

## GOLDEN 1 CENTER LICENSE AGREEMENT

The License Agreement ("The Agreement") is made and entered into this 7th of March, 2019, by and between Sacramento Downtown Arena LLC, a Delaware Limited Liability Company (herein called "**LICENSOR**") and Elk Grove Unified School District (herein called "**LICENSEE**").

WHEREAS, **LICENSEE** has requested to use certain facilities located at the Golden 1 Center, 500 David J Stern Walk, Sacramento, CA 95814 (the "Arena"); and

WHEREAS: **LICENSOR**, in consideration of the covenants and agreements herein contained, and of their faithful performance by the **LICENSEE**, agrees to furnish said facilities during the hours and upon the dates and subject to the conditions, covenants and agreements hereinafter specified.

NOW, THEREFORE, **LICENSOR** and **LICENSEE** agree as follows:

1. Basic Terms and Conditions.

- A. Premises: Golden 1 Center, 500 David J Stern Walk, Sacramento, CA 95814.  
Purpose: **LICENSOR** hereby grants permission to the following **LICENSEE**

<b>LICENSEE:</b>	Elk Grove Unified School District
ADDRESS:	9510 Elk Grove-Florin Road Elk Grove, CA 95624
PHONE NUMBER:	(916) 686-5085
FAX NUMBER:	(916) 686-7796

to use and occupy the Arena and the Facilities, as provided in paragraph 2 below, utilizing the trade name designated above, for the following purpose(s) (the "Event") and no other, and **LICENSEE** agrees to pay for use of the Arena and Facilities the fee(s) as provided herein.

Event:	Nine (9) Elk Grove Unified School District High School Graduations
Day/Time/date:	Sunday, May 26, 2019 (Load in) – Wednesday, May 29, 2019; Friday, May 31, 2019 Load Out Thursday, May 30, 2019 and back in Friday May 31, 2019
License Fee:	\$180,000 plus additional fees

*Additional Fees:* The **LICENSEE** shall also pay **LICENSOR** for all services and equipment rendered or provided for **LICENSEE'S** use of Arena including but not limited to stagehands, catering, rental equipment, and any other services or equipment required except as otherwise agreed. **LICENSOR** shall supply appropriate documentation of additional fees for **LICENSEE'S** review.

*Payment of Fees:* Upon Settlement of the Event

*Special Conditions:* The date of this event may be changed by the **LICENSOR** if it conflicts with a NBA playoff game.

2. Facilities. Subject to all of the terms and conditions of this License, the **LICENSEE** may use the Premises described in paragraph 1A above, including corridors necessary to accommodate patrons, and any permanent seating at present a part of the Arena, together with such regularly provided heat, water, light and janitor services as may be required for the use of the Arena for the stated purpose. The Arena and all of the facilities and services described in this paragraph 2 shall be collectively referred to herein as the "Facilities." For the use of any facilities or services not specified in this License, **LICENSEE** shall pay the amount as determined by **LICENSOR**. Notwithstanding the generality of this paragraph, **LICENSOR** shall have sole responsibility for

providing first class, safe and adequate Services hereunder.

3. Settlement. Unless otherwise mutually agreed, the **LICENSOR** and the **LICENSEE** shall settle their mutual accounts within 10 days of the **LICENSEE'S** use of the Facilities.
  
4. Liability Insurance. At its own expense, the **LICENSEE** shall procure and maintain comprehensive general liability insurance with broad form contractual liability coverage and with coverage limits of not less than \$2,000,000 combined single limit, per occurrence, and \$4,000,000 aggregate, including coverage for deprivation of civil rights or civil liberties, sexual harassment, defamation of character, libel, slander and other similar causes of action. At its own expense, the **LICENSEE** shall also procure and maintain property insurance covering any peril generally included in the classification "all risks" covering all merchandise, improvements made by **LICENSEE**, and personal property owned or leased by **LICENSEE** and located in the Premises, in an amount not less than ninety percent (90%) of their full replacement cost. These limits shall not limit the indemnities under Paragraph 5. All insurance shall be written with a company bearing a Best rating of not less than A:XII or a coverage agreement issued by a California public entity risk pool operating pursuant to Government Code section 990.4 et seq., and the **LICENSOR** and its partners, agents and employees shall be named as insured parties on such insurance. All such insurance shall include contractual liability coverage for the **LICENSEE'S** obligations under this **LICENSEE** and shall include a waiver of subrogation rights (by both **LICENSEE** and **LICENSEE'S** insurer) against both **LICENSOR** and **LICENSOR'S** insurer(s). The **LICENSEE** shall also procure and maintain workers' compensation insurance as required by law. The **LICENSEE** shall deliver to the **LICENSOR** certificates of all such policies not later than thirty (30) days prior to the Event. While the License continues in effect, such insurance shall provide for notice by the insuring carrier to the **LICENSOR** on nonpayment of premiums, and shall provide that such insurance will not be canceled, reduced or released except upon thirty (30) days' prior written notice to the **LICENSOR**. The **LICENSEE** shall promptly pay when due the cost of all such insurance and if the **LICENSEE** fails to do so, the **LICENSOR** may, at its option, pay the same and the **LICENSEE** shall reimburse the **LICENSOR** therefore either immediately upon demand, or as an additional fee as described in paragraph 1 above.
  
5. Indemnity.
  - A. The **LICENSEE** shall indemnify, defend and hold harmless the **LICENSOR** and its partners, agents, employees and representatives (collectively, the "Indemnities") against any liabilities, demands, claims, costs, losses, damages, recoveries, judgments, settlements and/or expenses (including, without limitation, interest, penalties, attorneys' fees (including incident to any appellate proceedings), accounting fees, expert witness fees, costs and expenses) incurred by Indemnitee (s), whether known or unknown, contingent or otherwise, directly or indirectly arising from or related to:
    - (1) All damage, loss, cost or expense that Indemnitees may sustain on account or as a result of any damage to or destruction of any property of the **LICENSOR**, the **LICENSEE**, or any other person; so long as arising incident to or as a result of this Agreement or the relationship between **LICENSOR** and **LICENSEE**;
    - (2) Any misrepresentations, breach of warranty, or the non-fulfillment of any obligation or covenant made by **LICENSEE** in this Agreement;
    - (3) Any fault or negligence by **LICENSEE** or its officers, directors, agents, employees or representatives; or
    - (4) Any non-compliance, by the **LICENSEE** or by its agents, employees, invitees, or patrons, with any term, condition, requirement, restriction or limitation imposed by or contained in **LICENSOR'S** Rules and Regulations;

- (5) Any injury to or death of any persons as a result of, arising out of, or in any way connected, directly or indirectly, with the use or occupancy, by the **LICENSEE** or by its agents, employees, invitees, or patrons, of the Facilities or of any of the **LICENSOR'S** other facilities
- B. The **LICENSEE** and its agents, employees and representatives shall conduct their activities on or about the Premises so as not to endanger any person or property. The **LICENSEE** will not do or permit to be done anything on or about the Premises, which will conflict with the conditions of any insurance policy covering the Premises or the Arena or property kept therein, or in any way increase any rate of insurance on the Premises or the Arena, or on any property kept therein.
- C. The **LICENSEE**, without the written consent of the **LICENSOR**, shall not put up or operate any engine, motor or machinery, or use burning fluids, camphene, kerosene, propane, naphtha, or gasoline for any purpose or any agent other than electricity for illuminating the Premises.
- D. In the event that any claim, demand, action, or cause of action is initiated, filed or asserted by a third party against **LICENSOR**, which claim(s) arise or result, directly or indirectly, from this Agreement or from the relationship established between **LICENSOR** and **LICENSEE** pursuant hereto, **LICENSEE** shall, notwithstanding any other provision herein to the contrary and notwithstanding the terms and conditions of any insurance acquired by **LICENSEE** pursuant hereto, reimburse **LICENSOR** and **LICENSOR'S** insurer for any costs or expenses which are incurred as a result of such claim, demand, action, or cause of action.
- E. Notwithstanding the foregoing or anything to the contrary contained herein, and notwithstanding the obligation of **LICENSEE** to pay for the costs of the defense of any legal action, including arbitration, which obligation shall include attorneys' fees reasonable incurred therefore, Indemnitees shall be entitled to select such counsel and to conduct such defense as they or any of them shall deem reasonable and appropriate.
- F. **LICENSOR** and **LICENSEE** specifically acknowledge and agree that this paragraph 5, in its entirety, shall survive the expiration or earlier termination of this Agreement.
6. Extra Personnel. The **LICENSOR** retains the right to determine the number, type and source of all personnel that shall be required for the Event, including, without limitation, those whose services shall be reimbursed by **LICENSEE** pursuant to paragraph 1 above.
7. Abandoned Property. If the **LICENSEE** fails to remove any of its property from the Premises by the time specified in paragraph 24 below, the **LICENSOR** may store the same and have a lien upon it for additional fees, as provided in paragraph 24 below, and/or reasonable charges of handling and storing such property. The lien shall attach to the property when the **LICENSOR** begins to store it. The **LICENSOR** shall have the right to satisfy its additional fees for handling and storage charges by selling the property after giving the **LICENSEE** written notice by certified mail at the **LICENSEE'S** last known address at least thirty (30) days before the sale. The proceeds of the sale shall first be applied to payment of expenses of the sale and then to the handling and storage charges. Any excess shall be applied first to any unpaid fees or expenses accrued by the **LICENSOR** on behalf of the **LICENSEE** under this License and then the excess, if any, shall be paid to the **LICENSEE**.
8. Event Requirements. The **LICENSEE** shall file with the **LICENSOR**, at least ten (10) days prior to holding the Event, a full and detailed outline of all facilities required, all stage requirements, the hall and chair set up and other such information as may be required, by the **LICENSOR** concerning the Event.
9. Compliance with Laws. The **LICENSEE** shall comply with all applicable laws, charters, codes, ordinances, rules and regulations of the United States (including but not limited to, all the requirements of the Americans

with Disabilities Act as it applies to places of public accommodation and to employers), the State of California, the County of Sacramento and the City of Sacramento, and the **LICENSOR'S** Rules and Regulations and shall not do or suffer to be done on the Premises any act or omission in violation of applicable laws, rules or regulations. The **LICENSEE** hereby acknowledges and agrees that it has received and reviewed a copy of **LICENSOR'S** Rules and Regulations.

10. Permits and Licenses. The **LICENSEE** shall obtain all permits or licenses required with respect to the Event by any applicable laws, charters, codes, ordinances and rules and regulations.
11. Defacement of Property. The **LICENSEE** shall not do, or cause or permit to be done, upon the Premises or in the Arena anything that will tend to injure, mar or in any manner deface the Premises, the Arena or any property therein, and will not drive or install or cause or permit to be driven or installed any nails, hooks, tacks or screws into any part of the Arena buildings and will not make or cause or allow to be made any alterations of any kind on the Arena buildings or any equipment of the Facilities.
12. Advertising.
  - A. The **LICENSEE** hereby grants and conveys to the **LICENSOR** permission and authority for the **LICENSOR** to use the name(s), trademarks, trade names, copyrights, logos, service marks and other intellectual property rights (collectively, the "Marks") of **LICENSEE** and of any entertainer(s) whose services form the basis for this License, so long as such use of the Marks is intended to promote, market or advertise the Event.
  - B. The **LICENSEE** may distribute or circulate, but not sell, advertising materials or programs (but no food, beverage or other merchandise) at the entrance to the Premises, or in or about any area of the Arena approved by the **LICENSOR**, provided that such advertisements or programs pertain to the immediate attraction for which this **LICENSE** is granted. All advertising of the Event, regardless of the means or manner of such advertising, is subject to the **LICENSOR'S** review and approval, and no advertising will take place that has been specifically disapproved by the **LICENSOR**.
13. Broadcasting. No performance or event presented in the Arena shall be broadcast or televised or in any manner recorded for reproduction without the prior written consent of the **LICENSOR**. As a condition to granting consent to radio or television broadcasting or recording of the Event, the **LICENSOR** reserves the right to receive a portion of any income receivable by the **LICENSEE** from the broadcasting or recording, in an amount to be agreed upon.
14. Utilities and Utility Connections. As part of the Facilities, the **LICENSOR** shall furnish, at the **LICENSOR'S** expense, reasonable heat or air conditioning for the Premises, such electric power as is available through installed fixtures and outlets, house lighting, water by means of regularly installed fixtures for toilet and drinking purposes only and routine janitorial service. The **LICENSOR** shall not be liable for any delays, failures or accidents, which may affect such services and facilities. Unless otherwise authorized by the **LICENSOR**, all plumbing, electrical or carpentry work required to be done on the Premises or the Arena in connection with the **LICENSEE'S** use shall be done or furnished by a contractor approved by the **LICENSOR**. The **LICENSEE** shall pay such a contractor for such work on the basis of the rates on file in the **LICENSOR'S** business office.
15. Civil Rights. The **LICENSEE** shall not discriminate against any employee or any applicant for employment because of race, national origin, color, religion, ancestry, sex, age or physical handicap not related to job performance, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public. The **LICENSEE** shall be solely responsible for compliance with the provisions of the Americans With Disabilities Act concerning employers and places of public accommodation, including, but not limited to, the furnishing of auxiliary aids and services to the Event's audience or participants and the removal of architectural and communications

barriers, unless the removal of such barriers is solely within the control of the **LICENSOR**.

16. Opening Hours. The **LICENSEE** must be ready, willing and able to open the doors for admission of the public to each performance at the advertised time, unless otherwise approved by the **LICENSOR**. The opening of entrance doors to the public shall be in the control of the **LICENSOR**, in mutual consultation with **LICENSEE**.
17. Occupancy; Disruption and Cancellation of License.
- A. Any natural disaster, fire, war, rebellion, scarcity of water, riot, labor dispute, scarcity of labor, failure of carriers to transport or furnish facilities for transportation or any order of any governmental agency or any other unforeseeable event beyond the **LICENSOR'S** control which shall prevent the **LICENSOR** from providing the Facilities to the **LICENSEE** for its use on the date or dates specified shall excuse the **LICENSOR** from its obligations under this License. The **LICENSEE** shall pay for the use of the Facilities up to the time the **LICENSOR** is unable to further provide the use of the Facilities. In any of the circumstances listed in this paragraph, the **LICENSOR** shall not be liable to the **LICENSEE** because the **LICENSEE** is not able to use the Facilities.
  - B. Any of the events listed in the previous subparagraph 17A beyond the **LICENSEE'S** control that prevent **LICENSEE** from using the Facilities on the date or dates specified shall excuse and relieve the **LICENSEE** from its obligations under this License to the extent such events prevent the **LICENSEE** from using the Facilities. In any of such circumstances, the **LICENSEE** shall not be liable to the **LICENSOR** because the **LICENSEE** is not able to use the Facilities; provided, however, the **LICENSEE** shall pay for the use of the Facilities for the time the **LICENSEE** is able to use the Facilities.
  - C. Subject to this paragraph 17 for events beyond the **LICENSEE'S** control, if the **LICENSEE** shall cancel this License, the **LICENSOR** shall have all of the remedies specified in paragraph 20 of this License.
  - D. The **LICENSOR** has the unqualified right to cancel this License at any time without refunding any money paid thereunder, and without paying for any loss or damage to the **LICENSEE**, if the **LICENSEE** has misrepresented in any manner or in any degree the type or nature of the Event, if such misrepresentation in any manner influenced the **LICENSOR** to enter into this License. The **LICENSEE** hereby agrees that the **LICENSOR** is the sole judge of whether or not such misrepresentations did so influence it in entering into this License. The **LICENSEE** agrees to pay to the **LICENSOR** any and all amounts necessary to reimburse the **LICENSOR** for any losses, including foregone income, incurred by the **LICENSOR** in reliance upon representations of the **LICENSEE**.
18. General Conditions
- A. Unless otherwise specified in writing, the **LICENSOR** shall have the right to schedule other similar events both before and after the dates of the Event provided for in this License Agreement without notice to the **LICENSEE**.
  - B. All stage dimensions and placement, platforms and towers and special rigging requirements will be approved by **LICENSOR** prior to move-in.
  - C. No additional seating may be added beyond approved seating set-up without written approval by **LICENSOR**.
  - D. The **LICENSEE** shall be responsible for keeping all exits and aisles clear and free of obstructions at

all times.

- E. When stage lighting is not sufficient to illuminate the audience, the level of illumination in the seating area must be maintained at a level sufficient to assure surveillance and safety of the audience. When a blackout is necessary in the production, its duration will be kept to an absolute minimum. Light levels will be under the control of the **LICENSOR'S** House Electrician who will be under the direction supervision of **LICENSOR**.
- F. A list and inventory of all souvenir and novelty items to be sold will be submitted by the **LICENSEE** to the **LICENSOR**. Notwithstanding **LICENSOR'S** Rules and Regulations, all gross revenues derived from sales of **LICENSEE'S** souvenirs and novelties shall be retained 100% by **LICENSEE**. **LICENSEE** shall staff merchandise stands. **LICENSOR** has the exclusive right to sell flowers.
- G. The **LICENSEE** is liable for, unless appropriately exempted, and shall pay, any and all municipal, county, state or federal taxes which are required to be paid with respect to the Event, whether in the nature of a sales tax, amusement tax, occupation license or any other kind of tax or fee, whether arising from the sale of tickets or the employment or engagement of persons or agencies to provide a service in support of the use of the Arena by the **LICENSEE**. Further, the **LICENSOR** is hereby granted a lien upon both all money taken in from the sale of tickets to the Event and the License Deposit, with the right to take from such money such sum as is necessary to pay for any taxes or fees or any other liability incurred by the **LICENSEE** in connection with this use of the Arena under this License.
- H. The **LICENSOR'S** authorized representative will have charge and authority over the Event. The **LICENSEE**, its agents and employees shall cooperate with the **LICENSOR'S** authorized representative. The City or County of Sacramento Fire, Police and/or Sheriff Department Supervisors assigned by the **LICENSOR** may take all necessary precautions to avoid any and all disturbances to the extent of cancellation prior to the performance or termination of the performance in progress should it become necessary to ensure the safety of the public or property. The **LICENSOR'S** decision in all matters pertaining to this paragraph will be final. The **LICENSOR** shall not be responsible for any damage to property or injury to or death of any persons as a result of any such disturbance or any actions taken to avoid or control any such disturbance or for any losses incurred by the **LICENSEE** due to the cancellation or termination of a performance necessary to ensure the safety of the public or property except to the extent that such loss or cancellation is due to the negligence or willful misconduct of the **LICENSOR**, its employees, representatives or affiliates.
- I. The **LICENSEE** or its authorized representative must remain on the Premises as long as the licensed portion of the Arena building is open to the public.
- J. The **LICENSOR** and the **LICENSEE** acknowledge that in entering this License Agreement and License they are not in any way partners or joint ventures or in any way jointly interested in any mutual enterprise, but are to each other **LICENSOR** and **LICENSEE**, respectively, and occupy that status only.
- K. Except with respect to security directly engaged by Live Nation Worldwide, Inc., and/or the Artist, Licensor shall be responsible for preparing and implementing a security plan to protect all persons within the Arena and areas adjacent thereto (e.g., parking lots, plaza areas, etc.) and Licensor shall hire, direct, supervise and assume responsibility for all security personnel

Licensor agrees and acknowledges that Licensee shall not be liable or responsible for the activities and/or actions of the parties providing such security services.

19. Default. The following shall be events of default:
- A. Cancellation of the License by the **LICENSEE** - - except in case of one of the events specified in paragraph 17A beyond the **LICENSEE'S** control.
  - B. Default in payment - - failure to pay any amount specified within ten (10) days after it is due.
  - C. Default in other promises - - failure to comply with any other term or condition or to fulfill any obligation of the **LICENSEE** under this License (other than the payment of amounts specified) or failure to comply with **LICENSOR'S** Rules and Regulations, within ten (10) days after written notice to the **LICENSEE** specifying the nature of the default.
  - D. Insolvency - - insolvency of the **LICENSEE**, an assignment by it for the benefit of creditors, the filing by it of a voluntary petition in bankruptcy, an adjudication that it is bankrupt or the appointment of a receiver of its properties or the filing of an involuntary petition of bankruptcy.
20. Remedies of Default.
- A. In the event of a default, the **LICENSOR** may, at its option and without waiving any other rights to which it may be entitled, terminate this License by giving the **LICENSEE** three (3) days' written notice.
  - B. If this License is terminated by the **LICENSOR'S** election or otherwise, the **LICENSOR** shall, inter alia, be specifically entitled to the following remedy:

To recover all consideration to be paid by the **LICENSEE** under the terms of this License, to recover all reimbursable expenses incurred by the **LICENSOR** for the **LICENSEE'S** account in connection with this Agreement, and to seek all actual damages that the **LICENSOR** may suffer as a result of any default. The foregoing remedy shall be in addition to and shall not exclude any other remedy available to the **LICENSOR** at law or in equity.
  - C. Upon default by the **LICENSEE**, the **LICENSOR** shall have the right to remove all persons and property therefrom.
21. Attorneys' Fees. If a suit, action, proceeding, including an arbitration proceeding, is instituted by either party arising out of this License, the prevailing party in such suit, proceeding or action shall be entitled to, in addition to costs and disbursements, such additional sum as the Court may adjudge reasonable for attorneys' fees to be allowed at the trial and in any appeal therefrom.
22. Discretionary Matters. The decision affecting any matter not herein expressly provided for shall rest solely within discretion of the **LICENSOR**. All rights, including intellectual property rights, not expressly conveyed pursuant hereto, are retained by the party owning or otherwise entitled to such rights.
23. Agreement Contents: Modification: Authority. This License consists of this License Agreement and the **LICENSOR'S** Rules and Regulations, which are incorporated herein by this reference, and embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter hereof. No alteration or modification of terms hereof shall be valid unless made in writing and signed by authorized representatives of the parties hereto. Each of the individuals executing this License Agreement certifies that he or she is duly authorized to do so.
24. Expiration of License. At the expiration or termination of this License, the **LICENSEE** shall surrender the Premises and the Facilities and return to the **LICENSOR** all equipment and additional facilities procured from the **LICENSOR**; and the Premises, the Facilities and all equipment and additional facilities shall be in as good

condition and state of repair as before the **LICENSEE'S** use, except for acts of God and wear from ordinary use. On or before 2AM on June 1st, 2019, the **LICENSEE** shall remove all of its property from, in, on or about the Premises. The **LICENSOR** reserves the right to remove from the Premises all effects of whatever nature left by the **LICENSEE** after the expiration or termination of this License and, at the **LICENSOR'S** option, to charge additional license fees at the per day rate stated in this License Agreement, if the **LICENSEE** fails to immediately remove such effects after the **LICENSOR** gives written notice to the **LICENSEE** to do so. The **LICENSEE** agrees to pay the **LICENSOR** any amounts reasonably incurred by the **LICENSOR** to remove and/or store any effects left by the **LICENSEE** after expiration or termination of this License Agreement.

25. Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this License Agreement shall remain in effect.

26. Arbitration.

A. This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings or agreements in regard thereto. Any dispute(s) or difference(s) which arise during the course of this Agreement and which either involve its interpretation or meaning, or relate to performance required hereunder shall be submitted to and resolved by binding arbitration; provided, however, that the parties are not waiving and are expressly reserving their right to seek injunctive relief by judicial process. Nevertheless, the parties may, by subsequent consent, agree to submit requests for injunctive relief to an arbitrator or arbitration panel.

B. If either party shall, in the opinion of the other, be in breach of or default in the performance of any term or condition of this Agreement, the non defaulting party shall notify the defaulting party in writing of such fact, and the defaulting party shall have ten (10) days from the receipt of such notice to remedy or correct such breach or default. If the non defaulting party asserts that the breach or default has not been timely and properly cured, it may commence arbitration as described herein and ask the arbitrator to deem this Agreement terminated and/or to grant such relief as is shown to be appropriate.

C. In the event the parties are unable to agree upon an arbitrator to hear or resolve their differences (hereinafter the "Dispute"), each party shall designate one person licensed as an attorney in California. Said two attorneys shall select the neutral arbitrator. Unless agreed upon by the parties to the contrary, arbitration shall be by a single, neutral arbitrator (hereinafter the "Arbitrator")

D. If the two attorneys designated in the immediately preceding paragraph cannot agree on the selection of the Arbitrator, the matter of the selection of the Arbitrator shall be submitted to the presiding judge of the Sacramento County Superior Court. In such event, the selection shall be limited to one person from a panel of retired judges, each party hereto submitting three names for the court to consider and from which the Arbitrator shall be selected.

E. The Arbitrator shall have the full and absolute authority to interpret this Agreement, to deem conduct by the parties as either in compliance with or in breach of this Agreement, to terminate this Agreement, and (if a breach is found) to award appropriate damages or relief.

F. The Dispute shall be settled in accordance with then existing California substantive law. While evidence may be accepted, omitted, considered or excluded in the discretion of the Arbitrator, the Arbitrator shall be bound by the California rules of evidence and by the California Arbitration Act (CCP 1280 et seq.). The final decision of the Arbitrator shall be served on the parties, in writing, within 20 days after the conclusion of the arbitration hearing.

- G. The Arbitrator's decision shall be binding and conclusive. Neither party shall pursue, prosecute or otherwise file any legal action or proceeding (other than to seek injunctive relief as described above). Except as provided in CCP 1286.2, no appeal shall be taken from the Arbitrator's decision or from any subsequent court order confirming said decision.
- H. The parties shall equally advance the costs incurred by arbitration. The Arbitrator, however, shall have the discretion to award such costs as well as attorneys' fees to the party prevailing in the arbitration proceedings.
27. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed duly given if personally delivered or if sent by telex, telecopy, facsimile transmission with confirmation of such transmission or mailed by certified mail, postage prepaid, return receipt requested. Notices delivered personally or by telex, telecopy or fax shall be deemed communicated as of the date of receipt with confirmation of such fax. Mailed notices shall be deemed delivered three days after deposit in the mail. Notices as required hereunder shall be addressed to the parties as follows:

**LICENSEE:**

Elk Grove Unified School District  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
Attention: Libby Sidhu / Shannon Hayes, CFO  
Telecopier No.: (916) 686-7796  
Email: [lsidhu@egusd.net](mailto:lsidhu@egusd.net)

**LICENSOR:**

Sacramento Downtown Arena, L.L.C.  
500 David J Stern Walk  
Sacramento, CA 95814  
Attention: John Rinehart  
Email: [rinehart@kings.com](mailto:rinehart@kings.com)

With Copies to:

James Rasmussen, Senior Director of Arena Programming  
500 David J Stern Walk  
Sacramento, CA 95814

Jeffrey Dorso Senior Vice President and General Counsel  
500 J Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

28. Headings. The paragraph headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
29. Governing Law. This Agreement has been negotiated, executed and delivered in the State of California and will be construed and interpreted according to the laws of California.
30. Assignment. Neither this License nor any of the rights of the **LICENSEE** hereunder may be assigned, hypothecated or sub licensed in whole or in part without the written consent of the **LICENSOR**. Except as restricted by the preceding sentence, this License and all of the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

- 31. Conditions for Acceptance. This License shall have no force or effect whatsoever and shall not be binding unless and until the **LICENSEE** accepts the same by signing in the space provided and returning it to the **LICENSOR** at the address set forth herein on or before May 6, 2019, accompanied by (i.) any deposit(s) and fee(s), as specified above, that are required to be paid upon execution and delivery of this instrument, and (ii.) any required evidence of insurance, and the **LICENSOR** has accepted the License by signature of its authorized representative. If this License is not accepted, all deposits shall be returned immediately to the **LICENSEE**, except those amounts paid for reimbursable items for which liability has been incurred. Upon acceptance, the **LICENSEE** covenants and agrees to faithfully perform or abide by each and every provision, condition, restriction and limitation of this License Agreement. Failure to perform or abide by any such provision, condition, restriction or limitation shall be cause to terminate this License Agreement and all the **LICENSEE'S** rights hereunder.
  
- 32. Authority to Sign. If **LICENSEE** is a corporation or limited liability company, the person or persons executing the Agreement on behalf of **LICENSEE** covenant and warrant as of the date that **LICENSEE** executes and delivers this Agreement that: (a.) **LICENSEE** is a duly constituted corporation or limited liability company, as appropriate, and qualified to do business in California, (b.) **LICENSEE** has paid all applicable taxes and fees to the State of California, (c.) **LICENSEE** will file when due all future forms, reports, fees and other documents necessary to apply with applicable laws, and (d.) the signatories signing on behalf of **LICENSEE** have the requisite authority to bind **LICENSEE** pursuant to **LICENSEE'S** organizational documents.

Dated at Sacramento, California, this 7<sup>th</sup> day of March, 2019.

**LICENSEE**

**LICENSOR**

Elk Grove Unified School District

Sacramento Downtown Arena LLC,  
a Delaware Limited Liability Company

By \_\_\_\_\_

By \_\_\_\_\_

Its Authorized Representative

John Rinehart  
Its Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Date

Date