

TRANSIENT OCCUPANCY TAX SHARING AGREEMENT

This TRANSIT OCCUPANCY TAX SHARING AGREEMENT (“Agreement”) by and between the CITY OF ALAMEDA, a municipal corporation (“City”), and OAKLAND PRO SOCCER LLC, a California limited liability company doing business as OAKLAND ROOTS & SOUL (“The Roots”) (collectively referred to as “Party” or “Parties”) is entered into this ____ day of ____, 2026_ (“Effective Date”) in reference to the following facts and circumstances.

RECITALS

- A.** Between June 11, 2026 and July 18, 2026, the FIFA Men’s World Cup Tournament will be held across North America, including venues in California. The games at Levi Stadium will take place between June 13, 2026 and July 1, 2026. Each participating team requires a Team Base Camp, which serves as its training and lodging headquarters throughout the tournament. The teams arrive at Base Camp in early June, and it is anticipated that additional activity associated with this event will primarily occur in the month of June.
- B.** The Roots have secured a 15-year lease of the former Oakland Raiders training facility at 1220 Harbor Bay Parkway, Alameda, now known as the UCSF Health Oakland Roots & Soul Performance Center (“Roots Facility”).
- C.** The Roots have been approved by FIFA to have the aforementioned Alameda-based facility designated as a “Team Base Camp” for the Australian national men’s team. The Roots’ hosting of a Team Base Camp at the Roots Facility is projected to generate significant economic benefits to the City of Alameda, including an estimated 30,000 hotel nights within the City, increased restaurant and retail spending within the City, and international exposure for the City.
- D.** The Roots anticipate incurring at least Seven Hundred Thousand Dollars (\$700,000) in operating costs and spending approximately Five Million Dollars (\$5 million) in facility upgrades at the Roots Facility in order to host the Australian national men’s team.
- E.** On July 15, 2025, the Alameda City Council adopted Resolution No. 2025-5207 authorizing the City Manager to execute a transit occupancy tax (“TOT”) sharing agreement with the Roots in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) to support Roots’ aforementioned hosting efforts.
- F.** The City desires to support the Roots’s efforts to serve as a 2026 Team Base Camp, host the Australian men’s national team, and upgrade the Roots Facility. Furthermore, the City Council has determined that encouraging economic development within the City is a valid exercise of its police powers, provides an important public benefit, and serves an important public purpose. By authorizing City staff to execute this Agreement, the City Council has determined that the City can reasonably anticipate accrual of numerous resulting economic benefits, including, without limitation, (i) increased revenues from property, sales, business license, utility and Transient Occupancy Taxes (TOT); and (ii) enhanced economic opportunities generated by the attraction of a designated Team Base Camp near the City.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Roots agree as follows:

1. Economic Development Subsidy. In order to support and facilitate the Roots’ 2026 Tean Base Camp hosting efforts, and in consideration of the valuable economic benefits noted in the Recitals that the Parties anticipate will accrue to the City as a result of said efforts, the City hereby agrees to provide the following temporary economic subsidy to the Roots.

Specifically, the City agrees to reimburse the Roots with an incremental monetary amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) (“Subsidy”) based on the amount of TOT that exceeds the June 1 through 30, 2025 actual TOT revenue of Three Hundred Two Thousand Nine Hundred Twenty Five Dollars and 23 Cents (\$302,925.23) plus a 3% escalation to account for room rate increases (“Baseline”) **for a total baseline amount of \$312,012.99** For the avoidance of doubt, if the TOT revenue received by the City is in an amount less than the Baseline, the Roots shall receive Zero Dollars (\$0.00) in Subsidy. If the TOT revenue received by the City is in an amount above the Baseline, the Roots shall receive a Subsidy in the full amount of the TOT revenue received by the City, up to a maximum of One Hundred Fifty Thousand Dollars (\$150,000). For the avoidance of doubt:

General Fund Portion of the TOT revenue for Period June 1 through 30, 2026	Subsidy
Less than \$312,012.99	\$0
Over \$312,012.99	Maximum \$150,000

2. Payment. Payment of the Subsidy in a single lump-sum payment shall be due and payable by no later than November 30, 2026, following verification of TOT collections and City compliance with reporting requirements.

3. Term. The Term of the Agreement shall be from June 1, 2026 through November 30, 2026 to coincide with the beginning of the subsidy period (June 1, 2026 and the last day of the subsidy payment period (November 30, 2026).

4. Termination. Except in the case of earlier termination of this Agreement based on default by one of the Parties, this Agreement shall terminate upon either 1) the City’s remittance to the Roots of the full amount of Subsidy due under this Agreement or 2) no later than November 30, 2026 (“Termination Date”). Upon such termination, all TOT revenue sharing between the Parties shall cease. However, City’s obligation to pay any outstanding amount of Subsidy still due to the Roots as of the Termination Date shall survive termination of this Agreement.

City's obligation to make any payment under this Agreement shall terminate earlier than the Expiration Date or at such time as (i) an event necessary to the satisfaction of the Condition does not occur (*i.e.*, , the TOT revenue received by the City for the month of June 2026 does not exceed the Baseline, or the Roots violates and fails to cure a material term of this Agreement), so that the City is not required to pay the Subsidy to the Roots; or (ii) the Subsidy amount is paid to the Roots.

5. Default and Cure. If the City determines that the Roots have not fulfilled one or more of the above Conditions, such alleged failure shall only constitute a default by the Roots of this Agreement if the Roots do not cure the alleged failure within fifteen (15) calendar days after written notice from the City that reasonably identifies the nature of the alleged non-compliance, or such other period reasonably necessary to remedy such non-compliance. Until the occurrence of the Condition, City shall have no obligation to make any payment of the Subsidy.

6. City Responsibilities. The City is responsible for verifying the amount of the TOT revenue received by the City for the period June 1 through 30, 2026, and shall determine whether the Condition has occurred. The City shall deliver an accounting of the TOT revenue to the Roots on the earlier of the date when the Subsidy is paid or thirty (30) days after it is complete, but in no event later than November 30, 2026.

7. Roots Responsibilities. Roots shall provide documentation demonstrating its role in hosting a FIFA World Cup team, including providing (i) confirmation from FIFA or U.S. Soccer; (ii) facility use agreements; or (iii) media or promotional materials.

8. Unsecured Obligation. Roots acknowledges and agrees that the payments to be made hereunder are an unsecured, special obligation of City payable only out of the TOT generated by the presence of the Australian team during the World Cup period. Roots acknowledges and agrees that neither City's TOT, nor any revenues of City are, have been, or will be pledged or hypothecated by City to or for payment of amounts owing under this Agreement. If and when requested by City, Roots agrees to execute and deliver to City, within five (5) business days after receipt, a certificate acknowledging for the benefit of any and all third parties that City's obligation under this Agreement is an unsecured obligation of City for which neither City's TOT, nor any revenues of City are, have been, or will be pledged or hypothecated to or for payment.

9. Insolvency. This Agreement and all of City's obligations hereunder shall terminate in the event that, prior to the expiration or earlier termination of this Agreement, a court shall have made or entered any decree or order: (i) adjudging Roots to be bankrupt or insolvent; (ii) approving as properly filed a petition (unless such petition is dismissed within ninety (90) days) seeking reorganization of Roots or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof; (iii) appointing a receiver, trustee or assignee of Roots in bankruptcy or insolvency or for its property, unless such appointment is dismissed within ninety (90) days; (iv) directing the winding up or liquidation of Roots unless such decree or order is dismissed within ninety (90) days; or (v) Roots shall have voluntarily submitted to or filed a petition seeking any such decree or order.

10. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Roots: Oakland Pro Soccer LLC
2744 E. 11th Street, Unit K01
Oakland, CA 94601
Attn: Steven Aldridch, Lindsay Barenz, and Lydia Tan

With a Copy to: Reuben, Junius & Rose, LLP
1 Bush Street, Suite 600
San Francisco, CA 94104
Attn: Corie A. Edwards, Esq.

If to the City: City of Alameda
950 West Mall Square
Alameda, CA 94501
Attn: Dwayne Dalman, Economic Development Division Manager

With a Copy to: Alameda City Attorney's Office
Alameda City Hall
2263 Santa Clara Avenue, Suite 280
Alameda, CA 94501
Attn: Len Aslanian, Assistant City Attorney

11. Authority to Enter Agreement. All Parties have the requisite power and authority to execute, deliver and perform the Agreement. All Parties warrant that the individuals who have signed this Agreement have the legal power, right, and authority to bind each respective Party.

12. Severability. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. Applicable Law. This Agreement shall be governed according to the laws of the State of California. The parties hereto agree that the forum for the adjudication of any dispute related to this Agreement shall be brought exclusively and solely in Alameda County, California.

14. No Assignment. Landowner shall not assign this Agreement to a third party (including but not limited to any lender providing financing) without the express prior written consent of the City

15. Entire Agreement. The Recitals and any exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary

negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both Parties.

16. Advice of Counsel. Each of the Parties acknowledges that it has had the opportunity to seek the advice of independent legal counsel in connection with this Agreement and that it understands the meaning of every term of this Agreement and the consequences of signing this Agreement.

17. Attorneys' Fees. In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any Party or beneficiary against any other Party or beneficiary to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the Parties and litigants shall bear their own attorney's fees and costs. No Party or litigant shall be entitled to recover any attorneys' fees or costs from any other Party or litigant, regardless of which party or litigant might prevail.

18. Time is of the Essence. Time is of the essence regarding the performance of each and every provision of this Agreement.

19. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY
Oakland Pro Soccer LLC
a California LLC

DocuSigned by:
Steven Aldrich
6DE6B27ED06E473...

Steven Aldrich
BOARD CHAIR

CITY OF ALAMEDA

a municipal corporation

Adam W. Politzer
Interim City Manager

RECOMMENDED FOR APPROVAL

Signed by:
Abigail Thorne-Lyman
2E1D71138B954F6...

Abigail Thorne-Lyman
Director, Base Reuse & Economic
Development Department

APPROVED AS TO FORM:
City Attorney

Signed by:
Len Aslanian
5603710AC04544F...

Len Aslanian
Assistant City Attorney