

LICENSE AGREEMENT BETWEEN
LA CANADA UNIFIED SCHOOL DISTRICT
AND
THE LOS ANGELES FUTBOL CLUB (LAPFC) FOUNDATION
FOR THE USE OF REAL PROPERTY

THIS LICENSE AGREEMENT (“Agreement”) is approved and entered into as of this TBD day of TBD (“Effective Date”), by and between the LA CANADA UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (“Licensor” or the “District”) and the LOS ANGELES PREMIER FUTBOL CLUB (LAPFC) FOUNDATION, a California non-profit organization, (“Licensee” or “LAPFC”) (collectively, Licensor and Licensee are referred to as the “Parties”).

RECITALS

WHEREAS, District is the owner of certain real property, located at 4463 Oak Grove Drive, La Canada, Ca 91011 known as the La Canada High School (“Property”), as more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, District is willing to grant to LAPFC a license for the non-exclusive use of that portion of the Property described as approximately TBD square feet of athletic field space known as the varsity football soccer field at La Canada High School as designated in Exhibit “A” (“License Area”) in accordance with the terms and conditions of this Agreement.

WHEREAS, the Parties, along with other entities, entered into prior agreements which set forth certain terms and conditions for the shared use of the License Area, including the following:

- 1) On February 8, 2005, the District entered into an agreement to allow certain entities to use the License Area in exchange for payments to maintain the License Area (the “Agreement to Fund”). The Agreement to Fund includes the following parties as signatories: 1) the Arroyo Unified Foundation (“Foundation”), 2) the La Canada High School Booster Association (“Booster”), and the District.
- 2) In 2011, the Agreement to Fund Parties was amended to: 1) relieve Booster from all further rights and obligations under the Agreement to Fund and 2)

assign all rights and obligations in the License Area from the Foundation to LAPFC (the "Amendment")

3) The Agreement to Fund and the Amendment also reference a prior agreement between the District, the Foundation, and La Canada High School dated June 2, 2003 (the "Agreement for Improvements") which discussed certain obligations of the Foundation with respect to the use of the License Area. The Agreement for Improvements is incorporated into the Agreement to Fund and, therefore, all of LAPFC's rights and obligations with respect to the License Area were set forth in the Agreement to Fund, until this Agreement.

WHEREAS, the Parties wish to terminate any and all existing duties, obligations or rights among and between the District and LAPFC as set forth in the Agreement to Fund, the Amendment, and the Agreement for Improvements (collectively, the "Prior Agreements") with respect to the License Area and enter into this new agreement to address the License Area. The Prior Agreements are attached as Exhibit B for reference.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. **Grant of License and Use of License Area.** In consideration of the License Fee, District grants a **non-exclusive** license to LAPFC to use the License Area for the limited purposes of operating the Program, as defined in subsection (a) below. Any reference to LAPFC's use of the License Area shall include use by LAPFC's employees, contractors, volunteers or invitees, specifically including any participants and spectators.

(a) **Program Use.** LAPFC's use of the License Area shall be limited to the following: The License Area will be used solely for conducting soccer matches and practices that are sponsored, supervised and managed by LAPFC (the "Program"). Any uses outside the LAPFC Program require written consent from the District. Persons entering the License Area for the Program shall be limited to participants, coaches, spectators, and vendors, as defined in Section (d) below. The total number of active participants present on the field at any time shall be limited to a total of one hundred (100) persons and the total number in the License Area, including all spectators, will not exceed two hundred fifty (250) persons. Any events that may have a group larger than two hundred fifty (250) persons will require written consent from the District. LAPFC shall ensure all spectators use the designated bleachers and standing areas and shall ensure no persons enter and remain in the surrounding Property to view or spectate any event occurring on the License Area. Any use of the License Area that does not reasonably relate to the Program shall constitute a material breach of this Agreement. If the District believes any specific action or activity conducted on the License Area does not relate to the Program, the District may either terminate this Agreement immediately pursuant to Section 4(p) below or issue a written notice to LAPFC requiring such action or activity to cease immediately.

(b) Scheduled Use. During the Term of this Agreement, as set forth in Section 3 below, LAPFC shall have the option, subject to the conditions set forth herein, to use the License Area for the Program during the following timeframes: 1) Monday through Friday, between 6:00 pm to 10:00 pm, 2) Saturday and Sunday, between 7:00 am and 10:00 pm, 3) all Holidays recognized by the District as "non-school days", between 7:00 am and 10:00 pm (collectively, the "Use Times"). During the summer months a mutually agreed upon time of three weeks will be determined scheduled around District programs. To reserve the License Area during the Use Times, LAPFC shall submit a written schedule of use to the District establishing the specific days and times that LAPFC proposes to use the License Area. This will occur twice each year. LAPFC shall submit this proposed schedule prior to December 1st and June 1st each year to establish the days and times of LAPFC's use for each six month period of January 1st – June 30th and July 1st through December 31st. (the "Use Schedule"). To establish LAPFC's use of the License Area between the Effective Date and September 30, 2017, LAPFC shall submit a Use Schedule within ten (10) days of the Effective Date.

The Use Schedule may only reserve the License Area during the Use Times. The District, at its sole discretion, may require changes to the Use Schedule if the District needs the License Area during a specific day or time requested by LAPFC. The District will work in good faith with LAPFC to accommodate all requested times in the Use Schedule and will attempt to provide alternative dates and times as necessary. However, the District retains the sole right to use the License Area at any time, even during the Use Times, as necessary to fulfill its educational or prior contractual obligations. Upon the District's acceptance, the Use Schedule shall be incorporated into this Agreement and binding on the Parties, subject to the terms and conditions set forth herein.

The District may also require changes to the accepted Use Schedule at any time. In the event the District needs to use the License Area during a time reserved for LAPFC through the Use Schedule, the District shall provide prior written notice to LAPFC which shall limit LAPFC's access to the License Area to the time designated in the District's notice. LAPFC may also request access to the License Area for additional times through written request to the District which may be granted by the District only through written notice. In no event shall the Use Times be altered through oral statement by any District employee. LAPFC shall have no right to access, use, occupy, or otherwise enter the License Area at any time except for the Use Times.

(c) Storage. LAPFC may store the following equipment on the License Area at any time during the term of this Agreement, including non-Use Times: Two Soccer Goal Posts (the "Stored Equipment") and one shipping container to hold equipment. The shipping container shall not exceed forty feet in length. LAPFC shall assume all risk associated with keeping the Stored Equipment on the License Area and in no event shall the District be responsible for any stolen or damaged Stored Equipment. Except for the Stored Equipment, LAPFC must remove all equipment or property brought onto the License Area at the end of the Use Times and must ensure all persons using the License Area remove all personal property, even if such property is not under the control of LAPFC. In no event shall the District be held responsible or liable for any property or equipment

left on or around the License Area during Use Time or Non-Use Time. LAPFC shall defend, indemnify, and hold harmless the District from any harm, damage, or claim arising from the Stored Equipment or equipment or property left on the License Area without the District's permission, including, but not limited to, any injury caused by any person entering the License Area for any reason.

(d) Vendors. LAPFC may seek written permission from the District to allow certain vendors enter the License Area to provide certain services for the Program during designated time, such as providing concessions, equipment or the like. To obtain such permission, LAPFC shall submit a written request identifying the name of the vendor, the services to be provided, the time during which the vendor will enter the License Area, the prices charged, and any payment LAPFC will receive from the vendor. The District, at its sole discretion will decide whether to permit the proposed vendor as requested or require certain revisions to the parameters of the vendor's use prior to approval through written notice only. If granted permission, LAPFC shall remain solely responsible and liable for all vendor's actions and shall enter into a separate agreement with the vendor stating that the District is not responsible for any payment or other obligations provided by LAPFC to the vendor. LAPFC will provide the District with evidence of coverage from the vendor that meets the District standards. However, LAPFC shall remain solely responsible for any claim, harm or damage arising as the result of any use of the Licensed Area and LAPFC shall indemnify the District for any such harm in accordance with Section 4(h) below.

(e) Security Measures. At all times during LAPFC's Use Times, as defined above, LAPFC shall provide personnel responsible for monitoring the License Area to: ensure no unauthorized persons enter the License Area; prevent any unauthorized activities or illegal actions from occurring on the License Area during the Use Times; protect the condition of the License Area; monitor the Property surrounding the License Area to alert the District and LAPFC of any improper activities, and provide general security monitoring services to ensure LAPFC meets the requirements and obligations of this Agreement.

(f) Full and Complete Agreement. This Agreement contains the entire agreement between the Parties, and supersedes all prior agreements of the Parties (whether oral or written), including but not limited to the Prior Agreements. The Parties hereby agree that the purpose of this Agreement is to fully and completely replace and eliminate all obligations and rights set forth in the Prior Agreements with respect to the License Area. Thus, LAPFC shall have no further right, whether granted, suggested or implied by the Prior Agreements with respect to the License Area and the District shall have no further obligation, whether required, suggested or implied by the Prior Agreements upon execution of this Agreement. As consideration for this Agreement, the Parties shall take all actions necessary to confirm that the Prior Agreements are terminated and any obligations or rights set forth therein have no further force or effect. No provisions of this Agreement may be amended or varied except by an agreement in writing signed by both Parties.

Section 2. License Fee.

(a) License Fee. LAPFC shall pay a license fee ("License Fee") of THREE THOUSAND DOLLARS (\$3,000.00) per month to the District as a License Fee for the use of the License Area for the first year of the Term, as defined in Section 3 below. For the second year of the Term (starting one year after the Effective Date), the License fee shall increase by three percent (3%) of the prior year's monthly payment. ***For the third year of the Term (starting one year after the Effective Date), the License fee shall increase by three percent (3%) of the second year's monthly payment.*** The first payment is due within ten (10) business days of the Effective Date and subsequent payments are due on or before the 1st of each month. **The Parties acknowledge and agree that the License Fee is not a rental or lease payment for the License Area.**

(b) Security Deposit. In addition to the License Fee, LAPFC shall issue a security deposit to the District within ten (10) days of the Effective Date in the amount of SIX THOUSAND DOLLARS (\$6,000) (the "Security Deposit") which the District shall hold throughout the term of this Agreement. The District, at its sole discretion, may use the Security Deposit to address any harm, damage, expense, or claim arising from LAPFC's use of the License Area. At the end of the License's Term, or any extension thereof, the District shall return any remaining Security Deposit to LAPFC.

(c) Late Fee Payment. Payments not received by District within ten (10) days of becoming due, shall bear interest on the delinquent amount at the rate of ten percent (10%) per month from the date due until the date paid. LAPFC's failure to make a payment within ten (10) days of such payment becoming due shall be cause for immediate termination of the Agreement by District.

Section 3. Term. The term of this Agreement shall be for ***thirty-nine (39) months commencing on the Effective Date ("Term")***, unless mutually extended in writing by both parties. This Agreement may be terminated immediately by District **without notice** if (1) LAPFC is in material breach of the Agreement, (2) if District determines there is unsafe and/or dangerous conditions, threats to life or property, (3) in the event that a natural disaster or emergency makes it necessary for the District to use the License Area for alternative purposes, or (4) if District and LAPFC enter into a revised agreement for the use of the License Area. Either Party may terminate the Agreement at will and without cause upon giving the other party notice in writing. The Parties will each endeavor, but shall not be required, to give at least three (2) months written notice to the other party. The Parties will also meet in the final twelve (12) months of the agreement to explore the options of extending the agreement.

Section 4. Conditions to Use.

(a) Repair of License Area. LAPFC shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by use of the License Area by LAPFC, its employees, contractors, volunteers or invitees, excluding only those caused by the sole active negligence or willful misconduct of the District. LAPFC shall notify District immediately of any damage caused to the License Area. In the event that LAPFC fails to make repairs

or replacement to the License Area due to any such damage, District may, at District's sole discretion, undertake such repair or replacement of the License Area and LAPFC shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

(b) Clean Up of License Area. LAPFC shall be responsible for the full and complete cleanup of the License Area and any other portion of the Property used by LAPFC, its employees, contractors, volunteers or invitees at the close of each and every day, leaving it in a comparable state as existed prior to LAPFC's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash, emptying trash cans, cleaning or sweeping up spills, and similar related activities. In the event that LAPFC fails to clean up the License Area, District may, at District's sole discretion, issue written notice to LAPFC requiring immediate clean up, in which case LAPFC's failure to perform such cleanup will constitute a breach of this Agreement, or undertake any cleanup of the License Area and LAPFC shall reimburse District for the costs of such cleanup or maintenance within thirty (30) days of invoice by District.

(c) Utilities. LAPFC shall be responsible for payment any utility that is, or becomes, separately metered for the License Area. For all electricity used by LAPFC at the License Area, LAPFC shall issue payment promptly upon receipt of any bill or invoice showing the cost of electricity assigned or associated with LAPFC's use. All other costs for utilities, including, shared water, sewage, and waste management if applicable, shall be included in the License Fee. If LAPFC's monthly use of any utility is considered excessive by the District, or causes the District to incur an additional fee or cost, LAPFC shall be responsible for paying any associated fee or cost for its excessive use, to be determined and billed at the sole discretion of the District. In no event shall the District be responsible for any delays, interruptions, interferences, disruption, or malfunctions (collectively "Disruptions") of any utility services provided to the License Area unless such Disruption is caused by the sole and active negligence of the District. In the event of a Disruption, LAPFC may notify the District and the District will take reasonable action to address the Disruption as quickly as possible. However, in no event shall LAPFC be entitled to any discount or payment in the event any Disruption occurs, regardless of the Disruption's effect on the Program. In the event LAPFC's activities in the License Area cause the District to incur additional usage fees or results on the delay or disruption of any utilities, LAPFC shall be responsible for all associated costs.

(d) Hazardous Materials. Under no circumstances during the term of this License or any extension thereof shall LAPFC use or cause to be used in the License Area any hazardous or toxic substances or materials, otherwise store, or dispose of any such substances or materials in the License Area. Notwithstanding the foregoing, LAPFC may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of LAPFC's Program, such as ordinary office supplies and common household cleaning materials.

(e) Non-Interference with District Activities. This Agreement shall not grant LAPFC, its employees, contractors, volunteers or invitees the right to interfere with

any activities of District, or other tenants or subtenants existing at the Property at any time, as determined by the District in its sole discretion.

(f) Conduct of LAPFC, Employees, Contractors, Volunteers and Invitees. LAPFC shall insure that all employees, contractors, volunteers, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the License Area. In the event the District determines, in its sole and absolute discretion, that an employee, contractor, volunteer or invitee of LAPFC is failing to adhere to proper standards of public conduct the District reserves the right to remove said individual, and/or require LAPFC to remove said individual from the District's Property and prohibit future access to the Property. LAPFC shall insure that all employees, contractors, volunteers, invitees, and all others in attendance remain within the License Area designated for use in this Agreement only.

(g) Insurance.

(i) Public Liability and Property Damage. LAPFC agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LAPFC's use of the License Area under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$2,000,000 for general aggregate and \$1,000,000 for property damage.

(ii) Sexual Molestation and Abuse Coverage. LAPFC's insurance policy or policies shall include or be endorsed to include sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the public liability and property damage policy by endorsement, with the following limits: one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$2,000,000.00).

(iii) Automobile Liability. LAPFC also agrees to maintain in full force and effect with regard to any LAPFC owned vehicles which LAPFC brings onto the License Area a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

(iv) Workers' Compensation. LAPFC shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(v) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its

directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(vi) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by LAPFC of the License Area, LAPFC will provide District with an endorsement(s) verifying such insurance and the terms described herein.

(h) Indemnification. LAPFC shall be responsible for, and District, its board members, officers, agents, employees, students and invitees ("District Parties") shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of LAPFC, its agents, officers, employees, contractors, volunteers, guests or invitees ("LAPFC Parties"), or resulting from LAPFC Parties' activities at the Property including the License Area or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the License Area, except to the extent such claims arise out of the sole active negligence or willful misconduct of District Parties. LAPFC shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorneys' fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with LAPFC Parties' activities at the Property including the License Area, this Agreement, and any other use of and operations at the Property including the License Area pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. LAPFC further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Agreement, including without limitation, District's authority to enter into this Agreement. LAPFC further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Property including the License Area. LAPFC further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of LAPFC Parties stored at the Property including the License Area. In connection therewith:

(i) Actions Filed. LAPFC shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. LAPFC shall promptly pay any judgment rendered against LAPFC Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such

use of and operations at the Property including the License Area referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against LAPFC Parties for such damages or other claims arising out of the use of and operations at the Property including the License Area referred to herein, LAPFC agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(i) Program Materials, Furnishings and Equipment. LAPFC shall provide all materials, furnishings and equipment to be used for its Program. LAPFC is responsible for all costs associated with its Program.

(j) Program Supervision and Security. LAPFC shall provide all necessary supervision of its employees, contractors, volunteers and invitees while using the License Area. LAPFC is solely responsible for the safety and security of its employees, contractors, volunteers and invitees at all times.

(k) Locks - Keying and Access Authorization. LAPFC hereby acknowledges that the License Area is part of an active school site and, as such, shall be subject to any and all precautions and limitations as the District deems necessary to protect the safety and security of students and staff who may use or enter into the License Area. The lock style, types of gates, and key/code authorization to be utilized at the License Area will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the License Area and shall determine the manner in which LAPFC is granted access to the License Area. During its use of the License Area, LAPFC shall be responsible for ensuring the License Area is secured and locked after each LAPFC use in accordance with the District's instructions, which may include ensuring all doors, fences and other designated entries are locked and/or secured. LAPFC shall indemnify, defend, and hold harmless the District from any harm that arises from LAPFC's failure to properly secure the License Area during or after each LAPFC use as set forth in the Indemnification requirements set forth in paragraph (h) above.

(l) Parking. LAPFC shall have access to all designated parking areas for the License Area unless LAPFC's use corresponds with a District activity on or around the License Area, in which case LAPFC's parking usage may be limited at the sole discretion of the District. Parking shall be limited to standard-sized automobiles. LAPFC shall not allow large trucks or other large vehicles to use the parking lot on the Property and shall not allow overnight parking. All vehicles shall be parked only in marked parking areas and not in driveways, loading areas, or other areas not specifically designated for parking.

(m) Taxes. In the event possessory interest taxes are assessed, LAPFC shall be solely responsible for the payment of all LAPFC's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies LAPFC that: (i) the License Area is subject to possessory interest taxes, and that such taxes shall be paid by LAPFC; and (ii) LAPFC may be subject to the payment of property taxes levied on the possessory interest obtained by LAPFC. The parties acknowledge that during the term of this Agreement, LAPFC shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the License Area, and shall indemnify, defend and hold harmless District against all possessory interest taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

(n) Periodic Inspections/Access. District shall be allowed to perform periodic inspections of the License Area without notice in order to determine the physical condition of the License Area. District shall make every effort to conduct these activities in a manner that does not unduly interrupt LAPFC's use of the License Area. If the District determines, during an inspection or at any other time, that LAPFC's use of the License Area or Property is beyond the scope of the Program, is causing damage to the License Area or Property, or otherwise violates any term of this Agreement, the District, at its sole discretion may immediately terminate this Agreement or require LAPFC to immediately correct the issue.

(o) Management of Site; Protocol. The District may, but is not obligated to, designate an individual and/or entity to manage ("Site Manager") all or part of the License Area and shall provide Licensee with the contact information. The District, at its sole discretion may change the Site Manager or elect not to utilize a Site Manger and will provide Licensee with updated contact information as needed.

(p) Default. Licensee agrees that if default shall be made in any of the covenants and agreements contained herein to be kept by Licensee, the District may immediately revoke and terminate the Agreement in accordance with Subsection (q) below, in addition to any of the District's other rights and remedies at law or in equity.

(q) Expiration; Termination; Vacating Site. Licensee acknowledges and agrees that this Agreement is a non-exclusive license and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to the Licensee that would be consistent with a lease. Accordingly, Licensee acknowledges and agrees that upon the expiration or earlier termination of the Agreement, Licensee will not have access to the License Area and the District may elect to change locks or take other steps to prevent Licensee from having access to the License Area. The District may remove from the License Area any remaining personal belongings of Licensee and/or will endeavor to cooperate with Licensee to schedule a mutually convenient time to allow Licensee to remove its personal belongings, if any remain, from the License Area; however, such access is to be made under the District's supervision.

LAPFC'S INITIALS: _____

Section 5. Improvements.

(a) LAPFC shall have no right to make any additional changes, alterations or improvements to the Property or License Area, unless District provides written permission to make such changes, alterations or improvements, which permission may be granted and conditioned in the sole discretion of the District ("Improvements"). Any Improvement, of which District has approved, shall be accompanied by plans and specifications providing for the alteration, change or improvement, which plans and specifications shall be subject to the District's approval. All construction or alterations shall be performed diligently and in a good and workmanlike manner, and shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Property. LAPFC shall pay all costs, including, but not limited to, demolition and construction, planning and permit fees, architectural, engineering and legal fees, taxes and insurance, for or related to the Improvements performed by it, or caused to be performed by it, on the Property as permitted by this Agreement. Nothing herein shall be interpreted as suggesting the District will allow Improvements at any time and LAPFC enters into this Agreement with the understanding it must use the License Area in its as is condition without planning for any Improvements.

(b) LAPFC shall keep the Property and the Improvements free and clear of all mechanics' liens resulting from construction and/or alterations performed by, for or at the request of LAPFC, it being acknowledged and agreed that nothing herein is intended to state or imply that the Property is subject to mechanic's liens, as the Property is and will continue to constitute real property owned by a public entity during the entire term of this Agreement. LAPFC shall do all things reasonably necessary to prevent the filing of any such mechanic's or other liens against the Property or the Improvements. If any such lien shall at any time be filed against the Property and/or improvements thereon or therein, LAPFC shall cause the same to be discharged of record or bonded over to the satisfaction of the District within thirty (30) days from LAPFC's receipt of a copy of such lien. LAPFC may not collateralize, obtain financing by securitization or borrow against the value of the Property.

(c) Notwithstanding anything to the contrary stated or implied herein, LAPFC shall not take any action or give any approval that will result in a change in the zoning of the Property that will be binding on the Property or impact or affect District after the expiration or earlier termination of this Agreement, or alter, eliminate or in any way modify any of the entitlements for the Property in any manner that will be binding on the Property or District after the expiration or earlier termination of this Agreement, in each case without prior written consent of the District.

(b) Status of Improvements on Termination of the Agreement. The District may elect, in its sole and absolute discretion, to require LAPFC to remove the any or all of the Improvements, at LAPFC's sole cost and expense prior to the expiration of the term of this License Term, or any extension thereof, or the earlier termination of this Agreement; provided that, the District must notify LAPFC of such election by giving LAPFC notice in writing. If the District so elects to require LAPFC to remove any

Improvements, LAPFC shall remove the Improvements in a good and workmanlike manner, in compliance with all applicable laws, orders, ordinances, rules and regulations of federal, state, county, municipal and other authorities having jurisdiction. All provisions of this Agreement regarding insurance, indemnification, alterations, and mechanic's liens shall survive and be in effect during the removal period. LAPFC shall have one-hundred twenty (120) days from the receipt of any such notice to complete the removal of the Improvements.

For any Improvement for which the District does not require LAPFC to remove, such Improvement shall remain part of the License Area and shall become the District's property until termination of this Agreement. Except as otherwise expressly provided in this License, LAPFC shall, upon the expiration or earlier termination of this Agreement, peaceably and quietly leave and surrender to the District the Property in good order and repair, ordinary wear and tear excepted, with all Improvements made to the Property provided or created by LAPFC. In no event shall LAPFC be entitled to any compensation, payment, or credit for any Improvements, regardless of whether the District decides to require LAPFC to remove the Improvements or elects to keep the Improvements.

Section 6. Compliance With Law.

(a) LAPFC shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the License Area, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the License Area. LAPFC shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals, including a Conditional Use Permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the License Area.

(b) District has made no representation or warranty as to the suitability of the Property and/or the License Area for LAPFC's Program, and LAPFC waives any implied warranty that the Property and/or the License Area are suitable for LAPFC's intended purposes. Prior to the commencement date of the Agreement, LAPFC shall have taken the appropriate steps and made the appropriate inquiries to confirm that LAPFC is or will be as of the commencement date of the Agreement in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the Program and LAPFC's operation of the Program, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the duration of the Term.

LAPFC'S INITIALS: _____

Section 7. Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. LAPFC acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by LAPFC against the

District, or by the District against LAPFC. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Los Angeles County.

LAPFC'S INITIALS: _____

Section 8. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 9. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed unless in writing executed by both parties.

Section 10. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to LAPFC: LAPFC
 Barry Ritson
 [insert address]
 Telephone: [insert]
 Email: [insert]

If to District: LA CANADA UNIFIED SCHOOL DISTRICT
 Mark Evans, Chief Business and Operations Officer
 4490 Cornishon Ave.
 La Canada, CA 91011
 Telephone: (818) 952-8300
 Email: mevans@lcsd.net

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 11. Official Representatives. The official representative for District shall be Susan Aceves. The official representative for LAPFC shall be [insert].

Section 12. Employees/Independent Contractors.

(a) For purposes of this Agreement, all persons employed by LAPFC in the performance of services and functions with respect to this Agreement shall be deemed employees of LAPFC and no LAPFC employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such LAPFC employees have any District pension, civil service, or other status while an employee of the LAPFC.

(b) LAPFC shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that LAPFC, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 13. No Transfer or Assignment. LAPFC, as Licensee, acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, through or pursuant to this Agreement.

LAPFC'S INITIALS: _____

Section 14. Nondiscrimination. In utilizing the Agreement, LAPFC shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 15. As-Is Condition. The License Area are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the License Area.

Section 16. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

Exhibit A: Location and Description of Property and License Area

Addendum 1: Legal Interpretation of Instrument.

Section 17. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 18. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and LAPFC. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party

hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 19. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Section 20. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 21. Nonliability of Officials. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Section 22. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

Section 23. Signs. LAPFC shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the License Area without District's prior written consent, which consent is at the District's sole discretion.

Section 24. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 25. Severability. If any provision in 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 without being impaired or invalidated in any way.

Section 26. No District Affiliation/Endorsement. LAPFC shall not imply, indicate or otherwise suggest that LAPFC's use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District. No signage, flyers or other material may reference the District, any school name, logo or mascot without the District's prior written consent.

Section 27. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Education duly passed and adopted.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

District:

LA CANADA UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LAPFC:

LAPFC FOUNDATION

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

Description of Property and License Area

The License Area will be the Football Stadium area of La Cañada High School located at 4463 Oak Grove Ave. La Cañada Flintridge, CA 91011. The area is referred to as "Spartans' Stadium" on the site map attached.



Exhibit "B"

Prior agreement



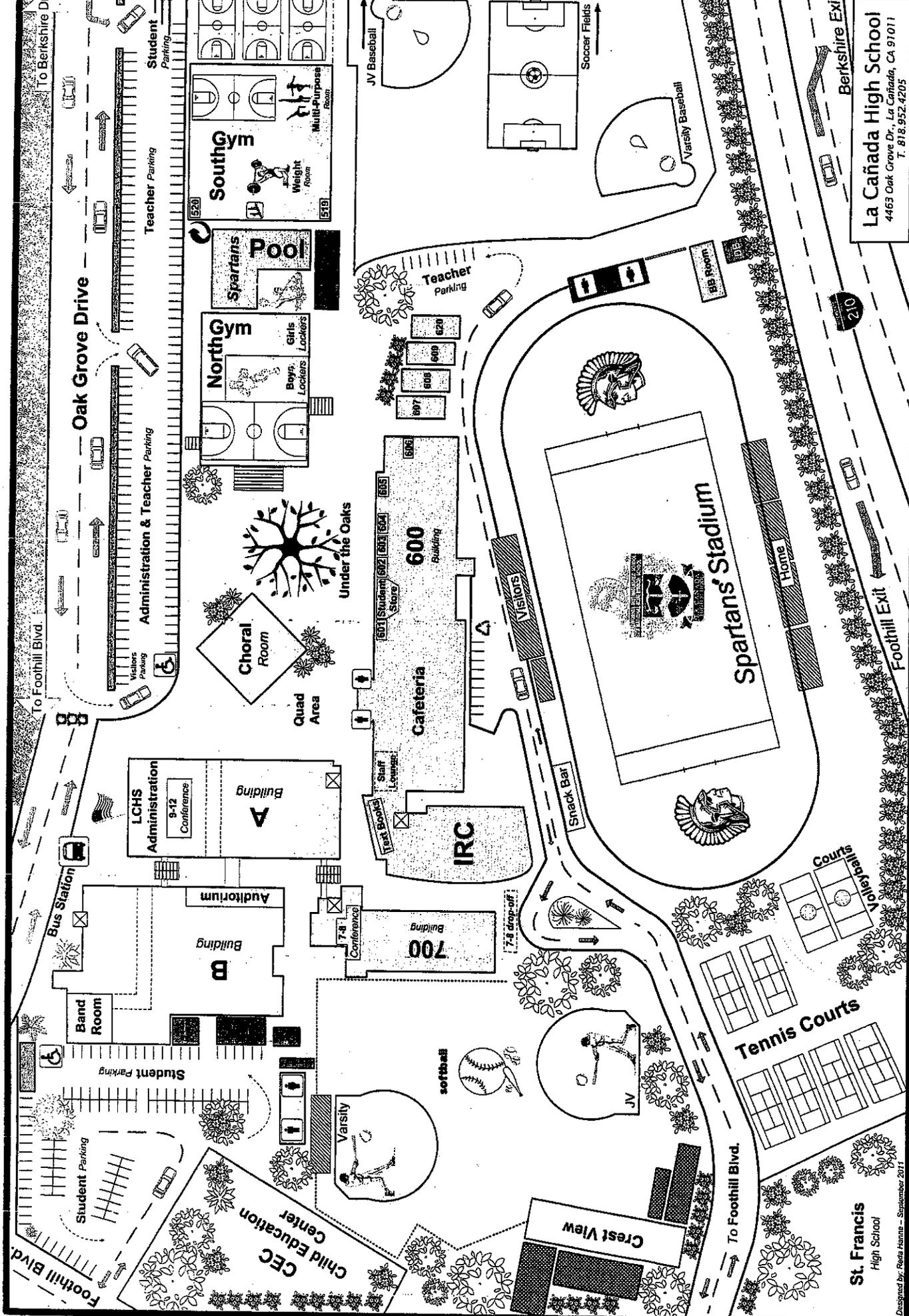
ADDENDUM 1 TO LICENSE AGREEMENT

The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. LAPFC, as Licensee, acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, though or pursuant to this Agreement

Licensee acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Licensee against the District, or by the District against Licensee. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

LAPFC'S INITIALS: _____

Date: _____



La Cañada High School
 4463 Oak Grove Dr., La Cañada, CA 91011
 T. 818.952.4205

St. Francis High School

Designed by: Reza Haini - September 2011

Exhibit "B"

Prior agreement

DRAFT

**AMENDMENT TO
AGREEMENT BETWEEN THE ARROYO UNITED FOUNDATION,
THE LA CANADA HIGH SCHOOL BOOSTER ASSOCIATION,
AND THE LA CANADA UNIFIED SCHOOL DISTRICT**

This Amendment ("Amendment") to the "Agreement between the Arroyo United Foundation, the La Canada High School Booster Association, and the La Canada Unified School District," effective February 8, 2005 ("Agreement to Fund") (a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference), is hereby made and entered into by and between the La Canada Unified School District ("District"), Arroyo United Foundation ("Foundation"), the La Canada High School Booster Association ("Boosters"), and the LAFC Foundation ("LAFC"), as of _____, 2011 ("Effective Date") as follows:

RECITALS

WHEREAS, the District is the owner of the La Canada High School campus and field improvements thereon;

WHEREAS, the Foundation is a non-profit organization that has contributed funding and other assistance for public benefit purposes to the La Canada Unified School District and other agencies;

WHEREAS, the Boosters is an association of community members and the La Canada High School supporters organized to benefit the athletic programs, activities, and facilities of La Canada High School;

WHEREAS, the LAFC is a non-profit organization that supports economically disadvantaged children;

WHEREAS, the District, Foundation and Boosters entered into the Agreement which amended and restated the terms of an agreement entitled "Agreement for Improvement of the La Canada High School Sports Complex," dated June 2, 2003 ("Agreement for Improvement") (a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein by reference);

WHEREAS, the Agreement to Fund established a separate fund account into which the Foundation and the Boosters were to contribute certain funds, and a separate District account into which the District would deposit rental and lease funds generated by the varsity football/soccer field at La Canada High School ((Varsity Athletic Field) as defined by the Agreement to Fund) in order for the funds in such accounts to be available to fund the repair or replacement of the artificial turf surface of the Varsity Athletic Field under the terms set forth in the Agreement to Fund; and

WHEREAS, the parties hereto desire to further amend and restate the Agreement to Fund in order to 1) re-establish commitments for funding of the repair and replacement accounts,

2) relieve the Boosters from any further rights or obligations upon making a final funding contribution, 3) assign the rights and obligations of Foundation to the LAFC, and 4) each consent to such assignment of rights and obligations.

AGREEMENT

Therefore, in consideration of the mutual promises contained herein and for other good and valuable consideration as set forth below, the sufficiency of which is acknowledged by the parties hereto, the parties hereby agree, warrant, and represent as follows:

1. ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS

1.1 Assignment. As of the Effective Date, the Foundation shall and does hereby assign and transfer to the LAFC all of Foundation's respective rights, interests, and obligations under the Agreement to Fund, and the LAFC hereby accepts such assignment and assumes all rights, interests and obligations under the Agreement to Fund, as such rights, interest and obligations may be modified under the terms and conditions set forth in this Amendment. The execution of this Amendment by the Foundation and the LAFC shall be sufficient, without more, to effect the assignment and assumption as provided by this paragraph, and the execution by the District and the Boosters shall be sufficient, without more, to fully consent to this assignment and assumption of rights, interests, and obligations.

1.2 Assumption of Lease Obligations. The LAFC assumes and agrees to perform and fulfill all the terms, covenants, conditions and obligations required to be performed and fulfilled by the Foundation under the Agreement to Fund, including making all payments due or payable, as such payments obligations are modified by the payment terms set forth below.

2. PAYMENT OBLIGATIONS OF THE PARTIES

2.1 LAFC Obligations. The LAFC shall pay into the District Account (as defined by the Agreement to Fund), beginning on April 15, 2011 and continuing for a total of eighty-one (81) separate monthly payments, on or before the 15th day of each following month or the first business day thereafter if the 15th occurs on a non-business day, the sum of One Thousand Five Hundred Dollars (\$1,500) payable to the District. Therefore, the total of such monthly payments made by the LAFC shall be One Hundred Twenty One Thousand Five Hundred Dollars (\$121,500), and such monthly payments shall conclude on January 15, 2018. This payment obligation of the LAFC shall be in lieu of any prior Foundation commitments under the Agreement to Fund, and any prior funds paid by the Foundation shall not provide an offset or credit to the LAFC's payment obligations hereunder. Failure by the LAFC to make any payments when due shall result in the District's ability, at its sole discretion, to modify or revoke the LAFC's right to use of facilities under the Agreement to Fund or Agreement for Improvements. LAFC may, upon District's written consent, which consent can be withheld by District in its absolute and sole discretion, enter into separate agreements with another non-profit foundation or organization related to LAFC's payment obligations or right to use of facilities; provided however, that such separate agreements shall not relieve LAFC from its obligations to the District.

6 years &
9 mos.
(Dec. 2017)

The Los Angeles Premier FC shall reduce field usage by a specific number of days to be approved by the District each month from the amount specified in the "Agreement for Improvement of the La Cañada High School Sports Complex" dated June 2, 2003, at the beginning of each month or each quarter of that total reduction amount. The District shall monitor field usage to ensure that outside user groups other than Gladiator usage as specified in the "Agreement for Improvement of the La Cañada High School Sports Complex" dated June 2, 2003, do not access the field during the time so reduced by the LA Premier FC.

2.2 Boosters Obligations. The Boosters, desiring to make a final funding contribution in exchange for ending its rights and obligations under the Agreement to Fund, shall pay into the District Account (as defined by the Agreement to Fund), the sum of Twenty Five Thousand Dollars (\$25,000) upon the Effective Date of this Amendment. Upon making such contribution, any and all rights or obligations of the Boosters under this Amendment, the Agreement to Fund, or the Agreement for Improvements, whatsoever, shall immediately cease.

2.3 District Obligations. The District will continue to fund the District Fund (as defined by the Agreement to Fund) pursuant to the terms of the Agreement to Fund. In the event the funds in the accounts are insufficient for the repair and replacement purposes for which they were established at the time the District determines, pursuant to the Agreement to Fund, that the artificial turf surface needs to be repaired or replaced, the parties hereto (except for the Boosters, provided the Boosters has in fact made its final funding contribution pursuant to Section 2.2) shall meet to determine what further funding made or steps shall be taken to best address the need for such repair or replacement.

3. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Amendment as though fully set forth herein and are integral parts of this Amendment and not mere recitals of facts.

4. CONSTRUCTION OF AGREEMENT

The parties agree that this Amendment was jointly prepared through negotiations of the parties and the provisions of the Amendment are not to be strictly or liberally construed for or against any of the parties.

5. BINDING EFFECT; PARTIAL INVALIDITY

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment, the Agreement to Fund, or Agreement for Improvement.

6. FULL FORCE AND EFFECT

The Agreement to Fund and Agreement for Improvement are hereby modified with respect to the terms set for the herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement to Fund and Agreement for Improvement shall remain unmodified and in full force and effect as originally executed by the parties thereto.

7. COUNTERPARTS AND FACSIMILE SIGNATURES

The parties agree that this Amendment may be executed in counterparts and that each fully executed copy of the Amendment shall have the same binding force and effect as an original. The Parties further agree that facsimile signatures shall have the same force and effect as original signatures.

8. INCONSISTENCIES

In the event of any inconsistency between the terms of this Amendment and those of the Agreement to Fund and Agreement for Improvement, the terms of this Amendment shall control, then the Agreement to Fund, and then the Agreement for Improvement, in that order.

9. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed given on the date sent if delivered by hand or by facsimile, on the next business day if sent by overnight courier, prepaid, to each party at the following address (or such other address as a party may specify by notice under this subparagraph):

If to the Foundation:

The LAFC Foundation

Attention: Don Sheppard

Facsimile No. _____

If to the District:

La Cañada Unified School District

4490 Cornishon Avenue

La Cañada, CA 91011

Attention: Superintendent

Facsimile No. 818-952-8331

If to the Boosters Association:

La Cañada High School Boosters Association

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement to Fund and Agreement for Improvement.

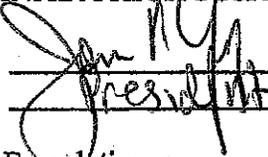
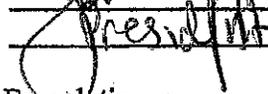
LA CANADA UNIFIED SCHOOL DISTRICT

By: _____
Its: _____

ARROYO UNITED FOUNDATION, a California not-for-profit-corporation

By: _____
Its: _____

LA CANADA HIGH SCHOOL BOOSTER ASSOCIATION

By:  _____
Its:  _____

LAFC Foundation, a _____

By: _____
Its: _____

AGREEMENT TO FUND

**AGREEMENT BETWEEN THE ARROYO UNITED FOUNDATION,
THE LA CANADA HIGH SCHOOL BOOSTER ASSOCIATION,
AND THE LA CANADA UNIFIED SCHOOL DISTRICT**

This Agreement ("Agreement") is entered into between the La Canada Unified School District ("District") the La Canada High School Boosters Association ("Boosters"), and the Arroyo United Foundation ("Foundation") referred to herein individually as "Party" and collectively as the "Parties." The purpose of this Agreement is to provide funding to repair or replace the artificial turf surface of the varsity football/soccer field on the La Canada High School campus.

RECITALS

WHEREAS, the Foundation is a non-profit organization that has contributed funding and other assistance for public benefit purposes to the La Canada Unified School District and other agencies.

WHEREAS, the Boosters is an association of community members and La Canada High School supporters organized to benefit the athletic programs, activities, and facilities of La Canada High School.

WHEREAS, on or about June 2, 2003, the Foundation, District, and La Canada High School entered into the Agreement for Improvement of the La Canada High School Sports Complex ("Agreement for Improvement") by which the Foundation provided funds for the benefit of the District and La Canada High School to reconfigure and enlarge an existing football/soccer field, and all weather track, including the replacement of the existing grass surface with an artificial surface, and make other improvements to the varsity football/soccer field at La Canada High School ("Varsity Athletic Field").

WHEREAS, Section 4(i) of the Agreement for Improvement provides for an annual payment of \$8,000 for the duration of the term of the facilities lease to be paid by Foundation directly into a separate fund account to be administered by the Boosters to help pay the cost to repair or replace the artificial turf at La Canada High School.

WHEREAS, the Parties intend by way of this Agreement to establish a separate fund account contributed to by the Foundation and the Boosters and a discrete fund within the District's fund to deposit rental and lease funds generated by the Athletic Field which will be used exclusively to fund the repair or replacement of the artificial turf surface of the Varsity Athletic Field.

AGREEMENT

Therefore, in consideration of the mutual promises contained herein and for other good and valuable consideration as set forth below, the sufficiency of which is acknowledged, the parties hereby agree, warrant and represent as follows:

1. The Boosters will establish a separate fund account to be administered by the Boosters, which will be an interest-bearing, single-purpose segregated trust account ("Booster Account"). The Booster Account will be established by January 1, 2005.
2. The District will establish an unrestricted separate and discrete line item ("District Fund") within the funds of the District for the purpose of depositing all net proceeds, excluding any District Direct Costs, as defined in Education Code section 38134(g), collected for the use of the Varsity Athletic Field under the Civic Center Act (Education Code section 38130 et. seq.). The District Fund will be established by January 1, 2005 and will be used exclusively to contribute to the repair or replacement of the artificial surface of the Varsity Athletic Field.
3. On or before January 15, 2005, the Foundation will make a contribution of \$16,000 (sixteen thousand dollars) for deposit into the Booster Account. The Foundation further will deposit \$8,000 (eight thousand dollars) per year to the Booster Account due and payable on January 15 of each subsequent year beginning on January 15, 2006, and ending on January 15, 2018. The total contributions by the Foundation shall amount to \$120,000 (one hundred and twenty thousand dollars).
4. On or before January 15, 2005, the Boosters will deposit \$10,000 (ten thousand dollars) into the Booster Account. The Boosters further shall deposit \$5,000 (five thousand dollars) per year to the Booster Account due and payable on January 15 of each subsequent year beginning on January 15, 2007, through January 15, 2018. The total contributions for the Boosters shall amount to \$75,000 (seventy-five thousand dollars).
5. The Parties agree that the purpose of the funds in Booster Account and the District Fund is for the repair or replacement of the artificial turf surface of the Varsity Athletic Field. The Parties anticipate that the artificial turf surface will have a useful life of approximately 12 to 15 years based on an assumption of full usage during the period of its useful life. The Parties agree that funds in the Booster Account and District Fund may not be used for any other purpose, including maintenance in connection with the improvement and use of the track and field and varsity football facilities at La Canada High School.
6. The District, in its discretion, shall determine the actual useful life of the artificial turf. This decision will be based on a reasonable assessment of the condition of the artificial turf and the health and safety of students and other community members using the field. The District will be responsible for all aspects of the field repair or replacement, including development of plans and specifications and all necessary steps in securing and approving the contract for repair or replacement of the field.

7. **Withdrawal from the Booster Account to repair or replace the artificial turf shall require the signature of the designees for the District, the Foundation, and the Boosters. The parties shall not unreasonably withhold authorization or execution to withdraw from the Booster Account.**

8. **If at the time of the complete replacement of the artificial turf for the Varsity Athletic Field, at the end of its useful life, excess funds exist in the Booster Account or the District Fund, then such funds shall be maintained in the Booster Account and District Fund for subsequent repair or replacement of the artificial turf. If the funds in the Booster Account and the District Fund are insufficient to replace the entire artificial turf surface the Parties shall work together to raise sufficient additional funds to replace the entire artificial turf surface for the Varsity Athletic Field.**

9. **Complete Agreement. This Agreement contains all of the terms and agreements of the parties relating to the Facilities, the Improvements and the transactions contemplated by this Agreement, and supersedes any previous written and oral understandings, agreements or representations.**

10. **Representations and Warranties. Each party represents and warrants to the other parties that, following approval of this Agreement by the Governing Board:**

- (a) **Such party is duly authorized, and has all necessary power, authority and approvals, to execute and deliver this Agreement and to perform all of its obligations under this Agreement;**
- (b) **The execution, delivery and performance of this Agreement does not violate or constitute a breach under any agreement or contract that bind such party or to which such party is subject.**
- (c) **The execution, delivery and performance of this Agreement does not violate any law, rule or regulation to which such party is subject; and**
- (d) **This Agreement is legal, valid and binding on such party and is enforceable against such party in accordance with its terms.**

11. **Severability. Each provision of this Agreement is intended to be severable. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or otherwise unenforceable, the same shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, unethical, illegal or otherwise unenforceable provisions had never been contained therein.**

12. **Modifications. No provision in this Agreement may be changed in any other manner except by a written agreement signed by the parties.**

13. **Successors. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective successors and assigns.**

14. Governing Law. This Agreement shall be governed in all respects by the laws of the State of California.

15. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given on the date sent if delivered by hand or by facsimile, on the next business day if sent by overnight courier, prepaid, to each party at the following address (or such other address as a party may specify by notice under this subparagraph):

If to the Foundation:

The Arroyo United Foundation
400 Georgian Road
La Canada, CA 91011
Attention: Don Sheppard
Facsimile No. (818) 952-5660

If to the District:

La Canada Unified School District
5039 Palm Drive
La Canada, CA 91011
Attention: Dr. Sue Leabo
Facsimile No. _____

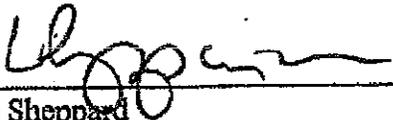
If to the Boosters Association:

La Canada High School Boosters Association

16. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.

17. Effective Date. The effective date of this Agreement shall be the date upon which the last party approves and executes this Agreement.

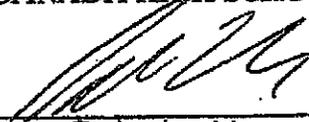
ARROYO UNITED FOUNDATION,
a California not-for-profit corporation

By: 
Don Sheppard
President

LA CANADA UNIFIED SCHOOL DISTRICT

By: 
Name: Sue Leabo
Title: Superintendent

LA CANADA HIGH SCHOOL BOOSTER ASSOCIATION

By: 
Name: Paul Woolls
Title: President

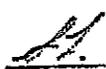
AGREEMENT FOR IMPROVEMENTS

**Arroyo United Foundation
Agreement for Improvement of LCHS Sports Complex**

This agreement ("Agreement") is entered into as of June 2, 2003 by and among the Arroyo United Foundation ("Foundation"), the La Canada Unified School District ("District") and La Canada High School ("High School") in connection with the improvement and use of the track and field and varsity football facilities at the High School ("Facilities"). The Foundation, the District and the High School are sometimes referred to herein individually as a "party" and collectively as the "parties". The Foundation, the District and the High School agree as follows:

1. Board Approval: Effectiveness. The District will place this Agreement on the agenda for the June 3, 2003 meeting of the La Canada Unified School District Governing Board ("Board"). The effectiveness of this Agreement is conditioned on approval by the Board at its meeting on June 3, 2003. Absent such approval, this Agreement shall be null and void and not binding on any party.
2. Arroyo Foundation Funds:
 - (a) Amount and Purpose: The Foundation will make funds ("Improvement Funds") available for the benefit of the District and the High School in connection with the Improvements (as defined below) in an amount equal to the actual cost of the Improvements. The Foundation is making the Improvement Funds available for the exclusive purpose of paying the costs of designing and constructing the Improvements and the Improvement Funds will be available for no other purpose.
 - (b) Payment of Improvements: The Foundation will make direct payments to any designers, contractors or installers hired in connection with the Improvements.
3. Improvements.
 - (a) Description. The Improvement Funds will be used by the Foundation for the benefit of the District and the High School for the exclusive purpose of making the following improvements (collectively, "Improvements") in the following order of priority:
 - (i) Reconfigure and enlarge the existing varsity football/soccer field to provide for a larger playing surface appropriate for high school football and soccer, and replace the existing grass surface with artificial turf, including the necessary preparation work, such as grading, drainage and underlayments; and
 - (ii) Remove the existing 440-yard cinder track and the existing field event facilities (high jump, long/triple jump, pole vault and shot put) and install a new all-weather 400-meter track and new field

June 19, 2003

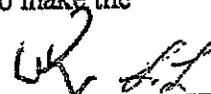


 Initials Initials

event facilities, including any necessary preparation work, such as grading, drainage and underlayments.

- (b) Useful Life and Maintenance. The parties anticipate that the artificial turf selected will have a useful life of approximately 12 to 15 years based on an assumption of full usage over the period of its useful life. Discussions with the likely supplier of the artificial-turf indicate that the supplier will guarantee the turf for eight years from the date of installation. Annual maintenance costs will be minimal. Assuming that the field is permanently lined (which is what the parties anticipate doing), the only required regular maintenance for the artificial turf is grooming the surface with a seven-foot long "groomer" tool provided by the artificial turf supplier. The groomer tool attaches to the back of a tractor and is pulled across the surface of the field as needed. The all-weather track requires no material maintenance.
- (c) Timing. The Foundation, the District and the High School would like to begin the design and construction of the Improvements as soon as the parties have sufficient information to establish an accurate schedule. Representatives of the Foundation, the District and the High School will meet, confer and establish a project schedule when they have sufficient information to make a final decision on phasing and timing. If feasible, the parties intend to adhere to a schedule that would result in the playing field's completion and availability for use no later than October, 2003 and the artificial track's completion and availability for use before the track and field season commences in 2004. The parties agree that the Project is a high priority with fast track status which will require the School District's prompt attention and approval in order to meet the timeframe specified above.
- (d) Approval by the District and the High School. The design and plans and specifications for the Improvements, any company to be engaged in connection with the design, manufacture or installation of the Improvements, the insurance coverage of each such company and any contracts entered into between the Foundation and any such company with respect to the Improvements are subject to the prior written approval of the District and the High School. The design and installation must comply with all applicable laws. Any contract or agreement relating to the design, manufacture or installation of the Improvements will be a direct agreement between the Foundation and the applicable company providing services or materials in connection with the Improvements.
- (e) Lease of Facilities; Assignment of Rights and Warranties. The District and the High School hereby lease the Facilities to the Foundation, and hereby grant a right of entry to the Facilities to the Foundation, for the purpose of permitting the Foundation and its contractors to make the

June 19, 2003

-2-


Initials Initials

Improvements ("Improvement Lease"). The Improvement Lease is non-exclusive, but with a 72 hour prior notice, the Foundation and its contractors have the right to shut off, control and exclude access to the Facilities during the course of the construction of the Improvements as necessary to protect the safety of the public and to protect the job site from damage. The term of the Improvement Lease commences on June 20, 2003 and extends until the earlier of (i) September 30, 2003, or (ii) the date the Improvements are completed. Upon the completion of the Improvements, the Improvements will be the sole and exclusive property of the District and the High School. In addition, the Foundation will assign to the District and the High School all of its rights, title and interest in and to any contracts entered into by the Foundation in connection with the Improvements, including all warranties and guarantees thereunder. The rent payable to the High School for the term of Improvement lease is ten dollars (\$10) payable by June 23, 2003.

4. Facilities Lease. In consideration of the Improvement Funds, the Foundation's construction of the Improvements for the benefit of the District and the High School, and the Annual Usage Rent (as defined below), the District and the High School hereby lease the Facilities to the Foundation, and hereby grant a right of entry to the Facilities to the Foundation, on the following terms and conditions ("Facilities Lease"):

- (a) Term. The term of the Facilities Lease commences on June 20, 2003 and expires on June 19, 2018
- (b) Rent. The rent being paid to the District and the High School under the Facilities Lease is both the Improvement Funds being expended by the Foundation for the District's and High School's benefit at the outset of the term, as well as the Annual Usage Rent.
- (c) Times of Usage. Under the Facilities Lease, the Foundation shall have first right of use of the Facilities subject to the provisions of paragraphs 4(f) and 4(g) below from 5:30 p.m. to 9:30 p.m. on all weekdays and all day on all Saturdays, Sundays and holidays. The Foundation will notify the High School by October 1, or sooner if practical, of each year during the term of the Facilities Lease which of the leased times/dates will actually be used by the Foundation during that school year (October 1 to September 30). During those times/dates designated by the Foundation, the Foundation shall have exclusive use of the Facilities, subject to the provisions of paragraphs 4(f) and 4(g) below.
- (d) Purpose of Facilities Lease. The Foundation will use the Facilities during the term of the Facilities Lease only for youth sports practices, training, games, tournaments and events. For this purpose, "Foundation" includes any youth sports organization supported by the Foundation as identified to the High School and the District by the Foundation from time to time.

June 19, 2003

-3-

 
Initials Initials

- (e) Permits. Although not a condition to the Foundation's use of the Facilities under the Facilities Lease, upon request of the Foundation, the District and the High School will issue such permits as the Foundation may reasonably request to evidence the Facilities Lease and its rights of usage vis-à-vis other authorized users of the Facilities.
- (f) High School Events. Notwithstanding the Facilities Lease, and the Foundation's rights of usage thereunder, the High School shall have the right to use of the Facilities for school related activities at all times, including times when the Foundation would otherwise have rights of usage under the Facilities Lease, and the Foundation's rights of usage shall be subordinate to the High School's right to use the Facilities for school related activities. In order to avoid conflicts to the extent reasonably possible, the Foundation, the District and the High School will meet prior to October 1 of each school year to establish a calendar for usage, though both parties recognize that the calendared dates may change over the course of the year.
- (g) Other Users.
- (i) Gladiator Football, who have traditionally used the Facilities for Saturday home football games during the Fall, will have the opportunity to continue such usage, provided that the type, amount and level of such usage does not exceed the 2003 approved times (see Appendix A).
- (ii) During times the Facilities are not used by the District, the Foundation or the Gladiators, the District may permit use of the Facilities by other users.
- (h) No Conflicts. The District and the High School agree not to grant any future right to use the Facilities that would conflict with, or be inconsistent with, the Facilities Lease. The District and the High School represent and warrant that, except for the Gladiators Football as noted above, neither the District nor the High School has granted any other rights of usage that would conflict with the rights of usage granted to the Foundation under the Facilities Lease.
- (i) Annual Lease Payment. After completion of the Improvements, the Foundation will make an annual lease payment in the amount of \$8,000 ("Annual Use Rent") for the duration of the term of the Facilities Lease. The Annual Lease Payment will be paid on January 15th of each year, commencing on January 15, 2004. The Annual Lease Payment shall be paid directly into a separate fund account to be administered by the LCHS Boosters Association. The account will be an interest bearing, single purpose, segregated trust account. Funds in the account may be used only for the purpose of replacing the artificial turf surface of the varsity

football/soccer field when it reaches the end of its useful life. The funds in the account may not be used for maintenance of the Facilities or the Improvements.

- (j) Facility Lights. Under the Facilities Lease, the Foundation will have usage of the stadium lights during all hours that its usage of the Facilities requires lighting. The Foundation will reimburse the High School on a quarterly basis for the actual electricity costs incurred by the District or the High School attributable to the Foundation's usage. The High School or the District will make a meter available, at Foundation's expense, exclusively to record the Foundation's usage.
- (k) Custodial Costs. Personnel charges will be assigned as per the La Cañada Unified School District Facilities Use Permit process.

5. Miscellaneous.

- (a) Complete Agreement. This Agreement contains all of the terms and agreements of the parties relating to the Facilities, the Improvements and the transactions contemplated by this Agreement, and supersedes any previous written and oral understandings, agreements or representations
- (b) Representations and Warranties. Each party represents and warrants to the other parties that, following approval of this Agreement by the Governing Board:
 - (i) Such party is duly authorized, and has all necessary power, authority and approvals, to execute and deliver this Agreement and to perform all of its obligations under this Agreement;
 - (ii) The execution, delivery and performance of this Agreement does not violate or constitute a breach under any agreement or contract that bind such party or to which such party is subject;
 - (iii) The execution, delivery and performance of this Agreement does not violate any law, rule or regulation to which such party is subject; and
 - (iv) This Agreement is legal, valid and binding on such party and is enforceable against such party in accordance with its terms.
- (c) Severability. Each provision of this Agreement is intended to be severable. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or otherwise unenforceable, the same shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, unethical, illegal or otherwise unenforceable provisions had never been contained therein.

- (d) Modifications. No provision in this Agreement may be changed in any other manner except by a written agreement signed by the parties
- (e) Successors. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective successors and assigns.
- (f) Governing Law. This Agreement shall be governed in all respects by the laws of the State of California.
- (g) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given on the date sent if delivered by hand or by facsimile, on the next business day if sent by overnight courier, prepaid, to each party at the following address (or such other address as a party may specify by notice under this subparagraph):

If to the Foundation:

The Arroyo United Foundation
400 Georgian Road
La Canada, California 91011
Attention: Don Sheppard
Facsimile No.: 818-952-5660

If to the District:

La Canada Unified School District
5039 Palm Drive
La Canada, California 91011
Attention: Dr. Sue Leabo
Facsimile No.: _____

If to the High School:

La Canada High School
4463 Oak Grove Drive
La Canada, California 91011
Attention: Dr. Mike Leininger
Facsimile No.: _____

- (h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.
- (i) Indemnity. The Foundation hereby agrees to indemnify and hold the District and the High School harmless from any loss, cost, damage, claims or liabilities ("Liabilities") suffered by either of them arising out of the Foundation's entry onto the Facilities in connection with the

Improvements, the Foundation's work in constructing the Improvements or the Foundation's use of the Facilities under the Improvement Lease or the Facilities Lease, excluding Liabilities arising out of the District's or High School's own acts or active negligence.

- (j) No Warranty. The Foundation is making no warranties, express or implied, with respect to the Improvements, including, without limitation, warranties of fitness for any particular purpose or warranties of utility, quality, serviceability or merchantability. Accordingly, following delivery of the completed Improvements, the District and the High School shall look exclusively to the warranties, guarantees and other rights being assigned to the District or the High School by the Foundation under the contracts relating to the Improvements with respect to all such warranties.
- (k) Insurance Requirements. The Foundation hereby agrees to take out and maintain, or cause its contractors, suppliers or supported youth sports groups, as applicable, to take out and maintain, insurance reasonably acceptable to the District and the High School in order to protect the District and the High School from claims arising out of the Foundation's, or its contractors', suppliers' or supported youth organizations', entry onto the Facilities in connection with the Improvements, the Foundation's work in constructing the Improvements or the use of the Facilities under the Improvement Lease or the Facilities Lease. The insurance described in the certificate(s) attached hereto as Appendix B and incorporated herein by this reference are acceptable to the District and the High School.

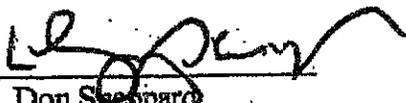
June 19, 2003

-7-

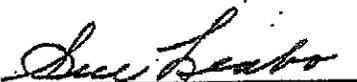
 
Initials Initials

- (1) Arbitration. All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be referred to mediation according to the rules of the American Arbitration Association. Notice of request for mediation shall be filed in writing with the other party to this Agreement. The request shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for mediation be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

ARROYO UNITED FOUNDATION,
a California not-for-profit corporation

By: 
Don Sheppard
President

LA CANADA UNIFIED SCHOOL DISTRICT

By: 
Name: Sue Leabo
Title: Superintendent

LA CANADA HIGH SCHOOL

By: 
Name: MICHAEL LEININGER
Title: PRINCIPAL

ADDENDUM 1 TO LICENSE AGREEMENT

The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. LAPFC, as Licensee, acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, though or pursuant to this Agreement

Licensee acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Licensee against the District, or by the District against Licensee. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

LAPFC'S INITIALS: _____

Date: _____