

LEASE SUMMARY

BASICS

TEAM: Oakland ATHLETICS

Team Owner: John Fisher

Team Website

FACILITY: Oakland Coliseum

Facility Website

Year Built: 1996

Ownership: Oakland-Alameda County Coliseum Authority

TITLE OF AGREEMENT: Stadium License Agreement

Lessor: Oakland-Alameda County Coliseum Authority

Lessee: Athletics Investment Group, LLC d/b/a Oakland Athletics

TERM:

“This License shall commence on the Signature Date and end on December 31, 2024.” Section 7.1, page 13.

PAYMENTS/EXPENSES

RENT:

“Licensee shall pay to Licensors an annual license fee of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) for 2014, One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) for the first full year of the Term (January 1, 2015 – December 31, 2015), and after that, One Million Five Hundred Thousand Dollars (\$1,500,000.00) for each of years two through five of the Term (2016 through 2019), and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) for each year of years six through ten the Term (2020 through 2024). Except for fees in 2014, when payment was due June 30, 2014, the full and timely payment of which is a condition of the Parties’ entry into this Agreement, Licensee shall make each annual payment April 1st of each year of the Term.” Section 8.1, page 15.

OPERATING EXPENSES:

Maintenance and Repair: “Licensor, at all times during the Term, shall perform all Maintenance and Repairs of the Stadium.” Section 5.7.3.1, page 7.

Operation and Maintenance of Equipment and Displays: “Licensee shall operate, Maintain, and Repair all advertising displays and equipment located inside the Stadium.” Section 11.4, page 23.

CAPITAL IMPROVEMENTS:

“In each year of the Term, Licensor shall provide in its budget for a “Stadium Maintenance Fund” in the amount of at least One Million Dollars (\$1,000,000.00). The Stadium Maintenance Fund shall be used for Licensor’s Maintenance and Repairs required . . . [f]ollowing the first year of the

Term, Licensor shall increase the amount of the Stadium Maintenance Fund by increasing the preceding year's budgeted amount by at least five percent (5%)." Section 5.7.1, page 7.

RETENTION

HOME GAMES:

"Licensee will use the Stadium for all of Team's Home Games scheduled by MLB (subject to any changes by MLB to such schedules) to be played within the Team's Operating Territory." Section 4.2, page 3.

ASSIGNMENT:

"[N]either Party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party and any attempt by either Party to do so shall be void and of no force and effect whatsoever, and shall constitute a breach of this License." Section 16.1, page 29.

INSURANCE

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"Licensor must obtain, and continuously maintain, at its own expense, the following insurance policies[:]" workers' compensation, commercial general liability insurance, automobile liability insurance, umbrella liability insurance, and "all-risk" insurance. Section 18, pages 32-33.