

LEASE AGREEMENT

CITY OF SAN BERNARDINO and SAN BERNARDINO SOCCER, LLC

CITY: CITY OF SAN BERNARDINO
300 North "D" Street
San Bernardino, CA 92418

LESSEE: San Bernardino Soccer, LLC (an entity to be formed)
280 S. E Street
San Bernardino, CA 92401

ADDRESS: San Bernardino Soccer Complex
2500 Pacific Street
Highland, CA 92346

TERM OF LEASE: Ten (10) Years with Options

COMMENCEMENT: October 1, 2015

1. **PARTIES.**

This Lease AGREEMENT (the "AGREEMENT") is entered into this 19th day of October, 2015, BY AND BETWEEN

the City of San Bernardino, a Charter City organized under the laws of the State of California, with an address of 300 N. "D" Street, San Bernardino, California (the "CITY");

AND,

San Bernardino Soccer, LLC ("LESSEE") (individually CITY or LESSEE may be referred to as a "PARTY" and collectively CITY and LESSEE may be referred to as the "PARTIES")

WHO AGREE AS FOLLOWS:

2. **PREMISES LEASED.**

CITY leases to LESSEE and LESSEE leases from CITY the San Bernardino Soccer Complex, a 47 acre soccer facility, including real property, and other improvements, with parking, located at 2500 Pacific Street, Highland, California 92346 ("PREMISES").

3. **TERM.**

The AGREEMENT's initial term ("INITIAL TERM") shall commence on October 1, 2015 ("COMMENCEMENT DATE") and end on September 30, 2025 ("ENDING DATE").

4. **OPERATION OF PREMISES**

4.1 **DEFINITIONS.**

4.1.1 **CAPITAL IMPROVEMENTS** – The term "CAPITAL IMPROVEMENTS" means newly constructed infrastructure, replacement, or renovations of an existing improvement. A "Capital Improvement" shall not include any expenditure for regular, ordinary, or routine maintenance or repair work or replacements and shall specifically exclude the following: individual or small-scale replacement of irrigation sprinkler heads or minor extension of an existing irrigation system; minor electrical

repairs; minor landscaping work not associated with a major improvement; and other routine maintenance and repairs.

4.1.2 GROSS REVENUES – The term “GROSS REVENUES” means all revenues from any business operations on the PREMISES generated by LESSEE or its vendors, concessionaires, contractors, subcontractors, agents, licensees, assignees, or sub-lessees that a Member of LESSEE (as such term is defined in California Corporations Code Section 17701.02) has an ownership interest in, including Diamond Concession, Inc., directly or cash or charge or non-cash (in-kind) amounts received, including all admission fees charged for entry to the PREMISES, parking fees for parking at the PREMISES, and all league or tournament entry fees for use of the PREMISES, during each calendar year less any state, local, or federal sales tax. The value of any non-cash consideration received by LESSEE shall be determined by LESSEE’s reasonable discretion. Each charge or sale or installment or credit or non-cash (in-kind) amount is to be treated as a sale for the month when LESSEE actually receives the payment. The term “GROSS REVENUES” shall include all GROSS REVENUES, fees, charges, non-cash, and other income generated by the by the sale of advertising or promotional activities at the PREMISES (collectively “Advertising Revenues”). The term “Advertising Revenues” shall include net cash revenue received by LESSEE from website, wall, scoreboard, and turf advertising. The term “Advertising Revenues” shall not include the value of non-cash items received by LESSEE that are valued at less than \$1,000, or team sponsorships, including without limitation, free samples, prizes, giveaways, team sponsorships on uniforms or t-shirts or any other items with an advertiser’s name or logo on it. The term “GROSS REVENUES” shall exclude credits and refunds for returned or exchanged merchandise, services performed unsatisfactorily, credits and amounts to settle claims for loss or damage to merchandise, or any sales, use, value added, excise or gross revenue tax imposed by any federal, state, or local governmental authority directly on sales and collected from customers. To the extent LESSEE subcontracts with any vendor, concessionaire or other third party to provide goods or services at the PREMISES, GROSS REVENUES shall only include the amounts actually collected from such vendor, concessionaire or third party by LESSEE.

4.2 CAPITAL IMPROVEMENT PROGRAM.

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LESSEE shall develop, implement and perform a comprehensive capital improvement program ("CI PROGRAM") for the PREMISES. The CI PROGRAM is subject to the review and reasonable approval of CITY. As described in detail below, this program shall contain a CI PROGRAM reserve fund, a CI PROGRAM work plan, and an accounting of work completed under the CI PROGRAM. At a minimum, the CI PROGRAM will include the following:

4.2.1 CI PROGRAM Reserve Fund. On December 31, 2015 and every three (3) months thereafter for the TERM of this AGREEMENT, the LESSEE shall deposit 5% of the GROSS REVENUES for the preceding three (3) months into an interest bearing bank account designated "CI PROGRAM Reserve Fund" (the "FUND"). LESSEE shall maintain adequate records for the FUND, the adequacy of which shall be determined in the sole discretion of the CITY. The FUND, maintained by LESSEE, is solely for LESSEE's completion of CAPITAL IMPROVEMENTS to the PREMISES during the TERM of the AGREEMENT. Upon the expiration or earlier termination of this AGREEMENT any unspent balance in the FUND shall be transferred to CITY.

4.2.1.1 On June 30, 2016 and each year thereafter during the TERM of this AGREEMENT, LESSEE shall provide to CITY an annual statement of GROSS REVENUES and of the FUND prepared by an independent certified public accountant. LESSEE shall maintain true, complete, and accurate books and records in respect to GROSS REVENUES and the FUND and, upon not less than ten (10) business days' prior written notice, LESSEE shall allow CITY or its representative reasonable access to LESSEE'S books and records for inspection and reproduction at reasonable business hours, at CITY'S sole cost and expense. At any reasonable time within three (3) years after receipt of LESSEE'S annual statements for GROSS REVENUES and the FUND, CITY may, at CITY'S sole expense, cause an audit to be made of LESSEE'S books and records for the period covered by such statement.

4.2.2 Annual Capital Improvement Plan. Not later than October 31, 2015 and every year thereafter, LESSEE shall provide to City Manager of CITY for approval a multi-year capital improvement plan (the "CI PLAN") detailing the time, manner and estimated cost for all maintenance projects that will be commenced or completed within the 12-month period beginning on the immediately following January 1st and including a budget for major items

to be completed in future years. Within thirty (30) days following receipt, CITY shall either approve or disapprove of the CI PLAN, and if CITY disapproves, the CITY and LESSEE shall in good faith negotiate and resolve any deficiencies any required changes to correct such deficiencies identified by CITY.

4.2.2.1 Initial Capital Improvement Contributions. In addition to the above, it is anticipated that significant CAPITAL IMPROVEMENTS will be proposed in the initial CI PLAN ("INITIAL CI PLAN"). The INITIAL CI PLAN should include a proposed contribution from the CITY's Soccer Complex Fund, or other CITY sources, not to exceed four hundred thousand dollars (\$400,000) ("INITIAL CITY CONTRIBUTION"), and a proposed contribution from the LESSEE that approximately doubles the proposed CITY contribution, not to exceed eight hundred thousand dollars (\$800,000) ("INITIAL LESSEE CONTRIBUTION"). Notwithstanding the foregoing, LESSEE shall not be required to make any matching contribution (double or otherwise) for any portion of the INITIAL CITY CONTRIBUTION that is used toward the payment of wages in excess of market rate, as reasonably determined by LESSEE, and the INITIAL LESSEE CONTRIBUTION will be reduced accordingly. The INITIAL CI PLAN should anticipate complete expenditure of the INITIAL CITY CONTRIBUTION and INITIAL LESSEE CONTRIBUTION by June 30, 2018. Any expenditure proposed to be funded by the INITIAL CITY CONTRIBUTION must comply with all federal, state, and local ordinances, regulations, and laws concerning the expenditure of public funds, including but not limited to those sections of the San Bernardino Municipal Code related to purchasing goods and services, and those sections of the Labor Code related to prevailing wage. LESSEE will be reimbursed by CITY for all expenditures funded by INITIAL CITY CONTRIBUTION in conformity with the INITIAL CI PLAN upon presentation of an invoice within forty-five (45) days. Failure by LESSEE to fully expend the INITIAL LESSEE CONTRIBUTION by June 30, 2018 shall constitute default under this AGREEMENT, unless the expenditure was delayed by events beyond LESSEE's reasonable control.

4.2.3 PREMISES Condition Report. Not later than June 30, 2018 and every five (5) years thereafter, CITY shall cause to be prepared a comprehensive report on the condition of the PREMISES ("REPORT"), conducted and prepared by an independent and reputable third party consultant mutually approved by the CITY and LESSEE. LESSEE shall pay up to FIVE

THOUSAND DOLLARS (\$5,000) towards the cost of the REPORT required to be prepared hereunder from the FUND with the CITY paying the balance of the cost. The REPORT, among other things, shall assess the quality of the capital improvements and maintenance of the PREMISES performed by LESSEE, shall identify any items of deferred maintenance and repairs, necessary capital improvements, and other deficiencies, and shall provide LESSEE with detailed recommendations to correct the identified deficiencies, to the reasonable satisfaction of CITY, within two (2) years of the receipt of the REPORT.

4.2.3.1 INITIAL PREMISES Condition Report. Not later than six (6) months after the Effective Date of this LEASE, LESSEE shall deliver to CITY a REPORT, in conformity with the requirements above, that details the initial condition of the PREMISES.

4.3 OPERATIONS

4.3.1 Maintenance and Operations. LESSEE shall maintain and operate the PREMISES to ensure public safety and enjoyment.

4.3.2 Quality of Service and Merchandise. LESSEE represents and warrants to CITY that LESSEE has the necessary experience and qualifications to operate the PREMISES. CITY reserves the right to notify LESSEE in writing of any deficiencies in the way services are offered to the general public and the appearance and condition of the PREMISES. Upon receipt of the notice, LESSEE agrees to cooperate with CITY to discuss remediation of any services found to be objectionable or inadequate to CITY.

4.3.3 Rates and Prices. The prices, fees and other costs LESSEE charges for services and merchandise shall be reasonable and comparable to rates charged for similar goods and services in the community. Upon request from the CITY, LESSEE shall provide to CITY the current list of prices, fees, and other costs charged by LESSEE. LESSEE shall include the list of current prices, fees and other costs charged by LESSEE with its annual CI PLAN for review.

4.3.4 Continuous Operation. LESSEE agrees to continuously market and operate the PREMISES during the TERM of this LEASE, and hold it open to the public for the purposes at the times and for the purposes set forth in

Section 9 below. If required as part of the CI PLAN, the CITY may authorize LESSEE to temporarily close the PREMISES.

- 4.3.5 Public Safety.** LESSEE shall maintain and operate the PREMISES to afford the highest practical degree of health, safety, and security for the public.
- 4.3.6 Alcohol Sales.** Nothing in this LEASE is intended to prohibit the sale of alcoholic beverages at the PREMISES subject to LESSEE's compliance with all applicable regulations and licensing requirements of the California Department of Alcohol Beverage Control and any other governmental agency, including CITY, having jurisdiction over such sale.
- 4.3.7 Former CITY Personnel.** To the extent practical, LESSEE shall offer employment to former CITY employees that worked at the PREMISES.
- 4.3.8 Sign Approval.** LESSEE shall secure CITY approval and shall fulfill CITY sign standards for any permanent signs to be placed on the PREMISES or anywhere else that refers to the PREMISES. As used herein, "permanent signs" shall include any sign attached to a building structure, or the ground in a manner that precludes ready removal or movement of the sign.
- 4.3.9 Credit in Promotional Materials and Signs.** LESSEE shall include the following in all promotional materials about LESSEE's relationship to the PREMISES, "'San Bernardino Soccer Complex' is operated in cooperation with the City of San Bernardino."
- 4.3.10 Naming Rights.** The current name of the PREMISES is the "San Bernardino Soccer Complex." LESSEE shall, in all promotional advertising, signage, or other marketing materials, refer to the PREMISES as the "San Bernardino Soccer Complex" unless the name is changed by the Mayor and Common Council of the CITY. If the name of the PREMISES is changed by the CITY, the CITY agrees to reimburse LESSEE for the costs LESSEE incurs as a result of the name change, including but not limited to costs to replace marketing materials and change signage, unless the name change is part of a LESSEE naming rights transaction.

5. OPTION TO EXTEND TERM.

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CITY gives to LESSEE the option to extend the term of the LEASE on the same provisions and conditions, except for the percentage of GROSS REVENUE deposited into the FUND, for three (3) five-year periods ("EXTENDED TERMS") following expiration of the INITIAL TERM, by LESSEE giving notice of its intention to exercise the option to CITY prior to the expiration of the preceding term or during any holding over pursuant to SECTION 7, HOLDING OVER. The percentage of GROSS REVENUE deposited into the FUND for each extended term shall be adjusted by good faith negotiations of the PARTIES to account for anticipated capital improvement needs of the PREMISES, but shall not exceed eight percent (8%) of GROSS REVENUE for the first extended term, nine and a half percent (9.5%) of GROSS REVENUE for the second extended term, and eleven percent (11%) of GROSS REVENUE for the third extended term.

6. RETURN OF PREMISES.

The LESSEE agrees that it will, upon termination of this AGREEMENT, return the PREMISES in as good condition and repair as the PREMISES now are or shall hereafter be put; reasonable wear and tear excepted.

7. HOLDING OVER.

In the event the LESSEE shall hold over and continue to occupy the PREMISES with the consent of the CITY, whose consent shall only be given in writing and in the sole discretion of CITY, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including the percentage of GROSS REVENUE to be deposited into the FUND, as existed and prevailed at the time of the expiration of the term of this AGREEMENT.

8. TAXES.

CITY shall pay all real property taxes, and general and special assessments levied and assessed against the PREMISES.

9. USE.

9.1 LESSEE shall have the exclusive right to use the PREMISES to provide and operate, on a non-discriminatory basis soccer and related facilities including but not limited to the provision of sports fields for soccer, or other open field team sports, together with facilities necessary or desirable to provide such supportive services of such sports uses on the PREMISES such as food and beverage (including alcoholic beverages) concession facilities, restrooms, parking facilities,

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and any other use proposed by LESSEE upon the prior written consent of the CITY, which may be given in CITY's sole discretion. In the event that, through no fault of the LESSEE, it becomes impossible or impractical to use the PREMISES for the operation of the Soccer Complex, CITY and LESSEE shall negotiate in good faith for another lawful use of the PREMISES. Primary purpose of the PREMISES will be the operation as a Soccer Complex for soccer or other open field sports uses, not to be less than ninety percent (90%) of the PREMISES rental schedule. All other uses, not to exceed ten percent (10%) of the rental schedule, will follow local, state, and federal law. All uses will not compromise the integrity of the facility, its structures, or the playing surface of the fields.

- 9.2 LESSEE shall cut no timber, conduct no mining operations, remove no sand, gravel, or similar substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the PREMISES, except as may be authorized under this AGREEMENT. LESSEE shall not discharge nor allow or suffer the discharge of any substances which will contaminate streams or other bodies of water or otherwise become a public nuisance. LESSEE shall comply with such laws, regulations, ordinances, conditions, or instructions in effect or prescribed by the federal, state, or local government relating to the discharge of substances into streams or other bodies of water.

10. HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS.

LESSEE shall, at its sole expense, ensure that the PREMISES meets the applicable requirements of all Health, Safety, Fire and Building Codes, statutes, regulations and ordinances for public and governmental buildings including any requirements for a notice of completion, certificate of occupancy, California Title 24 requirements, and the applicable requirements of the Americans with Disabilities Act ("ADA") and related state laws.

11. SIGNS.

LESSEE will display the PREMISES only such sign or signs as are not prohibited by law.

12. MAINTENANCE.

- 12.1 LESSEE shall, at its sole expense, perform such inspections, maintenance and repairs are necessary to ensure that all portions of the PREMISES, including but not limited to the following, are at all times in good repair and safe condition:

- 12.1.1 The structural parts of the buildings and other improvements that are a part of the PREMISES, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof; and,
 - 12.1.2 The electrical, plumbing, and sewage systems, except for those portions of the systems owned or controlled by CITY lying outside the PREMISES; and,
 - 12.1.3 Window frames, gutters, and downspouts on the building and other improvements that are a part of the PREMISES; and,
 - 12.1.4 Heating, ventilation and air conditioning (HVAC) systems servicing the PREMISES including changing heating and air-conditioning filters every four (4) months; and,
 - 12.1.5 The grounds, including all parking areas and outside lighting, grass, field surfaces, turf, trees, shrubbery and other flora; and,
 - 12.1.6 LESSEE shall, at its sole expense, provide janitorial services, keep the interior of the PREMISES in a clean and orderly condition, reasonable wear and tear excluded, and undertake minor maintenance of the interior PREMISES such as unstoppage of toilets and changing of light bulbs and serving of the fire extinguisher or any other fire suppression equipment attached to the facility.
- 12.2 LESSEE shall at regular intervals, but no less than monthly, conduct an inspection of the PREMISES to determine if any maintenance or repair is necessary. LESSEE shall communicate the necessity for maintenance or repair to the CITY in writing in conformity with Section 24 on Notice.
- 12.3 In the event that the FUND has an insufficient balance to cover the costs of repairs, replacement, or maintenance of the following items, then the CITY, at its sole expense, shall cause the following items to be repaired, replaced, or maintained: building foundations, building structures, roofing, parking lot reconstruction (excluding resurfacing or striping), existing field lighting structures (excluding light bulbs), electrical, plumbing (foundation and below), rod iron fencing (excluding painting), and sewage systems.

13. ALTERATIONS.

Upon thirty (30) days' notice to the CITY and with the CITY's consent, LESSEE may add or modify existing building structures on the PREMISES, at LESSEE'S sole expense. Any and all permit acquisition and installation of utility lines are the sole responsibility of the LESSEE.

14. FIXTURES.

LESSEE shall have the right during the term(s) of this AGREEMENT to install shelving and fixtures, and make interior, non-structural improvements or alterations on the PREMISES. Such shelving, fixtures, improvements, and alterations shall remain property of the LESSEE and may be removed by the LESSEE during the term(s) of this AGREEMENT or within a reasonable time thereafter, provided that the LESSEE restores the PREMISES to the condition as it existed at the commencement of this AGREEMENT, reasonable wear and tear excluded, or the LESSEE may elect, with CITY's written consent to be given at CITY's sole discretion, to surrender all or any part of such shelving, fixture, improvements and alterations, to the CITY, in which case LESSEE shall have no duty to restore the PREMISES.

15. UTILITIES.

LESSEE shall furnish to the PREMISES and at its sole expense pay all service charges and related taxes for electric, gas, water, sewer, trash, fire alarm service, security, telephone, cable, internet services and all other utilities. LESSEE may use the existing water well owned by the CITY for irrigation and other on-site use of the PREMISES, but LESSEE shall be solely responsible for any fines, fees, charges, or other costs associated with its operation of the water well, and LESSEE shall be solely responsible for ensuring compliance with any federal, state, or local laws or regulations regarding its operation of the water well.

16. HOLD HARMLESS.

LESSEE agrees to and shall indemnify and hold the CITY, its elected officials, employees, agents, or representatives, free and harmless from all claims, actions, damages and liabilities of any kind and nature arising from bodily injury, including death, or property damage, based or asserted upon any actual or alleged act or omission of LESSEE, its employees, agents, or subcontractors, arising, relating to, or in any way connected with the performance under this AGREEMENT, unless the bodily injury or property damage was actually caused by the sole negligence or willful misconduct of the CITY, its elected officials, employees, agents or representatives. As part of the foregoing indemnity, LESSEE agrees to protect and defend at its own expense, including attorney's fees, the CITY, its elected officials, employees, agents or

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representatives from any and all legal actions based upon such actual or alleged acts or omissions. LESSEE hereby waives any and all rights to any types of express or implied indemnity against the CITY, its elected officials, employees, agents or representatives, with respect to third party claims against the LESSEE relating to or in any way connected with the accomplishment of the work or performance of services by LESSEE under this AGREEMENT.

17. INSURANCE.

- 17.1** CITY is a self-insured public entity for the purposes of professional liability, general liability, and workers' compensation.
- 17.2** LESSEE shall obtain and maintain during the life of this AGREEMENT all of the following insurance coverage:
- 17.2.1** Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, personal injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined singles limits, per occurrence and aggregate.
- 17.2.2** Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- 17.2.3** Worker's compensation insurance as required by the State of California.
- 17.3** The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:
- 17.3.1** Additional insureds: "The City of San Bernardino and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- 17.3.2** Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

17.3.3 Other insurance: "Any other insurance maintained by the City of San Bernardino shall be excess and not contributing with the insurance provided by this policy."

17.4 LESSEE shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this AGREEMENT.

17.5 Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained within this AGREEMENT, or the extent to which LESSEE may be held responsible for payments of damages to persons or property.

18. DESTRUCTION OF PREMISES.

18.1 During the term(s) of this AGREEMENT, if any casualty, other than resulting from LESSEE's use of the PREMISES, renders a portion of the PREMISES unusable for the purpose intended, then LESSEE shall, with the use of the FUND in conformity with Section 4, restore the PREMISES and repair any damages caused by such casualty as soon as reasonable possible and this AGREEMENT shall continue in full force and effect. If LESSEE does not commence the restoration of the PREMISES in a substantial and meaningful way within thirty (30) days following the LESSEE's receipt of written notice of the casualty, or should LESSEE fail to diligently pursue completion of the restoration of the PREMISES, or if the FUND and insurance proceeds are insufficient to restore the PREMISES and LESSEE refused to make up the difference in restoration costs, CITY may, at its option, terminate this AGREEMENT immediately upon written notice to the LESSEE. If CITY elects to terminate this AGREEMENT pursuant to this section, LESSEE shall be discharged from all future obligations under this AGREEMENT.

18.2 In the event there is a destruction of a portion of the PREMISES as set out in Subsection 18.1 above, there shall be an abatement or reduction of the percentage of GROSS REVENUES deposited in the FUND between the date of the destruction and the date of completion of the restoration or the date of the termination of the AGREEMENT, whichever comes first. The abatement or reduction in the percentage of GROSS REVENUES deposited in the FUND shall be in proportion to the degree to which LESSEE's use of the PREMISES is impaired.

- 18.3** In the event the LESSEE is required to restore PREMISES as provided in Subsection 18.1 above, LESSEE shall also be required to restore any structure or exterior improvements or alterations made to the PREMISES by LESSEE pursuant to Section 13, Alterations above but not any shelving, fixtures, or interior nonstructural improvements or alterations made by LESSEE pursuant to Section 14, Fixtures above.
- 18.4** If any casualty resulting from LESSEE's use of the PREMISES renders the PREMISES unusable for the purposes intended, or for any other purpose, then LESSEE shall, at LESSEE's sole expense, restore the PREMISES and repair any damages caused by such casualty as soon as reasonably possible and this AGREEMENT shall continue in full force and effect.
- 18.5** It is the purpose and intent of Subsections 18.1 through 18.4, inclusive, to determine what PARTY shall bear the initial responsibility for restoration of the PREMISES in the event of any such destruction and not to determine the PARTY ultimately responsible for the costs of such restoration.

19. CITY'S DEFAULT.

Except where another time limit is specifically provided, CITY shall be in default of this AGREEMENT if CITY fails or refuses to perform any material provisions of this AGREEMENT and such failure or refusal to perform is not cured within thirty (30) days following CITY's receipt of written notice of default from LESSEE. If the default cannot be reasonably cured within thirty (30) days, CITY shall not be in default of this AGREEMENT if CITY commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

20. LESSEE'S REMEDIES ON CITY'S DEFAULT.

LESSEE, at any time after CITY is in default, can terminate this AGREEMENT immediately upon written notice to CITY or can cure the default. If LESSEE at any time, by reason of CITY's default, pays any sum or does any act that requires the payment of any sum, the sum paid by LESSEE shall have the right to withhold from future deposits into the FUND the sum LESSEE has paid until LESSEE is reimbursed in full for the sum. The remedies set forth in this section are in addition to and do not in any manner limit other remedies set forth in particular sections of this AGREEMENT or by law.

21. LESSEE'S DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this AGREEMENT by LESSEE:

- 21.1 The vacating for more than thirty (30) consecutive days or abandonment of the PREMISES by LESSEE.
- 21.2 The failure of LESSEE to perform any material provisions of this AGREEMENT to be performed by LESSEE, including deposit of GROSS REVENUE into the FUND or failure to expend INITIAL LESSEE CONTRIBUTIONS by June 30, 2018, upon written notice by CITY to LESSEE.
- 21.3 It is not the purpose of this section to extend the notice requirements of the unlawful detainer statutes in California.

22. CITY'S REMEDIES ON LESSEE'S DEFAULT.

It is not the purpose of this section to extend the notice requirements of the unlawful detainer statutes in California. The remedies contained herein are in addition to, and not in lieu of, any other remedies available to CITY under relevant state law.

- 22.1 In the event of any default by LESSEE, which is not cured by LESSEE, CITY may, at its election, terminate this AGREEMENT by giving LESSEE thirty (30) days' notice of termination.
- 22.2 On termination of this AGREEMENT for default pursuant to this section, CITY shall have the right to recover from LESSEE all amounts for any and all damages, which may be the direct or indirect result of such default, including, but not limited to:
 - 22.2.1 The worth, at the time of the award, of the unpaid percentage of GROSS REVENUE to be deposited into the FUND that has been earned at the time of the termination of the AGREEMENT; and,
 - 22.2.2 The worth, at the time of the award, of the amount by which the unpaid percentage of GROSS REVENUE to be deposited into the FUND that would have been earned after the date of termination of this AGREEMENT until the end of the TERM; and,

22.2.3 Any other amount necessary to compensate the CITY for all detriment proximately caused by LESSEE's default which CITY proves could not have been reasonably avoided.

22.2.4 "The worth, at the time of the award," as used in this section, is to be computed by allowing interest at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%) not to exceed ten percent (10%).

23. CITY'S ACCESS TO PREMISES.

CITY and its authorized representatives shall have the right to enter the PREMISES at all reasonable times upon at least three days' advance notice to LESSEE for any of the following conditions:

- 23.1** To determine whether the PREMISES are in good condition; and,
- 23.2** To do any necessary maintenance and to make any restoration to the PREMISES that CITY has the right or obligation to perform; and,
- 23.3** To serve, post, or keep posted any notices required by law; and,
- 23.4** To show the PREMISES to prospective brokers, agents, buyers, tenants, lenders or persons interested in an exchange during the last three (3) months of the final option term or the last three (3) months of such earlier term if LESSEE notified CITY that it does not intend to exercise any further options to extend the term; and,
- 23.5** For any other lawful purpose.

CITY shall conduct its activities on the PREMISES as allowed in this section in a manner that will reduce possible inconvenience, annoyance, or disturbance to LESSEE.

24. NOTICES.

Any notices, documents, correspondence, or other communication concerning this AGREEMENT or the services provided hereunder may be provided by personal delivery or U.S. Mail. If personally delivered the notice shall be deemed delivered at the time of the personal delivery. If sent by U.S. Mail the notice shall be deemed delivered forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

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TO THE CITY:

City of San Bernardino
 ATTN: City Manager
 300 N. "D" Street, 6th Floor
 San Bernardino, CA 92418

TO THE LESSEE:

San Bernardino Soccer, LLC
 ATTN: Daniel Gamba
 280 S. E Street
 San Bernardino, CA 92401

Either PARTY may change the address for delivery of notices by sending notice of the change to the other PARTY in conformity with this Section.

25. ASSIGNMENT.

LESSEE shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the LESSEE's interest in this AGREEMENT without CITY's prior written consent to be given in CITY's sole discretion. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this AGREEMENT and cause for the termination of this AGREEMENT. Regardless of CITY's consent, no subletting or assignment shall release LESSEE of LESSEE's obligation to perform all other obligations to be performed by LESSEE hereunder for the term of this AGREEMENT.

26. ENTIRE AGREEMENT.

This AGREEMENT constitutes the entire agreement and the understanding between the PARTIES, and supersedes any prior agreements and understandings relating to the subject matter of this AGREEMENT.

27. REMEDIES; WAIVER.

All remedies available to either PARTY for one or more breaches by the other PARTY are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The delay or failure of either PARTY to require performance or compliance of the other of any of its obligations under this AGREEMENT shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this AGREEMENT shall be effective unless made in writing and signed by a duly authorized representative of the PARTY against whom it is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of such right or remedy with respect to any future occurrences or events and shall not be deemed a continuing waiver.

28. AMENDMENT.

**LEASE AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO AND SAN BERNARDINO
 SOCCER, LLC FOR SAN BERNARDINO SOCCER COMPLEX**

No amendment to this AGREEMENT will be effective unless it is in writing and signed by both PARTIES.

29. SUCCESSORS AND ASSIGNS.

This AGREEMENT shall be binding on and inure to the benefit of the PARTIES to this AGREEMENT and their respective heirs, representatives, successors, and assigns.

30. SEVERABILITY.

If any provision of this AGREEMENT is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this AGREEMENT shall remain in full force and effect.

31. TIME OF ESSENCE.

Time is of the essence of each provision of this AGREEMENT which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

32. QUIET ENJOYMENT.

Subject to the provisions of this AGREEMENT and conditioned upon performance of all the provisions to be performed by LESSEE hereunder, CITY shall secure to LESSEE during the AGREEMENT term the quiet and peaceful possession of the PREMISES and all rights and privileges appertaining thereto.

33. PROVISIONS ARE COVENANTS AND CONDITIONS.

All provisions, whether covenants or conditions, on the part of either PARTY shall be deemed both covenants and conditions.

34. CONSENT.

Whenever consent or approval of either PARTY is required that PARTY shall not unreasonably withhold, condition, or delay such consent or approval, unless the provision providing for such

consent or approval specifically provides such consent or approval may be given in the PARTY's discretion.

35. EXHIBITS.

All exhibits referred to are attached to this AGREEMENT and incorporated by reference.

36. LAW.

This AGREEMENT shall be governed and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws.

37. VENUE.

The parties hereto agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated either in the Superior Court of the State of California for the County of San Bernardino or the United States District Court for the Central District of California, Riverside Division. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature.

38. ATTORNEY'S FEES AND COSTS.

In the event that litigation is brought by any PARTY in connection with this AGREEMENT, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions or provisions hereof. The costs, salary and expenses of the City Attorney and members of his/her office in enforcing this AGREEMENT on behalf of the CITY shall be considered as "attorneys' fees" for the purposes of this section.

41. RIGHT TO TERMINATE.

41.1 The INITIAL TERM of this AGREEMENT may be terminated by LESSEE on June 30, 2020 by written notice made in conformity with Section 24 no later than March 31, 2020 if GROSS REVENUE for the period of January 1, 2019 through December 31, 2019 does not equal or exceed ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000).

41.2 The INITIAL TERM of this AGREEMENT may be terminated by CITY on June 30, 2020 by written notice made in conformity with Section 24 no later than March 31, 2020 if LESSEE fails to hold during the period of January 1, 2019 through December 31, 2019 at least twenty five (25) soccer competition events at the PREMISES that occur on a Saturday or Sunday or both and for which a majority of the available fields are utilized.

42. HEADINGS.

The subject headings of the sections of this AGREEMENT are included for the purposes of convenience only and shall not affect the construction or the interpretation of any of its provisions.

43. SURVIVAL.

The obligations of the PARTIES that, by their nature, continue beyond the term of the AGREEMENT, will survive the termination of the AGREEMENT.

44. ESTOPPEL CERTIFICATE.

Each PARTY within thirty (30) days after notice from the other PARTY shall execute and deliver to the other PARTY, in recordable form, a certificate stating that this AGREEMENT is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state that there are no uncured defaults or specifying in reasonable detail the nature of any uncured default claimed. Failure to deliver this certificate within thirty (30) days shall be conclusive upon the PARTY requesting the certificate any successor to the PARTY requesting the certificate, that this AGREEMENT is in full force and effect and has not been modified except as may be represented by the PARTY requesting the certificate, and that there are no uncured defaults on the part of the PARTY requesting the certificate.

45. PUBLIC RECORDS DISCLOSURE.

All information received by CITY concerning this AGREEMENT, including the AGREEMENT itself, may be treated as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 *et seq.* (the "Public Records Act"). The PARTIES understand that although all materials received in connection with this

AGREEMENT are intended for the exclusive use of the PARTIES, they are potentially subject to disclosure under the provisions of the Public Records Act.

46. CONDITION OF PREMISES.

The CITY shall take reasonable efforts to deliver the PREMISES to LESSEE clean and free of debris on the COMMENCEMENT DATE but makes no warranty as to the condition of the PREMISES on COMMENCEMENT DATE or the PREMISES' suitability for a particular use. Notwithstanding the foregoing, CITY represents and warrants that it is not aware of any of the following: (i) the existence of any hazardous or toxic substances on, under or about the PREMISES, (ii) that the PREMISES is not in violation of any law, regulation or ordinance, or (iii) any pending or threatened litigation related to the PREMISES. Except as specifically provided for in this AGREEMENT, LESSEE agrees that it has not relied upon any representation by CITY as to the condition of the PREMISES or the PREMISES' suitability for a particular use when determining whether to enter into this AGREEMENT.

47. CONDEMNATION.

If any legally, constituted authority condemns the PREMISES or such part thereof which shall make the PREMISES unsuitable for leasing, this AGREEMENT shall cease when the public authority takes possession. Such termination shall be without prejudice to the rights of either PARTY to recover compensation from the condemning authority for any loss or damage caused by the condemnation including money spent on capital improvements to the PREMISES. Neither PARTY shall have any rights in or to any award made to the other by the condemning authority.

48. MATERIAL REPRESENTATION.

If during the course of the administration of this AGREEMENT, a PARTY determines that the other PARTY has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the PARTY, this AGREEMENT may be immediately terminated. If this AGREEMENT is terminated according to this section, the terminating PARTY is entitled to pursue any available legal remedies.

49. INTERPRETATIONS.

The PARTIES have participated jointly in the negotiation and drafting of this AGREEMENT. In the event an ambiguity or question of intent or interpretation arises with respect to this AGREEMENT, this AGREEMENT shall be construed as if drafted jointly by the PARTIES and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of authorship of any of the provisions of this AGREEMENT.

**LEASE AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO AND SAN BERNARDINO
SOCCER, LLC FOR SAN BERNARDINO SOCCER COMPLEX**

50. COUNTERPARTS.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the PARTY executing (or on whose behalf such signature is execute) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

51. CORPORATE AUTHORITY.

Each person executing this AGREEMENT on behalf of the PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that by doing so, the PARTIES hereto are formally bound to the provisions of this AGREEMENT.

52. ORDER OF PRECEDENCE.

In the event of any inconsistency or conflict in this AGREEMENT and any of the attached Exhibits or Attachments, the terms set forth in this AGREEMENT shall prevail.

53. FORCE MAJEURE.

A PARTY shall not be liable for any failure or delay in the performance of this AGREEMENT for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, governmental orders or any other force majeure event.

54. COMPLIANCE WITH LAW.

LESSEE agrees to abide by all federal, state, and local laws, ordinances and regulations.

55. NON-DISCRIMINATION.

In the performance of this AGREEMENT, use of the PREMISES, and in the hiring and recruitment of employees, LESSEE shall not engage in, nor permit its officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, or any other status protected by law.

56. REGULATORY AUTHORITY.

LESSEE acknowledges and agrees that CITY, acting not as landlord but in its governmental regulatory capacity, has certain governmental regulatory authority over the PREMISES and nothing in this AGREEMENT binds the CITY to exercise its discretionary governmental authority in any particular manner. LESSEE, in the use and operation of the PREMISES, shall at all times comply with all applicable laws in the performance of this AGREEMENT and agrees that "all applicable laws" as used herein includes any legal requirement imposed by CITY acting not as landlord but in its capacity as a governmental regulatory body. LESSEE agrees that all costs in complying with applicable laws are the sole responsibility of LESSEE.

LEASE AGREEMENT

CITY OF SAN BERNARDINO and SAN BERNARDINO SOCCER, LLC.

CITY OF SAN BERNARDINO:

LESSEE:

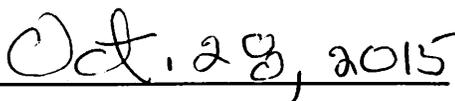


Allen Parker, City Manager

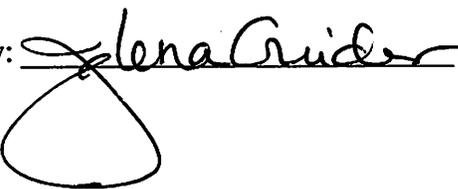


Its: 

DATE:


DATE:


APPROVED AS TO FORM:
GARY D. SAENZ, City Attorney

By: 

LEASE AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO AND SAN BERNARDINO SOCCER, LLC FOR SAN BERNARDINO SOCCER COMPLEX

Alex Padilla
California Secretary of State

LLC Entity Detail

201826710361 - WORLD SPORTS SOLUTIONS INTERNATIONAL, LLC

Last statement filed on:	03/03/2020
Registration Date:	09/18/2018
Jurisdiction:	CALIFORNIA
Status:	ACTIVE
Agent for Service of Process:	JOSHUA ELEAZAR-MATCI 20651 GOLDEN SPRINGS DR., 817 WALNUT CA 91789
Entity Address:	2600 PACIFIC STREET HIGHLAND CA 92346
Mailing Address:	7375 COMMERCIAL WAY, #150 HENDERSON NV 89011
LLC Management:	One Manager

Please review this information to determine if you have identified the correct LLC. If correct, click Continue Filing, or click New Search to locate your LLC.

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- + CONSTRUCTION
- + RENOVATIONS
- + MAINTENANCE
- + SERVICES
- + PRODUCTS

ABOUT US

WHO WE ARE

For over 25 years we have proudly provided high quality athletic field and golf services. Construction, renovations, services, maintenance, consulting, products and equipment. We are very proud of our portfolio of work and the immense trust placed in World Sports by our customers and clients, which speaks to our capabilities.



World Sports, provided technical consulting and project management for Azteca Stadium in 2019, making return of the NFL to Mexico City (Chargers v. Chiefs) a reality. We continue in this role today.

SOME OF

OUR CLIENTS

Pro Teams, International Tournaments, Municipal Governments, Sports Complexes, and Stadiums.



OUR SOLUTIONS WHAT WE DO

CONSTRUCTION & RENOVATIONS

- Athletic Field Design
- Consulting and Technical Advice
- Project Management
- Field Safety Evaluations (Gmax, shear, etc.)
- Construction
- Field Replacement
- Laser Leveling

SERVICES & MAINTENANCE

- World Sports 365
- Venue management
- Athletic Turf Maintenance
- Project Management
- Fraze Mowing
- Vertiquake
- Verticutting
- High Quality Mowing
- Fertility and Pesticides
- Rootpruning

EQUIPMENT & PRODUCTS

- Turf Core Products
- ENDURANT Turf Paint
- Trigon
- Ninja Tines
- Floratine Turf Sciences
- Dennis / SISIS Equipment
- Campey Equipment



// FRAZE MOWING

Resurface, remove thatch and weed seed bed and restore your sports fields back to life.



// RECYCLE DRESSER

Horizontal aeration the uses existing soil to top dress. Save money while employing a superior aeration practice.

VERTIQUAKE //

Horizontal Aeration. Enhance drainage and reduce compaction with minimal surface disruption.



WORLD SPORTS 365 //

Virtual agronomist service with pogo device for a low monthly fee.



// FLORATINE TURF SCIENCES

Advanced photosynthetic nutrients designed to for low-cut and high traffic fields.

W O R L D S P O R T S U S A . C O M

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United States

+ CALIFORNIA

2500 Pacific St.
Highland, CA 92346
United States

+ BRAZIL

R. Martinho de Campos, 301
São Paulo, SP
Brazil

ROBERTO J. GOMIDE

Founder and CEO of World Sports Solutions International

Founder and CEO of [World Sports Solutions Intl](#), one of the primary Sports Contractors in Brazil, Roberto has been working for the past 20 years on developing of the Sports industry with focus on the Turf market as well as Professional and Amateur Soccer, Soccer Academies, Golf Courses and Sports Fields.

Having held several executive positions in South America and in the USA, and with a strong partnership with top European Professionals and technologies, Roberto and World Sports are playing a significant role in many projects related to the new stadiums for the [FIFA 2014 World Cup in Brazil](#).

Of the 14 new stadiums being built in Brazil, 12 are for the 2014 World Cup, and 2 comply with FIFA standards, and World Sports had participation in several of them. From initial design to the final development of the pitch, these stadiums employ state of the art technologies, involving such elements as turf reinforcements, cooling systems and growth light systems.

Residing in the USA since 2014, Roberto has been the driving force behind World Sports, a company dedicated to providing top-tier sports services to the American market. Under his leadership, World Sports has expanded its presence with branches in Nevada, California, and Florida.

Since 2014, World Sports has successfully incorporated numerous prestigious services and established valuable partnerships with various sports entities, including sports groups, golf courses, professional clubs, schools, universities, sports associations, and municipalities. Notably, World Sports has forged partnerships with prominent organizations such as the NFL, The Elmore Group, Dallas Cowboys, and Orlando City MLS, among many others.

Roberto's commitment and vision have elevated World Sports to become a trusted name in the sports industry, ensuring the delivery of exceptional services and opportunities to sports enthusiasts across the United States.

Contact:

Roberto Gomide: (858) 366-2510

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