

LICENSE AGREEMENT

BY AND BETWEEN

CITY OF ALAMEDA,
a charter city and municipal corporation

AS LICENSOR

and

ALAMEDA SOCCER CLUB,
a California non-profit corporation

AS LICENSEE

DATED October ____, 2017

TABLE OF CONTENTS

	<u>Page</u>
1. GRANT OF LICENSE	1
2. LICENSE AREA	1
2.01 License Area	1
2.02 Possession	1
2.03 Licensors’ Reserved Rights	1
3. TERM	1
4. FEES	2
4.01 Base Fees	2
4.02 Additional Fees	2
5. USE; COMPLIANCE WITH LAWS	2
5.01 Use	2
5.02 Compliance with Laws	2
5.03 Compliance with Restrictions	3
5.04 Intentionally Omitted.....	3
5.05 Parking	3
5.06 Scheduling.....	4
6. SECURITY DEPOSIT	4
7. UTILITIES	4
7.01 Payments for Utilities and Services	4
7.02 No Liability of Licensor.....	4
8. PERSONAL PROPERTY AND POSSESSORY INTEREST TAXES	5
8.01 Licensee’s Tax Obligation	5
8.02 Possessory Interest Taxes	5
8.03 Payment.....	5
9. ALTERATIONS	5
9.01 Licensor Consent Required.....	5
9.02 Alterations.....	5
9.03 Excavations	6
9.04 Liens.....	6
10. MAINTENANCE AND REPAIR OF LICENSE AREA	7

TABLE OF CONTENTS
(continued)

	<u>Page</u>
10.01 Maintenance and Repair by Licensee	7
11. ENVIRONMENTAL PROTECTION PROVISIONS.....	7
11.01 Hazardous Materials	7
11.02 Reportable Uses Required Consent	8
11.03 Remediation Obligations	8
11.04 Environmental Permits.....	9
11.05 Licensor’s Inspection Right	9
11.06 Hazardous Materials Handling Plan	9
11.07 Hazardous Materials Indemnity	10
12. ASSIGNMENT AND SUBLETTING.	10
13. INDEMNITY AND WAIVER OF CLAIMS.	11
13.01 Licensee Indemnification.....	11
13.02 Waiver of Claims	11
13.03 Survival/No Impairment	11
14. INSURANCE.	12
14.01 Licensee’s Insurance.....	12
14.02 Requirements For All Policies	13
14.03 Certificates of Insurance	13
15. DAMAGE OR DESTRUCTION.	13
15.01 Definitions.....	13
15.02 Partial Damage - Insured Loss.....	14
15.03 Partial Damage - Uninsured Loss	15
15.04 Total Destruction	15
15.05 Damage Near End of Term.....	15
16. CONDEMNATION.....	15
17. DEFAULT.....	16
17.01 Events of Default	16
17.02 Remedies.....	17
17.03 Licensor’s Right to Perform Licensee’s Obligations.....	17
17.04 Severability	17

TABLE OF CONTENTS
(continued)

	<u>Page</u>
18. [INTENTIONALLY OMITTED].....	17
19. SURRENDER OF LICENSE AREA.....	17
20. HOLDING OVER.....	18
21. MORTGAGES.....	18
22. TENANT’S ESTOPPEL CERTIFICATE.....	18
23. [INTENTIONALLY OMITTED].....	18
24. NOTICE.....	18
25. LABOR PROVISIONS.....	19
25.01 Equal Opportunity.....	19
25.02 Convict Labor.....	19
26. MISCELLANEOUS.....	19
26.01 Governing Law.....	19
26.02 Severability.....	19
26.03 Attorneys’ Fees.....	19
26.04 Force Majeure.....	20
26.05 Sale.....	20
26.06 Signs.....	20
26.07 Brokers.....	20
26.08 Access by Licensor.....	20
26.09 Waiver of Right to Jury Trial.....	21
26.10 Recordation.....	21
26.11 Paragraph Titles.....	21
26.12 Authority.....	21
26.13 Quiet Enjoyment.....	21
26.14 Asbestos Notification for Commercial Property Constructed Before 1979.....	22
26.15 Lead Warning Statement.....	22
26.16 OFAC Certification.....	22
26.17 Certified Access Specialist Disclosure.....	22
26.18 Time of the Essence.....	22
26.19 Entire Agreement.....	22

TABLE OF CONTENTS
(continued)

	<u>Page</u>
26.20 Rules and Regulations.....	23
26.21 Relocation Benefits.....	23
26.22 Counterparts.....	23

INDEX OF EXHIBITS

Exhibit

A	LICENSE AREA
A-1	PARKING AREA
B	COMMENCEMENT LETTER
C	ACKNOWLEDGMENT OF RECEIPT
D	ENVIRONMENTAL QUESTIONNAIRE

LICENSE AGREEMENT

BASIC LICENSE INFORMATION

<i>License Date:</i>	October ____, 2017
<i>Licensor:</i>	City of Alameda, a charter city and municipal corporation
<i>Licensor's Address:</i>	City of Alameda Alameda City Hall 2263 Santa Clara Ave Alameda, CA 94501 Tel: (510) 748-4509 Attn: City Manager
<i>Licensee:</i>	Alameda Soccer Club a California non-profit corporation
<i>Licensee's Address:</i>	2233 Santa Clara Avenue Alameda, CA 94501
<i>License Area:</i>	Those certain premises known as a portion of Lot #22 and an adjacent portion of Certain Term 1 property, located at 250 W. Hornet Ave., Alameda, CA consisting of approximately One Hundred Thirty-Three Thousand Three Hundred and Four (133,304) rentable square feet, as depicted on Exhibit A .
<i>Length of Term:</i>	Sixty (60) months
<i>Estimated Commencement Date:</i>	December 1, 2017
<i>Estimated Expiration Date:</i>	November 30, 2022
<i>Fees:</i>	Consideration for this License shall be in the form of Licensee's maintenance of the field in a safe and playable condition at the Licensee's sole cost through the Term of this License, including, but not limited to, grass cutting, refuse collection and disposal, lining of the fields, set-up and take down for Licensee sponsored soccer games.
<i>Taxes and Utilities:</i>	Licensee shall pay all costs for services and utilities to the License Area, as defined in the License. Licensee shall pay all taxes

	(including possessory interest taxes) levied on or against the License Area or its personal property.
<i>Security Deposit:</i>	Security Deposit has been waived.
<i>Permitted Use:</i>	Maintenance and use as a full-size soccer field for use by organized youth or adult soccer. Soccer field may be used from 8:00 a.m. until 10:00 pm, seven days a week, as needed for soccer practice, soccer competition, and soccer camps.
<i>Parking:</i>	Licensee shall have the right, on a non-exclusive basis, to have its employees and visitors park in the paved areas identified in Exhibit A-1 attached hereto, as further set forth in Section 5.05 herein below.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into by and between CITY OF ALAMEDA, a charter city and municipal corporation (“**City**” or “**Licensor**”) and ALAMEDA SOCCER CLUB, a California non-profit corporation (“**Licensee**”). The Basic License Information, the Exhibits and this License Agreement are and shall be construed as a single instrument and are referred to herein as the “**License**”.

1. GRANT OF LICENSE

1.1 Grant of License.

In consideration of the stated conditions and agreements, Licensor hereby grants permission to Licensee to carry out the Permitted Use within the License Area described in the Basic License Information and Exhibit A attached hereto.

1.2 Termination of 2014 License.

Licensee currently occupies the License Area under a License Agreement dated _____, 2014 (the “2014 License”). It is the intent of the parties that the 2014 License shall be and is terminated as of the Commencement Date hereof, except for those indemnification obligations which survive the termination of the 2014 License for claims occurring prior to the Commencement Date of the Agreement. At all times after the Commencement Date, Licensee’s continued use and occupancy of the License Area shall be pursuant to the terms of this Agreement.

2. LICENSE AREA

2.01 License Area. The License Area is as specified in the Basic License Information. Said License Area is located on property commonly referred to as the former Naval Air Station Alameda (“**Property**”). The License Area has the address and contains the square footage specified in the Basic License Information; provided, however, that any statement of square footage set forth in this License is an approximation which Licensor and Licensee agree is reasonable and no economic terms based thereon shall be subject to revision whether or not the actual square footage is more or less.

2.02 Possession. Licensee acknowledges that it has been in possession and use of the License Area pursuant to the 2014 License. Licensee acknowledges that the License Area is in good order and satisfactory condition and that neither Licensor nor any agent of Licensor has made any representation or warranty with respect to the suitability of the License Area for the Permitted Use.

2.03 Licensors’ Reserved Rights. Licensor hereby reserves the right, and at any time and from time to time, to enter the License Area without notice at any time for purposes of inspecting the License Area to determine whether the License Area is in good condition and whether Licensee is complying with its obligations under the License; to perform any necessary

maintenance, repairs or restoration to the License Area; and to show the License Area to prospective licensees, tenants or other interested parties. In connection with any of the foregoing activities, Licensor shall use reasonable efforts to minimize any interference with Licensee's use of the License Area. Licensor shall not be liable in any manner and Licensee hereby waives any claims for damages, for any inconvenience, disturbance, loss of business, nuisance, or other damages arising out of Licensor's entry into the License Area.

3. TERM.

The term of this License ("**Term**") shall be for the period specified in the Basic License Information, commencing on the later of (a) the Estimated Commencement Date or (b) one (1) day after this License has been approved by the City Council, the date of which approval shall be deemed to be the effective date of an ordinance approving this License as required by the City Charter ("**Commencement Date**"). This License shall terminate at midnight on the last day of the sixtieth (60th) full calendar month following the Commencement Date ("**Expiration Date**"), unless sooner terminated or extended as hereinafter provided. Promptly following the Commencement Date, Licensor and Licensee shall enter into a letter agreement substantially in the form attached hereto as **Exhibit B**, specifying and confirming the Commencement Date and the Expiration Date; if Licensee fails to execute and deliver such letter agreement to Licensor within ten (10) business days after Licensor's delivery of the same to Licensee, said letter agreement will be deemed final and binding upon Licensee.

4. FEES.

4.01 Base Fees. Base Fees have been waived. Consideration for this License shall be in the form of Licensee's maintenance of the field in a safe and playable condition at the Licensee's sole cost through the Term of this License, including, but not limited to, grass cutting, refuse collection and disposal, lining of the fields, set-up and take down for Licensee sponsored soccer games.

4.02 Additional Fees. As used in this License, the term "**Additional Fees**" shall mean all sums of money that are due and payable by Licensee under the terms of this License including, but not limited to, Licensee's share of Utilities, if any, in accordance with Article 7 of this License. The term "Fees," as used herein, shall mean all Base Fees (if any), Additional Fees and all other amounts payable hereunder from Licensee to Licensor. Unless otherwise specified herein, all Fees shall be due and payable by Licensee on or before the date that is thirty (30) days after billing by Licensor.

5. USE; COMPLIANCE WITH LAWS.

5.01 Use. The License Area shall be used and occupied only for the Permitted Use specified in the Basic License Information and for no other purpose. If the Basic License Information limits the time and location of activities permitted hereunder, then Licensee shall not conduct the activity at times and locations other than at the times and locations hereinabove specified unless express prior written authorization is granted by Licensor.

5.02 Compliance with Laws. Licensee shall comply with all laws, ordinances, rules, regulations and codes, of all municipal, county, state and federal authorities, including the

Americans With Disabilities Act, as amended, (42 U.S.C. Section 1201 et seq. [the “**ADA**”]) (collectively, “**Laws**”) pertaining to Licensee’s use and occupancy of the License Area and the conduct of its business. Licensee shall be responsible for making all improvements and alterations necessary to bring the License Area in to compliance with applicable ADA requirements and to ensure that the License Area remains in compliance throughout the Term of this License. Licensee shall not commit, or suffer to be committed, any waste upon the License Area or any public or private nuisance, nor shall Licensee store any materials on the License Area which are visible from areas adjacent to the License Area, unless otherwise specifically set forth in this License. Licensee shall not permit any objectionable odor to escape or be emitted from the License Area and shall ensure that the License Area remains free from infestation from rodents or insects.

5.03 Compliance with Restrictions. The License Area is located on property known as the former Naval Air Station Alameda, which was conveyed to the City by the United States of America, acting by and through the Department of the Navy by a quitclaim deed dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199810 of Official Records in the Office of the County Recorder, Alameda County, California (“**Quitclaim Deed**”). Said Quitclaim Deed conveyed the License Area subject to certain covenants, conditions, restrictions, easements, and encumbrances as set forth therein. The License Area is further encumbered by those certain restrictions set forth in the Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013 and recorded June 6, 2013 as Series No.: 2013-199782 in the Office of the County Recorder of Alameda County (“**Declaration of Restrictions**”). Copies of the Quitclaim Deed and Declaration of Restrictions have been delivered to Licensee and, concurrently with the execution of this License, Licensee shall sign and return to Licensor the Acknowledgment of Receipt, attached hereto as **Exhibit D**. Use of the License Area is further restricted by the National Environmental Protection Act Record of Decision (“**ROD**”) for the disposal and reuse of the former Naval Air Station Alameda, and all conditions contained therein. A copy of the ROD is available for review at Licensor’s office during normal business hours. The covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances set forth in the Quitclaim Deed, Declaration of Restrictions and the ROD, as they effect the License Area, are collectively referred to herein as the “**Restrictions.**” Any use of the License Area shall comply with the Restrictions and a failure to so comply shall constitute a Default under this License.

5.04 Intentionally Omitted.

5.05 Parking. Licensee and its employees, agents, suppliers, customers, patrons and invitees shall also have, in common with Licensor and such other persons to whom Licensor may grant the non-exclusive right to use the parking areas identified on Exhibit A-21 (“**Parking Areas**”) for parking purposes, for up to a maximum of sixty (60) unreserved parking spaces. Licensor shall not be required to enforce Licensee’s right to use such parking spaces. Licensor reserves the right, from time to time, to stripe, re-stripe or otherwise designate those areas of the Parking Areas which may be used for parking purposes. Under no circumstances may the Parking Areas be utilized for the storage, repair or maintenance of any vehicles. Should Licensee or its agents, employees or invitees use the Parking Areas or any portion thereof, in violation of this Section 5.05, Licensor shall have the right, without notice, in addition to such other rights and remedies that it may have, to tow away any vehicle involved and charge the cost

of towing and storage to Licensee, which costs shall be immediately payable upon demand by Licensor as Additional Fees. Except in the case of Licensor's gross negligence or willful misconduct, neither Licensor nor any Licensor Related Party (as defined below) shall be liable for (a) loss or damage to any vehicle or other personal property parked or located upon or within the Parking Area, whether pursuant to this License or otherwise and whether caused by fire, theft, explosions, strikes, riots or other cause whatsoever or (b) injury to or death of any person in, about or around any parking spaces or any portion of the Parking Areas or any vehicle parked thereon whether caused by fire, theft, assault, explosion, riot or any other cause whatsoever and Licensee hereby waives any claims for, or in respect to, the above. Licensee shall not assign any of its rights under this Section 5.05.

5.06 Scheduling. Subject to the need for proper field rotation and scheduling with Licensee, the City of Alameda shall have the right to use the License Area for public recreational programs for youth and adults, during any time of the year for which Licensee has not otherwise scheduled its soccer practices and games. Licensee shall meet annually to coordinate public use of the License Area by the City of Alameda Recreation and Park Department. Licensee shall not unreasonably withhold its consent to use the License Area for public recreational programs for youth and adults.

6. SECURITY DEPOSIT.

The security deposit has been waived.

7. UTILITIES.

7.01 Payments for Utilities and Services. Licensee shall contract directly with the providers of, and shall pay all charges for, water, sewer, gas, electricity, heat, cooling, telephone, refuse collection, janitorial, pest control, security and monitoring services furnished to the License Area, together with all related installation or connection charges or deposits ("**Utilities**"). If any Utilities are provided by Alameda Municipal Power ("**AMP**") it is understood and agreed that such entity is separate and distinct from Licensor and Licensee must contract directly with AMP for any such Utilities. If any such Utilities are not separately metered or billed to Licensee for the License Area but rather are billed to and paid by Licensor, Licensee shall pay to Licensor, as Additional Fees, its pro rata share of the cost of such services, as reasonably determined by Licensor. Licensee acknowledges that the water is metered. Licensor shall take meter readings each month and shall prepare and invoice for water used by Licensee for the use, occupancy and maintenance of the License Area during the previous month. Licensor shall not be liable for any reason for any loss or damage resulting from an interruption of any of these services. Licensor may designate the provider of Utilities and in such event Licensee shall use such designated provider; provided that Licensee shall have no claim against Licensor, of any type, for any failure of such provider to provide such service, and Licensee's remedy, if any, shall be limited to such provider.

7.02 No Liability of Licensor. Except in the case of Licensor's gross negligence or willful misconduct, in no event shall Licensor be liable or responsible for any loss, damage, expense or liability, including, without limitation, loss of business or any consequential damages, arising from any failure or inadequacy of any service or utility provided to the Licensee.

Area, whether resulting from any change, failure, interference, disruption or defect in supply or character of the service or utility provided to the License Area, or arising from the partial or total unavailability of the service or utility to the License Area, from any cause whatsoever, or otherwise, nor shall any such failure, inadequacy, change, interference, disruption, defect or unavailability constitute an actual or constructive eviction of Licensee, or entitled Licensee to any abatement or diminution of Fees or otherwise relive Licensee from its obligations under this License.

8. PERSONAL PROPERTY AND POSSESSORY INTEREST TAXES.

8.01 Licensee's Tax Obligation. Licensee shall pay all Taxes (as hereinafter defined) levied or imposed against the License Area or Licensee's personal property or trade fixtures placed by Licensee in or about the License Area during the Term. Taxes shall mean all taxes, assessments and governmental charges, whether federal, state, county or municipal, and whether general or special, ordinary or extraordinary, foreseen or unforeseen, imposed upon, the License Area, any possessory interest therein, or their operation, whether or not directly paid by Licensor.

8.02 Possessory Interest Taxes. The interest created by this License may at some time be subject to property taxation under the laws of the State of California. If property taxes are imposed, the party in whom the possessory interest is vested may be subject to the payment of the taxes levied on such interest. This notice is included in this License pursuant to the requirements of section 107.6 (a) of the Revenue and Taxation Code of the State of California.

8.03 Payment. Licensee shall pay the Taxes directly imposed upon it for its personal property or trade fixtures or possessory interests in accordance with the instructions of the taxing entity. Licensee shall pay the Taxes originally imposed upon Licensor, upon Licensor's election, either (a) annually within thirty (30) days after the date Licensor provides Licensee with a statement setting forth in reasonable detail such Taxes, or (b) monthly in advance based on estimates provided by Licensor based upon the previous year's tax bill. All Taxes originally imposed upon Licensor and payable by Licensee with respect to the License Area shall be prorated on a per diem basis for any partial tax year included in the Term. Licensee's obligation to pay Taxes during the last year of the Term shall survive the termination of this License.

9. ALTERATIONS.

9.01 Licensor Consent Required. Licensee shall not make any alterations, improvements, or additions (each an "**Alteration**") in or about the License Area or any part thereof without the prior written consent of Licensor, which consent may be granted, withheld or conditioned upon Licensor's sole and absolute discretion.

9.02 Alterations. Any Alterations to the License Area shall be at Licensee's sole cost and expense, and made in compliance with all applicable Laws and all reasonable requirements requested by Licensor. Prior to starting work, Licensee shall furnish Licensor with

plans and specifications (which shall be in CAD format if requested by Licensor); names of contractors reasonably acceptable to Licensor; required permits and approvals; evidence of contractors and subcontractors insurance in amounts reasonably required by Licensor and naming Licensor, the managing agent for the License Area and such other persons or entities as Licensor may reasonably request, as additional insureds; and any security for payment in performance and amounts reasonably required by Licensor. In addition, if any such Alteration requires the removal of asbestos, an appropriate asbestos disposal plan, identifying the proposed disposal site of all such asbestos, must be included with the plans and specifications provided to Licensor. Licensee shall reimburse Licensor for any sums paid by Licensor for third party examination of Licensee's plans for Alterations. Licensor's approval of an Alteration shall not be deemed a representation by Licensor that the Alteration complies with Law. Upon completion, Licensee shall furnish Licensor with at least three (3) sets of "as built" plans (as well as a set in CAD format, if requested by Licensor) for the Alterations, completion affidavit and full and final unconditional waivers of liens and will cause a Notice of Completion to be recorded in the Office of the Recorder of the County of Alameda. Any Alteration shall at once become the property of Licensor; provided, however, that Licensor, at its option, may require Licensee to remove any Alterations prior to the expiration or sooner termination of this License. If Licensee serves a request in writing together with Licensee's request for Licensor's consent to any such Alterations ("**Removal Request**"), Licensor will notify Licensee at the time of Licensor's consent to any such Alterations as to whether Licensor requires their removal. All costs of any Alterations (including, without limitation, the removal thereof, if required) shall be borne by Licensee. If Licensee fails to promptly complete the removal of any Alterations and/or to repair any damage caused by the removal, Licensor may do so and may charge the reasonable costs thereof to Licensee. All Alterations shall be made in a first-class, workmanlike manner, in accordance with Licensor's then-current guideline for construction, and Licensee shall maintain appropriate liability and builders' risk insurance throughout the construction. Licensee shall indemnify, defend, protect and hold Licensor harmless from and against any and all claims for injury to or death of persons or damage or destruction of property arising out of or relating to the performance of any Alterations by or on behalf of Licensee. Under no circumstances shall Licensor be required to pay, during the Term (as the same may be extended or renewed) any ad valorem or Property Tax on such Alterations, Licensee hereby covenanting to pay all such taxes when they become due.

9.03 Excavations. In the event Licensee intends to perform any Alterations requiring excavations below the surface of the License Area or construction of a permanent structure on the License Area, Licensee must determine the actual location of all utilities using standard methods (i.e., potholing, metal fish line, etc.) and submit this information with an application to excavate or application to build a permanent structure to Licensor for approval (which shall also include the approval of other applicable governmental authorities). The application shall include a site plan showing the location of utilities and that construction will not take place above the utility line or within the utility easement, specifically showing that no permanent structure will be constructed in these areas. Licensee shall be responsible for complying with the provisions of the City of Alameda's Marsh Crust Ordinance, and if required, shall obtain a Marsh Crust Permit.

9.04 Liens. Licensee shall pay when due all claims for labor or materials furnished to Licensee for use in the License Area. Licensee shall not permit any mechanic liens

or any other liens against the License Area for any labor or materials furnished to Licensee in connection with work performed on or about the License Area by or at the direction of Licensee. Licensee shall indemnify, hold harmless and defend Licensor (by counsel reasonably satisfactory to Licensor) from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Licensee. In the event that Licensee shall not, within fifteen (15) business days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Licensor shall have, in addition to all other remedies provided herein or by law, the right, but not the obligation, to cause the same to be released by such means as it may deem proper, including payment of the claim giving rise to such lien. All such sums paid by Licensor and expenses reasonably incurred in connection therewith, including attorneys' fees and costs, shall be payable to Licensor by Licensee on demand.

10. MAINTENANCE AND REPAIR OF LICENSE AREA.

10.01 Maintenance and Repair by Licensee.

(a) Licensee Maintenance. Licensee shall, at its sole costs and expense, maintain the License Area in good repair and in a neat and clean condition, including making all necessary repairs and replacements. Licensee's repair and maintenance obligations include, without limitation, repairs to: (i) field turf; (ii) bleachers; (iii) irrigation; (iv) fencing; and (v) Alterations, described in Article 9;

(b) Licensee Repair. Licensee shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the License Area caused by Licensee or Licensee's agents, employees, invitees, licensees, visitors or contractors, including but not limited to repairs or replacements necessitated by (i) the construction or installation of improvements to the License Area by or on behalf of Licensee and (ii) the moving of any property into or out of the License Area. If Licensee fails to make such repairs or replacement within fifteen (15) days after notice from Licensor, then Licensor may, at its option, upon prior reasonable notice to Licensee (except in an emergency) make the required repairs and replacements and the costs of such repairs or replacement shall be charged to Licensee as Additional Fees and shall become due and payable by Licensee within thirty (30) days.

11. ENVIRONMENTAL PROTECTION PROVISIONS.

11.01 Hazardous Materials. "**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the License Area are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery

Act; all environmental laws of the state where the Station is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted. “**Hazardous Materials Laws**” shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

11.02 Reportable Uses Required Consent. Except as permitted in this Article 11, Licensee hereby agrees that Licensee and Licensee's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the License Area (for purposes of this Article 11, referred to collectively herein as “**Licensee Representatives**”) shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the License Area or transport to or from the License Area without the express prior written consent of Licensor, which consent may be limited in scope and predicated on strict compliance by Licensee of all applicable Hazardous Materials Laws and such other reasonable rules, regulations and safeguards as may be required by Licensor (or any insurance carrier, environmental consultant or lender of Licensor, or environmental consultant retained by any lender of Licensor) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under or about the License Area. In connection therewith, Licensee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Licensee or any of Licensee's Representatives of Hazardous Materials on the License Area, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the License Area. The foregoing notwithstanding, Licensee may use ordinary and customary materials reasonably required to be used in the course of the Permitted Use, including fertilizers, pesticides and fungicides, so long as such use is in compliance with all Hazardous Materials Laws and does not expose the License Area or neighboring property to any meaningful risk of contamination or damage or expose Licensor to any liability therefor.

11.03 Remediation Obligations. If at any time during the Term, any contamination of the License Area by Hazardous Materials shall occur where such contamination is caused by the act or omission of Licensee or Licensee's Representatives (“**Licensee's Contamination**”), then Licensee, at Licensee's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the License Area or the groundwater underlying the License Area to the extent required to comply with applicable Hazardous Materials Laws. Licensee shall not take any required remedial action in response to any Licensee's Contamination in or about the License Area or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Licensee's Contamination without first obtaining the prior written consent of Licensor, which may be subject to conditions imposed by Licensor as determined in Licensor's sole discretion. Such prior written consent shall not be required to the extent the delay caused by the requirement to obtain consent may increase the damage to the License Area or the risk of harm to human health, safety or security caused by the Licensee's Contamination. Licensor and Licensee shall jointly prepare a remediation plan in compliance with all Hazardous Materials Laws and the provisions

of this License. In addition to all other rights and remedies of Licensor hereunder, if Licensee does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Licensee's Contamination, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Licensee's Contamination within thirty (30) days after all necessary approvals and consents have been obtained, and thereafter continue to prosecute such remediation to completion in accordance with the approved remediation plan, then Licensor, at its sole discretion, shall have the right, but not the obligation, to cause such remediation to be accomplished, and Licensee shall reimburse Licensor within fifteen (15) business days of Licensor's demand for reimbursement of all amounts reasonably paid by Licensor (together with interest on such amounts at the highest lawful rate until paid), when such demand is accompanied by proof of payment by Licensor of the amounts demanded. Licensee shall promptly deliver to Licensor, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the License Area as part of Licensee's remediation of any Licensee's Contamination. The foregoing notwithstanding, "Licensee's Contamination" shall not refer to or include any Hazardous Materials that were not clearly introduced to the License Area by Licensee or Licensee's Representatives. As an example, if lead dust or asbestos are found on the License Area, unless there is clear evidence that Licensee introduced those Hazardous Materials to the License Area, those Hazardous Materials shall not be considered "Licensee's Contamination," and it shall not be Licensee's responsibility to take remedial action relating to such Hazardous Materials.

11.04 Environmental Permits. Licensee, its contractors, assigns or subtenants shall be solely responsible for obtaining, at their cost and sole expense, any environmental permits required for Licensee's operations under the License, independent of any existing permits held by Licensor. Licensee shall not conduct operations or activities under any environmental permit that names Licensor as a secondary discharger or co-permittee. Licensee shall provide prior written notice to Licensor of all environmental permits and permit applications required for any of Licensee's operations or activities. Licensee acknowledges that Licensor will not consent to being named a secondary discharger or co-permittee for any operations or activities of Licensee, its contractors, assigns or subtenants. Licensee shall strictly comply with any and all environmental permits (including any hazardous waste permit required under the Resource Conservation and Recovery Act or its state equivalent) and must provide, at its own expense, any hazardous waste management facilities complying with all Hazardous Material Laws.

11.05 Licensor's Inspection Right. Licensor shall have the right to inspect the License Area for compliance with environmental, safety, and occupational health laws and regulations, regardless of whether Licensor is responsible for enforcing or complying with them. Licensee shall have no claim against Licensor, or any officer, agent, employee, contractor or subcontractor of Licensor by reason of entrance of such Licensor officer, agent, employee, contractor or subcontractor onto the License Area.

11.06 Hazardous Materials Handling Plan. Prior to the execution of this License, Licensee shall complete, execute and deliver to Licensor an Environmental Questionnaire Disclosure Statement (the "**Environmental Questionnaire**"), in the form of **Exhibit D** attached hereto. To the extent Licensee intends to store, use, treat or dispose of Hazardous Materials on the License Area, Licensee shall prepare and submit together with the Environmental Questionnaire a Hazardous Materials Handling Plan (the "**Hazardous Materials**

Handling Plan”). For a period of fifteen (15) days following Licensor's receipt of the Environmental Questionnaire and Hazardous Materials Handling Plan, if applicable, Licensor shall have the right to approve or disapprove such documents. The failure of Licensor to approve such documents shall be deemed Licensor's disapproval thereof. Licensor approval of the Environmental Questionnaire and the Hazardous Materials Handling Plan shall constitute approval for Licensee's use of the Hazardous Materials set forth therein in compliance with Hazardous Materials Laws and the Hazardous Materials Handling Plan. Following approval of the Hazardous Materials Handling Plan, Licensee shall comply therewith throughout the Term. To the extent Licensee is permitted to utilize Hazardous Materials upon the License Area, such use shall be limited to the items set forth in the Environmental Questionnaire, shall comply with Hazardous Materials Laws and the Hazardous Materials Handling Plan and Licensee shall promptly provide Licensor with complete and legible copies of all the following environmental items relating thereto: reports filed pursuant to any self-reporting requirements; permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans or documents relating to water discharges, air pollution, waste generation or disposal, and underground storage tanks for Hazardous Materials; orders, reports, notices, listing and correspondence of or concerning the release, investigation of, compliance, cleanup, remedial and corrective actions, and abatement of Hazardous Materials; and all complaints, pleadings and other legal documents filed by or against Licensee related to Licensee's use, handling, storage or disposal of hazardous materials. If, in conjunction with Licensee's Permitted Use of the License Area, Licensee desires to commence the use, treatment, storage or disposal of previously undisclosed Hazardous Materials, prior to such usage thereof, Licensee shall notify Licensor thereof, by written summary detailing the scope of such proposed usage and updating the Hazardous Materials Handling Plan to the extent required by such proposed usage. For a period of fifteen (15) days following Licensor's receipt of such notice, Licensor shall have the right to approve or disapprove of such documents. The failure of Licensor to approve of such documents within such time period shall be deemed Licensor's disapproval thereof.

11.07 Hazardous Materials Indemnity. In addition to any other provisions of this License, Licensee shall, and does hereby agree, to, indemnify and hold harmless Licensor from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal arising from Licensee's occupancy, use or operations, or any other action by Licensee or its contractors, employees, agents, assigns, invitees, or subtenants giving rise to liability, civil or criminal, or any other action by Licensee or its contractors, employees, agents, assigns, or subtenants giving rise to responsibility under any Hazardous Materials Laws. Licensee's obligations hereunder shall apply whenever Licensor incurs costs or liabilities for Licensee's activities or for the activities of Licensee's contractors, employees, agents, assigns, invitees, or subtenants as provided hereunder. This provision shall survive the expiration or termination of this License.

12. ASSIGNMENT AND SUBLETTING.

12.1 Except as otherwise provided in this Article 12, this License is personal and non-assignable by Licensee. Licensee may assign this License or sub-license the License Area to one or more sports organizations with Licensor's prior written approval. Any such request for approval shall include the name, address and description of the proposed assignee or sub-

licensee, its most recent financial statement and other evidence of financial responsibility, its intended use of the License Area, the terms and conditions of the proposed assignment or sub-license, and such other information as Licensor may reasonably request. Any such assignment or sub-license shall be made pursuant to an assignment agreement or sub-license, as applicable, in a form reasonably acceptable to Licensor. Without affecting any of its other obligations under this License, Licensee shall pay Licensor as additional Fee, one-half of any sums or other economic considerations that are received by Licensee as a result of such assignment or sub-licensing. Except as otherwise expressly provided above with respect to Licensor-approved assignments or sub-licenses, any attempt to sublease the License Area or assign any of Licensee's interests under this License, without prior written consent from the Licensor, shall be null and void and shall constitute a Default within the meaning of Article 17.

13. INDEMNITY AND WAIVER OF CLAIMS.

13.01 Licensee Indemnification. Licensee shall indemnify, defend and hold Licensor and Licensor Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges, judgment and expenses (including reasonable attorneys' fees, costs and disbursements) (collectively referred to as "**Losses**"), arising from (a) the use of, or any activity done, permitted or suffered in or about the License Area; (b) any activity done, permitted or suffered by Licensee or Licensee's agents in or about the License Area; (c) any act, neglect, fault, or willful misconduct of Licensee or Licensee's agents; or (d) from any breach or default in the terms of this License by Licensee or Licensee's agents, except to the extent such claims arise out of or relate to the gross negligence or willful misconduct of Licensor. If any action or proceeding is brought against Licensor by reason of any such claim, upon notice from Licensor, Licensee shall defend the same at Licensee's expense by counsel reasonably satisfactory to Licensor. As a material part of the consideration to Licensor, Licensee hereby releases Licensor and its trustees, members, principles, beneficiaries, partners trustees, members, principles, beneficiaries, partners, elected officials, officers, directors, employees, property managers, Mortgagees and agents ("**Licensor Related Parties**") from responsibility for, waives its entire claim of recovery for and assumes all risks of (i) damage to property or injury to person in or about the License Area from any cause whatsoever except to the extent caused by the gross negligence or willful misconduct of Licensor or Licensor Parties, or (ii) loss resulting from business interruption or loss of income at the License Area.

13.02 Waiver of Claims. Except in the event of its own gross negligence or willful misconduct, Licensor shall not be liable to Licensee and Licensee hereby waives all claims against Licensor and Licensor Related Parties for any injury or damage to any person or property occurring or incurred in connection with or in any way relating to the License Area from any cause. Without limiting the foregoing, neither Licensor nor any Licensor Related Party shall be liable for and there shall be no abatement of Fees for (a) any damage to Licensee's property stored with or entrusted to any Licensor Related Party, (b) loss of or damage to any property by theft or any other wrongful or illegal act, or (c) any injury or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the License Area or from the pipes, appliances, appurtenance or plumbing works thereof or from the roof, street or surface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the License Area or from any other cause whatsoever, (d) any

diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the License Area or (e) any latent or other defects in the License Area. Licensee agrees that in no case shall Licensor or any Licensor Related Party be responsible or liable on any theory for any injury to Licensee's business, loss of profits, loss of income or any other form of consequential damage.

13.03 Survival/No Impairment. The obligations of Licensee under this Article 13 shall survive any termination of this License. The foregoing indemnity obligations shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this License, to the extent that such policies cover the peril or currents that results in the claims that are subject to the foregoing indemnity.

14. INSURANCE.

14.01 Licensee's Insurance.

(a) Liability Insurance. Licensee shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, or such larger amount as Licensor may prudently require from time to time, covering bodily injury and property damage liability and product liability if a product is sold from the License Area. Each policy of liability insurance required by this Section shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Licensor covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Licensor, its partners, property managers and Mortgagees; and (v) name Licensor, and such other parties in interest as Licensor may from time to time reasonably designate to Licensee in writing, as additional insureds. Such additional insureds shall be provided at least the same extent of coverage as is provided to Licensee under such policies.

(b) The additional insured endorsement shall be in a form at least as broad as endorsement form number CG 20 11 01 96 promulgated by the Insurance Services Office and shall read as follows: City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured by endorsement under all insurance coverages, except any professional liability insurance, required by this Agreement.

(c) Property Insurance. In the event Licensee makes any Alterations to the License Area or otherwise constructs or installs any improvements in which Licensor has an interest, Licensee shall obtain and keep in full force and affect a policy or policies in the name of Licensor, with loss payable to Licensor and to any Mortgagee insuring loss or damage to the License Area and any Alterations or other improvements constructed by Licensee therein. The amount of such insurance shall be equal to the full insurable replacement costs of the Alterations or other improvements, as the same shall exist from time to time, or the amount required by any Mortgagee, but in no event more than the commercially reasonable and available insurable value thereof. If the coverage is available and commercially appropriate, such policy or policies shall

insure against all risks of direct physical loss or damage, including coverage for debris removal and enforcement of any applicable Laws requiring the upgrading, demolition, reconstruction or replacement of any portion of the License Area as a result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause and inflation guard protection causing an increase in the annual property insurance amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose.

(d) Worker's Compensation Insurance; Employer's Liability Insurance. Licensee shall, at Licensee's expense, maintain in full force and effect during the Term of this License, worker's compensation insurance with not less than the minimum limits required by law, and employer's liability insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00).

14.02 Requirements For All Policies. Each policy of insurance required under Section 14.01 shall: (a) be in a form, and written by an insurer, reasonably acceptable to Licensor, (b) be maintained at Licensee's sole cost and expense, and (c) require at least thirty (30) days' written notice to Licensor prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the Best Key Rating Guide. All insurance companies issuing such policies shall be admitted carriers licensed to do business in the state where the Property is located. Any deductible amount under such insurance shall not exceed \$5,000. Licensee shall provide to Licensor, upon request, evidence that the insurance required to be carried by Licensee pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid. Licensee shall, at least thirty (30) days prior to expiration of each policy, furnish Licensor with certificates of renewal thereof and shall provide Licensor with at least thirty days prior written notice of any cancellation or modification. Licensor and Licensee agree, to the extent such waivers are commercially reasonable, to have their respective insurance companies waive any rights of subrogation that such company may have against Licensor or Licensee, as the case may be.

14.03 Certificates of Insurance. Upon execution of this License by Licensee, and not less than thirty (30) days prior to expiration of any policy thereafter, Licensee shall furnish to Licensor a certificate of insurance reflecting that the insurance required by this Article is in force, accompanied by an endorsement(s) showing the required additional insureds satisfactory to Licensor in substance and form.

15. DAMAGE OR DESTRUCTION.

15.01 Definitions.

(a) **"License Area Partial Damage"** shall mean damage or destruction to the improvements on the License Area, other than Licensee owned trade fixtures , which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Licensor shall notify Licensee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing,

License Area Partial Damage shall not include damage to turf and fence, and/or other similar items which Licensee has the responsibility to repair or replace pursuant to the provisions of Section 10.01.

(b) **“License Area Total Destruction”** shall mean damage or destruction to the License Area, other than Licensee owned trade fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Licensor shall notify Licensee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **“Insured Loss”** shall mean damage or destruction to improvements on the License Area, other than Licensee owned trade fixtures, which was caused by an event required to be covered by the insurance described in Section 14.01, irrespective of any deductible amounts or coverage limits involved. Licensee shall assign to Licensor any such insurance proceeds.

(d) **“Replacement Cost”** shall mean the cost to repair or rebuild the improvements owned by Licensor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Laws governing the License Area, and without deduction for depreciation.

(e) **“Hazardous Material Condition”** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Material as defined in Section 12.01, in, on, or under the License Area which requires repair, remediation, or restoration.

15.02 Partial Damage - Insured Loss. If a License Area Partial Damage that is an Insured Loss occurs, the Licensor shall, at Licensor’s expense, repair such damage (but not Licensee’s trade fixtures) as soon as reasonably possible and this License shall continue in full force and effect; provided, however, that Licensee shall, at Licensor’s election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Licensor shall make any applicable insurance proceeds available to Licensee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, Licensee shall promptly contribute the shortage in proceeds (except as to the deductible which is Licensee’s responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Licensor shall have no obligation to fully restore the unique aspects of the License Area unless Licensee provides Licensor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Licensor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this License shall remain in full force and effect. If such funds or assurance are not received, Licensor may nevertheless elect by written notice to Licensee within 10 days thereafter to: (a) make such restoration and repair as is commercially reasonable with Licensor paying any shortage in proceeds, in which case this License shall remain in full force and effect, or (b) have this License

terminate 30 days thereafter. Licensee shall not be entitled to reimbursement of any funds contributed by Licensee to repair any such damage or destruction. License Area Partial Damage due to flood or earthquake shall be subject to Section 15.03, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

15.03 Partial Damage - Uninsured Loss. If a License Area Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Licensee (in which event Licensee shall make the repairs at Licensee's expense), Licensor may either: (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this License shall continue in full force and effect, or (b) terminate this License by giving written notice to Licensee within 30 days after receipt by Licensor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Licensor elects to terminate this License, Licensee shall have the right within 20 days after receipt of the termination notice to give written notice to Licensor of Licensee's commitment to pay for the repair of such damage without reimbursement from Licensor. Licensee shall provide Licensor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this License shall continue in full force and effect, and Licensor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Licensor does not make the required commitment, this License shall terminate as of the date specified in the termination notice.

15.04 Total Destruction. Notwithstanding any other provision hereof, if a License Area Total Destruction occurs, this License shall terminate 60 days following such destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Licensee, Licensor shall have the right to recover Licensor's damages from Licensee.

15.05 Damage Near End of Term. If at any time during the last 6 months of this License Term (or the last 6 months of any Renewal Term) there is damage for which the cost to repair exceeds Ten Thousand Dollars (\$10,000), whether or not an Insured Loss, Licensor may terminate this License effective 60 days following the date of occurrence of such damage by giving a written termination notice to Licensee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Licensee at that time has an exercisable option to extend this License, then Licensee may preserve this License by, (a) exercising such option and (b) providing Licensor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 20 days after Licensee's receipt of Licensor's written notice purporting to terminate this License, or (ii) the day prior to the date upon which such option expires. If Licensee duly exercises such option during such period and provides Licensor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Licensor shall, at Licensor's commercially reasonable expense, repair such damage as soon as reasonably possible and this License shall continue in full force and effect. If Licensee fails to exercise such option and provide such funds or assurance during such period, then this License shall terminate on the date specified in the termination notice and Licensee's option shall be extinguished.

16. CONDEMNATION.

If the whole or if any material part of the License Area is taken or condemned for any public or quasi-public use under either state or federal law, by eminent domain or purchase in lieu thereof (a “**Taking**”), and (a) such Taking renders the License Area unsuitable, in Licensor’s reasonable opinion, for the purposes for which they were constructed; or (b) the License Area cannot be repaired, restored or replaced at reasonable expense to an economically profitable unit, then Licensor may, at its option, terminate this License as of the date possession vests in the condemning party. If twenty-five percent (25%) or more of the License Area is taken and if the License Area remaining after such Taking and any repairs by Licensor would be untenable (in Licensee’s reasonable opinion) for the conduct of Licensee’s sports operations, Licensee shall have the right to terminate this License as of the date possession vests in the condemning party. The terminating party shall provide written notice of termination to the other party within 30 days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If only a part of the License Area is subject to a Taking and this License is not terminated, Licensor, with reasonable diligence, will restore the remaining portion of the License Area as nearly as practicable to the condition immediately prior to the Taking. Licensee hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws. Licensor shall be entitled to any and all compensation, damages, income, rent, awards or any interest thereon which may be paid or made in connection with any such Taking.

17. DEFAULT.

17.01 Events of Default. The occurrence of any of the following shall constitute a “**Default**” by Licensee:

- (a) Licensee fails to make any payment of Fees when due, if payment in full is not received by Licensor within five (5) days after written notice that it is past due.
- (b) Licensee abandons the License Area as defined in Section 1951.3 of the California Civil Code.
- (c) Licensee fails timely to deliver any subordination document or estoppel certificate requested by Licensor within the applicable time period specified hereinbelow.
- (d) Licensee violates the restrictions on Transfer set forth in Article 12.
- (e) Licensee ceases doing business as a going concern; makes an assignment for the benefit of creditors; is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors’ rights; all or substantially all of Licensee’s assets are subject to judicial seizure or attachment and are not released within thirty (30) days, or Licensee consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Licensee or for all or any substantial part of Licensee’s assets.

(f) Licensee fails to perform or comply with any provision of this License other than those described in (a) through (e) above, and does not fully cure such failure within fifteen (15) days after notice to Licensee or, if such failure cannot be cured within such fifteen (15) day period, Licensee fails within such fifteen (15)-day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice.

17.02 Remedies. Upon default by Licensee, Licensor shall, without further notice or demand of any kind to Licensee or to any other person, in addition to any other remedy Licensor may have under this License and at law or in equity, have the ability to immediately terminate this License and Licensee's right to use the License Area. Upon notice of any such termination, Licensee shall immediately vacate and discontinue its use of the License Area and Licensor may take any and all actions to enforce Licensee's obligations.

17.03 Licensor's Right to Perform Licensee's Obligations. If Licensee is in Default of any of its non-monetary obligations under this License, in addition to the other rights and remedies of Licensor provided herein, then Licensor may at Licensor's option, but without any obligation to do so and without further notice to Licensee, perform any such term, provision, covenant or condition or make any such payment and Licensor by reason of doing so shall not be liable or responsible for any loss or damage thereby sustained by Licensee. If Licensor performs any of Licensee's obligations hereunder in accordance with this Section 17.03, the full amount of the costs and expense incurred or the payments so made or the amount of the loss so sustained shall be immediately be owed by Licensee to Licensor, and Licensee shall promptly pay to Licensor upon demand, as Additional Fees, the full amount thereof with interest thereon from the day of payment by Licensor the lower of ten percent (10%) per annum, or the highest rate permitted by applicable Law.

17.04 Severability. This Article 17 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable Law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

18. [INTENTIONALLY OMITTED]

19. SURRENDER OF LICENSE AREA.

At the termination of this License or Licensee's right of possession, Licensee shall remove Licensee's property including any furniture, fixtures, equipment or cabling installed by or for the benefit of Licensee from the License Area, and quit and surrender the License Area to Licensor, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Licensor is obligated to repair hereunder excepted. Subject to Article 9 above, Licensor may, by notice to Licensee not less than sixty (60) days prior to the Expiration Date (except in the event of a termination of this License prior to the scheduled Expiration Date, in which event no advance notice shall be required) require Licensee, at Licensee's expense, remove any Alterations and repair any damage caused by such removal. If Licensee fails to remove any of Licensee's property, or to restore the License Area to the required condition, Licensor, at Licensee's sole cost and expense, shall be entitled (but not obligated) to remove and store Licensee's property and/or perform such restoration of the License Area. Licensor shall

not be responsible for the value, preservation or safekeeping of Licensee's property. Licensee shall pay Licensor, upon demand, the expenses and storage charges incurred. If Licensee fails to remove Licensee's property from the License Area or storage, within 30 days after notice, Licensor may deem all or any part of Licensee's property to be abandoned and, at Licensor's option, title to Licensee's property shall vest in Licensor or Licensor may dispose of Licensee's property in any manner Licensor deems appropriate.

20. HOLDING OVER.

If Licensee does not surrender possession at the end of the Term or sooner termination of this License, Licensee shall indemnify and hold Licensor harmless from and against any and all losses or liability resulting from delay in Licensee so surrendering the License Area including, without limitations, any loss or liability resulting from any claim against Licensor made by any succeeding tenant or prospective tenant founded on or resulting from such delay. In addition to the foregoing, Licensee shall reimburse Licensor its reasonable attorneys' fees and costs incurred in enforcing Licensee's obligations under this Article, which include but are not limited to, any attorneys' fees and costs incurred in an unlawful detainer, ejectment or other legal proceeding to compel Licensee to relinquish possession of the License Area.

21. MORTGAGES.

Licensee accepts this License subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the License Area and any ground lease(s) or other agreements or covenants running with the land now or subsequently arising upon the License Area, and to renewals, modifications, refinancing and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**". This clause shall be self-operative, but upon request from a Mortgagee, Licensee shall, within ten (10) days written request therefor from Licensor, execute a commercially reasonable subordination and non-disturbance agreement in favor of the Mortgagee.

22. ESTOPPEL CERTIFICATE.

Within ten (10) days after written request therefor, Licensee shall execute and deliver to Licensor, in a form provided by or satisfactory to Licensor, an estoppel certificate stating, that this License is in full force and effect, describing any amendments or modifications thereto, acknowledging that this License is subordinate or prior, as the case may be, to any Mortgage and stating any other information Licensor may reasonably requests, including the Term, the monthly Fees, the date to which Fees has been paid, the amount of any security deposit or prepaid rent, whether either party hereto is in default under the terms of the License, and whether Licensor has completed any construction obligations hereunder. Any such estoppel certificate may be relied upon by any person or entity purchasing, acquiring an interest in or extending finance. If Licensee fails to provide such certificate within ten (10) business days as herein provided, such failure shall at Licensor's election, constitute a Default and Licensee shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Licensor to a prospective purchaser or Mortgagee or deed of trust holder.

23. [INTENTIONALLY OMITTED]

24. NOTICE.

All notices shall be in writing and delivered by hand or sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in the Basic License Information. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Licensee has vacated the License Area or any other Notice Address of Licensee without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

25. LABOR PROVISIONS.

25.01 Equal Opportunity. During the Term, and with respect to person(s) in or about the License Area or employment or employees at the License Area, Licensee agrees as follows:

Licensee will not discriminate against any guest, visitor, invitee, customer, employee of Licensee or applicant for employment because of employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status. The employees of Licensee shall be treated during employment, without regard to their employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, notices to be provided by the applicable government agencies, setting forth the provisions of this nondiscrimination provision.

Licensee will, in all solicitations or advertisements for employees placed by or on behalf of Licensee, state that all qualified applicants will receive consideration for employment without regard to employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status. Licensee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a, advising the labor union or worker's representative of Licensee's commitments under this Equal Opportunity Clause and shall post copies of notice in conspicuous places available to employee and applications for employment.

25.02 Convict Labor. In connection with the performance of work required by this License, Licensee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

26. MISCELLANEOUS.

26.01 Governing Law. This License shall be interpreted and enforced in accordance with the Laws of the State of California and Licensor and Licensee hereby irrevocably consent to the jurisdiction and proper venue of such state.

26.02 Severability. If any section, term or provision of this License is held invalid by a court of competent jurisdiction, all other sections, terms or severable provisions of this License shall not be effected thereby, but shall remain in full force and effect.

26.03 Attorneys' Fees. In the event of an action, suit arbitration or proceeding brought by Licensor or Licensee to enforce any of the other's covenants and agreements in this License, the prevailing party shall be entitled to recover from the non-prevailing party any costs, expenses (including out of pocket costs and expenses) and reasonable attorneys' fees incurred in connection with such action, suit or proceeding. Without limiting the generality of the foregoing, if Licensor utilizes the services of an attorney for the purpose of collecting any Fees due and unpaid by Licensee or in connection with any other breach of this License by Licensee following a written demand of Licensor to pay such amount or cure such breach, Licensee agrees to pay Licensor reasonable actual attorneys' fees for such services, irrespective of whether any legal action may be commenced or filed by Licensor.

26.04 Force Majeure. Whenever a period of time is prescribed for the taking of an action by Licensor or Licensee (other than the payment of Fees), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, pandemics, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**").

26.05 Sale. Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License and in the License Area. Upon transfer, Licensor shall be released from any further obligations hereunder and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations, provided that any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Licensor's obligations under this License and received the Security Deposit from Licensor.

26.06 Signs. Licensee shall not place any sign upon the License Area without Licensor's prior written consent, which consent shall not be unreasonably withheld. All signage shall comply with Licensor's signage design criteria, as exist from time to time. In addition, any style, size, materials and attachment method of any such signage shall be subject to Licensor's prior written consent. The installation of any sign on the License Area by or for Licensee shall be subject to the provisions of this License. Licensee shall maintain any such signs installed on the License Area. Unless otherwise expressly agreed herein, Licensor reserves the right to

install, and all revenues from the installation of, such advertising signs on the License Areas do not unreasonably interfere with the conduct of Licensee's business.

26.07 Brokers. Licensor and Licensee each represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker in the negotiating or making of this License. Each party agrees to indemnify and hold harmless the other from any claim or claims, and costs and expenses, including attorneys' fees, incurred by the indemnified party in conjunction with any such claim or claims of any other broker or brokers to a commission in connection with this License as a result of the actions of the indemnifying party.

26.08 Access by Licensor. In addition to access provided by this License, Licensor shall be allowed access to the License Area at all reasonable times throughout the Term of this License, for any reasonable purpose. Licensee shall not change any existing locks, or attach any additional locks or similar devices to any door or window, without providing to Licensor one set of keys therefor. All keys must be returned to Licensor at the expiration or termination of this License. Licensee shall have no claim against Licensor for exercise of its rights of access hereunder.

26.09 Waiver of Right to Jury Trial. Licensor and Licensee waive their respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by either party against the other on any matter arising out of or in any way connected with this License, the relationship of Licensor and Licensee, or Licensee's use or occupancy of the License Area, including without limitation any claim of injury or damage or the enforcement of any remedy under any current or future law, statute, regulation, code, or ordinance. Licensor and Licensee agree that this paragraph constitutes a written consent to waiver of trial by jury within the meaning of California Code of Civil Procedure Section 631(f)(2), and Licensee does hereby authorize and empower Licensor to file this paragraph and/or this License, as required, with the clerk or judge of any court of competent jurisdiction as a written consent to waiver of jury trial. If the waiver set forth in this Section 26.09 is determined by any court to be invalid because it was executed prior to the commencement of any action, then Licensor and Licensee each covenant and agree to execute and deliver to the other, within five (5) days of a written request by the other, a waiver of the right to trial by jury similar in terms and scope to the waiver set forth in this Section 26.09 at such time following the commencement of such action as such waiver, if then made, would be valid.

26.10 Recordation. Neither this License, nor any memorandum, affidavit nor other writing with respect thereto shall be recorded by Licensee or by anyone acting through, under or on behalf of Licensee. Any recording thereof in violation of this provision shall make this License null and void at Licensor's election.

26.11 Paragraph Titles. The paragraph titles use herein are not to be considered a substantive part of this License, but merely descriptive aids to identified the paragraph to which they referred. Use of the masculine gender includes the feminine and neuter, and vice versa.

26.12 Authority. If Licensee is a corporation, partnership, trust, association or other entity, Licensee and each person executing this License on behalf of Licensee does hereby covenant and warrant that (a) Licensee is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Licensee has and is duly qualified to do business in California, (c) Licensee has full corporate, partnership, trust, association or other power and authority to enter into this License and to perform all Licensee's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this License on behalf of Licensee is duly and validly authorized to do so. Upon execution hereof, Licensee shall provide Licensors with a written certification of its Corporate Secretary or other appropriate authorizing officer or partner attesting that at a duly noticed meeting of its Board of Directors or other governing body a resolution has been unanimously adopted approving Licensee's execution hereof, thereby binding itself to the terms of this License and identifying the person(s) authorized to execute this License on behalf of Licensee.

26.13 Quiet Enjoyment. Licensee, upon paying the Fees reserved and performing all of its obligations under this License, shall peaceably and quietly enjoy the License Area, subject to the terms and conditions of this License and any mortgage or deed of trust to which this License may be subordinate.

26.14 Asbestos Notification for Commercial Property Constructed Before 1979. Licensee acknowledges that Licensors has advised Licensee that, because of their age, buildings on the Property, if any, may contain asbestos-containing materials ("ACMs"). If Licensee undertakes any Alterations as may be permitted by Article 10, Licensee shall, in addition to complying with the requirements of Article 10, undertake the Alterations in a manner that avoids disturbing any ACMs that may be present. If ACMs are likely to be disturbed in the course of such work, Licensee shall encapsulate or remove the ACMs in accordance an approved asbestos-removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by California Health & Safety Code Sections 25915-25919.7.

26.15 Lead Warning Statement. Licensee acknowledges that Licensors has advised Licensee that buildings built before 1978 may contain lead-based paints ("LBP"). Lead from paint, paint chips and dust can pose health hazards if not managed properly. Subject to Article 9 of this License, Licensee may at its sole cost and expense, have a state certified LBP Inspector complete a LBP inspection and abatement and provide an abatement certification to Licensors. Licensors has no specific knowledge of the presence of lead-based paint in the License Area.

26.16 OFAC Certification. Licensee represents, warrants and covenants that: (a) Licensee and its principals are not acting, and will not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "**Specially Designated and Blocked Person**," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; (b) Licensee acknowledges that the breach of this representation, warranty and covenant by Licensee shall be an immediate Default under the License.

26.17 Certified Access Specialist Disclosure. In accordance with Civil Code Section 1938, Licensor hereby discloses that the License Area has not undergone inspection by a Certified Access Specialist for purposes of determining whether the property has or does not meet all applicable construction related accessibility standards pursuant to Civil Code Section 55.53. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the licensee, lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the licensee, lessee or tenant, if requested by the licensee, lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the License Area. The forgoing notwithstanding, the parties agree that Licensee shall be solely responsible for the payment of all fees for the CASp inspection. The cost of making any repairs necessary to correct violations of construction-related accessibility standards within the License Area shall be governed by Section 5.02 above.

26.18 Environmental and Planning Documents. Licensee acknowledges that its use of the License Area and any Alterations thereto shall comply with the terms, conditions and requirements of: (a) the Environmental Impact Report for Alameda Point and the Mitigation Monitoring and Reporting Program adopted pursuant thereto; (b) the Master Infrastructure Plan; (c) the Town Center and Waterfront Precise Plan (as applicable); and (d) the Alameda Point Transportation Demand Management Plan. Compliance with the foregoing may include the preparation of a Compliance Strategy consistent with the Transportation Demand Management Plan and payment of transportation program fees.

26.19 Time of the Essence. Time is of the essence of this License and each and all of its provisions.

26.20 Entire Agreement. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. It is specifically understood and agreed that this License supersedes and replaces the Original License. No provision of this License may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

26.21 Rules and Regulations. Licensee shall faithfully observe and comply with any rules and regulations governing its use and occupancy of the License Area as Licensor may, from time to time, promulgate.

26.22 ~~26.21~~ Relocation Benefits. Licensee acknowledges that upon the expiration or earlier termination of this License, for any reason other than a Taking as defined at Article 15, Licensee shall, and hereby does, waive any and all claims for relocation benefits, assistances and/or payments under Government Code Sections 7260 et seq., California Code of Regulations Sections 600 et seq., 42 U.S.C 4601 et seq., 29 C.F.R. Sections 121 et seq. and 49 C.F.R Sections 24.1 et seq. (collectively the “**Relocation Assistance Laws**”). Licensee further

acknowledges and agrees that upon the expiration or earlier termination of this License for any reason, other than a Taking as hereinabove defined, no claim shall arise, nor shall Licensee assert any claim for loss of business goodwill (as that term is defined at CCP §1263.510) and no compensation for loss of business goodwill shall be paid by Licensor.

26.23 Counterparts. This License may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Licensor and Licensee have executed this License as of the day and year first above written.

(Signatures on following page)

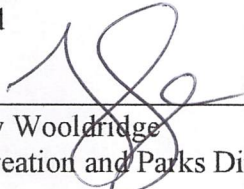
LICENSOR:

City of Alameda,
a charter city and municipal corporation

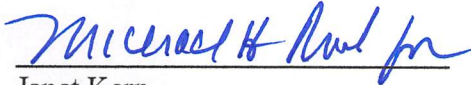
By: _____
Jill Keimach
City Manager

Date: _____

Recommended


By:  _____
Amy Wooldridge
Recreation and Parks Director

Approved as to Form

By:  _____
Janet Kern
City Attorney

LICENSEE:

Alameda Soccer Club,
a California non-profit corporation

By:  _____
Name: Vince San Nicolas
Title: Vice President

Date: 9/25/2017

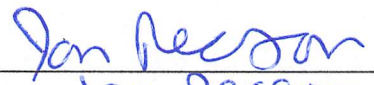
By:  _____
Name: Jon Pearson
Date: 9/25/2017

EXHIBIT A
LICENSE AREA



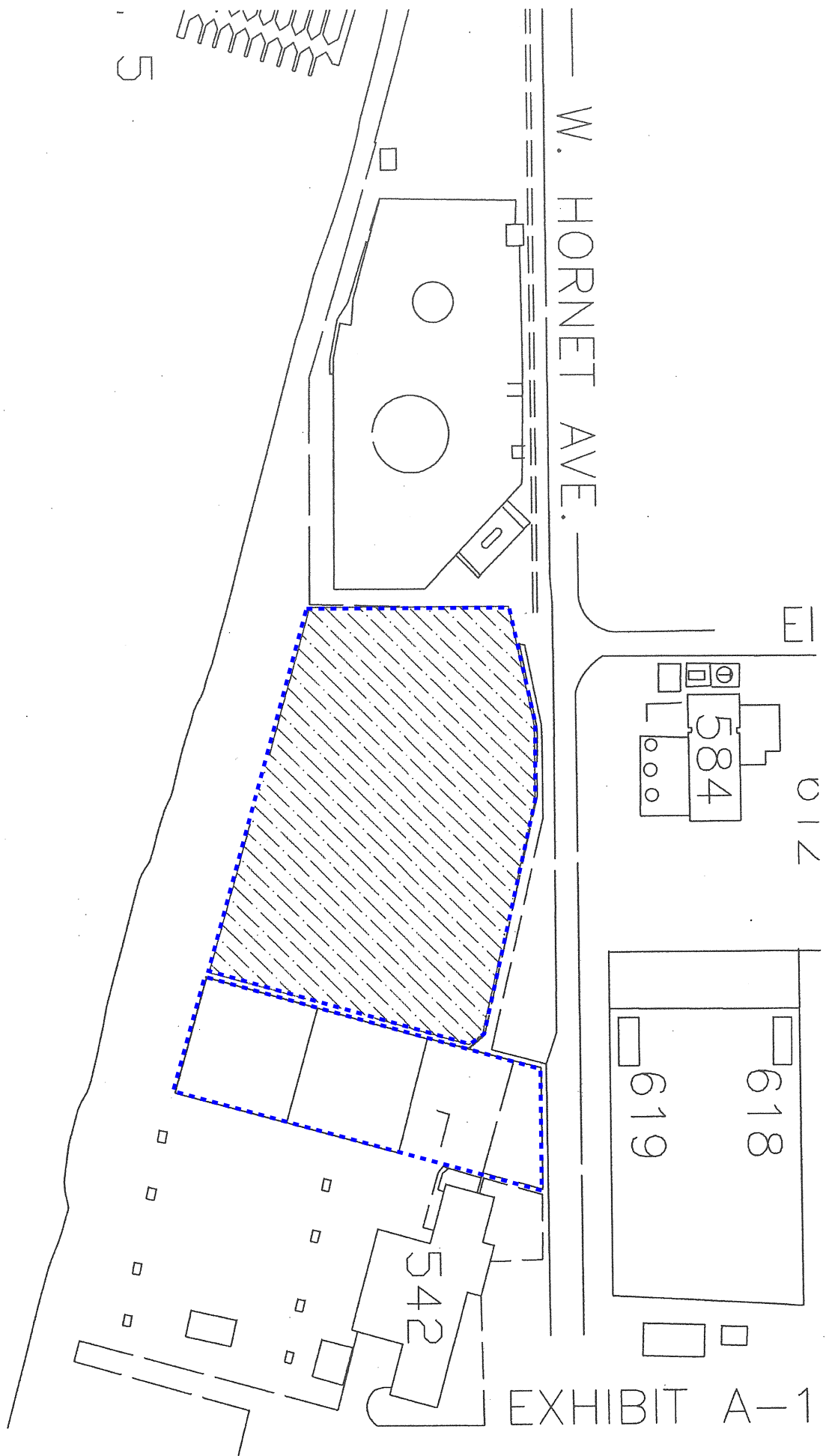


EXHIBIT A-1

EXHIBIT B

COMMENCEMENT LETTER

Date: Sep 25th 2017

Re: License dated as of _____, ____, by and between City of Alameda, as Licensor, and Alameda Soccer Club, as a California non-profit corporation, as Licensee, for 104,544 square feet.

Dear Alameda Soccer Club:

In accordance with the terms and conditions of the above referenced License, Licensee accepts possession of the License Area and agrees:

1. The Commencement Date of the License is _____;
2. The Expiration Date of the License is _____.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention.

Sincerely

Agreed and Accepted:

Amy Wooldridge
Recreation & Park Director
City of Alameda

Licensee: Alameda Soccer Club
By: [Signature]
Name: Vincent San Nicolas.
Title: VP Alameda Soccer Club.
Address: 875 Island Dr Alameda, 94502

[Exhibit Do not sign]

EXHIBIT C

ACKNOWLEDGMENT OF RECEIPT


Pursuant to that certain License Agreement entered to by and between City of Alameda, a charter city and municipal corporation ("Licensor") and Alameda Soccer Club, a California non-profit corporation ("Licensee") dated as of October ____, 2017 ("License") Licensee hereby acknowledges that Licensor has provided it with copies of the following documents:

Quitclaim Deed from the United States of America, acting by and through the Department of the Navy to the City of Alameda, dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199810 of Official Records in the Office of the County Recorder, Alameda County, California ("Quitclaim Deed");

Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199782 in the Office of the County Recorder of Alameda County (" Declaration of Restrictions").

Pursuant to Section 6.03 of the License, Licensee acknowledges receipt of the above referenced documents and agrees that its use of the License Area (as defined License) shall comply with the restrictions set forth in said documents and failure to do so shall constitute a Default under the License.

Alameda Soccer Club, a California non-profit corporation

By: 
Its: VP ASC

Date: Sep 25th 2017.

EXHIBIT D
ENVIRONMENTAL QUESTIONNAIRE

Summary report:	
Litéra® Change-Pro 10.0.0.42 Document comparison done on 9/6/2017 1:49:23 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://aws-dms01/iManage/1282979/1	
Modified DMS: iw://aws-dms01/iManage/1282978/1	
Changes:	
<u>Add</u>	33
Delete	29
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	62



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Pullen Insurance Services, Inc. CONTACT NAME: Sports Division. PHONE: (817) 738-6100. FAX: (817) 738-2993. INSURED: Alameda Soccer Club. INSURER(S) AFFORDING COVERAGE: National Casualty Company. NAIC #: 11991.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

CITY OF ALAMEDA Risk Management. Date 10-1-17. Lucretia Akil, City Risk Manager.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location of Premises: Alameda Point Fields, 2655 Lexington Street, Alameda, CA 94501; Hornet Field, 250 Hornet Avenue, Alameda, CA 94501. City of Alameda, Alameda Municipal Power, City of Alameda Housing Authority, Community Improvement Commission, The City Council, The Alameda Reuse and Redevelopment Authority, its Boards, Commissions, Officers, Employees, Agents and Volunteers, PM Realty Group, L.P., their Officers & Employees, the United States Department of the Navy and any other party designated by the City of Alameda are Additional Insured.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Alameda, et al. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): City of Alameda, Alameda Municipal Power, City of Alameda Housing Authority, Community Improvement Commission, The City Council, The Alameda Reuse and Redevelopment Authority, its Boards, Commissions, Officers, Employees, Agents and Volunteers, PM Realty Group, L.P., their Officers & Employees, the United States Department of the Navy and any other party designated by the City of Alameda c/o PM Realty Group, LP, as agent 101 W Atlantic Ave Alameda, CA 94501
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF ALAMEDA
Risk Management

Date 10-1-17
Lucretia Akil, City Risk Manager

POLICY NUMBER: KRO-65362-00 ✓

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Alameda, Alameda Municipal Power, City of Alameda Housing Authority, Community Improvement Commission, The City Council, The Alameda Reuse and Redevelopment Authority, its Boards, Commissions, Officers, Employees, Agents and Volunteers, PM Realty Group, L.P., their Officers & Employees, the United States Department of the Navy and any other party designated by the City of Alameda
c/o PM Realty Group, LP, as agent
101 W Atlantic Ave
Alameda, CA 94501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CITY OF ALAMEDA
Risk Management
[Signature]
Date 10-1-17
Lucretia Akil, City Risk Manager