

**Table B**  
**Key Stadium Agreement Terms for Leases for Four Public Agencies and Four Professional Sports Teams**

KEY STADIUM AGREEMENT TERMS FOR LEASES	ANAHEIM AND THE ANGELS	SAN DIEGO AND THE PADRES	SANTA CLARA AND THE 49ERS	SAN FRANCISCO AND THE GIANTS
<b>Extensions</b>	So long as Tenant is not then in default under this Lease, Tenant shall have the right and option upon not less than twelve (12) months written notice to Landlord prior to the end of the then Term, to extend the Term on the same terms and conditions as set forth in this Lease for up to three (3) additional periods of three (3) years each.	The Padres shall have the option to extend this agreement and the Padres’ right to use the Usable City Property for an additional five (5) year term commencing the day after the Initial Expiration Date . . . (the “First Extension Term”); and the Padres shall have the option to extend this Agreement and the Padres’ right to use the Usable City Property for a second additional five (5) year term commencing the day after the expiration of the First Extension Term . . . (the “Second Extension Term”).	Tenant shall have the option to extend the Lease Term for five (5) additional successive periods of four (4) years each . . .  Tenant may exercise such options to extend (each, an “Extension Option” and, collectively, the “Extension Options”) by giving written notice to Landlord of the exercise of the Extension Option (“Option Notice”) not later than one (1) year prior to the Lease Expiration Date (as the same may have previously been extended).	At its option, Tenant may extend the Initial Term of this Lease in accordance with all the provisions of this Lease for eight (8) additional successive periods (each, an “Extended Term”). The first seven (7) Extended Terms shall be for successive periods of five (5) years each. The last Extended Term shall be for a period of six (6) years after the expiration of the seventh Extended Term. Tenant may exercise such rights to extend (each such, an “Option”) by giving written notice to Landlord of the exercise of the Option (“Option Notice”) . . .
<b>Right to Terminate Without Cause</b>	Tenant shall have the option to terminate this Lease at any time, without cause, to be effective no later than December 31, 2020. Such termination option shall be exercised by Tenant by giving Landlord not less than twelve (12) months written notice prior to the effective date of such termination . . . *	N/A	N/A	N/A
<b>Base Rent</b>	During the Term, Tenant shall pay Landlord semi-annually a sum (the “Base Rent”) determined as follows . . .  . . . the present value (as of the Commencement Date) of the amounts to be contributed by Landlord pursuant to [the lease] (the “Discounted Amount”) shall be computed based on a disbursement schedule prepared by Tenant pursuant to [the lease] and a discount rate of five and one-half percent (5.5%), compounded semi-annually.  At that time, the semi-annual amount (the “Level Payment Amount”) required to fully-amortize the Discounted Amount with level (i.e., equal in amount) semi-annual payments in arrears during the period commencing on the Commencement Date up to and including December 31, 2029 shall be computed based upon an interest rate of seven and one-half percent (7.5%), compounded semi-annually . . .	In accordance with the schedule for payments set forth [in the lease], the Padres shall pay the City fixed rent (“Rent”) for the City Property at the rate of five hundred thousand dollars (\$500,000) for each Fiscal Year, as such amount is adjusted from time to time pursuant to [CPI] . . .  On the fifth (5th) anniversary of the Commencement Date, and on every fifth (5th) anniversary thereafter during the Term, the Rent then in effect shall be adjusted upward by the amount of the percentage increase, if any, in the CPI . . . Rent shall not under any circumstances be adjusted downward.  Rent for each Fiscal Year shall be due and payable in two (2) equal installments . . .	Subject to adjustment as provided [in the lease], for each Lease Year in the Initial Term, Tenant shall pay to Landlord, as fixed rent for the Stadium (“Facility Rent”), an amount equal to TWENTY-FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$24,500,000.00).  . . . either Party may, not sooner than the expiration of Lease Year 24, nor later than the expiration of Lease Year 25 (“Market Rent Deadline”), by notice to the other Party, elect to have the fair market rent (“Market Rent”) for the Premises determined by the appraisal process . . .  If either Party makes a Market Rent Election prior to the Market Rent Deadline, then, effective as of the commencement of Lease Year 33, and continuing for the remainder of the Initial Lease Term . . . the Facility Rent shall, subject to the provisions of [the lease], equal the Market Rent.	Tenant shall pay to Landlord, as Minimum Rent, the annual sum of One Million Two Hundred Thousand Dollars (\$1,200,000), subject to [CPI] adjustment as provided [in the lease], and subject to Extension Fee Rent Credits . . . Minimum rent shall be payable in advance, in equal quarterly installments . . .  At the beginning of the first Extended Term and again at the beginning of the fifth Extended Term, Minimum Rent shall be determined in the manner specified in this Section . . . (subject to subsequent CPI adjustment . . .)  Following delivery of Tenant’s Option Notice for the first Extended Term or the fifth Extended Term, pursuant to [the lease], Landlord and Tenant shall attempt in good faith to agree upon the Fair Market Rent for the Property.

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	<p>Subject to Tenant’s financial obligations contained in this Lease (including, without limitation, Tenant’s obligation to make Base Rent payments as provided . . . ), Landlord will contribute up to Eighty Million Dollars (\$80,000,000) as set forth in the disbursement schedule [prepared by tenant] from any Base Rent received by Landlord from Tenant prior to such contribution (plus Interest earned thereon . . . )</p> <p>Tenant shall have the right at its option to prepay, in whole or part, and in one or more installments, any unpaid scheduled Base Rent payments, upon prior written notice to Landlord . . .</p> <p>Landlord . . . shall hold such prepaid amounts in interest bearing assets . . . until required to pay for Costs of the Stadium Renovations or otherwise credited or distributed pursuant to this Lease. †</p>			
<p><b>Ticket Revenue from Games</b></p>	<p>Tenant will pay Landlord as additional rent each year during the Term Two Dollars (\$2) for each paid admission ticket to a Team home game held at the Baseball Stadium in excess of two million six hundred thousand (2,600,000) paid baseball admissions in such year.</p> <p>Tenant shall be limited in the number of complimentary tickets which Tenant may provide . . . which shall not exceed 3,000 tickets per game and 100,000 tickets per year.</p> <p>Any complimentary tickets made available by Tenant in excess of the foregoing limits . . . will be counted as paid admission tickets for such year.</p>	<p>N/A</p>	<p>Tenant shall collect, on the Stadium Authority’s behalf, a fee on each Ticket for NFL Games in the Stadium equal to thirty five cents (\$0.35) per Ticket, up to a maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per Lease Year (the “City of Santa Clara Senior and Youth Program Fee”). In accordance with the Ground Lease, the Stadium Authority is required to pay the City the annual proceeds from the City of Santa Clara Senior and Youth Program Fee.</p> <p>Effective as of the commencement of Lease Year 24/25, the City of Santa Clara Senior and Youth Program Fee . . . shall be increased to forty cents (\$0.40) per Ticket, up to a maximum amount of Three Hundred Thousand Dollars (\$300,000.00) per Lease Year.</p> <p>Effective as of the commencement of Lease Year 34/35 and every ten (10) Lease Years thereafter, (a) the City of Santa Clara Senior and Youth</p>	<p>Tenant consents to the imposition, extension, renewal, or substitution of a tax on admissions to Baseball Home Games at the Ballpark, in the amount of \$0.25 per ticket (the “Existing Baseball Admissions Tax”).</p>

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			<p>Program Fee shall be increased by five cents (\$0.05) and (b) the maximum amount of the City of Santa Clara Senior and Youth Program Fee per Lease Year shall be increased by an additional Fifty Thousand Dollars (\$50,000.00).</p>	
<p><b>Parking Revenue from Games</b></p>	<p>If in any year the net operating income received by Tenant from all parking operations at the Stadium Site on days of Team home games ("Parking Revenues") exceeds Four Million Dollars (\$4,000,000) (adjusted each year by Increases in the CPI), Tenant will pay to Landlord as additional rent twenty-five percent (25%) of such excess.</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>
<p><b>Other Events Revenue</b></p>	<p>If in any year the Other Events Revenues of Tenant exceeds Two Million Dollars (\$2,000,000) (adjusted each year by increases in the CPI), Tenant will pay Landlord as additional rent twenty-five percent (25%) of such excess.</p>	<p>For each Fiscal Year during the Term: . . . subject to adjustment pursuant to <i>[the lease]</i>, the "Net Incremental Revenue" (where Incremental Ballpark Revenues exceed Incremental Ballpark Expenses) from Significant Events for that Fiscal Year shall be allocated thirty percent (30%) to the City, and seventy percent (70%) to the Padres.                      . . . the "Net Incremental Loss" (where Incremental Ballpark Revenues are less than Incremental Ballpark Expenses) from Significant Events for that Fiscal Year shall be allocated thirty percent (30%) to the City, and seventy percent (70%) to the Padres, provided, that, such allocation of loss to the City shall not relieve the Padres of its obligation to make the Minimum Annual Payment pursuant to <i>[the lease]</i>.                      Beginning in the 2013 Fiscal Year: (a) in no event shall the aggregate amount of Net Incremental Revenue payments made by the Padres to the City pursuant to <i>[the lease]</i> in any Fiscal Year be less than \$300,000 (adjusted upward at the end of the 2013 Fiscal Year, and at the end of every subsequent Fiscal Year thereafter during the Term, but never downward, by the amount of the percentage increase, if any, in the CPI for such period . . .</p>	<p>Stadium Authority Revenue for each Lease Year shall include all Non-NFL Event Revenue for such Lease Year including (a) all revenues from the sale of Tickets for Non-NFL Events conducted during such Lease Year, and (b) all revenues received by the Stadium Authority from the promoter or other sponsor of any Non-NFL Event conducted during such Lease Year, including such amounts paid by the promoter or other sponsor for the right to use and occupy the Stadium for such Non-NFL Event; provided, however, that (i) Tenant shall have the sole and exclusive right to market and authorize the right to occupy Suites for Non-NFL Events upon purchase of Tickets for such Non-NFL Events . . .                      . . . the Net Incremental Revenue from Small Events for that Fiscal Year shall be allocated thirty percent (30%) to the City, and seventy percent (70%) to the Padres . . . the Net Incremental Loss from Small Events for that Fiscal Year shall be allocated one hundred percent (100%) to the Padres, and the City shall bear no portion thereof.</p>	<p>N/A</p>

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<p><b>Complimentary Use of Stadium Facilities</b></p>	<p>Tenant shall provide to Landlord thirty (30) complimentary non-premium tickets for all Team home games at the Baseball Stadium at no cost...</p> <p>Tenant shall provide to Landlord twenty (20) complimentary premium (club) seats for all Team home games at the Baseball Stadium at no cost...</p> <p>Landlord shall have the use of two (2) suites for all Team home games (including playoff, World Series and All-Star games) and other events conducted at the Baseball Stadium at no cost...</p> <p>Landlord shall have the use of forty (40) reserved parking spaces for all events at the Baseball Stadium at no cost, of which 10 will be VIP parking (specific spaces reserved and signed for named users).</p> <p>Landlord will not have the right to license, lease or sell such complimentary [tickets, suites, or parking].</p>	<p>The City shall have a right and option to direct the Padres to set aside one (1) Private Suite for use and occupancy by the City throughout the Term (the "City Suite")...</p> <p>If the City exercises its option to have a City Suite, then the City as an owner shall be entitled to one admission ticket for each seat in the City Suite for each Event at the Ballpark Property, including Padres Games and Events, free of charge.</p> <p>[Effective April 11, 2024 for three years unless either party terminates the agreement], the Padres will market and sell City Suite Tickets to the general public in the same manner as admission tickets for all other Private Suites.</p> <p>... the Padres agree to pay to the City a portion of the City Suite revenue... as follows: For all Padres Games and Events, sixty percent (60%) of the Padres 100% share of Gross Revenue, less City Suite Expenses...</p> <p>For only 70/30 Events, forty-two and eight hundred fifty-seven thousandths percent (42.857%) of the Padres' seventy percent (70%) share of gross revenue, less City Suite Expenses...</p>	<p>... if Tenant charges for any such tours [of the Stadium, including tours of the Hall of Fame], Tenant shall offer a discount to the residents of the City of Santa Clara, and shall provide the Stadium Authority with four hundred (400) complimentary tour tickets per Lease Year...</p>	<p>N/A</p>
<p><b>Parking Requirements</b></p>	<p>Not less than 12,500 parking spaces will be reserved for the exclusive use of Tenant during the period of three hours before to one hour after commencement of all Team home games and for a comparable period before, during and after the conduct of all other events by Tenant in the Baseball Stadium, all of which spaces will be located on the Stadium Site...</p>	<p>"Parking Facilities" shall mean the Public Parking Facilities and the Phase I Parking Facilities, which contain approximately 5,000 parking stalls.</p>	<p>... the Stadium Authority shall be responsible for managing and operating the parking for the Stadium for Stadium Authority Events; and Tenant shall be responsible for managing and operating the parking for the Stadium for NFL Events. Stadium parking for Stadium Events shall be located on the Main Lot, the Public Parking Parcels and on private lots in commercial areas that contract with the Stadium Authority, Tenant or, at the discretion of the Stadium Authority (as to Stadium Authority Events) or Tenant (as to NFL Events), the Stadium Manager, to provide parking. Prior to each Lease Year, Tenant shall deliver to the Stadium Authority a Stadium Parking Plan addressing NFL Events for such Lease Year... Parking may be provided through a combination</p>	<p>Tenant shall participate with the [Ballpark Transportation Coordinating Committee] in the development and implementation of a parking monitoring program during the initial five years of operation. The parking monitoring program would be designed to determine the total parking demand generated by the ballpark based on actual use of the ballpark parking, including overflow parking north and south of China Basin Channel. The purpose of the program would be to maximize opportunities for use of existing parking, minimize overflow parking conditions, and develop a long-term plan for permanent parking (which shall avoid locating any permanent parking on piers). The long-term parking plan may include such elements as:</p>

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			<p>of spaces on the Public Parking Facilities and NFL Game Private Parking Spaces . . .</p> <p>Tenant shall, for each Lease Year, solicit commitments from private parking lot owners for the use of NFL Game Private Parking Spaces during . . . NFL Events . . .</p> <p>At the request of either Party, the other party shall cooperate in the solicitation of private parking lot owners for the use of parking spaces for all or certain NFL Events and Stadium Authority Events, and if reasonable to do so, shall contract for such' spaces jointly or through the Stadium Manager.</p>	<p>procurement of parking in public and private garages in the area that are currently closed on weekends and evenings but could remain open on game days; provision of parking spaces that would be available to Giants fans on weekends, particularly on Saturdays, within the area north of China Basin Channel; and provision of parking in parking garages north of Market Street which are closed or under-utilized on weekends and week nights to provide satellite parking for Giants fans with a shuttle to and from the Ballpark.</p>
<p><b>Capital Expenditures</b></p>	<p>In order to establish and maintain a capital expenditure fund (the "Capital Reserve") for the purpose of the making of capital repairs and improvements to the Baseball Stadium (including fixtures, furnishings and equipment) and the Parking Area as required to maintain the Baseball Stadium and the Parking Area to the standard set forth <i>[in the lease]</i> . . . commencing with the January 1, 1997 calendar year, and each year thereafter, Landlord shall deposit into the Capital Reserve an amount equal to Landlord's Reserve Obligation computed as set forth <i>[in the lease]</i> . . . and commencing with the January 1st following completion of the Stadium Renovations, and each year thereafter, Tenant will deposit Into the Capital Reserve a sum equal to Eight Hundred Thousand Dollars (\$800,000) (adjusted annually for changes In the CPI from the base year . . .) less Landlord's Reserve Obligation . . .</p> <p>Tenant shall have full discretion and control over the expenditure of funds from the Capital Reserve for capital repairs and Improvements to the Baseball Stadium (including fixtures, furnishings and equipment) and the Parking Area . . . subject to Landlord's reasonable right of approval of any such expenditures in the final seven (7) years of the Term and to Landlord's right to cause funds</p>	<p>The parties intend that . . . the Ballpark Property shall serve as a complete, functioning facility, and that subsequent Improvements thereto be made only pursuant to an Approved Capital Expenditure Budget mutually approved by the parties . . .</p> <p>Subject to the City's obligation to pay a share of Joint Ballpark Ownership Expenses and its other obligations under this Agreement, the Padres shall be responsible for the payment of the Joint Ballpark Ownership Expenses associated with the Maintenance, Repair, operation, use and ownership of the Ballpark Property, including all fixtures, equipment and systems included therein.</p> <p>Beginning in Fiscal Year 2013, and for the remainder of the Term, the Padres shall make Capital Expenditures, on an average annual basis measured over such remainder of the Term, of not less than \$1,000,000 per year.</p> <p>Pursuant and subject to the terms of <i>[the lease]</i>, for each Fiscal Year, the City shall pay to the Padres the amount (the "City Share of Joint Ballpark Expenses") equal to the lesser of: (a) seventy percent (70%) of the Joint Ballpark Ownership Expenses for such Fiscal Year . . . ; or (b) the City's Joint Expense Cap for such fiscal year.</p> <p>For the Fiscal Year that includes the Commencement Date, the</p>	<p>The Stadium Authority shall establish and maintain the Stadium Capital Expenditure Reserve Account for the purpose of holding, applying, investing and transferring the Stadium Capital Expenditure Reserve . . .</p> <p>The Stadium Authority will deposit, or cause to be deposited, the following amounts into the Stadium Capital Expenditure Reserve: the Annual Capital Reserve Amount applicable to the particular Lease Year . . . <i>[and]</i> . . . For any Lease Year in which the Stadium Authority has Excess Revenues, an amount not to exceed One Million Dollars (\$1,000,000.00) . . .</p> <p>The Stadium Capital Expenditure Reserve shall be used by the Stadium Authority for Capital Expenditures . . . in accordance with an approved Capital Expenditure Plan . . . provided, however, that the Stadium Capital Expenditure Reserve shall not be used for Capital Repairs required to be made to the Tenant Improvements (which shall . . . be performed by Tenant as part of Tenant's O&amp;M Obligations) . . .</p> <p>The Capital Expenditure Plan shall be adopted annually by the Stadium Authority as part of the Stadium Operation and Maintenance Plan, subject to the mutual approval of the Stadium Authority and Tenant.</p>	<p>Throughout the Term of this Lease, Tenant shall maintain and repair, at no cost to Landlord, the Premises (including, but not limited to, the bulkhead wall, pier substructure, the Waterfront Promenade and all other Improvements), in first-class condition and repair and in compliance with all applicable Laws and the requirements of this Lease. Tenant shall promptly make (or cause others to make) all necessary or appropriate repairs, renewals and replacements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, foreseen or unforeseen, reasonable wear and tear excepted, except as otherwise provided <i>[in the lease]</i>.</p> <p>Tenant shall have the right, from time to time during the Term, to perform Subsequent construction in accordance with the provisions of this <i>[section]</i>, provided that Tenant shall not, without Landlord's prior written approval . . .</p> <ul style="list-style-type: none"> <li>(i) Construct additional buildings or other additional structures . . .</li> <li>(ii) Increase the bulk or height of any Improvements . . .</li> <li>(iii) Materially alter the exterior architectural design of any Improvements . . .</li> </ul> <p>At least thirty (30) days before commencing any Subsequent Construction which could reasonably be anticipated to</p>

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	<p>in the Capital Reserve to be expended for capital repairs and Improvements during such seven year period.</p> <p>From time to time Tenant may expend funds in the capital maintenance and improvement of the Baseball Stadium and/or the Parking Area . . . and, to the extent such funds exceed the amount then held in the Capital Reserve, Tenant shall be entitled to credit (without interest) such amount against its next succeeding obligations to fund the Capital Reserve in future years. Upon expiration or earlier termination of the Lease . . . if the Baseball Stadium and Parking Area . . . have been maintained to the standard set forth <i>[in the lease]</i>, any sums remaining in the Capital Reserve will be the property of Tenant, and such sums shall be deemed excess rental payments which are reimbursable to Tenant.</p>	<p>City Joint Expense Cap shall be three million five hundred thousand dollars (\$3,500,000) . . . For each subsequent Fiscal Year during the Term, the City Joint Expense Cap in effect for the previous Fiscal Year shall be adjusted upward by the amount of the percentage increase, if any, in the CPI . . .</p>	<p>. . . except for Capital Repairs required to be made to the Tenant Improvements (which shall . . . be performed by Tenant as part of Tenant's O&amp;M Obligations), if at any time during the Lease Year . . . any Capital Repairs are required to be performed in or to the Premises or the Appurtenant Improvements, then . . . Landlord shall perform (or cause to be performed) such Capital Repairs and, unless such Capital Repairs arise directly from any Stadium Authority Event (in which event, the cost of such Capital Repairs shall constitute Stadium Authority Event Expenses and shall be paid by the Stadium Authority), the reasonable cost of such Capital Repairs shall be paid from funds available in the Stadium Capital Expenditure Reserve, Operating Expense Reserve and, if applicable, Demolition Reserve Excess. The reasonable cost of such Capital Repairs not paid from the Stadium Capital Expenditure Reserve, Operating Expense Reserve or Demolition Reserve Excess shall be a Shared Stadium Expense . . .</p> <p>During the Lease Term, Tenant shall, at its sole cost and expense, operate and Maintain, or cause to be operated and Maintained, Tenant's Exclusive Facilities, including the Stadium Commercial Areas, and any Tenant Improvements, including those located outside of Tenant's Exclusive Facilities, in the Required Condition . . .</p> <p>Upon the Lease Expiration Date or any earlier termination of this Lease, the Stadium Authority shall be entitled to retain any then-remaining Stadium Capital Expenditure Reserve and Operating Expense Reserve (collectively, "End of Term Reserves"), provided, however, that, if the Stadium Authority elects to have the Stadium demolished . . . then the Stadium Authority shall use such End of Term Reserves . . . to fund the Demolition Work.</p>	<p>cost more than Five Hundred Thousand Dollars (\$500,000), as Indexed, Tenant shall notify Landlord of such planned Subsequent Construction, and whether or not, in Tenant's good faith judgment, such Subsequent Construction requires Landlord's approval.</p>

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<p><b>Maintenance Standard</b></p>	<p>Tenant will maintain the Baseball Stadium in good condition and repair, subject to ordinary wear and tear, at its sole expense (subject to <i>[Landlord's contribution to the Capital Reserve]</i>). The standard of maintenance to which Tenant will adhere in the maintenance of the Baseball Stadium will be at least equal to first class professional baseball stadiums, such as, on the date hereof, Kansas City and Dodger stadiums, taking into account the age and design of such stadiums: provided, however, that Tenant will not be required to upgrade equipment and systems (such as, scoreboard, public address system, telecommunication facilities, etc.) in order to remain state of the art with other stadiums, but all such equipment and systems shall be maintained at least to the standard of the Benchmark . . .</p>	<p>Subject to the provisions of this Agreement, the Padres shall be responsible for all Ballpark Management . . .</p> <p>“Ballpark Management” shall mean the planning, supervising and conducting of the year-round, day-to-day management of the Ballpark Property as a First-Class Facility and all activities connected with the operation of the Ballpark Property, including the provision of (or arrangements for third parties to provide): all repairs, maintenance, improvements, and the security the Padres are required to provide . . . including all personnel, materials, supplies, equipment and services necessary therefor and all management and planning in respect thereof, at a level consistent with a First-Class Facility . . .</p> <p>“Maintain” and “Maintenance” shall mean all work (including all labor, supplies, materials and equipment) reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures (including media plug-ins and cable and all wiring attendant thereto), equipment or furnishings, or any other component of the Ballpark Property, and all Repairs necessary to meet the Repair Standard, in order to preserve such items in their existing condition, ordinary wear and tear excepted; but expressly excluding from the definition of Maintain and Maintenance any work (including labor, supplies, materials and equipment) of restoration or replacement involving a Capital Expenditure for any component of the Ballpark Property, or of construction, installation or upgrading of Improvements to the Ballpark Property.</p> <p>By way of illustration, and without limiting the foregoing, Maintenance shall include:</p> <p>(a) preventive or periodic maintenance procedures for equipment, fixtures, computers or systems; (b) periodic testing of building systems, such as</p>	<p>The Stadium Authority shall, throughout the Lease Term, at its sole cost and expense (but subject to reimbursement by Tenant if a Shared Stadium Expense . . .), operate and Maintain, or cause to be operated and Maintained, the Premises (excluding Tenant’s Exclusive Facilities), as well as the South Lot, the Bridges and the Main Lot Stadium Improvements (collectively, the “Appurtenant Improvements”) in the condition required by the Stadium Operation and Maintenance Plan (the “Required Condition”), which shall establish procedures and policies for operating and Maintaining the Stadium Complex in accordance with good, sound and prudent engineering practices, taking into account the age and the remaining useful life of the Stadium, and the requirements of any Permitted Landlord Financing.</p>	<p>. . . tenant shall, commencing upon completion of construction of the Ballpark and continuing thereafter during the Term of this Lease, maintain the Ballpark in safe, clean, attractive and first-class condition and state of repair . . . In addition, for so long as Major League Baseball continues to be played in the Ballpark, Tenant shall maintain (or cause others to maintain) the Ballpark in a manner that is consistent with all applicable requirements imposed by Baseball Rules and Regulations.</p>

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		<p>mechanical, card-key security, fire alarm, field and building lighting, and sound systems; (c) ongoing trash removal and other custodial, groundskeeping, irrigation and water runoff operations; (d) regular maintenance procedures for HVAC, plumbing, mechanical, electrical and structural systems, such as periodic cleaning, lubrication, and changing of air filters and lights; (e) touch up painting; (f) cleaning prior to, during and following all Events; (g) year-round field maintenance and landscaping; and (h) any other work of a routine, regular and generally predictable nature that is reasonably necessary in order to keep the Ballpark Property in good order and condition as a First-Class Facility.</p>		
<p><b>Inspections</b></p>	<p>Landlord . . . shall at all reasonable times have the right to inspect the work performed and materials used in the construction of the Stadium Renovations to assure substantial compliance with the Plans: provided, however, that except with respect to the normal and customary activities and responsibilities of Landlord . . . or otherwise in the case of emergency, this right shall be exercised only upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present.</p>	<p>To ensure that the integrity of the design of the Ballpark Property is maintained, and ensure that the Ballpark Property and all Improvements are properly Maintained and Repaired as a First-Class Facility throughout the Term, the City shall have the right, at its sole cost and expense, to inspect the Ballpark Property and all Improvements, at least quarterly, at times reasonably agreed to by the parties. If any such time cannot be agreed to by the parties, the City shall be entitled to inspect the Ballpark Property and all Improvements upon five (5) calendar days' prior written notice delivered to the Padres, and the Padres shall cooperate with and assist the City during the course of the inspection.</p> <p>During any inspection conducted by the City . . . the City shall have the right to inspect the entire Ballpark Property and all Improvements . . . The Padres shall, as part of such security provisions, provide the City access to conduct inspections, and shall cooperate fully with the City in its conducting such inspections. In the course of any such inspection, the City may hire, at its sole cost and expense, mechanical, structural or electrical engineers, or other</p>	<p>Landlord shall be entitled to uninterrupted access to the Premises and Appurtenant Areas (excluding Tenant's Exclusive Facilities) at all times during the Lease Term except on days on which NFL Events or Tenant Incidental Uses occur (each, a "Tenant Event Day"). On Tenant Event Days, Landlord's reasonably necessary authorized representatives may have access to the Premises, including the Stadium Authority Exclusive Facilities, and the Appurtenant Areas, provided that such authorized representatives have proper credentials issued by Landlord and further provided that such access is for the purpose of (a) the management, operation and Maintenance of the Premises or Appurtenant Areas in accordance with the Stadium Operation and Maintenance Plan, Capital Repairs or Compliance Work . . .</p>	<p>Tenant shall permit Landlord and its Agents to enter the Premises during regular business hours upon reasonable prior notice (and at any time in the event of an emergency which poses an imminent danger to public health or safety) for the purpose of (i) inspecting the same for compliance with any of the provisions of this Lease, (ii) performing any work therein that Landlord may have a right to perform under Section 21, or (iii) inspecting, sampling, testing and monitoring the Premises or the Improvements or any portion thereof . . . as Landlord reasonably deems necessary or appropriate for evaluation of Hazardous Materials or other environmental conditions.</p>



KEY STADIUM AGREEMENT TERMS FOR LEASES	ANAHEIM AND THE ANGELS	SAN DIEGO AND THE PADRES	SANTA CLARA AND THE 49ERS	SAN FRANCISCO AND THE GIANTS
		<p>experts to assist in making a determination that the Ballpark Property and all Improvements have been Repaired, Maintained and Improved as a First-Class Facility. If the City provides its written consent, the Padres may retain in the Padres' name any engineers or experts designated by the City to assist in the inspection, and the City shall promptly reimburse the Padres for the cost of any such engineers or experts.</p>		
<p><b>Use of Stadium</b></p>	<p>Tenant agrees to cause the Team to play all of its regular Season, playoff and World Series games scheduled for play in the Team's home territory at the Baseball Stadium throughout the Term...</p> <p>During the Term, Tenant will have exclusive control over contracting for, and scheduling and conduct of, any and all sports or athletic events (amateur or professional), contests, concerts, exhibitions, entertainment, performances and other events (including parking associated with such events) in the Baseball Stadium, and, except as otherwise provided <i>[in the lease]</i> the Parking Area.</p> <p>Landlord will retain the right to book and conduct up to ten (10) events per annum for events in the Parking Area... such as boat shows, home shows, auto shows, trade shows and convention and other major exhibits...</p>	<p>... the City desires to provide to the Padres, and the Padres desire to accept from the City, the right to use and occupy the City Property for Padres Games and Events on up to one hundred twenty-five (125) days per calendar year, except for certain City Exclusive Use Areas more particularly described in this Agreement. Similarly, the Padres desire to provide to the City, and the City desires to accept from the Padres, the right to use and occupy the Padres Property for City Events on up to two hundred forty (240) days per calendar year, except for certain Padres Exclusive Use Areas also more particularly described in this Agreement.</p>	<p>During each Tenant Season during the Lease Term, Tenant shall have the sole and exclusive right to use, occupy, possess, enjoy and control the Premises for the purposes... <i>[of the operation of an NFL franchise]</i> and... for the following purposes: Exhibition of NFL Games... NFL events.</p> <p>For each Stadium Authority Season, the Stadium Authority shall have absolute and unconditional first priority preferential scheduling of the Stadium for the purpose of conducting Non-NFL Events and Civic Events. In addition, subject to Tenant's Scheduling priority for NFL Games as provided in <i>[the lease]</i> and subject specifically to any previously Scheduled NFL Games, NFL Events or Tenant Incidental Uses, the Stadium Authority shall have the right to Schedule the Premises for Non-NFL Events during the Tenant Season...</p>	<p>Tenant recognizes that Landlord may wish to use the Ballpark from time to time to provide a venue for civic events, including public ceremonies and protocol events ("Civic Events"). Tenant agrees to negotiate in good faith with City, including Landlord, for the use of the Ballpark for Civic Events, provided that such events do not conflict with the conduct of Permitted Uses, including, without limitation, Baseball Home Games and scheduled Other Events. Tenant may require payment of such rental or other compensation and provision of such insurance and indemnification as Tenant deems appropriate for such use.</p> <p><i>[Tenant]</i> shall be limited each year to a maximum of fourteen (14) events separately ticketed from any baseball game with attendance of 15,000 or greater, any or all of which may be Outdoor Concerts</p>

Source: Stadium lease and use agreements and amendments for the public agencies and the professional sports teams.

■ = Key agreement term that is similar to terms in the City of Anaheim's stadium lease agreement with the Angels.

\* The original lease agreement specified Angels ownership's option to terminate the lease without cause to be effective from no earlier than October 15, 2016, to no later than February 15, 2017. Anaheim and Angels ownership subsequently agreed to modify the option-to-terminate date twice.

† Angels ownership prepaid all the base rent in 1997. The city then contributed the funds to pay for stadium renovation costs.