



2014 JUL 10 PM 3:06

CITY HALL • ONE CITY HALL PLAZA • OAKLAND, CALIFORNIA 94612

City Council

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MEMORANDUM

To: Mayor Jean Quan, Council President Pat Kernighan and Councilmembers, City Clerk

Cc: City Attorney

From: Councilmembers Noel Gallo, Larry Reid and Rebecca Kaplan

Date: July 10, 2014

Re: Special Council Meeting on Wednesday, July 16, 2014

We, the undersigned Councilmembers, hereby request a Special City Council Meeting to take place on Wednesday, July 16, 2014 at 5:30pm. The purpose of the meeting is to adopt a Council Resolution approving and accepting the execution of the Stadium License Agreement between the Oakland Alameda County Coliseum Authority and Athletics Investment Group LLC.

Attached is the City of Oakland Resolution to be voted on, copy of the Oakland-Alameda County Coliseum Authority ("Authority") Staff Report, the Authority Resolution No. 2014, and the Authority letter transmitted with the Stadium License Agreement as approved at the July 3, 2014 Authority Board meeting.

Respectfully submitted,

Handwritten signature of Noel Gallo in black ink.

Councilmember Noel Gallo

Handwritten signature of Larry Reid in black ink.

Vice Mayor Larry Reid

Handwritten signature of Rebecca Kaplan in black ink.

President ProTem Rebecca Kaplan

OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY
2014 JUL 10 PM 3:14

July 3, 2014

STAFF REPORT

6a. Resolution Approving and Authorizing the Execution of a Stadium License Agreement between the Oakland Alameda County Coliseum Authority and Athletics Investment Group LLC

Background. The Oakland Athletics ("A's") have been operating at the O.co Coliseum under the current License Agreement (the "License") since October 31, 1995. It has been amended and extended a number of times. The last extension, in November 2013, extended the License through December 31, 2015. After the 2013 extension to the License was approved, the A's requested that the Authority work with them to come up with a longer term License Agreement. For a number of months, representatives of the A's and the Authority have been negotiating terms of that License. In light of the desires of both parties to reach a longer term agreement and to begin to work on the possible replacement of O.co as the home of the A's, the negotiators are proposing to the Authority a Stadium License Agreement (the "2014 License") which is attached to this report. The A's have expressed willingness to sign this form of 2014 License.

Proposed Terms of the Amendment. The following is a brief summary of some of the proposed terms of the Amendment. The full form of the proposed form of the Amendment is attached for review.

- Term. The term of the License would commence on the date the last approval is obtained and terminate on December 31, 2024.
- License Fees. The A's agree to pay license fees for use of the stadium of \$1.75 million in 2014; \$1.25 million in 2015, \$1.5 million from 2016 through 2019, and \$1.25 million from 2020 through 2024. The 2014 License explicitly prohibits the A's from withholding license fees as a method for resolving disputes and provides strong protection against such withholding in the future.
- Early Termination. The 2014 License provides for certain early termination rights.
 - *Construction of new Raiders' stadium.* The Authority is permitted to terminate the 2014 License if certain criteria are met with

respect to a plan to build a new stadium for use by the Raiders on the Coliseum site. This termination would take place 60 days after the end of the second baseball from the date the Authority give notice of an intent to terminate.. The clause permitting early termination by the Authority to accommodate a new Raiders' stadium contemplates that the A's would not have to leave the Coliseum Complex site, but could build their own new stadium on the site at a different location than the new Raiders' stadium.

- *The A's move from Coliseum site.* The 2014 License also provides that, beginning in 2016, the A's may give notice of an intent to terminate. Termination by the A's would be effective December 31 of the second year following notice. At the earliest, any termination by the A's could not take place until December 31, 2018. If the A's terminate in order to relocate to any permanent stadium site outside of the City of Oakland, the A's are required to pay in a lump sum the remaining license fees through the end of the term. This lump sum early termination payment by the A's would not be required if the A's were to move to a new stadium anywhere within the City of Oakland.
- Improvements to Stadium. The A's agree to spend not less than \$10 million to install a new scoreboard system in the stadium by the 2015 baseball season. The Authority agrees to pay for any structural work that may be required to support the scoreboard installation. The A's would pay to maintain and operate the scoreboard and retain all advertising generated from the scoreboard for A's games and events. The Authority will control the revenues from advertising on the scoreboard for all other events in the Stadium, including Raider's games. The Authority agrees to spend not more than \$1.5 million to provide enhanced lighting to the parking lot and certain areas of the Stadium.
- Stadium Maintenance and Repair. In connection with the Authority's obligation to maintain and repair the Stadium, the Authority agrees to fund a Stadium Maintenance Fund by setting aside \$1 million each year, increasing by 5% each year, to fund its ongoing maintenance and repair obligations. The A's may designate \$150,000 of this fund each year for a particular project. The Authority is required to maintain the stadium even if the amount required exceeds the amount available in this fund. The 2014 License provides for an expedited dispute resolution should the A's and the Authority disagree on the necessity and cost of the maintenance and repair obligation.
- Scoreboard caps. The Authority will pay \$200,000 per year for the use of the scoreboard caps where the O.co name is currently displayed. The 2014 License contains provisions that delineate the rights of the parties should the caps be

removed in connection with the installation of a new scoreboard.

- Continued Stadium Discussions. The 2014 License provides that the A's and the Authority will continue to engage in good faith discussions regarding the construction of a new permanent home for the A's on or adjacent to the Coliseum property.
- General Release of Claims. As a condition to entering into the 2014 License, the A's and the Authority agree to release all claims against the other party, including the claims that are the subject of an arbitration proceeding.
- Financial Impact to the Authority: *The A's have provided a financial analysis showing that, compared to the last 10 years of the 1995 License Agreement, the proposed 2014 License Agreement has the potential to return total cash value to the Authority of more than triple that provided by the 1995 License Agreement (and more than double the cash value on a present value basis).*

Further Approvals. The Management Agreement, between the Authority, the City of Oakland and the County of Alameda, requires that each of the City and the County approve the 2014 License. In addition, Major League Baseball must approve the 2014 License before it becomes effective.

Recommendation. Staff recommends that the Board of Commissioners adopt the resolution approving and authorizing the execution of the 2014 License and requesting that the City of Oakland and the County of Alameda approve the 2014 License..

Deena P. McClain
Acting Executive Director

STADIUM LICENSE AGREEMENT

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

and

ATHLETICS INVESTMENT GROUP LLC

**EXECUTION COPY – AS APPROVED
(July 3, 2014)**

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This Stadium License Agreement ("License"), effective as of the Signature Date, as defined herein, is entered into between Oakland-Alameda County Coliseum Authority ("Licensor" or "Authority") and Athletics Investment Group LLC d/b/a the Oakland Athletics ("Licensee") (together with Licensor the "Parties," each respectively a "Party"). All exhibits hereto are fully incorporated herein by this reference.

1. GENERAL MUTUAL RELEASE OF ALL CLAIMS

The Parties acknowledge that, separate and apart from the License, but as a condition of entering into the License, they are entering into a General Mutual Release and Waiver, dated as of or about the same date as the Signature Date, with respect to certain disputes as more particularly described therein.

2. BACKGROUND

2.1. **Licensor**. Licensor has the right to operate and manage the Oakland-Alameda County Coliseum Complex located on real property adjoining the Nimitz Freeway, Hegenberger Road and 66th Avenue, which has been improved with an arena (the "Arena"), stadium (the "Stadium"), parking area (the "Parking Area") and related roadways and other facilities identified on Exhibit A ("Complex"). Licensor has the right to grant all rights to Licensee granted in this License, subject to the acknowledgement and approval of this License by the City of Oakland ("City") and the County of Alameda ("County"), as owners of the fee interests in the real property comprising the Complex.

2.2. **Licensee**. Licensee owns and operates the Major League Baseball Club currently known as the Oakland Athletics ("Team").

2.3. **Previous License**. The Parties acknowledge and agree that this License replaces and supersedes for all purposes the Parties' Amended and Restated Stadium License Agreement dated October 31, 1995, as thereafter amended by the First through Eighth Amendments thereto (collectively, the "1995 License Agreement").

3. CONDITION OF AREAS OF COMPLEX LICENSED FOR USE: REPRESENTATIONS AND WARRANTIES

3.1. **Licensor Representations and Warranties**. Licensor understands that it is paramount that the Areas Licensed be equipped to handle all crowds in a safe manner throughout the Term. Except for conditions or deficiencies known only to Licensee and not reported to Licensor, and except for the condition of any systems, improvements, fixtures or equipment installed by or contracted to be installed by Licensee and that

Licensee is required hereunder to Maintain and Repair, Licensor represents and warrants to Licensee that Licensor has performed all work that is reasonably necessary to confirm that: (i) the Areas Licensed, and all parts thereof, are equipped to host in a safe manner the size and nature of the crowds and events expected by the Parties during 2014; and (ii) it is reasonable to expect that through the Parties' reasonable diligence and performance of the Maintenance and Repairs to which this License obligates them, the Areas Licensed will continue for the remainder of the Term to be equipped to host all crowds safely and to accommodate all events that are expected throughout the Term. Licensor further represents and warrants to Licensee that Licensor shall notify Licensee immediately if Licensor, at any point during the Term, discovers or reasonably suspects that the Areas Licensed are not equipped to safely host such expected crowds and events. Absent such notification to Licensee, Licensor's representations and warranties contained in subparagraph (i) above shall reaffirm as of January 1, 2015 for the 2015 calendar year and as of January 1st of each year in the Term thereafter, for those respective calendar years. Licensee shall immediately report any unsafe condition that becomes known to it to the Licensor in writing, whether or not Licensee believes that such condition is known to the Licensor.

3.2. **Licensor Indemnification.** In addition to its other indemnification obligations provided in this License, Licensor shall indemnify, defend, pay and hold Licensee and its Affiliates, and the respective owners, parents, officers, agents, employees, directors, shareholders and partners of each, and the respective successors and permitted assigns of Licensee and its Affiliates (collectively, "Indemnified Licensee Parties") harmless for, from and against any and all Liabilities, including for any Bodily Injury or Property Damage, caused by the breach of any of Licensor's representations and warranties provided in Paragraph 3.1; provided that such indemnity shall not apply to the extent any such Liabilities are caused by the negligence or willful misconduct of the Indemnified Licensee Parties nor to the extent the Indemnified Licensee Parties have expressly undertaken the obligation to indemnify Licensor for such Liabilities pursuant to the terms of this License.

4. AREAS LICENSED

4.1. Grant of Rights.

4.1.1. ***Exclusive Use.*** Subject to the terms and conditions of this License, Licensor grants to Licensee the exclusive right to use (a) the Stadium during the Baseball Season and (b) any areas of the Complex that are being used exclusively by Licensee as of the Signature Date, including without limitation the Oakland A's locker room, any offices or suite of offices and fixed location ticket offices occupied by Licensee for the conduct of its business as of the Signature Date, the two retail spaces

located near Stadium Sections 105 and 129, and any storage used exclusively by Licensee as of the Signature Date.

4.1.2. ***Non-Exclusive Use.*** Licensee and Licensors shall have concurrent use of common areas to facilitate use of the Stadium. Subject to Paragraph 4.1.1, Licensors grants to Licensee a non-exclusive right of access to all areas of the Complex, other than the Arena, when and if necessary to conduct Licensee's business at the Complex, provided that Licensee shall not access any such area in any way that will interfere with Licensors's rights or the rights of any other proper licensee of the Stadium or the Arena.

4.2. **Home Games.** Licensee will use the Stadium for all of Team's Home Games scheduled by MLB (subject to any changes by MLB to such schedules) to be played within the Team's Operating Territory.

4.3. **Parking Area.** Licensors grants Licensee the right to use the entire Parking Area for all Licensee Events, except that on such days Licensors may retain for itself parking sufficient for Licensors's operations. Licensors reserves the right to use the entire Parking Area on all other days, except that on such days Licensors shall make available to Licensee parking sufficient for Licensee's operations. Notwithstanding the foregoing, however, the Parties understand the importance of cooperation with respect to the Parking Area given the varying events that occur at the Complex and the presence of multiple parties at the Complex. The Parties therefore agree to use their best efforts to work with one another to resolve all parking related matters, with the intention that unless the Parties hereafter mutually agree on changes thereto, administration of the Parking Area shall work in materially the same manner as the Parties administered the Parking Area in 2013.

4.4. **Licensors Uses.** Licensors shall have the right to use all areas of the Stadium contemporaneously with Licensee so as to perform any of Licensors's obligations under this License, but shall not unreasonably interfere with Licensee's use.

4.5. **Exclusive for Professional Baseball.** Licensee, so long as it is not in default under this License, shall have the exclusive right to play professional baseball games in the Stadium.

4.6. **Nature of Interest Granted to Licensee.** The Parties hereby acknowledge and agree that none of the licenses or other rights granted by Licensors to Licensee pursuant to this License is or constitutes for any purpose an interest or estate in any real property, including without limitation the land and improvements constituting the Complex.

4.7. **Revenue Generation.**

4.7.1. ***Revenues.*** Licensee shall control, collect, receive and retain all revenues deriving from its operations, including but not limited to all revenues from ticket sales and distribution, merchandise sales, product and other retail sales, concessions (subject to Paragraph 12), novelties, parking (subject to Paragraph 6), telecast and broadcast rights, pouring rights, advertising, sponsorship, promotional and signage rights (subject to Paragraph 11), asset-specific branding rights to internal Stadium areas, luxury suite sub-licenses and any other revenues, consideration, barter, trade, in-kind or other benefits however derived or generated by Licensee, the Team and/or by Licensee Events and Other Events. Licensor shall control, collect, receive, retain or permit licensees other than the Licensee to retain all other revenues, including but not limited to all revenues from ticket sales and distribution, Stadium naming rights, merchandise sales, product and other retail sales, concessions (subject to Paragraph 12), novelties, parking (subject to Paragraph 6), telecast and broadcast rights, advertising, sponsorship, promotional and signage rights (subject to Paragraph 11), luxury suite sub-licenses and any other revenues, consideration, barter, trade, in-kind or other benefits however derived or generated by Licensor and/or Licensor Events, Arena Events and/or retained rights under Paragraph 11.3.3.

4.7.2. ***Operations and Contracts.*** Licensee, in its sole discretion and subject to this License and applicable law, may take any and all actions and utilize any and all processes it deems appropriate to exercise its revenue generation rights, including but not limited to hiring third parties, to whom Licensee may grant a limited sub-license to enter the Areas Licensed to perform tasks as directed by Licensee. Licensor, in its sole discretion and subject to this License and applicable law, may take any and all actions and utilize any and all processes it deems appropriate to exercise its revenue generation rights, including but not limited to hiring third parties or assigning or otherwise transferring its revenue generation rights to third-parties, and in doing so, Licensor may grant any and all licenses or delegate any and all powers or privileges that, as the operator and manager of the Complex for the City and County, it may wish to grant or delegate.

5. **STADIUM MANAGEMENT**

5.1. **Equipment.** Licensor shall provide dugouts, bullpen areas, outfield fences, home plate backstops, foul ball netting, and foul poles of types, construction and quality substantially similar to their equivalents in other stadiums used to host MLB Championship Season games, a public address system of sufficient quality to broadcast live announcements and other audio programming at Licensee Events (but no less of a public address system than exists as of the Signature Date), adequate lighting and a press box area reasonably consistent with industry standards and any applicable MLB

requirements. Licensee shall provide all other equipment, on-field surface improvements, furniture and furnishings necessary for MLB games and all equipment required for electronic media broadcasting and telecasting services for baseball. Each Party, at its own expense, shall Maintain and Repair all equipment, furniture and furnishings provided by it. Nothing in this Paragraph 5.1 relieves Licensor of any of its obligations set forth in Paragraph 5.7 and its subparagraphs.

5.2 **License to Operate.** Licensee shall provide or cause to be provided all goods and services necessary to operate the Stadium for Licensee Events and Licensor or its designee shall provide or cause to be provided all goods and services necessary to operate the Stadium for Licensor Events. Such goods and services shall include but not be limited to heat, electricity, water, gas, sewage, janitorial and rubbish removal. The Parties shall administer and allocate the foregoing charges as they administered and allocated such charges during the 2013 calendar year, including that (a) Licensee shall be charged only the properly measured allocation of metered utilities used on days of Licensee Events and (b) Licensee's charges for electricity shall be limited to (i) the dates on which Licensee Events are held at the Stadium and (ii) the day preceding each of Team's homestands.

5.3 **Certain Systems.** Licensee and Licensor shall each be responsible for their own telephone systems, internet systems and equipment used in the Stadium.

5.4 **Personnel.** Except as otherwise provided in this License, Licensee shall provide all personnel required for a Licensee Event. By way of example such personnel may include but not be limited to ticket sellers, ticket takers, ushers, security and traffic officers, janitors working during an event, laborers, stagehands, engineers, matrons, nurses and supervisors, and a public address announcer.

5.5 **Playing Field.** Subject to Licensor's obligations under Paragraph 5.7.3.3, Licensee, at its cost, shall provide qualified personnel at all times during the Baseball Season to prepare the playing field to a condition meeting MLB standards. Licensee shall have the right to direct the manner in which the playing field is maintained so that all detail and finishing work necessary to maintain or alter the playing characteristics of the playing field are performed as directed by Licensee. Licensee shall pay all costs and expenses to prepare and maintain the playing field throughout the Term, except that Licensor shall pay all costs incurred to prepare the field for any Licensor Event and to restore the playing field to its required condition for Home Games as a result of a Licensor Event.

5.6 Security.

5.6.1 ***Parties to Cooperate on Security Matters.*** Licensor and Licensee agree that security at the Complex is a very important matter. The Parties acknowledge that any security issues at the Complex create risk to both Parties and impact the image of the Complex and the Parties. The Parties agree to cooperate with one another on all Complex security programs in order to maintain the security quality at the Complex as of the Signature Date, to minimize security risks at the Complex and to increase security at the Complex in compliance with any standards implemented by MLB.

5.6.2 ***Licensor Provision of Additional Security.*** Licensee shall provide security sufficient to cover all Licensee Events. If Licensee requests that Licensor provide any security for Licensee Events beyond the level of security that the Licensee provides at Licensee Events, such security may be provided by Licensor only on the condition that Licensor first obtains from Licensee a mutually agreeable executed contract which specifies, among other things, payment provisions, the specific nature of the security to be provided, all appropriate limitations on Licensor's obligations, and all appropriate indemnification to Licensor. In any case, Licensee shall also have the obligation to promptly pay or reimburse Licensor for the costs and expenses of any such Licensor-provided security upon Licensee's receipt of an invoice from Licensor reflecting the costs and expenses incurred by Licensor for the requested additional security for Licensee Events. Licensee shall reimburse Licensor promptly after receipt of proper invoices for all of Licensor's costs of increased security personnel for Licensee Events over such security maintained by Licensor at times when no events are held at the Stadium. Licensor shall continue to provide security at the Complex generally in substantially similar form as it did during 2013, and the parties will work together in good faith to effectuate this Paragraph 5.6 with the intention that security matters proceed in the same fashion as they did during 2013.

5.6.3 ***Enhanced Lighting.*** Licensor acknowledges the need for additional and improved lighting in certain areas in and around the Stadium, particularly the Parking Area. Within twelve (12) months of the Parties' agreeing on the scope of the enhanced lighting that is needed, Licensor shall undertake and complete the installation of all additional and improved lighting that is needed in order to bring such lighting to an enhanced condition mutually agreeable to the Parties. The Parties agree, however, that the total cost to Licensor of this lighting project shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

5.7 **Licensor Maintenance and Repairs.**

5.7.1 ***Stadium Maintenance Fund.*** In each year of the Term, Licensor shall provide in its budget for a "Stadium Maintenance Fund" in the amount of at least One Million Dollars (\$1,000,000.00). The Stadium Maintenance Fund shall be used for Licensor's Maintenance and Repairs required hereunder. Following the first year of the Term, Licensor shall increase the amount of the Stadium Maintenance Fund by increasing the preceding year's budgeted amount by at least five percent (5%). Subject to Licensee's obligations under Paragraph 5.8, which obligations Licensee must continue to discharge at its own cost, for each year of the Term Licensee may direct Licensor's use of budgeted Maintenance and Repair funds up to One Hundred Fifty Thousand Dollars (\$150,000.00) for Maintenance and Repairs requested by Licensee to be performed by Licensor (including that Licensee may "earmark" all or part of such funds for work to occur in future years; provided, however, that no more than \$150,000.00 may be earmarked for any particular future year). To facilitate and enable Licensee to exercise its right to direct the use of certain funds each year, Licensor will provide quarterly reports to account for the uses of budgeted funds in the Stadium Maintenance Fund in the preceding quarter.

5.7.2 ***Stadium Maintenance Fund Not a Limitation or Cap.*** The Parties agree that the Stadium Maintenance Fund is an annual budgeting mechanism designed to ensure that a certain amount of funds is available each year for Maintenance and Repairs and to facilitate tracking of Maintenance and Repair expenditures. Licensor acknowledges that the existence of the Stadium Maintenance Fund does not limit its Maintenance and Repair obligations or put a maximum limit on the amount that it must spend for Maintenance and Repair work. Licensor further acknowledges that compliance with those obligations may require expenditures exceeding the amount in the Stadium Maintenance Fund in any given year.

5.7.3 ***Licensor Responsibilities.***

5.7.3.1 **Maintenance and Repair.** Licensor, at all times during the Term, shall perform all Maintenance and Repairs of the Stadium (except such items as Licensee Maintains and Repairs as specifically provided herein), including specifically Maintenance of and Repairs of the following associated areas, structures and equipment:

- (a) All structural parts of the Stadium including the roof, windows, walls, floors, pillars and columns;
- (b) The electrical system including all electrical light standards, light fixtures and wall sockets but not

including light bulbs or moveable electrical equipment;

- (c) The heating, ventilating and air conditioning systems;
- (d) The plumbing systems including without limitation all pipes and plumbing fixtures such as sinks, toilets and water fountains;
- (e) The Parking Area and underground utilities (to the extent such utilities are under the direct or indirect control of Licensor) subject to Paragraph 6 and its subparagraphs;
- (f) The Stadium seats;
- (g) The field drainage system;
- (h) All elevators and escalators;
- (i) All sound systems and related equipment, except in connection with any new audio components that Licensee installs as part of the Display Equipment Project, which shall be Maintained and Repaired by Licensee as provided within Paragraph 11.4;
- (j) All Stadium televisions and all amplifier and other systems feeding to such televisions;
- (k) All cabling of any nature within the Stadium except cabling installed and used exclusively by Licensee;
- (l) Licensee's office space and storage provided pursuant to this License and all items and systems of the type listed in subparagraphs (a) through (k) above that affect and/or are used within Licensee's office space and storage; and
- (m) All other property, systems, equipment and fixtures currently maintained and repaired by Licensor,

owned by Licensor or installed at Licensor's direction.

Licensor's Maintenance and Repair obligations shall not include the furniture, fixtures, computers or other equipment of Licensee or of any concessionaire. Licensor shall not charge Licensee any amounts related to Licensor's obligations, but in the event that Licensor is required to Repair any of the items described above as a result of Licensee's negligence or willful misconduct, Licensee shall pay the costs of such Repair.

5.7.3.2 ADA Compliance. Licensor shall ensure that all Complex structures comply with the Americans with Disabilities Act of 1990 ("ADA"), as now and hereafter amended, and any and all other similar requirements under applicable laws. Licensor shall pay for and diligently complete any required modifications to any or all structural parts of the Complex necessary to comply with such laws (including without limitation changes to such laws or the interpretation of such laws by any regulatory or quasi-judicial body with jurisdiction over the Complex). Notwithstanding the preceding sentence, Licensee shall remain obligated to make any operational changes that may be necessary to ensure ADA compliance, if possible given the Stadium's structure and configuration. Provided, however, that subject to applicable law and to Licensor's continued obligation to perform all obligations of the Class Action Settlement Agreement signed by the Parties in or about June 1999 (the "Class Action Settlement Agreement"), Licensor shall not be required to make any modifications to any fixtures, improvements or structural parts of the Stadium (such as the field level seats) that are expressly permitted to remain unmodified by applicable provisions of the Class Action Settlement Agreement.

5.7.3.3 Field Turf. Licensor shall at its sole cost and expense re-sod the field turf of the Stadium (a) before each Baseball Season within the Term and (b) in the event so required in writing by MLB or if in Licensee's reasonable judgment, replacement of all or substantially all of such area is required to comply with any standards imposed by MLB. Notwithstanding the foregoing, there shall be no re-sodding required of Licensor outside of the Baseball Season if no Licensor Events occur outside of the Baseball Season.

5.7.3.4 Use of Third-Party Consultant for Informal Resolution of Maintenance and Repair Disputes. Should any dispute arise that involves Licensor's Maintenance and Repair obligations under Paragraph 5.7.3 and that involves either individually or cumulatively in any annual period at least Seventy-Five Thousand Dollars (\$75,000.00) in controversy, the Parties will jointly retain a mutually agreeable independent third-party consultant having expertise appropriate to the matters in dispute, and instruct that consultant to review the matter or matters in controversy and issue

written recommendations. The costs of the consultant will be shared by the Parties on a 50/50 basis. Although the consultant's recommendations will not be binding, the Parties will endeavor in good faith to abide by the recommendations.

5.7.3.5 Expedited Process for Binding Resolution of Maintenance and Repair Disputes. Any dispute that involves Licensor's Maintenance and Repair obligations under Paragraph 5.7.3 and that involves either individually or cumulatively in any annual period at least Seventy-Five Thousand Dollars (\$75,000) in controversy shall be subject to expedited arbitration under Paragraph 38, provided that, before initiating any such expedited arbitration, the Parties must have exhausted their ability to resolve the dispute informally using a third-party consultant under Paragraph 5.7.3.4.

5.7.4 ***Licensee Right to Maintain or Repair.*** In the event that Licensor breaches any of its Maintenance or Repair obligations under Paragraph 5.7.3.1, Licensee shall have the right, upon written notice to Licensor, to undertake any such Maintenance and Repairs on its own. So long as Licensee provides Licensor a reasonable opportunity to cure and gives at least 30 days' advance written notice of Licensee's intention to undertake its own Maintenance or Repair work (except in emergency circumstances where work must be done on an emergency basis and may be authorized by Licensor or a designee of Licensor who is present on-site, in which case no advance written notice or opportunity to cure shall be necessary), and so long as Licensee establishes in a Paragraph 38 proceeding (whether or not brought on an expedited basis under Paragraph 5.7.3.5) an actual breach or breaches of Paragraph 5.7.3.1 by Licensor, Licensee may obtain reimbursement from Licensor for the reasonable, verifiable costs of performing or contracting to perform the Maintenance or Repair work that was necessitated by Licensor's breach(es).

5.8 **General Condition of Stadium.** During the Baseball Season and for all Licensee Events, Licensee, at its cost and expense, shall keep the Stadium in a clean, orderly and aesthetically pleasing condition. During all other parts of the Term and for Licensor Events during Baseball Season, Licensor, at its expense, shall keep the Stadium in a clean, orderly and aesthetically pleasing condition. Licensor shall continue to provide any janitorial service it provides to Licensee as of the Signature Date for Licensee's occupied areas, but Licensee shall also continue to have the obligation to keep its offices, storage areas and other exclusive areas in an orderly and aesthetically pleasing condition.

5.9 **Alteration of the Stadium.** Licensor may make such alterations or additions to the Stadium and the structures, equipment and fixtures located therein, not owned by Licensee, as Licensor deems appropriate, but Licensor shall obtain Licensee's

prior written consent before doing anything that would materially adversely affect the use of the Stadium by Licensee. Neither Party shall alter or add to any structures, equipment or fixtures of the other without the other Party's prior written consent. Any work performed by Licensor during use by Licensee of the Stadium for any Licensee Event, except for work requested by Licensee or required by this License to remedy an emergency situation threatening or causing material damage to persons or property, shall be performed in a manner to avoid as much as reasonably possible any interference with Licensee's use of the Stadium and in no event shall prevent Team from playing a scheduled Home Game or Licensee from holding Other Events.

5.10 **Scheduling.**

5.10.1 ***Notice of Dates.*** Licensee and Licensor shall each use best efforts to address all Licensee/Team and Raiders scheduling concerns. Licensor shall provide Licensee all iterations of the planned Raiders schedule (Pre-Season, Regular Season, and possible Post-Season) promptly once received and shall stay in regular contact with Licensee regarding such schedule. Licensee shall provide Licensor all iterations of the Team's planned schedule (Pre-Season, Regular Season, and possible Post-Season) promptly once received and shall stay in regular contact with Licensor regarding such schedule. If scheduled Home Games are canceled, postponed and/or rescheduled, Licensee shall promptly notify Licensor. Subject to MLB Rules and Regulations, Licensee shall work in good faith with Licensor and the Raiders to attempt to accommodate a football schedule that does not conflict with Licensee Events, including, but not limited to, as provided in Paragraph 5.10.3.

5.10.2. ***Other Events.*** Upon Licensor's prior written consent, Licensee shall have the right upon the later of January 1st of each calendar year or sixty (60) days prior written notice to Licensor to schedule other baseball-related events for the Stadium not described in Paragraph 5.10.1 above ("Other Events") both during and outside of any Baseball Season. Licensor shall notify Licensee of Licensor's approval or disapproval of any such scheduled event by the later of January 31st or ten (10) business days after delivery of Licensee's notice, which notice shall set forth in sufficient detail Licensor's grounds for its determination. Licensor's and Licensee's respective rights and obligations for such events shall be as otherwise provided in this License for Home Games, except that Licensee shall promptly reimburse Licensor upon receipt of a proper invoice for all costs and expenses reasonably incurred by Licensor in connection with the provision of increased security and Maintenance and Repair costs arising as a direct result of any Other Events occurring outside of the Baseball Season (together with copies of reasonable backup verification of such costs including invoices, cancelled checks, or other proof of payment or payment obligation).

5.10.3 ***Exclusive Right to Stadium Use.*** Licensee shall have the exclusive right to use the Stadium throughout each Baseball Season, but shall use its best efforts to influence MLB to ensure that there are at least two scheduled open weekend dates (*i.e.* Friday, Saturday, or Sunday) during the NFL pre-season each year for Raiders' preseason games. Except for scheduled dates of Raiders' games, which is a use of the Stadium for which Licensee must work in good faith to permit and have a reasonable basis for declining during Baseball Season, Licensor may use the Stadium during the Baseball Season only upon Licensee's prior written approval, which approval Licensor acknowledges may be withheld in Licensee's absolute discretion for the date of any Licensee Event and for any dates including and between the day before the commencement of and the last day of any of the Team's homestands. In connection with the development of each baseball and football schedule, Licensor, Licensee and the Raiders will attempt to accommodate the reasonable scheduling requirements of each other and of the respective leagues and will work in good faith to resolve any disputes arising therefrom. The Parties acknowledge that MLB may not allow Licensee to commit to make the two football weekends available in each of August and September non-consecutively, nor, because of playoffs and the World Series, will MLB commit to make any weekend in October available for scheduling of a football game. Subject to all of the above, the Raiders shall have scheduling priority and the absolute right to use the Stadium for its games from the end of Team's Baseball Season each year through the end of the following January.

5.10.4 ***Protected Dates.*** Not later than January 15th of each year within the Term, Licensee may designate to Licensor in writing up to five (5) Home Games on which dates Licensor agrees not to schedule any Licensor Event or to permit any Arena Event (other than a Warriors game) unless it (a) concludes at least two (2) hours prior to the scheduled start of a Home Game; or (b) commences at least six (6) hours after the scheduled start of a Home Game.

6. PARKING AND ACCESS AREA

Subject to the limitations contained in Paragraph 6.3, Licensee or its agent shall operate the Parking Area on the days of all Licensee Events and Licensor or its agent shall operate the Parking Area on all other days. Each Party shall retain discretion in setting parking charges for the events for which such Party operates the Parking Area.

6.1. Maintenance, Repairs and Cleaning.

6.1.1. ***By Licensor.*** Licensor shall Maintain and Repair the Parking Area according to Paragraph 5.7.3.1 and in doing so shall use its best efforts to cause the least disruption to attendees of Licensee Events.

6.1.2. **By Licensee.** Subject to Paragraph 6.3, Licensee shall conduct all cleaning of the Parking Area after all Licensee Events.

6.1.3. **Unauthorized Merchandise Sales.** Licensor shall use its best efforts to prevent any sale in the Parking Area of any publications, souvenirs, novelties or similar merchandise related to Team or MLB unless expressly authorized by Licensee or MLB, and shall use best efforts to promptly communicate to Licensee any suspected unauthorized sales. Licensor shall have no obligation to institute legal action or to report such conduct to criminal authorities and seek prosecution of same. Licensor shall, upon Licensee's reasonable request, delegate or assign to Licensee whatever rights Licensor may possess sufficient to confer standing upon Licensee to institute such legal action, report such conduct or seek such prosecution, and shall provide to Licensee reasonable cooperation on the matter.

6.2. **Revenues.** Subject to Paragraph 6.3, Licensee shall retain all parking revenues collected for Licensee Events.

6.3. **Dual Event Parking.** Where a Licensee Event is held on the same day as a Licensor Event ("Dual Event Day"), the Parties agree that operational control and fiscal management of parking shall continue to be handled by working together in good faith in accordance with the custom and practice implemented between the Parties during 2013. When parking revenues are allocated according to the formula set forth on Exhibit B, parking security and cleaning costs will also be prorated between Licensee and Licensor using the Exhibit B formula. Where reasonably possible (for instance, where the Licensee Event and Licensor Event are held at different times), for each Dual Event Day the Parties shall work with one another in good faith to determine a schedule whereby one Party shall manage and retain all revenues from parking operations up to a certain time, upon which time the other Party shall assume the management of and retain all revenues from parking operations.

7. TERM AND TERMINATION

7.1. **Term.** This License shall commence on the Signature Date and end on December 31, 2024 ("Term") unless terminated earlier as provided in this License.

7.2. Early Termination Rights.

7.2.1. **By Licensee.** Beginning January 1 of the second full year of the Term (January 1, 2016 – December 31, 2016), Licensee shall have the right to terminate this License prior to expiration of the Term by providing Licensor written notice of intent to terminate on or before December 31st of any year during the remainder of the Term,

with the effective date of termination occurring as of December 31st of the second year following notice. If Licensee terminates this License in connection with any move to a stadium outside of the City, Licensee shall pay on the effective date of termination, in lump sum, all annual license fees pursuant to Paragraph 8.1 below for the remainder of the full 10-year Term, as if this License were operative throughout the Term and had not been terminated. Licensee shall not be obligated to pay such annual license fees if Licensee terminates this License in connection with a permanent move to a new or re-built stadium on or adjacent to the Complex site or to a different stadium within the City.

7.2.2. **By Licensor.** Licensee acknowledges that a plan may develop for construction of a new football stadium for the Oakland Raiders. Licensor shall keep Licensee reasonably informed of any information related thereto. If Licensor presents Licensee with a Raiders Construction Plan, Licensor and Licensee shall, for a period of thirty (30) days thereafter, negotiate in good faith for an amendment to this License that will account for the financial, operational and other consequences that Licensee would suffer from the construction and operation of such planned football stadium. Such negotiations shall not be necessary if the Raiders Construction Plan includes substantial demolition of the Stadium. If such good faith negotiations are unsuccessful or unnecessary, Licensor may terminate this License upon written notice of intent to terminate to Licensee, such termination to take effect sixty (60) days after the conclusion of the second (2d) Baseball Season that commences after such notice. (By way of example, if Licensor provides Licensee with such termination notice on June 15, 2016, this License will terminate sixty (60) days after the conclusion of the 2018 Baseball Season.) Between the time notice of termination has been given and the date of actual termination, Licensee shall cooperate in good faith with any activities by Licensor or its designees that may be necessary to prepare the site in advance of construction, including by providing reasonable access to any areas for which Licensee has exclusive use rights, so long as no actions are taken by Licensor or its designee and nothing is required of Licensee that unreasonably interferes with Licensee's operations. For the sole purpose of a possible termination to accommodate a Raiders Construction Plan, the Parties agree to amortize on a monthly, straight-line basis (i) Licensee's total verified cost reported to Licensor under Paragraph 11.2 for the Display Equipment Project, plus any amount paid directly to Licensor thereunder, and (ii) all other amounts paid by Licensee during the Term for mutually agreed upon improvements to the Stadium or Complex ("Additional Licensee Improvements") under Paragraph 5.9, provided that Licensee's costs for Additional Licensee Improvements will be subject to amortization hereunder only if Licensor shall have acknowledged to Licensee in writing at the time of Licensor's approval of such Additional Licensee Improvements under Paragraph 5.9 that such improvements will be subject to the provisions of this Paragraph 7.2.2. Amortization shall occur from the last day of the month in which the particular improvement is completed throughout the remainder of the planned 10-year Term. Following termination

by Licensor in connection with a Raiders Construction Plan, Licensor shall pay Licensee the entire unamortized balance of such improvement costs as measured from the date of completion of installation of the improvements being amortized to October 31st of the year in which termination is to take effect. Licensor shall make such payment not later than December 31 of the year in which termination becomes effective. By way of example, if (a) the Display Equipment Project is completed during March 2015 and the total verified project cost is \$11,020,000 and (b) Licensor provides proper termination notice on June 15, 2016, then (x) the \$11,020,000 will be amortized on a monthly schedule from March 31, 2015 through October 31, 2024, with \$95,000 amortized on the last day of each month beginning on March 31, 2015, (y) this License shall terminate effective sixty (60) days after the conclusion of the 2018 Baseball Season and (y) Licensor shall pay Licensee, no later than December 31, 2018, the lump sum of \$6,840,000 (\$11,020,000 minus (44 months times \$95,000)), plus whatever sum may be due for the costs of Additional Licensee Improvements, utilizing the same amortization methodology. The Parties acknowledge, however, that subject to Paragraph 16, Licensor's obligation to pay Licensee under this Paragraph 7.2.2 may, and likely would, be passed through to any third-party developer that undertakes the Raiders Construction Plan.

8. LICENSE FEES

8.1 **License Fees.** Licensee shall pay to Licensor an annual license fee of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) for 2014, One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) for the first full year of the Term (January 1, 2015 – December 31, 2015), and after that, One Million Five Hundred Thousand Dollars (\$1,500,000.00) for each of years two through five of the Term (2016 through 2019), and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) for each year of years six through ten the Term (2020 through 2024). Except for fees in 2014, when payment was due June 30, 2014, the full and timely payment of which is a condition of the Parties' entry into this Agreement, Licensee shall make each annual payment April 1st of each year of the Term. Each payment shall be due and owing immediately upon each payment date and shall be considered payment in advance for all use and other rights granted under this License during the subsequent twelve months. Subject to Licensee's right to cure under Paragraph 22.1.2, any late payment shall be subject to a late fee of two thousand five hundred dollars (\$2,500) per day and any accumulated delinquency shall carry interest at a daily compounded interest rate of ten percent (10%) per annum.

8.2 **Prohibition on Deductions.** Licensee shall not deduct, offset or otherwise withhold any amounts payable by it to Licensor under this License Agreement except to the extent expressly authorized under Paragraphs 17.1, 17.2, 17.3, 20.2, 23.2 or

27.2 herein. Any payment delinquency uncured under Paragraph 22.1.2, including any unauthorized deduction, offset or other withholding (a) shall (in addition to the late charges and interest under Paragraph 8.1), accrue pre-judgment interest at the maximum statutory interest until paid in full, (b) shall trigger a payment owing to Licensor to compensate it for difficult-to-calculate harm in the amount of all remaining Annual License Fees under Paragraph 8.1, and (c) shall give Licensor the right, at its option, to seek declaratory and injunctive relief in court or in arbitration (notwithstanding Paragraph 38) terminating the License and all of Licensee's rights thereunder, including its rights of use and occupancy under Paragraph 4, effective immediately if the delinquency takes place outside of the Baseball Season, or otherwise effective on the day after the conclusion of the last Licensee Event during the Baseball Season in which the delinquency took place. Monetary recovery for any such delinquency may be sought in court or in arbitration, at Licensor's option, notwithstanding the provisions of Paragraph 38 herein. Should Licensor file an action seeking monetary relief for any delinquency under Paragraph 8, Licensor shall be entitled to recover its entire attorney's fees and costs upon entry of judgment in its favor or in the event that any of the delinquency is paid or ordered paid prior to entry of final judgment.

9. LICENSEE'S COVENANTS

Licensee shall do all acts required to maintain its membership in good standing with MLB. Licensee shall notify Licensor promptly after receipt of any information that Licensee is the subject of any action or contemplated action that could affect Licensee's right to continued good standing in MLB.

10. RADIO AND TELEVISION

10.1. **Radio.** Licensee shall have the right to, or to cause its rightsholder(s) to, broadcast and disseminate by radio all reports of all or any part of any Licensee Event and related programming occurring in the Complex. Licensee shall keep all revenues deriving from such activities.

10.2. **Television.** Licensee shall have the right to, or to cause its rightsholder(s) to, telecast all or any part of any Licensee Event and related programming occurring in the Complex. Licensee shall keep all revenues deriving from such activities.

10.3. **Online and Other Forms of Media.** Licensee shall have the right to, or to cause its rightsholder(s) to, disseminate over the internet and any other current or future forms of media any audio or visual depiction of all or any part of any Licensee Event and other Team-related programming occurring in the Complex. Licensee shall keep all revenues deriving from such activities.

10.4. **Identification.** Licensee shall take commercially reasonable measures to cause its rightsholders to announce and/or display the name and location of the Stadium at least three (3) times during each radio and television broadcast of a Licensee Event.

10.5. **Rights of Others.** The opposing team and MLB, and each of their rightsholders, shall have rights identical to Licensee's rights provided under Paragraphs 10.1 through 10.3 above.

10.6. **No Licensor Rights.** Licensor acknowledges and agrees that it shall have no right to broadcast or disseminate any audio or visual depiction of any Licensee Events, whether via radio, television, online or in any other form now existing or hereafter developed. Licensor further acknowledges and agrees that other than the rights it grants under this License, Licensor shall have no right to authorize any party to broadcast or disseminate any audio or visual depiction of any Licensee Event, whether via radio, television, online or in any other form now existing or hereafter developed.

10.7. **Media Access.** Licensee's invited media shall have reasonable access to the Stadium (and remainder of the Complex, as reasonably necessary) prior to, during and after Licensee Events, including substantially the same accommodations and facilities for all media equipment, including trucks, as are typically provided in other MLB stadiums.

11. ADVERTISING

11.1. **Attraction Panel and Freeway Marquee.** Throughout each Baseball Season and for a 30-day period prior to the commencement of each Baseball Season, Licensor will display on the attraction panel located adjacent to the Nimitz Freeway that the Stadium is the "Home of the Oakland Athletics." During the Baseball Season and during Licensee's Spring Training, Licensor will display on the freeway marquee the date, time and opponent for Licensee's next Home Game/series or other information reasonably requested by Licensee. When such promotional announcements are required to be displayed by this Paragraph 11.1, Licensor shall display such announcements a commercially reasonable number of times each day in a manner and with a frequency that is consistent generally with the number of times Licensor displayed such announcements during 2013. The provisions of this Paragraph 11.1 are expressly subject to the applicable rules, regulations and consent requirements of the California Department of Transportation.

11.2 **Stadium Display Equipment.** Licensee shall, no later than October 31, 2014, commit to spending not less than Ten Million Dollars (\$10,000,000.00) to purchase

and install (i) two (2) new digital video/score boards, a new digital ribbon board or boards on the Stadium Plaza Level Façade (the video/score boards and ribbon boards will be referred to collectively as "Digital Displays"), and, if Licensee chooses to do so, in its sole discretion but subject to Licensor's approval below, a new integrated audio system, and (ii) and associated new control room equipment capable of programing, controlling and storing digital content for the new Digital Displays along with associated audio (collectively, all components, equipment and systems comprising and related to the new Digital Displays, the new audio system, if installed, and the associated new control room, will be referred to as the "Display Equipment"). Licensor acknowledges that, by agreeing to undertake the purchase, installation, maintenance and repair of the Display Equipment (the "Display Equipment Project"), Licensee will be relieving Licensor of substantial future Maintenance and Repair costs that Licensor would otherwise be required to bear. The Parties agree that time is of the essence for the completion of the Display Equipment Project. As soon as possible after the Signature Date, Licensee commits to provide to Licensor detailed costs, plans and equipment specifications for the Display Equipment and to seek Licensor's approval for the Display Equipment Project under Paragraph 11.4 after providing that information, which approval shall not be unreasonably withheld or delayed. The Parties agree to cooperate and use mutual best efforts to achieve completion of the Display Equipment Project by April 1, 2015. Upon completion, Licensee shall provide Licensor with a report detailing the equipment purchased, work performed, and total cost (as measured by the total project cost without reference to whether Licensee obtained financing for the Display Equipment Project), together with copies of reasonable backup verification of such costs including invoices, cancelled checks or other proof of payment or payment obligation. If such total amount is less than Ten Million Dollars (\$10,000,000.00), Licensee shall pay Licensor the difference within thirty (30) days after Licensor's written acceptance of the contents of such report.

11.2.1. **Licensor Consultation.** Licensee shall have absolute discretion on the selection of all Display Equipment and shall perform all work required to purchase and install the Display Equipment (excluding any necessary structural work to the framing cabinet structures and support beams that will house and support the Display Equipment ("Display Equipment Structural Work"), which shall be Licensor's responsibility), but shall consult with Licensor in connection therewith. Licensor shall cooperate with Licensee during the entire Display Equipment Project, including without limitation the installation of all Display Equipment, in connection with which Licensor shall perform any Display Equipment Structural Work reasonably necessary to facilitate such installation. The Parties shall confer in good faith and seek to agree about whether any Display Equipment Structural Work is required for installation of the Display Equipment, and if they cannot agree, shall follow the procedures for resolution set forth in Paragraphs 5.7.3.4 and 5.7.3.5.

11.2.2. **Structural Work.** The Parties recognize that, if Display Equipment Structural Work is necessary for the Stadium Display Project, that work could potentially delay the projected April 1, 2015 completion date for the Stadium Display Project. As soon as reasonably possible after the Signature Date, Licensee will identify specifically in writing the particulars of the Display Equipment that Licensee plans to install in order for the Parties jointly to determine the extent of any Display Equipment Structural Work. So long as Licenser works diligently and in good faith to complete any Display Equipment Structural Work as soon as possible after receipt of Licensee's writing, Licenser shall have no liability for any losses attributable to delays in meeting the April 1, 2015 completion date (including without limitation in any instance where Licenser works diligently and in good faith but Licensee by its own conduct interferes with, delays, or impedes Licenser's process of evaluating or undertaking such work).

11.3 **Rights and Revenues.**

11.3.1 **Licensee's Rights.** Licenser grants to Licensee the exclusive right, at Licensee's sole cost and expense, to use existing or locate new non-digital, fixed advertising displays in the Stadium that are Interior Facing and to sell and retain all revenues for the advertising displayed on such displays and equipment in the Stadium, except (a) the Display Equipment referenced in Paragraph 11.2, which shall be operated by Licensee but for which each Party may sell advertising for its own events and (b) the Interior Facing displays referenced in Paragraphs 11.3.2 and 11.3.3, under the terms and conditions contained therein. Licenser also grants to Licensee the right, during each Baseball Season, to the signage attached to the exterior of Stadium structure that faces outward from the exterior of the Stadium and is of the general size and in the general locations utilized by Licensee during the 2013 Baseball Season (but which may not be used by Licensee to promote third party sponsors of Licensee).

11.3.2. **Raiders' Signage.** Licensee acknowledges that Licenser retains the rights to and may grant to Raiders the exclusive right to use and to sell and retain all revenues for the following Interior Facing advertising displays (with Licenser's acknowledgement that, upon written consent of the Raiders to the removal of specific signs, some of the following signs may be removed as part of the Display Equipment installation provided in Paragraph 11.2):

(a) One (1) panel on the Tri-Vision Sign located on the Second Deck fascia above Section 134 of the First Deck and one (1) panel on the Tri-Vision Sign located on the Second Deck fascia above Section 151 of the First Deck, provided that each such panel shall receive approximately one-third of the rotational exposures of the signs during all Licensee Events.

(b) Four (4) permanent back-lit signs comprised of two (2) such signs located on the Upper Deck fascia in Sections 327-329 of the Upper Deck but below the windows of Loge Suites 54-57 and two (2) such signs located on the Upper Deck fascia in Sections 305-307 of the Upper Deck but below the windows of Loge Suites 10-13, provided that the size of such signs will not exceed 3 feet in height and 20 feet in width and will be of similar appearance and quality as signs that are located on the Upper Deck fascia of the Stadium as of the Signature Date.

(c) One (1) permanent sign located on the First Deck fascia in Section 102 of the First Deck.

(d) One (1) banner sign similar in size, appearance and quality to the banner sign used by Raiders during the 2013-2014 NFL season, located on the Second Deck fascia in Section 233 of the Second Deck at the top of the stairways, provided that such banner sign shall not restrict or interfere with any access within the Stadium.

(e) Advertising displayed only during Raiders' games on banner signs at any location within the Stadium seating bowl, provided that such banner signs shall not in any way obscure or hinder the visibility of any permanent advertising display signs in the Stadium or the views from any seats or suites in the Stadium, and provided further that Licensor shall ensure that Raiders remove all such banner signs promptly after every Raiders game until the conclusion of Baseball Season, but such banner signs need not be removed during the period between the conclusion of Baseball Season and three (3) calendar days after the last Raiders game.

(f) Club Signage. Notwithstanding Paragraph 11.3.1, Licensee shall have the right to sell and retain all revenues for all signage within the areas currently known as the Bar and Grill and East Side Club for all Licensee Events, and Licensor shall have the right to sell and retain all revenues for all signage within those areas for all Licensor Events. Such signage must be temporary in nature and capable of quick and efficient removal, and each Party shall remove all such signage after its respective event in sufficient time for the other Party to effectively exercise its rights under this subparagraph (f). As used herein, "Bar and Grill" and "East Side Club" mean, respectively, all areas inside the doors leading immediately into the Stadium Bar and Grill and East Side Club.

11.3.3. *Licensor Retained Rights.*

11.3.3.1. ***Licensor's Use of Scoreboard Caps*** During 2014 only and upon the payment of Two Hundred Thousand Dollars (\$200,000.00) to

Licensee, Licensor shall retain the exclusive right to sell advertising on and retain revenues for the Interior Facing (as defined in Paragraph 44.13) portion of the "Scoreboard Caps" appearing as of the Signature Date atop the Northeast and Southeast score/video boards. After 2014, Licensee shall have the right and absolute discretion, in connection with its selection and installation of the Display Equipment, to keep the Scoreboard Caps, install a replacement structure that is similar to the Scoreboard Caps (the "New Caps"), or to remove such the Scoreboard Caps entirely. For 2015 and for each year through the termination or the expiration of the term (as of the Signature Date) of the existing O.co. naming rights agreement, if Licensee keeps the Scoreboard Caps installed, Licensor may extend its exclusive right described above upon the payment to Licensee of Two Hundred Thousand Dollars (\$200,000.00) per year. If Licensee installs New Caps, Licensor may elect to retain the exclusive right to sell and retain all revenues related to the Interior Facing portion of the New Caps. If Licensor elects to obtain such rights, Licensor shall pay Licensee such amount as the Parties shall negotiate in good faith for the use of the Interior Facing Portion of the New Caps for each year through the termination or the expiration of the term (as of the Signature Date) of the existing O.co naming rights agreement, but in no event greater than Two Hundred Thousand Dollars (\$200,000.00). When the current term (as of the Signature Date) of the existing O.co naming rights agreement either terminates or expires, the Parties will negotiate reasonable terms for the price of Licensor's rights to use the Scoreboard Caps or any New Caps. Licensor may waive its rights to obtain from Licensee the use of the Interior Facing portion of the Scoreboard Caps or New Caps at any point during the Term by providing written notice to Licensee, in which case Licensor will be relieved of any future obligation to pay Licensee and Licensee will have the exclusive right to sell and retain all revenues for the Interior Facing portion of the Scoreboard Caps or New Caps during the remainder of the Term. Notwithstanding any of the foregoing, in no event shall Licensor have the right to sell or otherwise provide any advertising on the Interior Facing portion of the Scoreboard Caps or New Caps to any entity other than its own Stadium naming rights partner.

11.3.3.2. ***Removal or Substitution of Scoreboard Caps.*** The Parties agree that if possible, it is preferable to retain the Scoreboard Caps. If Licensee removes the Scoreboard Caps and does not replace them with New Caps, Licensee commits to locating and providing to Licensor for pass-through to the affected third-party alternative signage locations or other assets that provide reasonably equivalent value that is acceptable to the affected third-party. If any such alternate signage locations or other assets are not acceptable to the affected third-party, Licensee commits to cooperate in good faith with Licensor and the affected third-party in reaching a reasonable make-whole resolution.

11.3.4. **Terms, Conditions and Restrictions.** The advertising rights retained by Licensor herein are subject to the following terms, conditions and restrictions:

(a) **Termination of Rights.** The rights retained to Licensor in Paragraph 11.3.2 shall be retained by Licensor only so long as Raiders plays NFL games in the Stadium and only so long as Raiders is under a valid license with Licensor or a Licensor Affiliate regarding Raiders' occupation of the Stadium. If Raiders cease to play NFL games in the Stadium or if Raiders cease to have such valid license, Licensee shall automatically be granted exclusive rights to such signage.

(b) **Exclusivity.** Licensor acknowledges that Licensee is party to certain advertising agreements that provide exclusive rights within defined categories. Licensor represents and warrants that neither it nor Raiders shall cause to be displayed any fixed signage advertising of any entity (including any of such entities' affiliates) that competes with any of the entities listed within the following categories:

<u>Category</u>	<u>Entity</u>
<u>Beer/Malt Beverages:</u> All beer and malt beverage products	Anheuser-Busch
<u>Beverages/Water:</u> (i) carbonated soft drinks including without limitation colas and all other flavored carbonated beverages; (ii) fruit juice; (iii) bottled/canned tea products; (iv) water and enhanced water; (v) ready to drink coffee products; and (vi) isotonic, including without limitation sports drinks, non-caffeinated energy drinks, nutritional supplements, carbohydrate drinks and/or non-alcohol related drink mixes	Zevia, and thereafter undetermined; Licensee shall notify Licensor once rights are settled
<u>Gaming:</u> Casinos, card houses, bingo facilities and other gaming facilities	Cache Creek Casino Resort
<u>Automotive:</u> motor vehicles or component parts or wholly-owned subsidiary of another motor vehicle manufacturer	General Motors
<u>Tools:</u> Including without limitation assembly tools, demolition tools, hand tools, power tools, automotive tools, mechanics tools, construction tools, plumbing tools, power tool accessories, industrial tools, tool chests and boxes, and other related tool products	Stanley Black & Decker
<u>Pizza Restaurant:</u> restaurants generally recognized to focus primarily on the preparation and serving of pizza to customers	Round Table Pizza

Licensee shall have the right to introduce new exclusive categories or to substitute different entities into the categories listed above upon written notice to Licensor. Licensor shall also ensure that neither Licensor nor Raiders enter into any advertising agreement that provides exclusivity within any category of goods or services that could adversely affect Licensee's advertising exclusives without first obtaining Licensee's prior written approval.

(c) Costs. Subject to Licensee's obligation to Maintain and Repair the Display Equipment pursuant to Paragraph 11.4, Licensor shall pay all costs associated with all display rights retained by Licensor, including without limitation all costs to Maintain and Repair all such displays.

11.4. **Operation and Maintenance of Equipment and Displays.**

11.4.1. *Licensee Events.* Except for the advertising displays reserved to Licensor, Licensee shall operate, Maintain and Repair all advertising displays and equipment located inside the Stadium, including all Display Equipment (Licensee may choose to replace and/or upgrade any of the advertising displays and equipment at its own expense, including without limitation any Display Equipment, but shall have no obligation to do so notwithstanding the definitions of "Maintain" and "Repair" in Paragraphs 44.17 and 44.34 respectively).

11.4.2. *Licensor Events.* Licensee shall operate the Display Equipment for all Licensor Events and may charge Licensor for Licensee's provision of a reasonable number of qualified and competent operators and for any expenses due to Licensor-requested additional work (such as expenses in connection with the installation of NFL-driven initiatives). Licensee's charges for the operators shall not exceed its direct costs (including without limitation wage rates, payroll taxes, pensions, fringe benefits, and any other amounts required under applicable law). Licensor will pay such charges after receipt of an invoice, detailing all expenses including, without limitation, Licensee's direct costs.

11.5. **Installation and Alteration of New Equipment and Displays.** Licensee shall have the right, at its sole cost and expense, to install new advertising equipment and displays within the Stadium, including the Display Equipment, provided that, subject to Paragraph 36, Licensee shall comply with all laws (including all applicable City ordinances) in connection with such installation. If Licensee's new advertising equipment or displays will materially alter any part of the Stadium Maintained by Licensor pursuant to Paragraph 5.7.3.1, then Licensee shall obtain the prior written approval of Licensor. Licensor shall have the right to utilize its own employees or independent contractors selected by Licensor to prepare the existing structure of the

Stadium for the installation of the new equipment and displays, with Licensee to pay the reasonable cost thereof promptly after demand. Licensee shall have the right to designate the persons or entities to install Licensee's new equipment and displays in the Stadium. Licensee shall pay all costs to remove any such signage and to Repair any corresponding damage to the Stadium upon any of the following: (a) the expiration of this License but only if the Stadium is scheduled to be used substantially for the same purposes after such expiration, (b) the termination of this License by Licensee under Paragraph 7.2.1, or (c) the termination of this License based on Licensee's default hereunder, or (d) Licensor's request outside of any Baseball Season based on a reasonable, good faith demand from the Raiders for removal because such equipment and/or displays interfere with the Raiders' rights and operations under their license with Licensor so long as, before presenting such a demand, the Raiders have first obtained the Licensor's assent to their making the demand, which assent shall only be given reasonably and in good faith., provided that this subparagraph (d) shall not apply if Licensee obtains Licensor's written pre-approval before installing any item covered by this Paragraph 11.5.

11.6. **Term of Advertising Agreements.** Licensee shall not enter into any agreement for the display of advertising within the Stadium that irrevocably provides such advertising for time periods beyond the Term.

11.7. **Content of Advertising.** Licensee shall ensure that any advertising displays caused by it to appear in the Stadium will not be of the nature that will bring disrepute, shame or opprobrium upon Licensor, the City of Oakland or the County of Alameda. Licensor shall ensure that the form and content of any advertising in the Stadium sold or otherwise provided by or through Licensor or Raiders will not be of the nature as could reasonably bring disrepute, shame or opprobrium upon Licensee or Team. Licensee and Licensor, as the case may be, shall cause to be removed any displays that violate this Paragraph 11.7.

11.8. **Stadium Name.** The current name of the Stadium is O.co Coliseum. Subject to Paragraph 11.3.3, Licensor shall have the right to display the name of the Stadium where the name is currently displayed on the capitals adjacent to the scoreboard (the "Scoreboard Caps") and at any locations at the Stadium or in or outside of the Complex not specifically reserved to Licensee. Licensee shall have no right to any revenue generated by sale of the name to the Stadium or to any part of the Complex, except as derived by Licensee pursuant to its rights under Paragraphs 4.7.1 and 11.3.3. Subject to Licensee's right of approval, Licensor reserves the right to rename the Stadium during the Term. Licensee's approval of any proposed name change shall not be unreasonably withheld (but Licensee may in all instances withhold such approval in the event of a conflict with Licensee's advertising exclusivities and/or MLB Rules and Regulations). In response to any written request from Licensor for approval of a

proposed name change, a response must be provided in writing within twenty (20) days of Licensee's receipt of such request, and if no timely response is provided by Licensee, Licensee shall be deemed to have consented to the proposed name change. Licensee agrees to refer to the Stadium by such name and to use its best efforts to cause its agents, employees, broadcasters, advertisers and sublicensees to use such name when referring to the Stadium.

12. CONCESSIONS

12.1. **Food and Beverage.** Licensee shall provide a reasonable selection of good quality food and beverage at reasonable prices established by Licensee, after consultation with Licensor. Prices shall be deemed reasonable if such prices are within the range of prices charged in similar sports facilities in California. Food and beverage provided by Licensor during Licensor sponsored events in the Stadium shall be provided by and purchased from the food and beverage concessionaire of Licensee. If Licensor reasonably determines that the price and/or quality of the food and beverage provided by Licensee's concessionaire is not comparable to that provided by competitive caterers, Licensee, after receipt of adequate details from Licensor and after consultation with Licensor, shall use its best efforts under the terms of its license with its concessionaire to ensure that the price and/or quality of the food and beverage provided to Licensor is in accordance with the foregoing standards.

12.2. **Concessions Control.** Licensee shall have exclusive control over the provision of all food and beverage in the Stadium, including without limitation for all Licensor Events and including, subject to Paragraph 12.1, the selection of all food and beverage items sold in the Stadium and all pricing.

12.3. **Concessions Revenues.** Licensee shall receive and retain all concessions revenues received from the sale of food and beverage at Licensee Events. Licensor shall receive and retain all concessions revenues from the sale of food and beverage at Licensor Events, except that Raiders shall receive and retain all concessions revenues from the sale of food and beverage at Raiders' NFL games.

12.4. **Concessions Vendor.** The Parties acknowledge that Licensee has contracted with Ovations Fanfare, L.P. to provide concessions services for all Licensee Events and Licensor Events through December 31, 2016. Licensee has the right under this License to extend that contract through the end of the Term. If Licensee elects to retain a new concessionaire (or subsequent concessionaires, as the case may be), it shall notify and consult with Licensor on such retention, but Licensee shall have absolute discretion to negotiate a contract with the new concessionaire for a term mutually agreeable to the Parties.

13. TICKETS

13.1. **Licensee Control.** Licensee shall prepare, provide and distribute, at its expense, all tickets of admission to Licensee Events at such prices and on such terms as Licensee determines in its sole discretion.

13.2. **Ticket Revenues.** Licensee shall retain all revenues collected from its sale of tickets and ticket-related activities.

14. STADIUM BOXES

14.1. **License.** Licensor hereby licenses all stadium boxes to Licensee for Licensee's use or sublicense during Licensee Events, except those stadium boxes occupied as of the Signature Date by Licensor, the City of Oakland, the County of Alameda and Raiders, which Licensee acknowledges are assigned to and may be used by those respective parties for all Licensee Events. Subject to applicable law, Licensee shall provide to Licensor, the City of Oakland and County of Alameda, respectively, tickets for all Licensee Events in the respective stadium boxes. For the Raiders' stadium boxes only, Licensor shall pay Licensee any amounts that Licensee must pay to MLB or any other entity for the cost of the underlying tickets for Raiders' stadium boxes.

14.2. **Oakland A's Owners' Suite.** In addition to the rights granted under Paragraph 14.1, Licensor hereby provides Licensee, throughout the Term and for all events occurring in the Stadium, the exclusive right to use and sublicense the "Owners' Suite" occupied by Licensee as of the Signature Date.

14.3. **Special Use Stadium Boxes.** The stadium boxes reserved as of the Signature Date for use for Licensee Event-related purposes, including by Licensee or by individuals with proper press credentials, shall continue to be so reserved throughout the Term.

14.4. **Licensee's Sublicense of Stadium Boxes.** Licensee may sublicense the stadium boxes licensed to it for Licensee Events at prices determined by Licensee in its absolute discretion and shall keep all revenues derived therefrom.

14.5. **Licensor Use.** Subject to Paragraph 14.2, Licensor shall have the exclusive right to license the stadium boxes for all events other than Licensee Events, but shall offer Licensee's baseball boxholders a first option for all such events except Raiders games.

15. INTELLECTUAL PROPERTY

15.1. **MLB Marks.** Nothing herein shall be deemed to provide Licensor any right whatsoever to use any MLB name, logo, emblem or insignia, names, word marks, logos, uniform designs, mascots, images, colors and color combinations, trade dress, characters, symbols, designs, likenesses and/or visual representations of any MLB Entity or Major League Club, owned, controlled, first used and/or applied for or registered with the United States Patent and Trademark Office by any MLB Entity or Major League Club, as the case may be (collectively, "MLB Marks").

15.2. **Team Marks.** Licensor:

15.2.1. Acknowledges, represents and covenants, as the case may be, that (i) the MLB Marks (including, without limitation, all Licensee marks) are of a proprietary nature; (ii) all rights, title and interest in and to the MLB Marks belong to the applicable MLB Entity; (iii) Licensor has not made and will not make any unauthorized use of the MLB Marks and any such use would require a license from the applicable MLB Entity or Major League Club; (iv) any use that Licensor has made or will make of the MLB Marks has not conferred, and will not confer, any rights or benefits on Licensor in respect thereof, and any such rights or benefits inure to the applicable MLB Entity; (v) the MLB Marks have acquired a secondary meaning in the minds of the general public; (vi) the goodwill associated with the MLB Marks has great value and such goodwill belongs exclusively to the applicable MLB Entity; and (vii) Licensor shall not, during the Term or thereafter, attack the rights, title or interest of the applicable MLB Entity in or to the MLB Marks, including the validity of the rights granted hereunder or use any element of such rights without MLB's express written consent.

15.2.2. Acknowledges the proprietary nature of all copyright rights that are owned, controlled or licensed by Licensee including, without limitation, all accounts, descriptions, radio broadcasts, television broadcasts and streamed versions of all Licensee Events. Licensor hereby covenants that it will not use any of the foregoing without the prior written consent of Licensee.

15.2.3. Represents and warrants that it will not conduct in the future any promotions, ticket giveaways, contests or sweepstakes relating to or associated with Licensee, Team or any other Major League Club or MLB Entity without obtaining the prior written consent of Licensee.

15.3. **Licensor Marks.** Licensee acknowledges Licensor's ownership of and rights in Licensor's name, trademarks, tradenames, service marks, logos, emblems, insignias and other identification (the "Licensor Marks"). All rights to use or license the

Licensors Marks, however, are controlled by Licensee on an exclusive basis to the extent that such use in any way relates to or is in connection with MLB, Licensee or Team. Nothing herein, however, shall be interpreted to limit Licensor's right to use or license the Licensor Marks in any other manner.

15.4. **Use of Stadium/Complex Names and Images.** All rights to use or license all names and images of the Stadium and the Complex (as they are named and exist now and as they shall be named and exist at any point during the Term) are controlled by Licensee on an exclusive basis so long as said use involves some explicit, featured association with Team, MLB, an MLB game, or any event or activity that is related to MLB, Licensee or Team (an "MLB-related association"). By way of illustration and without limitation, each of the following would be among Licensee's exclusive rights to use or license: (i) any use of the Stadium and/or Complex names or images with any trademark, service mark or other intellectual property proprietary to Team or MLB or any of their respective affiliated entities; (ii) any product, or any photograph or image of the Stadium and/or Complex taken during the MLB season featuring the interior of the Stadium showing a baseball field in whole or in part, where the product, photograph or image features a Team or MLB logo, insignia or trademark, or otherwise would create a clear association with the Team or MLB; and (iii) images of the Stadium featuring any baseball personnel and/or the colors green and/or yellow. Nothing herein shall be interpreted to limit Licensor's right to use or license names and images of the Stadium in connection with noncommercial items, so long as such use, if made by Licensee would not violate the terms and conditions of any MLB Rules and Regulations. By way of illustration, apparel, cups, mugs and other beverage vessels, posters, prints, postcards and other consumer products are considered commercial items.

16. ASSIGNMENT

16.1. **Only Upon Consent.** Except as expressly provided in this Paragraph 16.1, neither Party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party and any attempt by either Party to do so shall be void and of no force and effect whatsoever, and shall constitute a breach of this License. No consent of Licensor shall be required in order to assign or transfer any of Licensee's rights or obligations under this License in connection with the sale or transfer of Team to a third party or transfer of Team or assets to a Licensee Affiliate. No consent of Licensee shall be required for Licensor to make any assignment that may be necessary in order to effectuate a Raiders Construction Plan or any other redevelopment, sale or disposition of all or any portion of the Complex by Licensor. Provided, however, that notwithstanding any assignment by Licensor for purposes of implementing a Raiders Construction Plan, the Authority shall remain the operator of the Stadium and Complex and under no circumstances shall any third-party developer or other assignee be granted

the ability to exercise operational rights could interfere with Licensee's ability to make full use of the Stadium as permitted under this Agreement until termination under Paragraph 7.2.2 actually takes effect. All of the Parties' respective duties and obligations under this License shall be binding upon and inure to the benefit of the heirs, devisees, successors in interest and permitted assignees of each of the Parties hereunder. Any proposed assignment, sale or transfer by either Party that requires the other Party's consent shall be conditioned on the proposing Party paying all reasonable legal and accounting fees and all reasonable transactional costs and expenses incurred by the other Party in granting its approval, and to the proposed assignee assuming all the obligations of the proposing Party hereunder in form acceptable to the other Party.

16.2. **Licensee's Lenders.** Notwithstanding any other provision hereof, Licensee may convey, pledge, encumber or grant security interests in or otherwise transfer all or any portion of its rights, titles and beneficial interests under this License in favor of a single lender or a group of lenders solely in connection with Licensee's dealings with such lender(s). Licensee shall remain the responsible counterparty to Licensor under this Agreement notwithstanding any such conveyance, pledge, encumbrance or grant of security interests, and no such transfer shall serve to extinguish, diminish or otherwise alter any of the Parties' rights or obligations under this License except to the extent otherwise consented to in writing by Licensor. If, and to the extent necessary to effectuate any conveyance, pledge, encumbrance or grant of security interests hereunder, a written consent from Licensor is requested by the lender or lenders, Licensor agrees work in good faith with Licensee and the lender or lenders to negotiate a form of agreement satisfactory to Licensor but shall not be obligated to accept terms imposed by Licensee's lender or lenders.

17. **DAMAGE AND DESTRUCTION**

17.1. **Major Damage – Repairable.** In the event of the damage or destruction of the Stadium so that Licensee cannot reasonably use the Stadium for Home Games, and there are insurance proceeds available to Licensor to pay eighty percent (80%) or more of the cost of repairing the damage, such repairs can be performed under applicable governmental laws, rules and ordinances, the design and construction work can be reasonably completed within eighteen (18) months after the date of damage, and will enable Team to play at least one complete Baseball Season at the Stadium during the remaining Term as the same may be extended by mutual agreement of the Parties, and Licensor delivers notice to Licensee within one hundred twenty (120) days of the date of damage that such repairs can be so completed, then this License shall remain in full force and effect, and Licensee shall have no liability to pay any fees or perform its other obligations hereunder with respect to the Stadium during any such period when Licensee is unable to use the Stadium, and Licensor shall refund to Licensee a portion of annual

fees under Paragraph 8.1 already paid by Licensee based on the rights lost by Licensee as a result of the damage and repairs. Licensor shall collect and expend all funds required to repair the damage at the earliest possible date. During the period that the damage is being repaired and Licensee cannot reasonably use the Stadium for Home Games, Licensee shall have the right to play Home Games in any other one or more comparable stadiums located in the Licensee's Home Television Territory and acceptable to MLB or, if no such stadium is available on commercially reasonable terms, then in the stadium available as close to Licensee's Home Television Territory as is reasonably possible and acceptable to MLB that is available on commercially reasonable terms for use by Licensee until the Stadium is again ready to be used for Home Games; provided, however, that the Parties acknowledge that MLB may relocate affected Home Games to the stadiums of the Team's respective opponents. Subject to any scheduling requirements of MLB, and subject to the repairs being reasonably acceptable to MLB, Licensee shall recommence playing Home Games in the Stadium from the date specified by Licensor in a written notice delivered at least thirty (30) days before the first Home Game to be played in the Stadium stating that the repair work has been completed to the extent where the Stadium can reasonably be used for Licensee's Home Games.

17.2. **Major Damage – Not Repairable.** In the event of damage or destruction of the Stadium so that Licensee cannot reasonably use the Stadium for Home Games, and there are no insurance proceeds available, or insurance proceeds are available but are less than eighty percent (80%) of the cost of repairing the damage, or the repairs cannot be performed under applicable governmental laws, rules and ordinances, or the design and construction work cannot be reasonably completed within eighteen (18) months after the date of the damage, then for a period of thirty (30) days after the facts regarding the insurance proceeds and governmental laws are known to Licensor (which Licensor shall promptly communicate to Licensee) but in no event more than 120 days following the date of damage, Licensor shall have the right, exercised by written notice to Licensee within such period to terminate this License or to keep the License in force and proceed to repair the damage at Licensor's cost. If Licensor fails to notify Licensee of its election within the 30-day period then Licensor shall be deemed to have terminated the License at Licensee's election and immediate notice to Licensor. If Licensor elects to repair the damage and the work cannot reasonably be completed or in fact is not completed within eighteen (18) months after the date of the damage, then Licensee within thirty (30) days after notification from Licensor of its election to repair the work (if the repairs cannot be reasonably completed within eighteen (18) months) or within thirty (30) days of Licensee being notified (if the repair work will not be completed within the eighteen (18) months) that the work will not be completed within the eighteen (18) months, shall have the right to terminate this License by written notice to Licensor. If Licensor elects to repair the damage, then the provisions of Paragraph 17.1, dealing with the repairs and 17.3 dealing with the obligations of Licensee during and after the repairs are made, shall apply. To the

extent that Licensee has paid annual fees in advance under Paragraph 8.2 for the right to use the Stadium, and as a result of Major Damage, that use is no longer possible during such quarter, Licensee shall be entitled to a pro rata refund or credit of fees for the number of months remaining in the quarter for which Licensee has paid fees. During the time period beginning with the damage and destruction through either the re-opening of the Stadium or termination of this License, Licensee shall have no liability to pay any fees or perform its other obligations hereunder with respect to the Stadium.

17.3. **Less Than Major Damage.** In the event of damage or destruction of the Stadium and there has not been a material reduction of the seating and/or parking capacity and the playing field can be configured to meet MLB standards so Licensee can reasonably continue to use the Stadium for Home Games, then Licensor at its cost shall promptly repair the damage to the extent possible under applicable laws and shall do all acts required to protect users of the Stadium from any hazards created by the area damaged or the repair work. During the period of any such repairs Licensor shall continue to perform all of its obligations hereunder and to the extent areas of the Stadium are used by Licensee shall use its best efforts to provide temporary additional areas in the Stadium or Complex where Licensee can continue to perform the activities previously engaged in the damaged areas. In the event Licensor is unable to reasonably provide sufficient temporary areas, it shall be Licensee's responsibility at its cost to obtain such facilities as are required outside the Complex. Licensee's obligations to pay fees for such unusable areas shall be reduced on a pro rata basis, and Licensee's other obligations hereunder with respect to such unusable areas shall be abated, until the date repairs have been completed.

17.4. **Damage Liability.** Licensor's obligation to repair any damage shall not relieve Licensee of any liability to pay to Licensor, whether or not Licensor is required to repair the damage, the cost of repairing any damage to the extent caused by the negligence or willful misconduct of Licensee or its owners, employees, agents, or contractors.

17.5. **Property Owned by Licensee.** Any property owned by Licensee that is damaged or destroyed shall be repaired or replaced at the cost of Licensee and Licensor shall have no liability for such costs unless such damage or destruction was caused by the negligence or willful misconduct of Licensor or Licensor's employees or agents.

18. INSURANCE

18.1. **Licensor's Insurance.** Licensor must obtain, and continuously maintain, at its own expense, the following insurance policies.

18.1.1 **Workers' Compensation.** Workers' Compensation insurance in compliance with state statutory laws, including Employers' Liability with minimum limits of:

\$1,000,000 Each Accident;
\$1,000,000 Disease - Each Employee;
\$1,000,000 Disease - Policy Limit

18.1.2 **CGL.** An Insurance Services Office occurrence based Commercial General Liability Insurance Policy, including but not limited to contractual liability, personal injury liability, advertising injury liability and products/completed operations liability coverage with minimum limits of:

\$1 million Each Occurrence;
\$2 million General Aggregate;
\$2 million Products/Completed Operations Aggregate.

18.1.3 **Automobile Liability Insurance.** Commercial Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1 million Each Accident.

18.1.4 **Umbrella Liability Insurance.** Umbrella Liability Insurance, in excess of the limits above, with minimum limits of:

\$50,000,000 Each Occurrence
\$50,000,000 General Aggregate

18.2. **"All Risk" Insurance.** Property insurance on an all risk basis (including coverage for Certified Acts of Terrorism as defined by and made available by the Terrorism Risk Insurance Program Reauthorization Act (TRIPRA)) for the Complex and all improvements at any time situated upon or forming part of the Complex with overall coverage limits on a replacement cost basis and sub-limits in amounts that are customary, as established using an appropriate industry standard probable maximum loss analysis (as long as the sub-limits are "commercially reasonably available" as jointly determined by Licensee and Licensor).

18.3. **General Conditions.** All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-VIII or better. Licensee and each of its subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with Licensee, and its and their directors, officers and employees ("Additional Insureds") must be named as Additional Insureds under the Commercial General Liability (using ISO Form CG 2010 or its

equivalent), and Commercial Automobile Liability, and Umbrella Liability Policies. All liability insurance policies must contain Cross Liability Endorsements, or their equivalents. The General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of Licensor and shall not apply to Licensee. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Licensee shall receive at least thirty (30) days written notice thereof. Licensor shall furnish Licensee with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the Signature Date and annually at least ten (10) days prior to the expiration of each required insurance policy.

18.4. **Licensee/League-Wide Insurance.** Licensee shall continuously maintain sufficient commercial insurance with respect to public liability exposure and for its properties and business against loss or damage of the kinds customarily insured against by other MLB clubs, of such types and in such amounts as are customarily carried by other clubsMajor League Clubs and providing that Licensee will endeavor to provide not less than 15 days' prior notice to Licensor of termination, lapse or cancellation of such insurance. Licensor acknowledges that some or possibly all of Licensee's obligations hereunder may be addressed by Licensee's participation in the league-wide insurance facility sponsored by MLB. Regardless of the extent of the insurance coverages provided to Licensee under said program, Licensee shall have a separate and independent obligation hereunder to maintain at all times during the Term minimum insurance coverage equal to the coverages and policy limits set forth in Paragraphs 18.1.1, 18.1.2, 18.1.3, and 18.1.4 and Comprehensive Property Insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 annual aggregate and providing that the City Council members, directors, officers, agents, employees and volunteers and the County are named as Additional Insureds.

18.5. **Mutual Release and Waiver of Subrogation.** Licensor and Licensee, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands, or rights of indemnity that either of them may have against the other (including all rights of subrogation) arising out of damage to any property, real or personal, including the Stadium and/or Complex, resulting from fire or other casualties that may be covered by the Parties' respective insurance policies required hereunder, no matter what the cause thereof may be. The Parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

18.6 **Certificate of Insurance.** Each Party shall furnish to the other, not later than November 1st of each year, a certificate or certificates of insurance evidencing that (i) the insurance policies required under this Paragraph 18 are in full force and effect, including without limitation coverage of all operations and premises to be used, including the Parking Areas, and (ii) such Party carries workers' compensation insurance as required under this Paragraph 18.

19. INDEMNIFICATION

19.1 **Indemnification by Licensee.** To the fullest extent permitted by applicable law, Licensee shall indemnify, defend, pay and hold harmless Licensor, City and County and their respective officers, agents, and employees, and each of their respective successors and assigns (collectively, "Indemnified Licensor Parties") for, from and against any and all Liabilities, including for any Bodily Injury or Property Damage, whatsoever arising directly out of or resulting from the following: (a) Licensee's material breach of this License; (b) the negligent acts or omissions of Licensee or its agents, contractors or employees occurring in, on or about the Stadium or Complex; (c) negligence or willful misconduct in connection with the installation, failure, malfunction or other occurrence attributable to the Display Equipment or the Display Equipment Project; or (d) negligence or willful misconduct in connection with the use, occupancy or operation by any of the Indemnified Licensee Parties of any part of the Stadium or Complex; provided that such indemnity shall not apply to the extent any such Liabilities are caused by the negligence or willful misconduct of the Indemnified Licensor Parties nor to the extent the Indemnified Licensor Parties have expressly undertaken the obligation to indemnify Licensee for such Liabilities pursuant to the terms of this License. Notwithstanding any provisions herein to the contrary, the obligations of the Licensee under this Paragraph 19.1 shall survive the expiration of the Term or any earlier termination of the License.

19.2 **Indemnification by Licensor.** To the fullest extent permitted by applicable law, Licensor shall indemnify, defend, pay and hold the Indemnified Licensee Parties (as defined in Paragraph 3.2) harmless for, from and against any and all Liabilities, including for any Bodily Injury or Property Damage, whatsoever arising directly out of or resulting from the following: (a) Licensor's material breach of this License; (b) the negligent acts or omissions of Licensor, or Licensor's agents, contractors or employees occurring in, on or about the Stadium or Complex; or (c) negligence or willful misconduct in connection with the ownership, use, occupancy or operation by any of the Indemnified Licensor Parties of any part of the Stadium or Complex; provided that such indemnity shall not apply to the extent any such Liabilities are caused by the negligence or willful misconduct of the Indemnified Licensee Parties nor to the extent the Indemnified Licensee Parties have expressly undertaken the obligation to indemnify

Licensor for such Liabilities pursuant to the terms of this License. Notwithstanding any provisions herein to the contrary, the obligations of the Licensor under this Paragraph 19.2 shall survive the expiration of the Term or any earlier termination of the License.

19.3 **Indemnification Procedure.** The Party to whom indemnification is owed ("Indemnified Party") shall give written notice to the Party required to provide indemnification under this License ("Indemnifying Party") of any action or proceeding for which indemnification is sought and the Indemnifying Party (at its expense) shall assume the defense of any claim (with counsel reasonably satisfactory to the Indemnified Party and with the Indemnified Party having the right, at its expense, to join in any such action or proceeding). The Indemnifying Party shall not consent to a settlement or entry of any judgment, award or order (1) without the Indemnified Party's consent, that could affect the intellectual property rights or other business interests of the Indemnified Party or (2) that does not include an unconditional release (including release under California Civil Code Section 1542 or other analogous law) from all liability with respect to such claim or litigation.

19.4 **Obligation Reduced by Other Recovery.** An Indemnifying Party's duty to pay an indemnity claim shall, in each instance, be reduced by the amount, if any, that the Indemnified Party recovers from any third party, including but not limited to as a result of the Indemnified Party exercising its rights as a third party beneficiary under another agreement or of receiving insurance proceeds in connection with such indemnity claim. The intent of this provision is that the Indemnified Party be made as whole as possible without receiving a windfall.

20. **TAXES, ASSESSMENTS AND OTHER IMPOSITIONS**

20.1 **Taxes and Assessments.** With respect to taxes, assessments, fees, charges or other impositions (collectively, "Impositions") applicable to or imposed on the Stadium, Complex or any other matters that are the subject of this License:

20.1.1. ***Property Taxes and Assessments.*** The Parties acknowledge and agree that the appropriate City of Oakland or County of Alameda entity shall pay any and all real property Impositions including, without limitation, any transaction privilege tax or other similar Imposition (collectively, "Real Property Taxes") now or in the future levied, assessed or otherwise payable in respect of the Stadium or Complex or any part thereof. Licensee shall have no responsibility for any Real Property Taxes.

20.1.2 ***Licensee's Responsibility to Pay All Taxes.*** Licensee shall pay and is responsible for all federal, state, City of Oakland and County of Alameda Impositions, including all income, sales and use taxes, payable on account of revenues

reserved to or retained by Licensee from the operational and use rights granted to, and exercised by, Licensee under this License.

20.2 Other Impositions. Licensee may deduct from its license fees or other amounts owed to Licensor any amounts paid by Licensee for any Imposition that is newly levied, assessed, or enforced upon Licensee or its operations by either the City of Oakland or the County of Alameda, or both, after the Signature Date (i.e. that was not levied, assessed, or enforced as of the Signature Date). Provided, however, that Licensee may not deduct any such new Impositions that are applicable on a non-discriminatory basis throughout City and/or County, as applicable, and that do not target Licensee's operations in a specific manner (for example, Licensee would remain able to deduct a new City ticket tax specific to professional baseball or professional sports even if such tax by its plain language applies throughout the City). Nothing in this Paragraph 20.2 shall be interpreted to diminish or detract from any power of the City or the County to impose taxes, assessments or fees or to immunize Licensee from its obligation to pay such taxes, assessments or fees, including but not limited to any applicable parking taxes payable by Licensee directly to the applicable taxing authority.

21. LICENSEE'S INSOLVENCY OR BANKRUPTCY

Without limitation, Licensee shall be in default under this License if: (a) Licensee shall admit in writing its inability to pay its debts as they mature; (b) Licensee shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors; (c) Licensee shall give notice to any governmental body of insolvency or pending insolvency, or suspension or pending suspension of operations; (d) Licensee shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent; (e) Licensee shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief for itself under any present or future applicable federal, state or other statute of law relative to bankruptcy, insolvency or other relief for debtors; (f) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Licensee seeking any relief described in the preceding clause (e), and (1) Licensee acquiesces in the entry of such order, judgment or decree (the term "acquiesce" shall include, without limitation, Licensee's failure to file a petition or motion to vacate or discharge any order, judgment or decree within ten (10) days after entry of such order, judgment or decree), or (2) such order, judgment or decree shall remain unvacated and unstayed for an aggregate of ninety (90) days, whether or not consecutive, from the date of entry thereof; (g) Licensee shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Licensee or of all or any substantial part of Licensee's properties or its interest in the Complex; (h) any trustee, receiver, conservator or liquidator of Licensee or of all or any substantial part of its property or its

interest in this License shall be appointed without the consent or acquiescence of Licensee and such appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days, whether or not consecutive; or (i) this License shall be levied upon under any attachment or execution and such attachment or execution shall remain unvacated and unstayed for ten (10) consecutive days.

22. DEFAULT

22.1 Licensee's Defaults

22.1.1 Acts Constituting Defaults. In addition to the events specified as a default under Paragraph 21 or elsewhere in this License, any material failure of Licensee to perform any material covenant made under this License shall constitute a default hereunder. However, Licensor shall not commence any action to terminate this License as a consequence of default unless such default is material and until the period of grace with respect thereto has elapsed.

22.1.2 Cure Period for Monetary Defaults. Subject to the limitation expressed in Paragraph 22.1.4(c), Licensee shall have a period of ten (10) days from the date of written notice from Licensor within which to cure any default in the payment of any monetary obligations of Licensee under this License.

22.1.3 Cure Period for Other Curable Defaults. Licensee shall have a period of thirty (30) days from the date of written notice from Licensor within which to cure any other default under this License which is capable of being cured; provided, however, that with respect to any default which cannot reasonably be cured within thirty (30) days, Licensee's grace period shall extend if Licensee begins actions to cure such default within five (5) business days from Licensor's notice and thereafter prosecutes diligently and continuously to completion all acts required to cure the default.

22.1.4 Defaults Not Capable of Cure. There shall be no period of grace with respect to any default by Licensee which is not capable of being cured. Licensor and Licensee stipulate that the following defaults are not capable of being cured by Licensee: (a) any event specified as a default under Paragraph 21; (b) other than as provided in Paragraphs 16.1 or 16.2 or in connection with any MLB-approved sale of Team, any unauthorized sale, assignment, mortgage, pledge, hypothecation, encumbrance or other transfer of this License or any interest herein; (c) the failure of Licensee to pay license fees under Paragraph 8.1 on the due date thereof where such failure occurs on more than three (3) consecutive occasions; and (d) any other default which is generally recognized under California law as being incurable.

22.2 **Licensor's Remedies.** If Licensee fails to cure a default, or in the event of a default which is not capable of being cured by Licensee, Licensor shall have the following rights and remedies in addition to any other rights and remedies available to Licensor at law or in equity:

22.2.1. ***Right to Injunctive and Other Equitable Relief.*** Because of the peculiar and unique nature of MLB, the cost of capital improvements, the unique and specialized use of the Stadium and the economic impacts on the City of Oakland, County of Alameda, and Licensor, a default of this License including, without limitation, the covenants contained in Paragraph 9, cannot be reasonably or adequately compensated for in damages at law and will cause Licensor great and irreparable injury and damage. In addition to all other remedies under this License, Licensor shall be entitled to seek injunctive and other equitable relief to enforce the provisions of this License.

22.2.2 ***Right to Terminate Upon Notice.*** The right to terminate this License by giving notice to Licensee in accordance with applicable law; and

22.2.3 ***Right to Enter and Remove.*** The right and power, as attorney-in-fact for Licensee, to enter the Complex and remove therefrom all persons and property of Licensee, to store such property in a public warehouse or elsewhere at the cost of and for the account of Licensee, and to sell such property and apply the proceeds therefrom pursuant to applicable California law.

22.2.4 ***Licensor's Right to Cure Default.*** All covenants and agreements to be performed by Licensee under the terms of this License shall be performed by Licensee at Licensee's sole cost and expense and without any reduction of fees unless otherwise specifically provided in this License. If Licensee shall be in default of its obligations under this License to pay any sum of money other than fees or to perform any other act hereunder, and if such default is not cured within the applicable grace period, Licensor may, but shall not be obligated to, make any such payment or perform any such act on Licensee's part without waiving its rights based upon any default of Licensee and without releasing Licensee from any of its obligations. All sums so paid by Licensor and all incidental costs, together with interest thereon at the maximum legal rate of interest under California law from the date of such payment or the incurrence of such cost by Licensor, whichever occurs first, shall be paid promptly by Licensee to Licensor on demand. In the event of nonpayment by Licensee, Licensor shall have, in addition to any other rights or remedies hereunder, the same rights and remedies as in the case of default by Licensee for the nonpayment of license fees.

23. CONDEMNATION

23.1 **Area Taken.** If all or any part of the Complex is taken for public or quasi-public use by the right of eminent domain or transferred as a result of the threat of exercise of the right of eminent domain, referred to as a "Taking," this License as to the area taken shall cease and terminate effective the date the condemning authority acquired possession of the area taken.

23.2 **Partial Taking.** Licensee may terminate this License without paying future license fees or other payments yet to be paid to Licensor upon any partial Taking of the Complex that unreasonably interferes with Team's ability to play Home Games and otherwise operate in a manner comparable to that which existed prior to the Taking. If Licensee does not terminate, Licensee's fees due shall be reduced to account for the adverse effect of such partial Taking.

23.3 **Award.** All proceeds of any award or settlement in compensation for the Taking shall be paid to Licensor except that to the extent any portion of the award is for property owned or interests possessed by Licensee, such portion shall be paid to Licensee.

24. PARTIES AS INDEPENDENT CONTRACTORS

Each Party shall be and remain an independent contractor with respect to all services performed under this License, and nothing herein contained shall make, or be construed to make, Licensor or Licensee a partner of one another nor shall this License be construed to create a partnership or joint venture between the Parties or any other parties referred to herein.

25. NON-WAIVER

No delay or omission to exercise any right or remedy accruing to Licensor or Licensee, respectively, shall impair any right, power or remedy granted to Licensor or Licensee, respectively, or be construed to be a waiver of any similar or subsequent breach or default, provided that neither Party may exercise any right or remedy if such Party has delayed or omitted to exercise such right or remedy for a period that would cause the other Party justifiably and detrimentally to rely on the fact that such right or remedy would not be exercised. Any waiver of either Party of a breach by the other Party shall not be or construe to be, a waiver of any subsequent breach. No waiver shall be implied and each and every waiver of any kind by Licensor or Licensee, respectively, of any provision or condition of this License must be written and signed by Licensor or Licensee, respectively.

26. WAIVER OF PERSONAL LIABILITY

All Liabilities under this License on the part of Licensor or Licensee are solely the Liabilities of the entities that are Licensor and Licensee, and each Party hereby releases each and every parent, owner, officer, director, and employee of the other from any personal or individual liability for the obligations of the entity with which they are affiliated under this License.

27. FORCE MAJEURE

27.1 Description. Subject to the specific conditions hereinafter set forth, neither Licensor nor Licensee shall be obligated to perform any term or condition of this License on its part to be performed and their time of performance shall be extended by the number of days elapsing during the period such performance is prevented by fire, earthquake, flood, act of God, strikes or other labor disputes involving Licensor, Licensee, or other teams scheduled to play Home Games, riots or civil commotions, or acts of terrorism (collectively, "Force Majeure Cause"); or by any law, rule, regulation, ordinance or order of any governmental authority resulting from the existence of war (including hostilities with or without a formal declaration of war) either prohibiting the playing of professional baseball games or limiting and restricting travel by public conveyances (including train, airplane or bus) to such an extent as to prevent Licensee (exercising due diligence) from substantially complying with its MLB schedule (collectively, "War Cause"). Except as otherwise expressly provided in this License, this License shall not terminate by reason of the occurrence of any Force Majeure Cause or War Cause, irrespective of whether or not the Stadium becomes untenable, provided, however, that in the event of the duration of any Force Majeure Cause or War Cause in excess of one year, Licensor and Licensee shall each have the option to terminate this License upon forty-five (45) days prior written notice. Nothing in this Paragraph 27.1 shall operate to obligate either Party to perform any act after the expiration of this License, except where such Party owes the other Party a payment delayed by a Force Majeure Cause or War Cause.

27.2 Effect. For any period during the Term during which Licensee is prevented by reason of any Force Majeure Cause or War Cause from playing Home Games in the Stadium in accordance with the MLB schedule, Licensee may play the Home Games in any other comparable stadiums located in the Home Television Territory and acceptable to MLB that are available for use by Licensee and if no such stadium is reasonably available on commercially reasonable terms in the Home Television Territory, then in the stadium that is available on commercially reasonable terms as close to the Home Television Territory as is reasonably possible and acceptable to MLB; provided, however, that the Parties acknowledge that MLB may relocate affected Home Games to

the stadiums of the Team's respective opponents. Licensee's obligations hereunder, including its obligations to pay any amounts, shall abate with respect to Home Games played in other stadiums and Licensors shall refund to Licensee an aliquot portion of fees already paid by Licensee based on the rights lost by Licensee as a result of the Force Majeure Cause or War Cause.

27.3 **Right to Use.** Licensors shall have, and hereby reserves, the right to use the Stadium for any purpose, other than professional baseball, with the consent of Licensee during any period that Licensee is prevented by any Force Majeure Cause or War Cause from playing Home Games in the Stadium. All revenue received by Licensors during any such period shall be retained by Licensors and Licensee shall not be entitled to any part thereof. Licensee shall have the right to schedule both baseball and non-baseball events during any such period in accordance with Licensee's rights as provided in this License.

28. **[RESERVED]**

29. **CALIFORNIA LAW**

The terms and conditions of this License shall be governed by and construed in accordance with the laws of the State of California. Alameda County, California shall be the exclusive venue for any dispute between the Parties.

30. **PARAGRAPH HEADINGS**

The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this License or to define, limit or describe the scope or intent of this License or the particular paragraphs to which they refer. Where contextually appropriate and unless otherwise specified: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this License in its entirety and not to any specific section or Paragraph; (c) the terms "include," and "including," shall be construed as though followed immediately by the phrase "but not limited to"; and (d) "shall," "will," and "must" are mandatory and "may" is permissive. The Parties have jointly participated in the negotiation and drafting of this License, and this License shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the Party who drafted a particular provision of this License.

31. INTEGRATION

This License supersedes in their entirety the 1995 License Agreement and all other prior written or oral understandings or agreements, and constitutes the sole and entire agreement between Licensor and Licensee.

32. AMENDMENTS

No alteration, amendment or modification of this License shall be valid unless set forth in a written instrument signed by both Parties and, where necessary, approved by the City of Oakland and the County of Alameda, and for which all necessary MLB Approvals have been obtained in advance thereof.

33. TIME AND NOTICE

33.1 **Time.** Time is of the essence for this License and all of its provisions. All references in this License to "days" shall mean calendar days unless expressly referred to as "business days."

33.2 **Form.** All notices, or other communications required or permitted to be given pursuant to this License shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or mailed from within the United States via first class U.S. mail (postage prepaid, with delivery deemed made on the third day following deposit thereof in the United States mail) or generally-accepted overnight carrier, or sent by electronic or facsimile transmission, the delivery of which is capable of verification, and sent to the intended recipient at the following addresses or numbers (such contact information may be changed at any time by either Party upon written notice to the other Party and without a formal amendment to this License):

If to LICENSOR:	If to LICENSEE:
Deena McClain Executive Director General Counsel Oakland-Alameda County Coliseum Authority 7000 Coliseum Way Oakland, California 94621 Fax: (510) 383-2460 dgmccclain@gmail.com	Neil Kraetsch General Counsel Oakland Athletics 7000 Coliseum Way Oakland, California 94621 Fax: (510) 430-9757 nkraetsch@oaklandathletics.com

34. BINDING AND INUREMENT EFFECT

This License shall bind and inure to the benefit of the Parties and their proper respective successors and assigns under this License.

35. PAYMENTS

Any amounts payable under this License shall be paid in immediately available lawful money of the United States of America. Any amount due to either Party that is not paid when due shall bear interest from the due date until paid at lesser of the rate specified in any other particular provision of this License or the maximum legal rate permitted under California law.

36. RIGHT OF ENTRY

Licensor and Licensor's employees and agents shall have the right to enter the Complex at any reasonable time to inspect it, to supply any service Licensor is required to provide, to alter, improve or repair the areas or the Stadium including locating tools, scaffolds, equipment and other items required for the work to be performed. To avoid unnecessary disruption with Licensee's rights under this License, Licensor shall provide reasonable advance notice to Licensee of any such alteration, improvement, or repair and shall cause the work to be performed expeditiously and shall otherwise cooperate with Licensee to minimize interference with Licensee's use of the Stadium. Licensor represents and warrants to Licensee that none of Licensor's employees will take any intellectual property or trade secrets of Licensee.

37. COMPLIANCE WITH LAWS

Licensor and Licensee shall each comply with all applicable laws (including any legally-required construction or installation permitting requirements) in connection with the performance of their respective obligations under this License. Licensee shall not create or permit to exist any nuisances or waste of the areas licensed under this License. Licensor and Licensee shall cooperate, in a reasonable manner, to maximize convenience to persons attending Licensee Events and Licensor Events.

38. ARBITRATION

38.1. **JAMS.** Any dispute, claim or controversy arising out of or relating to this License or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Oakland, California before a single arbitrator. The arbitration shall be administered by JAMS, Inc. pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

38.2 **Attorneys' Fees and Costs.** The prevailing Party in any arbitration shall be entitled to recover from the other Party all expenses of the arbitration, including reasonable outside attorneys' fees and costs incurred in the arbitration.

39. SEVERABILITY

If any provision of this License or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this License and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

40. MLB RULES AND REGULATIONS

40.1. **Priority of MLB Rules.** Notwithstanding any other provision of this License (including without limitation Paragraphs 11 and 15), this License and any rights or exclusivities granted by Licensee hereunder shall in all respects be subordinate to the MLB Rules and Regulations. Licensee represents and warrants that, as of the Signature Date, it is aware of nothing in any MLB Rules and Regulations that conflicts with anything in this License. Nothing in this Paragraph 40.1 shall empower MLB to nullify any of Licensee's license fee or other direct financial commitments hereunder. Without limiting the preceding sentence, if the MLB Rules and Regulations or any act or omission of Licensee taken to comply with them has a material adverse impact on the rights of Licensor under this License, then Licensor shall have remedies against Licensee for damages (but not for injunctive relief, specific performance or other remedy which would prevent Licensee's compliance with the MLB Rules and Regulations) and for indemnification.

40.1.1. **MLB Entities/Licensor Rights.** The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which Licensor is granted rights is limited to, and nothing herein shall be construed as conferring on Licensor rights in areas outside of, Team's Home Television Territory. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this License, except as are specifically approved in writing by the applicable MLB Entities.

40.1.2. **No Termination During Baseball Season.** Notwithstanding anything to the contrary herein (including without limitation Paragraph 22.2), in no event may Licensor terminate Licensee's rights under this License during any Baseball Season.

40.1.3. **MLB Approval.** This License is subject to MLB Approval, and no amendment of this License may be made without first obtaining all necessary MLB Approvals in accordance with Paragraph 32.

40.2. **Amendments to Conform to MLB Rules.** If any provision of this License shall at any time during the Term violate any of the MLB Rules and Regulations, the Parties shall work with one another in good faith to amend this License to maintain its intended purpose but comply with such applicable MLB Rules and Regulations.

41. **CONSENT**

Whenever either party's consent or approval is required hereunder, such consent of approval shall not be unreasonably withheld, except for instances in which by the express language hereof a party has absolute discretion in withholding consent or approval.

42. **MISCELLANEOUS**

42.1. **Athletic Facilities Warning.** California Civil Code Section 1812.97 provides the following:

Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

Licensee shall post such notice conspicuously in all locker rooms used by Team or any other MLB Club during the Term.

42.2. **Licensee's Office Space.** Licensor shall continue to provide Licensee throughout the Term, at no cost to Licensee, the identical office space and storage located at 7000 Coliseum way on the Complex that as of the Signature Date is designated for Licensee use and/or that Licensee in fact uses with the knowledge and consent of Licensor. If such office space or storage or any part thereof becomes unavailable because of any Licensor event outside of Licensor's control, Licensor shall provide Licensee with reasonably comparable office space and/or storage to replace the portion so affected.

42.3. **Community Affairs.** Licensee will provide for the continuation of the Oakland A's Community Fund (as defined in Paragraph 44.26) and the general nature of the activities in which it engages.

42.4. **Execution in Counterparts.** This License may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The Parties shall be entitled to rely upon facsimile or electronic copies of the Parties' signatures to this License and any instrument executed by the Parties in connection with this License.

42.5. **No Third Party Beneficiary.** This License is made solely for the benefit of the Parties and their respective successors and permitted assigns, and no other person or entity shall have or acquire any rights or remedies under this License, except as otherwise expressly provided in this License. Notwithstanding any provision herein to the contrary, nothing in this License shall render Licensor responsible or liable to Licensee or any Licensee Affiliate for any acts or omissions of the Raiders, unless such act or omission was approved by Licensor.

42.6. **Effectiveness.** This License shall become effective only when signed and delivered by both Parties, which the Parties acknowledge and agree shall not occur before the this License is approved by the City and the County and all necessary MLB Approvals have been obtained.

43. CONTINUED STADIUM DISCUSSIONS

Licensee and Licensor (or Licensor's designee) shall continue to engage in good faith discussions concerning the development of a new baseball stadium for use by the Licensee that would be a permanent home for the Oakland Athletics, provided that such discussions shall solely focus on the development of a new baseball stadium that would be located on land within or immediately adjacent to current Complex property. If agreement is reached on development of such a stadium, the Parties will renegotiate any terms of this License Agreement that may need to be modified or eliminated in order to facilitate the construction of the new stadium. The Parties' discussions concerning a possible new stadium will continue during the Term until Licensee communicates to Licensor that Licensee has made a decision on a permanent baseball stadium at another location or until Licensor provides Licensee notice of early termination (as provided in Paragraph 7.2.2.) in connection with a Raiders Construction Plan.

44. DEFINITIONS

The following words and phrases have the following meanings as used in this License. As used in context throughout this License, the singular and plural forms of the

following words and phrases shall apply to one another and the definitions shall apply to all generally recognized variances of the words and phrases defined.

44.1. "ADA Issue" means as defined in Paragraph 5.7.4.

44.2. "Affiliate" means, as applied to any Person, the Person and any Person directly or indirectly Controlling, Controlled by, or under common Control with, the Person or a blood relative or spouse of such Person, if such Person is a natural person. For purposes of this definition, "Control," "Controlled," and "Controlling," as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract or otherwise. With respect to Licensee, the term "Affiliate" specifically includes without limitation Athletics Holdings LLC, Bay Area Sports Catering LLC, and the Oakland A's Community Fund.

44.3. "Areas Licensed" means all such areas of the Stadium and the Complex as are licensed to Licensee for its use according to the terms of Paragraph 4.

44.4. "Arena Event" means any event sponsored or organized by Licensor and held at the Arena.

44.5. "Baseball Season" means the period of time during each calendar year in which (i) Licensee plays any Oakland-based pre-season Spring Training and/or other exhibition games and (ii) MLB schedules to be played the MLB Championship Season (i.e., Regular Season Games and Tie-Breaker Games as such terms are commonly understood in MLB) and any MLB "Postseason" (i.e., the Wild Card Games, Division Series Games, League Championship Series Games and the World Series Games, as such terms are commonly understood in MLB) in which the Team participates.

44.6. "BOC" means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

44.7. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of the foregoing.

44.8. "Commissioner" means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

44.9. "Display Equipment" means as defined in Paragraph 11.2.

44.10. "Dual Event Day" means as defined in Paragraph 6.3.

44.11. "Home Game" means any Regular Season game or postseason game in which the Team participates, in addition to any MLB "Jewel Event," in which the Team, or in the case of an MLB Jewel Event, the American League, acts as the host team for its opponent (that is, takes the field in the first half of each inning and bats in the last half of each inning of such game).

44.12. "Home Television Territory" means the area within which Licensee has television and marketing rights under MLB Rules and Regulations as may be amended by MLB from time to time, which is defined as of the Signature Date, as (a) the northern half of California from the northern border of San Luis Obispo, Kern and San Bernardino counties, (b) the State of Nevada; (c) the southern Oregon counties of Coos, Curry, Jackson, Josephine, Klamath, Lake, Douglas, Harvey and Malheur, and (d) the State of Hawaii.

44.13. "Interior Facing" means any and all signage or prospective signage that is or would be attached to the Stadium structure or score/video board structures (including the score/video board(s) themselves) and faces the interior of the Stadium or any part(s) thereof (including without limitation within the seating bowl and all suites, entryways, concourses, walkways, stairwells, hallways, elevators, doorways and other interior areas of the Stadium outside of the seating bowl).

44.14. "Liabilities" means all liabilities, claims, damages, losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments and expenses (including reasonable attorneys' and expert fees and expenses incurred in investigating, defending or prosecuting any litigation, claim or proceeding, whether in or out of court).

44.15. "Licensee Event" means any Home Game or Other Event.

44.16. "Licensor Event" means any event organized or sponsored by Licensor hereunder that takes place in the Stadium, including, without limitation, any preseason, regular season or postseason game or event of the Oakland Raiders of the National Football League.

44.17. "Maintain" and "Maintenance" mean status quo maintenance required to keep the referenced areas, structures and equipment in good working order, which may include replacement of structures or equipment to be maintained. Where Maintenance may call for the replacement of some structure or equipment and the only available replacement item is an improvement or a more advanced version of the item being replaced, the Licensor shall have an obligation to provide it even though it might be considered an upgrade rather than a matter of Maintenance. However, nothing herein shall obligate Licensor to Maintain or upgrade in any way the Display Equipment, which

system Licensee has undertaken to install, Maintain and Repair pursuant to Paragraph 11.2.

44.18. "Major League Baseball" or "MLB" means, depending on the context, any or all of (i) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

44.19. "Major League Baseball Club" or "Major League Club" means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

44.20. "Major League Constitution" means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

44.21. "MLB Agency Agreement" means the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

44.22. "MLB Approval" means, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

44.23. "MLB Entity" means each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

44.24. "MLB Governing Documents" means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional

Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agency Agreement.

44.25. "MLB Rules and Regulations" means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

44.26. "Oakland A's Community Fund" means the charitable trust by the same name that exists as a tax-exempt charitable organization under section 501(c)(3) of the Internal Revenue Code and is registered with the California Registry of Charitable Trusts.

44.27. "Operating Territory" means the Operating Territory assigned to Team in the MLB Constitution, which as of the Signature Date consists of Alameda and Contra Costa Counties.

44.28. "Other Event" means as defined in Paragraph 5.10.2.

44.29 "Parking Area" means the collective of the parking lots, access roads and gates/access points that are located within the Complex.

44.30. "Person" means any natural person, corporation, limited partnership, general partnership, joint stock company, joint venture, limited liability company, limited liability partnership, trust, land trust, business trust, municipal corporation, municipality and other organization, whether or not a legal entity.

44.31. "Property Damages" means physical injury to tangible property, including all resulting loss of use of the property, or loss of use of tangible property not physically injured.

44.32. "Raiders Construction Plan" means a bona fide plan for construction of a new football stadium for the Oakland Raiders on current Complex property, adjacent to the current Complex property, or otherwise located sufficiently near to the Stadium such that it will materially impact Licensee's operations, which bona fide plan must include, as pertains to such stadium project, a fully executed development agreement with a third-

party developer and the Licensor for development of a new Raiders stadium, supported by a non-refundable deposit from the developer and received by the Licensor of at least Twenty Million Dollars (\$10,000,000.00).

44.33. "Regular Season" means, for each MLB Championship Season, the period beginning on the date of the first Regular Season Game (as such term is commonly understood in MLB) and ending on the date of the last Regular Season Game (including any game played to break a tie pursuant to Major League Rule 33(c)).

44.34. "Repair" means any work, generally non-recurring and non-periodic in nature, required to repair or restore to operational status and good working order the referenced areas, structures and equipment so that they remain in a good state of repair, including replacement of the item required to be repaired to a level of quality that existed prior to the need arising for replacement (except for items specifically provided in this License that are not required to be replaced). Where the only available replacement for any structure or equipment required to be repaired is a improvement or a more advanced version of the item being replaced, the Licensor shall have an obligation to provide it even though it might be considered an upgrade rather than a Repair. However, nothing herein shall obligate Licensor to Repair or upgrade in any way the Display Equipment, which Licensee has undertaken the obligation to install, Maintain and Repair pursuant to Paragraph 11.2.

44.35. "Scoreboard Caps" means as defined in Paragraph 11.3.3.1.

44.36. "Signature Date" means the date of last execution by all signatories listed on the signature page hereof.

44.37 "Stadium" means the dual-use stadium located on Complex grounds and currently serving as the home venue of the Oakland Athletics and Oakland Raiders.

44.38. "Stadium Maintenance Fund" means as defined in Paragraph 5.7.1.

44.39. "Team" means the Oakland Athletics franchise of Major League Baseball.

44.40. "Term" means as defined in Paragraph 7.1.

IN WITNESS WHEREOF, the following parties have caused this License to be duly executed as of the date of the last signature below:

LICENSOR:

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

By: Nate Miley
Its: Chairman
Date:

LICENSEE:

ATHLETICS INVESTMENT GROUP LLC

By: Lewis N. Wolff
Its: Manager
Date:



**Oakland-Alameda County
Coliseum Authority**

July 9, 2014

Henry Gardner
One Frank Ogawa Plaza
3rd Floor
Oakland, CA 94612

Susan Muranishi
1221 Oak Street
5th Floor
Oakland, CA 94612

Dear Henry and Susan,

On Thursday, July 3, the Oakland Alameda County Coliseum Authority approved the attached License Agreement with the Oakland Athletics and requested that the City and County approve such agreement pursuant to the Management Agreement. I am hereby officially transmitting the License Agreement to of the City and County for approval. As part of its approval, the Authority requested that the A's make a change to the Agreement lowering the non-refundable deposit required for a Raider project to \$10 million from \$20 million. The A's have agreed to this change and it is reflected in the form of the agreement attached.

If you have any further request or questions, please contact me.

Sincerely,

Deena Mc Clain
OACCA
Acting Executive Director

cc: Nate Miley
Larry Reid
Scott Haggerty
Rebecca Kaplan
Barbara Parker
Donna Ziegler
Brian Washington
Jon Streeter

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

RESOLUTION NO. 2014-

Resolution Approving and Authorizing the Execution of the Stadium License Agreement between the Oakland Alameda County Coliseum Authority and the Athletics Investment Group LLC

WHEREAS, pursuant to a staff report presented to this meeting, staff has recommended to the governing board of the Authority approve and accept the Stadium License Agreement between the Authority and Athletics Investment Group LLC (the "License");

WHEREAS, a form of the License has been presented to this meeting

WHEREAS, the Authority finds it advisable and now desires to approve the form of the License and to authorize the execution of the License;

NOW THEREFORE, the governing board of the Authority hereby finds, determines declares and resolves as follows:

Section 1. All of the recitals above set forth are true and correct, and the Board so finds and determines.

Section 2. Subject to the approval of the License by the City of Oakland and the County of Alameda, the Authority hereby approves and authorizes the execution and delivery by the Authority's Chair of the License, in substantially the form presented to this meeting with only those changes that the Chair, with the advice of counsel to the Authority, shall approve.

Section 3. The Authority hereby recommends to the City Council of the City of Oakland and the Board of Supervisors of the County of Alameda the approval of the License

Section 3. All action heretofore taken by the officers and agents of the Authority concerning the negotiations of this License are hereby approved, confirmed and ratified, and the proper officers of the Authority are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all agreements, and other documents which they, or any of them, may deem necessary or advisable in order to effectuate the purposes of this resolution.

Section 4. This resolution shall take effect from and after its adoption and approval.

PASSED AND ADOPTED by the governing board of the Oakland-Alameda County Coliseum Authority, this 3rd day of July, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair
Oakland-Alameda County
Coliseum Authority

Attest:

Secretary
Oakland-Alameda County
Coliseum Authority

DRAFT

City Attorney's Office

2014 JUL 10 PM 3:06
OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

INTRODUCED BY COUNCILMEMBERS GALLO, REID, KAPLAN

Resolution Approving and Authorizing the Execution of the Stadium License Agreement between the Oakland Alameda County Coliseum Authority and the Athletics Investment Group LLC

WHEREAS, the Oakland-Alameda County Coliseum Authority (the "Authority") approved and authorized the execution of the Stadium License Agreement between the Authority and the Athletics Investment Group LLC ("the A's") on July 3, 2014; and

WHEREAS, the City Council desires to accept the approved Authority's Stadium License Agreement; and

WHEREAS, the City Council hereby finds and determines that all of the recitals above set forth are true and correct, approves and authorizes the execution and delivery by the City Administrator in the form presented to the Authority; now therefore be it

RESOLVED: That all action heretofore taken by the officers and agents of the City concerning the negotiations of this License are hereby approved, confirmed and ratified, and the proper officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions and execute and deliver any and all agreements, and other documents which they, or any of them, may deem necessary or advisable in order to effectuate the purposes of this resolution; and be it

FURTHER RESOLVED: That the City Council adopt this Resolution approving and accepting the execution of the Stadium License Agreement between the Oakland Alameda County Coliseum Authority and Athletics Investment Group LLC, and that this Resolution shall take effect from and after its adoption and approval.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2014

PASSED BY THE FOLLOWING VOTE:

AYES – BROOKS, GALLO, GIBSON McELHANEY, KALB, KAPLAN, REID, SCHAAF, and PRESIDENT KERNIGHAN

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____

LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California