

DIGNITY HEALTH SPORTS PARK TENNIS STADIUM
EVENT LICENSE AGREEMENT

THIS DIGNITY HEALTH SPORTS PARK TENNIS STADIUM EVENT LICENSE AGREEMENT (this “License Agreement”) is entered into effective as of _____, 2022, by and between ANSCHUTZ SOUTHERN CALIFORNIA SPORTS COMPLEX, LLC, a Delaware limited liability company (“Licensor”) and the City of Carson (“Licensee”).

DATA SHEET

Data Sheet Item	Agreement Section
--------------------------------	------------------------------

- | | | |
|-----|-------|--|
| 1. | A. | The Production: Filipino American History Month Kick Off Event |
| 2. | 1 | The Event: October 2, 2022 from 6:00 P.M. PT until 10:00 P.M. PT |
| 3. | 3(a) | Base License Fee: Licensor shall waive the base license fee in connection with the Event (as defined in <u>Section 1</u>). |
| 4. | 4(a) | Event Expenses: Licensee is responsible for all Event Expenses (as defined in <u>Section 4</u>). Licensee shall pay the Event Expenses Deposit (as defined in <u>Section 3</u> below) no later than August 1, 2022. |
| 4. | 6 | Event Merchandise Revenue Split: Licensor shall be entitled to thirty percent (30%) of Merchandise Revenue (as defined in <u>Section 6</u>). |
| 5. | 11 | Move-in Time: Friday, September 30, 2022 @ 8:00 A.M. PT |
| 6. | 12(a) | Move-out Time: Monday, October 3, 2022 @ 8:00 P.M. PT |
| 7. | 21(a) | Licensor’s Ticket Holds: N/A |
| 8. | 21(b) | Complimentary Tickets: <ul style="list-style-type: none">• Licensee: N/A for each performance; <u>provided</u> that Licensee shall receive the use of two (2) Suites at no additional charge (excluding catering costs, which shall be the responsibility of Licensee).• Licensor: 100 (excluding Suite tickets) |
| 9. | 21(c) | Complimentary Parking Spaces for Licensee: 100 |
| 10. | 38(a) | Origination Fee: Licensor hereby agrees to waive the \$15,000 origination fee for filming activity; <u>provided</u> that Licensee shall be responsible for the applicable stagehand buyout fee (if any) to be paid to Licensor at settlement in accordance with <u>Section 39</u> (the “ <u>Buyout Fee</u> ”) and any expenses associated with such filming, which shall be Event Expenses. |

EVENT LICENSE AGREEMENT

RECITALS

- A. Licensee is the owner and operator of the production described in Item 1 of the Data Sheet (the “Production”).
- B. Licensor is the owner and operator of Dignity Health Sports Park sports and training complex in Carson, California on the campus of California State University – Dominguez Hills (“DHSP”), and more specifically the tennis stadium located at DHSP, as more fully described below (“DHSP Tennis Stadium”).
- C. Licensee has determined that DHSP Tennis Stadium is suitable for presentation of the Production, and Licensee desires to present the Production in DHSP Tennis Stadium.

AGREEMENT

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

1. LICENSE OF FACILITIES

Licensor hereby licenses to Licensee (the “License”) so much of the facilities of DHSP Tennis Stadium that Licensor deems necessary for the proper presentation of the Production (the “DHSP Facilities”), and Licensee hereby agrees to present the Production in the DHSP Facilities on the dates and at the times set forth in Item 2 of the Data Sheet (the “Event”). The DHSP Facilities shall not include, without limitation, any areas of DHSP that are intended for other uses including, but not limited to, (a) areas designated as exclusive areas for Licensor (such as its administrative offices) or for third parties (such as but not limited to the administrative offices and training and practice facilities of the Los Angeles Galaxy, the United States Soccer Federation and Licensor’s other permanent tenants), and (b) areas outside DHSP Tennis Stadium licensed to third parties for other events (such as but not limited to the soccer stadium, the track and field stadium, and the velodrome. Licensee’s use of the DHSP Facilities under this License Agreement shall be subject to the terms and conditions of the Addendum to Event License Agreement attached hereto as Annex A.

2. TICKET PRICES; APPLICABLE FEES

Ticket prices for the Event shall be established by Licensee, subject to the approval of Licensor, such approval not to be unreasonably withheld. Ticket prices for the Suites shall be established by Licensor in its sole discretion.

Any box office receipts payable to Licensee hereunder shall be net of all applicable admissions fees and taxes, including without limitation the two percent (2%) admissions fee imposed on all DHSP tickets pursuant to that certain Ground Sublease Agreement between Licensor and California State University Dominguez Hills Foundation (the “Admissions Fee”). The Admissions Fee will be an Event Expense (as defined below).

In addition, the parties agree that a “facility fee,” in the amount of \$3.00, shall be added to the face value of each ticket sold for the Event, and all of the revenue derived from such “facility fee” shall be

retained by Licensor, subject to the terms of Section 39. The facility fee is added to tickets sold through the Licensor's designated ticketing agent.

3. **LICENSE FEE; DEPOSIT**

- (a) Licensor shall waive the base license fee in connection with the Event.
- (b) Licensee shall pay to Licensor, no later than August 1, 2022, in readily available funds, an amount equal to \$25,000 (the "Event Expenses Deposit"). The Event Expenses Deposit shall be applied to the Event Expenses (as defined below). Licensee shall pay all Event Expenses in excess of the Event Expenses Deposit in accordance with the provisions of Section 39.
- (c) If as of September 16, 2022, the sum of all deposits made by Licensee plus the Box Office Receipts (as defined below) as of such date do not equal the estimated Event Expenses (as defined below), then Licensor will notify Licensee of such shortage. Licensee shall have two weeks from the receipt of such notification to pay to Licensor, in readily available funds, sufficient money to cover the amount of such shortage.
- (d) In the event that Licensee fails to make such payment to Licensor in the amount and manner provided herein, then Licensor may, in its sole discretion, terminate this License, this License Agreement and the Event pursuant to the provisions of Section 34(a) below.

4. **EVENT EXPENSES**

- (a) Licensor shall be responsible for paying, the Event Expenses. "Event Expenses" shall mean, collectively: a reasonable number of ushers, ticket takers, operations staffing, event crew and crowd management staff, housekeeping, janitors/matrons, box office staff, medical and fire personnel as determined by Licensor in its sole discretion, cleaning of the building before and after each performance, conversion, standard Los Angeles Sheriff's Department ("LASD") deployment as determined by Licensor and LASD, power and miscellaneous expenses such as available house staging, risers, barricades, spotlights, forklifts, chairs and bath towels, all phone lines and internet, catering, additional security or police in excess of the number determined by Licensor in the Event Expenses or outside the areas/locations designated in the Event Expenses (including without limitation bus and truck security or locker room/load-in area security), staffing overtime, additional staff for private parties and/or functions used in conjunction with the Event, advertising, group sales, e-mail campaigns, sound and lighting equipment, stagehands, loaders, wardrobe, broadcast fees or staffing (including costs of platform construction, if applicable, and the Origination Fee and the Buyout Fee, if applicable), equipment rentals, videoboard use or staffing, ASCAP/BMI/SESAC or similar music royalties, the Admissions Fee or other applicable taxes or fees imposed by governmental authorities, expenses for items requested by Licensee, EMTs/ambulance, press conference costs (including catering and staffing associated therewith), and any other related expense including but not limited to, any and all box office credit card fees or expenses. Any and all Event Expenses shall be paid by Licensee pursuant to the terms and in accordance with Section 39 herein. Credit card fees shall be added to Licensor's ticketing agent's standard service charge for purchases by phone, outlets, or internet. Licensee will be billed for credit card fees as an Event Expense for all DHSP box office purchases. Notwithstanding anything to the contrary above, the Event Expenses shall not include (i) staffing costs associated with the sale of food and beverage concessions, parking or merchandise (which staffing costs shall be the responsibility of Licensor or its designated concessionaires or subcontractors; provided that Licensee shall be solely responsible for food and beverage concessions staffing costs if the Event is cancelled for reasons other than a breach by Licensor of its obligations hereunder less than seventy-two

(72) hours prior to the Event date), or (ii) any other costs which are the responsibility of Licensor as expressly set forth elsewhere in this License Agreement.

5. CONCESSIONS AND PARKING

Except as may otherwise be agreed with respect to Merchandise Revenue (as defined below), all revenue derived from the sale of food, beverages, concessions, parking, and other items or services sold at DHSP shall be retained by Licensor or persons designated by Licensor. Licensor or persons designated by Licensor shall be the only parties authorized to provide and sell parking at DHSP and to sell food, beverages, concessions, and other items or services at DHSP, including, without limitation, any catering for Licensee's hospitality.

6. MERCHANDISE

Licensor shall have the sole right to sell Event-related merchandise and the right to receive the percentage of Merchandise Revenue set forth in Item 4 of the Data Sheet. "Merchandise Revenue" means gross revenue derived from the sale of programs, novelties and souvenirs relating to the Event or the personalities appearing therein sold at DHSP Facilities during the Event, less taxes, credit card fees and, if requested by Licensee, costs of bootleg security. Merchandise Revenue shall not include revenues from the sale of any publications, novelties, souvenirs or other merchandise which do not relate specifically to the Event or the personalities appearing therein (including without limitation any merchandise relating to the Los Angeles Galaxy or any other sports teams or properties not involved in the Event, or any newspapers or magazines sold from DHSP newsstands, if applicable) (the "Other Merchandise Revenue"). Licensor shall be entitled to retain all Other Merchandise Revenue. Any Merchandise Revenue payable to Licensee shall be paid by Licensor to Licensee or to such third party as designated by Licensee in writing.

7. PREMIUM SEATING

The DHSP Tennis Stadium includes 19 luxury suites (the "Suites"). Licensee agrees that Licensor (a) shall have the exclusive right to sell or distribute tickets for the Suites to the performance, and (b) shall retain all revenues derived from the sale thereof. Without limiting the generality of the foregoing, Licensor shall have the right to sell or distribute tickets to the Event for Suites, at prices established by Licensor in its sole discretion (including without limitation the right, if Licensor elects, to distribute such tickets to Suite holders at no additional charge). Notwithstanding the foregoing, Licensee shall have the right to use 2 Suites (selected by Licensor) for the Events at no charge. Licensee acknowledges that use of such Suites does not include catering or other food or beverage service, costs of which shall be at Licensee's sole expense. Use of such Suites shall be subject to Licensor's Event Suite License Addendum, which is attached hereto as Exhibit C.

8. ADVERTISING, PROMOTION AND PUBLICITY

(a) Licensee (i) shall refer to the DHSP Tennis Stadium as "Dignity Health Sports Park" and shall use best efforts to ensure that sponsors and broadcasters of the Event refer to the DHSP Tennis Stadium as "Dignity Health Sports Park," and (ii) shall use best efforts to ensure that broadcasters include a minimum of four (4) mentions of "Dignity Health Sports Park" during any broadcast.

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

(c) If Licensor makes available to Licensee 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 Licensee as determined by Licensee in its sole and absolute discretion, Licensee shall use reasonable efforts to utilize such advertising space as needed and to pay Licensor for such time or space at the quoted price for the applicable station, newspaper or outdoor advertiser.

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

(e) Subject to Licensor’s sole discretion as to content and frequency, Licensor agrees to publicize and promote the Event at no cost to Licensee through DHSP’s in-house promotional outlets such as its public address system, video screens and electronic displays.

(f) Licensee grants to Licensor the right to use and to authorize others to use the name or names of Licensee, the Event at DHSP, the Production and personalities appearing in the Event for the purposes of advertising, promoting and publicizing the Event or DHSP.

(g) With respect to use of Licensor’s electronic database for Event-specific e-mail marketing advertisements, the parties agree as follows: (i) Licensor’s use of its electronic database shall be subject to Licensee’s payment of the applicable fee as set forth by Licensor, (ii) the electronic database is proprietary to Licensor, and Licensee 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 Licensor, and (iv) Licensor 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 Licensor shall consult with Licensee regarding such content.

9. BUILDING STAFF

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

10. PUBLIC ADDRESS SYSTEM

If requested by Licensee, the DHSP Tennis Stadium 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 Licensor.

11. DELIVERY OF POSSESSION

(a) The DHSP Facilities shall be made available to Licensee at the time and on the date set forth in Item 5 of the Data Sheet (“Move-in Time”) for preparatory work by Licensee, complete with such staging requirements as are mutually agreed upon by Licensee and Licensors. Licensors agree to use its reasonable best efforts to adhere to the Move-in Time and Move-out Time; provided that: (i) Licensors shall be permitted to undertake those precautions and actions necessary to maintain the DHSP Facilities in compliance with applicable public health and safety guidelines promulgated by the relevant governmental and regulatory entities; (ii) Licensee hereby acknowledges and agrees that the Move-in Time and Move-out Time are subject to change, as determined in the reasonable discretion of Licensors with respect to the safety and overall condition of the DHSP Facilities prior to and/or following each performance and/or day of the Event; and (iii) any such changes in the Move-in Time and/or Move-out Time shall be promptly communicated by Licensors to Licensee.

(b) Any additional use of the DHSP Facilities by Licensee 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 License Agreement except as otherwise agreed with respect to costs and fees for such additional usage.

12. SURRENDER AND OVERTIME

(a) After the conclusion of the Event, Licensee shall as soon as possible quit and surrender the DHSP Facilities to Licensors, 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 DHSP Facilities shall be in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Licensee shall remove from DHSP all Event property. Without limiting any other remedies available to Licensors, if Licensee fails to quit and surrender the DHSP Facilities on or before the Move-out Time, Licensee shall reimburse Licensors for all overtime charges as established by Licensors. In addition, Licensee shall pay Licensors for any expense incurred by Licensors in removing and/or storing Event property, which removal and/or storage shall be at Licensee’s sole risk. Licensors shall have the right to retain any and all funds otherwise payable to Licensee hereunder in satisfaction of the costs resulting from or arising out of any such removal and/or storage of such Event property. Nothing in this Section 12(a) shall in any way be construed to limit Licensors’ right to recover all actual damages incurred in the event Licensee fails to quit and surrender the DHSP 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 3 of the Data Sheet. If a performance of the Production continues in excess of such allocated time Licensee shall reimburse Licensors for all incremental direct labor costs incurred by Licensors as a result thereof and in accordance with the overtime charges set forth in Item 3 of the Data Sheet. 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 Licensors 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 California State University – Dominguez Hills (“University”), the State of California or the City of Carson or any other governmental body, Licensee agrees to pay in addition to all other sums due to Licensors hereunder, an amount equal to all fines, penalties and other charges assessed by University

or governmental body because such performance of the Event 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 Licensor at its box office or through Licensor's designated ticketing agent by such means (e.g. telephone sales, outlets, and Internet) as selected by Licensor and its ticketing agent. Licensee agrees that the sale of tickets for the Event by Licensor's designated ticketing agent shall be governed solely by the terms of Licensor's agreement with such ticketing agent.

(b) At least ten (10) days before Licensee desires the sale or distribution of the tickets and admissions to begin, Licensee shall deliver to Licensor's box office all information required by Licensor for such tickets and admissions for the Event, and Licensor shall cause such tickets and admissions to be printed. Licensor will provide an accounting to Licensee of all tickets and admissions. If Licensor distributes tickets through sales outlets other than its box office, it shall require that all sales outlets render a complete accounting to Licensor.

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

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

(e) All data generated in connection with Ticket sales shall be owned solely by Licensor, and Licensor shall have the sole right to use such data, in accordance with the then-current DHSP privacy policy; provided, however, that upon request by Licensee, Licensor shall furnish such data to Licensee within thirty (30) days of request.

14. INSURANCE

(a) Licensee agrees, at its sole expense, to procure and maintain during the term of this License Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of Licensee, Licensor, the owners of DHSP and their contractors, successors and assigns, against all claims for personal injury, death or property damage in or about DHSP arising in the amount of not less than \$1,000,000 per occurrence, \$5,000,000 in the aggregate. In the event there are pyrotechnics, fireworks or fire displays as contained in Section 26(b), the certificate of insurance shall evidence such coverage and with limits specific therein; (ii) Commercial Automobile Liability insurance, on an occurrence basis covering all owned, non-owned, hired & leased vehicles with a limit of not less than \$1,000,000 per occurrence covering bodily injury and property and physical damage; and (iii) following form Umbrella or Excess Liability coverage with a limit of not less than \$4,000,000 per occurrence in excess of \$1,000,000.

(b) In the event Licensee or a third party engaged by Licensee exploits the Event, media liability insurance coverage as respects errors and omissions resulting from any broadcast emanating from DHSP or in any way pertaining or related to the Event, with contractual liability endorsements for the mutual benefit of Licensee, Licensor, the owners of DHSP and their respective contractors, successors and assigns, against all claims for personal injury and errors and omissions liability including without limitation defamation of character, libel, slander and other similar causes of action, with policy limits of not less than \$5,000,000 per occurrence. Such insurance can be written on a Claims Made basis providing an extended reporting period or continuous coverage of not less than three (3) years is provided. Notwithstanding the foregoing, Licensee shall be deemed to have satisfied this provision by ensuring the third-party producer procures and maintains a policy satisfying the requirements of this Section 14(b).

(c) The insurance policies set forth in subsections (a) and (b) above shall name as Additional Insureds each of those entities and individuals identified on Exhibit A attached hereto, their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns, hereinafter the “Indemnitees.” All such insurance shall be primary and non-contributing to insurance maintained by Licensor.

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

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

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

(g) The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of DHSP) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders DHSP). There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor prior to the Move-in Time. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without fifteen (15) business days’ prior written notification to Licensor. Said insurance shall not restrict or limit the coverage of the additional insureds. If Licensee fails to provide Licensor with the required certificate of insurance upon the earlier of (i) at least thirty (30) business days prior to the Move-in Time or (ii) upon execution of this License Agreement if the Move-in Time is within thirty (30) business days following such execution, Licensor may, in its sole and absolute judgment, either (A) acquire, at Licensee’s expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under subsections (a) and (b) above, or (B) treat such failure as a default by Licensee and terminate this License Agreement effective as of the Move-in Date pursuant to the provisions of Section 34 below.

(h) All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of California, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least A VI or better shall be deemed to be acceptable. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this Section 14 of this License Agreement must be in writing signed by the parties.

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

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

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

15. INDEMNITY

(a) Licensee does hereby indemnify and agree to forever save and hold harmless the Indemnitees, from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual (collectively, "Claims"), which any one or more of them may suffer or incur as a result of a breach of any term of this License Agreement by Licensee or which any one or more of them may suffer or incur arising directly or indirectly from any acts or omission of Licensee under this License Agreement, the Production, or resulting, in whole in part, from any acts or omission of Licensee in connection with the use and occupancy of the DHSP Facilities, occurring in or about DHSP, the entrances, lobbies, and exits thereof, the parking lot, the sidewalks, streets, and approaches adjoining DHSP, or any portion of DHSP used by Licensee hereunder including, without limitation, the DHSP Facilities, except to the extent any Claims arise from, either directly or indirectly, the negligence or willful misconduct of any of the Indemnitees.

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

(c) Licensor does hereby indemnify and agree to forever save and hold harmless Licensee, its affiliates, and each of their respective officers, employees, agents, representatives, successors and assigns ("Licensee Indemnitees" or "Licensee Parties"), from and against any and all Claims, which any one or more of them may suffer or incur as a result of a breach of any term of this License Agreement by Licensor or which any one or more of them may suffer or incur arising directly or indirectly from any acts

or omission of Licenser under this License Agreement, the Production, or resulting, in whole in part, from any acts or omission of Licenser in connection with the use and occupancy of the DHSP Facilities, occurring in or about DHSP, the entrances, lobbies, and exits thereof, the parking lot, the sidewalks, streets, and approaches adjoining DHSP, or any portion of DHSP used by Licensee hereunder including, without limitation, the DHSP Facilities, except to the extent any Claims arise from, either directly or indirectly, the negligence or willful misconduct of any of the Licensee Indemnitees.

- (d) Licenser further agrees that in the case of any such Claim against any one or more of the Licensee Indemnitees, Licenser shall defend the Licensee Indemnitees at Licenser's expense by counsel satisfactory to the Licensee. In the event Licenser does not provide a defense against any and all such Claims, then Licenser shall, in addition to the above, pay the Licensee Indemnitees the attorneys' fees, legal expenses and costs incurred by the Licensee Indemnitees in providing such defense and Licenser agrees to cooperate with the Licensee Indemnitees in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Licensee Indemnitees.

16. LICENSOR'S LIABILITY

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

17. BUILDING COSTS

Licenser shall provide janitorial supplies, maintenance supplies, and, if available, equipment to the extent reasonably required by the Event. Except for the standard utility fee charged by Licenser as an Event Expense and as otherwise set forth at Section 33 of this License Agreement, the costs of such items shall be the sole responsibility of Licenser. Notwithstanding the foregoing, the cost of any equipment rentals which are requested by Licensee or necessitated by any extraordinary needs of the Event shall be treated as an additional Event Expenses for which Licenser shall be entitled to reimbursement.

18. INTENTIONALLY OMITTED

19. PARTICIPANTS

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

20. EVENT OFFICE

Licenser shall make available to Licensee space for an event office, the location of which shall be mutually agreed by Licenser and Licensee subject to availability. Such space shall be available to Licensee from the Move-in Time to the Move-out Time. There shall be no additional charge to Licensee for such space,

but such space shall be part of the DHSP Facilities and Licensee's use thereof is subject to all other terms and conditions of this License Agreement. At Licensee's request, Licensor will arrange for the installation of private phone service into said event office. In such event, Licensee agrees to pay all installation, service, equipment, long distance, toll and repair charges made with respect to such phone service.

21. TICKET HOLDS; COMPLIMENTARY TICKETS/PARKING

(a) Licensee agrees to provide Licensor, in advance of the on-sale date and upon prior written notification from Licensor, 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 Licensor and Licensee; provided, that 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 Licensor or Licensee may release some or all of their respective Ticket Holds back onto the ticket manifest; provided that the party releasing such holds shall provide the other party with reasonable advance notice of such releases and shall coordinate and consult with such other party regarding the sale of the released seats.

(b) Licensee and Licensor may each receive the number of complimentary tickets set forth in Item 8 of the Data Sheet for each performance during the Event upon compliance with Licensor'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 Licensor to issue complimentary Suite tickets as set forth in Section 7.

(c) Licensee shall be entitled to the number of complimentary parking spaces set forth in Item 9 of the Data Sheet for each performance during the Event, the locations of which shall be established by Licensor in its sole discretion. In the event the Licensee requires additional parking spaces during the Event, to the extent Licensor, in its reasonable discretion, determines that such spaces are available, Licensee shall pay Licensor its regular rate therefor. In addition to the parking passes provided pursuant to Item 9 of the Data Sheet, Licensor shall also be responsible for providing parking to accommodate the Event's trucks and buses.

22. LOCKER ROOMS

Licensor shall make available to Licensee space for locker rooms, the location of which shall be mutually agreed by Licensor and Licensee subject to availability. Such space shall be available to Licensee from the Move-in Time to the Move-out Time. There shall be no additional charge to Licensee for such space, but such space shall be part of the DHSP Facilities and Licensee's use thereof is subject to all other terms and conditions of this License Agreement. At Licensee's request, Licensor will arrange for the installation of private phone service into said show office. In such event, Licensee agrees to pay all installation, service, equipment, long distance, toll and repair charges made with respect to such phone service.

23. INTENTIONALLY OMITTED

24. PERMITS

Prior to the Move-in Time, Licensee agrees, at Licensee's expense, to obtain from the City of Carson or any other applicable governmental body or agency, such governmental permits or approvals as are necessary

for the Event, including, but not limited to, building permits and business licenses. Prior to the Move-in Time, Licensee agrees to furnish to Licensors, at its sole expense, copies of such additional governmental permits and other licenses and permits as may be required for the Events.

25. ADDITIONAL OBLIGATIONS OF LICENSEE

Licensee shall:

- (a) Supply and pay for all athletes, performers and participants required for the proper presentation of the Production;
- (b) Transport all personnel, properties, facilities and equipment necessary for the Production to and from the DHSP Facilities;
- (c) Present the Production in a manner customary for events comparable in type and nature to the Production; and
- (d) Timely pay all fees and governmental taxes and levies due as a result of the Event, including without limitation the Admissions Fee, which shall be deducted by Licensors from the proceeds payable to Licensee and remitted by Licensors to the University in accordance with Section 39.
- (e) If Licensee or its agents, representatives, managers, or employees, in or about the DHSP 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 DHSP from the Move-in Date to the Move-out Date, even though such services are made available or are obtained through Licensors, Licensee will assume such costs solely as an Event Expense. If such Event Expense is incurred as a result of the fault of any Licensee Parties, then Licensee will defend, indemnify and hold Licensors harmless from all responsibility or liability therefor to the extent of any such fault.

26. COMPLIANCE WITH LAWS

- (a) Licensee shall comply with all applicable laws, orders, regulations and requirements of Federal, State, County and Municipal authorities as well as those of the University and with any lawful direction or order of public officers which shall impose any duty upon Licensors or Licensee, with respect to DHSP or the use and occupancy thereof, including without limitation any orders issued by the County of Los Angeles Department of Public Health or similar authority (collectively, “Applicable Laws”). Licensee shall not use nor permit the use of the DHSP Facilities for any political purpose. No collections, whether for charity or otherwise, shall be made or attempted in or at DHSP by Licensee or any of its employees, agents or contractors unless otherwise expressly approved in writing by Licensors in advance.
- (b) Licensee shall comply with all Applicable Laws of the applicable fire and police departments (i.e., State of California, County of Los Angeles, the University and City of Carson) or any other similar body and shall not do or permit anything to be done in or about DHSP or bring or keep anything therein except as permitted by the applicable authority having jurisdiction over DHSP, Licensors or Licensee. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensors and, if necessary in Licensors’ sole judgment, the approval of the applicable fire department. All decorations and other combustible materials must be fireproofed. Licensee shall deliver to Licensors, if Licensors so requests, a flameproofing certificate in the

form specified or required by and satisfactory to any local government body having jurisdiction with respect thereto. Licensee agrees to abide by any reasonable decibel level limitation imposed by Licensor, in consideration of the nature of the Event.

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

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

(e) Licensee agrees that Licensee shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the DHSP Facilities, nor shall Licensee, or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation.

27. ALTERATIONS

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

28. ENTRANCES AND EXITS

The entrances and exits of DHSP shall be locked or unlocked during the Event as Licensor may direct, subject to all applicable laws, rules, regulations and orders of Federal, State, County and Municipal authorities, as well as the University, any lawful direction of public officers, and also subject to Licensee's reasonable approval to the extent not in conflict with any such law, rule, regulation or order. Articles, fittings, fixtures, materials and equipment required for the Production shall be brought into or removed from DHSP by Licensee only at entrances and exits and at such times as designated by Licensor. The total number and weight of vehicles, which may enter DHSP at any one time, shall be determined by Licensor in its absolute discretion.

29. NON-EXCLUSIVE USE

Licensee acknowledges that besides the use of the DHSP Facilities as contemplated by the License Agreement, DHSP 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 DHSP to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of DHSP, 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. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with use of the facility by Licensee Parties and Event participants and attendees, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or facility of DHSP other than the DHSP Facilities without first obtaining Licensor's consent and approval.

30. EJECTION

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

31. LICENSOR REGULATIONS

Licensee shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by Licensor for the use, occupancy and operation of DHSP.

32. LICENSOR USE OF FACILITIES

Licensor, its 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 DHSP Facilities upon presentation of usual passes issued to them by Licensor; provided that Licensor and its agents shall not unreasonably disturb the privacy of the artist in areas and circumstances where the artist has a reasonable expectation of privacy (such as, but not limited to, sound checks and dressing rooms). Subject to Licensor's prior approval, Licensee may issue such number of photo, press and backstage passes approved by

Licensors and permitting selected persons access to specified areas of DHSP normally closed to the public as Licensors shall designate. Licensors, at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system and video screens in DHSP (including the DHSP Facilities) during the Event, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in DHSP or elsewhere, and Licensors 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 DHSP 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.

33. UTILITIES

Any utilities to be provided by Licensors pursuant to Section 17 shall be provided by the permanent equipment with which DHSP is equipped at such times and in such amounts as shall be reasonably necessary, in the sole and absolute judgment of Licensors, during each performance for the comfortable use and occupancy of DHSP. If any services, including without limitation illumination, water or electricity, are furnished, with or without charges by Licensors to Licensee, Licensors shall in no event be liable for a failure to provide such services (a) during the repairing of any such equipment or apparatus in DHSP or (b) as a result of any power shortage, irregularity, deficiency or outage affecting DHSP or the Production or any other cause beyond the control of Licensors. Licensee may, at Licensee's sole cost and expense, provide Licensors with power generators or other equipment acceptable to Licensors to be used by Licensors 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 Licensee: (i) Licensee makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or (ii) Licensee files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for Licensee or Licensee's property, or (iv) execution is issued pursuant to a judgment rendered against Licensee, or (v) this License Agreement is assigned to any person, firm or corporation other than Licensee or without the prior written consent of Licensors, which consent may be withheld in Licensors's absolute discretion, or (iv) Licensee defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein. In the event of a default by Licensee, Licensors may, upon delivery of 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 Licensee in accordance with the notice provisions set forth in Section 52, terminate this License Agreement. Upon such termination this License Agreement shall expire as fully and completely as if such date and time of expiration were the date and time definitely fixed herein for the expiration of the term and of this License Agreement, and Licensee shall then quit and surrender its rights to the DHSP Facilities to Licensors, but Licensee shall remain liable as hereinafter provided. Licensors shall forthwith upon such termination be entitled to recover any damages incurred as a result of Licensee's default, including, without limitation, damages suffered from the impact of such default upon the reputation of Licensors, its affiliates and DHSP. Without limiting the foregoing, in the event of a termination of this License Agreement due to a breach by Licensee, Licensors shall be entitled to recover, in addition to any other damages, as stipulated damages an amount equal to \$25,000 per day for each day Licensee was to have used the DHSP Facilities, together with an amount equal to the sum of all costs and expenses then incurred by Licensors with regard to the Event and this License Agreement. If any payment due Licensors under this License Agreement by Licensee is not paid when due, Licensors shall be entitled to receive

interest thereon, calculated at a rate equal to 5% per annum , on such unpaid amounts from the date such payment is due until the date upon which the payment is actually received by Licensor.

(b) Licensor or any other person by its order may immediately upon expiration of this License Agreement as provided in subparagraph (a) above, or at any time thereafter, enter the DHSP 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 provided it is conducted in a reasonable and lawful manner, without being liable to indictment, prosecution, or damages therefor, and possess and enjoy DHSP, including the DHSP Facilities. In any case where, pursuant to the provisions of this License Agreement or by summary proceedings or otherwise, this License Agreement expires or is terminated before the Move-out Time, and in all cases of entry by Licensor, Licensor may, but shall not be required to, relicense the DHSP Facilities or any part or parts thereof, as the agent of Licensee or otherwise, at any time or times during the term for whatever compensation or rent Licensor shall obtain, and Licensee shall, whether or not the DHSP Facilities are relicensed or let, be and remain liable for, and Licensee hereby agrees to pay to Licensor as damages an amount equal to all amounts payable by Licensee to Licensor hereunder, less the amount thereof already paid and the net receipt of relicensing, and the same shall be due and payable by Licensee to Licensor hereunder. The words “enter” and “entry” as used in this License Agreement are not restricted to their technical legal meanings.

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

(d) In the event of entry by Licensor, Licensor at its option may store at the cost of Licensee any personal property of Licensee, or its servants, employees and agents then in or about DHSP, but in such case Licensor 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 ten (10) days’ notice in writing to Licensee. Licensor shall be entitled to receive from Licensee all costs and expenses for storage of Licensee’s property and if Licensor shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of storage in addition to any other sums then due to Licensor by Licensee.

35. ADDITIONAL REMEDIES

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

36. PAYMENT ON DEFAULT

Any expense or damage which Licensor may incur or sustain by reason of Licensee’s non-compliance with any of the provisions of this License Agreement shall be due and payable by Licensee to Licensor pursuant to the provisions of Section 39 hereof.

37. ADVERTISING AND SPONSORSHIP

(a) Licensor retains exclusive rights to (i) all permanent signage, sponsorship 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 DHSP Tennis Stadium, (ii) all in-house promotional programming on television monitors and electronic displays in and around the DHSP Tennis Stadium (if any), and (iii) all signage, advertising and promotional opportunities in all other areas of DHSP, whether temporary or permanent (including without limitation in the concourses, restaurants, plaza areas and parking lots in and around DHSP).

(b) Licensee 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 DHSP Tennis Stadium or on or immediately adjacent to the playing field. 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 DHSP Tennis Stadium by Licensee or its agents shall be subject to the prior approval of Licensor, such approval not to be unreasonably withheld (provided that Licensor shall be entitled to withhold its approval for safety concerns or on the grounds that any proposed advertising or promotion conflicts with any of the exclusivity rights granted to DHSP's sponsors or would likely be regarded by any such sponsors as detrimental to the value of its sponsorship). In no event shall Licensee engage in "ambush marketing".

38. ANCILLARY RIGHTS

(a) If Licensee records, stores, digitalizes, tapes, films, photographs, broadcasts, telecasts or streams the Event by any means at any time, whether on a live, delayed or other basis, including any means of signal distribution, exhibition or recordation now known or hereafter created including, without limitation, on television or radio, over the Internet (including via social media or "over-the-top" platforms), in motion pictures or for video tape or DVD distribution (such rights to the foregoing, collectively, the "Ancillary Rights" and such activity, the "Filming Activity"), Licensee (i) shall obtain the prior written consent of Licensor to conduct such Filming Activity and (ii) agrees that the terms of the Filming and Photography Terms and Conditions attached hereto as Exhibit B and incorporated herein by reference (the "Filming Terms") shall apply to such Filming Activity, in which case Licensor shall have no interests or rights of any kind to such Ancillary Rights; provided that, (x) Licensor shall retain all rights to its trademarks (i.e. "Dignity Health Sports Park" and related logos), and (y) Licensor shall have the right to use photographs or tapes of the Event for the purpose of promoting DHSP. For the avoidance of doubt, authorization or consent to one form of Filming Activity shall not be deemed authorization or consent to any other form. Each of such other forms shall require its own express authorization, and shall be prohibited without such authorization.

(b) Notwithstanding the foregoing, if the Ancillary Rights are exploited by the performer or anyone other than Licensor or its agents, Licensor shall have no responsibility for the staffing and other costs associated therewith, and Licensee shall pay, or cause others to pay, such costs as well as all applicable production and origination fees. Licensee agrees that anyone broadcasting and/or taping the Event for television shall be required to utilize the television production facilities located in DHSP (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 Licensee or such third party. In no event shall Licensee or any broadcaster use blocking technology or insert any virtual signage on either the exterior or interior of the DHSP Tennis Stadium, including, without limitation, over any of the DHSP Tennis Stadium's permanent or temporary signage, during any broadcast or re-broadcast of the Event. Licensor shall have the right to use photographs or footage of the Event for the sole purpose of promoting DHSP.

39. SETTLEMENT

All receipts from the sale of admissions to the Event ("Box Office Receipts"), after the deduction by Licensor of all applicable admissions fees and taxes, including, but not limited to, the Admissions Fee and credit card charges, shall be held by Licensor as its sole property until the preliminary box office settlement. Licensor 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 Licensee to Licensor hereunder or by reason of Licensee's use of the DHSP Facilities as provided herein, including, but not limited to, all amounts which shall become due for payments payable by Licensee to Licensor hereunder for personnel, services, materials and equipment furnished to Licensee by Licensor under this License Agreement, any agreement supplementing this License Agreement, Licensee's work orders and requests, or otherwise and for any damages whether stipulated herein or not, to which Licensor is entitled by reason of any breach of this License Agreement by Licensee. 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 Licensor. Prior to or immediately following the conclusion of the Event, Licensor shall provide Licensee 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, Licensor shall (a) furnish Licensee 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 Licensor shall be entitled to retain a reasonable contingency to assure proper final settlement. Within six (6) weeks after the Event, Licensor shall furnish to Licensee a final box office statement and a final settlement statement (the "Final Statements") showing all Box Office Receipts relating to Licensee's use of the DHSP Facilities hereunder and the application of the same, and Licensor shall pay to Licensee such moneys as shall then be due to Licensee. Licensee agrees to examine the Final Statements and to notify Licensor in writing of any error in the account or of any objection to any charge within twenty (20) business days after delivery of the Final Statements. Unless Licensee shall notify Licensor of any claimed error or objection within such twenty (20) 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 Licensor and Licensee. To the extent that any amounts owing by Licensee to Licensor hereunder (including without limitation Event Expenses due under Section 4 hereof) are not fully paid by Licensee at the preliminary box office settlement, such amounts shall be reflected on the Final Statements and Licensee shall promptly pay such amounts within twenty (20) business days after receipt of the Final Statements. Licensor shall have no obligation to pay Licensee any interest on Box Office Receipts held by Licensor in accordance with this Section 39. For the avoidance of doubt, and as set forth in Section 3(b) above, the Event Expenses Deposit shall be applied to all Event Expenses due pursuant to this Section 39 and therefore, Licensee shall only be responsible for the remaining balance as calculated pursuant to the settlement process (i.e., the total amount of the Event Expenses *less* the Event Expenses Deposit).

40. COPYRIGHTS

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

41. LABOR AGREEMENTS

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

42. **REFUND**

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

43. **TERM**

The term of this License Agreement shall commence on the date first hereinabove written and expire at the Move-out Time, unless terminated earlier or extended later as provided elsewhere herein.

44. **SUBORDINATION**

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

45. **FORCE MAJEURE**

A party to this License Agreement may be excused from the performance of its respective obligations under this License Agreement in whole or in part, and shall not be in default with respect to any obligation hereunder, by reason of any of the following causes: (A) when performance of such affected party's obligations is prevented by operation of law, rule or order by any governmental authority or judicial body; or (B) if the Event does not take place because of the occurrence of a Force Majeure Event (defined below) that prevents the performance under this License Agreement by the affected party of its obligations under this License Agreement; provided that, in each of the foregoing cases:

(a) such affected party gives the other party written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable.

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.

(c) the party uses commercially reasonable efforts to overcome or mitigate the effects of such occurrence; and

(d) when the party is able to resume performance of its obligations under this Agreement, such affected party shall give the other party written notice to that effect and shall promptly resume performance hereunder.

(e) Notwithstanding anything to the contrary herein, if any party hereto is excused from performance hereunder by reason of a Force Majeure Event for a continuous period extending (or reasonably expected to extend) beyond the date of the Event, either party shall be entitled to terminate this Agreement upon advance written notice to the other party. In the event of such termination, (A) Licensee agrees to pay to Licensor any and all reasonable costs and expenses, including amounts provided for in this License Agreement, which have been incurred by or on behalf of Licensor up to the time the Agreement is terminated; and (B) Licensor agrees to refund to Licensee any non-refundable deposits; provided that Licensor may set off from such payment any amounts otherwise due Licensor under this Agreement. Licensor and Licensee hereby waive any claim for damages or compensation from the other party should this License Agreement be so terminated.

A “Force Majeure Event” shall mean any event or cause beyond the reasonable control of the party affected, and which could not have been avoided by due diligence and use of reasonable efforts, including without limitation drought, flood, earthquake, storm, fire, lightning, epidemic, pandemics (including COVID-19 and variations or mutations thereof and any related epidemics, residual effects, economic impact and results thereof), war, terrorist act, riot, civil disturbance, sabotage, explosions, strikes, lock-outs or labor disputes, the existence of hazardous waste, unforeseen subsurface conditions, orders or judgments of any Governmental Authority, national or international sports council or governing body, the NHL, NBA or other professional league or collegiate athletic conference or association the absence, suspension, termination, interruption, denial or failure of renewal of any entitlements, applicable permits or any changes in law or any changes in the rules and regulations of a national or international sports council or governing body, the NHL, NBA or other professional league or collegiate athletic conference or association but excluding any event or circumstance that results in a party not having sufficient funds to comply with an obligation to pay money.

46. **WAIVER**

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

47. **SEVERABILITY**

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

48. **NO PARTNERSHIP**

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

49. **ASSIGNMENT**

Neither this License Agreement nor any of the rights, duties or obligations of Licensee hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by Licensee, without the prior written consent of Licensor. Any assignment or delegation or attempted assignment or delegation without

such consent shall, at the election of Licensor, be void and of no force or effect. Licensor may assign and delegate its rights, duties and obligations hereunder to (a) any affiliate, or (b) any entity to which Licensor is assigning substantially all of its rights and responsibilities as the operator of DHSP (“Permitted Assignments”) without the consent of Licensee. Any other assignment or delegation by Licensor other than a Permitted Assignment shall require the prior written consent of Licensee (provided, that the subcontracting by Licensor of any aspect of the operation of DHSP to a third party shall not constitute an assignment or delegation for purposes of this provision).

50. ENTIRE AGREEMENT

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

51. GOVERNING LAW; ARBITRATION

This License Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provision. Other than any claim for equitable or injunctive relief, all other claims, disputes and other matters in question between the parties arising out of or relating to this Agreement shall be decided by binding arbitration before one mutually agreed upon neutral arbitrator in Los Angeles, California in accordance with the Comprehensive Commercial Arbitration Rules of JAMS then in effect. The determination and award of the arbitrator shall be based upon application of existing substantive statutes and case law, interpretation in accordance with applicable contract law of this Agreement and the evidence presented by the parties to the arbitrators. Each party shall bear its own costs in connection therewith, except that the prevailing party shall be entitled to recover, and the arbitrator shall be empowered to award, costs and reasonable attorneys’ fees to the prevailing party as provide in Section 53 below.

52. NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when personally delivered, (b) if sent by United States certified mail, return receipt requested, postage prepaid, on delivery by United States Postal Service, (c) if sent by receipted overnight courier services, either on the business day received if received prior to 5:00 p.m. local time or on the following business day if received after 5:00 p.m. local time or on a non-business day, or (d) if sent by electronic mail transmission, on the date sent (provided that automatic read receipt or other confirmation of successful transmission, or acknowledgment of receipt by the recipient, is received), in each case addressed to the respective parties hereto as follows; provided that in the case of delivery in accordance with clauses (a) through (c), the party sending the notice shall endeavor to provide simultaneous electronic transmission:

If to Licensor:

ANSCHUTZ SOUTHERN CALIFORNIA SPORTS COMPLEX, LLC
Dignity Health Sports Park
18400 Avalon Blvd.
Carson, CA 90746
Attention: Katie Pandolfo

E-Mail: kpandolfo@aegworldwide.com

with a copy to:

ANSCHUTZ SOUTHERN CALIFORNIA SPORTS COMPLEX, LLC
800 W. Olympic Blvd., Ste 305
Los Angeles, CA 90015
Attention: Legal Department
E-Mails: rdavis@aegworldwide.com & aeg-corplegal@aegworldwide.com

If to Licensee:

CITY OF CARSON
701 E. Carson Street
Carson, CA 90745
Attn: David Roberts
E-Mail: droberts@carsonca.gov

53. LEGAL FEES

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

54. COUNTERPARTS

This License Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement. This Agreement may be delivered by facsimile or electronic signatures (e.g., PDF, DocuSign, etc.).

[Signature page follows immediately]

IN WITNESS WHEREOF, Licensee and Licensors executed this Event License Agreement on the date first above written.

LICENSEE:

CITY OF CARSON

By: _____
Name: David Roberts
Title: City Manager

LICENSOR:

**ANSCHUTZ SOUTHERN CALIFORNIA
SPORTS COMPLEX, LLC**

By: _____
Name: Katie Pandolfo
Title: General Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

**APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP**

Sunny K. Soltani, City Attorney
[rjl]

Exhibit A

Additional Insureds

Anschutz Southern California Sports Complex, LLC
Anschutz L.A. Soccer, Inc.
Anschutz L.A. Soccer II, LLC
Anschutz Entertainment Group, Inc.
California State University Dominguez Hills
California State University Dominguez Hills Foundation
U.S. Soccer Federation
United States Tennis Association Incorporated

Exhibit B

Filming and Photography Terms and Conditions (“**Filming Terms**”)

In consideration of the terms and provisions of these Filming Terms, the License Agreement and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Licensee and, if applicable, any third-party producer engaged by Licensee (a “**Producer**”) agrees (a) to adhere to all laws, policies, rules, and regulations applicable to the Event under the License Agreement, (b) to abide by Licensor’s instructions and directives with respect to Licensee’s or Producer’s activities in, on or around the DHSP Facilities, and (c) that any costs and expenses (including without limitation any applicable broadcast assessments or fees, stage crews and electricians), and any licenses, permits, consents and approvals (including any consents or approvals from spectators, talent, athletes, celebrities or other persons present in the audience or on stage or otherwise participating during the Event or any marks, trademarks or other intellectual property rights contained in or around DHSP), associated with Producer’s or Licensee’s Filming Activity, shall be the responsibility of Licensee and Producer. Upon request by Licensor, Licensor shall be provided with copies of any and all such licenses, permits, consents and approvals. In addition to any remedies Licensor may have against Licensee for breaches of these Filming Terms, Licensee will be responsible for any actions or omissions by the Producer that would be a breach of these Filming Terms or the License Agreement.
2. Licensee represents and warrants that Licensee and Producer, as applicable, are filming for archival purposes only and that none of Licensee, Producer or any other person will use any Event footage, photographs, films, recordings or other materials (collectively, “**Materials**”) in connection with a live or taped telecast, commercial recording, or any broadcast or other transmission in any manner or media, now existing or hereafter developed (including without limitation over the Internet) (collectively, “**Media**”).
3. Licensee acknowledges and agrees that no use may be made of any Materials which contain any of the names, likenesses, biographical information, logos, trademarks, tradenames, service marks or other proprietary rights or symbols (including the Licensor Trademarks) (“**Proprietary Rights**”) of Licensor, or any of its affiliated entities or licensees (including without limitation the Los Angeles Galaxy or any of the other teams, performers or others exhibiting events at the DHSP Facilities), or any of their respective sponsors, advertisers, players, officers, directors, shareholders, members, partners, employees, agents, representatives, successors or assigns, without the express prior written consent of the owner of such Proprietary Rights or such other parties (such as, but not limited to, the National Football League or Major League Soccer) whose consent may be required therefor. Licensee acknowledges and agrees that Licensor has no right to grant, nor is it granting to Licensee or Producer, the right to use the name, likeness, image or biographical information of any person appearing in the Production, whether incidentally or otherwise. As set forth in Section 1 above, all such consents shall be the sole responsibility of Licensee and Producer.
4. In no event shall Licensee, Producer or any other person use any Materials that contain any advertising signs, advertising messages or other brand displays (including without limitation any visible use or display of branded products) in, on or around the DHSP Facilities without the consent of Licensor which consent may be withheld by Licensor in its sole discretion. If Producer or Licensee intends to photograph, film or record an area in, on or around the DHSP Facilities which contains one or more of such existing advertising signs or displays at or around the DHSP Facilities, Licensee shall notify Licensor and provide Licensor a reasonable opportunity to seek the consent of the applicable sponsor(s). In no event shall Licensee, Producer or any other person cover, replace or alter any of the existing advertising signs or displays at or around the DHSP Facilities.

01007.0001/806577.1

In no event shall Licensee, Producer or any other person use blocking technology or insert any virtual signage on either the exterior or interior of the DHSP Facilities, including, without limitation, over any of the DHSP Facilities' permanent or temporary signage.

5. Licensee shall, and shall cause any Producer to use reasonable good faith efforts to prevent damage to the DHSP Facilities. Licensee agrees to indemnify, defend and hold harmless Licensor, its affiliates, licensees, tenants, advertisers and sponsors, as well as each of their respective officers, directors, partners, shareholders, employees, agents, representatives, successors and assigns, from and against any and all Claims arising out of or in connection with (a) the use of the DHSP Facilities by Licensee or Producer and its designated employees, agents, independent producers, contractors or suppliers, including, without limitation, any claims for property damage and any Claims for personal injury to any person, in each case in connection with the Filming Activity, (b) any Claims brought against Licensor or its affiliates, licensees, advertisers or sponsors relating to any libel, defamation, slander, invasion of privacy or right of publicity arising out of the use of the DHSP Facilities by Licensee, Producer or their employees, agents, independent producers, contractors or suppliers, (c) a breach of these Filming Terms or the License Agreement by Licensee, Producer or any of their employees, agents, independent producers, contractors or suppliers, or (d) any labor dispute, work stoppage or threat of same relating to the Filming Activity. In each of Sections 5(a) through 5(b) above, Licensee obligations shall be limited to the extent any Claims arise from, either directly or indirectly, the negligence or willful misconduct of Licensor or any of the protected persons listed above. In the event of a breach by Licensee or Producer of any terms of these Filming Terms or the License Agreement, Licensor shall have the right to invoke any remedy allowed at law, in equity (including, without limitation, injunctive relief) or otherwise.

6. Intentionally Omitted.

7. Intentionally Omitted.

8. Licensee represents and warrants to Licensor that Licensee or Producer has obtained or will obtain prior to the required time for obtaining same, all necessary licenses, permits, consents and approvals required for the use of DHSP by Licensee, Producer or its employees, agents, independent producers, independent contractors or suppliers with respect to the Filming Activity. Upon request by Licensor, Licensee shall provide Licensor with copies of any and all such licenses, permits, consents and approvals. Licensee shall indemnify, defend and hold harmless the Indemnitees from and against any Claim arising out of or in connection with any breach of this representation by Licensee or Producer.

9. Producer covenants and agrees that Producer shall comply with, and Producer shall not permit any of its officers, employees, agents, servants, contractors or permittees to violate, all Applicable Laws which may be applicable to Producer by reason of Producer's Filming Activity in accordance with this Agreement. In furtherance of the foregoing, Producer agrees that Producer is solely responsible for taking any and all measures to comply with all Applicable Laws related to the Filming Activity. None of Licensor or any of the Indemnified Parties shall have any obligation to perform or responsibility with respect to, and expressly disclaims any responsibility for, such measures.

10. Licensee represents and warrants that any photography, filming, broadcasting or dissemination of still photographs of the Event or Internet streaming of the Event is being conducted solely for promotional, non-commercial purposes, and as a result and notwithstanding anything in the ELA to the contrary, Licensor is not requiring media liability insurance coverage with respect to such photographs or streaming. If Licensee intends to exploit the Event for commercial purposes or otherwise take video recordings of the Event, Licensee acknowledges that Licensor shall require media liability insurance in connection therewith.

01007.0001/806577.1

Exhibit C

Event Suite License Addendum

This Event Suite License Addendum (this “**Addendum**”) is between Licensor and Licensee relating to use of an Event Suite during the Event, each as defined above. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Addendum agree as follows:

1. Licensee shall be entitled to occupy and use the suite as identified by the Licensor (the “Suite”) located in the Stadium during the period from 1 hour before the Event through 1 hour after the Event on the date of the Event (“**Use Period**”).
2. Upon presentation of a Suite Ticket by Licensee or any person entering the Suite under a Suite Ticket provided through Licensee (“**Licensee’s guests**” or “**Guests**”), the holder of the Suite Ticket shall be entitled to access to and usage of the Suite for the Use Period.
3. Any alcoholic beverages or food consumed in the Suite shall be obtained only from Licensor’s designated suite concessionaire. All food, beverage and other services ordered in advance shall be paid as indicated on the applicable form. Any additional food, beverage and other services requested and utilized by Licensee or any of Guests must be paid for upon delivery by Visa, Mastercard or American Express, unless otherwise expressly agreed to by Licensee, Licensor and its designated concessionaire.
4. In addition to the requirements imposed by this Addendum including, but not limited to, the Policies and Procedures provision set forth below, Licensor shall have the right to adopt and amend additional rules and regulations (collectively, the rules set forth herein including, but not limited to the Policies and Procedures as well as any additional rules and regulations are referred to as the “**Rules**”) as Licensor deems desirable in its sole discretion for the safety, care and cleanliness of the DHSP and the preservation of good order within the DHSP. Notice of any additional Rules shall be given in any such manner as Licensor deems appropriate in its sole judgment. Licensee and Guests shall, while in the Suite or within the DHSP or on its grounds, comply with all state, county and local laws, rules and regulations including those governing the sale, possession and consumption of alcoholic beverages (“**Laws**”). Licensee and Guests and its guests to comply with any such Rules and Laws. Licensee, whether present or not within the Suite, the DHSP or on its grounds, shall be responsible for controlling in this regard any Guests. Licensee is responsible for the conduct of its Guests at all times. Licensor shall not be liable to the Licensee for any breach of the Rules or Laws by other patrons or visitors of the DHSP absent Licensor’s negligence or willful misconduct. If Licensor determines that Licensee or its Guests have violated any of the Rules or Laws, Licensor shall have the absolute right, in addition to any rights under applicable law, to immediately eject Licensee and all Guests from the Suite and to terminate this Addendum.
5. Unless approved in advance by Licensor in writing, Licensee shall not sell or permit to be sold any event suite tickets for any consideration whatsoever. This Addendum and all or any part of Licensee’s rights or obligations hereunder shall not be assigned, transferred, encumbered, in whole or in part, by Licensee except upon prior written consent of Licensor and any attempted sale, assignment, sublease, pledge, transfer or encumbrance to which no consent has been granted shall be null, void and of no force or effect. Subject to the following sentence, the use of tickets by Guests shall not be deemed an assignment for purposes of this Addendum. Unless approved in advance by Licensor in writing, Licensee and Guests shall not sell or permit to be sold any event suite tickets for any consideration whatsoever.
6. Licensee may not offer use of the Suite in connection with a public promotional plan without the prior written consent of Licensor.
7. Licensor may from time to time adopt systems and procedures for the security or safety of the DHSP, any persons occupying, using or entering the DHSP, or any equipment, furnishings or contents thereof, and Licensee and Guests shall comply with Licensor’s requirements relating thereto.

8. Licensee must give prompt notice to Licensor of any accident occurring in the Suite or of any deficiency in the services provided to or associated with the Suite.
9. Licensor and its employees and agents shall have the continued right to enter the Suite at any and all times for (a) the performance of the duties required to be performed by Licensor under this Addendum and for any and all purposes related to this Addendum; (b) to investigate any violation of the provisions of this Addendum, the Rules or Laws; and (c) generally, to inspect the Suite and its condition.
10. At the conclusion of the Use Period, Licensee shall promptly return to Licensor any keys, access devices, or parking passes issued to Licensee pursuant to this Addendum.
11. At the conclusion of the Use Period, Licensee shall return the Suite to Licensor, clean and without damage, normal wear and tear excepted. In the event of any damage to the Suite, its furniture or fixtures, or to the Stadium or to the DHSP in general, caused by Licensee or its Guests, Licensor shall be entitled to repair such damage and to bill Licensee for its costs in so doing and Licensee shall forthwith pay the amount of the invoice. If Licensee has arranged credit or payment through the issuance of a credit card or charge card, Licensor shall be entitled to debit such card in respect of the cost of repair of damage pursuant to this Section.
12. Anschutz Entertainment Group, Inc., Licensor, California State University, Dominguez Hills, Anschutz L.A. Soccer, Inc., Anschutz L.A. Soccer II, LLC and such parties' professional leagues and associations shall not be liable or responsible for any loss, damage, or injury to any person or to any property of Licensee or Guests in or upon the Suite or the DHSP or on its grounds resulting from any cause whatsoever, unless due to the gross negligence or intentional misconduct of Licensor, Anschutz L.A. Soccer, Inc., such parties' professional leagues and associations or their respective affiliates, officers, employees, partners, shareholders, contractors or agents. Additionally, Licensee AND GUESTS ASSUME ALL RISKS AND DANGER INCIDENTAL TO THE GAMES OF SOCCER, AND ALL OTHER EVENTS AT THE DIGNITY HEALTH SPORTS PARK, WHETHER OCCURRING PRIOR TO, DURING OR SUBSEQUENT TO, THE ACTUAL PLAYING OF THE GAME OR OTHER EVENT, SUCH AS (BUT NOT LIMITED TO) THE DANGER OF BEING INJURED BY PLAYERS, OTHER FANS SOCCERBALLS, OR OTHER PROJECTILES, AND AGREE THAT ANSCHUTZ ENTERTAINMENT GROUP, INC., LICENSOR, ANSCHUTZ L.A. SOCCER, INC., ANSCHUTZ L.A. SOCCER II, LLC, CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS, SUCH PARTIES' PROFESSIONAL LEAGUES AND ASSOCIATIONS, THE OPPOSING TEAMS, PARTICIPANTS IN AND PROMOTERS OF EVENTS, ANY LENDER TO Licensor, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS, SHAREHOLDERS, MEMBERS, CONTRACTORS, AND PLAYERS AND AGENTS ARE NOT LIABLE FOR INJURIES FROM SUCH CAUSES. Licensee and its Guests shall indemnify and hold Licensor, Anschutz L.A. Soccer, Inc. and Anschutz Entertainment Group, Inc. harmless against any costs, expenses or liabilities arising out of the use of the Suite by Licensee and its Guests.
13. In the event of any dispute hereunder, the parties agree to submit the dispute for arbitration in the City of Los Angeles in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The determination of the arbitrator shall be final and conclusive upon the parties hereto. In the event any legal action is taken under this Addendum, the prevailing party shall be entitled to recover reasonable attorney's fees, costs of arbitration and all other costs reasonable related to enforcement of its rights under this Addendum.
14. This Addendum shall be construed and enforced in accordance with the laws of the State of California.
15. If any provision of this Addendum shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Addendum shall be construed as if such invalid or unenforceable provision were omitted.
16. This Addendum may not be amended except by an instrument in writing, executed by the parties.
17. This Addendum may be executed and delivered in counterparts electronically or by facsimile, each of which so executed and delivered counterpart is an original, and such counterparts, together, shall constitute but one and the same instrument.
18. Policies and Procedures applicable to Licensee and its Guests:

- A. PLEASE HOLD ON TO YOUR EVENT SUITE TICKET. **LOST TICKETS CANNOT BE REPLACED.**
- B. **ONLY EVENT SUITE HOLDERS AND THEIR GUESTS WITH AN EVENT TICKET WILL HAVE ACCESS TO THE SUITE CONCOURSES AND PRIVATE SUITE. PLEASE KEEP SUITE TICKETS IN YOUR POSSESSION AT ALL TIMES.**
- C. A Suite Ticket does not allow access into other suites. Event Suite Holders and Guests must have an appropriate and applicable ticket for that specific suite and may not enter other suites without permission.
- D. There are no refunds, exchanges or cancellations for tickets to games that are played or events that are performed.
- E. Event Suite Holders should distribute ALL tickets **before** getting to the DHSP. Neither Licensor nor Galaxy can distribute individual tickets for you.
- F. Event Suite Holders and their Guests shall conduct themselves in a manner which is consistent with the character of the DHSP as a first class sporting and entertainment facility and shall not act in a manner which will in any way impair the use and enjoyment of the DHSP by others, or the operations of the DHSP. Offensive language and behavior is not tolerated. Drunk and disorderly conduct will result in immediate ejection by DHSP security. **EVENT SUITE HOLDERS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR GUESTS AT ALL TIMES.** Galaxy and Licensor reserve the right to eject Event Suite Holders and their Guests for violations of these Policies and Procedures or any other conduct deemed inappropriate in Galaxy's or Licensor's sole discretion.
- G. **EVENT SUITE HOLDERS AND THEIR GUESTS ARE REQUIRED, WHILE IN THE SUITE OR WITHIN THE COMPLEX OR ON ITS GROUNDS, TO OBEY ALL STATE AND LOCAL LAWS GOVERNING THE SALE, POSSESSION AND CONSUMPTION OF ALCOHOL. THE USE OF UNLAWFUL DRUGS IS STRICTLY PROHIBITED. IT IS ILLEGAL FOR ANYONE UNDER THE AGE OF 21 TO CONSUME ALCOHOLIC BEVERAGES. SUITE HOLDERS, WHETHER PRESENT OR NOT WITHIN THE SUITE, DIGNITY HEALTH SPORTS PARK OR ON ITS GROUNDS, SHALL BE RESPONSIBLE FOR CONTROLLING, IN THIS REGARD, ANY GUESTS. GLASSES, CANS AND BOTTLES MUST REMAIN INSIDE THE SUITE AT ALL TIMES. BOTTLES AND CANS ARE NOT ALLOWED IN TERRACE SEATING AREAS. PLEASE POUR DRINKS IN DISPOSABLE CUPS PROVIDED IN SUITE. SUITE HOLDERS AND THEIR GUESTS ARE ASKED NOT TO DRINK AND DRIVE. IF A DESIGNATED DRIVER IS NOT AVAILABLE, A GUEST SERVICE REPRESENTATIVE CAN ARRANGE FOR TAXI SERVICE UPON REQUEST.**
- H. No signs, banners, advertisements or notices shall be hung from or otherwise exhibited in or around the Suite without the prior written consent of Licensor and Galaxy. Event Suite Holders and their Guests shall immediately remove any such signs, banners, advertisements or notices at the request of Licensor or Galaxy.
- I. Use of cameras or videotape or audio recording equipment by Event Suite Holders or Guests at any DHSP event is strictly prohibited. Galaxy, Licensor and its employees and agents reserve the right to confiscate the tape or film and/or eject any person violating the foregoing provision.
- J. The DHSP is designated as a non-smoking facility by California State law. Smoking is permitted only in designated locations outside the DHSP and the Soccer or Tennis Stadiums. Smoking is not permitted in any part of the DHSP Soccer or Tennis Stadiums, including the Suite. No flammable, dangerous or explosive materials may be brought into the Suite.
- K. For certain events the nature of the event may require the DHSP to control lighting and to keep lighting off in the Suite during the performance in order to create the best possible atmosphere. During certain events, **WHEN DIRECTED, EVENT SUITE HOLDERS MUST ABIDE BY THE "LIGHTS OUT" RULE FOR THESE EVENTS AND KEEP LIGHTING OFF IN THE SUITE,** including television monitors.

- L. Objects may not be thrown into the seating area or onto the playing surface or stage at any time. Violations will result in immediate ejection from the DHSP and/or legal action taken against the offender.
- M. The maximum capacity of the Suite is based on fire code and other applicable by-laws and governmental regulations and must not be exceeded for any reason. Additional chairs are not allowed in any event suite beyond the number of seats normally placed in that suite. Any chairs found in the Suite beyond the fire code limit will result in immediate ejection from the DHSP and/or a full Suite Ticket charge for every additional chair present.
- N. In the event of maintenance problems during an event, a Guest Service Representative should be contacted so as to inform them of the problem. The operations staff will attempt to fix the problem as soon as possible. Repairs for damages to the Suite furniture, fixtures and equipment, beyond normal wear and tear, will be billed to the Event Suite Holder.
- O. Neither Galaxy nor Licensor is liable for any theft or loss of, or damage to, any personal property brought into the suite by the Event Suite Holder or any of its Guests.
- P. **FOR MEDICAL EMERGENCIES, PLEASE CALL x2044 OR IMMEDIATELY NOTIFY YOUR SUITE ATTENDANT OR A GUEST SERVICE REPRESENTATIVE. A MEDICAL STAFF IS ON SITE FOR EVERY EVENT.**

ANNEX A

ADDENDUM TO EVENT LICENSE AGREEMENT

This Addendum to Event License Agreement by and between Licensor and Licensee (“Addendum”) is incorporated in and made a part of the Event License Agreement to which it is attached (the “Agreement”). Capitalized terms set forth herein shall have the meaning ascribed to them in the Agreement (defined below).

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 infections and related deaths have been confirmed throughout the United States, including in the state where the DHSP Facilities are located.

WHEREAS, the DHSP Facilities have recently re-opened after a closure mandated by a prohibition on public gatherings amid the COVID-19 pandemic.

WHEREAS, despite the continuing risks associated with the COVID-19 pandemic, Licensee seeks to proceed with the Event on the terms set forth in the Agreement and in this Addendum.

NOW THEREFORE, in consideration of the foregoing promises and mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. Licensee acknowledges the contagious nature of COVID-19 and the known and potential risks of proceeding with the Event, including attendees being in public, outside their homes, in close proximity to other individuals and possible exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.
2. Licensee recognizes and acknowledges that the hazards and risks associated with COVID-19 cannot be fully eliminated. Notwithstanding the hazards and risks associated with COVID-19, Licensee willingly and voluntarily seeks to proceed with the Event and assumes the full risk of proceeding with the Event.
3. Licensee shall indemnify and hold harmless the Indemnitees from all Claims arising from or out of, or relating to, directly or indirectly, COVID-19 or any other illness or injury that may incur at the Event, whether caused by the negligence of Licensee or third parties.
4. Licensee hereby forever releases, waives, discharges and covenants not to sue the Indemnitees for any Claims associated with COVID-19. Licensee understands and agrees that Licensor shall not be responsible for any Claims arising from or out of, or relating to, directly or indirectly, COVID-19 or any other illness or injury that may incur at the Event, whether caused by the negligence of Licensee, Licensor or third parties and Licensor accepts no liability for such Claims.
5. Except as otherwise set forth herein, all terms of the Agreement shall remain in full force and effect.