

EXHIBIT A

AGREEMENT OF SUBLEASE

This Agreement of Sublease (this "Sublease") is entered into by FRESNO BASEBALL CLUB, LLC, a Delaware limited liability company ("Sublessor"), and FRESNO FOOTBALL CLUB, LLC, a California limited liability company ("Subtenant") and is effective as of the date of its execution by the last party signing this Sublease (the "Effective Date").

WITNESSETH:

WHEREAS, by Amended and Restated Stadium Sublease Agreement, effective January 1, 2010, as amended by that certain First Amendment to Amended and Restated Stadium Sublease Agreement, effective November 1, 2014, and as amended by that certain Second Amendment to Amended and Restated Stadium Sublease Agreement, effective December 17, 2015, and as amended by that certain Third Amendment to Amended and Restated Stadium Sublease Agreement, effective as of the Closing Date (defined below) (collectively, the "Lease"), the City of Fresno, a California municipal corporation ("Landlord"), leased to Sublessor, as Tenant, certain premises currently known as Chukchansi Park located at 1800 Tulare Street, Fresno, California 93721 (the "Premises" or the "Stadium"); and

WHEREAS, Sublessor owns and operates that certain Pacific Coast League ("PCL") professional baseball franchise currently known as the Fresno Grizzlies (the "Grizzlies") and the Grizzlies play the team's home baseball games at the Stadium pursuant to the Lease;

WHEREAS, Subtenant owns and operates that certain United Soccer League ("USL") professional soccer franchise currently known as Fresno Football Club or Fresno FC (the "USL Team") and has purchased or will purchase that certain USL Premier Development League ("PDL") franchise currently known as the Fresno Fuego (the "Fuego") (the USL Team and the Fuego, collectively, the "Team"); and

WHEREAS, Subtenant desires to sublease the Stadium for play of the Team's home professional soccer matches for the USL and USL PDL soccer seasons ("Stadium Matches"), and Sublessor desires to sublease the Stadium to Subtenant, pursuant to the terms and conditions contained in this Sublease; and

WHEREAS, as a condition to, and upon, the closing of the proposed sale of the Grizzlies (the "Closing Date") to Fresno Sports and Events, LLC ("FSE"), if any, this Sublease shall be assigned by Sublessor to FSE and assumed by FSE;

NOW, THEREFORE, in consideration of the mutual promises herein contained, Sublessor and Subtenant (each, a "Party" and collectively, the "Parties") hereby agree as follows:

- Sublease Premises. Sublessor hereby sublets to Subtenant, and Subtenant hereby subleases from Sublessor, the Stadium upon the terms and conditions stated herein.
- Sublease Term. The term of this Sublease (the "Sublease Term") shall commence on the Effective Date (the "Commencement Date") and extend for a period of two (2) years, covering the 2018 and 2019 seasons of the Team (each, a "Season"), and expiring as of the final match played by the Team in the 2019

Season or such time as it is reasonably determined that no further matches will be played (the "Expiration Date"), unless the Sublease Term shall be sooner terminated as hereafter provided or pursuant to law. Notwithstanding the preceding sentence, this Sublease will automatically terminate upon the expiration or termination of the Lease for any reason.

- Use of Stadium. Subtenant shall have control over all Stadium Matches. Sublessor shall have control over all soccer matches sourced, booked or held by Sublessor or the Grizzlies ("Sublessor Matches"); provided, however, that Sublessor Matches may not be booked or held at the Stadium without the prior written consent of Subtenant which consent may not be unreasonably withheld. Sublessor and Subtenant shall share equally all net income attributable to all Sublessor Matches, including without limitation, Net Ticket Income, Net Concessions Income, Parking Income and Net Suite Income.
- Sublease Rental. Sublease rent shall be as set forth in this Section 3.
 - Base Rent. Subtenant will pay to Sublessor an amount equal to Five Thousand Dollars (\$5,000.00) per match played by the Team at the Stadium during the Sublease Term (the "Base Rent"); provided, however, that if the Team plays fewer than 18 matches at the Stadium in any Season, Subtenant will nevertheless pay to Sublessor a minimum of Ninety Thousand Dollars (\$90,000.00) in Base Rent for the applicable Season. If the Team proposes to play more than 22 matches at the Stadium in any Season, the Parties will mutually agree on the Base Rent to be paid by Subtenant to Sublessor for such additional matches. Notwithstanding the foregoing, in no event will the additional mutually agreed upon Base Rent be less than Five Thousand Dollars (\$5,000.00) per match.
 - Payment. Base Rent will be invoiced on a monthly basis and shall be due on or before the 15th day of the next succeeding month, without any set-off or deduction by Subtenant whatsoever. Base Rent payments and all other payments hereunder shall be paid to Sublessor by check delivered to the address set forth in Section 25 of this Sublease.
 - Additional Rent. During the Sublease Term, Subtenant shall pay to Sublessor as Sublease additional rental ("Additional Rent") any sums of money, costs, charges, adjustments, increases or rent payable by Subtenant to Sublessor attributable to this Sublease, including, without limitation, Net Concessions Income pursuant to Section 6 (if collected by Subtenant), Net Parking Income pursuant to Section 7 (if collected by Subtenant), Net Suite Income pursuant to Section 8 (if collected by Subtenant), Stadium cleaning costs pursuant to Section 12, Field Transitioning costs pursuant to Section 14, and Seating Modifications pursuant to Section 15. Subtenant shall also pay, directly to the appropriate government authority, if applicable, on or before the date same is due, any and all occupancy, sales, use and similar taxes, charges

and fees at any time due or payable with respect to the occupancy or use of the Sublease Premises by Subtenant or the payment of Base Rent or Additional Rent by Subtenant to Sublessor, and which is attributable to this Sublease and/or the Sublease Term.

- Prepaid Rent and Security Deposit. On or before the Sublease Commencement Date, Subtenant shall deliver to Sublessor the amount of Ten Thousand Dollars (\$10,000.00) as a security deposit (the "Deposit"). Sublessor may commingle the Deposit with its own funds and shall not be required to hold the Deposit in a separate account. No interest shall accrue on the Deposit. The Deposit or any remaining amount thereof shall be returned to Subtenant within sixty (60) days of the termination of this Sublease. Sublessor agrees to promptly give Subtenant an accounting of any amounts deducted from the Deposit. Subtenant shall, within ten (10) days of such notice, deliver to Sublessor an amount equal to such deduction so that the Deposit in Sublessor's possession shall at all times during the Sublease Term be equal to the original Deposit. The amount of the Deposit shall in no way limit the liability of Subtenant hereunder.
- Ticket Sales. Subtenant will receive One Hundred Percent (100%) of all Net Ticket Income (defined below) generated by ticket sales attributable to all Team matches played at the Stadium during the Term (hereinafter, "Stadium Matches"). Subtenant will be responsible for all costs associated with selling tickets, including, without limitation, ticket systems, ticket stock and labor. Sublessor will not be responsible for any costs related to ticket operations. For purposes of this Sublease, "Net Ticket Income" shall mean, unless otherwise mutually determined by the Parties, revenues generated by ticketing operations less operating expenses, which shall include, without limitation, (i) APES fees (as such term is defined in the Lease) and (ii) any costs or expenses incurred by Sublessor or paid on behalf of Subtenant attributable to ticketing operations, including, without limitation, credit card fees as set forth in the Schedule annexed hereto.
- Concessions. Sublessor will be responsible for staffing and operating all concessions for all Stadium Matches. The Parties will share equally all Net Concessions Income (defined below) generated by concessions operations applicable to Stadium Matches. The Parties will mutually agree on concessions pricing for all Stadium Matches. For purposes of this Sublease, "Net Concessions Income" shall mean, unless otherwise mutually determined by the Parties, revenues generated by concessions operations less operating expenses, which shall include, without limitation, all selling, labor, food costs, general and administrative expenses as set forth in the Schedule annexed hereto.
- Parking. Sublessor, through Landlord, will be responsible for staffing and operating all parking for all Stadium Matches. The Parties will share equally all Net Parking Income (defined below) generated by parking operations applicable to Stadium Matches. The Parties will mutually determine in good faith pricing of all parking applicable to Stadium Matches. For purposes of this Sublease, "Net Parking Income" shall mean, unless otherwise mutually determined by the

Parties, revenues generated by parking operations from the City Spaces (as designated in the Lease) for Stadium Matches less operating expenses, which shall include all selling, labor, general and administrative expenses as set forth in the Schedule annexed hereto.

- Stadium Suites. Sublessor will provide Subtenant with three (3) party suites and seven (7) regular suites for all Stadium Matches at no charge to Subtenant (the "Subtenant Suites"), with the location of such Subtenant Suites determined by Sublessor in its sole discretion. The Parties will share equally all Net Suite Income (defined below) generated by sales of all suites (excluding the Subtenant Suites) for Stadium Matches. For purposes of this Sublease, "Net Suite Income" shall mean, unless otherwise mutually determined by the Parties, revenues generated by sales of all suites (excluding the Subtenant Suites) less operating expenses, which shall include all selling, general and administrative expenses.
- Sponsorships. Subtenant will not alter or cover any permanent signage or advertisements at the Stadium. Sublessor will permit Subtenant to set up temporary signage during Stadium Matches; provided, however, that: (i) Sublessor shall have the right to prohibit any temporary signage or other advertising that conflicts with sponsorships or advertisements of Sublessor, the Grizzlies, Landlord or the Stadium; and (ii) Subtenant must remove all temporary signage prior to the next Grizzlies home game. Subtenant will be responsible for all costs associated with any such temporary signage, including, without limitation, all costs attributable to any installation, removal and/or necessary repairs for removal of such temporary signage. Except as otherwise expressly provide herein, Sublessor will not be responsible for any costs related to Subtenant's sponsorship and advertising operations.
- Match Day Staffing. Subtenant will be responsible for all staffing costs applicable to all Stadium Matches (excluding concessions and parking staffing addressed herein), including, without limitation, ushers, security, public address announcers, score keepers, and ticket takers. Unless otherwise expressly provide herein, Sublessor will not be responsible for any costs related to Subtenant's staffing operations. The Parties agree that Sublessor will permit Subtenant to contact any third party match day service providers of Sublessor for purposes of prospective assistance with Subtenant's staffing operations; provided, however, that Subtenant shall not contact any staff of Sublessor or the Grizzlies or any of their respective affiliates (collectively, "Sublessor Staff") without prior written consent in each instance. Subtenant further acknowledges and agrees that Subtenant shall not, during the Sublease Term or within six (6) months thereafter, call on, solicit, entice, persuade or induce any Sublessor Staff to terminate such Sublessor Staff member's business relationship with Sublessor or the Grizzlies or any of their respective affiliates or to become employed or engaged as an independent contractor by any entity other than Sublessor or the Grizzlies or any of their respective affiliates; or approach any such Sublessor Staff member for any of the foregoing purposes; or hire or enter into any other employment or independent contractor relationship with any such Sublessor Staff member; or

authorize or assist, directly or indirectly, in the taking of such actions by any third party, including but not limited to the providing of employee related information to any recruiter, headhunter or similar employment agency. Subtenant further acknowledges and agrees that Subtenant shall not, during the Sublease Term or within six (6) months thereafter, call on, solicit, entice, persuade or induce any client of Sublessor or the Grizzlies or any of their respective affiliates, including but not limited to, sponsors, suite holders and season ticket holders (collectively, "Sublessor Clients"), to terminate or not renew such Sublessor Client's relationship with Sublessor or the Grizzlies or their respective affiliate, as applicable; or approach any such Sublessor Client for any of the foregoing purposes; or authorize or assist, directly or indirectly, in the taking of such actions by any third party.

- Utilities. Except as otherwise expressly provided herein, Sublessor will be responsible for the costs of Stadium utilities attributable to all Stadium Matches typically incurred for professional soccer matches. To the extent that Subtenant incurs extraordinary utility costs as a result of activities, events, or promotions, Subtenant shall pay such extraordinary costs as mutually agreed upon.
- Stadium Cleaning. Except as otherwise expressly provided herein, the Parties will share equally Stadium cleaning costs attributable to all Stadium Matches. For purposes of clarity and the avoidance of doubt, Subtenant shall not be responsible for cleaning costs attributable to any non-soccer event at the Stadium unless otherwise mutually agreed by the Parties.
- Office Space. Subtenant and Sublessor will keep separate offices recognizing the different working cultures of the Team and the Grizzlies. Subtenant will maintain offices at the Stadium through October 31, 2017 and thereafter will find other office space at the Stadium or off-site. Sublessor will permit Subtenant to use the conference room in the Grizzlies offices, as available, from 9:00am to 5:00pm on weekdays at no charge to Subtenant. If the Parties mutually and in good faith identify an area within the Stadium that may be used by Subtenant as office space, the Parties agree that Subtenant may remodel and inhabit such office space at the sole expense of Subtenant.
- Field Transitioning. The playing field at the Stadium for all Stadium Matches will be "transitioned" from baseball to soccer approximately eleven (11) times per Season ("Field Transitioning"), with the Grizzlies groundskeeping staff responsible for all work necessary to complete such Field Transitioning. Subtenant will reimburse Sublessor on a monthly basis for all labor and material costs attributable to such Field Transitioning. Sublessor will be responsible for keeping accurate count of labor and material costs attributable to the Field Transitioning. Subtenant may suggest best practices or strategies for Field Transitioning, but Sublessor will have final approval with respect to all work on the Stadium, including, without limitation, the Stadium field.
- Seating Modifications. The Parties acknowledge that certain existing seating at the Stadium must be modified in order to accommodate Subtenant's desired field

dimensions for Stadium Matches. The Parties will share the costs of all seating modifications and Stadium repair work relating thereto (the "Seating Modification Costs") as follows: (i) Sublessor shall be responsible for the first Ten Thousand Dollars (\$10,000.00) in Seating Modification Costs; and (ii) the Parties shall share equally all Seating Modification Costs in excess of Ten Thousand Dollars (\$10,000.00); provided, however, that Sublessor's maximum contribution to Seating Modification Costs shall be Twenty Thousand Dollars (\$20,000.00) and Subtenant shall be responsible for any amounts exceeding such maximum contribution. The Parties further acknowledge that no modifications shall be made without first obtaining written approval from Landlord.

- As-Is Condition. Except as otherwise expressly provided herein, Subtenant accepts the Sublease Premises "AS IS" and Sublessor has no obligation to paint or otherwise refurbish the Sublease Premises. Subtenant shall satisfy itself that the Sublease Premises comply with applicable ordinances, including but not limited to the Americans with Disabilities Act. Subtenant is responsible for any approved signage and advertising installed by or on behalf of Subtenant in or for the Sublease Premises, including removal of same prior to each Grizzlies home game and at the end of the Sublease Term.
- Use. Subtenant shall use and occupy the Sublease Premises for play of the Team's home matches and as executive offices, consistent with first-class operations and in compliance with all restrictions of the Lease and for no other purpose.
- Subordinate to Lease. This Sublease is subject and subordinate to, and Subtenant accepts this Sublease subject and subordinate to, all of the terms, covenants, provisions, conditions and agreements contained in the Lease, as amended, and the matters to which the Lease, as amended, is subject and subordinate. Subtenant acknowledges that it has received and reviewed copies of the Lease and the amendments thereto and shall comply with such Lease and the amendments thereto. Notwithstanding any terms of this Sublease to the contrary, to the extent that there is any inconsistency between the terms of this Sublease and the Lease, the terms of the Lease shall govern.
- Incorporation of Lease. The provisions of the Lease are incorporated herein by reference with the same force and effect as if they were fully set forth herein, except as otherwise specifically provided herein and except that during the Sublease Term any reference in the Lease to (i) "Landlord" shall mean Sublessor and any reference to "Tenant" shall mean Subtenant, and (ii) the "Lease" or "this Lease" shall mean this Sublease. Capitalized terms herein not otherwise defined shall have the same meaning as in the Lease.
- Landlord's Obligations. It is understood and agreed that the obligations, work, repairs and services designated as obligations of Landlord in the Annual Stadium Capital Expense Plan as described in the Lease, will in fact be performed and furnished by Landlord, and not by Sublessor. Sublessor shall in no event be liable to Subtenant nor shall Subtenant's obligations hereunder be

limited or the performance thereof be excused because of any failure or delay on Landlord's part in performing any such obligations, furnishing any such work or services or in making any repairs, or in the failure of any of Landlord's representations or warranties, provided no action or failure to act by Sublessor is a cause of any such failure or delay by Landlord. If Landlord shall default in the performance of any of its obligations under the Lease with respect to the Sublease Premises, and if Subtenant shall give Sublessor notice of such default, Sublessor agrees to cooperate with Subtenant and to use commercially reasonable efforts, at the cost and direction of Subtenant, to cause Landlord to correct and remedy such default in accordance with the terms and conditions of the Lease.

- Sublessor's Obligations. Sublessor agrees to cause no default under the Lease and agrees to indemnify, defend and hold harmless Subtenant from and against any cost, loss, or damage incurred by Subtenant as a result of Sublessor's default under this Section 20. In the event that Sublessor receives notices from Landlord that affect the Sublease Premises, then Sublessor will provide Subtenant with a copy of said notice within five (5) business days of Sublessor's receipt thereof.
- Subtenant's Obligations. Subtenant covenants and agrees that it will not do anything in or with respect to the Sublease Premises that is prohibited by the Lease or omit to do anything which accrued or arose during the Sublease Term and which Sublessor is obliged to do during the Sublease Term under the terms of the Lease as Tenant thereunder which would constitute a default under the Lease or might cause the Lease or the rights of Sublessor thereunder to be canceled, terminated, or forfeited or might make Sublessor liable for any damages, claims or penalties, including, without limitation, the obligation to timely surrender the Sublease Premises in the condition required in the Lease (however, Subtenant will have no obligation relating to the condition of the Sublease Premises to the extent of anything occurring prior to the date Subtenant first occupies the Sublease Premises), and payment of holdover rent, penalties, and damages as provided in the Lease. Subtenant covenants and agrees to indemnify, defend and hold harmless Sublessor from and against any liability, cost, loss, damage, suits, penalties, claims, and demands of every kind and nature (including, without limitation, attorneys' fees) arising out of, by reason of or resulting from (i) Subtenant's failure so to perform or observe any of the terms and conditions of this Sublease or the Lease as incorporated herein (subject to the limitations set forth herein), (ii) the use, occupancy or management of the Sublease Premises by Subtenant or any business conducted therein by Subtenant, unless due to the negligent acts of Sublessor, and (iii) any work or thing whatsoever done or any condition created by or any other act or omission of Subtenant, or its employees, agents, contractors, visitors or licensees, in or about the Sublease Premises. Subtenant shall not assign or further sublet the Sublease Premises or any part thereof by operation of law or otherwise, without the prior written consent of (i) Sublessor, which may be given or withheld in Sublessor's sole discretion and provided further that no such

assignment shall operate to release Subtenant from any liability hereunder, and (ii) Landlord in accordance with the Lease as incorporated herein. Subtenant shall pay all fees assessed by Landlord for processing requests of Subtenant.

- Brokers. Each Party represents to the other Party that it has not dealt with any broker in connection with this Sublease. Each Party shall indemnify, defend and hold harmless the other Party and its principals, agents and employees for, from and against all loss, cost, damage and expense (including, but not limited to, all reasonable attorneys' fees and disbursements) incurred by the indemnified Party or any of its principals, agents or employees by reason of a breach of the foregoing representation by the indemnifying Party. The provisions of this Section 22 shall be effective upon the execution and delivery of this Sublease by Sublessor and Subtenant and Landlord consent pursuant to Section 24 hereof and shall survive the expiration or earlier termination of this Sublease.
- Remedies of Sublessor. In the event of any default by Subtenant under any of the terms, covenants or conditions of this Sublease, which remains in effect upon the expiration of any applicable cure period, Sublessor shall have the same rights and remedies against Subtenant hereunder as are available to Landlord against Tenant under the Lease. In the event of a default of Sublessor, Subtenant shall have all the rights and remedies afforded to Tenant against Landlord in the Lease.
- Landlord Consent. This Sublease shall be and become effective only when it shall have been approved and consented to by Landlord, in the form of Exhibit A annexed hereto, in accordance with the conditions set forth in the Lease. Sublessor agrees to use reasonable efforts to obtain such approval and consent from Landlord as soon hereafter as practicable, but will not be liable to Subtenant if Landlord fails to consent to this Sublease on or before the Closing Date. If the consent of Landlord is not obtained on or prior to the Closing Date, then either Party may cancel this Sublease by written notice to the other Party, and upon such cancellation, this Sublease shall be null and void and neither Party shall have any further rights or obligations hereunder. Subtenant shall pay all costs charged by Landlord to review and process this Sublease, whether or not Landlord consents thereto.
- Notice. Any notice, request or demand permitted or required to be given by the terms and provisions of this Sublease shall be in writing. Any such notice, request or demand shall be given and shall be deemed to have been served and given by one Party and received by the other Party when the first Party shall have dispatched such notice, request, or demand by certified or registered United States mail or by national express mail or courier service addressed to the other Party, or when sent by verifiable electronic transmission to the addresses set forth in Exhibit B annexed hereto. Either Party may, by written notice as aforesaid, designate a different address or addresses for notices, requests or demand to it.
- Insurance. Prior to the Sublease Commencement Date, Subtenant shall deposit

with Sublessor and Landlord a certificate of the insurance coverages required by the Lease, which such insurance shall name Sublessor and Landlord as additional insureds and which Subtenant shall keep in force during the Sublease Term.

- Indemnity. (a) Subtenant shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Landlord and Sublessor, including their officials, officers, representatives, agents, employees, volunteers, transferees, successors and assigns (each an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which arise from or are in any way connected with Subtenant's activities, or the entry on, occupancy or use of, the Premises by Subtenant or Subtenant's representatives, or the exercise by Subtenant of Subtenant's rights hereunder, or the performance of, or failure to perform, Tenant's duties under this Lease, including, but not limited to, Claims arising out of: (i) injury to or death of persons, including but not limited to employees of Landlord, Sublessor or Tenant; (ii) injury to Premises or other interest of Landlord or Sublessor, Subtenant or any third party; (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to the environment and including any liability imposed by law or regulation without regard to fault.

(b) Subtenant's use and occupancy of the Premises shall be at Subtenant's sole risk and expense. Subtenant accepts all risk relating to Subtenant's occupancy and use of the Premises. Landlord and Sublessor shall not be liable to Subtenant for, and Subtenant hereby waives and releases Landlord, Sublessor and the other Indemnitees from, any and all liability, whether in contract, tort, strict liability or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Premises.

(d) Subtenant shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Subtenant, or any of Subtenant's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in the Lease.

(e) The provisions of this Section shall survive the expiration or termination of this Sublease.

- No Extension. Notwithstanding anything to the contrary contained herein, Subtenant acknowledges that it shall have no right to extend the Sublease Term or the Lease pursuant to any provision of the Lease.
- Alterations. Subtenant shall make no changes to the Sublease Premises that may be required by Landlord to be removed or restored at the end of the term of the Lease and all such improvements shall be subject to the prior written approval of Sublessor and Landlord. Subtenant agrees to abide by all

requirements for installation of approved alterations pursuant to the Lease.

- **Furniture, Fixtures and Equipment.** Except as otherwise expressly provided herein, Subtenant shall have the use, during the Sublease Term, of the furniture, fixtures, and equipment located in the Sublease Premises ("FF&E"), and shall insure, maintain, repair and replace such FF&E and return it in its current condition at the end of the Sublease Term, normal wear and tear excepted.
- **Damage or Destruction.** If the Sublease Premises are damaged or destroyed, in whole or in part, during the Sublease Term and if as a result either Party determines in good faith that the Sublease Premises will be materially unusable for a period of time greater than one hundred twenty (120) days or if Tenant under the Lease would have the right to terminate the Lease as a result of such damage or destruction, either Party may terminate this Sublease by providing written notice to the other Party.
- **Termination of Lease.** In the event of any termination or cancellation of the Lease with respect to the Sublease Premises prior to the Sublease Expiration Date (as then extended) for any reason whatsoever, this Sublease shall simultaneously terminate without any liability of Sublessor to Subtenant.
- **End of Term.** Upon the expiration or other termination of this Sublease, Subtenant shall quit and surrender to Sublessor the Sublease Premises, vacant, broom clean, in good order and condition, reasonable wear and tear excepted. Prior to the Sublease Expiration Date, Subtenant, at Subtenant's cost, and in a good and workmanlike manner and in compliance with all applicable laws, shall remove (i) all alterations and improvements (including, without limitation, all conduit, cabling and wiring in the Sublease Premises and all signage) made or installed by or on behalf of Subtenant in the Sublease Premises, and shall repair any and all damage caused by such removal and restore the Sublease Premises to the condition thereof immediately prior to such alterations or installations, reasonable wear and tear excepted, and (ii) all personal property and personal effects of Subtenant and all persons claiming through or under Subtenant, and shall repair any and all damage to the Sublease Premises caused by such removal (failing which, Subtenant shall reimburse Sublessor, on demand, as Additional Rent, for the cost incurred by Sublessor of repairing all damage to the Sublease Premises occasioned by such removal). Any personal property that remains in the Sublease Premises after the termination of this Sublease shall be deemed to have been abandoned and either may be retained by Sublessor as its property or may be disposed of in such manner as Sublessor may see fit. If all or any of such personal property is sold, Sublessor may receive and retain the proceeds of such sale as the property of Sublessor. Any expense incurred by Sublessor in removing or disposing of such personal property or any alterations or improvements required to be removed from the Sublease Premises, as well as the cost of repairing all damage to the Sublease

Premises caused by such removal, shall be reimbursed to Sublessor by Subtenant, as Additional Rent, on demand. If the Sublease Expiration Date falls on a day which is not a business day, then Subtenant's obligations under this Section 32 shall be performed on or prior to the immediately preceding business day.

- Assignment. Subtenant may not assign, sublease, delegate or otherwise transfer this Sublease or amounts due hereunder without Sublessor's prior written consent and any attempted assignment, sublease, or delegation or transfer in violation of this Section 33 or by virtue of the operation of law shall be null and void and of no effect. Subtenant hereby acknowledges and agrees that Sublessor shall have the right to assign, delegate or otherwise transfer this Sublease without the consent of Subtenant; provided, however that Sublessor shall require any successor to honor the terms and conditions of this Sublease. Subtenant further acknowledges and agrees that this Sublease shall be assigned by Sublessor to FSE as of the Closing Date without the consent of Subtenant.
- Confidentiality; Announcements. Without prejudice to the terms of any confidentiality agreement, if applicable, which shall remain in full force and effect, each Party agrees to keep the terms and conditions of this Sublease confidential; provided, however, that each Party may disclose its existence and its terms to the extent required by applicable law or regulation, to the extent required or requested by any securities exchange or governmental authority or to each of their respective affiliates, financiers and investors and their and those persons' respective employees, partners, officers, agents and advisers who are required to know for the purpose of assessing and evaluating this Sublease. All announcements regarding this Sublease shall be mutually agreed upon by the Parties in advance.
- Costs and Expenses. Unless otherwise agreed, each Party shall bear its own costs and expenses relating to the preparation, execution and delivery of this Sublease, including, without limitation, any related documentation; provided however, that Subtenant shall pay all costs charged by Landlord to review and process this Sublease, whether or not Landlord consents thereto, and any costs associated with any Landlord consents required by this Sublease and/or the Lease.
- Governing Law. This Sublease shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, without regard to conflict of laws principles.
- Successors and Assigns. Without limiting the restrictions on assignment and subletting in this Sublease, this Sublease and the covenants and agreements herein contained and incorporated herein by reference shall bind and inure to the benefit of the respective successors and assigns of the Parties.
- Captions. The captions contained in this Sublease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Sublease nor the intent of any provision hereof.

- Entire Agreement; Amendments. This Sublease (together with all schedules, exhibits and attachments hereto, as applicable) sets forth the entire agreement between the Parties to this Sublease with respect to the subject matter of this Sublease, and supersede all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Sublease. Any agreement hereafter made shall be ineffective to change, modify, waive or discharge any provision of this Sublease in whole or in part unless such agreement is in writing and signed by the Party against whom enforcement of the change, modification, waiver or discharge is sought.
- Counterparts. This Sublease may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute but one and the same instrument.
- Representations. Each Party represents to the other Party that the signatories below have the authority on behalf of their companies (including the owners, directors, trustees) to execute this Sublease and to grant the rights and make the promises contained herein.
- Good Guy Guaranty. As additional security for the performance of Subtenant's obligations under this Sublease, Subtenant shall, simultaneously with the execution and delivery of this Sublease, cause to be delivered to Sublessor and Landlord a guaranty executed by Ray Beshoff, Subtenant's principal owner, in the form of Exhibit C annexed hereto.

IN WITNESS WHEREOF, a duly authorized representative of each Party has duly executed this Agreement of Sublease as of the Effective Date.

Sublessor:

FRESNO BASEBALL CLUB, LLC

By: 

Name: Chris Cummings

Title: President

Date: 10/4/17

Subtenant:

FRESNO FOOTBALL CLUB, LLC

By: 

Name: Ray Beshoff

Title: President

Date: 10/1/17

Schedule

A. Ticket Sales.

The Parties agree to mutually and in good faith further define, as soon as practicable following execution and delivery of this Sublease, ticketing operations, including, but not limited to: (i) the payment of APES fees for all tickets sold, including, without limitation, groups, individual tickets, mini plans, and season tickets in the amount of \$1.00 per ticket in 2017, \$1.05 per ticket in 2018, and \$1.10 per ticket in 2019; (ii) Sublessor's retention of fees if TicketReturn used; (iii) billing if system other than TicketReturn used; (iv) merchant fees if Sublessor's system used; (v) Subtenant's payment of credit card fees on items purchased by Sublessor on Subtenant's behalf; and (vi) prospective USL ticket fees.

B. Concessions.

The Parties agree to mutually and in good faith further define, as soon as practicable following execution and delivery of this Sublease, the calculation and sharing of monthly operating expenses, including, but not limited to: (i) food costs; (ii) pro-rations for salaried managers (DO, executive chef, catering, concessions, business managers); and (iii) tracking labor for setup/tear down wages as there will be employees the days before and after soccer matches to flip us back and forth.

C. Parking.

The Parties agree to mutually and in good faith further define, as soon as practicable following execution and delivery of this Sublease, the calculation and sharing of monthly operating expenses, including, but not limited to, wages and operational expenses.

Exhibit A

CONSENT OF LANDLORD

Landlord hereby consents to the sublease of the Premises to Subtenant, provided that Sublessor remains primarily liable to Landlord under the Lease and is not relieved of its Lease obligations as Tenant thereunder and provided further that Subtenant subleases the Premises subject to all terms and conditions of the Lease. Landlord does not consent to any further assignment or subletting of the Premises. Landlord agrees not to unreasonably withhold its consent to the signage Subtenant proposes to install to identify its use of the Sublease Premises.

CITY OF FRESNO,
a California municipal corporation

By:



Wilma Quan-Schechter
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:



Laurie Avedisian-Favini
Assistant City Attorney

Exhibit B

Notices

As to Sublessor:

Fresno Baseball Club, LLC
Attention: Chris Cummings, President
1800 Tulare Street
Fresno, California 93721
Telephone: (559) 320-2554
Facsimile: (559) 264-0795
Email: chris@cummings.bz

With a copy to:

Dowling Aaron Incorporated
Attention: John Ganahl, Esq.
8080 N. Palm Avenue, Third Floor
Fresno, California 93711
Telephone: (559) 432-4500
Facsimile: (559) 739-7233
Email: jganahl@dowlingaaron.com

As to Subtenant:

Fresno Football Club, LLC
Attention: Ray Beshoff, President
16051 Greenwood Road
Monte Sereno, California 95030
Telephone: (408) 802-9345
Facsimile:
Email: rlbesh@aol.com

With a copy to:

Dowling Aaron Incorporated
Attention: John Ganahl, Esq.
8080 N. Palm Avenue, Third Floor
Fresno, California 93711
Telephone: (559) 432-4500
Facsimile: (559) 739-7233
Email: jganahl@dowlingaaron.com

As to FSE:

Fresno Sports and Events, LLC
Attention: Michael Baker, Manager
7400 East Crestline Circle, Suite 200
Greenwood Village CO 80111
Telephone: (303) 204-7700
Facsimile: (303) 779-5948
Email: mbaker@goldcrownmgmt.com

With a copy to:

Samaan & Torborg, LLP
Attention: Gregory S. Torborg, Esq.
22 Bayview Avenue, First Floor
Manhasset, New York 11030
Telephone: (516) 365-3890
Facsimile: (516) 365-3891
Email: gtorborg@csglawllp.com

Exhibit C
Form of Guaranty

GOOD GUY GUARANTY

THIS GUARANTY (this "Guaranty") is made as of the 4th day of October, 2017 by Ray Beshoff, an individual having an address at 16051 Greenwood Road, Monte Sereno, California 95030 (the "Guarantor").

W I T N E S S E T H :

WHEREAS, Guarantor is the President of Fresno Football Club, LLC, a California limited liability company with an address at 16051 Greenwood Road, Monte Sereno, California 95030 ("Subtenant");

WHEREAS, simultaneously with the execution and delivery of this Guaranty, Fresno Baseball Club, LLC ("Sublessor") and Subtenant have entered into a sublease dated as of October 4, 2017 (the "Sublease") affecting Chukchansi Park located at 1800 Tulare Street, Fresno, California 93721 (the "Sublease Premises") which Sublessor subleases from the City of Fresno ("City") pursuant to the Amended and Restated Stadium Sublease Agreement dated January 1, 2010, as amended; and

WHEREAS, as a condition to Sublessor's execution and delivery of the Sublease, Subtenant is obligated to deliver Guarantor's unconditional and irrevocable guarantee of the performance by Subtenant of Subtenant's obligations under the Sublease.

NOW, THEREFORE, in consideration of the foregoing Sublease Premises, and for other good and valuable consideration received, Guarantor does hereby covenant, agree, represent and warrant to Sublessor as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES OF GUARANTOR

Guarantor does hereby represent and warrant that: (a) Guarantor has the power to enter into and perform this Guaranty; (b) neither this Guaranty, the execution, delivery and performance hereof, the performance of the agreements herein contained nor the consummation of the transactions herein contemplated will violate any statute, ordinance, regulation, court order or decree or order or decree of any other governmental authority or agency or any other agreement to which Guarantor is subject; and (c) this Guaranty constitutes a valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms.

ARTICLE II

AGREEMENT TO GUARANTEE

Section 2.1. Good Guy Guaranty.

(a) Guarantor shall be fully liable (without monetary limit) to Sublessor and/or City, as applicable, for: (i) all of Subtenant's monetary obligations accruing under the Sublease (irrespective of when any of such obligations may actually be payable) with respect to the period prior to the date (the "Liability Date") which is the later to occur of (A) the date which is 90 days after the date Subtenant delivers to Sublessor notice (the "Vacation Notice") that Subtenant intends to vacate the Sublease Premises and surrender possession of the Sublease Premises to Sublessor, or (B) the Vacation Date (as hereinafter defined), provided, however, that if Subtenant shall have failed to deliver the Vacation Notice to Sublessor, then the Liability Date shall be the date which is 90 days after the Vacation Date; and (ii) any liability of Subtenant arising out of a breach of any statement, representation or warranty of Subtenant under the Surrender Declaration (as hereinafter defined). The provisions of this Section 2.1(a) are intended to supersede any inconsistent provision contained in this Guaranty. "Vacation Date" shall mean the first date on which (x) Subtenant and all persons claiming under or through Subtenant shall have vacated the Sublease Premises and surrendered possession of the Sublease Premises (and all keys thereto) to Sublessor in the condition required by the terms of the Sublease, and (y) Sublessor shall have received an instrument in the form set forth in the Exhibit annexed to this Guaranty (the "Surrender Declaration"), executed by Subtenant and acknowledged, in which Subtenant confirms Sublessor's right to possession of the Sublease Premises.

(b) Guarantor further agrees that this Guaranty constitutes an absolute, unconditional, present and continuing guarantee and waives any right to require that any resort be had by Sublessor or City to (i) Sublessor's or City's rights against any other person, including Subtenant or (ii) any other right or remedy available to Sublessor or City by contract, applicable law or otherwise. It is the intent of this Guaranty that Sublessor and City shall have the right to resort to Guarantor without making any demand upon Subtenant.

(c) In the event that this Guaranty is executed by more than one Guarantor, the obligations and liabilities of Guarantors under this Guaranty shall be joint and several.

Section 2.2. Obligations Unconditional. The obligations of Guarantor under this Guaranty shall be absolute and unconditional. Subject to Section 2.1(a) above, to the fullest extent permitted by law, the obligations of Guarantor hereunder shall not be affected, modified, released or impaired by any state of facts or the happening from time to time of any event, including, without limitation, any of the following whether or not with notice to, or the consent of, Guarantor:

(a) The invalidity or unenforceability of the Sublease by virtue of the lack of power or authority of Subtenant or the person executing such document on behalf of Subtenant, to enter into, execute and deliver such documents;

(b) The compromise, settlement, release, extension, indulgence, change, modification or termination of any or all of the obligations, covenants and agreements of Subtenant under the Sublease;

(c) The failure to give notice to Guarantor of the occurrence of any default under the terms and provisions of the Sublease; provided, however, that Guarantor shall not be obligated to perform under this Guaranty until the notice required pursuant to Section 2.5 under this Guaranty shall have been given to Guarantor;

(d) The actual or purported assignment of any of the obligations, covenants and agreements contained in this Guaranty, the Sublease or the actual or purported assignment of Subtenant's leasehold estate under the Sublease;

(e) The forbearance by Sublessor in collecting any of the rent or demanding performance or observance by Subtenant of any of the obligations, conditions, covenants or agreements or any or all of them contained in the Sublease;

(f) The extension of time for the payment of any amounts required to be paid by Subtenant under the Sublease or the performance of any other obligation by Subtenant under the Sublease;

(g) The modification or amendment (whether material or otherwise) of any term, duty, obligation, covenant or agreement set forth in the Sublease;

(h) The taking or the omission to take any action or to pursue any right or remedy under the Sublease;

(i) The voluntary or involuntary commencement of any case or proceeding under the Federal Bankruptcy Code or any state or foreign bankruptcy, insolvency or similar statute affecting Subtenant, the liquidation, dissolution, merger, consolidation, sale or other disposition of all or substantially all of the assets of Subtenant, the marshalling of the assets and liabilities, receivership, insolvency, assignment for the benefit of creditors, the reorganization, arrangement, composition with creditors, or re-adjustment of debts or other similar events of proceedings, or the appointment of a receiver, conservator, custodian or sequestrator of all or part of the property of Subtenant, or any allegation or contest of the validity of this Guaranty or the Sublease in any such proceeding; it being specifically understood, consented and agreed to that this Guaranty shall remain and continue in full force and effect and shall be enforceable against Guarantor to the same extent and with the same force and effect as if such events and proceedings had not been instituted; and it is the intent and purpose of this Guaranty that Guarantor shall and does hereby waive all rights and benefits which might accrue to Guarantor by reason of any such proceeding or case;

(j) Any failure of Sublessor to mitigate the damages resulting from any default by Subtenant under the Sublease; or

(k) Any failure by Sublessor to preserve any security under the Sublease.

Section 2.3. No Waiver of Set-Off; No Right to Jury Trial. No act of commission or omission of any kind or at any time upon the part of Sublessor or City in respect of any matter whatsoever shall in any way impair the rights of Sublessor or City to enforce any right, power or benefit under this Guaranty and no set-off, counterclaim, reduction or diminution of any obligation or any defense of any kind or nature (other than performance by Subtenant of its obligations under the Sublease) which Guarantor has or may have against Sublessor or City or any affiliate thereof, shall be available hereunder to Guarantor. Guarantor hereby waives the right of trial by jury in the event of any litigation between Sublessor and/or City and Guarantor in respect of any matter arising out of this Guaranty.

Section 2.4. Waiver of Notice; Expenses. Guarantor hereby expressly waives notice from Sublessor and City of its acceptance of, and reliance on, this Guaranty. Guarantor agrees to pay all costs, fees, commissions and expenses (including all attorneys' fees and disbursements and court costs) which may be incurred by Sublessor or City in successfully enforcing this Guaranty and in collecting or attempting to collect any sums due under this Guaranty, whether the same shall be enforced by suit or otherwise. Guarantor hereby waives presentment of any instrument, demand of payment, protest and notice of non-payment or protest thereof.

Section 2.5. Notice to Perform. Sublessor shall give Guarantor a copy of each notice of default sent by Sublessor to Subtenant under the Sublease, and the performance of Subtenant's obligations under the Sublease by Guarantor or any nominee of Guarantor shall be accepted by Sublessor.

ARTICLE III

NOTICES AND CONSENT TO JURISDICTION

Section 3.1. Notices. Any notice required to be given to Guarantor shall be in writing and shall be given by hand delivery, receipt acknowledged, or mailed by United States registered or certified mail, return receipt requested, postage prepaid, to Guarantor at the address first set forth above, or to such other address as Guarantor shall specify by delivery of notice in accordance with this Section 3.1, or to Sublessor, at Fresno Baseball Club, LLC, Chukchansi Park located at 1800 Tulare Street, Fresno, California 93721, or at such other address as Sublessor may specify to Guarantor at Guarantor's then specified address, or to City at City Manager, City of Fresno, 2600 Fresno Street, Fresno, California, 93721. Notices shall be deemed given on the date delivered if delivered by hand delivery or on the date mailed if mailed.

Section 3.2. Consent to Jurisdiction. Guarantor irrevocably and unconditionally: (a) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in a court of the State of California situated in Fresno County or the United States District Court for the Eastern District of California; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have that venue should not lie in a court described in clause (a) above, except that by consenting to the jurisdiction of a court of the State of California, Guarantor shall not be deemed to have waived any right to remove any such suit, action or proceeding to the United States District Court for the Eastern District of California.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Remedies Not Exclusive. No remedy herein conferred upon or reserved to Sublessor or City is intended to be exclusive of any other available remedy given under this Guaranty or hereafter existing at law or in equity. No delay or failure to exercise any right or power accruing upon any default, omission or failure or performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If any provision contained in this Guaranty should be breached by Guarantor and thereafter duly waived by Sublessor, such

Exhibit to Guaranty

SURRENDER DECLARATION

This Surrender Declaration (this "Declaration"), dated as of the ____ day of _____, 20__ (the "Effective Date"), is delivered to Fresno Baseball Club, LLC, a Delaware limited liability company with a place of business at Chukchansi Park located at 1800 Tulare Street, Fresno, California 93721 ("Sublessor"), by Fresno Football Club, LLC, a California limited liability company with an address at 16051 Greenwood Road, Monte Sereno, California 95030 ("Subtenant").

W I T N E S S E T H :

WHEREAS, Sublessor subleased certain premises (the "Subleased Premises") to Subtenant pursuant to that certain sublease dated as of October 4, 2017 (the "Sublease") upon and subject to the terms and conditions contained in the Sublease; and

WHEREAS, subject to the provisions hereinafter contained, the rents reserved and contained in the Sublease have been completely paid, and Sublessor and Subtenant (each, a "Party" and collectively, the "Parties") have agreed that Subtenant has surrendered the Subleased Premises and the Sublease to Sublessor as of ____ day of _____, 20__ (the "Surrender Date") in order that the estate, term and interest of the Subtenant therein may merge and be extinguished upon the terms hereinafter contained.

NOW, THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth, and for other good and valuable consideration received, Subtenant hereby agrees as follows:

1. Subtenant acknowledges, confirms and agrees that the foregoing recitals are true in substance and in fact.
2. Subtenant surrenders to Sublessor, as of Surrender Date, the Subleased Premises and the Sublease and all rights hereunder and thereunder to the intent that the unexpired residue of the term of the Sublease, if applicable, and any renewals shall be merged and extinguished in the reversion, and Subtenant hereby releases in favor of Sublessor, as of the Surrender Date, all of its right, title and interest in and to the Subleased Premises and the Sublease.
3. From and after the Surrender Date (but, for greater certainty, not before such date), Subtenant releases and forever discharges Sublessor from the performance of all covenants contained in the Sublease and the obligation for all claims hereunder thereafter arising and Subtenant agrees that as and from such date (but, for greater certainty, not before such date), the Sublease shall be of no further force and effect and Sublessor shall be relieved of all further liability and obligation under the Sublease.
4. Subtenant represents and warrants to Sublessor that Subtenant has the good right, full power and authority to assign and surrender the Subleased Premises and the Sublease in the manner aforesaid, and that, as of the Surrender Date, Subtenant shall have executed any other instruments, deeds or other documents pursuant to which the Sublease (and, if applicable, the unexpired residue of the Sublease Term), shall in any way be charged, encumbered, assigned or otherwise transferred.
5. Subtenant agrees that it will, at all times hereafter, upon the reasonable request of Sublessor, execute all such further documents in respect of the surrender of the Subleased Premises and the Sublease as may be required to give effect to this Declaration.
6. This Declaration shall inure to the benefit and be binding upon the Parties, their respective successors and assigns.

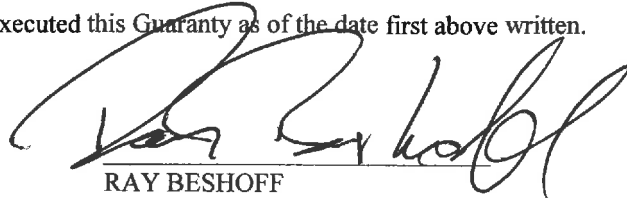
waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by Sublessor and Guarantor.

Section 4.2. Severability. The invalidity or unenforceability of any one or more of the phrases, sentences, clauses or sections of this Guaranty shall not affect the validity or enforceability of the remaining portion of this Guaranty or any part hereof.

Section 4.3. Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

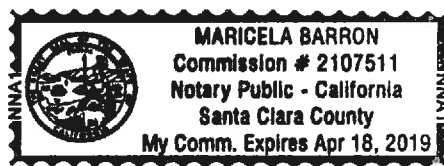
Section 4.4. Successors and Assigns. This Guaranty shall be binding upon, and be enforceable in accordance with its terms against, Guarantor and Guarantor's successors or assigns and shall inure to the benefit of Sublessor, its successors or assigns.

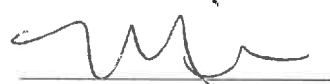
IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.


RAY BESHOFF

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SANTA CLARA)

On the 26 day of October in the year 2017 before me, the undersigned, personally appeared Ray Beshoff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public

IN WITNESS WHEREOF, Subtenant has duly executed this Declaration as of the Effective Date.

FRESNO FOOTBALL CLUB, LLC

By:

Name:

Title:

Date:

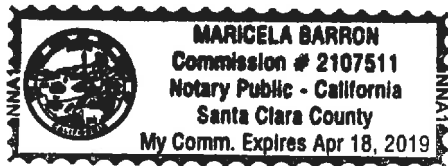
Raymond Beshoff
RAYMOND BESHOFF
OWNER
10-26-17

STATE OF CALIFORNIA)

) ss.:

COUNTY OF SANTA CLARA)

On the 26 day of Oct in the year 2017 before me, the undersigned, personally appeared Ray Beshoff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as owner of Fresno Football Club, LLC, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public