

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is made as of May 19, 2026 (the "Effective Date"), by and between the City of Redondo Beach, a chartered municipal corporation ("Licensor"), and Harlem is Poppin LLC, a New York limited liability company ("Licensee").

WITNESSETH

WHEREAS, Licensor is the owner of that certain public outdoor space located at 200 Portofino Way, Redondo Beach, CA, commonly known as the "Seaside Lagoon", and more particularly depicted on Exhibit A (the "Facility"); and

WHEREAS, Licensee desires, and Licensor has agreed to grant to Licensee, a license to use and occupy certain designated space in the Facility, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. License. Licensor hereby grants to Licensee an exclusive (with respect to the Licensed Areas only) license to use and occupy (i) those certain areas designated as "Licensed Areas" and as more particularly depicted on Exhibit A (the "Licensed Areas"), and (ii) the common areas of the Facility designated by Licensor for use by the public generally or otherwise reasonably necessary for Licensee to conduct business in the Licensed Areas, all on the terms and conditions set forth in this License. The parties hereby acknowledge and agree that (i) Licensee's use of the Licensed Areas shall be in the nature of a license only, and (ii) neither this License nor Licensee's use of the Licensed Areas shall be deemed to create or constitute a leasehold interest, easement, or any other estate, right, or interest in real property in favor of Licensee, other than the license expressly granted herein.
2. Purpose of the License. Licensee shall use the Licensed Areas for the installation of a temporary large-format LED video screen as described in Exhibit B and all necessary accompanying audio and visual equipment (collectively, the "Equipment") in connection with the FIFA World Cup 2026 watch party programming hosted by Licensor at the Facility ("Event"), and for no other purpose ("Permitted Use"). Licensee shall also have the right to place an equipment trailer at a location within the Facility to be reasonably determined by Licensor. Licensor and Licensee, each acting at their own discretion, may mutually agree upon an expansion of the Permitted Use, which such expansion and additional terms and conditions resulting therefrom shall be evidenced by an amendment to this License.
3. Laws, Rules, Regulations and Intellectual Property Licenses. Licensee shall comply with all applicable laws, ordinances, rules, and regulations affecting the

Licensed Areas and the Facility, including, without limitation, all regulations and/or permit requirements imposed by Licensor, acting in its municipal regulatory capacity. Licensee acknowledges and agrees that Licensor executes this License in its proprietary capacity as Facility owner only, and this License shall not constitute a waiver of, or approval under, any local laws, rules or regulations which apply to the Permitted Use. Licensee shall obtain and comply with all intellectual property and/or broadcasting permissions and/or licenses required to achieve the purpose of this License.

4. Term. The term (the "Term") of this License shall commence on the Effective Date and shall expire on July 30, 2026 ("Expiration Date"), unless terminated sooner. Licensor shall have the right at any time during the Term to terminate this License for convenience upon five (5) calendar days advance written notice.
5. Licensee Obligations and Responsibilities. In addition to Licensee's other obligations hereunder, Licensee shall perform, and Licensee's rights hereunder shall be limited, as follows:
 - a. Licensee shall provide all of the Equipment necessary to achieve the purpose of this License, and shall coordinate the delivery, installation, testing, and calibration of the Equipment in advance of the Operational Period, and shall coordinate with Licensor's staff regarding daily operations during the Operational Period.
 - b. Licensee may access the Facility and the Licensed Areas as of the Effective Date for the purpose of conducting pre-installation investigation and site-readiness work but shall not begin setup of the Equipment until June 8, 2026.
 - c. Licensee shall ensure the Equipment is fully operational and maintained beginning on June 11, 2026, and continuing thereafter without interruption through July 19, 2026 ("Operational Period").
 - d. Licensee may operate the Equipment only during the hours in which the Facility is open to the public, which such hours shall be established by Licensor in its sole discretion ("Operating Hours"), but as of the Effective Date are anticipated to be between 10:00 a.m. and 5:45 p.m. daily. Licensor anticipates extending the Operating Hours on occasion through the final match of the day. Licensee shall not operate the Equipment, display content or otherwise conduct any revenue generating activity outside of the Operating Hours, without the prior written approval of Licensor, which such approval may be granted in Licensor's sole discretion. The Equipment shall be powered down outside of Operating Hours, except as necessary for setup, testing, and teardown activities.
 - e. Licensee shall provide all staffing required to operate and monitor the Equipment during Operating Hours and otherwise secure and protect the Equipment at all times.

- f. Licensee shall have the exclusive right to operate the Equipment at the Facility during the term of this License and to sell advertising, but shall have no other rights at the Facility and in connection with the Event, including without limitation general Facility operations and Event scheduling.
 - g. Licensee shall remove the Equipment on July 20, 2026.
6. Licensee Obligations and Responsibilities. In addition to Licensor's other obligations hereunder, Licensee shall perform as follows:
- a. Licensor shall provide access to the Facility and otherwise cooperate with Licensee so that Licensee may perform its obligations under this License.
 - b. Licensor shall provide general management and oversight of the Facility and coordinate public Event programming at the Facility, including providing oversight of overall Event operations.
 - c. Licensor shall coordinate Event scheduling and provide for public access during Operating Hours.
7. License Fee and Advertising. Notwithstanding anything to the contrary contained herein, including without limitation price quotes included in Exhibit B, Licensee shall perform all of its obligations under this License at its own cost and expense and without payment of a monetary license fee to Licensor hereunder and without payment of any kind by Licensor to Licensee. Licensee shall have the exclusive right to procure, schedule and display advertising content on the Equipment ("Advertising Content"), and Licensee shall be entitled to one hundred percent (100%) of all revenue generated from the Advertising Content. Licensee shall comply with the Advertising Guidelines attached as Exhibit D and applicable laws. The Advertising Content shall be subject to Licensor's prior review and written approval to ensure compliance with the Advertising Guidelines. Advertising Content shall not be displayed without Licensor's prior written approval and shall only be shown during Operating Hours when matches are not underway.
8. Maintenance, Repairs and Utilities. Licensee shall, at its sole cost and expense, maintain and repair (if necessary) the Licensed Areas. Licensor shall provide access to existing electrical facilities, but shall not be obligated to incur any costs in connection with upgrades and/or extensions of such facilities required to accommodate the Permitted Use. Except as provided above, Licensor shall have no obligation to provide any utilities to the Licensed Areas. Licensor shall pay electrical commodity charges and provide satellite TV access.
9. Insurance. Licensee shall comply with the requirements set forth in Exhibit C.
10. Indemnification. To the maximum extent permitted by law, Licensee hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Redondo Beach, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from

and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from Licensee's use of the Licensed Areas and/or any act, failure to act, error or omission of Licensee (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Licensor. Notwithstanding the foregoing, nothing in this Section 10 shall be construed to encompass Indemnitees' active negligence to the limited extent that this License is subject to Civil Code Section 2782(b). Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Licensee or Indemnitees. This indemnification obligation shall survive the termination of this License and shall not be limited by any term of any insurance policy required under this License. Indemnitees do not and shall not waive any rights that they may possess against Licensee because of the acceptance by Licensor, or the deposit with Licensor, of any insurance policy or certificate required pursuant to this License. Licensee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

11. Right of Entry. Licensor and its employees, agents, and contractors shall have the right to enter the Licensed Areas at all reasonable times for the purpose of (a) inspecting the Licensed Areas, (b) making repairs, alterations, or improvements to the Licensed Areas or the Facility, or (c) any other reasonable purpose.
12. Remedies Upon Default. If Licensee fails to perform any of its obligations under this License, Licensor shall have the immediate right to (a) terminate this License, (b) reenter and take possession of the Licensed Areas, and (c) remove Licensee's property from the Licensed Areas and store or dispose of the same at Licensee's expense.
13. Surrender. Licensee shall vacate and surrender the Licensed Areas and the Facility on or before the Expiration Date or earlier termination of this License, and shall remove all of the Equipment and Licensee's other personal property from the Licensed Areas. Any Equipment or personal property not removed by Licensee shall be deemed abandoned and may be removed, stored, sold, or otherwise disposed of by Licensor at Licensee's expense. Licensee shall surrender the Licensed Areas in the same condition as received by Licensee.
14. Transfer. No assignment of this License or sublicensing of the Licensed Areas or any part thereof shall be permitted without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion.

15. Alterations. Licensee shall make no alterations, changes, or installations to, in, on, or about the Licensed Areas or the Facility without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any alterations, changes, or installations made by Licensee with Licensor's consent shall be made at Licensee's sole cost and expense, in accordance with all applicable laws, ordinances, rules, and regulations, and in a good and workmanlike manner. Upon the expiration or earlier termination of this License, all alterations, changes, and installations made by Licensee shall, at Licensor's option, either (a) become the property of Licensor and remain in the Licensed Areas, or (b) be removed by Licensee at Licensee's sole cost and expense, and Licensee shall repair any damage caused by such removal.
16. Notices. Written notices to Licensor and Licensee shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Licensee: Harlem is Poppin LLC

Attn: _____

Email: _____

Licensor: City of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277
 Attn: Elizabeth Hause, Community Services Director
 Email: elizabeth.hause@redondo.org

All notices, including notices of address changes, provided under this License are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this Section.

17. Parking. Licensee shall have first-come first-served parking access for Licensee and/or its employees, agents, contractors, or invitees in the Facility public parking lot.
18. Prevailing Wage. Licensee agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this License, if any, shall comply with the requirements of California Labor Code sections 1770 et seq. Licensor makes no representation or statement that the work to be performed hereunder by Licensee, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

19. Publicity. Licensee may use the City of Redondo Beach name and logo in Licensee's promotional materials only with the prior written consent of Licensor, which may be withheld in its sole discretion.
20. Miscellaneous.
- a. Effectiveness of License. This License shall not be effective or binding upon Licensor until fully executed and delivered by both Licensor and Licensee.
 - b. No Waiver. No failure by Licensor to insist upon the strict performance of any term, covenant, or condition of this License, and no failure by Licensor to exercise any right or remedy upon a default by Licensee, shall constitute a waiver of any such term, covenant, condition, right, or remedy. No term, covenant, or condition of this License to be performed or complied with by Licensee, and no default by Licensee, shall be waived, altered, or modified except by a written instrument executed by Licensor. No waiver of any default shall affect or alter this License, but each and every term, covenant, and condition of this License shall continue in full force and effect with respect to any other then-existing or subsequent default.
 - c. Modification or Amendment. This License may not be modified or amended except by a written instrument executed by both Licensor and Licensee.
 - d. Governing Law. This License shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
 - e. Counterparts and Digital Signatures. This License may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. This License, and any other amendments hereto, may be executed and delivered via DocuSign. Signatures transmitted through DocuSign shall have the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. Each party hereto hereby agrees that such electronically signed and/or electronically transmitted signatures shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this License.
 - f. Headings; Interpretation. The headings of the sections of this License are for convenience only and shall not affect the interpretation of this License. This License shall be construed without regard to any presumption or rule requiring

construction or interpretation against the party drafting or causing this License to be drafted.

- g. Entire Understanding. This License contains the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, between the parties with respect to the subject matter hereof.
- h. Authority. Licensor warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this License on behalf of Licensor. The party signing on behalf of Licensee warrants and represents that he or she is duly authorized to enter into and execute this License on behalf of Licensee, and shall be personally liable to Licensor if he or she is not duly authorized to enter into and execute this License on behalf of Licensee.
- i. Non-Liability of Officials and Employees of Licensor. No official or employee of the Licensor shall be personally liable for any default or liability under this License.
- j. Non-Discrimination. Licensee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Licensee shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Licensee shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Licensee shall include a similar non-discrimination provision in all subcontracts related to the performance of this License.
- k. Attorneys' Fees. In the event either party to this License brings any action to enforce or interpret this License, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this License.
- l. Claims. Any claim by Licensee against Licensor hereunder shall be subject to Government Code §§ 810 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the Licensor shall be waived if not made within six (6) months after accrual of the cause of action.

m. Incorporation of Exhibits and Schedules. All exhibits and schedules attached to this License are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this License as of this 19th day of May, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

HARLEM IS POPPIN LLC,
a New York limited liability company

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT A
THE FACILITY AND LICENSED AREAS



— = Main Screen. between palm trees. exact location TBD

■ ■ ■ ■ = Connectivity to Main Screen, including a trailer, potentially a generator

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Licensee's indemnification obligations under this License, Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the Licensed Areas and performance of the work hereunder by Licensee, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Licensee shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of \$4,000,000 shall apply separately to the work performed under this License.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Redondo Beach ("City"). At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Licensee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Licensee. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Licensee.

For any claims related to this License, the Licensee's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Licensee's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Licensee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be

received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Licensee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Licensee acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT D

PURPOSE FOR ADVERTISING GUIDELINES

The following Advertising Guidelines are designed to cultivate a family-friendly environment for the FIFA World Cup 2026 watch party programming hosted by Licensor at the Facility (“Event”). Licensor’s intent is to ensure those paying to attend the Event feel welcome, safe, and are not subjected to advertising content with mature themes, products, businesses or services that are unsuitable for children, or controversial advertising content that distracts attention from the FIFA World Cup game or generates disagreement or violence among those attending the Event.

Furthermore, because the Licensor is the City of Redondo Beach, and it would be inappropriate for the City to express preferences regarding candidates for office or issues to be voted on during the June and November 2026 elections, there is a concern that allowing political or partisan advertising could confuse participants or suggest endorsement or approval by Licensor. There is a desire to avoid these concerns and ensure Advertising Content is the sort of family-friendly, non-controversial content that will not discourage people from attending future events hosted by Licensor.

ADVERTISING GUIDELINES

The following Advertising Content is expressly prohibited:

- Cannabis, marijuana, THC, CBD, or related products or businesses;
- Tobacco, nicotine, vaping, smoking, or smokeless smoking-related products or businesses;
- Adult-oriented businesses, services, products, or content, including sexually explicit or suggestive material;
- Obscene, profane, defamatory, discriminatory, or violent content;
- Political or partisan content advocating for or against a measure on the ballot in California, advocating for or against a political party, or promoting the election or defeat of a clearly-identified candidate for office;
- Content promoting or glorifying illegal activity or unlawful conduct;
- Advertising related to alcohol is permitted if:
 - It does not target or appeal primarily to people under the age of 21, including but not limited to prominently featuring underage-looking actors or unsafe drinking games; and
 - It does not glorify excessive consumption, intoxication, or unsafe behavior, including but not limited to binge-drinking or driving under the influence.

- Content Review: All Advertising Content shall be subject to City Community Services Director or designee review and approval to ensure compliance with these Advertising Guidelines.
- Advertising Content will be shared with the City Community Services Director or designee a minimum of ten (10) business days ahead of proposed display date. All submissions will be reviewed and approved or denied within four (4) Business Days of City's receipt. "Business Days" shall mean those days on which the Licensor's City Hall is open to the public.
- If the Licensor denies proposed Advertising Content because it is inconsistent with these Advertising Guidelines, at the time of the denial, Licensor shall provide a written explanation of why the Advertising Content violates the Advertising Guidelines, and reference the specific Guideline(s) that the Advertising Content is inconsistent with. If Licensee disagrees with a denial, Licensee can seek reconsideration in a written request within one (1) Business Day of the denial, and Licensor will respond to that request for reconsideration within one (1) Business Day.