

**AMENDED AND RESTATED
OPERATING AGREEMENT –**

by and between

City of Lancaster,

a California municipal corporation and charter
city

and

Antelope Valley Soccer LLC

a _Delaware limited liability corporation

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**AMENDED AND RESTATED
OPERATING AGREEMENT**

This **AMENDED AND RESTATED OPERATING AGREEMENT** (this “Agreement”) is dated as of November 12, 2024 (the “Effective Date”), and entered into by and between the **CITY OF LANCASTER**, a California municipal corporation and charter city (the “City”), and **ANTELOPE VALLEY SOCCER LLC**, a _____ limited liability corporation (the “Operator”) (the City and Operator are each a “Party” and collectively the “Parties”).

RECITALS

A. The City owns the “The Lancaster Municipal Stadium” located at 45116 Valley Central Way, Lancaster, California, 93536 (the “Stadium”). The Stadium is further described in the Legal Description and Site Map, attached as Attachment 1 and incorporated herein.

B. The City desires to utilize the services of the Operator in connection with the management and operation of the Stadium, and the Operator desires to render such services, upon the terms and conditions set forth in this Agreement.

C. The City entered into that certain Operating Agreement dated August 22, 2023 and Amendment No. 1 to Operating Agreement dated May 7, 2024 (collectively, the “Prior Agreements”) with the Operator’s predecessor in interest, Antelope Valley Soccer, Inc. (“Predecessor”).

D. The City and Operator desire to allow Operator to assume all of Predecessor’s rights, duties and obligations under the Prior Agreements pursuant to the terms hereof.

E. The Parties desire to amend and restate in their entirety their respective duties and obligations one to the other regarding the Stadium.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement contained herein, and for other good and valuable consideration, the receipt and sufficiency of which his hereby acknowledged, the Parties agree as follows:

1. OPERATION OF STADIUM.

1.1 Grant of Non-Exclusive License to Operate Stadium. Subject to the terms and conditions of this Agreement, the City hereby grants the Operator, the Operator’s agents, employees, representatives, and permittees, a non-exclusive license (the “License”) to enter all or any part of the Stadium, for the purpose of operating the Stadium as set forth in this Agreement.

1.2 Operating Standards. The Operator agrees to and shall furnish its best skill and judgement in performing its obligations hereunder, and shall at all times exercise its rights and perform its duties under this Agreement in a manner which maintains the good name and business reputation of the City. The Operator shall perform its duties and obligations under this Agreement in compliance with all applicable laws, rules regulations, and ordinances and in an efficient, expeditious, prudent, and economical manner, consistent with best interests of the City, in accordance with industry standards.

1.3 Independent Contractor; No Property Right. The Operator is entering into this Agreement as an independent contractor to provide the services set forth in this Agreement. The Operator acknowledges that it is acquiring no rights whatsoever in the Stadium or any appurtenant equipment, fixtures and/or supplies, except a nonexclusive and revocable license, during the Term, to the extent

reasonably necessary to carry out its obligations and exercise its rights pursuant to this Agreement. In acknowledging that the Operator is acquiring no rights whatsoever in the Stadium or appurtenant equipment, fixtures and/or supplies, the Operator further agrees that it will not assert, in any legal action or otherwise, any right or interest in the Stadium, or any portion thereof. In no event shall the Operator alter or improve any portion of the Stadium except as directed by the City or as expressly permitted in advance in writing by the City under this Agreement. The Parties do not intend, nor shall this Agreement be deemed to create a partnership or joint venture.

1.4 Term. The term (the “Term”) of this License shall be for ten (10) years commencing on January 1, 2025 (the “Commencement Date”), and terminating on December 31, 2034, unless earlier terminated as provided in this Agreement. Notwithstanding any other provision of this Agreement, this Agreement shall automatically terminate and be of no force or effect if: (a) the Operator fails or is unable to obtain, for any reason whatsoever, a franchise issued by the United Soccer League (“USL”) that is valid, enforceable, and in good standing as of the Commencement Date; or (b) the parties fail to agree on the final specifications of the planned Stadium renovations by August 31, 2024.

2. USE OF THE STADIUM.

2.1 Operator Use. The Operator shall have use of the Stadium for all preseason, regular season and postseason pre-professional and professional soccer games scheduled by the USL and/or the Operator’s USL-franchised team (the “Club”) and all activities and purposes related and/or incidental to the aforementioned purposes, including, without limitation, the holding of tryouts, the performance of training sessions, exhibitions, and associated events (collectively, the “Club Events”). During such Club Events, the Operator’s use of the Stadium shall be exclusive. The Operator shall at all times during the Term have exclusive use of all office space in the Stadium.

2.2 City Events. The City shall have the right during the Term to use of the Stadium for up to twelve (12) days to host an event (or multiple events) that is/are under the control and management of the City (each a “City Event” and collectively the “City Events”). The Operator acknowledges that the City has two annually scheduled events (Haunt at the Hanger and Field of Drafts), which occur on specific days (Haunt at the Hanger is held annually two Saturdays prior to Halloween Day (October 31st) and Field of Drafts is held on the first Saturday of November annually). The Operator acknowledges and agrees that the City shall and does have the exclusive right to use the Stadium on such dates. In the event the Club makes the playoffs, and a home game conflicts with one or both of these events, the City agrees to reschedule the conflicting City Event. The remaining ten (10) days of exclusive City use are subject to consultation with the Operator to ensure no scheduling conflict with an Operator Event or Club Event.

2.3 Operator Events. In addition to the Club Events, the Operator shall have the right during the Term to use the Stadium for up to 12 days to host an event (or multiple events) that is/are under the control and management of the Operator and for which the Operator is entitled to all event revenue and is responsible for all event expenses (each an “Operator Event” and collectively the “Operator Events”). Use of the Stadium for Operator Events is subject to consultation with the City to ensure no scheduling conflict with a City Event.

2.4 Joint Events. The City and Operator may jointly host an event that is under the joint control of both the City and the Operator where the Parties have agreed upon their respective responsibilities and share of expenses and revenue.

2.5 Public Parking. Notwithstanding any other provisions in the Agreement, the Parties acknowledge and agree that when the Stadium is otherwise not being used for a Club Event or otherwise by the City or Operator under the terms of this Agreement, the Stadium parking lots shall remain open

for public parking; provided, however, that the Operator shall be allowed twenty (20) permanent reserved covered parking spaces for its own use.

2.6 Lot Rentals. Subject to the provisions of this Agreement, the City shall have the right to execute rental agreements for the Stadium parking lot.

2.7 Proper Purpose. The Parties shall not use the Stadium, or permit any other person or entity to use the Stadium, for any improper, immoral or unlawful purpose, for a purpose inconsistent with applicable zoning or the primary use of the Stadium for Club Events, or for any use that would constitute a public or private nuisance or would make void or voidable any insurance then in force with respect to the Stadium.

2.8 Community Event. It is expected that the City and the Operator will enter into a Community Event Agreement (the "Community Agreement") within six (6) months of the execution of this Agreement that generally provides that the Operator, the City, or the Parties jointly will host events involving appropriate charitable causes, school districts located within the Antelope Valley, and youth sports groups operating within the Antelope Valley. Such events shall involve themes such as staying in school, being physically active and abstaining from drugs and alcohol, as well as other themes mutually agreed to by the Parties.

2.9 Stadium Advertising. The Parties must mutually agree upon any advertising to be located on the exterior wall of the Stadium (the "Exterior Stadium Advertising") and the net revenue (which shall mean the gross revenue less reasonable related expenses and costs. Reasonable and related expenses are defined as expenses directly related to exterior stadium advertising, and shall not include the operator's ongoing operating expenses) from Exterior Stadium Advertising shall be divided equally between the City and Operator, with the City's share of the Net Revenue being paid towards the Capital Works fund pursuant to section 6.4.1 of this Agreement. Except for the Exterior Stadium Advertising, the Operator shall have the exclusive license and right to sell and retain all revenue derived from advertising in any other part of the Stadium (the "Operator Stadium Advertising). Notwithstanding the above, the Operator shall be entitled to sell and retain all revenue derived from the sale of other advertising described in this Agreement, including without limitation, revenue described in section 4.4.

2.10 Compliance with USL Standards. In its use of the Stadium pursuant to this Agreement, and in addition to the other provisions of this Agreement, the Operator shall take all reasonable action to operate, maintain and control activities in the Stadium in accordance and compliance with the rules, regulations, guidelines, standards, and other requirements established by the USL.

2.11 Lodging. To the extent possible and commercially feasible, the Operator shall patronize hotels/motels located within the City's jurisdictional boundaries (the "Lancaster Lodgings"). The Operator shall also make its best effort to promote the patronage of Lancaster Lodgings by third parties seeking accommodations while visiting the City on Operator's business, including, without limitation, visiting USL clubs and support staff.

3. LICENSE OPERATING FEES.

3.1 License Operating Fee. The Operator shall pay to the City an annual fee in the amount of Sixty-Five Thousand Dollars (\$65,000.00) for the License granted in this Agreement (the "License Operating Fee"). Pursuant and subject to section 3.3, the License Operating Fee shall be paid by the Operator in equal quarterly installments beginning on the first day of the fourth full month after the Effective Date. Beginning on the fourth (4th) anniversary of the Effective Date, the License Operating Fee shall be adjusted annually by the percentage increase, if any, in the CPI for

the previous 12-month period, such adjustment commencing with the fifth year of the Term. "CPI" means the consumer price index for the Los Angeles-Riverside-Orange Counties as published by the California Department of Industrial Relations. In the event the Operator fails to timely make any quarterly License Operating Fee payment, the City may elect (upon written notice to the Operator) to require all future quarterly License Operating Fee payments be made in advance.

3.2 Facility Enhancement Fee. The Operator shall pay to the City an annual fee in the amount of Sixty Thousand Dollars (\$60,000.00) for facility enhancements provided by the City pursuant to this Agreement (the "Facility Enhancement Fee"). Pursuant and subject to section 3.3, the License Operating Fee shall be paid by the Operator in equal quarterly installments beginning on the first day of the fourth full month after the Effective Date. Beginning on the first (1st) anniversary of the Effective Date, the Facility Enhancement Fee shall be increased annually by two percent (2%). In the event the Operator fails to timely make any quarterly Facility Enhancement Fee payment, the City may elect (upon written notice to the Operator) to require all future quarterly Facility Enhancement Fee payments be made in advance.

3.3 Payment. The License Operating Fee and Facility Enhancement Fee shall each be paid by the Operator to the City at the address designated in section 16.14 and shall be made without withholding, abatement, setoff, or deduction, except as and to the extent specifically provided in this Agreement. The License Operating Fee and Facility Enhancement Fee shall each be due within thirty (30) days of the last day of each quarter; provided, however, that if the City has elected to require that the License Operating Fee and/or Facility Enhancement Fee be paid in advance, the License Operating Fee and/or Facility Enhancement Fee shall be due within thirty (30) days of the first day of each quarter.

3.4 Late Fee. A late fee shall be imposed on any License Operating Fee or Facility Enhancement Fee payment not made by the Operator to the City within fifteen (15) days after the due date. The late fee shall be equal to the lesser of (a) one-and-one half percent (1.5%) per month, or (b) the maximum rate allowed to be charged by nonexempt lenders under the California usury laws, until paid (the "Late Fee").

3.5 Operator Right to Revenue. Subject to the Operator's obligation to pay the License Operating Fee, Facility Enhancement Fee and all other fees, expenses, costs and/or charges set out in this Agreement, the Operator shall be entitled to retain all revenues actually received (less refunds, credits and tradeouts) from operating Club Events and Operator Events at the Stadium, including but without limitation, all ticket sales, Operator Stadium Advertising, concession sales including the sale of alcoholic beverages, sale of merchandise, parking, back-of-ticket advertising, and publication sales. The Operator and City shall equally split net media (e.g., radio, television and/or internet) revenue for an event if the aggregate media revenue for the event exceeds Five Hundred Thousand Dollars (\$500,000.00).

4. UTILITIES.

4.1 Utility Charges. The Operator shall pay or cause to be paid when due directly to such utility providers under its own account, all charges for heat, light, electricity, water, gas, telephone service, garbage collection and sewer and drainage service (collectively, the "Utility Charges") during the Term and shall indemnify, protect and hold harmless the City and the Stadium from all Utility Charges that are incurred in respect of the Operator's Use. The City shall indemnify and save harmless the Operator from all Utility Charges incurred prior to the Commencement Date. The City

will cause the Operator or if applicable, the Stadium, to become a member of Lancaster Choice Energy or like program if such membership will result in reduction of electrical or other utility costs

to the Operator or City. The Parties will collaborate and make reasonable commercial efforts to minimize Operator's Utility Charges, whether through industry best practices, green energy initiatives of the City and/or the City's operational experience with the Stadium.

4.2 Reimbursement. The City shall reimburse the Operator for all Utility Charges that are incurred in respect of a City Event, any other event in which the City has agreed to pay a portion of the Utility Charges (*i.e.*, Community or Joint Events) or any other City usage within 30 days of being invoiced by the Operator.

4.3 Interruptions of Utility Services. If any utility service used at the Stadium is interrupted, and such service is not restored within 72 hours of the interruption, the License Operating Fee shall abate until the utility services have been completely restored. An interruption of utility services shall not, however, constitute a default of this Agreement. This section 4.3 shall not apply to any utility service interruption caused by the Operator's failure to make timely payment to a utility service provider.

5. REPAIRS AND MAINTENANCE.

5.1 City Maintenance, Repairs, and Capital Improvements. During the Term, the City, at its sole cost and expense, shall at all times keep the Stadium and every part of the Stadium in good order, condition, and repair, to applicable USL Standards, and to standards previously maintained by the City. The City shall undertake all maintenance, repairs, and, where necessary, capital improvements to the Stadium, including, without limitation, the playing field, grandstands, all facilities serving the Stadium, such as plumbing, heating, air conditioning, ventilation, electrical, lighting facilities, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment, fire hydrants, fixtures, wall (interior and exterior), scoreboard, safety netting designed to protect adjacent roadways, sound system, lighting, electronics, foundations, ceilings, roof, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, non-advertising signs, sidewalks and parkways located in, on, about, or adjacent to the Stadium (collectively, the "Maintenance"). The City shall provide a suitable twenty-four (24) hour on-call "maintenance representative" during the Term of this Agreement.

5.2 Routine Maintenance. Prior to and following a Club Event and/or Operator Event, the Operator shall undertake, or cause to be undertaken at its expense, the following routine maintenance activities: (a) removal of debris from the seats, walkways and playing field; (b) cleaning the grandstand and the bleachers; (c) cleaning public restrooms; (d) cleaning sky boxes; (e) cleaning picnic area; (f) cleaning offices; (collectively, the "Routine Maintenance"). The Routine Maintenance shall be performed in a timely manner and in accordance with applicable laws, regulations, ordinances, and USL Standards. Stadium Upgrades. The City shall be responsible for all capital improvements to the Stadium, including any capital improvements necessitated by the City's obligations to maintain the Stadium to the USL Standards pursuant to section 5.1. Furthermore, it is expected that the City and the Operator will, in good faith, agree to a capital improvement program (the "Capital Improvement Program") to improve and upgrade the Stadium on an ongoing basis (the "Capital Works"). It is further expected that the Operator shall discuss and agree on these Capital Works annually with the City and that the Capital Improvement Program will generally provide as follows:

- (a) Capital Works must respect, and in no way derogate from, the architectural character of the Stadium name and building;

- (b) Capital Works must, where applicable, meet or exceed any applicable stadium or field requirements in accordance with the USL Standards;
- (c) Capital Works must comply with all applicable laws and regulations; and
- (d) the City shall establish a fund for Capital Works expenditures (the “Capital Works Fund”). The City shall credit to the Capital Works Fund the net revenue it receives from the Exterior Stadium Advertising, Naming Rights, and/or parking lot rentals, up to a maximum amount of One Hundred Thousand Dollars (\$100,000.00) per year. The City may retain any net revenue exceeding One Hundred Thousand Dollars (\$100,000.00) per year. The Capital Works Fund in no way limits or derogates the City’s general obligation to fund Capital Works on the Stadium.

6. CONCESSIONS.

6.1 Operator Right to Sell Concessions; Concession Revenue.The Operator shall have the exclusive right to sell concessions in the Stadium during all Operator, Joint, and/or Community Events. The Operator may exercise its exclusive right to sell concessions directly or through a third-party concession provider (the “Subcontractor”). Subject to the Parties’ agreement regarding Joint and Community Events, the Operator shall sell concessions at levels and with staffing as reasonably necessary to provide appropriate concession service given the nature of the event and the expected attendance. The Operator shall have the right to retain all revenue derived from the sale of concessions at Operator Events.

6.2 Concessions at City Events.The City agrees to use the Operator (or its Subcontractor) at City Events, with the exception of City beer and wine tasting festival events. The Operator shall pay to the City the net revenue generated by concession sales at City Events where the Operator (or its Subcontractor) is used.

6.3 Concession Equipment.The Operator or its Subcontractor shall have the right to utilize the equipment, fixtures and supplies that are owned by the City that are currently located at the Stadium (the “City’s Concession Equipment”). An itemized inventory of the City’s Concession Equipment is attached as Attachment 2 to this Agreement and incorporated herein. In the event the Operator needs or desires to supplement the City’s Concession Equipment, the Operator may supply, at its own cost and expense, all such supplemental equipment, fixtures and supplies, and these supplemental equipment, fixtures, and supplies shall be owned by the Operator unless it is provided by a third party in which case it shall be owned by the third party. The City shall indemnify and save harmless the Operator from any claims that arise from the sale of the City’s Concession Equipment to any third party.

6.4 Sale of Alcoholic Beverages.The Operator shall have the exclusive right to sell alcoholic beverages provided that it shall strictly comply with all applicable laws, regulations, and ordinances. Notwithstanding the foregoing, the City may sell alcoholic beverages at the City’s beer and wine tasting festival events.

7. ESTOPPEL CERTIFICATE.

Within ten (10) days of presentation, the Operator shall execute, acknowledge and deliver to the City, at no expense to the City, any estoppel certificate reasonably requested by the City,

certifying in writing, if such shall be true, that the Operator holds a license to use the Stadium but does not have any rights in or to the Stadium, that this Agreement is in full force and effect, specifying the dates to which the License Operating Fee, Facility Enhancement Fee and other charges shall have been paid, and stating that there have been no defaults by the City and such other reasonable representations as may be requested by a grantee, lender, mortgagee or beneficiary.

8. OPERATOR ALTERATIONS.

Except as otherwise specifically provided in this Agreement, the Operator shall not make any structural alterations to the Stadium without first obtaining the City’s written consent.

9. INSURANCE.

9.1 Operator’s Insurance. The Operator, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide and that are admitted insurers in the State of California:

9.1.1 Commercial General Liability.

Each Occurrence	\$2,000,000
General Aggregate	\$5,000,000

Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

9.1.2 Workers Compensation.

As Required by the State of California Statutory Limits

9.1.3 Employer’ Liability.

Each Accident	\$1,000,000.00
Bodily Injury by Disease	\$1,000,000.00
Each Employee	\$1,000,000.00

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers’ Liability policies)

The Operator’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured’s liability. Any deductibles or self-insurance retentions must be declared and approved by the City acting reasonably, and as a prudent owner, the City shall not withhold approval of same provided deductibles or self-insured retentions are reasonable as compared to similar operators or organizations. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. All insurance shall be primary and non-contributory as respects the City insured entities as defined herein. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Operator’s insurance and shall not contribute with it. The coverage

provided under this Agreement shall not contain any special limitations on the scope of protection afforded to the City's insured entities as defined herein. The City reserves the right to require complete, certified copies of all required insurance policies at any time. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City insured entities.

9.2 Operator Certificates of Insurance.The Operator shall furnish the City with Certificates of Insurance and with original endorsements naming the City of Lancaster as an additional insured, evidencing the coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before the Operator may exercise any right to use the Stadium pursuant to this Agreement. Certificates of Insurance must be deposited with the City for all coverage required by this Agreement. Certificates shall meet the following requirements:

- (a) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the City;
- (b) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section; Municipal Stadium Operating Agreement. The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned";
- (c) List in the "Certificate Holder" section: The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534; and
- (d) List in the "Cancellation" section: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named to the left.

9.3 Damage or Destruction.

9.3.1 Repair.If, during the term of this Agreement, the Stadium is totally or partially damaged from any cause, rendering the Stadium totally or partially inaccessible or unusable and, if under the existing laws, the repair can be completed by the earlier of (a) one hundred eighty (180) days after the date of damage, or (b) thirty (30) days prior to the opening day of the upcoming soccer season, the City shall repair at its sole cost the Stadium to substantially the same condition as it was in immediately before the damage, and such damage shall not terminate this Agreement.

9.3.2 Operator's Option to Terminate. If the repair cannot be fully made in the time stated above, then within fifteen (15) business days after the parties determine that the repair cannot be made within such time, but in no event later than sixty (60) days after the damage, the Operator, acting reasonably, may terminate this Agreement immediately by giving notice to the City.

9.3.3 Partial Damage or Alternate Venue.When such damage occurs during the Operator's preseason, regular season, or postseason, as determined by a schedule published by the USL, the Operator may conduct the remainder of its home games during that season at the Stadium, if it has been partially damaged but still otherwise capable of use, or at another facility without impairment of any of its rights in this Agreement and the License Operating Fee and/or Facility Enhancement Fee otherwise due hereunder shall be proportionately abated until the repairs have been completed. If

necessary, the City shall use reasonable efforts to assist the Operator in securing an alternative facility while the City repairs the Stadium.

10. NAMING RIGHTS.

10.1 Naming Rights. During the Term, the Operator shall have the right, subject to the obligation to meet and confer in good faith with the City, to offer for sale and to sell the right to name the external structure of the Stadium currently known as “Lancaster Municipal Stadium” (the “Building”) to third parties (the “Building Naming Rights”), provided, however, that any net revenue derived from the Building Naming Rights shall be divided equally between the City and the Operator. The City’s share of the net revenue from the Building Naming Rights shall be paid towards the City’s contribution to Capital Works pursuant to section 5.4.1 of this Agreement. If the City wishes to participate in soliciting prospects for the Building Naming Rights, the City must first obtain the Operator’s written approval to the terms that the City intends to offer for those Building Naming Rights and obtain the Operator’s written approval of any final Building Naming Rights agreement. In the absence of a Building Naming Rights agreement, the Building shall continue to be named the “Lancaster Municipal Stadium.” The Operator shall not have the right to name the Building after itself or otherwise. Any Building Naming Rights agreement entered into shall include the right of such third party to install, construct and maintain reasonable signage on the exterior of the Building. Notwithstanding the foregoing, the Operator shall be entitled to sell and retain all revenue derived from the sale of all other naming rights relative to any other part of the Stadium, including without limitation the soccer field, suites, and parking lot.

11. DEFAULT BY OPERATOR AND CITY’S REMEDIES.

11.1 Default by Operator. Subject to Force Majeure as defined in section 14.20, each of the following constitutes an “Event of Default by Operator”:

11.1.1 The Operator shall fail to timely make any payments to the City as required hereunder, including, without limitation, any License Operating Fee and/or Facility Enhancement Fee payment when due to the City within thirty (30) days after written notice from the City for nonpayment thereof;

11.1.2 The Operator shall fail to maintain the franchise, rights, powers, licenses, permits, authorizations, including without limitation, for the Club from the USL, necessary for the conduct of the Operator’s operations authorized herein;

11.1.3 The happening of any act which results in the suspension or revocation of the rights, powers, licenses, permits and authorizations, including, without limitation, the Club from the USL, necessary for the conduct of the Operator’s operations authorized herein, which causes an interruption in the playing of games for a period of thirty (30) days or more;

11.1.4 The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or as a consequence of such process will prevent the Operator’s use and occupancy hereunder or otherwise interfere with its operations hereunder, and which attachment, execution, receivership, or other process of such court is not vacated, dismissed, or set aside within a period of sixty (60) days;

11.1.5 The Operator shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its

reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consent to the appointment of a receiver, trustee or liquidator, and such act prevents the Operator from conducting games at the Stadium for a period of thirty (30) days or more;

11.1.6 By order or decree of a court, the Operator shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of the creditors seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under any law or statute of the United States, or any state thereof;

11.1.7 A petition under any chapter of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed against the Operator and shall not be dismissed within ninety (90) days after the filing thereof and such act prevents the Operator from conducting games at the Stadium for a period of thirty (30) days or more;

11.1.8 Any lien (including, without limitation, mechanic's and material men's liens) is filed against the Stadium because of any act or omission of the Operator and is not removed, bonded against or adequately secured against within ninety (90) days. Nothing in this section shall require the Operator to monitor, observe or pay any tax, lien, claim, charge, or demand so long as the validity or enforceability thereof shall be contested in good faith to the extent appropriate; and/or

11.1.9 The Operator shall fail to keep, perform and observe each and every promise, covenant, condition and agreement set forth in this Agreement on its part to be kept, performed or observed within thirty (30) days after written notice of default thereunder from the City, except where fulfillment of the Operator's obligation requires activity over a period of time and the Operator shall have commenced to perform whatever may be required to cure the particular default within thirty (30) days after such notice and continues such performance diligently and without interruption except for causes beyond its control.

11.2 City's Remedies. Upon an Event of Default by Operator, and subject to any notice and cure period provided herein, then, in addition to all other rights or remedies set forth in this Agreement, the City shall have all rights available to the City as may be permitted from time to time by the laws of the State of California, without further notice or demand to the Operator.

12. DEFAULT BY CITY AND OPERATOR'S REMEDIES.

12.1 Default by City. Subject to Force Majeure as defined in section 14.20, each of the following constitutes an "Event of Default by City":

12.1.1 The City shall fail to keep, perform and observe each and every promise, covenant, condition and agreement set forth in this Agreement on its part to be kept, performed or observed within thirty (30) days after written notice of default thereunder from the Operator, except where fulfillment of the City's obligation requires activity over a period of time and the City shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently and without interruption except for causes beyond its control. Notwithstanding the foregoing, the Parties acknowledge and agree that the Stadium plan and the timely completion of the City's obligation under Article 5 are required by the Operator to comply with USL requirements and that time is an essential matter herein. Subject to Force Majeure as defined in section 14.20, in the event that the Operator cannot use the Stadium prior to the start of any season in which the Operator will play that

season (as reasonably determined by Operator and/or USL), the Operator will have the right to terminate this Agreement.

12.2 Operator's Remedies. Upon an Event of Default by City, and subject to any notice and cure period provided herein, then, in addition to all other rights or remedies set forth in this Agreement, the Operator shall have all rights available to the Operator as may be permitted from time to time by the laws of the State of California, without further notice or demand to the City.

13. OPTION TO RENEW LICENSE

Provided that the Operator is not in default under the Agreement, the Operator, will at its option have the right to renew this Agreement during the Term for the following additional 10 years (the "Renewal Term") commencing on the day following the expiration of the Term, which option must be exercised by notice in writing to the City no sooner than twelve (12) months but no later than three (3) months prior to the expiration of the Term. If the Operator exercises its right to renew its License pursuant to this section 13, all the terms and conditions in this Agreement will be binding during the Renewal Term, except for (a) the right of the renewal exercised, (b) the License Operating Fee which shall be adjusted as of the first day of the Renewal Term by the percentage increase equal to CPI for the previous 12-month period. If the CPI for the previous twelve-month period decreases or remains unchanged, then the License Operating Fee for the Renewal Term will be the previous year's License Operating Fee, and (c) the Facility Enhancement Fee shall continue to increase pursuant to Section 3.2 hereof.

14. MISCELLANEOUS PROVISIONS.

14.1 City Luxury Box Seats and Community Events.In order to involve the community in its Club Events, the Operator shall provide the following:

14.1.1 The Operator shall provide to the City the use of two (2) luxury boxes (box 301 and 303/305) (the "Luxury Box") for all Club Events, provided that if Luxury Box 301 is sold as part of a Building Naming Rights agreement, the Operator and City shall divide equally the proceeds of that sale of the Luxury Box.

14.1.2 The Operator shall make available to the City one hundred (100) tickets to Club Events during each season during the Term hereof for use by the City, which tickets shall be subject to availability, shall not be more than ten (10) per game and shall be requested in writing by the City at least seventy-two (72) hours in advance of the desired game. The Operator shall be entitled to twenty (20) tickets to any Community Event at no cost to be utilized for business-related purposes.

14.2 Operator Use of Contractors.In discharging its duties and obligations under this Agreement, and in operating the Stadium as contemplated herein, the Operator may engage and contract the services of one or more third party(ies) (*e.g.*, the Operator may contract with a third party for the provision of concession service, security, etc.).

14.3 Nondiscrimination by Operator.The Operator shall not discriminate against any employee or applicant for employment because of sex, race, color, creed, or national origin, and shall not discriminate in the provision of service or use of the License hereunder against any person on the basis of sex, race, color, creed, or national origin.

14.4 Indemnification.Each Party agrees to and shall defend, indemnify, save and hold harmless the other party, its agents, officers, members, managers, employees, elected officials or contractors from any and all losses or damage and from any and all liability, suits, actions or claims brought or made by any person or persons arising or resulting from any and all activities and operations of the particular Party, that Party’s agents, employees or contractors in and about the Stadium and/or arising out of the use of the Stadium, or any part thereof by the applicable Party, that Party’s agents, members, managers, employees or contractors and for injury or damage to persons or property about or within the Stadium while the applicable Party or its agents, employees or contractors are occupying the Stadium, or any part thereof, for any reason or in any fashion to the maximum extent permitted by law.

14.5 Assignment.The Operator shall not assign its rights or obligations under this Agreement, nor any portion thereof, nor shall the Operator sublicense the Stadium or any part thereof without first obtaining the written consent of the City, it being expressly understood that such approval may not be unreasonably withheld by the City.

14.6 Discharge of Claims, and Liens.The Operator agrees to keep and shall keep the Stadium free and clear of any mechanic’s or materialmen’s liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon contracted for by the Operator. The Operator further agrees to indemnify and hold harmless the City and its assignees from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed, or materials furnished.

14.7 Taxes.The Operator shall pay all taxes (real, personal, or whatever other character) that may be levied by any taxing entity other than the City, or as otherwise set forth in this Agreement or charged upon the rights of the Operator to use the Stadium, the luxury boxes or upon the Operator’s improvements, fixtures equipment, or the property thereon, or upon the Operator’s operations hereunder. The Parties acknowledge that the Stadium is a publicly owned facility and is not subject to municipal property taxes. The Operator shall also obtain and pay for all other licenses or permits necessary or required by law for the conduct of its operations hereunder.

14.8 Covenants and Conditions.Each provision of this Agreement performable by the Operator shall be deemed both a covenant and a condition.

14.9 Notices.Any and all notices or demands shall be in writing. Such notices and demands shall be served either personally or sent by United States mail, and shall be deemed to have been given when personally served or when deposited in the United States mail, certified or registered, with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties (until notice of a change thereof given in writing to the other party) shall be as follows:

If to Operator: Antelope Valley Soccer, LLC
Lancaster Municipal Stadium
45116 Valley Central Way
Lancaster, California 93536
Attention: John Smelzer

With a Copy to: n/a

If to City: City of Lancaster
44933 Fern Avenue
Lancaster, California 93534
Attention: City Manager

With a Copy to: Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Allison E. Burns, Esq.

14.10 Governing Law.The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

14.11 Counterparts.This Agreement may be executed in counterparts, and when all counterparts have been executed, each counterpart shall be considered an original but when assembled shall constitute one and the same instrument and shall have the same force and effect as though all of the signatories had executed a single signature page.

14.12 Inspection of Books and Records.The City shall have the right (at the Operator's office, upon not less than five (5) business days' notice, and during normal business hours) to inspect the relevant books and records of the Operator pertaining to the Stadium as pertinent to the purposes of this Agreement.

14.13 Time of the Essence.Time is of the essence in the performance of the terms and conditions of this Agreement.

14.14 Non-Liability of City's Officials and Employees.No member, official, officer, employee, agent, or representative of the City shall be personally liable to the Operator, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Operator or successor or on any obligations under the terms of this Agreement.

14.15 Waivers and Amendments.All waivers of the provisions of this Agreement must be in writing and signed by the Parties. The waiver by the City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of operating fee hereunder by the City shall not be deemed to be a waiver of any preceding breach of the Operator of any term, covenant, or condition of this Agreement, regardless of the City's knowledge of such preceding breach at the time of acceptance of such operating fee. Failure on the part of the City to require or exact full and complete compliance with any of the covenants or conditions of this Agreement shall not be construed as in any manner changing the terms hereof and shall not prevent the City from enforcing any provision hereof. All amendments must be in writing and signed by the appropriate authorities of the City and the Operator.

14.16 Severability.If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

14.17 Terminology.All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural,

and vice versa. Titles of sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself.

14.18 Binding Effect. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.

14.19 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by the City, the City's City Manager or his or her designee is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

14.20 Force Majeure Events. As used in this Agreement, the term "Force Majeure Event" means declared or undeclared war, acts of terrorism, sabotage, riot or acts of civil disobedience, acts or omissions of governmental agencies (except those of the city), accidents, fires, explosions, floods, earthquakes, or other acts of God, and not caused by the gross negligence or intentional wrongful conduct of the Party claiming force majeure.

14.21 Levine Act Disclosure. California Government Code section 84308 ("Levine Act") requires a party to a contract other than competitively bid, labor, or personal employment contract, to disclose any contribution of more than \$250 that the party (or their agent) has made to a member of the City Council or any other officer of the City as defined in the Levine Act within the prior 12 months. The Levine Act also prohibits for 12 months following a final decision, a party (or their agent) from making a contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may participate in the making of this Agreement.

A. By its signature on this Agreement, Antelope Valley Soccer LLC represents and

warrants [select one]:

Neither Antelope Valley Soccer, LLC. nor any agent acting on behalf of Antelope Valley Soccer LLC has, within the 12 months preceding the commencement of negotiations of this Agreement, made any political contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR

Antelope Valley Soccer, LLC. (or an agent acting on behalf of Antelope Valley Soccer, LLC.) has made a political contribution of more than \$250 to:

Identify the person(s) or agent(s) who made the contribution:

Identify the City officer(s) who received the contribution:

B. By its signature on this Agreement, [COMPANY NAME] further represents and warrants [select one]:

Neither Antelope Valley Soccer, LLC. nor any agent or principal acting on behalf of Antelope Valley Soccer LLC intends, within the 12 months following the execution of this Agreement, to make any political contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR

Antelope Valley Soccer, LLC. (or an agent acting on behalf of Antelope Valley Soccer, LLC.) intends to make a political contribution of more than \$250 to:

Identify the person(s) or agent(s) who will make the contribution:

Identify the City officer(s) who will receive the contribution:

14.22 Amendment and Restatement; Entire Agreement. The Prior Agreements are hereby expressly repealed in their entirety and replaced with the terms hereof. This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Operating Agreement as of the day and year first written above.

CITY:

CITY OF LANCASTER,

a California municipal corporation and charter city

By: _____

Name: Trolis Niebla

Its: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO PROGRAM:

Parks, Arts, Recreation and Community
Services Director

OPERATOR:

ANTELOPE VALLEY SOCCER, LLC.,

a Delaware Limited Liability Corporation

By: _____

Name: John Smelzer

Its: Founder & President

ATTACHMENT 1
LEGAL DESCRIPTION AND SITE MAP
(Legal Description of Stadium Portion)

That portion of Parcel 4 of Parcel Map No. 24368, and the adjoining portions of Avenue I and Mall Loop Road, in the City of Lancaster, County of Los Angeles, State of California, recorded in Book 273, Pages 65-70 of Parcel Maps in the Office of the Recorder for said County, within the following described boundary:

Commencing at the north quarter corner of Section 17, Township 7 North, Range 12 West, San Bernardino Meridian, being the centerline intersection of Avenue I and Valley Central Way;

THENCE along the north line of the northeast quarter of said Section 17, also the centerline of Avenue I (width varies), South 89°57'44" East, 868.94 feet to its intersection with the westerly right of way line of State Highway 14, the Antelope Valley Freeway;

THENCE along said westerly right of way line, South 00°01'33.11 West, 77.00 feet, to its intersection with the southerly right of way line of Avenue I (77.00-foot half-width at this point) said point being the north east corner of said Parcel 4, and the TRUE POINT OF BEGINNING;

THENCE continuing along said westerly right of way line and the easterly line of said Parcel the following five courses:

- South 00°01'33.11 West, 8.03 feet;
- South 55°03'25" East, 74.16 feet;
- South 04°23'37.11 East, 143.37 feet;
- South 17°17'38.11 East, 120.20 feet;
- South 34°52'40" East, 289.77 feet;

THENCE leaving said westerly right of way line, North 89°57'44" West, 738.19 feet;

THENCE North 00°02'16" East, 554.77 feet to said southerly right of way line of Avenue I and the northerly line of said Parcel;

THENCE along said southerly right of way line and the northerly line of said Parcel the following four courses:

- South 89°57'44.11 East, 22.11 feet;
- South 87°52'46.11 East, 75.95 feet;
- South 86°31'43" East, 104.19 feet;
- South 89°57'44" East, 262.61 feet to the True Point of Beginning.

(Legal Description of Parking Lot Portion)

Parcel 4 of Parcel Map No. 24368, and the adjoining portions of Avenue I and Mall Loop Road, in the City of Lancaster, County of Los Angeles, State of California, recorded in Book 273, Pages 65-70 of Parcel Maps in the Office of the Recorder for said County.

EXCEPT that portion of said Parcel within the following described boundary;

Commencing at the north quarter corner of Section 17, Township 7 North, Range 12 West, San Bernardino Meridian, being the centerline intersection of Avenue I and Valley Central Way;

THENCE along the north line of the northeast quarter of said Section 17, also the centerline of Avenue I (width varies), South $89^{\circ}57'44.11$ East, 868.94 feet to its intersection with the westerly right of way line of State Highway 14, the Antelope Valley Freeway;

THENCE along said westerly right of way line, South $00^{\circ}01'33.11$ West, 77.00 feet, to its intersection with the southerly right of way line of Avenue I (77.00 foot half-width at this point) said point being the north east corner of said Parcel 4, and the TRUE POINT OF BEGINNING;

THENCE continuing along said westerly right of way line and the easterly line of said Parcel the following five courses:

- South $00^{\circ}01'33.11$ West, 8.03 feet;
- South $55^{\circ}03'25.11$ East, 74.16 feet;
- South $04^{\circ}23'37.11$ East, 143.37 feet;
- South $17^{\circ}17'38.11$ East, 120.20 feet;
- South $34^{\circ}52'40.11$ East, 289.77 feet;

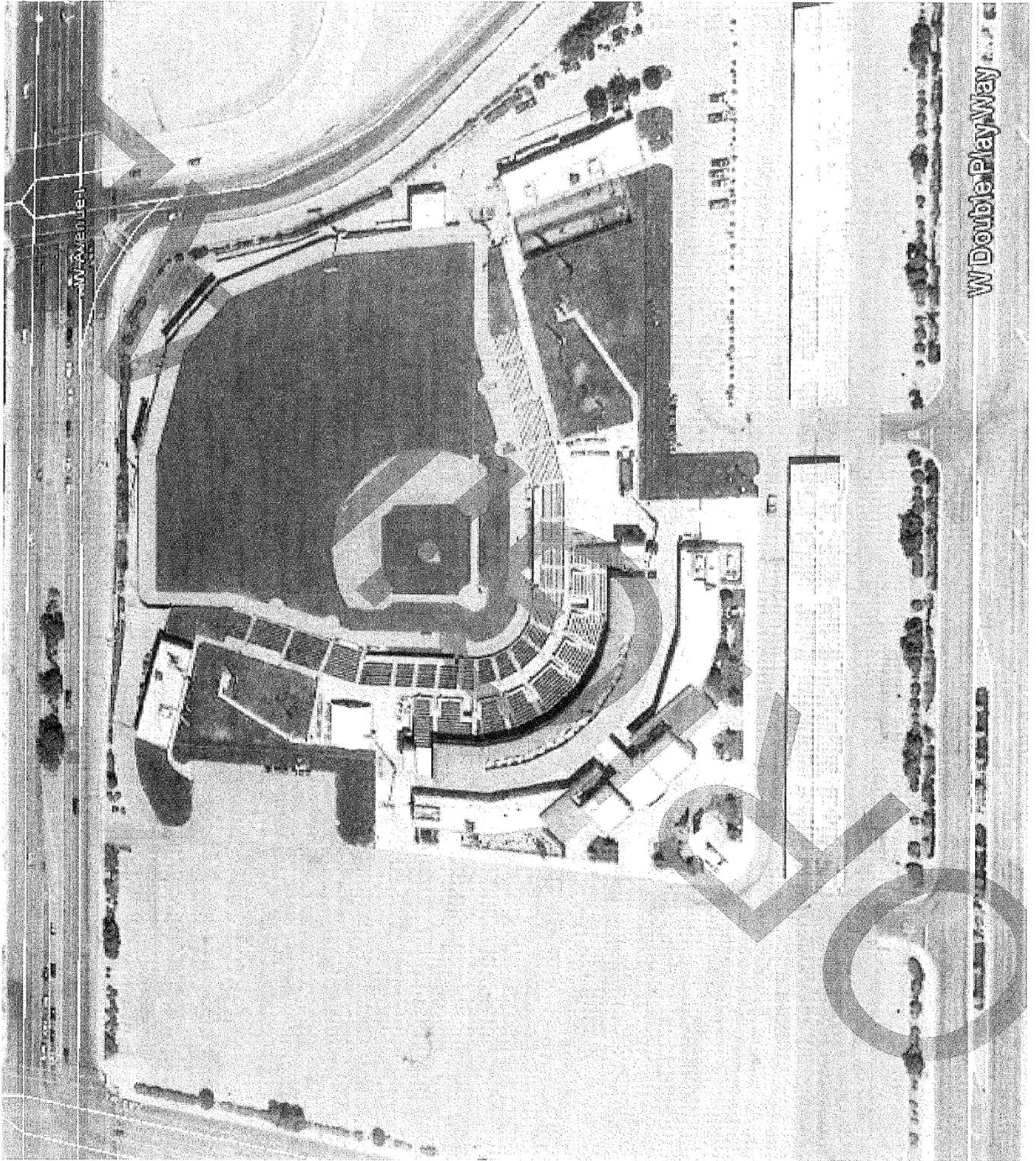
THENCE leaving said westerly right of way line, North $89^{\circ}57'44.11$ West, 738.19 feet;

THENCE North $00^{\circ}02'16.11$ East, 554.77 feet to said southerly right of way line of Avenue I and the northerly line of said Parcel;

THENCE along said southerly right of way line and the northerly line of said Parcel the following four courses:

- South $89^{\circ}57'44.11$ East, 22.11 feet;
- South $87^{\circ}52'46.11$ East, 75.95 feet;
- South $86^{\circ}31'43.11$ East, 104.19 feet;
- South $89^{\circ}57'44.11$ East, 262.61 feet to the True Point of Beginning.

(Site Map)



ATTACHMENT 2
CITY'S CONCESSION EQUIPMENT

Main Kitchen

<u>Qty</u>	<u>Item</u>
	Beverage Aire 2 door
	Ice Machine
	Imperial Fryers
	Oven
	24" Flat Top
	Turbo Fan Convection Oven

First Base Concession

<u>Qty</u>	<u>Item</u>
	Wyatt Warmers
	Small Refrigerator
	Char Broiler
	Fryers
	Walkin Cooler

Third Base Concession

<u>Qty</u>	<u>Item</u>
	Imperial 2 burner with 24" flat top
	Stratus 10 burner char broiler
	Imperial 50 lb. Fryer
	8 Ft. BBQ double 36"
	Imperial Convection Oven
	Traulson Refrigerator
	Hot Dog rollers
	Wyatt food warmers
	60" Cooler
	Etcold Chest Freezer
	Walkin Cooler

Center Concession

<u>Qty</u>	<u>Item</u>
	Ice Machine
	Microwave north wall
	Popcorn Machine
	Cheese Machine
	North Wall Wyatt warmer
	Churro machine
	Coffee machine
	Vollrath warmer
	Cold food display 3 shelf
	Hatco warmer
	Pretzel model 850C
	Blodgett
	Walkin Cooler

CONSENT TO AMENDMENT AND RESTATEMENT OF OPERATING AGREEMENT

Antelope Valley Soccer LLC , a Delaware limited liability corporation, hereby consents to the terms and provisions of that certain Amended and Restated Operating Agreement dated November 12, 2024 by and between the City of Lancaster and Antelope Valley Soccer LLC, a Delaware limited liability corporation and releases and forever acquits any and all rights, duties and/or obligations it has, had or may have had under those certain Operating Agreement dated August 22, 2023 and Amendment No. 1 to Operating Agreement dated May 7. 2024.

Antelope Valley Soccer LLC,
a Delaware Limited Liability Corporation,

By: _____

Name: John Smelzer

Its: Founder and President