

**USE AGREEMENT FOR  
JACK HAMMETT SPORTS COMPLEX**

This Use Agreement (“Agreement”) is between the CITY of Costa Mesa, a California municipal corporation (“CITY”) and CHARGERS FOOTBALL COMPANY, LLC, a California limited liability company (“CHARGERS”). The CITY and CHARGERS are periodically referred to herein individually as a “party” and collectively as the “parties.”

**WHEREAS**, CITY owns and operates recreational fields property located at 2750 Fairview Road, Costa Mesa California, 92626, also referred to as Jack Hammett Sports Complex as more particularly described in Exhibit A (referred to herein as the “Property” or “Jack Hammett Sports Complex”), which has several fields, including Fields 3 and 4 as more particularly depicted in Exhibit A; and

**WHEREAS**, the CHARGERS have relocated their business and training facilities for the team from San Diego, California to the CITY; and

**WHEREAS**, the CHARGERS are known for their extensive community involvement and the CITY welcomes the CHARGERS to be a part of the fabric of the CITY of Costa Mesa; and

**WHEREAS**, the CHARGERS desire to operate their annual preseason training camp, as well as their associated public participation days including the “NFL Experience” in the CITY of Costa Mesa, and more specifically, at the Jack Hammett Sports Complex; and

**WHEREAS**, the parties agree that the CHARGERS may utilize the Property for its training camp and related community events subject to the terms and conditions as set forth herein.

Now, therefore, in consideration of the mutual promises contained in this Agreement, the CITY and CHARGERS agree as follows:

- I. **TERM.** The term of this Agreement is for ten (10) consecutive years during the Training Camp Maintenance and Training Camp Use periods as described more particularly in Section II of this Agreement.

**II. PERIODS FOR USE OF THE PROPERTY.**

- A. **TRAINING CAMP.** CHARGERS shall have the option for the exclusive use of Fields 3 and 4 for up to five (5) weeks a year to conduct its preseason training camp and related community events, such as the NFL Experience (each being a “Training Camp Use Period”). The parties recognize that the specific dates and lengths of time associated with each Training Camp Use Period may vary; however, it is understood that training camp will generally commence on approximately July 20 and end on August 31 of every year during the Term of this Agreement. The daily hours of operation during any Training Camp Use Period shall be between the hours of 8:00 a.m. to 5:00

p.m. unless the CITY provides written approval of different hours of operation. The precise dates for these periods shall be established as set forth in Section II(D) below.

- B. TRAINING CAMP MAINTENANCE. In addition, CHARGERS shall have the option for an exclusive right of access and use of Fields 3 and 4 at the Property for a period of up to five (5) weeks prior to the commencement date of a Training Camp Use Period (each 5-week period being a “Training Camp Maintenance Period”), or approximately June 12 through July 20 of each year, at which time, CHARGERS shall be solely responsible for maintaining and/or repairing Fields 3 and 4 into NFL quality fields. The daily hours of operation during any Training Camp Maintenance Period shall be between the hours of 8:00 a.m. to 5:00 p.m. unless the CITY provides written approval of different hours of operation. The costs incurred in maintaining Fields 3 and 4 during the Training Camp Preparation Period, or at any other time shall hereinafter be referred to as “Maintenance Costs, ” and shall be the sole responsibility of the CHARGERS.
- C. USE OUTSIDE OF TRAINING CAMP MAINTENANCE AND TRAINING CAMP USE PERIODS. The parties may agree to mutually acceptable dates outside of the Training Camp Maintenance and Training Camp Use Periods for CHARGERS use of Fields 3 and 4 and/or the Property. The terms of use, rights of access and fees shall be consummated by a separate agreement between the parties.
- D. NOTIFICATION PROCEDURE FOR TRAINING CAMP USE AND MAINTENANCE PERIODS. Except during the initial period of this Agreement, by no later than March 1 of each year, the CHARGERS (or authorized designee) shall notify the CITY in writing whether they will be exercising their option to utilize the Property during the Training Camp Use and/or Training Camp Maintenance Periods. In the event CHARGERS elect to exercise their option, within sixty (60) days of notifying the CITY, the CHARGERS shall submit a special event permit application along with a proposed Management Plan as set forth in further detail in Section III(B). The CHARGERS’ notification shall include the name and contact information of the CHARGERS’ representative who shall serve as the single point of contact responsible for working with the CITY in implementing this Agreement.

### **III. USE OF PROPERTY DURING CHARGERS’ EXCLUSIVE USE PERIODS.**

- A. GENERAL PROVISIONS. Whenever CHARGERS have a right to use the Property or any fields under this Agreement, CHARGERS shall have the

exclusive rights to use and may use the fields for football training purposes and incidental uses thereto, including but not limited to the preparation for pre-season training and the set up and break down of training and field equipment, subject to the Management Plan submitted by the CHARGERS and conditions required by the CITY. CHARGERS shall have the obligation to maintain those fields beyond the CITY's basic maintenance, and shall be solely responsible for all Maintenance Costs. The parties shall coordinate whenever planning or performing maintenance and, for the initial term, the Operational Improvements (described below). Whenever CHARGERS are not using fields at the Property, CITY shall only allow uses of the fields which are consistent with keeping and maintaining -quality football fields, such as youth or club soccer and other open-field recreational and sporting events. In no event shall CITY allow for the building of permanent structures or improvements on any of the fields during the Term of this Agreement; provided, however, CITY may allow temporary structures or improvements to be placed on fields, such as temporary restrooms or grandstands, when such temporary structures or improvements are consistent with the uses of the Property pursuant to this Agreement and do not result in permanent damage or destruction to the quality of the fields.

- B. SPECIAL EVENT PERMIT REQUIRED FOR PUBLIC EVENTS HELD DURING TRAINING CAMP USE PERIODS. During each Training Camp Use Period, CHARGERS may host several open and public events at the Property, such as the "NFL Experience" and "Fuel Up To Play 60," each which will allow the community to access and view football players, coaches, training and related operations. As such, CHARGERS may make accommodations for such public viewing by having grandstands on the Property, by having merchandise available for gift or purchase, and by having other related public events accommodations (such as portable restrooms, temporary food service provisions, and any needed security provisions). Within sixty (60) days of notifying the City of their intent to exercise their option to utilize the Property for training camp purposes, CHARGERS shall deliver to CITY, through its CITY MANAGER or authorized designee, any necessary permit applications, including but not limited to a special event permit application and management plan that includes, but is not limited to, the dates of the Training Camp Use and Maintenance Periods, including anticipated dates when Training Camp will be open to the public, as well as the CHARGERS plan for parking, traffic, safety and security, noise management, concessions, staffing, site improvements and any other relevant information ("Management Plan") required by the City Manager. CHARGERS shall cooperate with the Orange County Fairgrounds as well as other surrounding properties in developing their Management Plan, and, in particular, addressing their parking needs during the Training Camp Use

Period. The City Manager or authorized designee, shall have the discretion to place reasonable conditions on the CHARGERS related to the use of the Property pursuant to this Agreement. The CHARGERS shall obtain all other applicable permits (such as a film permit), all of which shall be subject to review and approval of the CITY Manager or authorized designee, for use of the Property pursuant to this Agreement. All costs for review and approval by the CITY shall be borne by the CHARGERS. The CITY MANAGER or authorized designee shall review and approve, deny, or approve with conditions, such management plan and all permits as expeditiously as possible, and in no event more than thirty (30) days after a complete application has been submitted to the CITY MANAGER or authorized designee.

- C. INITIAL TERM OPERATIONAL IMPROVEMENTS. In addition to the uses authorized under this Agreement, CHARGERS shall provide the following "Operational Improvements" and shall have a right of entry onto the Property for the purposes thereof, in preparation for the 2017 preseason training camp: (1) Construct NFL-quality new natural grass turf on Fields 3 and 4 of Jack Hammett Sports Complex, including irrigation and sub-base, and (2) related fencing and other turf-conversion improvements. CHARGERS shall have the obligation to pay all costs and expenses relating to the Operational Improvements, which, at the time of this Agreement, are estimated to exceed \$1,000,000.00. In addition, for the Term of this Agreement, CHARGERS shall be responsible for all MAINTENANCE COSTS related to Fields 3 and 4 beyond that which is annually provided by CITY

#### IV. USAGE RENT AND COMMUNITY CONTRIBUTIONS.

- A. CHARGERS USAGE RENT TO CITY. In exchange for the CHARGERS' use of those facilities specified in this Agreement, the CHARGERS agree to pay CITY usage rent pursuant to the schedule set forth in Exhibit B by no later than July 1 of each year in which CHARGERS exercise their option to utilize the Property for training camp purposes.
- B. COMMUNITY CONTRIBUTIONS. In addition to the payments associated with Operational Improvements, Maintenance Costs, and Usage Rent, CHARGERS shall make the following community contributions:
1. Mobile Recreational Van: CHARGERS shall donate Fifty Thousand Dollars (\$50,000.00) to the CITY for the purchase a Mobile Recreational Van for use within the Community. In addition,

CHARGERS shall coordinate with the CITY on programming, and equipment and merchandise donations for use in conjunction with the Van, including but not limited to books, pamphlets, and other written materials associated with football or other youth sports.

2. American Youth Association #120: CHARGERS understand that the Jack Hammett Sports Complex is predominately utilized by AYSO #120, a non-profit group 1 user of the Property. While the parties do not anticipate any substantial interference in the ability of AYSO to continue to utilize the fields, in the spirit of cooperation, CHARGERS hereby agree to make a onetime Ten Thousand Dollar (\$10,000.00) donation to AYSO #120. In addition, CHARGERS may continue to cooperate with AYSO #120 in their future fundraising efforts.
3. Community Programs and Public Outreach: CHARGERS shall coordinate with the CITY and local high school and youth football leaders in developing community programs and training seminars that promote the safe training and playing of football and related sports, with a particular focus on concussion prevention, awareness, and treatment protocols. In addition, CHARGERS shall engage in outreach efforts aimed both at the public, and specifically at the residents immediately adjacent to the Property, in an effort to inform them of all dates, times, and other operational procedures associated with their Training Camp Use and Maintenance Periods.

- C. CAPITAL IMPROVEMENT FUND. CITY shall create the Jack Hammett Sports Complex Capital Improvement Fund (“Capital Improvement Fund”). The Usage Rent set forth above shall be deposited into the Capital Improvement Fund used for improvements to Jack Hammett Sports Complex for projects and equipment selected by mutual consent and for the mutual benefit of the CITY and CHARGERS except as provided herein. The CITY and CHARGERS shall reasonably attempt to use the Capital Improvement Funds during the Term of this Agreement. In addition, the CHARGERS and the CITY shall discuss potential future long-term capital improvement projects which could provide benefit to both parties. In the event both parties agree on a long-term project, CHARGERS shall make additional contributions to the Capital Improvement Fund in order to cover the costs associated with those improvements in an amount that shall be mutually agreed upon by both parties. Notwithstanding the forgoing, if the CHARGERS terminate this Agreement prior the ten (10) year Term, the CITY shall have the sole discretion as to the use the Capital Improvement Funds.

- D. COSTS. CITY shall not pay for, nor have any obligation to pay, in whole or in part with public funds any of the Operational Improvements, as CHARGERS shall have the obligation to pay for all Operational Improvements including the cost of bringing the Property to its usable condition following the Training Camp Use Period. CHARGERS, at its own expense, shall perform all maintenance to Fields 3 and 4 beyond the CITY's basic maintenance for the Term of this Agreement.
- E. DEPOSIT. By July 1 of each year, CHARGERS shall provide an additional deposit of \$15,000 which the CITY may use at its discretion for any incidental expenses associated with this Agreement. CITY shall provide CHARGERS with an accounting of all expenses paid for with said deposit on an annual basis. In the event the CITY does not use the full amount of the deposit in a calendar year, the remaining amount shall be rolled over and used as a credit towards any deposit amount due in the following calendar year.

V. **WARRANTY AND LIMITATION OF LIABILITY**

**THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. CITY'S LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNT OF USAGE RENT PAID BY THE CHARGERS FOR THE TOTAL USE OF THE FACILITIES OR OTHERWISE PURSUANT TO THE PROVISIONS OF THIS AGREEMENT. IN NO EVENT IS THE CITY LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF CITY PROPERTY AS CONTRACTED FOR HEREIN.**

- VI. CONFLICT OF INTEREST. The CHARGERS affirm that there exists no actual or potential conflict of interest between the parties, including the financial interests of their officers, agents, or employees. Any question regarding a possible conflict of interest will be raised with the CITY.
- VII. COOPERATION. CITY and CHARGERS shall cooperate in the event of any legal action or claim made by a third party that may result from activities relating to the performance of this Agreement.
- VIII. COMPLIANCE. CITY and CHARGERS agree to comply with all applicable federal, state, and local laws, regulations and codes in the performance of this Agreement.
- IX. FORCE MAJEURE. CITY and CHARGERS shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences

beyond their respective, reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government (other than CITY, unless CITY action is consistent with this Agreement and generally applicable laws); labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; inability to secure materials and supplies, transportation facilities, fuel or energy shortages, or acts or omissions of others.

X. **ASSIGNMENT.** The obligations of the parties pursuant to this Agreement shall not be assigned without the prior written consent of the parties.

XI. **PUBLIC RECORDS AND CONFIDENTIALITY.**

- A. The CHARGERS understand that CITY is subject to the California Public Records Act and this Agreement constitutes a public record of a type that is generally required to be disclosed upon request.
- B. It is agreed that the CHARGERS shall disclose only information necessary for CITY to provide the facilities and services contemplated by this Agreement and, if any such information is considered confidential, it shall be clearly marked "Confidential Information" and sent by the CHARGERS in writing only to CITY (as specified below) or orally disclosed to CITY and reduced to writing by the CHARGERS within an appropriate time period as reasonably required by the CITY or otherwise required by law. CITY shall inform its employees that Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement unless Confidential Information: (i) is or shall have been known to CITY before its receipt thereof; (ii) is disclosed to CITY by a third party; (iii) is or shall have become known to the public through no fault of CITY; or (iv) is required by law to be disclosed.

XII. **INDEMNIFICATION.**

- A. Except as otherwise limited herein, CITY shall defend, indemnify and hold harmless the CHARGERS and their/its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of CITY, their/its officers, employees, or agents.

- B. Except as otherwise limited herein, the CHARGERS shall defend, indemnify and hold harmless CITY and their/its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the CHARGERS or their/its officers, employees, or agents.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

### **XIII. INSURANCE.**

- A. The CHARGERS, shall obtain, maintain, and keep in full force and effect during any and all Training Camp Use Periods, Training Camp Maintenance Periods, and NFL Playing Season Use Periods, all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:
  - 1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than five million dollars (\$5,000,000.00), combined single limits, per occurrence and no less than ten million dollars (\$10,000,000.00) general aggregate limit. For the year 2017, the above insurance shall cover the period beginning within two (2) weeks of execution of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Agreement.
  - 2. Business automobile liability for owned vehicles (if any), hired, and non-owned vehicles, with a policy limit of not less than Ten Million Dollars (\$10,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
  - 3. Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse CHARGERS for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Property.
  - 4. Workers' Compensation as required by California law.



5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of CITY and the CHARGERS against other insurable risks relating to performance.

B. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

1. Additional insureds: "The CITY of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of this Agreement with the CITY."
2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to CITY."
3. Other insurance: "The CHARGERS' insurance coverage shall be primary insurance as respects the CITY and its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the CITY and its officers, officials, agents, employees, and volunteers.
5. The CITY'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 insurer's liability.

C. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

D. Certificates of Insurance. CHARGERS shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to the commencement of a Training Camp Maintenance Period.

E. Non-limiting. Nothing in this Section shall be construed as limiting in any way; the indemnification provision contained in this Agreement.

**XIV. COSTS OF IMPROVEMENTS**. CHARGERS have been alerted to the requirements of California Labor Code section 1770, *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements if it is

determined that improvements made to the Property related to this Agreement constitute public works. It shall be the sole responsibility of CHARGERS to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, CHARGERS agree to assume all risk of liability arising from any decision not to pay prevailing wages for work related to this Agreement.

**XV. WAIVER OF SUBROGATION.** The CHARGERS hereby waive any right of recovery against CITY due to loss of or damage to the property of CHARGERS, when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils (“all risk” as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured; provided however, CHARGERS do not waive the right of subrogation where the loss or damage is caused by CITY’s negligence or willful misconduct.

**XVI. DAMAGES.** Except as otherwise provided in this Agreement, the CHARGERS shall be responsible for damages to CITY property directly resulting from CHARGERS’ use of the Property (or portion thereof) except for damages resulting from acts of God or by CITY or its agents or employees, ordinary wear and tear excluded. In the event of damage resulting from the CHARGERS’ use of the Property, CITY shall invoice the CHARGERS for the cost to repair such damage or restore the Property. The CHARGERS shall pay to CITY the invoiced charges within thirty (30) days of receipt of the invoice. In the event of damage resulting to the fields from the CITY’s use or permission of use of fields that have been improved to NFL-quality standards in violation of this Agreement, CHARGERS shall invoice the CITY for the cost to repair such damage or restore the field(s) to the NFL-quality standards, and CITY shall pay to CHARGERS the invoiced charges within thirty (30) days of receipt of the invoice.

**XVII. SECURITY, HEALTH AND SAFETY.**

When using CITY facilities:

- A. The CHARGERS shall inspect the fields to be used at the Property prior to use each day and report any hazards or defects to CITY immediately.
- B. If The CHARGERS performs any “Trainer” services on site, such services shall be performed by appropriately licensed trainers or medical personnel.
- C. The CHARGERS shall comply with all federal, state and local laws in performance of this Agreement.
- D. The CHARGERS understands that the possession, use and sale of alcohol on the CITY campus is governed by CITY Alcohol Policy and California state law. The CHARGERS agrees to comply with such policy and laws while on CITY property.

**XVIII. NOTICE.** Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class mail, postage prepaid, or if by e-mail, on the date delivered if there is a confirmation of receipt received by the sending party, to the following addresses:

To CITY: Thomas Hatch, City Manager  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
e-mail: tpd@jones-mayer.com

To CITY ATTORNEY: Jones & Mayer  
Thomas P. Duarte, City Attorney  
3777 N. Harbor Blvd.  
Fullerton, CA 92835  
e-mail: thomas.hatch@costamesaca.gov

To the CHARGERS: CHARGERS FOOTBALL COMPANY, LLC  
Attn: Ed McGuire  
3333 Susan Street  
Costa Mesa, CA 92626  
e-mail: Ed.McGuire@Chargers.nfl.com

To CHARGERS' Attorney: Rutan & Tucker, LLP  
Attn: Bill Ihrke  
611 Anton Blvd., 14<sup>th</sup> Fl.  
Costa Mesa, CA 92626  
e-mail: bihrke@rutan.com

**XIX. SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

**XX. NON-WAIVER.** Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

**XXI. NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

**XXII. DISPUTE RESOLUTION.** In the event of any dispute regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, the parties shall participate in mediation to resolve the dispute with a mediator mutually agreed to by the parties. In the event the dispute is not resolved after good faith negotiations by the parties, the dispute shall be resolved by submitting the claim for arbitration to JAMS in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration proceedings shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.

**XXIII. AMENDMENTS.** Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the CHARGERS and CITY.

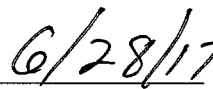
**XXIV. ENTIRE AGREEMENT.** This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to it and supersede any prior understanding or agreement with respect to the subject contemplated, and may be amended only by written amendment executed by both parties to this Agreement.

**XXV. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

ACKNOWLEDGED AND ACCEPTED BY:

City of Costa Mesa

  
\_\_\_\_\_  
Name:  
Title: *City Manager*

  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:



Thomas P. Duarte, City Attorney

06/02/17

Date

CHARGERS, LLC



Signature:

Name: Jeanne M. Bonk

Title: Executive Vice President – Chief Operating Officer

4-7-17

Date

EXHIBIT A  
JACK HAMMETT SPORTS COMPLEX

# EXHIBIT A



\* Property subject to use by lessee under Use Agreement

EXHIBIT B  
USAGE RENT SCHEDULE

YEAR	AMOUNT
2017	\$150,750 <sup>1</sup>
2018	\$150,750
2019	\$150,750
2020	\$150,750
2021	\$150,750
2022	\$150,750
2023	\$150,750
2024	\$150,750
2025	\$150,750
2026	\$150,750

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<sup>1</sup> The amounts set forth above are in addition to, and do not include, the amounts set forth in Section IV(B)-IV(E) of the Agreement.