

October 4, 2018

STADIUM SOCCER LICENSE
AGREEMENT

By and Between

LANSING SOCCER CLUB,
A DELAWARE LIMITED LIABILITY COMPANY

and

CITY OF LANSING

(2018)

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STADIUM SOCCER LICENSE AGREEMENT

This Stadium Soccer License Agreement ("Agreement") is made and entered into this _____ day of _____, 2018, by and between Lansing Soccer Club, LLC., a limited liability company organized and existing under the laws of the State of Delaware ("LSC"), and the City of Lansing, a municipal corporation organized and existing under the laws of the State of Michigan (the "City") (LSC and the City shall be referred to herein collectively as the "Parties," or singularly as "Party").

ARTICLE I. RECITALS AND CONDITIONS PRECEDENT

A. Recitals.

LSC owns a USL League 1, a United Soccer League One Club, (the "Club") in the United Soccer League (the "League"), the value of which is approximately six million dollars (\$6,000,000) and for which it will incur expenditures for players, travel expenditures and other soccer related expenditure in the approximate annual amount of one million two hundred eighty-four thousand dollars (\$1,284,000), which may increase from year to year; and

LSC desires to establish and maintain its location for the playing of Club soccer games in Lansing, Michigan in connection with its franchise in the League; and

The City intends to license the use of the Stadium to LSC for certain portions of the year under the terms and conditions of this Agreement.

B. Conditions Precedent.

It shall be a condition precedent to City's obligations in this Agreement that:

- a. LSC has provided the City with written documentation of ownership of a franchise for the Club in the League to be located in Lansing, Michigan.
- b. LCS has delivered to the City its ticket manifest for the first year of this

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Agreement, as referenced in Article XIV, and the City has not stated an objection in writing to such manifest within ten (10) days of its receipt.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is mutually acknowledged, LSC and the City agree as follows:

ARTICLE II. DEFINITIONS

As used in this Agreement, the following terms shall mean:

- A. "Annual Soccer Service Credit" defined herein in Article XIV.
- B. "Banquet Center" shall mean dedicated indoor event space in the leftfield area of the Stadium, containing a maximum seating capacity of one hundred and fifty (150) on the second floor.
- C. "Broadcast Rights" shall mean the exclusive worldwide right, on a live or delayed basis, to produce and distribute programming by means of the transmission or retransmission of electronic signals by any manner or means now known or hereafter devised including, without limitation, over-the-air VHF and UHF signals, cable (basic, premium and pay-per-view), multi-channel distribution systems, wire, fiber, microwave, satellite, master antenna and direct broadcast satellite, as well as recorded visual images with or without sound, including, but not limited to, photographs, films, videotapes and cartridges.
- D. "Clubhouse" shall mean the single space containing seating capacity not to exceed sixty persons outdoors and seventy three persons indoors (or as otherwise established by the Lansing Fire Marshall), and containing a single full service bar.
- E. "Clubhouse Paid Admission Ticket" shall mean the right granted in consideration for monetary remuneration to any person to enter the Clubhouse on the day of a LSC Home

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Soccer Game, whether or not that right is exercised. It does not include a Paid Admission Ticket, except for the purpose of Article XIV (B) calculations. A Clubhouse Paid Admission Ticket may be sold separately or in conjunction with Paid Admission Tickets in packages or otherwise. A Clubhouse Paid Admission Ticket may be sold on the same ticket (the physical ticket) as a Paid Admission Ticket, as reflected in the price of the ticket.

- F. "Complimentary Admission(s)" shall mean the right granted to any person to enter the Stadium on the day of a LSC Home Soccer Game for which no monetary remuneration is given. Complimentary Admission(s) shall include, but not be limited to, press passes, staff passes, league passes, player passes and complimentary tickets, as well as the right of access granted to LSC employees and personnel. Complimentary admissions shall not be provided for the Clubhouse, Expandable Luxury Suites, Banquet Center (The View) and Pepsi Porch.

- G. "Environmental Laws" shall mean all applicable environmental laws (whether statutory, common law, or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments and decrees of all governmental authorities (whether federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water and air pollution, composition of products, underground storage tanks, Hazardous Materials, occupational health and safety, and/or nuisance, trespass, and negligence.

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- H. "Expandable Luxury Suites" shall mean those five (5) Luxury Suites that are separated by nonpermanent wall partitions so that each suite may be rented separately or in combination with other such suites.
- I. "Food and Beverage Concessions" shall mean all food and beverage (both alcoholic and non-alcoholic) products and services required or appropriate for, and sold or provided at, any and all Stadium Events, whether through fixed or portable stands, machines or vendors, including but not limited to, dining, Luxury Suite waitperson service, catering, concessions vending, vending machines, roving vendors, snack bars and any other food or beverages served at the Stadium.
- J. "Game Promotion" shall mean any attraction, performance, exhibition or event that is conducted at or around the Stadium immediately before, during or immediately after a LSC Home Soccer Game and that is designed to increase attendance at such games. The Parties agree that Game Promotions shall include, but not be limited to, fireworks, musical groups, soccer related contests, costumed characters, give-a-way items and other similar attractions. LSC further agrees to provide to the City, at LSC's earliest opportunity, notice of its intent to employ such Game Promotion and any costs related thereto.
- K. "Gross Ticket Revenue" shall mean that amount which is the product of the ticket price (average ticket price for LSC Home Soccer Games during the applicable year) multiplied by the number of Paid Admission Tickets as defined herein.
- L. "Hazardous Materials" shall mean any hazardous or toxic wastes, pollutants or contaminants, substances or materials, including, but not limited to any radioactive

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substances, hydrocarbons, industrial solvents, flammables or explosives, waste or used oil, any "toxic, hazardous or contaminated substance" prohibited, limited or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. subsections 9601 et seq. ("CERCLA"), or the Resources Conservation and Recovery Act, as amended, 42 U.S.C. subsections 6901, et seq., or in the United States Department of Transportation Hazardous Materials Table, as amended, 49 C.F.R. 172.101, or under any applicable federal, state or local statutes, regulations and ordinances, and any other substances or material which could presently or at any time in the future cause a detriment to or impair the value or beneficial use of the Stadium or constitute or cause a health, safety or environmental hazard on or off the Stadium or to any person who may enter the Stadium or surrounding property or which may require remediation at the behest of any governmental authority.

M. "Host Suites" shall mean one (1) LSC suite and one (1) City suite.

N. "LEPFA" shall mean the Lansing Public Facilities and Entertainment Authority.

O. "LSC Home Soccer Game" shall mean a home game of the Club, as the phrase is used throughout this Agreement, and shall mean all those soccer games at which the Club is a participant, including pre-season, exhibition, regular season, post-season and play-off, and postponed or rescheduled games and other games arranged, approved and regularly scheduled by the United Soccer League, its successors or assigns and scheduled to be played in the territory for which the Club holds a franchise of the United Soccer League, its successors or assigns, except that any such game or games the playing of which in the

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Stadium is excused under other provisions of this Agreement shall not be deemed a home game or games.

- P. "Luxury Suites" shall mean those eighteen (18) suites each having a seating capacity of ten (10) persons outdoors and each containing a wet bar. The Luxury Suites include all suites except the Host Suites and Clubhouse.
- Q. "Marketing Payments" shall mean the marketing payment set forth in Article X.
- R. "MSU" shall mean Michigan State University.
- S. "Naming Rights Suite" shall mean the suite(s) occupied by the parties which have purchased the Stadium Naming Rights or the Field Naming Rights.
- T. "Novelties and Souvenirs" shall mean any product, item, device, souvenir, novelty, supply or other personal property. Novelties and Souvenirs shall include but not be limited to, soccer caps and hats, soccer balls, soccer shirts, programs, souvenir books and other related products which bear, contain or display the logo, trademark, trade name or design of the LSC, any USL club, any team of any league which is a member of the USL or any other professional soccer team.
- U. "Paid Admission Ticket" shall mean the right granted in consideration for monetary remuneration to any person to enter the Stadium through the Stadium's turnstiles on the day of a LSC Home Soccer Game, whether or not that right is exercised, and includes a Clubhouse Admission, Expandable Suites, Banquet Center, and Pepsi Porch ticket for the purposes of Article XIV (B) calculations.
- V. "Permanently Affixed Stadium Signage" shall mean all advertising signage at the Stadium whether flat, backlighted or otherwise, that is permanently affixed to any interior portion of the Stadium including, but not limited to, the outfield fence(s), the concourse, the dugouts,

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and on or attached to any structure within the stadium. Permanently Affixed Stadium Signage shall specifically exclude only Scoreboard Advertising.

- W. "Premium Ticket" shall mean any Paid Admission Ticket that is priced and sold for the Expandable Luxury Suites, Clubhouse, Pepsi Porch and Banquet Center (The View).
- X. "Regular Season" shall mean those professional soccer games that are played in any calendar year by and between the League franchise members or members of any successor to the League pursuant to scheduling by and at the direction of the League or any successor to the League excluding pre-season, spring-training, exhibition, all-star, post-season or playoff games.
- Y. "Scoreboard Advertising" shall mean any and all advertising affixed to or displayed on the Stadium scoreboard, including video and message center advertising.
- Z. "Stadium" shall mean the stadium located in the City of Lansing at the north side of Michigan Avenue between Cedar and Larch streets, and its playing field. Stadium shall include only the structure and Stadium units within the perimeter of the walls of the Stadium and field or berm fences and shall not include contiguous parking and/or real property upon which the Stadium does not sit.
- AA. "Stadium Event" shall mean any TMO Home Baseball Game, TMO Special Event, City Event, Mutually Sponsored Event, and/or LSC Home Soccer Game.
- BB. "Stadium Services" shall mean and consist of the following:
 - a. Facility Services. The operation and staffing of the Stadium scoreboard, the public address system, the box office, security within the Stadium necessary to assure the reasonable safety of attendees, all ticket booths and ushering services, first-aid room, and the opening and closing of the Stadium, and the operation of

all Stadium facilities at all Stadium Events.

- b. Field Preparation. Field preparation in advance of soccer games which shall include, but not be limited to, lining the field, preparation of the un-sodded areas of the field (i.e. sod conversion), installation of soccer related equipment, restoration of the field surface back to professional minor league baseball quality and standards, and such other services needed to fully prepare the field for soccer games and Stadium Events.
- c. Field and Surrounding Grounds Maintenance. Shall include, but not be limited to, maintenance of the playing field and interior landscaped areas of the Stadium, which maintenance shall include periodic mowing, watering, fertilizing and other chemical treatments required to maintain the field at professional stadium quality and the exterior grounds in an attractive condition, specialized turf care as required, such as aeration and other treatments which are required to maintain the quality of the field as defined herein, recycling requirements, and the maintenance of all unsodded areas of the field.
- d. Janitorial Services. The cleaning and maintenance of the interior portions of the Stadium during and after all Stadium Events, including the stocking of all restrooms with paper products as required prior to such events, the pick up and disposal of all trash collected from such areas immediately after such events, and any necessary clean-up of trash and debris from public areas within and immediately surrounding the Stadium prior to, and not to interfere with, subsequent events. All janitorial services provided to the Stadium shall include all action necessary to maintain the areas in a clean and attractive manner and in

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compliance with all legal requirements, including those related to recycling.

- e. Pre-Stadium Event Preparation. The preparation of the Stadium for any Stadium Event as may be required, including, but not limited to, conversion of the playing field for other athletic events, installation of any supplemental seating equipment, installation of stage or platform equipment and/or temporary lighting that may be required for the Stadium.
- CC. "Stadium Souvenir Stores" shall mean those stores located within the Stadium.
- DD. "Suiteholder" shall mean that third party patron that leases, licenses or rents the use of a Luxury Suite.
- EE. "TMO" shall mean Take Me Out to the Ball Game, Limited Liability Company.
- FF. "TMO Agreement" shall mean the Stadium License, Lease, and Service Agreement by and between TMO and the City in July 2014.
- GG. "TMO Luxury Suites" shall mean those eleven (11) Luxury Suites that are not Host Suites, the Naming Rights Suites (if any), Expandable Luxury Suites, or the Clubhouse.
- HH. "TMO Special Event" shall mean any event that is scheduled by TMO pursuant to the TMO Agreement and conducted at the Stadium that is not a City or a Mutually Sponsored Event. This specifically excludes events scheduled in the Banquet Center.
- II. "USL" shall mean United Soccer League.
- JJ. "Utilities" shall mean all electric, gas, sewage, and water services utilized at the Stadium.

ARTICLE III. TERM AND TERMINATION

- A. Term of Agreement. The term of this agreement will commence on November 1, 2018, and terminate on December 31, 2034, at 11:59 PM.

B. Termination of Agreement

- a. Termination by the City. Except as additionally provided or qualified in Article XXII and Article XX, and notwithstanding Paragraph A above, the City shall have the right to terminate this Agreement by providing written notice to LSC at any time if:
 - i. LSC loses the franchise granted to it by the League and does not within ninety (90) days acquire another similar league franchise;
 - ii. The League dissolves and LSC does not, within ninety (90) days, acquire another soccer league franchise acceptable to the City; or
 - iii. LSC fails to conduct a minimum of fifteen (15) LSC Home Soccer Games during any calendar year.

ARTICLE IV. CITY'S OBLIGATIONS

In consideration of the covenants, terms, and conditions set forth in this Agreement, the City and LSC agree as follows:

A. Stadium.

- a. Capital Improvements to the Stadium. The City agrees to future investments in Stadium capital improvements as outlined herein. Said Capital Improvement Plan ("CIP") payments shall be made based on an annualized CIP presented by October 1 of the year preceding the next City fiscal year in which the improvements are to be made. The total CIP obligation (inclusive of the CIP obligation as enumerated in the TMO Agreement and not as a separate item) shall

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be at the following amounts in each City fiscal year:

2018-2021	\$75,000.00 per fiscal year
2022-2024	\$100,000.00 per fiscal year
2025-end	\$150,000.00 per fiscal year minimum \$200,000.00 per fiscal year maximum

CIP payments may be used for the cost of field replacement, as needed about every five years. CIP payments unused in any fiscal year may be carried over and added to the succeeding year or years.

In the event the City, TMO, and LSC are unable to reach a mutually agreed annual CIP, then the Parties shall submit their dispute to the alternative dispute panel as set forth in Article XXIII, Section (Z).

B. Stadium Maintenance.

Except for the cost of damages and repairs that may be caused by the negligence of LSC, its officers, employees, contractors, or team members/players, the City shall perform all major maintenance, restoration, replacement and repairs of the Stadium, excluding premises and/or spaces leased to third parties, including TMO.

C. Security.

- a. LCS Home Soccer Games Security. LSC shall be responsible for providing sufficient security for all LSC Home Soccer games.
- b. City's Right to Eject. Notwithstanding anything in this Agreement to the contrary,

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the City shall retain the right to eject from the Stadium objectionable individuals.

D. Food and Beverage Concessions Equipment.

The City shall provide the Fixed Food and Beverage Concessions Equipment.

The Fixed Food and Beverage Concessions Equipment shall remain the property of the City. TMO is the exclusive concessions manager for the Stadium. LSC shall separately contract with TMO for concessions purposes.

ARTICLE V. LSC'S OBLIGATIONS

In consideration of the covenants, terms and conditions set forth in this Agreement, the City and LSC agree as follows:

A. LSC Home Soccer Games.

For the term of this Agreement, LSC shall cause the Club to play all of its soccer games at the Stadium and, consistent with Article XVI, covenants to play a minimum of fifteen (15) LSC Home Soccer Games at the Stadium.

B. LSC Special Events.

LSC shall not have special events unless in combination with the City as a Mutually Sponsored Event.

C. Stadium Services.

a. At LSC Home Soccer Games. At LSC's sole cost and expense, LSC will provide Stadium Services throughout the Stadium at LSC Home Soccer Games, excluding sod conversion. LSC will retain, employ, compensate, train and manage sufficient numbers of personnel to provide such services in a high quality and professional manner.

b. Field Preparation and Field and Surrounding Grounds Maintenance.

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Notwithstanding anything in this Agreement to the contrary, at all times during the term of this Agreement, LSC shall be solely responsible for the Stadium Services described as Field Preparation and Field and Surrounding Grounds Maintenance for all soccer games held at the Stadium. In satisfaction of this obligation, LSC will utilize, to the greatest reasonable extent possible, the expertise of MSU.

- c. Stadium Operations Plan. LSC shall comply with the Stadium Operations Plan attached to this Agreement as Exhibit A.
- d. Scoreboard. The Scoreboard is presently owned by TMO. It shall be the responsibility of LSC to make arrangements with TMO for scoreboard usage and operations.

D. Community Engagement

- a. LSC shall use its best efforts to engage community youth, including students and families in Lansing schools, in soccer-related education, programs, and activities.

ARTICLE VI. CONCESSIONS

A. Concessions Manager.

TMO is the exclusive concessions manager on behalf of the City. LSC shall arrange for concession services with TMO.

ARTICLE VII. NAMING RIGHTS

A. Stadium Naming Rights.

The City and TMO currently have a stadium naming rights agreement with Thomas Cooley Law School (“Cooley”).

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The purchaser, lessee, or licensee of Stadium Naming Rights will receive from the

Parties the following identification:

- a. In any written statement, including but not limited to tickets related to all Stadium Events, the City and LSC will use the name and logo of the entity securing such Stadium naming rights. The party securing the naming rights shall have the right, as a third party beneficiary, to enforce the rights in the preceding sentence;
- b. The identification of the entity securing such Stadium naming rights will appear in a prominent position on the Stadium's scoreboard as described in Article V above; and,
- c. LSC agrees that it shall not print any advertisement on its tickets, nor allow any advertisement on the Stadium Scoreboard, that conflicts with the major or material products or services advertised or offered for sale by the owner, lessee or licensee of such Stadium naming rights. Nor shall LSC engage a sponsor of a major give-away for or naming rights to a LSC Home Soccer Game sells major or material products or services that conflict with the major or material products or services advertised or offered for sale by the owner, lessee or licensee of the Stadium naming rights.

B. Stadium Name.

LSC agrees that whenever it uses the Stadium's name on any material, it shall use the full name of the Stadium.

C. Field Naming Rights.

LSC shall not enter into any soccer field naming rights agreement without the prior approval of the City, which shall have the right to refuse approval for any reason.

D. Field Name.

LSC agrees that whenever it uses the soccer field's name on any material, it shall use the full name of the soccer field and Stadium.

ARTICLE VIII. STADIUM USE

A. LSC's Rights and Obligations.

The City and LSC agree that LSC shall have the following rights and obligations related to the use of the Stadium:

a. LSC Home Soccer Games.

- i. Scope. LSC shall have exclusive use of the Stadium for the conduct of LSC Home Soccer Games as the same have been specifically scheduled pursuant to Article IX below. Such use shall include the period of time from 7:00 a.m. on the date scheduled until 12:00 a.m. (midnight) on said date, unless extended with permission of the City on any particular day. Except as limited in Paragraph B of this Article, such use shall encompass the entire Stadium. Without the prior approval of LSC and to the extent legally permissible, the City shall not conduct or authorize or permit any other individual or entity to conduct professional soccer at the Stadium.
- ii. Ticketing. LSC shall be exclusively responsible for all ticket printing, sales and distribution related to LSC Home Soccer Games. In satisfaction of this obligation, LSC shall have the right to designate the identification of seating at the Stadium and to conduct such ticket sales at the Stadium box office at all times it deems proper. LSC shall provide City with LSC's ticket manifest each year, as provided in Article XIV (A). LSC may issue

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up to 275 Complimentary Admissions each LSC Home Soccer Game to LSC and visiting team personnel, guests and officials and representatives of the media. LSC and the City recognize that LSC is required to honor, as a member of the USL, Complimentary Admission passes granted to members of the USL and that such Complimentary Admissions will be in addition to the Complimentary Admissions discussed in the preceding sentence. All Complimentary Admission press passes, staff passes, league passes and player passes issued by LSC, shall be of a form previously approved by the City with such approval not to be unreasonably withheld. In addition, not less than sixty (60) days prior to the commencement of each Regular Season, LSC will present to the City an exemplar of all other Complimentary Admission passes issued by the USL that will be honored at LSC Home Soccer Games. LSC shall not have the right to sell or allow the sale of Paid Admission Tickets at the Stadium box office for events other than LSC Home Soccer Games without the express written approval of the City. LSC shall have the right to charge any amount it deems appropriate for Paid Admission Tickets to LSC Home Soccer Games with due consideration to prices charged at other similar stadiums in the region comprising the USL. No complimentary admissions shall be provided for the Clubhouse, the Banquet Center (The View), Expandable Luxury Suites, or the Pepsi Porch.

- b. LSC Home Soccer Game Promotion Tickets. In addition to Paid Admission Tickets provided for Luxury Suite and Host Suite usage as described in this

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Article, at the beginning of each Regular Season, LSC shall provide to the City, for the City's public relations purposes, a block of thirty-four (34) Complimentary Admission passes at a mutually agreed upon location within the Stadium for each LSC Home Soccer Game.

- c. Suites. Suites and Host Suite usage during LSC Home Soccer Games shall be made by and through separate agreement between LSC, TMO, and/or the City, as appropriate.
- A. The City's Rights and Obligations.
- a. Notwithstanding Paragraph A of this Article, the City does not relinquish and does herein and hereby retain all ownership rights and control associated with the Stadium. Therefore, all duly authorized representatives of the City shall have access to all areas of the Stadium at any time and on any occasion, provided that any such representative, other than any City operating personnel assigned to the Stadium must have either a Complimentary Admission or Paid Admission Ticket in order to observe a LSC Home Soccer Game. The City does hereby retain the right to enforce all necessary and proper rules for the management, operation and control of the Stadium.

Consistent with its ownership of the Stadium and with LSC's rights as granted in this Agreement, the City and LSC agree that the City shall have the following rights and obligations related to the use of the Stadium:

- B. City Events
- a. Scope. Subject to LSC's rights granted herein for use of the Stadium, the City shall have exclusive use and control of the Stadium, subject to the TMO

agreement.

- b. Suites. The suites, clubhouse, Luxury Suites, Expandable Luxury Suites, and Host Suite located in the Stadium are subject to an existing agreement with TMO and use of these spaces are subject to the provisions of the TMO Agreement.
- c. Message Centers. At all times during the term of this Agreement, the City shall have the exclusive right and responsibility to control the use and operation of Message Centers located on Michigan Avenue or at any other location adjacent to the Stadium. Notwithstanding the foregoing, the City agrees to allow LSC, without charge, to advertise LSC Home Soccer Games on such Message Centers in an amount and frequency to be agreed to between the Parties. Any revenues generated from the sale of advertising on the Message Centers shall be retained by the City.

C. Mutually Sponsored Events

- a. Scope. The Parties shall each at their respective sole and absolute discretion, have the right to jointly conduct Mutually Sponsored Events. Any Mutually Sponsored Event shall be by written agreement between the Parties only. The written agreement shall contain the period of time the Stadium shall be available for the Mutually Sponsored Event and, unless otherwise stated, shall encompass the entire Stadium.
- b. Scheduling. Any Mutually Sponsored Event must be scheduled in accordance and conformity with Article IX.
- c. Best Practices. Both Parties agree to use best practices in the conduct of a Mutually Sponsored Event and to keep the other Party fully informed of their

progress and any unusual expenses related to the Mutually Sponsored Event.

- d. No Agency. Neither Party shall have the authority to obligate the other. Nothing herein shall be construed to create an agency, servant, or employee relationship between LSC and any of its employees, officers, or agents, and the City and any of its employees, officers, or agents.
- e. Sponsorship of Mutually Sponsored Events. The Parties may desire to obtain sponsors for Mutually Sponsored Events and recognize that revenue may be maximized by coordination of activities. Therefore, on an event-by-event basis, the Parties will communicate with each other in advance and coordinate their activities with regard to sponsors. Sponsorship agreements require the mutual consent of both Parties.

D. Banquet Center.

- a. Use During Stadium Events. The Banquet Center shall be operated as part of the Stadium and used to provide services to Stadium patrons; however, its usage is subject to the TMO Agreement. All Stadium patrons in the Banquet Center shall be ticketed in accordance with this Agreement.

ARTICLE IX. SCHEDULING

The City and LSC agree that there is a need for the scheduling of events at the Stadium. As such, the Parties have adopted, for implementation each year of this Agreement, the following scheduling procedure:

A. Proposed LSC Schedule A. .

Scheduling at the Stadium is subject to the provisions of the TMO agreement. LSC shall provide the City and TMO with its list of proposed dates and times for LSC Home

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Soccer Games for the City's consideration no later than July 1st of the preceding year.

The City agrees to confirm the LSC Home Soccer Game schedule no later than October 31st of the preceding year.

ARTICLE X. MARKETING AND PROMOTION

Each Party shall be responsible for its own marketing and promotion. LSC shall be responsible for and have the exclusive right of marketing LSC Home Soccer Games. The City shall be exclusively responsible for marketing and promoting City Events and the Stadium. Provided however, LSC agrees and promises to promote and market the Stadium as a desirable sports venue in connection with LSC's marketing and promotion of LSC Home Soccer Games. In consideration of the foregoing agreement and promise to market and promote the Stadium, the City shall pay LSC the sum of one hundred twenty five thousand dollars (\$125,000) per year (the "Marketing Payment") for the first five years only of this Agreement subject to, and reduced by, the Annual Soccer Service Credit as set forth in Article XIV. Furthermore, LSC shall match the amount of City's Marketing Payment, and dedicate at a minimum that amount toward Marketing and Promotion for LSC Home Soccer Games, for the first five years of this Agreement. LSC match shall include all marketing and promotion expenses, to include but not limited to, marketing staff, advertising, promotion, public relations, sales materials, and digital marketing.

ARTICLE XI. ADVERTISING

- A. Permanently Affixed Stadium Signage, Scoreboard Advertising, Luxury Suites, Expandable Luxury Suites, and Host Suites.

All advertising at Permanently Affixed Stadium Signage, Scoreboard Advertising, Luxury Suites, Expandable Luxury Suites and Host Suites are subject to the TMO Agreement. No advertising rights are granted to LSC herein.

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a. It is specifically understood and agreed to by the Parties that there shall be no advertising in the Luxury Suites, the Expandable Luxury Suites, the Host Suites, or closed circuit television. However, the City shall retain the sole right to place Suiteholder identification signage inside and outside of Luxury Suites.

B. The City's Advertising Rights and Responsibilities Advertising for LSC Events.

LSC agrees that it will not sell advertising on Paid Admission Tickets printed for LSC Home Soccer Games that will conflict with products and services advertised by the entity or entities granted naming rights to the Stadium pursuant to the TMO Agreement.

C. Sponsorships.

The City shall have the right to procure third-party sponsorships in support of any of the City's obligations set forth in this Agreement.

ARTICLE XII. BROADCAST RIGHTS

A. Broadcast Rights . LSC shall take all steps reasonably necessary to protect from diminution the sale of Paid Admission tickets to LSC Home Soccer Games. All revenue generated by LSC relating to Broadcast Rights shall be negotiated between the Parties.

ARTICLE XIII. UTILITIES

Payments for Utilities related to LSC Home Soccer Games shall be paid in accordance with the following schedule:

YEARS	UTILITY SPLIT
1-5	City shall pay first \$20,000. Utilities split 50/50 between LSC and City thereafter

6-16	City and LSC shall split cost of utilities 50/50
------	--

LSC and the City agree to cooperate in the development of a procedure to allocate utility costs related to LSC Home Soccer Games.

ARTICLE XIV. FINANCIAL TERMS

The obligations listed in this Article of this Agreement are in addition to the Parties' other obligations described herein.

A. LSC's Rights and Obligations.

- a. License Fee. In consideration for the License granted to it by the City pursuant to this Agreement, LSC will pay to the City 6 percent (6%) of the ticket price per ticket as established from time to time, or \$2 per ticket, whichever is greater, for every Paid Admission Ticket sold as a Premium Ticket for LSC Home Soccer Games. Such license fees shall be due and payable on the fifteenth (15th) day of each calendar month. LSC shall reconcile the payments on a monthly basis and shall make the necessary adjustment on the next monthly payment. LSC shall provide to the City a complete and accurate accounting of Premium Ticket sales of the preceding month (the reconciliation). Such accounting shall include, but not be limited to, a ticket manifest in a form agreed to by the Parties detailing the amount and nature of Paid Admission Tickets issued by LSC for applicable LSC Home Soccer Games. The ticket manifest shall be provided to the City prior to the commencement of each LSC Home Soccer Season. LSC shall identify on the ticket manifest it provides City, as required in this Agreement, herein and at Article I (B) (b) and Article VIII (A) (a) (ii), the Premium Ticket categories for City's approval.

- b. Audit of Records. In order to allow compliance with Paragraph A of this Article XIV to be monitored, LSC agrees that during the term of this Agreement, and for up to one (1) year after the termination of this Agreement, it will preserve and make available to the City Finance Director one (1) time each calendar year during reasonable business hours and at such time as may be mutually convenient for LSC and the City:
 - i. All of those financial documents and records related to the conduct of LSC Home Soccer Games that are prepared by or at the direction of LSC for the United Soccer League.

During such annual audit, if the City Finance Director can demonstrate, pursuant to Generally Accepted Accounting Principles, that LSC does not have sufficient liquid assets to pay the License Fees as they become due, LSC shall secure and provide to the City a letter of credit or security and in the amount two hundred twenty two thousand dollars (\$222,000). Such letter of credit or security bond shall be drawn upon only if LSC is unable to pay the License Fees when due. LSC shall continue to keep the letter of credit or security bond in place until LSC can demonstrate, pursuant to Generally Accepted Accounting Principles, that it has maintained for two (2) consecutive years sufficient liquid assets to pay the License Fees when due. The Parties agree that all documentation, data and information provided to the City pursuant to this Subparagraph is highly confidential and in no event, to the extent legally permissible, shall such documentation data or information be disclosed to any third party or become public record without the prior approval of LSC.

At the City's request and expense, no more than once annually, the City may obtain an audit of ticket sales and revenue by a Certified Public Accountant agreed on by the City and LSC.

A. City's Rights and Obligations

a. Annual Soccer Service Credit. LSC agrees that the City shall be entitled to an Annual Soccer Service Credit to be applied to, and reduce, the Marketing Payment provided for in Article X. The Marketing Payment shall be reduced in a year that the quantity of Paid Admission Tickets sold as an annual average is greater than 4,500, calculated on a basis of actual LSC Home Soccer Games played at the Stadium that year as the denominator and total Paid Admission Tickets sold for that year as the numerator. The Marketing Payment shall be reduced by a dollar amount equal to 5% of Gross Ticket Revenues for all tickets above 4,500. For example, if the annual average Paid Admission Tickets is 5000 and the average ticket price (Gross Ticket Revenues/Paid Admission Tickets) is \$20, the Annual Soccer Service Credit would be \$10,000 (500 tickets x \$20).

EXAMPLE

Annual Soccer Service Credit for 5,000 or more Paid Admission Tickets sold

ANNUAL AVERAGE NUMBER OF TICKETS SOLD	ANNUAL SOCCER SERVICE CREDIT
5,000	\$ 10,000
6,000	\$ 30,000
7,000	\$ 50,000
8,000	\$ 70,000
9,000	\$ 90,000
10,000	\$ 110,000

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After year five of this Agreement, the Marketing Payment and the Annual Soccer Service Credit shall discontinue.

- b. Remainder. The City shall retain ownership of all income and sources of income that are related to City Events or Stadium usage, whether or not now known, and that are not specifically granted to LSC herein or the subject of the TMO Agreement, including but not limited to income from automated teller machines at the Stadium.
- c. The Marketing Payment and Annual Soccer Service Credit shall be reconciled in December each calendar year, with the resulting payment made by December 15 of that year.

ARTICLE XV. EQUIPMENT AND FIELD CONVERSION

A. LSC's Obligations

a. .

- a. At no cost to the City, LSC will provide all soccer related equipment that is typically provided by a USL soccer club, team, or franchise.
- b. LSC shall explore with the City the potential to re-use sod within City parks.

A. City's Obligations

a. .

- a. LEPFA shall provide and make available equipment necessary to transition a sod-based minor league baseball field at the Stadium to a USL sod-based soccer field at the Stadium, not to exceed a one-time capital equipment cost of one hundred fifty thousand dollars (\$150,000).
- b. All such equipment purchased pursuant to Paragraph B (1) shall remain the property of the City. As such, the City is responsible for repairs, maintenance,

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and replacement of sod equipment. Operation of sod equipment shall be subject to mutual written agreement of the Parties for the term of this license.

- c. The City agrees to reimburse LSC for the cost of sod conversion for a maximum of 15 sod conversions per year, not to exceed thirty six thousand dollars (\$36,000) annually upon the City's receipt of documentation of such costs. This maximum amount shall be increased by the lesser of 3% or the consumer price index (CPI-U, Lansing/East Lansing) on the fifth anniversary date of this Agreement for the preceding twelve month period, for purposes of adjusting for inflation.

ARTICLE XVI. COVENANTS

A. LSC's Covenants.

- a. Taxes and Encumbrances. LSC shall pay promptly when due any and all personal property taxes imposed on its personal property located in the Stadium and any and all taxes which are the responsibility of LSC under the laws of the State of Michigan and City of Lansing, including any payment in lieu of taxes, which may be assessed pursuant to Michigan Statutes. Except as to liens or other encumbrances related to the financing, installation or ownership of the Stadium's scoreboard, LSC shall not permit any mechanics liens or other encumbrances or liens to exist against the Stadium and shall within thirty (30) days of any such lien or encumbrance being asserted against the Stadium as a result of action or inaction by LSC either cause the same to be released of record or obtain title insurance coverage satisfactory to the City over such lien and proceed diligently to contest the same in good faith.

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- b. LSC Home Soccer Games. LSC covenants and agrees that it will play all of its LSC Home Soccer Games at the Stadium whether such games be designated pre-season, regular season, post-season, or exhibition games. In addition, LSC covenants to the City that LSC will cause at least fifteen (15) LSC Home Soccer Games to be played at the Stadium in each calendar year of this Agreement.
- c. Membership in the United Soccer League. LSC shall, during the term of this Agreement, abide by all rules and regulations of the United Soccer League. Until transfer of LSC's franchise and assets, LSC agrees and covenants to the City that it will maintain membership in good standing with the USL and its successors and assignees, and that it will not seek, authorize, or consent to the transfer of its franchise to an area outside Lansing, Michigan, without the prior written consent of the City or unless this Agreement is terminated pursuant to the terms herein.
- d. Covenant Not to Transfer Franchise. LSC agrees and covenants to the City that it will not participate in any transfer or assignment of its franchise, name, goodwill, trademark and other contracts unless said transfer or assignment includes its interest under this Agreement.
- e. Equal Employment Opportunity and Employment of Lansing Residents. LSC agrees and covenants to the City that it is presently and will continue to be an equal opportunity employer and at all times shall comply with the laws and regulations that prohibit discrimination. Further, LSC agrees and covenants to the City that it will use its best efforts to retain the services of residents of the City of Lansing in all Stadium Services performed pursuant to this Agreement and will attempt to have at least seventy-five percent (75%) of LSC's seasonal staff be

residents of the City of Lansing.

- f. Stadium Name. LSC agrees and covenants to the City that in all communications referring to the Stadium it shall use the full name of the Stadium.
 - g. Use of Matters Subject to Copyright. Should LSC, its agents, employees, invitees or guests use or allow the use of any composition, work or material, LSC agrees to indemnify and save the City harmless from loss, damage or expenses arising from any claim of infringement of such copyright or the use of unlicensed composition, work or material.
 - h. Prohibition Against Dangerous Materials and Substances. LSC agrees not to bring into the Stadium any material, substance, equipment or object that is likely to endanger the life or to cause bodily injury to any person within the Stadium, or which is likely to constitute a hazard to property therein without the approval of the City. The City shall have the right to refuse to allow any such materials, substances or equipment to be brought into the Stadium and the further right to require its immediate removal therefrom if found thereon.
- A. City's Covenants.
- a. Stadium Compliance. The City represents, covenants and warrants that throughout the term of this Agreement the Stadium shall be maintained in compliance with all applicable building, health, safety, bidding, procurement, traffic and zoning ordinances, applicable standards for streets and roadways.

ARTICLE XVII. INDEMNIFICATION AND INSURANCE

- A. Indemnification
- i. .
 - a. Indemnification of the City by LSC. LSC agrees to indemnify and hold harmless

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the City and its respective officers, directors, duly authorized agents and employees from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including attorney's fees, which is in connection with, or by reason of any act, omission or negligence of LSC or its duly authorized agents, or any breach of this Agreement, in connection with LSC's activities pursuant to this Agreement.

A. Insurance Policies

- a. Insurance Required of LSC. LSC shall obtain and maintain throughout the term of this Agreement, public liability coverage including personal injury liability and contractual liability; if on a commercial general liability form, the limit per occurrence shall be One Million Dollars (\$1,000,000) and an aggregate of Three Million Dollars (\$3,000,000) combined single limit (CSL) per occurrence and include bodily injury and property damage liability; automobile coverage with liability limits of One Million Dollars (\$1,000,000) combined single limits (CSL) bodily injury and property damage per accident; and workers compensation coverage to protect LSC's permanent and temporary employees.

LSC will name the City as additional insured on the public liability policy and provide certificates of all insurance or original policies as they shall be on file prior to the beginning of the term of this Agreement. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of Michigan.

ARTICLE XVIII. DESTRUCTION OF STADIUM

A. Partial Destruction.

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If the Stadium is wholly or partially destroyed, the City shall, at its expense, promptly commence and diligently complete the restoration of the Stadium to the same condition as immediately prior to the destructive event, reasonable wear and tear excepted. All repair activities shall be timed and organized in such a manner to facilitate LSC's ability to play the LSC Home Soccer Season games at the Stadium to the degree feasible.

B. Reduction in Payment.

Should the Stadium be unavailable for any LSC Home Soccer Games as a result of the destruction or other limitation in the use of the Stadium, the payments due the City and the City's Marketing Payment pursuant to Article X shall be reduced proportionately to that limitation of use. In the event the City's insurance coverage provides LSC with reimbursement for lost profits, payments due the City shall not abate, but will continue uninterrupted.

C. Assistance of the City in Locating a Temporary or Permanent Alternate Facility.

If the Stadium becomes unavailable on a temporary basis by reason of either the partial destruction of the Stadium or the repair or restoration of the Stadium, or for any other reason, the City shall utilize its best efforts to assist LSC in locating an adequate temporary facility within the City of Lansing.

ARTICLE XIX. CONDEMNATION

In the event that any portion of the Stadium is taken from the City pursuant to any right of eminent domain exercised by any governmental entity or pursuant to any governmental order and such taking renders the Stadium unfit for its intended purpose, LSC shall receive a portion of any award granted with respect to such taking, to be determined by mutual agreement of the Parties. LSC shall also have the independent right to make a claim against the condemner for and retain any

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award based thereon for the reasonable value of lost profits, improvements made to the Stadium by LSC and for the expenses, attorney fees and costs incidental to relocating from the Stadium including, but not limited to, the lost value of this Agreement.

ARTICLE XX. FORCE MAJEURE

LSC and the City agree that with respect to any services to be provided, payments to be made, or action to be taken by either Party during the term of this Agreement, the Party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such Party such as strike, lock-out, suspension of play of soccer, breakdown, accident, order or regulation of or by any governmental authority, the USL or any entity controlling the USL, or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other Party hereto, or in servants, agents, employees, any assignee, or successor in interest to such other Party. The time within which such services, payments, or actions shall be performed or rendered shall be extended for a period of time equivalent to the delay of such cause.

ARTICLE XXI. ASSIGNABILITY AND TRANSFERABILITY

The rights and obligations created by this Agreement are exclusive and shall not be transferred or assigned except by written agreement by both LSC and the City. LSC covenants and agrees that it will not assign, transfer, or sublet this Agreement without the prior written consent of the City with such consent not being unreasonably withheld. Notwithstanding the above, the City may assign this Agreement for administrative and operational purposes to an authority or authorities to be created under Michigan law. The Parties agree that the assignee of the City, if such an

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assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment without the further consent of the City.

ARTICLE XXII. TERMINATION UPON DEFAULT

In addition to the termination provisions of Article III, in the event that either Party hereto shall otherwise materially breach, violate or fail to fully perform any provision contained in this Agreement, the non-breaching Party may upon ninety (90) days written notice thereof, terminate this Agreement; provided, however, that the defaulting Party shall have the right and opportunity to cure the default within said ninety (90) day period or if such breach, violation or non-performance cannot be cured within a ninety (90) day period, to continue diligently and in good faith to effect such cure within such period, provided that, in no event shall such opportunity to cure exceed one hundred eight (180) days after receipt of such notice. In the event that such breach, violation or non-performance is not cured within said ninety (90) day period or any authorized extension thereof, then, this Agreement shall terminate upon the expiration of such period and the non-breaching Party shall thereupon have the right to exercise such additional rights or remedies as they may have by law.

ARTICLE XXIII. MISCELLANEOUS

A. Anti-Discrimination.

LSC shall not discriminate in any manner on the basis of actual or perceived race, religion, ancestry, national origin, color, gender, age, height, weight, student status, marital status, familial status, housing status, veteran status, political affiliation or belief, sexual orientation, gender identity or expression, mental or physical limitation, or source of income with respect to any applicant or employee, and shall conform in all respects to the pertinent provisions of federal, state or local laws, ordinances, rules and regulations of

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employment practices. LSC further agrees that in serving the public, its employees shall not, on the grounds of actual or perceived race, religion, ancestry, national origin, color, gender, age, height, weight, student status, marital status, familial status, housing status, veteran status, political affiliation or belief, sexual orientation, gender identity or expression, mental or physical limitation, or source of income, discriminate or permit discrimination or refuse to serve a person or group of persons in any manner prohibited by federal, state or local laws, rules, ordinances and regulations.

B. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Michigan.

C. Entire Agreement.

This Agreement constitutes the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements.

D. Authority.

LSC and the City, respectively, each represent that the individuals acting as signatories to this Agreement have the authority to bind the LSC and the City and that this Agreement, when properly executed by both Parties, will constitute a valid and binding agreement, enforceable in accordance with this terms.

E. Costs and Attorney Fees.

The Parties hereto agree to pay all expenses incurred by the other in enforcing the provisions of this Agreement, including but not limited to attorney fees, costs and

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expenses. The Party prevailing in any litigation arising out of any dispute concerning this Agreement shall be entitled to recover all expenses incurred, including without limitation, reasonable attorney fees.

F. Mutual Dependency and Severability.

All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of LSC to perform and have access to the Stadium as provided for herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

G. Notices and Addresses.

All notices required to be given under this Agreement shall be given by certified or registered mail, addressed to the proper Party to the following addresses, or at such other address as may be subsequently given pursuant to this Section and shall be deemed given when deposited in the U.S. mails, postage prepaid:

IF TO LSC:

MR. TOM DICKSON
LANSING SOCCER CLUB
Cooley Law School Stadium
505 E. Michigan Ave.
Lansing, MI 48912

IF TO THE CITY:

THE CITY OF LANSING
CITY ATTORNEY

October 4, 2018

124 W. MICHIGAN AVENUE
5TH FLOOR
LANSING, MI 48933-1694

and

CITY OF LANSING
MAYOR
124 W. MICHIGAN AVENUE
9TH FLOOR
LANSING, MI 48933

H. Amendment, Modification, or Alteration.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties herein.

I. Rights and Remedies Cumulative.

The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either Party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

J. Time is of the Essence.

Time is of the essence for this Agreement.

K. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

L. Headings Only for Reference.

The titles of articles and sections of this Agreement are for reference purposes only and

shall be of no binding effect.

M. Valid Delaware Limited Liability Company.

LSC represents that as of the date of the execution of this Agreement it is organized and in good standing under the laws of the State of Delaware, that it is duly authorized to enter into this Agreement and has taken all requisite corporate action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental authority is required in connection with the execution, delivery and performance of the Agreement.

N. Prohibition Against Food and Beverage Being Brought Into the Stadium.

The City shall post signs in appropriate locations in the Stadium, which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Stadium.

O. Status of Parties.

Parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to be created a partnership or joint venture between LSC and the City with respect to LSC's activities conducted at the Stadium pursuant to the terms of this Agreement.

P. Waiver.

The waiver by either the LSC or the City of any default or breach by the other Party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other Party of the same or another provision of this Agreement.

Q. Improvements.

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LSC shall make no improvements in the Stadium without the prior approval of the City.

R. Waste or Nuisance.

LSC shall not commit or permit any waste on or about the Stadium during the term of this Agreement nor shall it maintain, commit or permit the maintenance or commission of any nuisance on or about the Stadium or use the Stadium for any unlawful purposes.

S. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

T. References to the City.

All references to the City in this Agreement shall be deemed to also be references to such officers or employees or other designees of the City as may be appropriate to implement the terms of this Agreement.

U. Exhibits.

All exhibits attached to this Agreement are incorporated into and are a part of said Agreement as if fully set out herein.

V. LSC's Property Loss and Damage.

Nothing herein shall be construed to create a bailment relationship between the City and LSC or the Club concerning any property brought on the premises of the Stadium by LSC or the Club unless such property is delivered into the possession of the City.

W. Employee Status.

It is understood and agreed that no agent, servant or employee of LSC or the Club or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of the City, and that no agent, servant or employee of the City shall be under

October 4, 2018

any circumstances deemed an agent, servant or employee of LSC or the Club.

X. Judicial Relief In The Event Of Termination Actions.

Anything in this Agreement to the contrary notwithstanding, neither Party shall have the right to terminate this Agreement before the expiration of the period required for the giving of notice before termination, if the defaulting party in good faith commences a judicial proceeding to contest the existence of any such plain default and uses reasonable diligence in prosecuting such action and complies with the final judgment of the court in such action; but nothing herein shall prevent a court from granting such protective orders, injunctions and interlocutory judgments as might otherwise be appropriate.

Y. Property Remaining in the Stadium After Termination or Expiration of the Agreement.

Any and all property belonging to LSC, or anyone claiming through or under LSC, which may be found on the premises after termination or expiration of the Agreement may be handled, removed or stored by the City at the risk and expense of LSC and the City shall be responsible for the preservation or the safe-keeping thereof. LSC shall pay to the City any and all expenses incurred for such removal and all storage charges.

Z. Dispute Resolution Review Board.

The Parties agree that in the event they are not able to mutually agree on the annual CIP plan described in Article IV, Section (A)(a), then they will submit their dispute to mediation.

- a. Review Board. The review board shall consist of four (4) parties: the Chief Executive Officer of LEPFA or his designee, a representative of LSC, a representative of TMO, and a fourth representative (the "Neutral Representative") to be agreed upon by both Parties. In the event the Parties are not able to

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mutually agree on the Neutral Representative within 30 days of written notice of a dispute, the Parties shall each select three (3) names from the Ingham County Neutral Case Evaluators list (Commercial Panel) and select one of those six (6) names randomly. LEPFA and LSC may be assisted or represented by legal counsel at any stage of the proceeding.

- b. Neutral Representative Compensation. The neutral representative shall be paid out of available annual CIP funds, and her compensation shall be a charge against those funds.
- c. Time and Location. The dispute hearing will be heard at the Lansing Center at a time and date established by the Neutral Representative, unless the Parties agree on a different location. The Neutral Representative may adjourn the proceedings upon good cause shown.
- d. Issues Presented. The review board shall only hear those issues that are presented in writing, in advance of the hearing, and shall only hear issues as authorized in Article IV, Section (A)(a).
- e. Decision has No Binding Effect. If the representatives are not able to resolve their dispute at the dispute hearing, the Neutral Representative shall make his determination in writing. The Neutral Representative's decision shall have no binding effect on the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

LANSING SOCCER CLUB
A DELAWARE LIMITED LIABILITY COMPANY

CITY OF LANSING

October 4, 2018

By: _____
Tom Dickson, Managing Member

By: _____
Andy Schor, Mayor

Approved as to form only:

I hereby certify that funds are available
In account No. : _____

City Attorney

City Finance Director

October 4, 2018

TMO WAIVER OF POTENTIAL CONFLICTS, CLAIMS, AND BREACH

TMO, by and through its Managing Member represents, agrees, covenant, and affirms that:

- 1) TMO has reviewed, analyzed, and consulted with its attorneys regarding this Stadium Soccer License Agreement between LSC and the City; and
- 2) After such consultation, review, and analysis, TMO has identified potential inconsistencies and conflicts between this Stadium Soccer License Agreement and the TMO Agreement, including but not limited to: exclusivity, entitlement to revenue, scheduling of events, CIP payments, Field Naming Rights, and usage of suites; and
- 3) After such consultation, review, and analysis, TMO waives any and all conflicts, claims of breach, default by the City, claims of exclusivity, and entitlement to revenue, as the same relate to the execution of this Stadium Soccer License Agreement by City and its performance by City and LSC. TMO covenants not to challenge, contest, or dispute the Stadium Soccer License Agreement or any of its provisions, or make any claim of right or entitlement under the TMO Agreement as a result of the execution and performance of this Stadium Soccer License Agreement.
- 4) TMO expressly agrees and consents to the execution of this Stadium Soccer License Agreement between the City and LSC.
- 5) TMO and the City agree that LSC Home Soccer Games are specifically excluded as TMO Special Events.
- 6) TMO expressly consents that the Dispute Resolution Review Board as enumerated in this Agreement, Article XXIII(Z) is the sole dispute resolution mechanism for CIP payments.

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TAKE ME OUT TO THE BALLGAME
LIMITED LIABILITY COMPANY

CITY OF LANSING

By: _____
Tom Dickson, Managing Member

By: _____
Andy Schor, Mayor

October 4, 2018

EXHIBIT A

STADIUM OPERATION PLAN

Exhibit A
Operations Plan
 Customer Service Game Day Staffing Schedule

Area	Description	Time Line
First Aid (Sparrow)	1 Nurse and 1 Tech	Each Game
	2 Nurses and 1 Tech	Each GSSD
Security -	1 Supervisor and 1 Guard	0-2000 fans
	3 Supervisors and 6 Guards	Thursdays
	1 Supervisor and 2-3 Guards	2001-4000
	2 Supervisors and 4-6 Guard	4000 +
	3 Supervisors and 5 Guards	GSSDs
Customer Service	2 Ticket Takers 1 Customer Service Attendant 1 Suite Attendant 1 Elevator Attendant 3 Concierges 1 Host or Hostess and 1 Gate Attendant (if Tailgate Terrace) 1 Host or Hostess (if Gasoline Alley)	0-2000 fans
	4 Ticket Takers 1 Customer Service Attendant 1 Suite Attendant 1 Elevator Attendant 5 Concierges 1 Berm Attendant 1 Host or Hostess and 1 Gate Attendant (if Tailgate Terrace) 1 Host or Hostess (if Gasoline Alley)	2001-4000 fans
	6 Ticket Takers 1 Customer Service Attendant 1 Suite Attendant 1 Elevator Attendant 8 Concierges 1 Berm Attendant 1 Host or Hostess and 1 Gate Attendant (if Tailgate Terrace) 1 Host or Hostess (if Gasoline Alley)	4000+ fans

Operations Plan

Area	Description
Maintenance (in-game)	Monitor all restrooms including toilet paper, paper towel, trash, floors, hand soap by porters and maids
	Monitor wet spills, dry spills and all trash containers on concourse
Fireworks Safety	Set up 12 pieces of bike barricade and 12 pieces of plywood for fans safety or as directed by Fire Marshal; Set up 25' of rope and stanchion away from barricades so no one can cross line
	Monitoring company is contracted to monitor all fire systems. If a fire, they call LSC/LEPFA direct cell # in order on list
Alarm Main office Cash room Food Service Office Retail 3 rd Base Store Ticket Office	Update employee codes into system
	Alarm monitoring contractor monitors all office and alarmed areas and contacts LSC management to report alarm
	Alarm contractor changes system batteries
TV Network Suite Level	Channels are set for menu created for each suite
	Gates open 1:15 prior to scheduled game. Gates are locked approx. 30 minutes after game ends
Gates	Gates open 1:15 prior to scheduled game. Gates are locked approx. 30 minutes after game ends
Smoking	Fans wishing to smoke receive an exit stamp on their hand, leave park to designated smoking area, and re-enter per stadium/team policy. Anyone seen smoking in park is asked to put out their cigarette and informed of policy.
Communication	All full time LSC employees and food service managers have hand held communication systems devices. General Manager, Operations Manager and Director of Food Service have multiple channel radios or handheld communication devices with ability to contact security.