

When Recorded, Return To:

Kirton McConkie PC  
Attn: Joel Wright  
Thanksgiving Park Four  
2600 West Executive Parkway, #400  
Lehi, Utah 84043

13336914  
7/22/2020 1:28:00 PM \$40.00  
Book - 10984 Pg - 3514-3530  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
ELEVATED TITLE  
BY: eCASH, DEPUTY - EF 17 P.

Tax Parcel Nos. 33-08-326-008 and 33-08-326-009

(Space above for Recorder's use only)

### **JOINT USE AGREEMENT**

THIS JOINT USE AGREEMENT (this "Agreement") is effective as of this 22<sup>nd</sup> day of July, 2020, by and between RSL TRAINING ACADEMY, LLC, a Utah limited liability company ("RSL"), and REAL SALT LAKE ACADEMY HIGH SCHOOL, a Utah non-profit corporation (the "School"). RSL and the School may each be individually referred to herein as a "Party", or collectively as the "Parties".

### **RECITALS**

A. RSL is the owner of certain real property located in Herriman, Utah (the "RSL Property"), as described in Exhibit A attached hereto and incorporated herein by this reference.

B. The School is the owner of certain real property located adjacent to the RSL Property in Herriman, Utah (the "School Property"), as described in Exhibit B attached hereto and incorporated herein by this reference. The RSL Property and the School Property are collectively referred to hereinafter as the "Properties".

C. Located on the RSL Property are the following: (i) an outdoor sports stadium (the "Stadium"), (ii) a portion of the parking lot and related facilities (the "RSL Parking Lot"), (iii) indoor training fields (the "Fields"), (iv) a portion of the utilities servicing both the RSL Property and the School Property, including solar panels (the "RSL Utilities"). The Stadium and Fields are collectively referred to herein as the "Shared RSL Facilities".

D. Located on the School Property are the following: (i) a kitchen area and related equipment (the "Kitchen"), (ii) a weight room/locker room/training room area (the "Locker Room"), (iii) a portion of the parking lot and related facilities (the "School Parking Lot"), and (iv) a portion of the utilities servicing both the School Property and the RSL Property (the "School Utilities"). The Kitchen and Locker Room are collectively referred to herein as the "Shared School Facilities". The Shared RSL Facilities and Shared School Facilities are referred to collectively hereafter as the "Shared Facilities".

E. The Parties desire now to enter into this Agreement in order to provide for the continued reciprocal use of the Shared Facilities and sharing of maintenance costs associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

### **AGREEMENT**

1. Recitals. The Recitals set forth above are incorporated herein by this reference as if set forth at length.

2. Grant of Easements.

2.1. Access Easement. The Parties hereby grant and declare that there shall exist a reciprocal perpetual, non-exclusive access and parking easement (the "Access Easement") for the purposes of parking on the paved parking areas of the Properties and pedestrian and vehicular ingress and egress to and from Academy Parkway to and from both the RSL Property and the School Property. The Access Easement shall burden and benefit the Properties, and shall be exercised over the paved parking areas and drive areas located on the Properties. The Access Easement shall not include the right to park or store vehicles on the Properties for a period exceeding twenty-four (24) hours. Notwithstanding the above, the parking easement on the Properties shall only be granted to the extent the Parties mutually agree upon the extent of such parking easement as outlined in this Agreement.

2.2. Utilities Easement. The Parties hereby grant and declare that there shall exist a reciprocal perpetual, non-exclusive utilities easement (the "Utilities Easement") for the purposes of: (i) using, installing, and designing domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines, utility lines, including three-phase power, telephone, gas, and power lines; and (ii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the same, along with the right of ingress and egress for such purposes. The Utilities Easement shall burden and benefit the Properties, and shall be exercised over the landscape, paved parking areas, and drive areas located on the Properties.

2.3. Permanent Use Easement. Except as otherwise described herein, The Parties hereby grant and declare that there shall exist a reciprocal perpetual, non-exclusive easement over and across the Properties for use of the Shared Facilities and upon such other areas of the Properties as required to provide access to all Shared Facilities. The Parties shall meet annually at a date and time mutually determined by the Parties to discuss, set and determine in good faith a written schedule for use of the Shared Facilities at least three months in advance of the first date on such schedule. Since the days on which the School holds class are integral to the scheduling process, the School shall use best efforts to email to RSL a written copy of their school calendar showing the days on which the School holds class as soon as reasonably possible after such school calendar is annually approved by the School's board. An initial schedule is attached hereto as Exhibit C and shall remain in effect until the Parties meet and mutually agree upon a revised schedule pursuant to the provisions set forth in this Section 2.3. Except as otherwise determined by the Parties in writing and without additional consideration, RSL shall provide or engage sufficient staff, employees and contractors as needed for the use and operation of the Kitchen as required by both Parties. The easement contained herein in favor of RSL for the Kitchen and Locker Room shall be exclusive to RSL.

3. Maintenance of the Easement Areas.

3.1. Regular Maintenance of the Paved Areas. The owner(s) of the RSL Property and the School Property shall be responsible for the maintenance of the paved parking areas and drive areas located on their respective Properties, and shall keep the same in good, clean, safe, and repaired condition, and in such condition as to provide reasonable and continuous means of parking, ingress, and egress as contemplated by this Agreement.

3.2. Maintenance of the Utilities Easement. The owner(s) of the RSL Property and the School Property shall be responsible to maintain the utilities that service said Property, regardless of whether said

utilities are located within said owner's Property.

3.3. Maintenance of Permanent Use Easement. The owner(s) of the RSL Property shall be solely responsible for the maintenance of the Locker Room. The owner(s) of the RSL Property and School Property shall be responsible for the maintenance of all other Shared Facilities located on their respective Properties, and shall keep the same in good, clean, safe and repaired condition, and in such condition as to provide reasonable and continuous use of the Shared Facilities as contemplated by this Agreement.

3.4. Unique Damage. Notwithstanding anything to the foregoing, any damage to the landscaping, paved areas and all other improvements/utilities constructed on the Properties, or therein, that is solely attributable to the owner of one of the Properties, or their guests, agents, invitees, customers, and/or patrons (the "Agents"), that owner of the Property will be solely responsible, at its sole cost, to repair said damage to a condition that existed prior to the damage.

4. Payment of Utilities. RSL shall pay for all utility services on the Properties, including, but not limited, to electricity, phone, internet, water, sewer, storm drainage and gas (the "Utility Services"). Quarterly, by no later than March 15, June 15, September 15 and December 15 of each year, RSL shall estimate the School's reasonable portion of the Utility Services for the School's coming quarter in writing with a reasonable explanation on how such numbers were calculated, and invoice the School for such amount on a monthly basis. For the purposes of this Section 4, the quarters shall be the periods from January 1-March 31, April 1-June 30, July 1-September 30 and October 1-December 31. By no later than forty-five days after the end of each quarter, RSL shall do a "true-up" in writing of the School's portion of the Utility Services, and send the School an invoice for any additional amounts owed, or a refund in the event it is less, with a reasonable explanation for such calculation in writing.

5. Self Help. In the event an owner of one of the Properties defaults in its maintenance obligations set forth herein, after ten (10) days' written notice (unless in case of emergency wherein no written notice will be required) to the Property owner responsible for the maintenance, the owner of the other Property may undertake to complete the maintenance or repair of the same. Upon completing the maintenance or repair, the Property owner who defaulted in its maintenance obligations, will pay the other Property owner the actual costs of maintaining or repairing the same, within fifteen (15) days after receipt of a statement itemizing the costs incurred.

6. Condition of Properties. The Parties accept the Properties and all aspects thereof in "as is", "where is" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. The Parties hereby waive all warranties, express or implied, regarding the title, condition and use of the Properties, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easements are granted subject to: (i) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Parcels might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

7. Termination of Prescriptive Rights. As consideration for this Agreement, RSL and the School, and their respective successors and assigns hereby forever and unconditionally releases, discharges, and relinquishes any rights or claims (whether prescriptive in nature or otherwise) to any rights, title, and/or interest to use, own, or occupy any portion of the RSL Property and the School Property, except as set forth in this Agreement.

8. Access. The Parties and their Agents shall have the right to enter upon the RSL Property and the School Property for the purposes permitted by this Agreement. The Parties shall enter upon the Properties at their sole risk and hazard, and the Parties and their successors and assigns, hereby release the other Party from any claims relating to the condition of the Properties and the entry upon the Properties by the Party's Agents.

9. Reservation. Each Party reserves the right to use its respective parcel for any use not inconsistent with the other Party's use of its respective easement as granted herein.

10. Term and Termination. This Agreement shall become effective upon the date (the "*Effective Date*") of Closing (as defined in the PSA) of the transaction contemplated in the Purchase and Sale Agreement between RSL and School entered into contemporaneously herewith (the "**PSA**"). This Agreement shall terminate upon the earlier to occur of: (i) mutual agreement by the Parties to terminate the Agreement, or (ii) ten (10) years from the Effective Date of this Agreement; *provided, however*, that unless either Party delivers written notice to the other Party on or before thirty (30) days prior to the expiration of the initial or any renewal term, the term of this Agreement shall automatically be extended on a year-to-year basis. Notwithstanding the foregoing, this Agreement or any portion of this Agreement may be terminated in the sole discretion of RSL upon the failure by the School to operate upon the School Property a charter school, or the transfer of the School Property to a third party not previously approved by RSL in writing. For the avoidance of doubt, the easements contained herein in favor of RSL relating to use of the Shared School Facilities are perpetual and may not be terminated without the express written consent of RSL.

11. Liens. The Parties shall keep the RSL Property and the School Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under the Parties, and the Parties shall indemnify, hold harmless and agree to defend each other from any liens that may be placed on the RSL Property and the School Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under the Parties or any of their respective Agents. Any such liens must be released of record within thirty (30) days.

12. Compliance with Laws. The Parties will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers.

13. Insurance. At all times hereafter until abandonment or termination and until all cleanup and mitigation activities are completed, the Parties shall maintain in force the insurance policies and coverages set forth below for their respective property. Additionally, the Parties shall ensure that prior to entering onto the RSL Property and the School Property each of the Parties' Agents and other such parties who assist with the construction, maintenance or use of the RSL Property, the School Property, and all facilities located thereon are either covered under the terms of the Parties' insurance policies, or that each obtain similar policies and which, at a minimum, provide the Parties the same protections. The Parties agree to obtain and maintain the following insurance coverages and policies.

13.1. Liability Insurance Coverage and Limits. Prior to taking possession of the RSL Property or School Property, the Parties and Parties' Agents agree to obtain and maintain a commercial generally liability insurance policy insuring the Parties' interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the RSL Property, the School Property, the Easement Areas, and the ways immediately adjoining the properties, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two

Million Dollars (\$2,000,000.00). Utah Soccer, LLC shall arrange for and obtain the insurance required by this Section 13.1 on behalf of the School for the School Property.

13.2. Workers' Compensation Insurance. The Parties and Parties' Agents agree to obtain and maintain Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, the Parties shall maintain Employers' Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00).

13.3. Automobile Insurance. The Parties and Parties' Agents agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

Notwithstanding the above, either Party may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law, provided that the Party maintains actuarially sound reserves. Upon request, the Party electing to self-insure shall provide the other Party with a letter of self-insurance evidencing its compliance with this clause.

14. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party from and against all third party claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorneys' fees actually incurred from any cause other than the other Party's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Agreement. This indemnification extends to and includes claims for: (i) the acts and omissions of the other Party or the other Party's Agents arising out of or relating directly or indirectly to this Agreement; or (ii) the use of the RSL Property and the School Property or the exercise of its/their rights under this Agreement by the other Party or the other Party's Agents, or its/their successors or assigns, and its/their Agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

15. Remedies. In addition to any and all rights and remedies provided herein, the terms, provisions, rights, benefits, obligations, duties and responsibilities set forth in this Agreement, and any of the requirements contained herein, may be enforced by either Party by an action at law or in equity to include, without limitation, an action for specific performance and/or injunctive relief.

16. Notice. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, by registered or certified mail, postage prepaid, return receipt requested, or via overnight courier service, to the address of the respective Party below:

RSL: RSL Training Academy, LLC  
Attn: Jacob Haueter  
14787 S. Academy Parkway  
Herriman, Utah 84096

School: Real Salt Lake Academy High School  
Attention: Ryan Marchant  
14787 S. Academy Parkway,  
Building B  
Herriman, Utah 84096

17. No Waiver. Failure of either Party to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder.

18. Invalidity. If any provision of this Agreement is held invalid or unenforceable, such provision shall thereupon be deemed modified only to the extent necessary to render the same valid or excused from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if such provision had been included herein as so modified in scope or applicability or not been included herein, as the case may be.

19. No Partnership. Nothing herein contained or implied shall at any time be so construed as to create the relationship of landlord and tenant, employer and employee, partnership, contractor, principal and agent or joint venture partner as between the Parties.

20. Counterparts; Signatures. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

21. Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, or for any reasons or in any legal proceedings whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals and re-hearings, and whether or not an action has actually been commenced, the prevailing Party shall be entitled to receive from the non-prevailing Party reimbursement for all attorney's fees, costs and expenses incurred by the prevailing Party. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

22. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, statements, representations and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives and Agents in respect of the subject matter hereof.

23. Runs with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted and obligations herein shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

24. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions

should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

25. No Third Party Beneficiaries. This Agreement shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of a Party) and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

26. Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

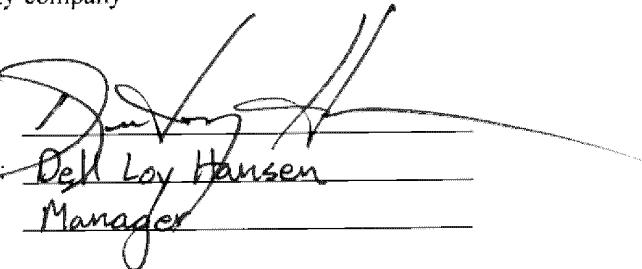
27. No Public Use/Dedication. The RSL Property and the School Property is and shall at all times remain the private property of the respective Parties. The use of each Party's property is permissive and shall be limited to the express purposes contained herein. Neither RSL nor the School, nor their successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the RSL Property or the School Property beyond the express terms and conditions of this Agreement.

*[Signatures to Follow]*

**IN WITNESS WHEREOF**, RSL and the School have executed this Agreement on the date first written above.

**RSL:**

RSL Training Academy, LLC, a Utah limited liability company

By:   
Name: Del Loy Hansen  
Its: Manager

**SCHOOL:**

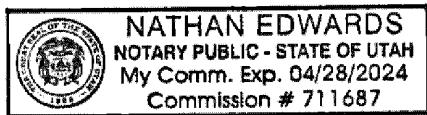
Real Salt Lake Academy High School, a Utah non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Acknowledgements to Follow]*

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On this 20<sup>th</sup> day of July, 2020, personally appeared before me Dee Lay Hanner, known or satisfactorily proved to me to be the MANAGER of RSL TRAINING ACADEMY, LLC, a Utah limited liability company, who acknowledged before me that s/he signed the foregoing instrument as MANAGER for said company.



\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of July, 2020, personally appeared before me \_\_\_\_\_, known or satisfactorily proved to me to be the \_\_\_\_\_ of REAL SALT LAKE ACADEMY HIGH SCHOOL, a Utah non-profit corporation, who acknowledged to me that he/she signed the foregoing instrument as \_\_\_\_\_ for said corporation.

\_\_\_\_\_  
Notary Public

**IN WITNESS WHEREOF**, RSL and the School have executed this Agreement on the date first written above.

**RSL:**

RSL Training Academy, LLC, a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SCHOOL:**

Real Salt Lake Academy High School, a Utah non-profit corporation

By: 

Name: DARRELL J. ROBINSON

Its: BOARD PRESIDENT

*[Acknowledgements to Follow]*

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

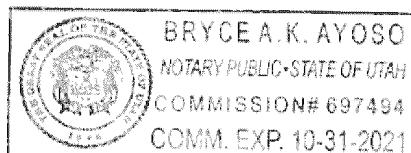
On this \_\_\_\_\_ day of July, 2020, personally appeared before me \_\_\_\_\_, known or satisfactorily proved to me to be the \_\_\_\_\_ of RSL TRAINING ACADEMY, LLC, a Utah limited liability company, who acknowledged before me that s/he signed the foregoing instrument as \_\_\_\_\_ for said company.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On this 21<sup>st</sup> day of July, 2020, personally appeared before me Darrell J. Robinson, known or satisfactorily proved to me to be the Board President of REAL SALT LAKE ACADEMY HIGH SCHOOL, a Utah non-profit corporation, who acknowledged to me that he/she signed the foregoing instrument as Board President for said corporation.

\_\_\_\_\_  
Notary Public



**Exhibit A**

(RSL Property Legal Description)

Lot 1, Real Salt Lake Training Facility Amending Lot 1, according to the official plat thereof as recorded December 23, 2019 in Book 2019P at Page 356 of the Salt Lake County Recorder's office.

Parcel No.: 33-08-326-008

**Exhibit B**

(School Property Legal Description)

Lot 2, Real Salt Lake Training Facility Amending Lot 1, according to the official plat thereof as recorded December 23, 2019 in Book 2019P at Page 356 of the Salt Lake County Recorder's office.

Parcel No.: 33-08-326-009

## **Exhibit C**

### **(Initial Schedule for Use of Shared Facilities)**

The Parties shall use the general guidelines below, and shall meet annually (or more often as necessary) to adopt more specific guidelines in writing that both parties shall agree to.

The School's calendar for the 2020-21 school year is attached as Exhibit E.1, and identifies all the "School Days" until August 2021.

#### **School Facilities**

##### **1. Kitchen**

The Kitchen shall be operated and staffed by contractors engaged by RSL during all days the School holds classes ("School Days") for both breakfast and lunch. RSL shall charge students, employees or volunteers at the School a price equal to the lowest price they are charging anyone else purchasing food from the Kitchen. The School shall give RSL a schedule of the days on which they will hold class at the earliest possible convenience. The Parties shall work together in good faith to schedule the use of the Kitchen so as to not overload the Kitchen, including staggering meal times, to the extent necessary. RSL shall be responsible for all maintenance and improvements of the Kitchen. Subject to the provision set forth above, RSL shall have exclusive rights to use and operate the Kitchen at such times and in such manner as RSL desires, in its sole discretion, and the Kitchen may be used by RSL for any business purpose including, but not limited to, food preparation for sporting events and catering events. RSL shall hold and maintain all permits required to operate the Kitchen for commercial purposes.

##### **2. Parking**

RSL may use any of the parking spaces on the School Property on a "first come first served" basis, unless such parking spaces have signs indicating restricted use (i.e. handicap or unloading zones). For the avoidance of doubt, RSL may use any of the parking spaces on the School Property on a "first come first served basis" for all events held at the Stadium. The School may give RSL written notice at least 30 days in advance of any special events that require any restrictions of parking on the School Property by RSL, and RSL shall comply with such written request so long as such special event does not conflict with a scheduled event on the RSL Property. The School shall be responsible for the maintenance and improvements to its parking area, but RSL shall offer the School the opportunity to pay a pro-rated amount for improvements to the Properties in the event RSL decides to maintain or improve their parking areas.

##### **3. Locker Room**

RSL shall have exclusive access to and may use the Locker Room all days of the year. The School shall have no usage rights of the Locker Room and shall use best efforts to restrict access to the Locker Room to School students unless such students are explicitly granted access by RSL.

#### **RSL Facilities**

##### **1. Parking**

The School may use any of the parking spaces on the RSL Property on a "first come first served" basis at any time unless such parking spaces have signs indicating restricted use (i.e. handicap or unloading

zones) or unless the School is informed otherwise in writing by RSL. School shall use commercially reasonable best efforts to inform RSL at least three months in advance of any dates when it anticipates a significant use of RSL's parking spaces, and RSL shall approve or deny such request and use commercially reasonable best efforts to not schedule any special events on such dates that would create an overlapping use of RSL's parking spaces.

## **2. Stadium, Indoor Training Fields (Box), and Adjacent City Fields**

The School shall request dates for use of the Shared RSL Facilities by no later than May 1 for the following year from July 1 to June 30 and may update its request as soon as reasonably possible after School's team schedules are finalized. Each party shall notify the other party of its finalized game and practice schedules as soon as reasonably possible following finalization. The terms and conditions of the scheduling of the School's use of the Shared RSL Facilities shall be as follows:

- (a) **School Use During School Hours.** RSL shall use good faith efforts to accommodate the School's requests of dates for use of the Shared RSL Facilities by the School during normal School Hours. "School Hours" shall mean 6:00 AM to 4:00 PM, Monday through Friday, excluding all state and federal holidays. Approved use of the Shared RSL Facilities shall be at no cost to the School (other than Utility Services) and any other costs incurred by RSL which arise from the School's use of the Shared RSL Facilities which are above typical operating costs for the Shared RSL Facilities. With prior written approval from RSL, School Hours at the Stadium may be extended to 6:00 PM. Such use by the School during School Hours shall be strictly for physical education for School students, School team practices and games, School fundraisers and School marketing events. In the event that RSL schedules a third party to pay for use of the Indoor Training Fields during School Hours, the School shall only be entitled to use of one of the indoor fields during that time.
- (b) **School Use During Non-School Hours.** If the School requests usage of the Stadium, Indoor Training Fields (Box) and Adjacent City Fields that is not during School Hours, then the School shall pay full rates for usage of the applicable space in accordance with the then-current rate schedule of RSL.
- (c) In the event that RSL has a higher priority use of the Shared RSL Facilities (use by the first team, Monarchs, Royals, the Academy, or a paying customer) during a time scheduled for use by the School, whether or not such scheduled time is during School Hours or not during School Hours, RSL, in its own discretion, may move the School's scheduled usage time to a different field or venue or may require the School to reschedule the School's use at a time as close to the original scheduled time as possible. For the avoidance of doubt, denying School use of the Shared RSL Facilities for previously scheduled higher priority RSL events shall not be considered a breach of this Agreement.

### Exhibit E.1

(School Days Calendar for 2020-21 School Year, until August 2021)

S M T W T h F S						S M T W T h F S						S M T W T h F S						W	Feb. 10	Second Semester	
1	2	3	4	6		1	2	3	4	6		1	3	8							
7	8	9		1	1	7	8	9	1		1	3	4	5	6	7	8	9	1	1	
4	5	6	7	8	0	4	5	6	7		0	1	2	3	4	5	7	3	M	Jan. 4	
1	1	1	1	1	2	1	1	1	1		2	1	1	1	1	1	1	1	1	1	
1	2	2	2	2	2	2	2	2	2		2	1	1	2	2	2	1	8	M	Feb. 22	
1	3	4	5	7	1	2	3	4	5	7	8	9	0	1		2	4	8	Th	March 11	
2	8					2	2	3	3		2	2	2	2	2				F	April 23	
						8	9	0	1		5	6	7	8	9		2	2		1st Semester: 8/17/20 - 12/18/20	
																				2nd: Semester: 1/5/21 - 5/28/21	
S M T W T h F S						S M T W T h F S						S M T W T h F S									
				1		1	2	3	4	5		1	2	3						All Classes on Mondays & Thursdays	
2	3	4	5	6	8	6	7	8	9	1	1	1	4	5	6	7	8	9	1	Odd Classes on Tuesdays	
9	0	1	2	3	5	3	4	5	6	7	8	9	1	2	3	4	5	6	7	Even Classes on Wednesdays	
1	1	1	1	2	2	2	2	2	2	2	2	1	1	2	2	2	2	2			
6	7	8	9	0	2	0	1	2	3	4	5	6	8	9	0	1	2	3	4		
2	2				2	2	2	2	3			2	2	2	2	2	2	3	3	1st Semester: 8/17/20 - 12/18/20	
3	4				9	7	8	9	0			5	6	7	8	9	0	1		2nd Semester: 1/5/21 - 5/28/21	
3	3																				
0	1																				
For any emergency school closures school will continue with a Flexible/Virtual schedule																					