, Oakland, California (“**Venue**” or “**Venue Facilities**”), which is operated through its property manager, AEG Management Oakland, LLC, a Delaware limited liability company (“**AEG**”), pursuant to that certain Oakland-Alameda County Coliseum Complex Management Agreement dated as of June 25, 2012, between Licensor and AEG (as amended, the “**AEG Management Agreement**”).

C. Licensee has determined that Venue is suitable for presentation of the Production, and Licensee desires to present the Production in Venue.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

1. LICENSE OF FACILITIES; TEMPORARY STORAGE

(a) Licensee shall have a license to use the Venue for the Production, on the terms and conditions set forth in this License Agreement, including the terms set forth in the Data Sheet, which are incorporated herein by this reference. In the event of a conflict between the Data Sheet and this License Agreement to which the Data Sheet is appended, the terms of the License Agreement shall control.

(b) During the Term (as defined in Section 43 below), this License Agreement also includes Licensee’s access to the site described on Exhibit “A-1” attached hereto and incorporated herein by this reference (the “**Storage Site**”) to store only items related to the conduct of Game Day Events which contents are listed on Exhibit “A-2” attached hereto and incorporated herein by this reference (together with any other property stored by Licensee in the Storage Site, the “**Stored Property**”), owned or leased by Licensee, and/or Licensee’s agents, vendors, customers and contractors, at Licensee’s sole expense and sole risk. All such Stored Property, whether or not it is on the list attached hereto as Exhibit “A-2”, shall be solely related to Game Day Events and shall be stored in accordance with all Laws (as defined below). No flammable, dangerous or explosive materials may be stored in the Storage Site.

(i) Licensee may enter and leave the Stadium and the Storage Site with full and complete access to the Stored Property only with the prior permission of Licensor, through AEG, which permission shall not be unreasonably withheld, delayed, or conditioned.

(ii) Licensee shall conduct its activities on the Storage Site with the goal to minimize the necessity of entering or leaving the Venue during other events at the Stadium and the adjacent arena, except in cases of emergency or interference.

(iii) Licensee agrees to take at its own expense all commercially reasonable measures and precautions necessary to render the Stored Property inaccessible to

unauthorized persons and agrees that all Stored Property brought into the Stadium and stored at the Storage Site shall be secured from access by any unauthorized person. Licensor agrees that it shall not give unauthorized persons permission to access the Storage Site.

(iv) To access the Storage Site, Licensee's authorized employees shall access the Venue through the main entrance to Venue on 66th Avenue. At the gate, Licensee's drivers and other authorized employee(s), including Licensee's agents, vendors, and contractors, must show the security personnel at the gate a valid form of identification of employment by Licensee. Such access does not include any areas open to the general public nor any part of the Venue not on the described route to the Storage Site.

(v) Licensee takes the Storage Site and surrounding parts of the Venue as it finds them, and Licensor and AEG shall have no responsibility for their condition, or for any damage suffered by Licensee or any other person due to such condition except to the extent damages are caused by the negligence or intentional misconduct of Licensor, AEG, or their agents, employees or contractors. Licensee shall remove all Stored Property on or before the expiration of the Term, and AEG agrees to cooperate with Licensee's efforts to comply. Licensee shall leave the Storage Site in substantially the same condition that existed as of the Effective Date, ordinary wear and tear, damage by casualty, and occurrences for which Licensee is not responsible excepted; provided that Licensee agrees to be responsible for all reasonable costs of restoration of the Storage Site for any damage caused by Licensee, or its agents, employees, or contractors.

(c) Licensee shall pay the monthly Base License Fee (as defined in Item 3 of the Data Sheet). The first payment shall be due on or before the Effective Date and shall be paid prior to moving any property into the Storage Site. The subsequent payments shall be due on or before the seventh (7th) day of the month, until the expiration or termination of the Term. Failure to make any payment of the Base License Fee within fifty (15) days after Licensee's receipt of notice that such sum is overdue shall be a breach of this License Agreement and entitle Licensor to terminate immediately the license for the Storage Site for cause at its sole option. At Licensee's election, Licensee may make the payments hereunder via ACH transfer, in which case, Licensor shall cooperate in arranging such payments.

2. TICKET PRICES

Ticket prices for each Game Day Event (as defined Item 1 of the Data Sheet) for Licensee Suites (as defined in Section 7 below) shall be established by Licensee. Ticket prices for Suite Seats retained by Licensor shall be established by Licensor in its sole discretion.

3. LICENSE FEES

(a) Licensee shall pay to Licensor for this License Agreement (excluding the Storage Site) a Flat Event Expense Fee attributed to each Game Day Event, as set forth in Item 4 of the Data Sheet and in Section 4 of this License Agreement. The Base License Fee for the license for the Storage Site is set forth in Section 2(d) above.

(b) In the event that Licensee fails to pay the Flat Event Expense Fee for a Game Day Event, in the amount and manner provided herein, then Licensor may, in its sole discretion, terminate this License Agreement pursuant to the provisions of Section 34(a) below, in which case the license for the Storage Site would also terminate.

4. EVENT EXPENSES; DEPOSITS

(a) Flat Event Expense Fee. Licensee shall pay for, or reimburse Licensor for, the Flat Event Expense Fee (as defined in Item 4 of the Data Sheet) no later than three (3) business days after each Game Day Event. The Flat Event Expense Fee per performance shall be equal to:

Capacity (Maximum)	Gate time (60 Minutes prior start of Game Day Event):	Gate time (90 minutes prior to start of Game Day Event):
0 – 6,999	\$138,000	\$151,500
7,000 – 14,999	\$205,000	\$225,200
15,000 – 22,999	\$273,000	\$300,000

The Flat Event Fee Expense includes Three Thousand Dollars per tier for the use of the Treehouse during each Game Day Event. If there are two (2) Game Day Events substantially back-to-back on the same day (a “**Double Header**”), the Flat Event Expense Fee shall be one hundred fifty percent (150%) of the highest attendance tier for that day. For example, if the attendance for the first game of the Double Header was 10,000 (\$205,000) and the attendance for the second game of the Double Header was 2,000 (\$138,000), the Flat Event Expense Fee for the Double Header day would be \$307,500. The phrase “substantially back-to-back” means the second Game Day Event begins within one hour of the end of the maximum allocated time for the first Game Day Event on the same day, as provided in Section 12(b). Notwithstanding anything to the contrary herein, the Flat Event Expenses shall not include (i) staffing costs associated with the sale of food and beverage concessions, parking or merchandise (which staffing costs shall be the responsibility of Licensor or its designated concessionaires or subcontractors), or (ii) any other costs which are the responsibility of Licensor as explicitly set forth elsewhere in this Section 4.

(b) Event Expenses. The Flat Event Expense Fee shall include the cost of providing the following for each Game Day Event: ushers; ticket takers; operations staffing; house crowd management staff; technical operation of video/scoreboard and LED screens; medical, security and police personnel; janitors/matrons, suite concierge staff; power, water and other utilities; and miscellaneous expenses such as available house staging, risers, barricades, spotlights, forklifts, chairs, port-a-potties, light towers, insurance, trash, required permits and grounds crew. The Flat Event Expense Fee shall exclude additional event fees, i.e., costs associated with extra activations or a special function that is beyond the standard run of show associated with a typical soccer match conducted as a Game Day Event (“**Additional Service**”).

(c) Additional Event Expenses. Additional event expenses (“**Additional Event Expenses**”) shall be paid by Licensee to Licensor no later than thirty (30) days after the end of the calendar month within which they are incurred. Licensor will provide Licensee an accounting of the Additional Event Expenses within ten (10) days of the end of each calendar month.

(i) Additional Event Expenses include, for example, including additional rehearsal expenses, additional house crowd management staff, security staff or police associated with the Additional Service, additional staff for private parties and/or functions hosted in conjunction with any Game Day Event, overnight security, advertising, group sales, e-mail campaigns, sound & lighting equipment, stagehands, loaders, runners, wardrobe, catering, telephone & internet services, broadcast fees or staffing, any outside rentals required (i.e., equipment & van, etc.), videoboard use or staffing, ASCAP / BMI / SESAC or similar music royalties, the Business License Tax imposed by the City of Oakland or other applicable taxes or fees imposed by governmental authorities not otherwise paid by Licensee, or any other related

expense including but not limited to, any and all box office credit card fees and/or expenses, any other promoter-related costs, or any other direct costs incurred by Licensor in operating the Coliseum for the Game Day Event.

(ii) The following costs shall be included as Additional Event Expenses, provided Licensee provides Licensor thirty (30) days' notice prior to a Game Day Event or the first of a series of Game Day Events, that Licensee desires to include some or all of the following costs to be paid on each Game Day Event incurring such cost, shall also include (collectively, the "**À la Carte Costs**"):

- (A) Opening the Bullet Bar - \$600;
- (B) Utilizing the Minus 22 - \$800;
- (C) Utilizing the Diamond Level Seating (enter at 123 stairs) - \$1,400;
- (D) Opening the West Side Suite Level - \$2,500;

All À la Carte Costs are exclusive of food and beverage expenses. Licensor reserves the right to deny requests to provide services related to an À la Carte Cost if performance of such service is infeasible, in Licensor's sole judgment and discretion.

(d) The Additional Event Expenses, together with the Flat Event Expense Fee, shall be referred to herein collectively, as the "**Event Expenses**".

(e) Deposit. No later than forty-five (45) days prior to the first Game Day Event, Licensee will provide a deposit to Licensor in an amount equal to two (2) Flat Event Expense Fees based on fan capacity of 0 – 6,999 for 60-minute Doors, which sum is Two Hundred Seventy-Six Thousand Dollars (\$276,000) ("**Deposit**"). To the extent Licensee has made all Expense Payments per this Section 4(d), Licensor will return the Deposit to Licensee no later than thirty (30) days after the last Game Day Event. If Licensee has not paid Licensor all Expense Payments during such thirty (30) day-period, Licensor may apply the Deposit to remaining amounts due Licensor. Then, any remaining amount of the Deposit will be returned to Licensee within sixty (60) days after the last Game Day Event.

(f) F&B Reserve Deposit. No later than three (3) business days after each Game Day Event, Licensee will pay the sum of Twenty Thousand Dollars (\$20,000) (the "**F&B Reserve Deposit**") to Licensor for deposit in the F&B Reserve Fund. Licensor shall retain all funds in the F&B Reserve Fund until the end of the Term (as defined in Section 43 below) when a true-up shall be performed to determine if Licensor's Concessions Vendor generated a net profit or a net loss from Game Day Events, after consideration of all food and beverage revenues and expenses ("**Net F&B Revenue**"). If Net F&B Revenue during the Term resulted in a net loss, Licensor shall deduct an amount from the F&B Reserve Fund equal to the amount of the net loss, up to the amount of the F&B Reserve Fund due during the Term. If Net F&B Revenue resulted in a net gain, Licensor shall refund the F&B Reserve Deposit to Licensee. Net F&B Revenue net gain or loss will include overhead expenses in the calendar month subsequent to the last Game Day Event to reflect the winding down of food and beverage operations. This "true up" will occur within ninety (90) days after the last Game Day Event. For the avoidance of doubt, the F&B Reserve Deposit shall only be used

to fund Concessions Vendor losses that are attributable to Game Day Events.

(g) Event Net Revenue Split: Once Licensors receives One Million Seven Hundred Thousand Dollars (\$1,700,000) in "**Other Licensors Revenue**", net of related expenses, from the conduct of the Event (*i.e.*, the series of Game Day Events), Licensors will reimburse Licensee a portion of the Flat Event Expense Fee in an amount equal to fifty percent (50%) of the amount of net revenue received in excess of One Million Seven Hundred Thousand Dollars (\$1,700,000). Licensors will provide an updated accounting of event net revenue within thirty (30) days of the calendar month subsequent to that in which a Game Day Event occurs. Actual sharing of event net revenue will occur sixty (60) days after the last Game Day Event. Other License Revenue includes net revenue that Licensors receives from parking, Licensors's Concessions Vendor, and Suites sold by Licensors for Licensee's Game Day Events.

5. CONCESSIONS; PARKING

(a) Concessions. Except or as may otherwise be agreed herein, all revenue derived from the sale of food, beverages, concessions, and other items or services sold at Venue for Game Day Events that are provided by Licensors or Licensors's Concession Vendor shall be retained by Licensors or persons designated by Licensors. Licensors or persons designated by Licensors shall be the only parties authorized to sell food, beverages, concessions, and other items or services at Venue including, without limitation, any catering for Licensee's hospitality. Up to ten (10) independent, locally based food trucks may be located on the horseshoe shaped drive aisles at each end of Championship Plaza, on Game Day Event days which do not conflict with events at the Arena ("**Dual Event Dates**") to sell food. Licensors may permit the food trucks to be placed in other locations in its sole discretion. There will be no food trucks located on Dual Event Dates unless Licensors elects to station food trucks at other locations on the property (away from Championship Plaza). The provision of concessions via food trucks shall be coordinated by, and be the responsibility of, Licensors or its Concession Vendor or designee (which may be Licensee), at its sole cost and expense. Food trucks shall not sell alcoholic beverages.

(b) Parking. Except as provided in Item 9 of the Data Sheet, or as may otherwise be agreed herein, all revenue derived from the sale parking at the Venue for Game Day Events shall be retained by Licensors or persons designated by Licensors. Licensors or persons designated by Licensors shall be the only parties authorized to provide and sell parking at Venue (except as provided in Item 9 of the Data Sheet). No part of the Parking Area or any roadway, overpass, or other access points to the Coliseum ("**Access Area**"), is being licensed to Licensee. Licensors, as the operator of the Parking Area and Access Area, shall make the Parking Area and Access Area available for use by persons attending a Game Day Event. On Dual Event Dates, the Parking Area will be shared by persons attending all events, except as prohibited or limited by contractual obligations with other users of the Coliseum or the adjacent arena. Use of the Parking Area by persons attending a Game Day Event shall be subject to charges by Licensors. Except as provided in Item 9 of the Data Sheet, Licensors makes no representation as to the availability of any set number of parking spaces at the Venue for Game Day Events. Licensee understands and agrees that if Licensee sells parking for a Game Day Event at the Venue Facilities, such parking revenue shall be collected or received by Licensee and remitted to Licensors within fourteen (14) days after the end of the month subsequent to that in which the Game Day Event occurs.

6. MERCHANDISE

(a) Licensee shall have the right to sell Licensee-related and Game Day Event-related merchandise (“**Merchandise**”) and the right to receive one hundred percent (100%) of such Merchandise Revenue. “**Merchandise Revenue**” means gross revenue derived from the sale of programs, novelties and souvenirs relating to the Game Day Event or the personalities appearing therein sold at Venue during the Game Day Event, less taxes, and credit card fees. Merchandise Revenue shall not include revenues from the sale of any publications, novelties, souvenirs or other merchandise which do not relate specifically to the Game Day Event or the personalities appearing therein (including without limitation any merchandise relating to any NFL, NBA, NHL, AFL, MLS, WNBA or MLB teams, any newspapers or magazines sold from Venue newsstands (the “**Other Merchandise Revenue**”). Licensors shall be entitled to retain all Other Merchandise Revenue. Any Merchandise Revenue payable to Licensee shall be paid by Licensors to Licensee or to such third party as designated by Licensee in writing.

(b) Licensors shall designate the location of Coliseum novelty stands to be used for the sale of Merchandise. Licensors reserves the right to reject any Merchandise not related to the Game Day Event or deemed inappropriate by Licensors and to terminate any merchandising practices Licensors, in its reasonable discretion, does not consider to be in the best interest of Licensors or the public. Licensee shall be responsible for collecting, reporting and paying to the appropriate taxing agencies all sales tax and for paying to all appropriate parties any royalty or commission applicable to all Merchandise sales.

7. LUXURY SUITES

Licensee shall have the right to use or otherwise access up to fifteen (15) suites (“**Licensee Suites**”) for each Game Day Event, the location(s) of which are listed on Exhibit “B” attached hereto and incorporated herein by this reference. Licensee shall manage the sale of the Licensee Suites. Licensors may manifest and manage the sale of all remaining suites reserved by Licensors. Licensors suites that are unsold one week prior to a Game Day Event shall be made available to Licensee at a cost comparable to Licensors’s typical price for Licensors suites, on request.

8. ADVERTISING, PROMOTION AND PUBLICITY

(a) Licensee agrees to advertise, publicize and promote each Game Day Event in a manner customary for such an event. Licensee shall be solely responsible for all costs associated with such advertising, publicity and promotion.

(b) Licensee agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Licensee containing reference to the Venue name, logo or other intellectual property of Licensors, including without limitation, names, likenesses, images, trademarks or logos (collectively, “**Trademarks**”) shall be submitted to Licensors for approval in advance of production or execution of the Production or a Game Day Event, as relevant. Licensee shall allow adequate time for Licensors to approve, comment upon or express its disapproval thereof; provided that Licensors shall not unreasonably withhold its approval as long as the material containing reference to the Trademarks uses Licensors’s established logo-type, trademark or service mark and is in accordance with the guidelines established by Licensors for the use of such Trademarks.

(c) Licensee grants to Licensors the right to use and to authorize others to use the name or names of Licensee, the Production, a Game Day Event, and the personalities appearing in the Game Day Event for the purposes of advertising, promoting and publicizing the Production, Game Day Event, or Venue.

9. BUILDING STAFF

For each Game Day Event, Licensor shall provide all personnel required to staff the Venue, including, but not limited to, ticket takers, ushers, crowd management staff, maintenance staff, and such other personnel as Licensor, in its reasonable discretion, shall deem required (included in the Flat Event Expense Fee), together with such additional personnel as Licensee may reasonably request (which shall be charged to Licensee as Additional Event Expenses, pursuant to Section 4 of this License Agreement). Licensor shall consult with Licensee, if and when requested by Licensee, regarding staffing levels; provided that final decisions regarding staffing levels shall be made by Licensor in its reasonable discretion. All such personnel shall be provided only by or through Licensor or its representative. The decision of Licensor's representatives as to required staffing and the number of persons that can safely and freely move about in the Venue Facilities shall be final. The costs of such personnel, to be established by Licensor from time to time, shall be the responsibility of Licensee unless otherwise explicitly set forth herein.

10. PUBLIC ADDRESS SYSTEM

If requested by Licensee, the Venue public address system shall be furnished for each Game Day Event. The public address system shall be operated according to reasonable and customary rules and regulations established, from time to time, by Licensor.

11. DELIVERY OF POSSESSION

(a) The Venue Facilities and the Storage Site shall be made available to Licensee as set forth in Item 5 of the Data Sheet ("**Move-in Time**") for preparatory work by Licensee in connection with each Game Day Event, complete with such staging requirements as are mutually agreed upon by Licensee and Licensor.

(b) In licensing the Venue Facilities and the Storage Site to the Licensee, Licensor does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. Any safety or facility control matters not expressly provided for herein shall be resolved at the sole discretion of Licensor.

12. SURRENDER AND OVERTIME; STORAGE OF PROPERTY

(a) After the conclusion of each Game Day Event, Licensee shall as soon as possible quit and surrender the Venue Facilities to Licensor, but in no event later than the time and date set forth in Item 6 of the Data Sheet ("**Move-out Time**"). Upon such quitting and surrender, the Venue Facilities shall be in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Licensee shall remove from Venue all property provided by Licensee in connection with the Game Day Event, except (i) property stored in the Storage Site pursuant to Section 2(b) above, and (ii) Licensee's temporary signage and branding that remains in place between Game Day Events pursuant to Section 37(d). At the expiration or termination of the Term, Licensee shall quit and surrender the Storage Site, which shall be in the same condition as the Effective Date, ordinary wear and tear excepted, and shall remove from the Storage Site all property stored therein. Without limiting any other remedies available to Licensor, if Licensee fails to quit and surrender the Venue Facilities on or before the Move-out Time or the Storage Site as provided above, Licensee shall reimburse Licensor for all overtime charges as established by Licensor. In addition, Licensee shall pay Licensor for any expense incurred by Licensor in removing and/or storing property associated with the Production and/or Game Day Event(s) after the Move-out Time for a Game Day Event or stored in the Storage Site after the expiration or termination of the Term, which removal and storage shall be at Licensee's sole risk. Licensor shall have the right to retain any and all funds otherwise payable to Licensee hereunder in satisfaction of the costs resulting from the removal and/or storage of such property. Nothing in this Section 12(a) shall in any way be construed

to limit Licensor's right to recover all actual damages incurred in the event Licensee fails to quit and surrender the Venue Facilities on or before the Move-out Time and/or the Storage Site on or before the expiration or termination of the Term (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled).

(b) The allocated time for a performance of the Production shall be as set forth in Item 7 of the Data Sheet. If a performance of the Production continues in excess of such allocated time Licensee shall reimburse Licensor for all overtime charges as an Additional Event Expense.

(c) If any performance of a Production extends beyond the commencement of any curfew imposed by the State of California, City of Oakland or any other governmental body, Licensee agrees to pay in addition to all other sums due to Licensor hereunder, an amount equal to all fines, penalties and other charges assessed by such governmental body because such performance of the Production extended beyond the commencement of the curfew.

13. TICKET SALES

(a) Ticket sales for each Game Day Event shall be made solely by Licensee (except for suites) or through Licensee's designated ticketing agent by such means (e.g., telephone sales, outlets, and Internet) as selected by Licensee and its ticketing agent. Licensor agrees that the sale of tickets for each Game Day Event by Licensee's designated ticketing agent shall be governed solely by the terms of Licensee's agreement with such ticketing agent. Tickets shall be ordered by Licensee and purchased, at Licensee's expense, from a bonded printer. A manifest is required for all purchased tickets. Licensee shall have responsibility for and control over all tickets covered on the manifest, which shall serve as a basis of settlement after each Game Day Event. Licensee shall have responsibility for and sole control over the collection of all monies from the sale of tickets through its ticket agency, mail, telephone and on-site operations, and shall hold all funds therefrom until settlement of each Game Day Event. Licensee shall utilize its normal ticket agency, mail and telephone ticket sales services for each Game Day Event; provided that Licensee shall reimburse Licensor for any requested services provided by Licensor in connection with the foregoing, in accordance with the standard rates and regulations of the Licensor.

(b) Licensee will provide an accounting to Licensor of all tickets and admissions for a Game Day Event within fourteen (14) days after the end of the month subsequent to that in which a Game Day Event occurs. Licensee shall require all sales outlets to render a complete accounting to Licensor. Licensee will have the opportunity to request an adjustment to the prior month's accounting in the following month. Licensor shall have the right, but not the duty, to independently audit Licensee's ticket sales records and Licensee shall fully cooperate with Licensor's auditor in that effort.

(c) If the Game Day Event is cancelled, then tickets sold for the Event shall be refunded, and all refunds for any Game Day Event shall be made in accordance with Licensee's ticketing agent's ticket refund policies and procedures.

(d) Tickets that are sold for a Game Day Event through Licensee's designated ticketing agent shall be subject to the convenience and handling surcharges set forth in Licensee's agreement with such designated ticketing agent.

(e) Licensee understands and agrees that each ticket to a Game Day Event at the Venue Facilities, including each Event ticket, must be sold subject to a ten percent (10%) Venue Facility Fee which fee shall be collected or received by Licensee and remitted to Licensor within fourteen (14) days after the end of the month subsequent to that in which the Game Day Event occurs. Licensee will have the opportunity to request an adjustment to the prior month's accounting

and payments in the following month.

(f) Licensee will collect and pay directly to the City of Oakland the Business License Fee due to the City resulting from Licensee's activities covered by this License Agreement.

14. INSURANCE

(a) Licensee agrees, at its sole expense, to procure and maintain during the Term of this License Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of Licensee, Licensor, the owners of the Licensed Areas and their contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Licensed Areas arising in the amount of not less than \$1,000,000 per occurrence, \$5,000,000 in the aggregate. Licensee shall procure and maintain insurance with minimum coverage of \$5,000,000 of drone (UAV) Liability Insurance per occurrence in connection with drone shows. In the event there are pyrotechnics, fireworks or fire displays as contained in Section 26(c), the certificate of insurance shall evidence such coverage and with limits specific therein; (ii) Commercial Automobile Liability insurance, on covering all owned, non-owned, hired & leased vehicles with a limit of not less than \$1,000,000 per occurrence covering bodily injury and property and physical damage; and (iii) following form Umbrella or Excess Liability coverage with a limit of not less than \$5,000,000 per occurrence in excess of \$1,000,000.

(b) In the event Licensee exploits the Production and/or one or more Game Day Event(s), media liability insurance coverage as respects errors and omissions resulting from any broadcast emanating from the Licensed Areas or in any way pertaining or related to the broadcast, with contractual liability endorsements for the mutual benefit of Licensee, Licensor, the owners of the Licensed Areas and their respective contractors, successors and assigns, against all claims for personal injury and errors and omissions liability including without limitation defamation of character, libel, slander and other similar causes of action, with policy limits of not less than \$5,000,000 per occurrence. Such insurance can be written on a Claims Made basis providing an extended reporting period or continuous coverage of not less than three (3) years is provided.

(c) The insurance policies set forth in Section 14(a) and (b) above shall name as Additional Insureds, ASM Global Parent, Inc., AEG, the City of Oakland ("**City**"), the County of Alameda ("**County**"), Coliseum Way Partners LLC ("**CWP**"), Oakland Acquisition Company, LLC ("**OAC**"), and Oakland-Alameda County Coliseum Authority, as Licensor, and each of their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns, hereinafter the "Indemnitees." All such insurance shall be primary and non-contributing to insurance maintained by Licensor.

(d) Licensee agrees, at its sole expense, to procure and maintain during the Term of this License Agreement, Workers' Compensation insurance in accordance with statutory limits and Employer's Liability at a limit of not less than \$1,000,000 per occurrence covering all employees, performers, participants and other personnel of the Event (other than such persons as are employed by Licensor and its respective affiliates), which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 14(h) below. Such insurance shall include a waiver of subrogation in favor of Licensor.

(e) Licensee shall obtain and maintain a Personal Property Floater and/or Miscellaneous Equipment insurance coverage on all of Licensee's personal property, trade fixtures, and Licensee's owned alterations, utility installations and third-party property damage. Such

insurance shall be full replacement cost coverage with a deductible of not more than \$2,500.00 per occurrence. The proceeds from any such insurance shall be used by Licensee for the replacement of personal property, trades fixtures and Licensee owned alterations and utility installations. Licensee shall provide Licensor with written evidence that such insurance is in force and shall cause its insurers to a waiver of subrogation in favor of Licensor.

(f) Licensee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Licensee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent licensees in the business of Licensee or attributable to prevention of access to the licensed areas as a result of such perils.

(g) Licensor makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover Licensee's property, business operations or obligations under this License Agreement.

(h) The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of the licensed areas) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders the Licensed Areas). There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor prior to the Move-in Time. Such policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without fifteen (15) days prior written notification to Licensor. Such insurance shall not restrict or limit the coverage of the additional insureds. If Licensee fails to provide Licensor with the required certificate of insurance at least five (5) business days prior to the Move-in Time, Licensor may, in its sole and absolute judgment, either (i) acquire, at Licensee's expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under Section 14 (a) and (b) above, or (ii) treat such failure as a default by Licensee and terminate this License Agreement effective as of the Move-in Date pursuant to the provisions of Section 34 below.

(i) All insurance shall be affected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of California, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least A VI or better shall be deemed to be acceptable. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this License Agreement must be in writing signed by the Parties.

(j) At the request of Licensor, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Indemnitees under this License Agreement. Such loss information shall include such specifics and be in such form as Licensor may require.

(k) Licensee shall require and verify that all subcontractors maintain insurance meeting all the requirements as broad as stated herein and that they name Licensee and Licensor as Additional Insureds.

(l) All insurance coverage available to Licensee and any available proceeds in excess of specified minimum limits shall be available to Licensor.

15. INDEMNITY

(a) Licensee shall indemnify, defend and hold harmless Licensor, ASM Global Parent, Inc., AEG, City, County, CWP, OAC, and Licensor, and each of their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns (collectively, the “**Indemnitees**”) from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys’ fees) (collectively, the “**Losses**”) occurring at the Venue Facilities and/or the Storage Site (whether within or without an authorized area) caused to Licensor, the City, the County and/or persons and/or property in, on, or near the Venue Facilities and/or the Storage Site before, during, or after a Game Day Event, by (i) Licensee’s failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the “**Laws**”) applicable to Licensee’s performance of this License Agreement and/or activities at the Venue Facilities and/or the Storage Site, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this License Agreement, and (v) to the extent allowed by Law, any and all claims brought by participants for injuries arising out of or during practice or competition in a performance or a Game Day Event.

(b) Licensee does hereby indemnify and agree to forever save and hold harmless the Indemnitees, from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys’ fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual (collectively “**Claims**”), which any one or more of them may suffer or incur as a result of a breach of any term of this License Agreement by Licensee or which any one or more of them may suffer or incur arising directly or indirectly from this License Agreement, the Production or resulting, in whole or in part, from the use and occupancy of the Venue Facilities and/or the Storage Site, occurring in or about Venue, the Storage Site, the entrances, lobbies, and exits thereof, the parking lot, the sidewalks, plazas, streets, and approaches adjoining Venue or the Storage Site, or any portion of Venue used by Licensee hereunder including, without limitation, the Venue Facilities and the Storage Site.

(c) Licensee further agrees that in the case of any such Claim against any one or more of the Indemnitees, Licensee shall defend the Indemnitees at Licensee’s expense by counsel satisfactory to the Indemnitees. In the event Licensee does not provide a defense against any and all such claims, demands, liens, liabilities, actions or causes of action, threatened or actual, then Licensee shall, in addition to the above, pay the Indemnitees the attorneys’ fees, legal expenses and costs incurred by the Indemnitees in providing such defense and Licensee agrees to cooperate with the Indemnitees in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Indemnitees.

16. LICENSOR’S LIABILITY

Licensee hereby agrees that none among the Indemnitees shall be liable for injury to Licensee’s business or any loss of income therefrom or damages to the property of Licensee, Licensee’s employees, invitees, customers, or any other person in or about Venue or Storage Site, nor shall the Indemnitees be liable for injury to the person of Licensee, Licensee’s employees, agents or contractors, and such losses and damages shall be at the risk and cost of Licensee, except to the extent such loss or damage is caused by the negligence or willful misconduct of an Indemnitee.

17. BUILDING COSTS

Licensors shall provide air conditioning for appropriate indoor areas of the Venue Facilities, heating, lighting, janitorial supplies, maintenance supplies, and equipment (if available), and other similar miscellaneous goods and services, to the extent reasonably required by the Production and each Game Day Event. Except for the standard utility fee charged by Licensors as part of the Flat Event Expense Fee and as otherwise set forth in Section 33 below, the costs of such items shall be the sole responsibility of Licensors. Notwithstanding the foregoing, the cost of any equipment rentals which are requested by Licensee or necessitated by any extraordinary needs of the Production and/or a Game Day Event shall be treated as Additional Event Expenses for which Licensors shall be entitled to reimbursement.

18. MESSAGE BOARDS AND VIDEOBOARDS

(a) In Coliseum Message Boards and Videoboards: The use and operation of the Coliseum scoreboards, videoboards and message centers are included in this License.

(b) Electronic Message Board: For a reasonable period prior to the commencement of each Game Day Event, Licensors shall display on the electronic message board located adjacent to the Coliseum, the date and time for the Game Day Event.

19. PARTICIPANTS

Licensee shall, at its sole cost and expense, provide all participants (including, without limitation, performers and musicians) required for the Production and each Game Day Event. To the extent Licensee provides participants, Licensee shall, at its sole cost and expense, comply with all legal requirements resulting from the providing of such participants, including those of all unions of which such participants may be members.

20. SHOW OFFICE

Licensors shall make available to Licensee space for a show office, the location of which shall be mutually agreed by Licensors and Licensee subject to availability. Such space shall be available to Licensee from the Move-in Time to the Move-out Time on the day of each Game Day Event. There shall be no additional charge to Licensee for such space, but such space shall be part of the Venue Facilities and Licensee's use thereof is subject to all other terms and conditions of this License Agreement. Licensee will arrange for the installation of private phone service into such show office and agrees to pay all installation, service, equipment, long distance, toll and repair charges made with respect to such phone service.

21. TICKET HOLDS; COMPLIMENTARY TICKETS/PARKING

(a) Licensee agrees to provide Licensors, in advance of the on-sale date and upon prior written notification from Licensors, the number of ticket holds for each Game Day Event (the "Ticket Holds"). The Ticket Holds shall be in seat locations reasonably agreed to by Licensors and Licensee; provided, that for each Game Day Event a reasonable number of such Ticket Holds shall be located in the top price category. Except as set forth below, the Ticket Holds will be held without guarantee of purchase. From the on-sale date until the date of the Game Day Event, either Licensors or Licensee may release some or all of their respective Ticket Holds back onto the ticket manifest; provided that the Party releasing such holds shall provide the other Party with reasonable advance notice of such releases and shall coordinate and consult with such other party regarding the sale of the released seats.

(b) Licensor and Licensee may each receive the number of complimentary tickets set forth in Item 8 of the Data Sheet for each Game Day Event upon compliance with Licensor's established procedure for the issuance of complimentary tickets. Complimentary tickets shall be released from unsold ticket inventory one (1) week prior to a Game Day Event. The locations of all complimentary tickets shall be agreed to by the Parties, provided that in any event a reasonable number of such complimentary tickets shall be in the top price category but shall not include amenities that may be associated with Licensee sold seats in the same area unless otherwise agreed by the Parties, and provided that final decisions regarding the location of the complimentary tickets shall be made by Licensor in its reasonable discretion.

(c) Licensee shall be entitled to the number of complimentary parking passes set forth in Item 9 of the Data Sheet for each Game Day Event. In the event the Licensee requires additional parking spaces for one or more Game Day Event(s), to the extent Licensor, in its reasonable discretion, determines that such spaces are available, Licensee shall pay Licensor its regular rate therefor. In addition to the parking passes provided pursuant to Item 9 of the Data Sheet, Licensor shall also be responsible for providing parking to accommodate artist/player trucks and buses, except when there are Dual Event Dates on site, in which case Licensee and Licensor will agree to work out a mutually agreed upon trucks and buses parking arrangement. No part of the Parking Area or any roadway, overpass, or other access point to the Coliseum ("**Access Area**"), is being licensed to Licensee. Licensor, as the operator of the Parking Area and Access Area, shall make the Parking Area and Access Area available for use by persons attending each Game Day Event. In the event other events are scheduled on the same day as a Game Day Event, the Parking Area will be shared by persons attending all events, except as prohibited or limited by contractual obligations with other users of the Coliseum or the adjacent arena. Use of the Parking Area by persons attending a Game Day Event shall be subject to charges by Licensor.

22. DRESSING ROOMS

Licensor shall, at no extra charge to Licensee, make available such dressing rooms at the Venue, with such furnishings as Licensor may have available, as may be required for a Game Day Event as mutually agreed by Licensor and Licensee subject to availability. There shall be no additional charge to Licensee for such space, but such space shall be part of the Venue Facilities and Licensee's use thereof is subject to all other terms and conditions of this License Agreement.

23. REHEARSAL

In the event Licensee desires to use the Venue Facilities for rehearsal prior to the Move-in Time for a Game Day Event set forth in Item 5 of the Data Sheet, Licensee shall notify Licensor of such fact. If feasible, in Licensor's sole judgment and discretion, the Venue Facilities may be made available to Licensee for such purposes and at such times and under such terms and conditions as Licensor may designate. Licensee shall (a) pay any rental charges reasonably imposed by Licensor, and/or (b) shall reimburse Licensor for any additional costs or expenses incurred by Licensor in connection with such rehearsal. The term "rehearsal" shall be limited to the private or semi-private practice session of musicians, artists or similar performance preparatory to their public appearance during the Game Day Event (e.g., singing the national anthem) and/or a pre-game walk of the field by visiting or home players. Rehearsal is distinguished from and does not include practice sessions by soccer team players.

24. PERMITS

Prior to the Move-in Time for the first Game Day. Event, Licensee agrees, at

Licensee's expense, to obtain from the City of Oakland or any other applicable governmental body or agency, and maintain in good standing, such governmental permits necessary for each Game Day Event, including, but not limited to, building permits and business license. Prior to the Move-in Time for each Game Day Event, Licensee agrees to furnish to Licensors, at its sole expense, copies of such additional governmental permits and other licenses and permits as may be required for each Game Day Event.

25. ADDITIONAL OBLIGATIONS OF LICENSEE

Licensee shall:

(a) Supply and pay for all performers and participants required for the proper presentation of the Production and/or a Game Day Event (including each individual performer and participant integrally identifiable with a specific Game Day Event).

(b) Transport all personnel, properties, facilities and equipment necessary for the Production and each Game Day Event to and from the Venue Facilities.

(c) Present the Production and each Game Day Event in a manner customary for shows comparable in type and nature to the Production.

(d) Licensee shall be solely responsible for, and timely pay, all fees and governmental taxes and levies due as a result of the Production and each Game Day Event, including without limitation (i) the City of Oakland Business License Tax, and (ii) any non-resident withholdings required by any governmental agency.

(e) If Licensee or its agents, representatives, managers, employees, patrons, players, performers, or participants in or about the Venue Facilities or the Storage Site shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring to any such person or persons while within or about the Venue from the Move-in Time to the Move-out Time for each Game Day Events, even though such services are made available or are obtained through Licensors, Licensee will assume such costs solely as an Additional Event Expense and will defend, indemnify and hold Licensors harmless from all responsibility or liability therefor.

26. COMPLIANCE WITH LAWS

(a) Licensee shall conduct business in the Venue Facilities in a dignified and orderly manner with full regard for public safety and in conformity with all Laws, Rules and Regulations (as defined in Section 31 below) for facility users, including fire, safety and health rules, as may be imposed from time to time by Licensors and/or local authorities. Licensee shall provide to Licensors, for Licensors' review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the facility or any fixture thereto required for the Production and each Game Day Event), electrical, communications systems, and plumbing work anticipated to be needed for the Production and each Game Day Event, and (ii) a Licensee Operations Plan ("Plan"). Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensors reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensors and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

(b) Licensee shall comply, and ensure that the Production and each Game Day

Event complies, with all applicable laws, orders, regulations and requirements of Federal, State, County and Municipal authorities as well as those of the City of Oakland and with any lawful direction or order of public officers which shall impose any duty upon Licensor or Licensee, with respect to Venue, the Storage Site, or the use and occupancy thereof. Licensee shall not use nor permit the use of the Venue Facilities or the Storage Site for any political purpose. No collections, whether for charity or otherwise, shall be made or attempted in or at Venue or the Storage Site by Licensee or any of its employees, agents or contractors unless otherwise expressly approved in writing by Licensor in advance.

(c) Licensee shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments (*i.e.*, State of California, County of Alameda, City of Oakland) or any other similar body and shall not do or permit anything to be done in or about Venue or the Storage Site or bring or keep anything therein except as permitted by the City of Oakland or any other authority having jurisdiction over Venue or the Storage Site, Licensor or Licensee. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensor and, if necessary, in Licensor's sole judgment, the approval of the Oakland Fire Department. All flammable decorations and other materials must be fireproofed. Licensee shall deliver to Licensor, if Licensor so requests, a flameproofing certificate in the form specified or required by and satisfactory to any local government body having jurisdiction with respect thereto.

(d) No pyrotechnics, gasoline, acetylene, explosives, fireworks or other fuel or other flammable material (collectively, "**Pyrotechnics**") or drone shows will be permitted in the Venue or the Storage Site without the prior written approval of Licensor and without Licensee obtaining the appropriate permits and licenses. In the event Licensee is permitted to use Pyrotechnics in connection with the Production and/or one or more Game Day Event(s), then Licensee agrees to provide the following, at its sole cost and expense: (i) a display site and stage configuration (including, without limitation, a firing and fallout zone such that the Pyrotechnic display and any Pyrotechnic debris can be exhibited, rise and fall safely) that complies in all respects to any law, rule, ordinance, directive or regulation issued by the local Fire Department or any other authority (including the Venue) having jurisdiction over the Production, applicable venue, Licensee, Licensor or the Pyrotechnic display at issue; (ii) adequate policing, guard protection, roping, fencing and/or other crowd control measures required by applicable law and the applicable venue; and (iii) the services of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. Licensee shall not do or permit anything to be done in or about the Venue or the Storage Site or bring or keep anything therein except as permitted by such Fire Department or any other authority having jurisdiction over the Venue or Storage Site, Licensee, Licensor or the Pyrotechnic display at issue. Licensee shall also deliver to Licensor and the Venue commercial general liability insurance with Pyrotechnics endorsement in an amount (minimum \$10,000,000 per occurrence in general liability coverage including bodily injury and property damage) and on such forms as are satisfactory to Licensor in its sole discretion, and which shall name the Indemnitees as additional insureds thereunder. In no event shall any Indemnatee have any liability or obligation with respect to any Pyrotechnic display and Licensee agrees to defend, indemnify and hold Indemnitees harmless from any Claims arising out of or related to (x) the Pyrotechnics, or (y) the breach or alleged breach by Licensee or any designee, agent, employee or independent contractor of Licensee of any representation, warranty or agreement contained in this Section 26(d).

(e) Any item not approved in accordance with the above provisions shall not be permitted in the Venue or the Storage Site and if it is already in the Venue or the Storage Site, it shall immediately be removed by Licensee at its expense. If Licensee fails to immediately remove any unapproved item from the Venue and/or the Storage Site, Licensor may cause such item's removal at Licensee's expense.

(f) Licensee acknowledges that Licensor is subject to the Living Wage Ordinance imposed by the City of Oakland and agrees that all individuals involved in the operation of the Venue and use of the Storage Site in connection with the Production and one or more Game Day Event(s) must be compensated in accordance with such Living Wage Ordinance or in accordance with a collective bargaining agreement which supersedes such ordinance. In addition, Licensee acknowledges that the operation of the Venue and use of the Storage Site is subject to certain hiring, workforce utilization and minority/women-owned business utilization requirements imposed on Licensor and its contractors, subcontractors and other agents by the City of Oakland and agrees to cooperate with Licensor's efforts to satisfy the goals established in connection therewith. Licensee agrees that Licensee shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the Venue Facilities or the Storage Site, nor shall Licensee, or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation.

27. ALTERATIONS

Licensee shall not mark, paint, drill into or in any way mar or deface any part of the Venue or the Storage Site. Subject to Section 37, Licensee shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Venue or the Storage Site or make any alterations or improvements in or to the Venue Facilities or the Storage Site without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion.

28. ENTRANCES AND EXITS

The entrances and exits of the Venue shall be locked or unlocked during each Game Day Event as Licensor may direct, subject to all applicable laws, rules, regulations and orders of Federal, State, County and Municipal authorities (including, without limitation, the City of Oakland), any lawful direction of public officers, and also subject to Licensee's reasonable approval to the extent not in conflict with any such law, rule, regulation or order. Articles, fittings, fixtures, materials and equipment required for the Production or a Game Day Event shall be brought into or removed from the Venue and the Storage Site by Licensee only at entrances and exits, and at such times, as designated by Licensor. The total number and weight of vehicles, which may enter the Venue at any one time, shall be determined by Licensor in its absolute discretion.

29. NON-EXCLUSIVE USE

Licensee acknowledges that besides the use of the Venue Facilities and the Storage Site as contemplated by the License Agreement, the Venue and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Production and that in order for the Venue to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Venue, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas (other than the Storage Site), passenger or freight elevators and club and concession areas, to be scheduled or shared. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Licensee's use of the facility, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or facility of the Venue other than the Venue Facilities and the Storage Site without first obtaining Licensor's consent and approval. Venue Facilities shall exclude non-public portions of the Coliseum, including without limitation, the Luxury Suites, the East Side Club, the Owner's Room, and other Licensor, subcontractor or tenant dedicated spaces.

30. EJECTION

Licensee hereby appoints Licensor, or any servant, employee, contractor or agent of Licensor, as Licensee's agent to, within its reasonable discretion, refuse admission to, or to cause to be removed from, the Venue any undesirable person. Any artisans or workmen employed by Licensee shall be under the general supervision and control of Licensor (but not as an agent, servant, or employee of Licensor) while in or about Venue and may be refused entrance by Licensor for non-compliance with this provision of this License Agreement or for objectionable or improper conduct without any liability on Licensor's part for such refusal or ejection.

31. LICENSOR REGULATIONS

Licensee shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by Licensor for the use, occupancy and operation of the Venue ("**Rules and Regulations**"). Licensee shall not permit the Coliseum, Venue Facilities, Storage Site, or any part thereof, to be used for any unlawful, or immoral purpose, or in any manner that may injure persons or property in, on or around the Coliseum, Venue Facilities, and the Storage Site.

32. LICENSOR USE OF FACILITIES

Licensor, its representative, affiliates and their respective officers, directors, servants, employees, agents, concessionaires and such concessionaires' servants, employees and agents shall at all times have free access to the Venue Facilities upon presentation of usual passes issued to them by Licensor; provided that Licensor and its agents shall not unreasonably disturb the privacy of the artist in areas and circumstances where the artist has a reasonable expectation of privacy (such as, but not limited to, sound checks and dressing rooms). All credential passes are subject to approval by Licensor as well as permitting selected persons access to specified areas of Venue normally closed to the public as Licensor shall designate. In addition, Licensor reserves the right to produce and distribute all credential passes. Licensee agrees that Licensor's in-house photographer may take photographs during any Game Day Event for Licensor's in-house purposes only and will adhere to Licensee's conditions under which photographs may be taken. Licensor, at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over

the sound system and video screens in the Venue during the Game Day Event, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in the Venue or elsewhere, and Licensor reserves and retains the exclusive right to use and may use the sound system, scoreboard, video screens, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about the Venue in any manner which in its sole opinion is desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with any Game Day Event. Notwithstanding the foregoing, if Licensee reasonably requests that the sound system inside the bowl area not be used for advertising purposes and/or the video screens inside the bowl area of the Venue be turned off during part or all of the Game Day Event for production purposes, Licensor shall reasonably comply with such request, subject to Licensor's or tenant's sponsorship agreements.

33. UTILITIES

Air conditioning (including heat and air cooling) and illumination to be provided by Licensor pursuant to Section 17, shall be provided by the permanent equipment with which the Venue is equipped at such times and in such amounts as shall be reasonably necessary, in the sole and absolute judgment of Licensor, during each performance for the comfortable use and occupancy of the Venue. If any services, including without limitation heat, air cooling, illumination, water or electricity, are furnished, with or without charges by Licensor to Licensee, Licensor shall in no event be liable for a failure to provide such services (a) during the repairing of any such equipment or apparatus in the Venue or (b) as a result of any power shortage, irregularity, deficiency or outage affecting the Venue or a Game Day Event or any other cause beyond the control of Licensor. Licensee may, at Licensee's sole cost and expense, provide Licensor with power generators or other equipment acceptable to Licensor to be used by Licensor only in the event of any such occurrence in connection with a Game Day Event.

34. DEFAULT; TERMINATION AND CANCELLATION

(a) Each of the following shall constitute a default on the part of Licensee: (i) Licensee makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or (ii) Licensee files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, or (iii) a receiver or trustee is appointed for Licensee or Licensee's property, or (iv) execution is issued pursuant to a judgment rendered against Licensee, or (v) this License Agreement is assigned to any person, firm or corporation other than Licensee or without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion, or (vi) Licensee defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein. In the event of a default by Licensee, Licensor may, upon delivering written notice to Licensee as set forth in Section 52 below, which shall be not less than a forty-eight (48)-hour written notice (or such lesser time as is reasonable if a Game Day Event is to take place less than forty-eight (48)-hours after the default), cancel one or more Game Day Events until the default is cured or, if applicable, terminated the license for the Storage Site pursuant to Section 1(c) above. If the default is not cured within five (5) business days from the delivery of the written notice, Licensor may continue to cancel Game Day Events and may elect to terminate the Production and/or this License Agreement at Licensor's sole and exclusive option. Upon such termination this License Agreement shall expire as fully and completely as if such date and time of expiration were the date and time definitely fixed herein for the expiration of the Term and of this License Agreement, and Licensee shall then quit and surrender its rights to the Venue Facilities and the Storage Site to Licensor, but Licensee shall remain liable as hereinafter provided. Licensor shall forthwith upon such termination be entitled to recover as its stipulated damages for such breach an amount equal to the Flat Event Expense Fee, the Base License Fee, and the R&B Reserve Deposit per day for each day Licensee was to have used the Venue Facilities, together with an amount equal to the sum of all costs and expenses then

incurred by Licensor with regard to the Production, the Game Day Event and/or this License Agreement and Licensor shall not be liable for any additional costs or alleged damages suffered by Licensee, including liquidated damages except as provided in Section 39 below.

(b) Licensor or any other person by its order may immediately upon termination of this License Agreement as provided in Section 34(a) above, or at any time thereafter, enter the Venue Facilities and remove all persons and all or any property therefrom by summary unlawful or wrongful detainer proceeding, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages therefor, and possess and enjoy the Venue, including the Venue Facilities. In any case where, pursuant to the provisions of this License Agreement or by summary proceedings or otherwise, this License Agreement expires or is terminated before the Move-out Time for a Game Day Event, and in all cases of entry by Licensor, Licensor may, but shall not be required to, relicense the Venue Facilities, the Storage Site or any part or parts thereof, as the agent of Licensee or otherwise, at any time or times during the Term for whatever compensation or rent Licensor shall obtain, and Licensee shall, whether or not the Venue Facilities and/or Storage Site are relicensed or let, be and remain liable for, and Licensee hereby agrees to pay to Licensor as damages an amount equal to all amounts payable by Licensee to Licensor hereunder, less the amount thereof already paid and the net receipt of relicensing, and the same shall be due and payable by Licensee to Licensor hereunder. The words "enter" and "entry" as used in this License Agreement are not restricted to their technical legal meanings.

(c) In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceeding, or other remedies were not provided for herein. Licensee shall not have the right of injunction or right to invoke any remedy available in equity with respect to any default by Licensor.

(d) In the event of entry by Licensor, Licensor at its option may store at the cost of Licensee any personal property of Licensee, or its servants, employees and agents then in or about the Venue and/or the Storage Site, but in such case Licensor shall not be obligated to store such property for more than thirty (30) days and thereafter may dispose of such property in any way it sees fit, upon ten (10) days' notice in writing to Licensee. Licensor shall be entitled to receive from Licensee all costs and expenses for storage of Licensee's property and if Licensor shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of storage in addition to any other sums then due to Licensor by Licensee.

35. ADDITIONAL REMEDIES

Reference in this License Agreement to any particular remedy shall not preclude Licensor from any other remedy at law or in equity. Licensor's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this License Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this License Agreement shall be deemed to have been waived by Licensor unless specific waiver thereof by Licensor shall be in writing.

36. PAYMENT ON DEFAULT

Any expense or damage which Licensor may incur or sustain by reason of Licensee's non-compliance with any of the provisions of this License Agreement shall be due and payable by Licensee to Licensor within five (5) business days of such non-compliance.

37. ADVERTISING AND SPONSORSHIP

(a) Licensor retains exclusive rights to all permanent signage and advertising opportunities in the Venue (including without limitation in the concourses, restaurants, plaza areas and parking lots in and around Venue).

(b) Licensee shall only be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage inside the Stadium or, with prior consent of Licensor as to the location and method of installation, at discrete and limited locations on the exterior of the Venue, and all Licensee sponsorship and advertising rights are subject to the following:

(i) Only Licensee's advertisers may be a sponsor of the Oakland Roots and Licensee may not sell or otherwise grant sponsorship or advertising opportunities for the Licensor, the facility, or the Venue;

(ii) All Licensee signage shall be temporary and the identity, content and placement of any signage (including the form, size, location and appearance thereof) shall be subject to the prior written approval of Licensor at its sole and absolute discretion;

(iii) The location of temporary signage shall not obscure or hinder the visibility of Licensor's permanent advertising, display signage, or the views from ticketed seats or suites in the Stadium;

(iv) Temporary signage shall not be permanently affixed to the Venue and shall not cause damage to the facility;

(v) except with the prior written consent of Licensor, Licensee will not sell or otherwise grant sponsorship or advertising rights to food and beverage brands (including beer, wine, spirits, water, soda and non-alcoholic beverages);

(vi) Licensor and Licensee will coordinate a plan for shared use of the Diamond Vision and video boards for sponsorship and advertising purposes, subject to Licensor's final and discretionary approval of the plan;

(vii) Subject to the conditions of this section, the Licensee's current sponsors, listed in Exhibit "C", are approved for inclusion as sponsors of Licensee during the Term of this License Agreement. Any changes or additions to Exhibit "C" require Licensor's prior written approval at its sole and absolute discretion;

(viii) Licensee's food and beverage sponsors shall not be authorized to sell or dispense any products in the Venue, but they may distribute free products to fans as they egress the Venue; and

(ix) Notwithstanding their inclusion on Exhibit "C", Licensee may not sell or otherwise grant sponsorship or advertising opportunities in the Venue for products in the automotive, insurance (other than Anthem or AAA), quick serve restaurant (fast food), or hotel/motel market categories until January 1, 2026 and then only if Licensor does not have exclusive sponsorship or advertising commitments in the Venue in those markets.

(c) With respect to signage, the term “temporary” means displays limited to the period between the Move-in Time and Move-out Time; provided, however, that for Game Day Events held on one or more consecutive days the term “temporary” shall mean the period between the Move-in Time for the first consecutive Game Day Event and the Move-out Time for the final consecutive Game Day Event.

(d) (i) With respect to the outside of the Venue Facilities: (A) Licensee may leave its Oakland Roots branding in place between each Game Day Event, unless there is an event in the Stadium, in which case Licensee must remove all Oakland Roots branding, and (B) Licensee may only have its sponsorship branding in place during a Game Day Event.

(ii) With respect to the inside of the Stadium: Licensee may leave its Oakland Roots branding and sponsorship branding in place unless there is an event in the Stadium, in which case Licensee must remove such Oakland Roots branding and sponsorship branding prior to such event.

(iii) Licensor shall cover corporate and sponsor branding as may be required by Licensor to fulfill obligations assumed by Licensor in connection with other events at the Venue.

38. ANCILLARY RIGHTS

(a) If Licensee records, stores, digitalizes, tapes, films, broadcasts or telecasts the Production or one or more Game Day Event(s) by any means, including, without limitation, on television or radio, over the Internet, in motion pictures or for video tape or DVD distribution (collectively, the “**Ancillary Rights**”), Licensee shall execute the Venue’s Filming Agreement, and Licensor shall have no interests or rights of any kind therein; provided that, (a) Licensor shall retain all rights to its trademarks (*i.e.*, Venue and related logos), and (b) Licensor shall have the right to use photographs or tapes of the Production and/or Game Day Event for the purpose of promoting Venue.

(b) Notwithstanding the foregoing, if the Ancillary Rights are exploited by the performer or anyone other than Licensor or its agents, Licensor shall have no responsibility for the staffing and other costs associated therewith, and Licensee shall pay, or cause others to pay, such costs as well as all applicable production and origination fees. In no event shall Licensee or any broadcaster use blocking technology or insert any virtual signage on either the exterior or interior of the Venue, including, without limitation, over any of Venue’s permanent or temporary signage, during any broadcast or re-broadcast of the Game Day Event.

39. FIELD MAINTENANCE; EVENT CANCELLATION; TERMINATION

(a) Field Maintenance. The Venue Facilities includes a professional quality soccer field that, as of the Effective Date, meets USL standards, which was installed by Licensee, and is owned by Licensor. Licensor will maintain the field so that it meets professional playing standards for each Game Day Event per the USL standards. Licensee shall assist in Licensor’s efforts to maintain the field as follows:

(i) Prior to each Game Day Event, Licensee and USL officials will inspect the field.

(ii) For purposes of mitigating the risk that the soccer field will be deemed unplayable, Licensor shall meet with Licensee within a reasonable period at a mutually agreeable

date and time prior to each Game Day Event to view the condition of the soccer field ("**Pre-Game Field Meeting**"). Licensee shall make best efforts to identify potential issues with the condition of the field, so that Licensor may have a reasonable opportunity to improve and/or cure that condition prior to each Game Day Event.

(iii) Licensor will endeavor to avoid scheduling other events to occur on the soccer field that might alter the physical or structural condition of the field between the Pre-Game Field Meeting and the Game Day Event.

(iv) Licensor acknowledges and agrees that the determination of whether the field does or does not meet USL playing standards on each Game Day Event is a matter solely within the discretion of USL.

(b) Event Cancellation; Liquidated Damages: To the extent that the soccer field is deemed unplayable by the USL after both the Pre-Game Field Meeting and Game Day Event inspection have occurred and the field defect cannot be cured prior to the commencement of the Game Day Event, which causes a scheduled game to be canceled, the following steps will occur:

(i) Licensee shall, to the greatest extent possible, mitigate damages due to any canceled Game Day Event;

(ii) A new date that is convenient to the USL, the visiting team, Licensor, and Licensee will be scheduled as quickly as possible; and

(iii) Licensor will pay to Licensee the total sum of One Hundred Thousand Dollars (\$100,000) as liquidated damages for Licensee's obligations and costs related to the cancellation of a Game Day Event attributable to a USL determination that the soccer field is unplayable. To the extent the Flat Event Expense Fee was paid for the cancelled Game Day Event, it will be credited to the next Game Day Event or rescheduled Game Day Event, as determined by Licensor.

THE PARTIES HAVE AGREED THAT THE LICENSEE'S ACTUAL DAMAGES IF GAME DAY EVENTS ARE CANCELLED WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF LIQUIDATED DAMAGES BY THE LICENSOR HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF THE LICENSEE'S DAMAGES AND AS THE LICENSEE'S SOLE AND EXCLUSIVE REMEDY AGAINST THE LICENSOR, AT LAW OR IN EQUITY, AS A RESULT OF THE CANCELLATION OF A GAME DAY EVENT. THE LICENSEE WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS THE LICENSEE MAY HAVE PURSUANT TO SECTION 1680 OR SECTION 3389 OF THE CALIFORNIA CIVIL CODE RELATING TO THE CANCELLATION OF A GAME DAY EVENT. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE LICENSEE PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

INITIALS:

LICENSOR

LICENSEE

(c) Termination of License: If a Game Day Event is cancelled because of unplayable field conditions, after the first such cancellation the Parties shall meet to determine any procedures that can help mitigate any future cancellations. If, after such agreed upon procedures are in place and, despite Licensor's good faith efforts to maintain the field to comply with USL standards, a second or subsequent Game Day Event is cancelled because of unplayable field conditions, Licensor, in its sole and absolute discretion, may immediately terminate this License Agreement by giving notice to Licensee.

40. COPYRIGHTS

Licensee represents and warrants that all copyrighted materials, music, equipment, devices, or dramatic rights used on, or incorporated in, the conduct of the Production will be used with the express permission of the copyright owner. The Licensee represents and warrants that it will use commercially reasonable efforts to ensure that any and all obligations under the copyright license shall be performed by Licensee. Licensee agrees to indemnify and hold harmless the Indemnitees from any and all Claims incurred by any one or more of the Indemnitees by reason of the use of any patented and/or copyrighted materials, music, equipment, devices, processes, or dramatic rights furnished or used by Licensee in connection with the performing of the Production under this License Agreement.

41. LABOR AGREEMENTS

Licensee shall not perform any work or employ any personnel in connection with the Production or a Game Day Event except if such work or employment conforms to labor agreements to which Licensor or its contractors are a party or which control labor activities at the Venue. At Licensee's request, Licensor will advise Licensee of pertinent provisions of such labor agreements. Licensor may, at its option, deny access to the Venue to any person whose admittance to the Venue could result in a violation of any such labor agreement.

42. REFUND

If Licensee shall for any reason fails to occupy or use the Venue Facilities as provided herein (for reasons other than a breach by Licensor of its obligations hereunder), no refund shall be made of any amounts paid by Licensee to Licensor hereunder, and the aggregate amount payable by Licensee to Licensor hereunder, including disbursements or expenses incurred by Licensor in connection herewith, shall be payable by Licensee to Licensor within five (5) business days.

43. TERM

The term of this License Agreement shall commence on March 1, 2026 and expire on December 21, 2026, unless terminated earlier as provided elsewhere herein ("**Term**").

44. SUBORDINATION

The provisions of this License Agreement and Licensee's right to the use of the Venue hereunder are hereby made subject and subordinate to the terms and conditions of any current or future lease, mortgage, deed of trust or any other encumbrance granted by Licensor or under which Licensor or its affiliates may be operating the Venue. If Licensor's right to operate the Venue expires or is terminated, according to the terms of such current or future lease, mortgage, deed of trust or other encumbrance, with or without fault on Licensor's part, or if Licensor's lessor, mortgagor, trustee or beneficiary under such current or future lease, mortgage, deed of trust, or creditor under any other encumbrance prevents the performance of this License Agreement, Licensor shall not be liable to Licensee in any way.

45. FORCE MAJEURE

The Parties to this License Agreement will be excused from the performance of this License Agreement, including any obligations created by Section 39 above, in whole or in part by reason of any of the following causes:

(a) When the Production or a Game Day Event is prevented by operation of law.

(b) If the Venue is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the Parties or either of them, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this License Agreement, then the Parties shall be relieved of their respective obligations hereunder.

(c) In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

46. WAIVER

Waiver of one or more of the terms, provisions, conditions or undertakings of this License Agreement shall be in writing and shall be restricted to its particular scope and shall not operate as a modification of this License Agreement.

47. SEVERABILITY

The invalidity or illegality of any part of this License Agreement shall not affect the validity or enforceability of any other part of this License Agreement.

48. NO PARTNERSHIP

The Parties hereto are acting as independent contractors, and this License Agreement shall not create a partnership, joint venture, agency or employment relationship between the Parties.

49. ASSIGNMENT

(a) Neither this License Agreement nor any of the rights, duties or obligations of Licensee hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by Licensee, without the prior written consent of Licensors. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Licensors, be void and of no force or effect.

(b) Subject to the written consent of the City and the County, at no cost or expense to Licensors, Licensors may assign and delegate its rights, duties and obligations hereunder to a third party(ies).

(c) Licensee intends that this License Agreement will be assigned to and assumed by a Successor(s)-in-Interest (as defined below), pursuant to a negotiated assignment and assumption agreement by and among Licensors, Licensee, and such Successor(s)-in-Interest ("**Assignment Agreement**"), effective on, and in conjunction with, the Closing Date (as defined below) .

50. ENTIRE AGREEMENT

This License Agreement supersedes any previous agreements between Licensee and Licensors with respect to the presentation of the Production or a Game Day Event in the Venue, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous agreements shall be deemed terminated forthwith. In the event of an alteration or amendment of this License Agreement, the alteration or amendment shall be in writing, shall specifically refer to this License Agreement and shall be signed by both Parties and consented to in writing by the City and the County, in order for the same to be binding upon the Parties.

51. CONSTRUCTION

This License Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provision.

52. NOTICES

Except as otherwise herein expressly provided, all notices and other correspondence or communication between the Parties shall be in writing and shall be delivered, either in person, or by reputable overnight carrier (e.g., FedEx, UPS, etc.) to the Parties at the following addresses or such addresses as noticed in compliance with this Section 52:

If to Licensors:

Oakland-Alameda County Coliseum Authority
7000 Coliseum Way
Oakland, CA 94621
Attn: Executive Director

with a copy to:

AEG Management Oakland, LLC
Oakland Arena & Oakland-Alameda County Coliseum
7000 Coliseum Way
Oakland, CA 94621
Attn: Nicole Strange

with a copy to:

AEG Management Oakland, LLC
300 Conshohocken State Road, St 450
West Conshohocken, PA 19428
Attn: General Counsel

If to Licensee:

Oakland Pro Soccer LLC
c/o Lindsay Barenz
1220 Harbor Bay
Alameda, CA 94502

with a copy to:

Reuben, Junius & Rose, LLP
c/o Corie A. Edwards
1 Bush Street, Suite 600
San Francisco, CA 94014

53. LEGAL FEES

In the event any legal action is taken under this License Agreement, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees, cost of suit, and all other costs reasonably related to enforcement of its rights under this License Agreement.

54. COUNTERPARTS

This License Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement.

55. CONSENT OF CITY AND COUNTY

The City and County are not parties to this License Agreement and sign below only to reflect their consent to the License Agreement.

56. EFFECTIVE DATE; CONDITIONS

(a) The effectiveness of this License Agreement is conditioned on the extension of the term of the following agreements by no later than November 30, 2026: (i) that certain Amended and Restated Management Agreement dated as of May 1, 2000, by and among Licensor, the City and the County; (ii) the AEG Management Agreement and (iii) that certain Stadium Concession License Agreement dated as of March 14, 2025, by and between Licensor and SMG Food and Beverage, LLC, a Delaware limited liability company, dba Savor.

(b) This License Agreement shall terminate on the earlier of (i) the date (“**Closing Date**”) when the City and the County, as owners of the Venue, convey its respective ownership interest, either individually or together, to one or more third-party successor(s) (“**Successor(s)-in Interest**”), or (ii) December 21, 2026. The Parties acknowledge that the Term may be extended beyond the Closing Date by a Successor(s)-in-Interest and Licensee pursuant to an Assignment Agreement, if the Assignment Agreement is fully executed and effective as of the Closing Date.

IN WITNESS WHEREOF, Licensee and Licensor executed this License Agreement as of the Effective Date.

LICENSEE:

OAKLAND PRO SOCCER LLC
a California limited liability company

By:

Lindsay Barenz
President

[Signatures Continue of Following Pages]

LICENSOR:

Oakland-Alameda County Coliseum Authority,
a joint powers authority

By: _____
Nate Miley
Board President

Approved as to Form:

Donna R. Ziegler, County Counsel

By: _____
Name: _____
Title: _____

Approved as to Form and Legality:

Office of the City Attorney, City of Oakland

By: _____
JoAnne Dunec
Senior Deputy City Attorney

[Signatures Continue of Following Pages]

CONSENTED TO BY:

County:

County of Alameda,
a political subdivision of the State of California

By: _____
Name: _____
Title: _____

Approved as to Form:

DONNA R. ZIEGLER
County Counsel

By: _____
Name: _____
Title: _____

[Signatures Continue of Following Page]

CONSENTED TO BY:

CITY:

City of Oakland,
a municipal corporation

By: _____
Jestin D. Johnson
City Administrator

Approved as to Form and Legality:

By: _____
JoAnne Dunec
Senior Deputy City Attorney

EXHIBIT "A-1"

Storage Site

"Minus 22" in the Stadium

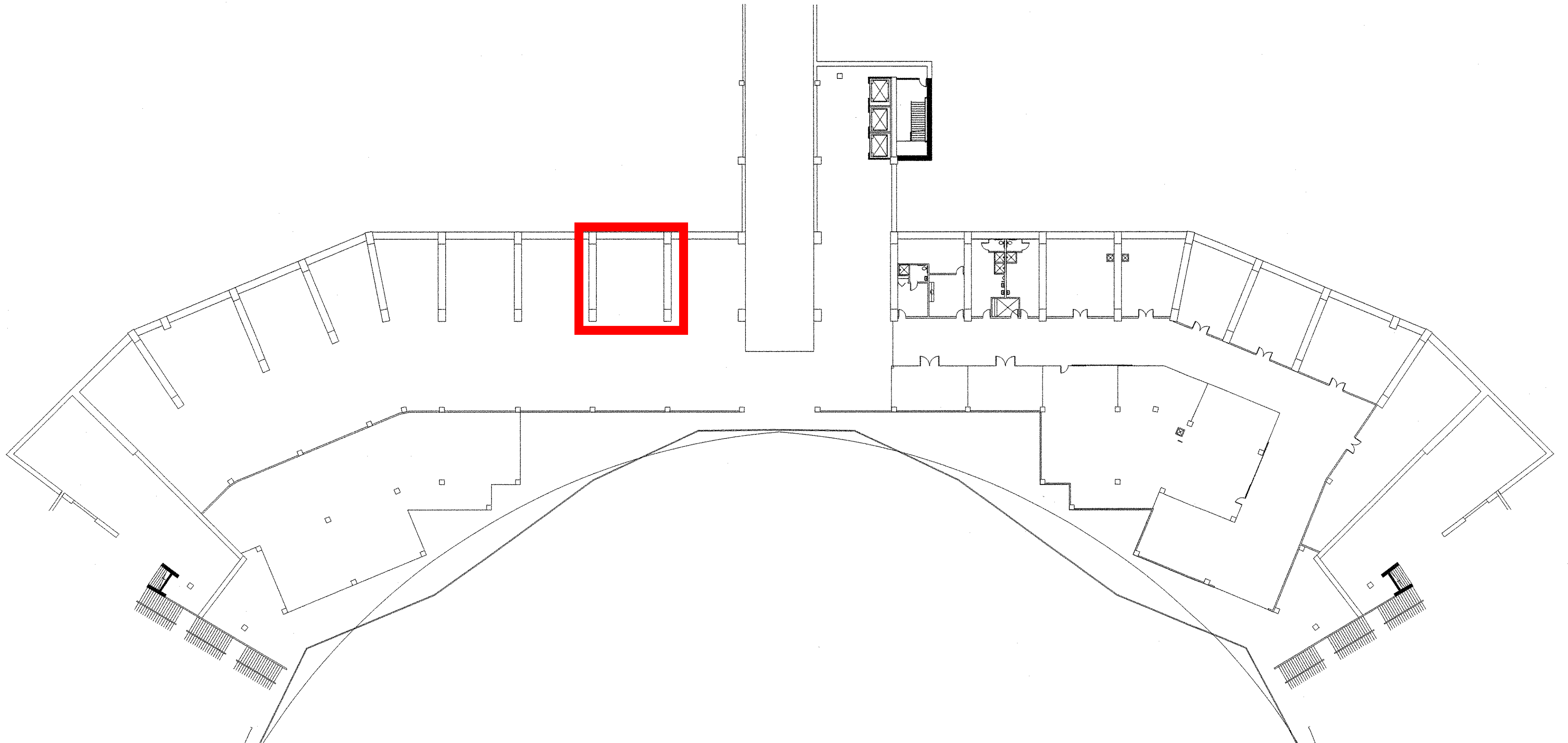


EXHIBIT "A-2"

Storage Inventory

EXHIBIT "A-2"
Storage Inventory

Description	Qty
A-Frames	10-15
Ball Stands	2
Bench Trolley	1
Bins, Black and Yellow	20-30
Canopy Tents, 10 ft. x 10 ft.	10-15
Chairs, Padded (Field Seats)	
Chairs, Tall (Field Seats)	
Corner Flags	4
Field Board Trolleys	3
Field Boards	
Goals	3
PBU	1
Player Benches	3
Rolling Dolly of Standard Chairs	1
Soccer Balls	50
Speedio Camera	1
Tables, 8 ft.	20
Trolleys for the Chairs	
ULine Rolling Bin of Signage	2-3
Weights for Goals	
Coolers	12
Team Trunks	10
Misc Game Day Signage/Flags	varies

EXHIBIT "B"

Licensee Suites

Exhibit B
Suite Locations

Club Suites

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Loge Suites

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EXHIBIT "C"

Licensee Sponsors

Exhibit C
Licensee Sponsors

WK	PARTNER	CATEGORY
#R1	Anthem Blue Cross	Health Insurance
	SeatGeek	Ticket Platform
	ThredUp	Sustainable Apparel
	Charly	Team Apparel & Soccer Footware
	McGuire & Hester	Build Design
	Samuel Merritt University (SMU)	Higher Education
	Visit Oakland	Travel & Tourism
	Viva	Airline
	Comcast / Xfinity	High Speed Internet
	Oakland Zoo	Zoo & Wildlife Park
	Ava Community Energy	Clean Energy
	UCSF BCH & UCSF Health	Health Care
	Jimador	Malt Liquor
	OAK Airport	Airport
	Modelo	Mexican Beer
	Electrolit	Sports Drink
	Pacific Gas & Electric Company	Resiliency Community
	Falck	First Aid
	AC Transit	Public Transportation
	ACLMC	Union
	Penumbra	Medical Devices
	Reuben, Junius, and Rowe	Attorneys
	BART	Transportation
	LiUNA!	Union
	Port of Oakland	Maritime & Aviation
	EBMUD	Utilities
	Service West	Office Furniture Logistics
	Mr. Espresso	Coffee/Beverage
	Capital Corridor	Transportation
	Torani	Beverage Flavoring/Sauces
	SF Bay Ferry	Water Transportation
	Dimes	Art Gallery
	Caltrans	State Transportation
	MercSac	Attorneys
	Opterra	Sustainable Services
	Ikea	Home Furnishings
	Harriman Law	Attorneys
	Blaisdell's	Office Supplies

WK	PARTNER	CATEGORY
	AirBNB	Travel & Tourism
	AAA	Insurance
	Trinet	HR
	BMO	Banking
	Poppy Bank	Banking
	Gusto	HR
	Gilead	Biotech
	Chime	Financial
	CashApp/Square/Tidal	Financial
	Harmless Harvest	Beverage
	Dryer's	CPG
	Ghiradelli	CPG
	Raising Cane's	QSR
	Burger King	QSR
	Gill Auto Group	Auto
	Graton Casino	Casino
	Instacart	Retail
	Sprout's	Retail
	Safeway	Retail
	Everyman Jack	Consumer Goods
	Lyft	Transportation
	Uber	Transportation
	Credit Karma	Financial
	Marqueta	Financial
	Sutter Health	Healthcare
	Clorox (and brands)	Consumer Goods
	Dick's Sporting Goods	Retail
	Sports Basement	Retail
	Google	Technology
	Salesforce	Technology
	Zoox	Transportation
	Exelixis Inc	Biotech
	Bayer	Biotech
	Figma	Technology
	Nike	Athletic Apparel
	Abbott	Biotech