TEAM LEASE AGREEMENT

BY AND BETWEEN

CITY OF STOCKTON

AND

SMG

AND

STOCKTON CRUSADERS, LLC

DATED May 26, 2026

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TEAM LEASE AGREEMENT

THIS TEAM LEASE AGREEMENT (this "Lease Agreement") is entered into effective as of, **July 6, 2026**, by and between the City of Stockton (the "**Owner**"), SMG (the "**Manager**") and **Stockton Crusaders, LLC**, whose current address is **5674 Stoneridge Drive #204, Pleasanton, CA 94588, c/o JGPC Business Law Group** (the "**Tenant**").

DATA SHEET

Item	**Section**	
1.	The Production:	Arena Football One, Regular Season Home Games for Stockton Crusaders
2.	The Event Date(s):	DATE v. OPPONENT (TV Status) ***Doors/Kickoff times are TBD ***
3.	Base License Fee:	$28,500 per game, which is inclusive of documented Manager Expenses. Base License Fee increased by 3% annually. TV origination fee waived.
4.	Team Merch:	Tenant to sell and retain 100% of sales
5.	Load-in:	6:00 AM on game day(s)
6.	Load-out:	Within 4 hours of completion of event otherwise agreed to by Manager.
7.	Complimentary Tickets:	Manager to receive 20 lower bowl tickets at no cost (excluding suite tickets). Tenant shall receive up to 200 complimentary tickets per game without facility fee. Promotional exceptions will be made; example of season ticket holder redemption night.
8.	Miscellaneous/ Additional Terms:	See Exhibit A
9.	Deposit:	Twenty-Eight Thousand Five Hundred Dollars ($28,500) due June 15, 2026. Fifty-Seven Thousand Dollars ($57,000) due December 31, 2026. This reflects a pre-payment of three games rent. Final three games rent of Eighty-Five Thousand Dollars ($85,500) must be paid on or before February 28, 2027. Deposit schedule remains in play for future years.

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TEAM LEASE AGREEMENT

RECITALS

A. Tenant is the owner and operator of the production described in Item 1 of the Data Sheet (the "Production").

B. SMG is the Manager of a facility commonly known as **Adventist Health Arena** (the "**Facility**"), located at **248 W. Fremont Street Stockton, CA 95203**, which is **owned** by the **City of Stockton** (the "**Owner**"). Tenant desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Manager shall execute the functions of this agreement on behalf of Owner. Accordingly, Manager desires to grant to Tenant, and Tenant hereby accepts from Manager a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

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

AGREEMENT

In consideration of the mutual covenants and agreements contained herein and in Exhibit A attached hereto and incorporated fully by reference, Tenant and Owner agree as follows:

1. LICENSE OF FACILITIES

Owner hereby licenses to Tenant (the "License") the Facility which Manager deems necessary for the proper presentation of the Production (the "Arena Facilities"), and Tenant hereby agrees to present the Production in the Arena Facilities on the dates and at the times set forth in Item 2 of the Data Sheet (the "Event"). Tenant acknowledges that Tenant has had the opportunity to inspect the Arena Facilities, accepts the Arena Facilities in their present condition and is satisfied that the Arena Facilities are suitable for Tenant's intended use.

2. TICKET PRICES

Ticket prices for each Production during the Event (excluding Suite) shall be established by the Tenant. Ticket prices for Suite tickets shall be established by Manager in its sole discretion.

3. LICENSE FEE

(a) Tenant shall remit non-refundable deposits to Manager in the amount specified in Item 9 of the Data Sheet. If Tenant fails to complete the deposit schedule in the amount and manner provided herein, then Owner may, in its sole discretion, terminate this License, the Team Lease Agreement and the Event.

(b) If as of seven (7) business days prior to the Event the proceeds in the box office from the sale of tickets to the Event do not equal the sum of the License Fee plus estimated expenses for the Event, the Manager will notify Tenant of such shortage. Tenant shall have 24 hours from the receipt of such notification to pay to Manager, in readily available funds, sufficient money to cover the amount of such shortage. In the event that Tenant fails to make such payment to Manager in the amount and manner provided herein, then Owner may, in its sole discretion, terminate this License, the Team Lease Agreement and the Event.

4. EVENT EXPENSES

Tenant shall pay for or reimburse Manager for the flat expense fee which shall be equal to that amount set forth in Item 3 of the Data Sheet (the "Manager Expenses"). The Manager Expenses shall include a reasonable number of ushers, ticket takers, changeover operations staffing, event crew, security officers, front of house

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police, housekeeping, janitors, box office staff, front of house medical, and fire personnel as determined by Manager in its sole discretion, cleaning of the building before, during and after each performance, conversion, power and miscellaneous expenses such as available house staging, risers, barricades, spotlights, forklifts and chairs. The Manager Expenses shall exclude additional security or police in excess of the number determined by Manager in the previous sentence, staffing overtime, advertising, group sales commission and expenses, sound & lighting equipment, stagehands, loaders, riggers, wardrobe, catering, telecommunications, broadcast fees or staffing, equipment rentals, backline, local transportation, runners, vans, videoboard use or staffing, ASCAP / BMI / SESAC or similar music royalties, or other applicable taxes or fees imposed by governmental authorities, the facility fee imposed on all Facility tickets (the "Facility Fee"), or any other related expense including but not limited to, any and all box office credit card fees and/or expenses (collectively, "Tenant Expenses" and together with the "Manager Expenses, the "Event Expenses"). The Manager Expenses shall also exclude AF1 required equipment such as turf, dasher boards, goalposts, padding, time clocks and other game-related items. All such Tenant Expenses shall be paid by Tenant pursuant to the terms and in accordance with Section 39 herein. Credit card fees shall be added to the standard Ticketmaster.com service charge for Ticketmaster.com purchases by phone or internet. Tenant will be billed for credit card fees (3.5%) as an event expense for all Facility box office purchases.

Event Expenses shall be paid in accordance with the provisions of Section 39 below.

Notwithstanding anything to the contrary above, the Event Expenses shall not include (a) staffing costs associated with the sale of food and beverage concessions or merchandise (which staffing costs shall be the responsibility of Manager or its designated concessionaires or subcontractors), or (b) any other costs which are the responsibility of Manager as explicitly set forth elsewhere in this Team Lease Agreement.

5. CONCESSIONS

The City, through Manager, shall have the exclusive right to operate the concession services for food and beverages during Tenant Events. Except as may otherwise be agreed with respect to Merchandise Revenue (as defined below), all revenue derived from the sale of food, beverages, concessions and other items or services sold at the Facility shall be retained by Manager or persons designated by Manager. Manager or persons designated by Manager shall be the only parties authorized to provide and sell food, beverages, concessions, and other items or services at the Facility including, without limitation, any catering for Tenant's hospitality.

6. MERCHANDISE

Tenant shall staff all team related merchandise sales in areas specified by Manager. All revenue associated with team merchandise shall reside with Stockton Crusaders and all sales taxes shall be full responsibility of the Tenant. Manager will provide tables and chairs at each mutually agreed upon sales location.

7. PREMIUM SEATING

The Facility includes 24 suites (the "Suites"). Manager agrees to provide Tenant with one (1) dedicated suite for Tenant Events only. Manager also agrees the Tenant has the ability to sell unsold suite inventory for Tenant Events only, retaining 60% of gross sale price and paying Manager the remaining 40% of the suite sale price. Tenant agrees the Manager has the ability to sell unsold suite inventory for Tenant Events, retaining 60% of gross sale price and paying Tenant the remaining 40% of the suite sale price. Without limiting the generality of the foregoing, Manager shall have the right to sell or distribute tickets to the Event for the Suites, at prices established by Manager in its sole discretion, including without limitation the right, if Manager elects, to distribute such tickets to Suite holders at no additional charge.

8. ADVERTISING, PROMOTION AND PUBLICITY

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

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(b) If Manager makes available to Tenant any radio or television time or newspaper or outdoor advertising space for the advertising of the Event on terms more favorable than those otherwise available to Tenant, Tenant shall use reasonable efforts to utilize such advertising space as needed and to pay Manager for such time or space at the quoted price for the applicable station, newspaper or outdoor advertiser.

(c) Tenant agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Tenant containing reference to the Facility shall be submitted to Manager for approval in advance of production or execution. Tenant shall allow adequate time for Manager to approve, comment upon or express its disapproval thereof; provided that Manager shall not unreasonably withhold its approval as long as the material containing reference to the Facility uses Manager's established logotype, trademark or service mark and is in accordance with the guidelines established by Manager for the use of such marks.

(d) Subject to Manager's sole discretion as to content and frequency, Manager agrees to publicize and promote the Event at no cost to Tenant through the Facility's in-house promotional outlets such as its video screens and electronic displays.

(e) Tenant grants to Owner and Manager the right to use and to authorize others to use the name or names of Tenant, the Event, the Production and personalities appearing in the Event for the purposes of advertising, promoting and publicizing the Event or the Facility.

(f) With respect to use of Manager's electronic database for Event specific e-mail marketing advertisements, the parties agree as follows: (i) Manager's use of its electronic database shall be subject to Tenant's payment of the applicable fee as set forth by Manager, (ii) the electronic database is proprietary to Manager, and Tenant shall not have access to the electronic database or any information contained therein, (iii) all incidents of ownership in the electronic database shall remain vested in Manager, and (iv) Manager shall have exclusive control over the use of the electronic database, the dissemination of the e-mail advertisements and the content of the e-mail advertisements; provided, however, that Manager shall consult with Tenant regarding such content.

9. BUILDING STAFF

For the Event, Manager shall provide all personnel required to staff the Facility, including, but not limited to, all box office personnel, ticket sellers, ticket takers, ushers, security guards, custodians, and such other personnel as Manager, in its reasonable discretion, shall deem required, together with such additional personnel as Tenant may reasonably request. Manager shall consult with Tenant, if and when requested by Tenant, regarding staffing levels, provided that final decisions regarding staffing levels shall be made by Manager in its reasonable discretion. All such personnel shall be provided only by or through Manager. The costs of such personnel shall be the responsibility of Tenant unless otherwise explicitly set forth herein.

10. PUBLIC ADDRESS SYSTEM

If requested by Tenant, the Facility public address system shall be furnished for the Event. The public address system shall be operated according to reasonable and customary rules and regulations established, from time to time, by Manager.

11. DELIVERY OF POSSESSION

The Arena Facilities shall be made available to Tenant at the time and on the date set forth in Item 5 of the Data Sheet ("Move-in Time") for preparatory work by Tenant, complete with such staging requirements as are mutually agreed upon by Tenant and Manager.

Any additional use of the Arena Facilities by Tenant beyond that contemplated hereunder shall be subject to mutual agreement of the parties; provided that such use shall be governed by the terms and conditions of this Team Lease Agreement except as otherwise agreed with respect to costs and fees for such additional usage.

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12. SURRENDER AND OVERTIME

(a) After the conclusion of the Event, Tenant shall as soon as possible quit and surrender the Arena Facilities to Manager, but in no event later than the time and date set forth in Item 6 of the Data Sheet ("Move-out Time"). Upon such quitting and surrender, the Arena Facilities shall be in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Tenant shall remove from the Facility all Event property. Without limiting any other remedies available to Manager, if Tenant fails to quit and surrender the Arena Facilities on or before the Move-out Time, Tenant shall reimburse Manager for all incremental direct labor costs incurred by Manager as a result thereof. In addition, Tenant shall pay Manager for any expense incurred by Manager in removing and/or storing Event property. Nothing in this Section 12(a) shall in any way be construed to limit Manager's right to recover all actual damages incurred in the event Tenant fails to quit and surrender the Arena Facilities on or before the Move-out Time (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled).

(b) The allocated time for a performance of the Production shall be as set forth in Item 2 of the Data Sheet. If a performance of the Production continues in excess of such allocated time Tenant shall reimburse Manager for all incremental direct labor costs incurred by Manager as a result thereof. There will be no preliminary settlement made if it appears that the show will go beyond the time limits unless a contingency to cover overtime charges as reasonably determined by Manager is withheld from that portion of the monies paid to the acts, agency and/or managers.

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

13. TICKET SALES

(a) Ticket sales relating to the presentation of the Event shall be made solely by Manager at its box office or through Manager's designated ticketing agent by such means (e.g. telephone sales, box office and Internet) as selected by Manager and its ticketing agent. Tenant agrees that the sale of tickets for the Event by Manager's designated ticketing agent shall be governed solely by the terms of Manager's agreement with such ticketing agent.

(b) At least ten days before Tenant desires the sale or distribution of the tickets and admissions to begin, Tenant shall deliver to Manager's box office all information required by Manager for such tickets and admissions for the Event, and Manager shall cause such tickets and admissions to be available via Ticketmaster and the box office. Manager will provide an accounting to Tenant of all tickets and admissions. If Manager distributes tickets through sales outlets other than its box office, it shall require that all sales outlets render a complete accounting to Manager. All consignment ticket sales are subject to a $5 fee per ticket, retained 100% by Manager.

(c) If the Event is cancelled for reasons beyond the control of Manager and any or all of the tickets sold for the Event are refunded, Tenant shall return to Manager any such ticket revenues to the extent received by Tenant. All refunds for any Event shall be done in accordance with Manager's ticket refund policies and procedures.

(d) Tickets that are sold to the Event through Manager's designated ticketing agent shall be subject to the convenience and handling surcharges set forth in Manager's agreement with such designated ticketing agent. Tickets that are sold to the Event through the Facility box office shall not be subject to any convenience and handling surcharges unless otherwise agreed by the parties.

14. INSURANCE

(a) During the term of this Agreement, Tenant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

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(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) SMG and Owner shall be named as additional insureds thereunder. Prior to the first Event set forth on the Date Sheet, Tenant shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of SMG, Risk Management Director, 300 Conshohocken State Road #770 West Conshohocken, PA, 19428, and City of Stockton, City Manager, 501 W. Weber Ave, Building 2, Stockton, CA 95203." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Tenant shall deliver to SMG prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iii) The coverage limits contained on such policies shall be on a per-occurrence basis only.

(iv) Tenant hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Tenant under this Agreement, including, without limitation, Tenant's indemnification obligations under Section 15 below.

(c) The terms of all insurance policies referred to in this Section 14 shall preclude subrogation claims against SMG and Owner and their respective officers, directors, employees, and agents.

(d) The failure of the Tenant to provide insurance in accordance with this Section 14 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 34 below, preclude the Event from taking place.

15. INDEMNIFICATION

(a) Tenant shall indemnify, defend and hold harmless Manager, ASM Global Parent, Inc., City of Stockton and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") which arise out of or in connection with the Tenant's use and occupancy of the Facility, except to the extent such claim arises from the sole negligence or willful misconduct of the City or Manager.

(b) The provisions set forth in subparagraph (a) above shall survive termination or expiration of this Agreement.

16. [*Intentionally Omitted]*

17. BUILDING COSTS

Manager shall provide air conditioning, heating, lighting, janitorial supplies, maintenance supplies, and equipment (if available) and other similar miscellaneous goods and services, to the extent reasonably required by the Event. The cost of any equipment rentals which are requested by Tenant or necessitated by any extraordinary needs of the Production shall be treated as an additional Event Expenses for which Manager shall be entitled to reimbursement.

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18. IN-FACILITY MESSAGE BOARDS AND VIDEOBOARDS

If Tenant wishes to use the Facility's in-bowl scoreboard, matrix board, facia board and/or video screens, there will be an additional production fee due Manager for their use. The amount of any such fee shall be determined in the reasonable discretion of Manager and Tenant shall pay to Manager the amount thereof on demand. The scoreboard, matrix board, facia board and video screens shall be operated solely by such persons as Manager may authorize from time to time and their use shall be subject to such rules and regulations as Manager may establish from time to time.

19. PARTICIPANTS

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

20. SHOW OFFICE

Manager shall make available to Tenant space for a show office, the location of which shall be mutually agreed by Manager and Tenant subject to availability. Such space shall be available to Tenant from the Move-in Time to the Move-out Time. There shall be no additional charge to Tenant for such space, but such space shall be part of the Arena Facilities and Tenant's use thereof is subject to all other terms and conditions of this Team Lease Agreement.

21. TICKET HOLDS; COMPLIMENTARY TICKETS/PARKING

(a) Tenant agrees to provide Manager, in advance of the on-sale date and upon prior written notification from Manager, the number of ticket holds set forth in Item 7 of the Data Sheet for each performance during the Event (the "Ticket Holds"). The Ticket Holds shall be in seat locations reasonably agreed to by Manager and Tenant; provided hat in any event a reasonable number of such Ticket Holds shall be located in the top price category. Except as set forth below, the Ticket Holds will be held without guarantee of purchase. From the on-sale date until the date of the Event, either Manager or Tenant may release some or all of their respective Ticket Holds back onto the ticket manifest; provided that the party releasing such holds shall provide the other party with reasonable advance notice of such releases and shall coordinate and consult with such other party regarding the sale of the released seats.

(b) Tenant and Manager may each receive the number of complimentary tickets set forth in Item 7 of the Data Sheet for each performance during the Event upon compliance with Manager's established procedure for the issuance of complimentary tickets. The locations of all complimentary tickets shall be agreed to by the parties, provided that in any event a reasonable number of such complimentary tickets shall be in the top price category unless otherwise agreed by the parties. Nothing in this Section 21(b) shall be construed to limit the right of Manager to issue complimentary Suite tickets as set forth in Section 7.

22. DRESSING ROOMS

Manager shall, at no extra charge to Tenant, make available such dressing rooms at the Facility, with such furnishings as Manager may have available, as may be required for the Event as mutually agreed by Manager and Tenant subject to availability. There shall be no additional charge to Tenant for such space, but such space shall be part of the Arena Facilities and Tenant's use thereof is subject to all other terms and conditions of this Team Lease Agreement. Stockton Kings dressing room will not be available for use during the life of their lease.

23. REHEARSAL

In the event Tenant desires to use the Arena Facilities for rehearsal prior to the Move-in Time set forth in Item 5 of the Data Sheet, Tenant shall notify Manager of such fact. If feasible, in Manager's sole judgment, the Arena

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Facilities shall be made available to Tenant for such purposes at such times and under such terms and conditions as Manager may designate. Tenant shall (a) pay any rental charges reasonably imposed by Manager, and/or (b) shall reimburse Manager for any additional costs or expenses incurred by Manager in connection with such rehearsal.

24. PERMITS

Prior to the Move-in Time, Tenant agrees, at Tenant's expense, to obtain from the City or any other applicable governmental body or agency, such governmental permits necessary for the Event.

25. ADDITIONAL OBLIGATIONS OF TENANT

Tenant shall:

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

(b) Transport all personnel, properties, facilities and equipment necessary for the Production to and from the Arena Facilities.

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

(d) Tenant shall be solely responsible for, and timely pay, all fees and governmental taxes and levies due as a result of the Event, including without limitation any non-resident withholdings required by any governmental agency (including the 7% California non-resident withholding tax).

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

26. COMPLIANCE WITH LAWS

(a) Tenant shall comply with all applicable laws, orders, regulations and requirements of Federal, State, County and Municipal authorities as well as those of the City, and with any lawful direction or order of public officers which shall impose any duty upon Manager or Tenant, with respect to the Facility or the use and occupancy thereof. No collections, whether for charity or otherwise, shall be made or attempted in or at the Facility by Tenant or any of its employees, agents or contractors unless otherwise expressly approved in writing by Manager in advance.

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

(c) No pyrotechnics, gasoline, acetylene, explosives, fireworks or other fuel or other flammable material (collectively, "Pyrotechnics") will be permitted in the Facility without the prior written approval of Manager and without Tenant obtaining the appropriate permits and licenses. In the event Tenant is permitted to

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use Pyrotechnics in connection with the Production, then Tenant agrees to provide the following, at its sole cost and expense: (i) a display site and stage configuration (including, without limitation, a firing and fallout zone such that the Pyrotechnic display and any Pyrotechnic debris can be exhibited, rise and fall safely) that complies in all respects to any law, rule, ordinance, directive or regulation issued by the local Fire Department or any other authority (including the Manager) having jurisdiction over the Production, applicable venue, Tenant, Manager or the Pyrotechnic display at issue; (ii) adequate policing, guard protection, roping, fencing and/or other crowd control measures required by applicable law and the applicable venue; and (iii) the services of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. Tenant shall not do or permit anything to be done in or about the Facility or bring or keep anything therein except as permitted by such Fire Department or any other authority having jurisdiction over the Facility, Tenant, Manager or the Pyrotechnic display at issue. Tenant shall also deliver to Manager and the Facility commercial general liability insurance with Pyrotechnics endorsement in an amount (minimum $10 million per occurrence in general liability coverage including bodily injury and property damage) and on such forms as are satisfactory to Manager in its sole discretion, and which shall name the Indemnitees as additional insureds thereunder. In no event shall any Indemnitee have any liability or obligation with respect to any Pyrotechnic display and Tenant agrees to defend, indemnify and hold Indemnitees harmless from any claims, losses, damage and liability arising out of or related to (x) the Pyrotechnics, or (y) the breach or alleged breach by Tenant or any designee, agent, employee or independent contractor of Tenant of any representation, warranty or agreement contained in this Section 26(c).

(d) Any item not approved in accordance with the above provisions shall not be permitted in the Facility and if it is already in the Facility, it shall immediately be removed by Tenant at its expense. If Tenant fails to immediately remove any unapproved item from the Facility, Manager may cause such item's removal at Tenant's expense.

(e) Tenant acknowledges that the operation of the Facility is subject to certain hiring, workforce utilization and minority/women-owned business utilization requirements imposed on Manager and its contractors, subcontractors and other agents by the City and agrees to cooperate with Manager's efforts to satisfy the goals established in connection therewith. Tenant agrees that Tenant shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the Arena Facilities, nor shall Tenant, or any person claiming under or through Tenant establish or permit any such practice or practices of discrimination or segregation.

27. ALTERATIONS

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

28. ENTRANCES AND EXITS

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

29. NON-EXCLUSIVE USE

Tenant acknowledges that besides the use of the Arena Facilities as contemplated by the Team Lease

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Agreement, the Facilities and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Event and that in order for the Facility to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Facility, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and club and concession areas, to be scheduled or shared. Tenant agrees that Manager shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Tenant's use of the facility, and Tenant agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Tenant enter or use any area, service space, or facility of the Facility other than the Arena Facilities without first obtaining Manager's consent and approval.

30. EJECTION

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

31. MANAGER REGULATIONS

Tenant shall, and shall cause its servants, agents, employees, Tenants, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by Manager for the use, occupancy and operation of the Facility.

32. MANAGER USE OF FACILITIES

Manager, the City, their affiliates and their respective officers, directors, servants, employees, agents, concessionaires and such concessionaires' servants, employees and agents shall at all times have free access to the Arena Facilities upon presentation of usual passes issued to them by Manager; provided that Manager, the Owner and its agents shall not unreasonably disturb the privacy of the artist in areas and circumstances where the artist has a reasonable expectation of privacy (such as, but not limited to, sound checks and dressing rooms). Subject to Manager's prior approval, Tenant may issue such number of photo, press and backstage passes approved by Manager and permitting selected persons access to specified areas of the Facility normally closed to the public as Manager shall designate. Manager and the Owner, at such reasonable time or times as either may deem appropriate, may announce, describe and advertise over the sound system and video screens in the Facility during the Event, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in the Facility or elsewhere, and Manager and the Owner reserves and retains the exclusive right to use and may use the sound system, scoreboard, video screens, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about the Facility in any manner which in its sole opinion is desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the Event. Notwithstanding the foregoing, if Tenant reasonably requests that the sound system inside the bowl area not be used for advertising purposes and/or the video screens inside the bowl area of the Facility be turned off during part or all of the Event for production purposes, Manager shall comply with such request.

33. UTILITIES

Air conditioning (including heat and air cooling) and illumination to be provided by Manager pursuant to Section 17, shall be provided by the permanent equipment with which the Facility is equipped at such times and in such amounts as shall be reasonably necessary, in the sole and absolute judgment of Manager, during each Performance for the comfortable use and occupancy of the Facility. If any services, including without limitation heat, air cooling, illumination,

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water or electricity, are furnished, with or without charges by Manager to Tenant, Manager shall in no event be liable for a failure to provide such services (i) during the repairing of any such equipment or apparatus in the Facility or (ii) as a result of any power shortage, irregularity, deficiency or outage affecting the Facility or the Production or any other cause beyond the control of Manager. Tenant may, at Tenant's sole cost and expense, provide Manager with power generators or other equipment acceptable to Manager to be used by Manager only in the event of any such occurrence in connection with the Production.

34. DEFAULT

(a) Each of the following shall constitute a default on the part of Tenant: (i) Tenant makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or (ii) Tenant files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for Tenant or Tenant's property, or (iv) execution is issued pursuant to a judgment rendered against Tenant, or (v) this Team Lease Agreement is assigned to any person, firm or corporation other than Tenant or without the prior written consent of Manager, which consent may be withheld in Manager's absolute discretion, or (iv) Tenant defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein. In the event of a material default by Tenant, Manager may, upon delivering, by personal delivery or facsimile, not less than a 48-hour written notice (or such lesser time as is reasonable if the Event is to take place less than 48-hours after the default) to Tenant, terminate this Team Lease Agreement. Upon such termination this Team Lease Agreement shall expire as fully and completely as if such date and time of expiration were the date and time definitely fixed herein for the expiration of the term and of this Team Lease Agreement, and Tenant shall then quit and surrender its rights to the Arena Facilities to Manager, but Tenant shall remain liable as hereinafter provided. Manager shall forthwith upon such termination be entitled to recover as its stipulated damages for such breach an amount equal to the License Fee per day for each day Tenant was to have used the Arena Facilities, together with an amount equal to the sum of all costs and expenses then incurred by Manager with regard to the Event and this Team Lease Agreement.

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

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

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

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35. ADDITIONAL REMEDIES

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

36. PAYMENT ON DEFAULT

Any expense or damage which Manager may incur or sustain by reason of Tenant's non-compliance with any of the provisions of this Team Lease Agreement shall be due and payable by Tenant to Manager pursuant to the provisions of Section 39 hereof.

37. ADVERTISING AND SPONSORSHIP

(a) Other than as provided at subparagraph (b) below, Manager retains exclusive rights to (i) all permanent signage and advertising opportunities (including without limitation all fixed and rotating sign panels on scoreboards, vomitories, walls, seats and steps) inside the bowl area of the Facility, (ii) all in-house promotional programming on television monitors and electronic displays in and around the Facility, and (iii) all signage, advertising and promotional opportunities in all other areas of the Facility, whether temporary or permanent (including without limitation in the concourses, restaurants, plaza areas and parking lots in and around the Facility). Tenant shall only be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage and promotional opportunities within the bowl area of the Facility. The placement of any temporary signage opportunities (including the form, size, location and appearance thereof) or the conduct of any promotions inside the bowl area of the Facility by Tenant or its agents shall be subject to the prior approval of Manager, such approval not to be unreasonably withheld (provided that Manager shall be entitled to withhold its approval on the grounds that any proposed advertising or promotion conflicts with any of the exclusivity rights granted to the Facility's sponsors, including Managers naming rights and pouring righs exclusive category).

38. ANCILLARY RIGHTS

If Tenant records, stores, digitalizes, tapes, films, broadcasts or telecasts the Event by any means, including, without limitation, on television or radio, over the Internet, in motion pictures or for video tape or DVD distribution (collectively, the "Ancillary Rights"), Tenant shall execute the Facility's Filming Agreement, and Manager shall have no interests or rights of any kind therein; provided that, (a) Manager shall retain all rights to its trademarks (i.e. "Adventist Health Arena" and related logos), and (b) Manager shall have the right to use photographs or tapes of the Event for the purpose of promoting the Facility.

Notwithstanding the foregoing, if the Ancillary Rights are exploited by the performer or anyone other than Manager or its agents, Manager shall have no responsibility for the staffing and other costs associated therewith, and Tenant shall pay, or cause others to pay, such costs as well as all applicable production and origination fees. Tenant agrees that anyone broadcasting and/or taping the Event for television shall be required to utilize the television production facilities located in the Facility (subject only to the condition that the fees charged by such production facility shall be reasonable) and all costs associated therewith, including any applicable broadcast assessments or fees, shall be borne by Tenant or such third party. In no event shall Tenant or any broadcaster use blocking technology or insert any virtual signage on either the exterior or interior of the Facility, including, without limitation, over any of the Facility's permanent or temporary signage, during any broadcast or re-broadcast of the Event.

39. SETTLEMENT

All receipts from the sale of admissions to the Event ("Box Office Receipts"), after the deduction by

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Manager of all applicable fees and taxes (including, without limitation, the Facility Fee and any business license fees) and credit card charges, shall be held by Manager as its sole property until the preliminary box office settlement. Manager may, however, in its sole and absolute discretion apply any such Box Office Receipts in payment of all sums of money which shall become due from Tenant to Manager hereunder or by reason of Tenant's use of the Arena Facilities as provided herein, including, but not limited to, all amounts which shall become due for payments payable by Tenant to Manager hereunder for personnel, services, materials and equipment furnished to Tenant by Manager under this Team Lease Agreement, any agreement supplementing this Team Lease Agreement, Tenant's work orders and requests, or otherwise and for any damages whether stipulated herein or not, to which Manager is entitled by reason of any breach of this Team Lease Agreement by Tenant. The aforesaid applications shall be deemed to have been made as and when said amounts become due, irrespective of the date upon which such application shall be made upon the books of Manager. Prior to or immediately following the conclusion of the Event, Manager shall provide Tenant with a preliminary box office statement and a statement setting forth estimates of Event Expenses to the extent available. Within 24 hours after the conclusion of the Event, Manager shall (a) furnish Tenant with an updated preliminary box office statement and a preliminary settlement statement (setting forth estimated Event Expenses and any other available information pertinent to event settlement), and (b) shall make a preliminary settlement; provided, that Manager shall be entitled to retain a reasonable contingency to assure proper final settlement. Within two business days after the Event, Manager shall furnish to Tenant a final box office statement and a final settlement statement (the "Final Statements") showing all Box Office Receipts relating to Tenant's use of the Arena Facilities hereunder and the application of the same, and Manager shall pay to Tenant such moneys as shall then be due to Tenant. Tenant agrees to examine the Final Statements and to notify Manager in writing of any error in the account or of any objection to any charge within five business days after delivery of the Final Statements. Unless Tenant shall notify Manager of any claimed error or objection within such five business days after its receipt of the Final Statements, the Final Statements shall be deemed to be a true, correct and final statements of the account among Manager and Tenant. To the extent that any amounts owing by Tenant to Manager hereunder (including without limitation Event Expenses due under Section 4 hereof) are not fully paid by Tenant at the preliminary box office settlement, such amounts shall be reflected on the Final Statements and Tenant shall promptly pay such amounts within five business days after receipt of the Final Statements. Manager shall have no obligation to pay Tenant any interest on Box Office Receipts held by Manager in accordance with this Section 39.

40. COPYRIGHTS

Tenant represents and warrants that all copyrighted materials, music, equipment, devices, or dramatic rights used on or incorporated in the conduct of the Production will be used with the express permission of the copyright owner. The Tenant represents and warrants that it will use commercially reasonable efforts to ensure that any and all obligations under the copyright license shall be performed by Tenant. Tenant agrees to indemnify and hold harmless the Indemnitees from any and all liabilities, claims, damages, costs and expenses, including attorney's fees, incurred by any one or more of the Indemnitees by reason of the use of any patented and/or copyrighted materials, music, equipment, devices, processes, or dramatic rights furnished or used by Tenant in connection with the performing of the Production under this Team Lease Agreement.

41. LABOR AGREEMENTS

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

42. REFUND

If Tenant shall for any reason fail to occupy or use the Arena Facilities as provided herein (for reasons other than a breach by Manager of its obligations hereunder), no refund shall be made of any amounts paid by Tenant to Manager hereunder, and the aggregate amount payable by Tenant to Manager hereunder, including disbursements or expenses incurred by Manager in connection herewith, shall be payable by Tenant to Manager as provided in Section 39

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above.

43. TERM

The current term of the Agreement (the "Initial Term") commencing on July 1, 2026 (the "Commencement Date") and is to continue through June 30, 2029. Subject to the approval of the City, the Arena Operator and the Tenant shall extend the Initial Term through June 30, 2030 (the "Extended Term". The Tenant shall have the Option to extend the Extended Term for another one-year (1) year (the "Option"). The Option shall be exercised in writing by Tenant to Manager no later than January 1, 2030. The Option to extend the Term of this Agreement is subject to approval of the City and the Manager.

44. SUBORDINATION

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

45. FORCE MAJEURE

The parties to this Team Lease Agreement will be excused from the performance of this Team Lease Agreement in whole or in part by reason of any of the following causes:

(a) When such Event is prevented by operation of law.

(b) If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Tenant), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Manager shall refund to Tenant any deposits paid by Tenant, less any reasonable costs and expenses which have been incurred by Manager up to the time further performance is excused.

46. WAIVER

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

47. SEVERABILITY

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

48. NO PARTNERSHIP

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

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49. ASSIGNMENT

Neither this Team Lease Agreement nor any of the rights, duties or obligations of Tenant hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by Tenant, without the prior written consent of Manager. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Manager, be void and of no force or effect. Manager may assign and delegate its rights, duties and obligations hereunder to (a) any affiliate, or (b) any entity to which Manager is assigning substantially all of its rights and responsibilities as the operator of the Facility ("Permitted Assignments") without the consent of Tenant. Any other assignment or delegation by Manager other than a Permitted Assignment shall require the prior written consent of Tenant (provided, that the subcontracting by Manager of any aspect of the operation of the Facility to a third party shall not constitute an assignment or delegation for purposes of this provision).

50. ENTIRE AGREEMENT

This Team Lease Agreement supersedes any previous agreements between Tenant and Manager with respect to the presentation of the Production in the Facility, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous agreements shall be deemed terminated forthwith. In the event of an alteration or amendment of this Team Lease Agreement, the alteration or amendment shall be in writing, shall specifically refer to this Team Lease Agreement and shall be signed by both parties in order for the same to be binding upon the parties.

51. CONSTRUCTION

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

52. NOTICES

Except as otherwise herein expressly provided, all notices and other correspondence or communication between the parties shall be in writing and shall be delivered, either in person, by email, or by certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses:

If to Owner: City of Stockton
501 W. Weber Ave, Building 2
Stockton, CA 95203
Attention: Venues Director

With a copy to: City of Stockton
501 W. Weber Ave, Building 1
Stockton, CA 95203
Attention: City Attorney

If to Manager:
SMG
248 W FREMONT ST
STOCKTON, CA 95203
Attention: General Manager

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With a copy to:

SMG
300 Conshohocken State Road #770
West Conshohocken, PA 19428
Attention: General Counsel

If to Tenant:

Stockton Crusaders
5674 Stoneridge Drive, #204
Pleasanton, CA 94588
Attention: JGPC Business Law

53. LEGAL FEES

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

54. COUNTERPARTS

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

55. OWNER EXCULPATION

Tenant acknowledges that this Team Lease Agreement imposes no contractual obligation upon the Owner unless, until and only if the City expressly assumes the obligations of Manager hereunder pursuant to the provisions of the Management Agreement; that the Owner (and its members, directors, officers, agents, employees, independent contractors and consultants as to the indemnities set forth in this Team Lease Agreement) is an express third party beneficiary of this Team Lease Agreement; and that in the event of a default under this Team Lease Agreement by Manager, of any kind or nature whatsoever, Tenant shall look solely to Manager at the time of the default for remedy or relief; and that no member, director, officer, employee, agent, independent contractor or consultant of the Owner shall have any liability hereunder.

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IN WITNESS WHEREFORE, Tenant, Owner and Manager executed this Event Team Lease Agreement on the date first above written.

TENANT:

Stockton Crusaders

By: _____
Kurt Bryan, Manager & Head Coach

Date: _____

OWNER:

City of Stockton

By: _____
Johnny Ford, City Manager

Date: _____

APPROVED AS TO FORM:
CITY ATTORNEY

BY: _____

ATTEST:
CITY CLERK OF THE CITY OF STOCKTON

BY: _____

MANAGER:

SMG

By: _____
Jason Perry, Regional General Manager

Date: _____

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EXHIBIT A TO USE TEAM LEASE AGREEMENT

- $4.00 venue facility fee on all paid tickets
- Tenant must use Ticketmaster ticketing as sole ticketing solution within Adventist Health Arena
- Cash free venue
- Tenant with ensure Manager is trained on proper setup of the Tenant supplied field and equipment.
- Manager will install the Tenant supplied field with the Tenant responsible for approving the playing surface before any activity on field.
- Tenant to pay actual box office credit card fees, up to 3.5%
- Tenant to receive a $2.50 per paid ticket rental credit up to 3,000 game day paid tickets and a $3.00 per paid ticket rental credit, back to zero, for game day paid tickets over 3,000 with a cap of 4,200 paid tickets. This rent credit is per Tenant Event and is not cumulative.
- Venue to provide (3) dedicated high speed internet lines at no charge for all Tenant Events.
- Venue to provide (1) complimentary 12-person suite excluding F&B for all Tenant Events.
- Cost for (1) pair of EMT/Medics + (1) ambulance for players/ back of house, to be absorbed by Tenant
- Rent does NOT include:
    - Stagehands/IATSE positions as per CBA (including spot ops)
    - Team Catering
    - Credit card fee of 3.5% on all box office sales
    - Production rentals/ supplemental sound & lights
    - Equipment rentals for anything outside of in-house supply
    - Runners
    - Transportation
    - Towels
    - K9 sweep (if requested)
    - Interpreters (if requested)
    - Gases and pyro
    - Specific equipment required by the Arena Football One League not currently owned by Adventist Health Arena
- Manager retains 100% of the following:
    - F&B Concessions sales
    - Paid ticket facility fee
- Manager agrees to revenue share of the following:
    - If Tenant sells a game-day suite Tenant shall retain 60% of the sale price and Manager shall receive the remaining 40% of the sale price.
    - If Manager sells a game-day suite Manager shall retain 60% of the sale price and Tenant shall receive the remaining 40% of the sale price.

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Exhibit B:
Insurance Requirements
(Tenant Lease for the Arena**)**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "**occurrence**" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Instructor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **$1,000,000** per **accident for** bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees).

4. If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out the lease of the subject property including damage caused in whole or in part by Lessee or by those working on your behalf. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, at least as broad as ISO Form CG 20 11 12 19 or if not available, CG 20 43 12 19. Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract and ASM Global Parent, Inc.

Primary Coverage
For any claims related to this contract, the **Lessee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton,

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its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Lessee's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation
Lessee hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the City of Stockton, but this provision applies regardless of whether or not an endorsement has been issued.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Lessee, its employees, agents and subcontractors. This provision applies regardless of whether or not an endorsement has been issued.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Lessee shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by the City of Stockton before lease commences. However, failure to obtain the documents prior to the lease beginning shall not waive the Lessee's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances
City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Certificate Holder Address

The address for mailing certificates, endorsements, and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
501 W Weber Avenue
Building 1, 4th Floor
Stockton, CA 95203

And

Adventist Health Arena
248 W Fremont St
Stockton, CA 95203
Attention: General Manager

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