
NON-RELOCATION AGREEMENT

by and between

CLARK COUNTY STADIUM AUTHORITY

and

ATHLETICS INVESTMENT GROUP LLC

Clark County, Nevada

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EXHIBITS:

EXHIBIT A Glossary of Defined Terms and Rules as to Usage

EXHIBIT B Addresses for Notices

NON-RELOCATION AGREEMENT

This **NON-RELOCATION AGREEMENT** (this “Non-Relocation Agreement”) is made and entered into effective as of December 5, 2024 (the “Effective Date”), by and between the **CLARK COUNTY STADIUM AUTHORITY**, a corporate and politic body and political subdivision of Clark County, Nevada (the “Authority”), **ATHLETICS INVESTMENT GROUP LLC**, a California limited liability company (“TeamCo”) and, solely with respect to StadCo’s obligations set forth in Section 2.3 hereof, **ATHLETICS STADCO LLC**, a Nevada limited liability company (“StadCo”). TeamCo and the Authority collectively are referred to herein as the “Parties” and individually as a “Party”.

RECITALS

A TeamCo owns the Team and has received all necessary approvals from Major League Baseball to relocate its operating territory under MLB Rules to Clark County, Nevada (the “County”) and, following such relocation, to play its MLB Home Games in the Stadium to be sited in the County.

B StadCo, which is an Affiliate of TeamCo, by virtue of the common ownership of StadCo and TeamCo by Athletics Holdings LLC, a Delaware limited liability company (“HoldCo”), has entered into the other Project Documents to provide for (i) the design, development, construction, and furnishing of the Stadium for lease and use by StadCo, and (ii) use of the Stadium by the Team for playing its MLB Home Games.

C. At StadCo’s request, TeamCo is entering into this Non-Relocation Agreement.

D As reflected in the other Project Documents, the Authority, the County and the State have agreed to invest a substantial portion of the funds required for the design, development, construction, and furnishing of the Stadium and such public entities have a significant interest in assuring that the Team shall play its MLB Home Games at the Stadium upon completion of construction.

E As an inducement to the Authority to grant StadCo the rights it bargained for under the Development Agreement, the Stadium Lease, and the other Project Documents, HoldCo has caused TeamCo to enter into this Non-Relocation Agreement upon the terms and conditions set forth herein.

AGREEMENTS

For and in consideration of the foregoing Recitals, which are hereby incorporated into this Non-Relocation Agreement, the mutual promises, undertakings, and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound hereby, the Authority and the TeamCo do hereby agree as follows:

ARTICLE 1

DEFINED TERMS

Section 1.1 Definitions and Usage.

Capitalized terms used in this Non-Relocation Agreement shall have the meanings assigned to them in Exhibit A attached hereto and incorporated herein for all purposes, which also contains rules as to usage applicable to this Non-Relocation Agreement.

ARTICLE 2

COVENANT TO PLAY

Section 2.1 Obligation to Maintain Team.

Beginning on the Effective Date and continuing until the expiration of the Non-Relocation Term (as hereinafter defined), TeamCo covenants to the Authority that it will remain a validly existing member of Major League Baseball and maintain the Team as a Major League Club; *provided, however*, that the failure by TeamCo to do so (including due to the contraction of the Team by MLB) shall not constitute a Relocation Default or Other TeamCo Default under this Agreement, but solely for purposes of Section 4.4 hereof, such failure, to the extent it results in the Team no longer playing MLB Home Games at the Stadium, shall be deemed a Specified Relocation Default for which liquidated damages shall be payable by TeamCo thereunder without the Authority having to comply first with Section 4.3(d) hereof.

Section 2.2 Commitment to Stadium.

(a) Covenant to Play in Stadium.

(i) Subject to Section 2.2(a)(ii), Section 2.2(b) and Section 2.2(c) hereof, the Team shall play, and TeamCo hereby covenants to cause the Team to play, all of its MLB Home Games in the Stadium during the period commencing on the Term Commencement Date and ending on the Term Expiration Date or the earlier termination of this Non-Relocation Agreement (such period, the “Non-Relocation Term”). Notwithstanding the foregoing, the Team shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Team from playing, its MLB Home Games outside the Stadium during the Non-Relocation Term as required by, or in accordance with, MLB Rules; *provided* that, subject to Section 2.2(a)(ii), Section 2.2(b) and Section 2.2(c), no more than four (4) MLB Home Games may be played outside the Stadium in any single Championship Season or seven (7) MLB Home Games in any two (2) consecutive Championship Seasons pursuant to this Section 2.2(a)(i).

(ii) Notwithstanding anything to the contrary set forth in Section 2.2(a)(i) hereof and consistent with terms included in similar non-relocation agreements applicable to other Major League Clubs, if, pursuant to an MLB directive, MLB order or other MLB Rule, substantially all Major League

Clubs are required to play some or all of their Postseason home games in a location or locations (a “Designated Postseason Host Stadium” or “Designated Postseason Host Stadiums”) other than the venue at which they normally play their home games, then the Team playing some or all of its MLB Postseason Games that are MLB Home Games at a Designated Postseason Host Stadium or Designated Postseason Host Stadiums pursuant to and in accordance with such MLB directive, MLB order or other MLB Rule shall not constitute a breach of Section 2.2(a)(i), Section 3.1, Section 3.2 or any other covenants of this Non-Relocation Agreement; *provided* that any such applicable MLB directive, MLB order or other MLB Rule is applied by MLB without discrimination in application to the Team or Stadium.

(b) Untenantability of Stadium.

(i) Notwithstanding the provisions of Section 2.2(a)(i) hereof to the contrary and subject to TeamCo’s performance of its obligations under Section 2.2(b)(ii), Section 2.2(b)(iii), and Section 2.2(b)(iv) below, if, during the Non-Relocation Term, an Untenantability Period occurs, then TeamCo shall first attempt to reschedule the affected MLB Home Game(s) at the Stadium to a date or dates satisfactory to TeamCo and MLB. If TeamCo is unable to reschedule the affected MLB Home Games at the Stadium and subject to TeamCo’s performance of its obligations under Section 2.2(b)(ii), Section 2.2(b)(iii), and Section 2.2(b)(iv) below, TeamCo shall then be entitled to make arrangements for alternate sites and the Team shall be entitled to play its MLB Home Games at such alternate sites during any Untenantability Period; *provided, however*, that (x) if an Untenantability Period shall be of such a nature that its expected expiration cannot reasonably be ascertained by TeamCo or (y) if in order to play its affected MLB Home Games that are expected to occur during such Untenantability Period TeamCo must commit to play MLB Home Games at an alternate site for a period beyond the expected expiration of the applicable Untenantability Period, then (in each case of clause (x) or (y) above) TeamCo (and the Team) shall be entitled to honor any commitment TeamCo might have made for the Team to play its MLB Home Games at an alternate site even if that commitment extends beyond the actual expiration of the applicable Untenantability Period so long as TeamCo has complied with its obligations under Section 2.2(b)(ii), Section 2.2(b)(iii), and Section 2.2(b)(iv) below. TeamCo shall give Notice to the Authority promptly following any determination by TeamCo that it intends to cause the Team to play or enter into arrangements to play one or more MLB Home Games at a location other than the Stadium pursuant to this Section 2.2(b)(i), with such Notice to include a description of the cause of the Untenantability Period, the expected duration of the Untenantability Period, the location(s) at which MLB Home Games are expected to be played, and the length of any commitment made by TeamCo to play its MLB Home Games at a location other than the Stadium.

(ii) Upon the occurrence and during the continuance of any Untenantability Period, TeamCo shall use, and shall cause StadCo to use, subject to events of Force Majeure, commercially reasonable, diligent, and good faith efforts to mitigate and overcome such Untenantability Period to the extent any such

efforts to mitigate and overcome such Untenantability Period are within the reasonable control of TeamCo or StadCo.

(iii) Upon the occurrence and during the continuance of any Untenantability Period, TeamCo shall use commercially reasonable, diligent, and good faith efforts to locate and use alternate sites for the Team's MLB Home Games, to the extent available, which are located within the unincorporated areas of the County; *provided, however*, that the use of any such alternate site for the Team's MLB Home Games is, in the good faith judgment of TeamCo, reasonably exercised and economically feasible.

(iv) Upon the occurrence and during the continuance of any Untenantability Period, TeamCo shall use commercially reasonable, diligent, and good faith efforts to minimize any contractual commitment to play its MLB Home Games at alternative sites outside of the Untenantability Period.

(v) For purposes of this Section 2.2(b), in no event shall the obligation to use "commercially reasonable, diligent, and good faith efforts" (x) require TeamCo, the Team or StadCo to (1) perform any obligation of the Authority under the Project Documents, (2) institute litigation or other legal proceedings or (3) violate the MLB Rules or (y) require TeamCo, the Team or StadCo to take any action that could cause Team Co, the Team or StadCo to suffer any material economic or scheduling disadvantage (when comparing available venues within the unincorporated areas of the County other than the Stadium to those available venues outside the unincorporated areas of the County) as a result thereof.

(vi) The Parties acknowledge that any alternate site for the Team's MLB Home Games is subject to MLB Approval. Furthermore, the Parties acknowledge that, notwithstanding anything to the contrary herein, if pursuant to an MLB directive, MLB order or other MLB Rule (including, without limitation, MLB Rules with respect to the health and well-being of players, officials and/or fans), substantially all Major League Clubs are required to play their Championship Season or Postseason home games in a location or locations (a "Designated Stadium" or "Designated Stadiums") other than the venue at which they normally play their home games (e.g., in the event a "bubble" concept used in certain professional sports leagues in the United States and Canada during 2020 is implemented by MLB), the Team playing MLB Home Games at a Designated Stadium or Designated Stadiums shall not constitute a breach of Section 2.2, Section 3.1, Section 3.2 or any other covenants of this Non-Relocation Agreement; *provided* that any such applicable MLB directive, MLB order or other MLB Rule is applied by MLB without discrimination in application to the Team or Stadium.

(c) MLB Labor Disputes; Championship Season. Notwithstanding the provisions of Section 2.2(a) hereof to the contrary, if, during the Non-Relocation Term, there occurs, from time to time, an MLB Labor Dispute, then during the pendency thereof, the Team shall not be obligated to play any MLB Home Games at the Stadium that have been cancelled by MLB as a result of such MLB Labor Dispute; *provided* that any

replacement or substitute MLB Home Games must be played in the Stadium, subject to the terms of Section 2.2(a) and Section 2.2(b) hereof. Furthermore, for the sake of clarity, the suspension or cessation of a Championship Season or any significant portion thereof by MLB shall not be a breach by TeamCo of this Non-Relocation Agreement; *provided* that no MLB Home Games are played during the pendency of such suspension or cessation of the relevant Championship Season or, as applicable, that any replacement or substitute MLB Home Games are played in the Stadium (subject to the terms of Section 2.2(a) and Section 2.2(b) hereof).

Section 2.3 Team Use Agreement.

StadCo shall enter into a Team Use Agreement with TeamCo in accordance with the terms of the Stadium Lease, and such Team Use Agreement shall also (a) have a term that expires on the Term Expiration Date and (b) require that the Team play its MLB Home Games in the Stadium during the Non-Relocation Term in accordance with this Non-Relocation Agreement. TeamCo shall not terminate such Team Use Agreement unless such Team Use Agreement is replaced with a Team Use Agreement containing the foregoing terms. In addition, StadCo has required, in connection with its agreement to enter into a Team Use Agreement on such terms, that TeamCo sign this Non-Relocation Agreement and be bound by its terms (including, without limitation, the requirement to pay liquidated damages in accordance with Section 4.4 hereof).

ARTICLE 3

NON-RELOCATION

Section 3.1 Relocation of Team.

During the Non-Relocation Term, the Team shall not Relocate.

Section 3.2 Prohibited Actions.

Subject to the provisions of Section 3.3 hereof, (a) during the Non-Relocation Term, TeamCo shall not apply to or seek MLB Approval to Relocate or enter into agreements or substantive negotiations with third parties concerning a transaction that would result in a Relocation and (b) except during the last seven (7) years prior to the end of the Non-Relocation Term, TeamCo shall not during the Non-Relocation Term enter into agreements or substantive negotiations for the playing of the Team's MLB regular season or postseason games for which it is designated under MLB Rules as the home team during the period after the expiration of the Non-Relocation Term at a location other than the Stadium or seek or apply for MLB Approval for the playing of such MLB games of the Team during the period after the expiration of the Non-Relocation Term at a location other than the Stadium.

Section 3.3 Exceptions.

For the avoidance of doubt, TeamCo and the Team shall not be in breach of the terms of Section 3.2 hereof in the event that any application for MLB Approval to Relocate or for the Team otherwise playing its MLB regular season or postseason games for which it is designated under MLB Rules as the home team at a location other than the Stadium or agreements or

substantive negotiations with third parties concerning a transaction that would result in a Relocation or the Team otherwise playing such MLB games at a location other than the Stadium (a) is for the purpose of exercising TeamCo's or the Team's rights under Section 2.2 or Section 3.2 hereof or (b) occurs while an Authority Event of Default is continuing. Furthermore, TeamCo and the Team, as applicable, shall not be in breach of the terms of Section 3.2 hereof if TeamCo or the Team, as applicable, after TeamCo provides Notice to the Authority of its intent to relocate the Team as provided in Section 4.9 hereof, exercises its rights under Section 4.9 hereof to seek to relocate the Team; *provided* that neither TeamCo nor the Team shall have any further obligations under this Non-Relocation Agreement after the Team ceases to play its MLB regular season or postseason games for which it is designated under MLB Rules as the home team in the Stadium in accordance with the provisions of Section 4.9 hereof. In addition, nothing herein shall prohibit StadCo from enforcing its rights, and the Authority's obligations, under the other Project Documents, and nothing herein shall prohibit the Authority from enforcing its rights, and StadCo's obligations, under the other Project Documents.

ARTICLE 4

REMEDIES

Section 4.1 Authority Remedies Upon Relocation Default.

Upon the occurrence of any Relocation Default, the Authority may, in its sole discretion, subject to the provisions of this Article 4, have the option to pursue any one or more of the following remedies without any Notice or demand whatsoever, other than any Notice expressly provided for in this Non-Relocation Agreement:

(a) the Authority may seek and obtain injunctive or declaratory relief pursuant to Section 4.3 hereof, including specific performance, except that injunctive or declaratory relief, including specific performance, is not an available remedy (other than in the case of a Specified Relocation Default) where specific performance would result in noncompliance with the MLB Rules by TeamCo, StadCo, the Team or the Authority (so long as the MLB Rules are applied by MLB without discrimination in application to the Team or Stadium), nor shall injunctive or declaratory relief be an available remedy if the Authority has terminated the Stadium Lease and has rejected a Team Use Agreement that contains the Required Team Use Terms pursuant to the terms of Section 17.1(b)(iii) of the Stadium Lease;

(b) solely in the event of a Specified Relocation Default, the Authority may recover liquidated damages pursuant to Section 4.4 hereof, subject to the terms of Section 4.3(d) hereof, except that liquidated damages are not an available remedy if the Authority has terminated the Stadium Lease and has rejected a Team Use Agreement that contains the Required Team Use Terms pursuant to the terms of Section 17.1(b)(iii) of the Stadium Lease; and

(c) the Authority may exercise any and all other remedies available to the Authority at law or in equity, subject to the terms of Section 4.3(d) hereof; *provided, however,* that, in the case of a Specified Relocation Default, any damages or money

judgment obtained pursuant to the foregoing shall not exceed the amount of liquidated damages that the Authority is entitled to receive pursuant to Section 4.4 hereof for such Specified Relocation Default.

Section 4.2 Authority Remedies Upon Other TeamCo Default.

Upon the occurrence of any Other TeamCo Default, but without limiting the rights of TeamCo under Section 2.2(b) during an Untenantability Period, the Authority may, in its sole discretion, have the option to pursue (in all events), without any Notice or demand whatsoever, other than any Notice expressly provided for in this Non-Relocation Agreement, any and all remedies available to the Authority at law or in equity.

Section 4.3 Declaratory or Injunctive Relief.

(a) The Authority or any express beneficiary of the Authority's rights under this Non-Relocation Agreement shall be entitled to seek injunctive relief prohibiting or mandating action by TeamCo in accordance with, or declaratory relief with respect to, the covenants or agreements set forth in Article 3 of this Non-Relocation Agreement; *provided, however,* injunctive or declaratory relief is not an available remedy if the Authority has terminated the Stadium Lease and has rejected a Team Use Agreement that contains the Required Team Use Terms pursuant to the terms of Section 17.1(b)(iii) of the Stadium Lease; *provided, further,* injunctive or declaratory relief, including specific performance, is not an available remedy (other than in the case of a Specified Relocation Default) where specific performance would result in noncompliance with the MLB Rules by TeamCo, StadCo, the Team or the Authority (so long as the MLB Rules are applied by MLB without discrimination in application to the Team or Stadium).

(b) In addition, TeamCo (i) recognizes that the Authority owns the Stadium, certain taxes have been imposed by the County, and certain debt is being incurred by the County in order to permit the construction and development of the Stadium and the playing of MLB Home Games in the Stadium during the Non-Relocation Term in accordance with Article 2 of this Non-Relocation Agreement, and (ii) acknowledges and agrees that monetary damages could not be calculated to compensate the Authority for any breach by TeamCo of the covenants or agreements contained in Article 3 of this Non-Relocation Agreement. Accordingly, TeamCo agrees that (w) the Authority may restrain or enjoin any breach or threatened breach of any covenant or agreement of TeamCo contained in Article 3 of this Non-Relocation Agreement without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (x) the administration of an order for injunctive relief would not be impractical and, in the event of any breach of any covenant or agreement contained in Article 3 of this Non-Relocation Agreement, the balance of hardships would weigh in favor of entry of injunctive relief, (y) the Authority may enforce any such covenant or agreement of TeamCo contained in Article 3 of this Non-Relocation Agreement through specific performance, except that specific performance is not an available remedy where specific performance would result in noncompliance with the MLB Rules (other than in the case of a Specified Relocation Default) by TeamCo, StadCo, the Team or the Authority (so long as the MLB Rules are

applied by MLB without discrimination in application to the Team or Stadium) and (z) the Authority may seek injunctive or other form of ancillary relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of Article 3 of this Non-Relocation Agreement. The Parties hereby agree and irrevocably stipulate that the rights of the Authority to injunctive relief pursuant to this Section 4.3 of this Non-Relocation Agreement shall not constitute a “claim” pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving TeamCo, and that this Non-Relocation Agreement is not an “executory” contract as contemplated by Section 365 of the United States Bankruptcy Code.

(c) TEAMCO WAIVES ANY RIGHT IT MAY HAVE TO OBJECT TO OR TO RAISE A DEFENSE TO ANY ACTUAL OR REQUESTED AWARD OF THE REMEDY OF SPECIFIC PERFORMANCE IN ANY ACTION BROUGHT BY OR ON BEHALF OF THE AUTHORITY IN RESPECT OF A MATERIAL BREACH OR THREATENED BREACH BY TEAMCO OF ANY COVENANT OR AGREEMENT CONTAINED IN ARTICLE 3 OF THIS NON-RELOCATION AGREEMENT, EXCEPT (I) ALLEGED UNCLEAN HANDS OF THE AUTHORITY OR LACHES IN THE COMMENCEMENT OF THE PROCEEDINGS AND (II) THE DEFENSE THAT THERE HAS IN FACT NOT BEEN A MATERIAL BREACH OR THREATENED BREACH BY TEAMCO OF ANY COVENANT OR AGREEMENT CONTAINED IN ARTICLE 3 OF THIS NON-RELOCATION AGREEMENT. NOTWITHSTANDING THE FOREGOING, SPECIFIC PERFORMANCE IS NOT AN AVAILABLE REMEDY WHERE SPECIFIC PERFORMANCE WOULD RESULT IN NONCOMPLIANCE WITH THE MLB RULES (OTHER THAN IN THE CASE OF A SPECIFIED RELOCATION DEFAULT) BY TEAMCO, STADCO, THE TEAM OR THE AUTHORITY.

(d) Notwithstanding the foregoing to the contrary, but subject to the proviso in Section 2.1 hereof, the Authority and any express beneficiaries of the Authority’s rights under this Non-Relocation Agreement agree that they must first seek (and thereafter prosecute to a final and non-appealable judgment) injunctive or declaratory relief pursuant to this Section 4.3 (including, subject to any limitations set forth in this Non-Relocation Agreement, specific performance) for a Specified Relocation Default from a court of competent jurisdiction prior to instituting a suit for (or otherwise seeking to obtain) liquidated damages or any other remedies available at law or in equity. In the event that the remedy of injunctive relief pursuant to this Section 4.3 (including, subject to any limitations set forth in this Non-Relocation Agreement, specific performance) is not granted by a court of competent jurisdiction after the Authority and any express beneficiaries of the Authority’s rights under this Non-Relocation Agreement first seek (and thereafter prosecute to a final and non-appealable judgment) injunctive or declaratory relief pursuant to this Section 4.3, then the Authority and any express beneficiaries of the Authority’s rights hereunder shall have the right to pursue any and all other remedies available under this Non-Relocation Agreement, including any and all remedies available at law or in equity.

Section 4.4 Liquidated Damages.

(a) Although neither the Authority nor the County has any right to operate TeamCo or the Team, the Parties also recognize, agree, and stipulate that the financial, civic, and social benefits to the Authority, the County and the State from the presence of the Team and the playing of its MLB Home Games in the Stadium are significant, but that the precise value of those benefits is difficult to quantify due to the number of citizens and businesses that rely upon and benefit from the presence of the Team in the County. Accordingly, the magnitude of the damages that would result from a Specified Relocation Default would be significant in size but difficult to quantify including damages to the finances of the Authority, the County and the State. Therefore, subject to Section 4.1(b) and Section 4.3(d) hereof, the Parties agree that upon the occurrence of a Specified Relocation Default, including any such default arising pursuant to the provisions of Section 365(g) of the United States Bankruptcy Code or similar provision of any successor thereto, the Authority will be entitled to recover from TeamCo, as liquidated damages and not as a penalty and as the Authority's sole and exclusive remedy for a Specified Relocation Default, an amount equal to:

(i) An amount equal to the Development Credit Unamortized Amount, *plus*

(i) the initial outstanding principal amount of the Bonds, *minus*

(ii) except as otherwise provided in Section 4.4(b) hereof, the amount of (x) scheduled principal payments on the Bonds (whether or not such payments are actually made) pursuant to the original debt service payment schedule set out in the bond ordinance (or other applicable definitive documentation) at the time of the issuance of the Bonds through the date such liquidated damages are deemed payable, *minus* (y) any prepaid principal on the Bonds, as determined on the date such liquidated damages are deemed payable, *plus*

(iii) accrued and unpaid interest (excluding any default interest) and reasonable fees and expenses in respect of the Bonds as of the date such liquidated damages are deemed payable, *plus*

(iv) the outstanding tax credits subject to repayment pursuant to paragraph (g) of subsection 4 of section 32 of the Act as of the date such liquidated damages are deemed payable, *plus*

(v) if TeamCo's failure to pay liquidated damages in a timely manner upon the occurrence of a Specified Relocation Default results in a Determination of Taxability, any and all costs, including, but, not limited to, any interest, penalties or charges owed by the Authority and the County as a result of (x) interest on the Bonds becoming includable in the gross income of the registered owners of the Bonds (including any former registered owner) under the Tax Code or (y) a settlement agreement or voluntary closing agreement with the Internal Revenue

Service to resolve a violation of federal tax laws applicable to the Bonds due to a Reconveyance,

which amount is hereby stipulated to be reasonable estimated damages for a Specified Relocation Default.

(b) If and to the extent that any Non-Act Revenues are used to make any scheduled payments or prepayments of principal or interest on the Bonds, then the aggregate amount of any such scheduled payments or prepayments of principal or interest made using Non-Act Revenues shall be added back to the outstanding principal amount of the Bonds for purposes of Section 4.4(a)(ii) hereof and, for clarity, the amounts of such scheduled payments or prepayments, as applicable, shall not otherwise be subtracted from the initial outstanding principal amount of the Bonds as part of the calculation described in Section 4.4(a)(iii) hereof.

(c) The Parties hereby acknowledge that they have negotiated the above amounts in an attempt to make a good faith effort in quantifying the amount of damages due to a Specified Relocation Default despite the difficulty in making such determination. Accordingly, in the event the Authority collects the above-referenced liquidated damages for a Specified Relocation Default, then the Authority and any express beneficiaries of the Authority's rights under this Non-Relocation Agreement hereby waive any right to collect, seek or claim from TeamCo, StadCo or any Affiliate thereof, whether under this Non-Relocation Agreement, any other Project Document or otherwise, any additional monetary damages (other than as provided pursuant to Section 6.17 hereof), including any lost or prospective profits, or for any other special, indirect, incidental, consequential, exemplary or punitive damages, with respect to such Specified Relocation Default.

(d) Notwithstanding anything to the contrary set forth in this Non-Relocation Agreement, the provisions of Section 6.18 hereof are not intended to, and shall not, annul or modify the rights of the Authority, and any express beneficiary of the Authority's rights hereunder, to exercise its rights and remedies to receive liquidated damages in accordance with, and enforce the express terms of, this Section 4.4.

Section 4.5 Authority Covenant.

The Authority shall remit (a) to the County or the County's bond trustee that portion of any payment received under Sections 4.4(a)(ii), 4.4(a)(iii) and 4.4(a)(iv) hereof necessary for the County to pay in full all then outstanding amounts owing under the Bonds and any payments received pursuant to Sections 4.4(a)(i) and 4.4(vi) hereof and (b) to the State that portion of any payment received under Section 4.4(a)(v) hereof representing tax credits required to be refunded to the State pursuant to paragraph (g) of subsection 4 of section 32 of the Act. TeamCo shall have no obligation to ensure that the Authority performs the obligations set forth in this Section 4.5.

Section 4.6 Termination.

(a) This Non-Relocation Agreement shall terminate, subject to the terms of Section 4.6(b) hereof, upon the earliest of:

- (i) the Term Expiration Date;
- (ii) the mutual agreement of the Parties;
- (iii) the exercise of TeamCo's termination right pursuant to Section 4.9 hereof;
- (iv) the payment of liquidated damages for a Specified Relocation Default in accordance with Section 4.4 hereof if such liquidated damages are available as a remedy under Section 4.1 hereof and are sought by the Authority pursuant to the terms of this Non-Relocation Agreement; or
- (v) the termination of:
 - A. the Stadium Lease by (i) the Authority and the Authority has rejected a Team Use Agreement that contains the Required Team Use Terms pursuant to the terms of Section 17.1(b)(iii) of the Stadium Lease or (ii) StadCo pursuant to the express terms thereof; or
 - B. the Development Agreement by either party thereto pursuant to the express terms thereof.

(b) Upon the termination of this Non-Relocation Agreement, all obligations of the Parties under this Non-Relocation Agreement automatically shall terminate except as otherwise provided in this Non-Relocation Agreement; *provided* that the termination of this Non-Relocation Agreement shall not alter any existing claim of either Party for breaches of this Non-Relocation Agreement occurring prior to such termination.

Section 4.7 Cumulative Remedies.

Except as expressly set forth in this Non-Relocation Agreement, each right or remedy of TeamCo and the Authority provided for in this Non-Relocation Agreement shall (subject to any limitations set forth in this Non-Relocation Agreement, including Section 4.3(d) hereof) be cumulative of and shall be in addition to every other right or remedy of TeamCo or the Authority provided for in this Non-Relocation Agreement, and the exercise or the beginning of the exercise by TeamCo or the Authority of any one or more of the rights or remedies provided for in this Non-Relocation Agreement shall (subject to any limitations set forth in this Non-Relocation Agreement, including Section 4.3(d) hereof) not preclude the simultaneous or later exercise by TeamCo or the Authority of any or all other rights or remedies provided for in this Non-Relocation Agreement or in any other Project Document or hereafter existing at law or in equity, by statute or otherwise. For the avoidance of doubt, the availability to the Authority (or to any express beneficiary of the Authority's rights under this Non-Relocation Agreement) of the remedy of

liquidated damages under Section 4.4 hereof shall be available only as a remedy for a Specified Relocation Default and subject to Section 4.3(d) hereof.

Section 4.8 Irrevocable Nature.

The obligations of TeamCo under Article 3 are absolute, irrevocable, and unconditional, except as expressly provided herein, and shall not be released, discharged, limited or affected by any right of setoff or counterclaim that TeamCo or StadCo may have to the performance thereof. To the extent that the Authority is required to refund or disgorge (as a result of the bankruptcy of TeamCo) any amount paid in connection with the payment of the liquidated damages hereunder, TeamCo shall remain subject to the terms of Article 3 hereof until such amount is repaid in full to the Authority. The terms of this Section 4.8 shall expressly survive any termination of this Non-Relocation Agreement.

Section 4.9 Targeted Tax.

In the event that the State, the County, the Authority or any other Governmental Authority controlled by some, all or any of those entities imposes a Targeted Tax at any point during the Non-Relocation Term, TeamCo shall have the right to terminate this Non-Relocation Agreement and, in such event, be relieved of all obligations due from TeamCo or the Team to the Authority under this Non-Relocation Agreement, if and only if TeamCo provides Notice to the Authority of its intent to relocate the Team within thirty-six (36) months after the passage and approval or assessment of any Targeted Tax, and the Team ceases to play its MLB regular season and postseason games for which it is designated under MLB Rules as the home team at the Stadium within thirty-six (36) months after providing such Notice. Notwithstanding the foregoing, if StadCo, TeamCo, or the Team is permitted to and chooses to contest the imposition of the Targeted Tax (with or without payment of the Targeted Tax prior to the contest), then solely for purposes of the preceding sentence the Targeted Tax shall not be deemed to have been passed and approved or assessed unless and until some or all of the Targeted Tax is upheld by a final, non-appealable decision of the court or agency with jurisdiction over the contest.

ARTICLE 5

ASSIGNMENT

Section 5.1 Sale of Team; Assignment of TeamCo's Interest.

TeamCo shall not have the right to sell or transfer the Team to a third party or Assign this Non-Relocation Agreement without the Approval of the Authority; *provided, however*, that TeamCo shall have the right to sell or transfer the Team to a third party or Assign this Non-Relocation Agreement without the Approval of the Authority so long as such sale or transfer of the Team or Assignment of this Non-Relocation Agreement complies with each of the following conditions precedent:

- (a) the Successor Owner executes and delivers to the Authority an assignment and assumption agreement in a form Approved by the Authority whereby such Successor Owner assumes full responsibility for the performance of all of the obligations of TeamCo under this Non-Relocation Agreement arising on and after the date of such sale or transfer

of the Team or Assignment of this Non-Relocation Agreement (an “Assignment and Assumption Agreement”);

(b) in all instances, from and after such sale or transfer of the Team or Assignment of this Non-Relocation Agreement, the Successor Owner must also be the successor to TeamCo under all the Project Documents with respect to obligations arising on or after the date of such sale or transfer of the Team or Assignment of this Non-Relocation Agreement; and

(c) MLB Approval is obtained for such sale or transfer of the Team or Assignment of this Non-Relocation Agreement in accordance with all applicable MLB Rules;

provided, however, that neither (i) an Equity Control Transfer nor (ii) TeamCo’s pledge of this Non-Relocation Agreement to a lender providing debt financing to TeamCo, StadCo or HoldCo (as opposed to TeamCo’s transfer of this Non-Relocation Agreement pursuant to foreclosure or other exercise of remedies by such lender) (a “Pledge”) shall require compliance with the foregoing clauses (a) and (b).

Section 5.2 Equity Control Transfer.

For purposes of this Non-Relocation Agreement, the term “sale/sell or transfer of the Team” shall include not only an asset sale or transfer of the Team, but also any issuance or transfer of any securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of TeamCo, HoldCo or Atlas Sports LLC (“Atlas Sports”) or any transfer of any equity or beneficial interest in TeamCo, HoldCo or Atlas Sports, in each case that results in either (a) a change of the Controlling Person, if any, of TeamCo, HoldCo or Atlas Sports or (b) the creation of a Controlling Person of TeamCo, HoldCo or Atlas Sports where none existed before (an “Equity Control Transfer”). For the avoidance of doubt, the issuance or transfer of a minority interest in TeamCo, HoldCo or Atlas Sports that does not result in a new Controlling Person is not an Equity Control Transfer and, therefore, shall not be deemed a sale or transfer of the Team hereunder.

Section 5.3 Release of TeamCo.

Subject to satisfaction of the conditions precedent specified in Section 5.1, TeamCo shall be relieved from any obligations arising under this Non-Relocation Agreement related to events occurring on and after the date any sale, transfer or Assignment contemplated therein (other than an Equity Control Transfer or Pledge) is consummated.

Section 5.4 Transfers by the Authority.

The Authority may not transfer its rights under this Non-Relocation Agreement (an “Authority Transfer”) at any time without the Approval of TeamCo, except as provided in Section 17.1(d) of the Stadium Lease.

Section 5.5 Release of the Authority.

No Authority Transfer shall relieve the Authority from any of its obligations under this Non-Relocation Agreement, except that the Authority shall be relieved from any obligations arising under this Non-Relocation Agreement related to events occurring on and after the date of an Authority Transfer if, and only if, (i) TeamCo Approves of such Authority Transfer or (ii) TeamCo's Approval of such Authority Transfer is not required pursuant to Section 5.4 hereof.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1 Representations.

(a) Power and Authority. Each individual executing and delivering this Non-Relocation Agreement on behalf of a Party hereby represents to the other Party that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

(b) TeamCo's Representations. As an inducement to the Authority to enter into this Non-Relocation Agreement, TeamCo hereby represents and warrants to the Authority, as of the Effective Date, as follows:

(i) Organization. TeamCo is a limited liability company, duly organized and validly existing under the laws of the State of California, with all necessary power and authority to enter into this Non-Relocation Agreement and to consummate the transactions herein contemplated. TeamCo is qualified to do business in the State.

(ii) Law. Neither the execution and delivery of this Non-Relocation Agreement by TeamCo nor the performance by TeamCo of its obligations hereunder will (A) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge or other restriction of any Governmental Authority to which TeamCo is subject or any provision of the organizational documents of TeamCo or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify or cancel or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other agreement to which TeamCo is a party or by which TeamCo or its assets are bound.

(iii) Authorization. All proceedings required to be taken by or on behalf of TeamCo to authorize TeamCo to execute and deliver this Non-Relocation Agreement and to perform the covenants, obligations, and agreements of TeamCo hereunder have been duly taken. No consent to the execution and delivery of this Non-Relocation Agreement by TeamCo, or the performance by TeamCo, of its covenants, obligations, and agreements hereunder, is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or

administrative body, Governmental Authority or other Person, other than any such consent which already has been given.

(iv) Binding Obligation and Enforcement. This Non-Relocation Agreement constitutes the valid and legally binding obligation of TeamCo, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(v) Absence of Litigation. To the best knowledge of TeamCo, there is no action, suit, claim, proceeding or investigation pending or currently threatened against TeamCo that questions the validity of this Non-Relocation Agreement or the transactions contemplated herein or that could either individually or in the aggregate have a material adverse effect on the assets, conditions, affairs or prospects of TeamCo, financially or otherwise.

(vi) Controlling Person. John Fisher, or Persons controlled by John Fisher is/are, directly or indirectly, the Controlling Person of TeamCo.

(vii) MLB Approval. All necessary MLB Approvals with respect to this Non-Relocation Agreement have been obtained.

(viii) Owner of Team. TeamCo is the record and beneficial owner of the Team. The Team is a Major League Club in good standing of MLB and, to its best knowledge, is in compliance with all applicable MLB Rules that are relevant to the transactions contemplated herein.

(ix) MLB Rules. The terms of this Non-Relocation Agreement are not inconsistent with the terms of any current MLB Rules or any current interpretation thereof.

(c) Authority Representations. As an inducement to TeamCo to enter into this Non-Relocation Agreement, the Authority represents and warrants to TeamCo, as of the Effective Date, as follows:

(i) Organization. The Authority is a governmental entity, duly organized and validly existing under and by virtue of the provisions of the Act, with all necessary power and authority to enter into this Non-Relocation Agreement and to consummate the transactions herein contemplated.

(ii) Law. Neither the execution and delivery of this Non-Relocation Agreement nor the performance by the Authority of its obligations hereunder will (A) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge or other restriction of any Governmental Authority to which the Authority is subject or any provision of the organizational documents of the Authority or (B) conflict with, result in a breach of, constitute a default under, result

in the acceleration of, create in any Person the right to accelerate, terminate, modify or cancel or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other agreement to which the Authority is a party or by which the Authority or its assets are bound.

(iii) Authorization. All proceedings required to be taken by or on behalf of the Authority to authorize the Authority to execute and deliver this Non-Relocation Agreement and to perform the covenants, obligations, and agreements of the Authority hereunder have been duly taken. No consent to the execution and delivery of this Non-Relocation Agreement by the Authority or the performance by the Authority of its covenants, obligations, and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or other Person, other than any such consent which already has been given.

(iv) Binding Obligation and Enforcement. This Non-Relocation Agreement constitutes the valid and legally binding obligation of the Authority, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(v) Absence of Litigation. To the best knowledge of the Authority, there is no action, suit, claim, proceeding or investigation pending or currently threatened against the Authority that questions the validity of this Non-Relocation Agreement or the transactions contemplated herein or that could either individually or in the aggregate have a material adverse effect on the assets, conditions, affairs or prospects of the Authority, financially or otherwise.

Section 6.2 MLB Approval.

Any amendment to this Non-Relocation Agreement shall be subject to the prior receipt of all necessary MLB Approvals and be made in accordance with all applicable MLB Rules, as the same now exist or may be amended or adopted in the future. Any amendment to this Non-Relocation Agreement shall be prohibited and shall be null and void unless all necessary MLB Approvals are obtained in advance.

Section 6.3 Incorporation of Exhibits.

All Exhibits attached to this Non-Relocation Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 6.4 Third-Party Beneficiary.

Subject to Section 6.18(c) hereof, the provisions of this Non-Relocation Agreement shall inure to the benefit of, and be enforceable by, and only by, the Authority and TeamCo and

any of its permitted successors or assigns (and thus, subject to Section 6.18(c) hereof, no other Person shall be a third-party beneficiary of this Non-Relocation Agreement or have the right to enforce this Non-Relocation Agreement); *provided, however*, that (a) the County and the State (i) are third-party beneficiaries of, and may enforce, TeamCo's obligations, and the Authority's rights, under this Agreement and (ii) as such are hereby deemed to be bound, *mutatis mutandi*, by the provisions herein applicable to express beneficiaries of the Authority's rights under this Non-Relocation Agreement and (b) StadCo and Affiliates of TeamCo and StadCo are third-party beneficiaries of, and may enforce, the Authority's agreement under Section 4.4(c) hereof.

Section 6.5 Notices.

Subject to Section 6.12(a) hereof, all Notices given to a Party under this Non-Relocation Agreement shall be given in writing to such Party at the address set forth in Exhibit B to this Non-Relocation Agreement or at such other address as such Party shall designate by Notice to the other Party to this Non-Relocation Agreement and shall be deemed given and received on the date delivered if served personally or by overnight delivery service or, if sent by United States registered or certified mail, then one (1) Business Day after its delivery to the address of the respective Party, as provided in this Section 6.5, except that with respect to the Notices pertaining to matters that are to be accomplished within less than three (3) Business Days (e.g., requests for Approvals when the Person whose Approval is sought has one (1) Business Day to respond in the granting or denying of such Approval), Notice shall be deemed given simultaneously with its delivery. Notices sent by a Party's counsel shall be deemed Notices sent by such Party. Each Party shall have the right at any time and from time to time to specify additional Persons ("Additional Addressees") to whom Notice hereunder must be given, by delivering to the other Party five (5) days' Notice thereof setting forth a single address for each such Additional Addressee; *provided, however*, that no Party shall have the right to designate more than two (2) such Additional Addressees. If a Party provides an email address pursuant to this Section 6.5, a courtesy copy of each notice to such Party shall also be sent to such Party's designated email address, but a failure to provide such courtesy copy via email shall not invalidate a notice otherwise validly given pursuant to this Section 6.5.

Section 6.6 Severability.

If any term or provision of this Non-Relocation Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Non-Relocation Agreement, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Non-Relocation Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.7 Entire Agreement; Amendment and Waiver.

This Non-Relocation Agreement and the other Project Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior

written and oral agreements and understandings with respect to such subject matter. There are no unwritten or oral agreements among the Parties with respect to the subject matter hereof. Neither this Non-Relocation Agreement nor any of the terms hereof, including this Section 6.7, may be terminated, amended, supplemented, waived or modified orally or by conduct of the Parties, but only by, subject to compliance with Section 6.2 hereof and except as otherwise provided in Article 6 hereof in the case of termination, an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances, (a) in exercising any power, right or remedy under this Non-Relocation Agreement or (b) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Non-Relocation Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence upon strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or instance thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Section 6.8 Table of Contents; Headings.

The table of contents and headings of the various articles, sections, and other subdivisions of this Non-Relocation Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 6.9 Parties in Interest; Limitation on Rights of Others.

The terms of this Non-Relocation Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Subject to Section 6.4 and Section 6.18(c) hereof, nothing in this Non-Relocation Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Non-Relocation Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Non-Relocation Agreement.

Section 6.10 Counterparts.

This Non-Relocation Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A telecopy, facsimile or other electronic signature (such as a pdf) of either Party shall be considered to have the same binding effect as an original signature.

Section 6.11 Applicable Law.

This Non-Relocation Agreement shall be governed by and construed and enforced in accordance with the internal Applicable Laws of the State without giving effect to the principles of conflicts of law thereof.

Section 6.12 Venue; Waiver of Jury.

(a) Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Nevada state court or federal court of the United States of America and any appellate court from any thereof, in any proceeding arising out of or relating to this Non-Relocation Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such proceeding except in such courts, (ii) agrees that any claim in respect of any such proceeding may be heard and determined in such Nevada state court or in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding in any such Nevada state or federal court, (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Nevada state or federal court, and (v) to the extent such Party is not otherwise subject to service of process in the State, appoints Corporation Service Company as such Party's agent in the State for acceptance of legal process and agrees that service made on any such agent shall have the same legal force and effect as if served upon such Party personally within such state. Each of the Parties agrees that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS NON-RELOCATION AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NON-RELOCATION AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS NON-RELOCATION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.12. THIS SECTION 6.12 SHALL SURVIVE ANY TERMINATION OF THIS NON-RELOCATION AGREEMENT.

Section 6.13 Payment on Business Days.

If any payment under this Non-Relocation Agreement is required to be made on a day other than a Business Day, the date of payment shall be extended to the next Business Day.

Section 6.14 Time is of the Essence.

The times for performance provided in this Non-Relocation Agreement are essential due to the obligations and expenditures of the Parties. If a time is not specified, performance shall be required promptly and with due regard to the conditions of performance of other Parties in reliance thereon. All provisions in this Non-Relocation Agreement that specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, if the date specified or computed under this Non-Relocation Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party, or for the occurrence of any event provided for herein, is a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday.

Section 6.15 Interpretation and Reliance.

The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Non-Relocation Agreement and that it has not been written solely by counsel for one Party. The Parties further agree that the language used in this Non-Relocation Agreement is the language chosen by the Parties to express their mutual intent and that no rule of strict construction is to be applied against any Party.

Section 6.16 No Assignment.

Neither this Non-Relocation Agreement nor any of its rights, responsibilities or obligations can be transferred or assigned, whether by operation of law or otherwise, without the prior written Approval of the non-assigning Party except as expressly provided in this Non-Relocation Agreement.

Section 6.17 Attorneys' Fees.

If a Party defaults in the performance of any covenants, obligations or agreements of such Party contained herein and the other Party places the enforcement of such instrument, or any part thereof, or the exercise of any other remedy therein provided for such default, in the hands of an attorney who files suit or institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable and documented attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Non-Relocation Agreement into any judgment on such instrument.

Section 6.18 MLB Rules.

Any contrary provisions contained herein notwithstanding (but subject to Section 6.19 hereof):

(a) This Non-Relocation Agreement and the rights of the Authority or any express beneficiary of the Authority's rights under hereunder, including the exercise of any rights or remedies hereunder, whether existing by statute, law or as a matter of equity, and the obligations of TeamCo hereunder, shall be and are subject to the MLB Rules, as determined by MLB in its sole discretion, the application or enforcement of which the Authority and any express beneficiary of the Authority's rights hereunder shall not directly or indirectly oppose, interfere with or seek to limit, whether by action or inaction, in any fashion whatsoever, whether or not explicit reference thereto is made herein, and nothing herein is intended to violate or breach any such MLB Rules.

(b) TeamCo hereby agrees not to propose or initiate any future MLB Rules or any future interpretations thereof that could reasonably be expected to be inconsistent with or contrary to the terms of this Non-Relocation Agreement or could reasonably impede or interfere with the performance by TeamCo of its obligations under this Non-Relocation Agreement.

(c) Neither TeamCo nor any other Person (other than the Commissioner or MLB) shall have any right to enforce any provision of this Section 6.18; *provided, however*, that the Authority shall have the right to enforce the terms of Section 6.18(b) hereof.

(d) The Commissioner and MLB are intended third-party beneficiaries of the provisions of this Section 6.18 and each other provision in this Non-Relocation Agreement that prohibits action without first obtaining MLB Approval and, in addition to their right to waive or enforce the provisions of this Section 6.18, the Commissioner and MLB shall be entitled and have the right to waive or enforce such other provisions directly against either Party (or their successors and permitted assigns) to the extent that any such other provision is for the benefit of the Commissioner, MLB or the Major League Baseball Clubs.

(e) The Authority, by its acceptance of the benefits hereof, hereby agrees that it shall, for no further consideration, execute and deliver any documents or instruments or take any other action that the Commissioner or MLB may reasonably request in order to evidence or effectuate the terms of this Section 6.18.

(f) The Commissioner and MLB shall have no liability whatsoever to any Person for actions taken pursuant to this Section 6.18 (other than for fraudulent acts or willful misconduct with respect to this Section 6.18 by the Commissioner or MLB), and the Authority hereby releases the Commissioner and MLB from any and all claims arising out of or in connection with any such actions (other than, for the avoidance of doubt, for fraudulent acts or willful misconduct with respect to this Section 6.18 by the Commissioner or MLB). Nothing contained in this Non-Relocation Agreement shall create any duty on behalf of the Commissioner or MLB to any other Person.

Section 6.19 Special Terms Relating to MLB Rules.

The terms set forth in Section 6.18(a) through Section 6.18(f) above:

(a) are not intended to, and shall not annul or modify, the limitation on the number of MLB Home Games that the Team may play outside the Stadium in any single Championship Season or two consecutive Championship Seasons as set forth in and in accordance with Section 2.2(a)(i);

(b) shall be subject to the following: (x) the terms addressing the application of MLB directives, MLB orders, and MLB Rules without discrimination to the Team or the Stadium set forth in Section 2.2(a)(ii), Section 2.2(b)(vi), Section 4.1(a), Section 4.3(a), Section 4.3(b), and the definition of “Untenantability Period” set forth in Exhibit A hereto; and (y) Section 4.4(d); and

(c) are not intended to, and shall not annul or modify the rights of the Authority, and any express beneficiary of the Authority’s rights under this Agreement, to exercise its rights and remedies to pursue an action for monetary damages upon the occurrence of any Other TeamCo Default in accordance with Section 4.2.

Section 6.20 Independent Consideration.

Without limiting the terms and conditions of this Non-Relocation Agreement, (a) the Parties hereby acknowledge and agree that the rights and obligations contained in this Non-Relocation Agreement are independent obligations for which separate consideration was received and (b) TeamCo acknowledges that the obligations of TeamCo pursuant to this Non-Relocation Agreement are independent of its rights and obligations pursuant to the other Project Documents.

Section 6.21 Interest on Overdue Obligations and Post-Judgment Interest.

If any sum due hereunder is not paid by the due date thereof, the Party owing such obligation to the other Party shall pay to the other Party interest thereon at the Default Rate concurrently with the payment of the amount, such interest to begin to accrue as of the date such amount was due. Any payment of such interest at the Default Rate pursuant to this Non-Relocation Agreement shall not excuse or cure any default hereunder. All payments shall first be applied to the payment of accrued but unpaid interest. The amount of any judgment obtained by one Party against the other Party in any action or proceeding arising out of a default by such other Party under this Non-Relocation Agreement shall bear interest thereafter until paid at the Default Rate.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Non-Relocation Agreement has been executed by the Parties as of the Effective Date.

CLARK COUNTY STADIUM AUTHORITY,
a corporate and politic body and political
subdivision of Clark County, Nevada

By: 

Steven D. Hill
Chairman

ATHLETICS INVESTMENT GROUP LLC,
a California limited liability company

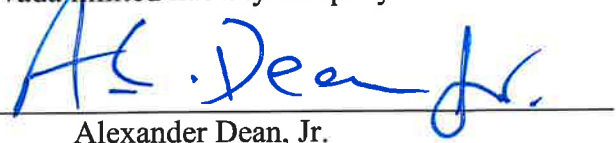
By: 

Alexander Dean, Jr.
Authorized Person

StadCo hereby agrees and consents to Section 2.3 of this Non-Relocation Agreement, solely to the extent of StadCo's obligations expressly set forth herein.

ATHLETICS STADCO LLC,
a Nevada limited liability company

By:



Alexander Dean, Jr.
Authorized Person

EXHIBIT A
TO
NON-RELOCATION AGREEMENT

GLOSSARY OF DEFINED TERMS AND RULES AS TO USAGE

Glossary of Defined Terms

“Act” shall mean the 2023 Southern Nevada Tourism Innovation Act.

“Additional Addressees” shall have the meaning set forth in Section 6.5 of this Non-Relocation Agreement.

“Affiliate” shall mean, with respect to a specified Person, any other Person that directly or indirectly, through one or more intermediaries Controls, is Controlled by, or is under common Control with the Person specified. For purposes of this definition, the terms “Controls,” “Controlled by,” or “under common Control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

“Applicable Law” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements, and orders that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person), and (ii) are applicable to this Non-Relocation Agreement or the performance of the obligations of the parties under this Non-Relocation Agreement.

“Approval,” “Approve” or “Approved” shall mean (i) with respect to any item or matter for which the approval of the Authority or the Authority Representative, as the case may be, is required under the terms of this Non-Relocation Agreement, the specific approval of such item or matter by the Authority pursuant to a written instrument executed by the Authority or the Authority Representative, as applicable, delivered to TeamCo, and shall not include any implied or imputed approval, but shall include any approval that is deemed approved pursuant to the terms of this Non-Relocation Agreement, and no approval by the Authority or the Authority Representative pursuant to this Non-Relocation Agreement shall be deemed to constitute or include any approval required in connection with any governmental functions of the Authority, the State or the County, unless such written approval shall so specifically state; (ii) with respect to any item or matter for which the approval of TeamCo is required under the terms of this Non-Relocation Agreement, the specific approval of such item or matter by TeamCo pursuant to a written instrument executed by a duly authorized officer of TeamCo, as permitted pursuant to the terms of this Non-Relocation Agreement, and delivered to the Authority and shall not include any implied or imputed approval, but shall include any approval that is deemed approved pursuant to the terms of this Non-Relocation Agreement; and (iii) with respect to any item or matter for which the approval of any other Person is required under the terms of this Non-Relocation Agreement (other than MLB Approval), the specific approval of such item or matter by such Person pursuant to a written instrument executed by a duly authorized representative of such Person and delivered to the Authority or TeamCo, as applicable, and shall not include any implied or imputed approval.

In such use, all Approvals shall not be unreasonably withheld, conditioned or delayed, unless the terms of this Non-Relocation Agreement specify otherwise.

“Assign” and “Assignment” shall mean to sell, assign, transfer, mortgage, pledge, hypothecate, encumber, sublet, license or grant a security interest in or upon TeamCo’s rights under this Non-Relocation Agreement, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise .

“Assignment and Assumption Agreement” shall have the meaning set forth in Section 5.1(b) of this Non-Relocation Agreement.

“Atlas Sports” shall have the meaning set forth in Section 5.2 of this Non-Relocation Agreement.

“Authority” shall have the meaning set forth in the Preamble of this Non-Relocation Agreement.

“Authority Event of Default” shall have the meaning set forth in Section 15.1(b) of the Stadium Lease.

“Authority Representative” shall mean the representative of the Authority appointed pursuant to Section 1.4 of the Stadium Lease.

“Authority Transfer” shall have the meaning set forth in Section 5.3 of this Non-Relocation Agreement.

“Basic Agreement” shall mean any collective bargaining agreement between the 30 Major League Baseball Clubs and the Major League Baseball Players Association, and any amendments thereto or successor collective bargaining agreements between the Major League Baseball Clubs and the Major League Baseball Players Association.

“Board of County Commissioners” shall mean the seven-member governing body of the County.

“BOC” shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs that are party to the Major League Constitution, and any successor organization thereto.

“Bonds” shall mean the bonds issued by the County pursuant to Section 34 of the Act.

“Business Day” shall mean a day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required to operate or authorized to close in the County.

“Championship Season” shall mean, in any given year of the Non-Relocation Term, the regular season defined by MLB as the games that count toward league standings for that year, but specifically excluding any pre-season (including spring training), Postseason, All Star, World

Baseball Classic or other game designated by the BOC that does not count toward league standings. Championship Seasons are sometimes referred to herein by the calendar year in which they are played (e.g., the “2029 Championship Season”).

“Commissioner” shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, the Executive Council or any Person or other body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

“Community Benefits Agreement” shall have the meaning set forth in the Stadium Lease.

“Condemnation Action” shall mean a taking by any Governmental Authority (or other Person with power of eminent domain) by exercise of any right of eminent domain or by appropriation or an acquisition by any Governmental Authority (or other Person with power of eminent domain) through a private purchase in lieu thereof.

“Construction Funds Trust Agreement” shall have the meaning set forth in the Stadium Lease.

“Controlling Person” shall mean, with respect to any Person, any individual that directly or indirectly controls such Person. As used in this definition, the term “control” shall mean the possession, directly or indirectly, of the power either to (i) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (ii) direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

“County” shall have the meaning set forth in the Recitals of this Non-Relocation Agreement.

“County Development Agreement” shall have the meaning set forth in the Stadium Lease.

“Deed” shall have the meaning set forth in the Stadium Lease.

“Default Rate” shall mean an interest rate equal to the prime rate in effect on the date that the applicable underlying payment was required to be made (as reported in The Wall Street Journal) plus two percent (2%).

“Designated Postseason Host Stadium(s)” shall have the meaning set forth in Section 2.2(a)(ii) of this Non-Relocation Agreement.

“Designated Stadium(s)” shall have the meaning set forth in Section 2.2(b)(vi) of this Non-Relocation Agreement.

“Determination of Taxability” shall mean and be deemed to have occurred on the first to occur of the following: (a) the receipt by the County or a registered owner of the Bonds of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that interest on the Bonds is includable in the gross income of the registered owners thereof under the Internal Revenue Code of 1986, as amended (the “Tax Code”); (b) the issuance of any public or private ruling of the Internal Revenue Service to the County that interest on the Bonds is includable in the gross income of the registered owners thereof under the Tax Code; (c) receipt by the County or the registered owners of the Bonds of a written opinion of nationally recognized bond counsel to the County that the interest on the Bonds is or has become includable in the gross income of the registered owners thereof under the Tax Code; or (d) notice to the Authority and TeamCo from the County that the County has entered into a settlement agreement or voluntary closing agreement with the Internal Revenue Service to resolve a violation of federal tax laws applicable to the Bonds due to a Reconveyance.

“Development Agreement” shall have the meaning set forth in the Stadium Lease.

“Development Credit” shall mean the amount contributed by the County (not less than \$25,000,000) pursuant to Section 33(3) of the Act.

“Development Credit Unamortized Amount” shall mean the remaining unamortized amount of the Development Credit (calculated as of the date of the receipt of payment by the County from the Authority pursuant to Section 4.5(a) of the amount due under Section 4.4(a)(i) after the occurrence of a Specified Relocation Default) using a 25 year amortization which amortization for purposes of this calculation is commenced on the date of contribution of the Development Credit by the County.

“Effective Date” shall have the meaning set forth in the Preamble of this Non-Relocation Agreement.

“Emergency” shall have the meaning set forth in the Stadium Lease.

“Emergency Repairs” shall have the meaning set forth in the Stadium Lease.

“Equity Control Transfer” shall have the meaning set forth in Section 5.2 of this Non-Relocation Agreement.

“Executive Council” shall mean the Executive Council of Major League Baseball that is governed by the Major League Constitution, and any successor body thereto.

“Force Majeure” shall mean the occurrence of any of the following, for the period of time, if any, that the performance of a Party’s material obligations under this Non-Relocation Agreement is actually delayed or prevented thereby: acts of God, acts of the public enemy, moratoria or emergency orders issued by a Governmental Authority, the confiscation or seizure by any Governmental Authority, insurrections, wars or war-like action (whether actual and pending or expected), arrests or other restraints of government (civil or military), blockades, embargoes, strikes, labor unrest or disputes (excluding any MLB Labor Dispute), unavailability of labor or materials, epidemics, pandemics and health emergencies (including Governmental Authority and MLB directives or requirements that MLB Home Games not be played at the Stadium in

connection therewith), landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, delays in governmental permitting or approvals (that are greater than any delays that have been historically a normal and customary part of the permitting and approval process in Clark County, Nevada and are not otherwise attributable to a failure on the part of the Person seeking a permit or approval to comply with the relevant application process by, for example, failing to timely provide a complete application or required supporting documentation or a failure to timely respond to requests for additional information), litigation that impacts the exercise of a Party's rights, or impairs a Party's ability to fulfill its obligations, under this Non-Relocation Agreement, referenda arising from or relating to the construction and/or operation of the Stadium project, any delays occasioned by proceedings under the Alternative Dispute Resolution Procedures of Section 19.13 of the Stadium Lease, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable control of the Party claiming the right to delay or be relieved of performance on account of such occurrence and that, in any event, is not a result of the intentional act, gross negligence or willful misconduct of the Party claiming the right to delay or be relieved of performance on account of such occurrence (as each of the same shall be determined pursuant to the Alternative Dispute Resolution Procedures of Section 19.13 of the Stadium Lease). Notwithstanding the foregoing, "Force Majeure" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"Governmental Authority" shall mean any federal, state, county, city, local or other government or political subdivision, court or any agency, authority, board, bureau, commission, department or instrumentality thereof.

"HoldCo" shall have the meaning set forth in the Recitals of this Non-Relocation Agreement.

"Improvements" shall mean the Stadium and all other improvements, additions, and alterations constructed, provided or added thereto from time to time, and all rights, interests, privileges, easements, and appurtenances related thereto.

"Land" shall have the meaning set forth in Section 2.1 of the Stadium Lease.

"Legal Holiday" shall mean any day, other than a Saturday or Sunday, on which the Authority's administrative offices are closed for business.

"Major League Baseball" or "MLB" shall mean, depending on the context, any or all of: (i) the BOC, each other MLB Entity and/or all boards and committees thereof, including the Executive Council, and/or (ii) the Major League Clubs acting collectively.

"Major League Baseball Club" or "Major League Club" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"Major League Constitution" shall mean the Major League Constitution adopted by the Major League Baseball Clubs, as the same may be amended, supplemented, or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

“Material Additional Work” shall have the meaning set forth in the Stadium Lease.

“MLB Approval” shall mean, with respect to the Major League Clubs, the Commissioner, the BOC, or any other MLB Entity any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Entity” shall mean each of the BOC, The MLB Network, LLC, MLB Advanced Media, L.P., Tickets.com LLC, and/or any of their respective present or future affiliates, assigns or successors.

“MLB Governing Documents” shall mean the following documents as in effect from time to time and any amendments, supplements, or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (i) the Major League Constitution; (ii) the Basic Agreement; (iii) the Major League Rules (and all attachments thereto); (iv) the Amended and Restated Interactive Media Rights Agreement, effective as of January 1, 2020, by and among the Commissioner, the Major League Baseball Clubs, the BOC, MLB Advanced Media, L.P. and various other MLB Entities; and (v) each agency agreement and operating guidelines among the Major League Clubs and any MLB Entity, including the Amended and Restated Agency Agreement, effective as of January 1, 2020, by and among the Major League Clubs, the BOC, Major League Baseball Properties, Inc., and MLB Advanced Media L.P. (and the Operating Guidelines related thereto).

“MLB Home Games” shall mean all MLB Scheduled Games of the Team that under MLB Rules are designated as “home games”.

“MLB Labor Dispute” shall mean any of the following that results in MLB canceling the MLB Home Game in question: any owners’ lock-out, players’, referees’ or umpires’ strike or other MLB labor disputes.

“MLB Postseason Games” shall mean MLB games played by the Team that are classified under MLB Rules as Postseason games, including “wildcard games”, “division series games”, “league championship series games”, or “World Series games”.

“MLB Regular Season Games” shall mean MLB games (excluding, for the avoidance of doubt, MLB Postseason Games) played by the Team during each Championship Season.

“MLB Rules” shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

“MLB Scheduled Games” shall mean all MLB Regular Season Games and all MLB Postseason Games.

“Non-Act Revenues” shall mean any moneys lawfully available to the County received from any source, other than revenues from the taxes, fees and charges specified in subsection (1) of Section 29 of the Act.

“Non-Relocation Agreement” shall have the meaning set forth in the Preamble of this Non-Relocation Agreement.

“Non-Relocation Term” shall have the meaning set forth in Section 2.2(a)(i) of this Non-Relocation Agreement.

“Notice” shall mean any Approval, consent, demand, designation, request, election or other notice that any Party gives to the other Party regarding this Non-Relocation Agreement.

“Other TeamCo Default” shall mean: (i) failure of TeamCo to keep, observe or perform any of the terms, covenants or agreements contained in this Non-Relocation Agreement other than those contained in Article 3 hereof; (ii) if an Untenantability Period is caused by the willful misconduct or gross negligence of TeamCo (as each of the same shall be determined pursuant to the Alternative Dispute Resolution Procedures of Section 19.13 of the Stadium Lease); or (iii) any material representation or warranty made in this Non-Relocation Agreement by TeamCo shall be found to have been incorrect in any material respect when made.

“Party(ies)” shall have the meaning set forth in the Preamble of this Non-Relocation Agreement.

“Person” shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority or any other entity or organization.

“Pledge” shall have the meaning set forth in Section 5.1 of this Non-Relocation Agreement.

“Postseason” shall mean all official MLB games between two Major League Baseball Clubs occurring after the end of a Championship Season and which are considered by MLB to be part of its playoff system for that Championship Season leading to and including the World Series championship (as MLB may change such system from time to time).

“Premises” shall have the meaning set forth in Section 2.1 of the Stadium Lease.

“Project Documents” shall mean, collectively, this Non-Relocation Agreement, the Development Agreement, the Construction Funds Trust Agreement, the Stadium Lease, the Community Benefits Agreement, the County Development Agreement and the Team Use Agreement.

“Reconveyance” shall have the meaning set forth in the Deed.

“Relocate” shall mean the action by TeamCo that results in a Relocation.

“Relocation” shall mean a breach by TeamCo of the covenant set forth in Section 2.2(a) hereof (to the extent compliance with Section 2.2(a) hereof is not expressly excused by another term of this Non-Relocation Agreement).

“Relocation Default” shall mean the failure of TeamCo to keep, observe or perform any of the covenants or agreements contained in Article 3 of this Non-Relocation Agreement.

“Required Team Use Terms” shall have the meaning set forth in the Stadium Lease.

“Specified Relocation Default” shall mean the failure of TeamCo to keep, observe or perform the covenant contained in Section 3.1 (and thus Section 2.2(a)) of this Non-Relocation Agreement.

“StadCo” shall have the meaning set forth in the Preamble of this Non-Relocation Agreement.

“Stadium” shall mean the venue to be constructed on the Land primarily for hosting MLB Home Games in accordance with the Project Documents.

“Stadium District” shall mean the County and a radius of twenty-five (25) miles from the location at which the Board of County Commissioners holds its regular meetings as of the effective date of the Act.

“Stadium Lease” shall mean that certain Stadium Lease Agreement dated as of the Effective Date by and between the Authority and StadCo.

“State” shall mean the State of Nevada.

“Successor Owner” shall mean the Person who is TeamCo’s successor by sale, transfer or Assignment of the Team or TeamCo’s interest under this Non-Relocation Agreement.

“Targeted Tax” shall mean any Tax by the State, the County, the Authority or any other Governmental Authority controlled by some, all or any of them not in effect on the Effective Date that, either by its terms or the effect of its application, is either (i) not of general application but rather is directed (or effectively directed) at (a) StadCo, (b) TeamCo, the Team or any of the Team’s spectators, members or participants with respect to activities at or related to the Premises, (c) any other Major League Club or such Major League Club’s spectators, members or participants with respect to activities at or related to the Premises or (d) the activities at the Premises or the revenues derived therefrom or (ii) any property tax, possessory interest tax, or ad valorem property taxes related to any land, improvements (except by express agreement of StadCo, TeamCo or the Team as set forth in the Act) or other property of any kind included in the total cost of the Stadium which is owned by the Authority, as such tax is contrary to or otherwise inconsistent with the exemptions from such taxes provided in the Act, including Section 33 (1) (c) of the Act (as in effect on the Effective Date). With respect to the interpretation and application of clauses (i) (a), (b), (c) and (d) of the immediately preceding sentence, the term Targeted Tax shall not include any commerce, sales, use, excise, margin, ad valorem, entertainment, franchise or other taxes that exist on the Effective Date or that may be imposed at any point during the Non-Relocation Term if that is a tax of general application and is not directed (or effectively directed) as outlined above.

“Tax” or “Taxes” shall mean any general or special, ordinary or extraordinary, tax, imposition, assessment, levy, usage fee, excise or similar charge, however measured, regardless of the manner of imposition or beneficiary, that is imposed by any Governmental Authority (including the application or imposition of any so-called “live entertainment” or similar tax to professional sports events).

“Team” shall mean the Oakland Athletics Major League Baseball Club.

“TeamCo” shall have the meaning set forth in the Preamble of this Non-Relocation Agreement.

“Team Use Agreement” shall have the meaning set forth in the Stadium Lease.

“Term Commencement Date” shall mean the “Substantial Completion Date” as such term is defined in the Development Agreement; *provided, however*, that if the Substantial Completion Date has not occurred at the time MLB sets the schedule for the applicable Championship Season and MLB determines that it is reasonably likely that the Substantial Completion Date will not have occurred by the date that is ninety (90) days before the start of such Championship Season, then the Team must be permitted to play MLB Home Games elsewhere during such Championship Season and the Term Commencement Date shall instead commence upon the first MLB Home Game played at the Stadium.

“Term Expiration Date” shall mean the date that is thirty (30) years after the Term Commencement Date; *provided* that if such date occurs within a Championship Season or within thirty (30) days following a Championship Season, such date shall be automatically extended to the date that is thirty (30) days following the end of such Championship Season.

“Untenantability Period” shall mean the period following:

(a) the damage or destruction of the Improvements, or any portion thereof, by fire or other casualty pursuant to Section 12.1 of the Stadium Lease;

(b) any other Force Majeure event;

(c) the occurrence of a Condemnation Action (including a temporary taking under Section 11.7 of the Stadium Lease);

(d) the application of any Applicable Law, requirement of Governmental Authority or MLB Rule relating to health and safety (including the determination of the condition or safety of the Stadium by MLB or any Governmental Authority), so long as such MLB Rule is applied by MLB without discrimination in application to the Team or Stadium, including, without limitation, (i) a determination by MLB or a Governmental Authority that the use or occupancy of any material portion of the Stadium or access to the Stadium via the area surrounding the Stadium is not permitted under any Applicable Law or is unsafe for ordinary and customary usage or (ii) any other determination by MLB, in a written directive, declaration or ruling addressed to the Team (sent in good faith and not at the request of Team) and provided to the Authority, that the condition of the Stadium is such that MLB prohibits the playing of MLB Home Games at

the Stadium because an MLB Home Game cannot reasonably be held, or reasonably be foreseen to be held, at the Stadium in accordance with the MLB standards for exhibition of MLB games, as such standards may be determined and applied by MLB from time to time; *provided* that such standards are applied by MLB without discrimination in application to the Team or Stadium;

(e) an Emergency, for so long as Emergency Repairs are being diligently pursued pursuant to Section 7.6(c)(ii) of the Stadium Lease; or

(f) the commencement of Material Additional Work of a scale which could not reasonably be completed during an MLB off season, provided that the approval rendered pursuant to Section 8.1 of the Stadium Lease contemplated construction of such Material Additional Work to occur during a Championship Season and closure of the Stadium during such construction.

Rules as to Usage

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.
2. “Include,” “includes,” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import.
3. “Writing,” “written,” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.
4. Any agreement, instrument or Applicable Law defined or referred to above means such agreement or instrument or Applicable Law as from time to time amended, amended and restated, restated, renewed or extended, supplemented or otherwise modified, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor Applicable Law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.
5. References to a Person are also to its permitted successors and assigns.
6. Any term defined above by reference to any agreement, instrument or Applicable Law has such meaning whether or not such agreement, instrument or Applicable Law is in effect.
7. “Hereof,” “herein,” “hereunder,” and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Exhibit are to exhibits or appendices attached to such instrument or agreement.
8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships, and associations of every kind and character.
9. References to any gender include, unless the context otherwise requires, references to all genders.
10. “Shall” and “will” have equal force and effect.
11. Unless otherwise specified, all references to a specific time of day shall be based upon Pacific Standard Time or Pacific Daylight Savings Time, as applicable on the date in question in Clark County, Nevada.
12. References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

EXHIBIT B
TO
NON-RELOCATION AGREEMENT

ADDRESSES FOR NOTICES

A. AUTHORITY: CLARK COUNTY STADIUM AUTHORITY

Notices: All Notices to the Authority shall be sent to:

Clark County Stadium Authority
c/o Las Vegas Convention and Visitors Authority
3150 Paradise Road
Las Vegas, Nevada 89109
Attention: Ed Finger
Email: efinger@lvstadiumauthority.com

with copies of all Notices to the Authority being sent to:

Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, Texas 77002
Attention: Mark B. Arnold
Email: MarkArnold@HuntonAK.com

B. TEAMCO: ATHLETICS INVESTMENT GROUP LLC

Notices: All Notices to TeamCo shall be sent to:

Athletics Investment Group LLC
400 Ballpark Drive
West Sacramento, California 95691
Attention: President and Chief Legal Officer
Email: Legal-Notices@athletics.com

with copies of all Notices to TeamCo being sent to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661
Attention: Adam Klein
Email: adam.klein@katten.com