

**EXHIBIT B**  
**SUMMARY OF**  
**STADIUM LEASE AGREEMENT**

THIS STADIUM LEASE AGREEMENT SUMMARY ("**Lease Summary**") sets forth certain of the principal terms and conditions upon which the STADIUM AUTHORITY OF SANTA CLARA, a California joint powers authority (the "**Stadium Authority**" or "**Landlord**"), and the FORTY NINERS STADIUM, LLC, a Delaware limited liability company ("**Tenant**"), intend to enter into the Stadium Lease, subject to the terms and conditions of the Disposition and Development Agreement (Stadium Lease) dated as of December \_\_, 2011 (the "**DDA**"), to which this Lease Summary is attached. Tenant and Landlord collectively are sometimes referred to herein as the "**Parties**," and each of Tenant and Landlord individually is sometimes referred to as a "**Party**." Unless the context otherwise requires, capitalized terms used in this Lease Summary have the meanings set forth on **Exhibit A** attached hereto or otherwise assigned to them in this Lease Summary. The rules set forth on **Exhibit B** attached hereto shall be followed when construing words used in this Lease Summary.

**ARTICLE 1**  
**LEASE**

1.1 **Lease of the Premises.** As shall be more particularly described in the Stadium Lease, Landlord shall lease to Tenant, and Tenant shall lease from Landlord, on an exclusive basis during such portions of each Lease Year as are more particularly described in **ARTICLE 4** below, the following (which, collectively, shall constitute the "**Premises**");

- (a) The Stadium and the Stadium Ancillary Property, including Tenant's Exclusive Facilities, but excluding the Stadium Authority Exclusive Facilities;
- (b) Tenant's Parking Spaces;
- (c) The Stadium Personal Property; and
- (d) All air rights and air space above the Stadium and the Stadium Site.

1.2 **Lease Year.** As further described below, each Lease Year is divided into two seasons: the Tenant Season and the Stadium Authority Season.

1.2.1 **Tenant Season.** As used in this Lease Summary, "**Tenant Season**" means that period during each Lease Year commencing on August 1 and ending on January 31 (subject to extension in any Lease Year if an NFL Game (whether pre-season, regular season or post-season) in the Stadium is scheduled by the NFL before August 1 or after January 31); provided, however, that if the Stadium Authority exercises the Stadium Authority Put Right as provided in **ARTICLE 5**, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term (including any Extension Terms), the Tenant Season shall mean the entirety of the Lease Year.

1.2.2 **Stadium Authority Season**. As used in this Lease Summary, "**Stadium Authority Season**" means that period during each Lease Year that does not constitute the Tenant Season (*i.e.*, February 1 through July 31), subject to extension of the Tenant Season as described above.

1.3 **Appurtenant Rights**. In addition to the lease of the Premises as described in Paragraph 1.1, Tenant shall have the following appurtenant rights:

1.3.1 **Tenant Season**. Landlord shall grant to Tenant the following rights during the Tenant Season:

(a) At all times during the Tenant Season, on an exclusive basis (subject to the rights of access to and egress by the City of Santa Clara (the "**City**") from the City's Utility Parcels (as shall be depicted on the Site Plan to be attached to the Stadium Lease (the "**Site Plan**")), the right to use the South Parking Lot (as shall be depicted on the Site Plan) for parking, staging of vehicles and equipment and for other purposes that Tenant deems reasonably necessary in connection with the Permitted Uses;

(b) At all times during the Tenant Season, on a non-exclusive basis, rights-of-way for ingress and egress over and across the South Access Road and VTA Lot (each, as shall be depicted on the Site Plan); provided, however, that, during the Tenant Season, the Stadium Authority shall only permit third-party access over the South Access Road to allow the City's access to and egress from the City's Utility Parcels and to allow Public Safety personnel access to Stadium [*Note: This right to be granted to the Stadium Authority in the Ground Lease*]; and

(c) During each Exclusive Game Day Period, the right to use, on an exclusive basis, the Required NFL Security Area (*i.e.*, bridges over San Tomas Aquino Creek (the "**Bridges**"), the landing area for the Bridges in the Great America Lot, etc.); provided, however, that Tenant's right to use the Bridges shall be subject to a Real Property License Agreement to be entered into by the Stadium Authority and the Santa Clara Valley Water District and an agreement between the Stadium Authority and the owner of the Great America Lot. The Required NFL Security Area is shown on the Site Plan.

1.3.2 **Stadium Authority Season**. Landlord shall grant to Tenant the following rights during the Stadium Authority Season:

(a) At all times during the Stadium Authority Season, on a non-exclusive basis (except as may be expressly provided in the Stadium Lease Documents), uninterrupted rights-of-way for access to and egress from Tenant's Exclusive Facilities, Tenant's Parking Spaces, the Practice Facilities (as shall be depicted on the Site Plan) and Stadium Signage Areas (as shall be depicted on the Site Plan), including rights-of-way for ingress and egress over and across the South Access Road and VTA Lot; and [*Note: Tenant's right to use approximately 50 spaces in the South Lot shall be addressed in the Ground Lease.*]

(b) Subject to prior scheduling with the Stadium Manager, the right to use the South Parking Lot, on an exclusive basis, for parking, staging of vehicles and equipment and for other purposes that Tenant deems reasonably necessary for NFL Events or Tenant

Incidental Uses (as defined in Paragraph 4.3.2 below) conducted or occurring during the Stadium Authority Season.

1.3.3 **Year Round – Game Day and Other NFL Event Day Parking.** Subject to the terms, covenants and conditions to be set forth in the Stadium Public Parking Agreement, on an exclusive basis, (a) for NFL Games, the NFL Game Public Parking Spaces and, (b) for other NFL Events, such number of parking spaces on the Public Parking Parcels as the Stadium Authority and Tenant shall agree are necessary based on the size of such NFL Event (but not more than the NFL Game Public Parking Spaces).

1.3.4 **Year Round – Stadium Operations Areas.** Subject to the terms, covenants, conditions and agreements as shall be set forth in the Stadium Lease, on a non-exclusive basis, the right to use the Stadium Operations Areas (as shall be depicted on the Site Plan), such as storage areas for Tenant's maintenance equipment, to the extent that Tenant deems reasonably necessary in connection with the Permitted Uses.

1.4 **Likeness of Stadium.** Without limiting the foregoing provisions of this ARTICLE 1, the Stadium Authority shall, subject to the Stadium Naming Rights Agreement, grant to Tenant during the Lease Term an exclusive license to use for commercial purposes the name, image and likeness of the Stadium, or parts thereof, in connection with the operation of the Franchise and the marketing of Stadium replicas, apparel, novelty items, and similar items bearing the Stadium name, image or likeness; provided, however, that the Stadium Authority shall have the right, subject to Tenant's reasonable approval, to use the name, image and likeness of the Stadium for purposes that are not revenue-generating to the Stadium Authority, provided that (a) Tenant may withhold such approval if such use by the Stadium Authority would cause Tenant to be in violation of any Advertising and Sponsorship Contract or, in Tenant's reasonable judgment, would not be consistent with the reputation of the Team, and (b) in no event shall the Stadium Authority have the right to use the logos or Marks of Tenant, the Team or any Second Team for any purposes without Tenant's approval, which may be granted or withheld in its sole discretion. The image of the Stadium shall not constitute logos or Marks of Tenant, the Team or any Second Team.

1.5 **Delivery of Possession and Acceptance; Covenant of Quiet Enjoyment.**

1.5.1 **Delivery of Possession and Acceptance.** On the Commencement Date, Landlord will deliver to Tenant (a) exclusive possession and occupancy of Tenant's Exclusive Facilities and the Tenant's Parking Spaces, and (b) possession and occupancy of the remainder of the Premises if and when required under the terms of the Stadium Lease Documents. When so delivered, the Premises shall be subject only to the Permitted Encumbrances, any Encumbrances arising by, through or under Tenant and such other terms and conditions as shall be agreed upon by Landlord and Tenant in the Stadium Lease Documents. Tenant shall have the right to obtain a title insurance policy insuring its Leasehold Estate at Tenant's expense. Landlord shall not permit or allow any renewal, modification, extension, amendment or supplement of any Permitted Encumbrance without the prior written approval of Tenant, which approval will not be unreasonably withheld.

1.5.2 **Covenant of Quiet Enjoyment.** Landlord shall covenant for the Lease Term that Tenant, upon paying the Rent and upon keeping, observing and performing the terms, covenants and conditions of the Stadium Lease Documents to be kept, observed and performed by Tenant, shall and may quietly and peaceably hold, occupy, use, and enjoy Tenant's Exclusive Facilities and Tenant's Parking Spaces at all times, and the remainder of the Premises at such times as are set forth in this Lease Summary, without ejection or interference by or from Landlord or any other Person (other than Persons claiming by, through or under Tenant), subject only to Encumbrances arising by, through or under Tenant, and the Permitted Encumbrances; provided, however, that, with respect to the air rights and air space above the Premises, the covenant of quiet enjoyment contained in this Paragraph 1.5.2 shall only apply to the extent that Landlord has the right and power to make such covenant as of the Effective Date or hereafter.

1.6 **Leasehold Priority.** Landlord covenants that the Leasehold Estate shall be senior and prior to any Lien or other Encumbrance (other than the Permitted Encumbrances and any other Encumbrances arising by, through or under Tenant or permitted in the Stadium Lease Documents). Further, Landlord agrees that all other tenants and users of the Premises whose rights are granted after the Effective Date shall expressly subordinate their rights in the Premises to the rights of Tenant as set forth in the Stadium Lease Documents pursuant to a written statement in the lease, contract, license or other agreement entered into between such tenant or user and Landlord. This Paragraph does not extend to any Liens or other Encumbrances arising by, through or under Tenant or its agents acting in such capacity. Tenant acknowledges that Permitted Encumbrances include "Takeout Financing" (as defined in the DDA), and the parties agree that the Stadium Lease shall contain recognition, non-disturbance, subordination and attornment provisions to be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

1.7 **Relationship of Stadium Lease to DDA.** The Stadium Lease shall describe the rights and obligations of Tenant and Landlord during the Lease Term, provided that the Stadium Lease shall be subject to the provisions of the DDA until the Completion of the Improvements in accordance with the DDA. Until the Commencement Date, the DDA will govern the development of the Stadium in the event of any inconsistency between the Stadium Lease and the DDA. From and after the Commencement Date, the Stadium Lease will govern the rights and obligations of the Parties with respect to the Premises. The recordation of a Certificate of Completion (as defined in the DDA) shall conclusively establish, for the purposes of the Stadium Lease, that all requirements of the DDA relating to the construction and completion of the Stadium have been waived by Tenant or satisfied by Landlord, and that the DDA is no longer applicable as it applies to Landlord's obligation to construct the Stadium. If at such time, there exist any Deferred Items (as defined in the DDA), the Stadium Authority shall be responsible, subject to the provisions of the Construction Agency Agreement, for completing such Deferred Items in a timely and workerlike fashion.

1.8 **Early Occupancy.** Prior to the Commencement Date (the "**Early Occupancy Period**"), Tenant and other Tenant Parties shall be permitted to enter the Premises for the purpose of installing Tenant's Personal Property and otherwise readying the Stadium, including Tenant's Exclusive Facilities, for the initial Stadium Events and Tenant Incidental Uses, provided that (a) prior to Tenant's entry in the Premises, Tenant shall furnish to Landlord certificates of insurance reasonably satisfactory to Landlord evidencing Tenant's compliance with the insurance

requirements of the Stadium Lease; and (b) Tenant's work in the Premises prior to the Commencement Date shall comply with the requirements of ARTICLE 11 below. In addition, if legal occupancy of Tenant's Exclusive Facilities, including the Stadium Commercial Areas, is permitted prior to the Commencement Date, then Tenant shall have the right to use such Tenant's Exclusive Facilities for the Permitted Uses prior to the Commencement Date. Tenant shall not be entitled to host NFL Games or other NFL Events in the Stadium during the Early Occupancy Period. Tenant's occupancy of the Premises during the Early Occupancy Period shall be subject to all of the terms, covenants and conditions of the Design-Build Agreement (as that term is defined in the DDA) and the Stadium Lease, including, without limitation, Tenant's O&M Obligations and Tenant's indemnity obligations to be set forth in the Stadium Lease, except that the amount and timing of Tenant's payment of Facility Rent and Shared Stadium Expenses during the Early Occupancy Period shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

## ARTICLE 2 TERM

2.1 **Initial Lease Term.** The terms and provisions of the Stadium Lease shall be effective as of the date of the Stadium Lease, provided that, except as set forth in the Construction Agency Agreement and except as provided in Paragraph 1.8 above and Paragraph 6.5 below, Tenant shall have no obligations with respect to the Premises until the Commencement Date. The Stadium Lease shall be for an initial term of forty (40) years (the "**Initial Term**" or "**Initial Lease Term**"), beginning on the first day following the Substantial Completion Date (the "**Commencement Date**") and ending on the day immediately preceding the fortieth (40th) anniversary of the Commencement Date (the "**Lease Expiration Date**"), unless the Stadium Lease is sooner terminated or extended as hereinafter provided. The Commencement Date shall constitute the first day of the first Lease Year. Following the Substantial Completion Date, Landlord and Tenant shall execute and deliver a memorandum confirming the date on which the Commencement Date occurred, provided that failure of the Parties to execute such memorandum shall not delay or modify the Commencement Date or affect the rights or obligations of the Parties under the Stadium Lease.

2.2 **Options to Extend Term.** Subject to the provisions of this Paragraph 2.2, Tenant shall have the option to extend the Lease Term for five (5) additional successive periods of four (4) years each (each, an "**Extension Term**"); provided, however, that if the Lease Expiration Date occurs between September 1 in any year and the end of the NFL Football Season commencing in such year, then Tenant shall have an additional option to extend the Lease Term for an interim period (the "**Interim Extension Term**"), which shall commence on the day immediately following the original Lease Expiration Date and expire on the next following June 30. 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). The Option Notice must include reasonable evidence that the Team Sublease shall be concurrently extended for the applicable Extension Term and that the Non-Relocation Agreement remains in full force and effect. No Extension Term may commence unless at the time of the commencement of the Extension Term the Team Sublease has been concurrently extended for the applicable Extension Term and the

Non-Relocation Agreement remains in full force and effect. Subject to the restrictions and limitations on assignment of the Stadium Lease as shall be negotiated in good faith by the Stadium Authority and Tenant, Tenant may transfer the remaining Extension Options to an assignee of its entire interest in the Stadium Lease. In addition, Tenant may at any time, or from time to time, assign the Extension Options, or any of them, as additional security for any Tenant Mortgage permitted under the Stadium Lease, and Landlord shall recognize any Extension Option exercised by a Tenant Mortgagee in accordance with the provisions of the Stadium Lease. Time is of the essence with respect to the date of delivery for each and every Option Notice. The Initial Term and any Extension Terms are herein, collectively, referred to as the "**Term**" or "**Lease Term**".

### ARTICLE 3 STADIUM DESIGN AND CONSTRUCTION

Prior to the Commencement Date, Landlord shall construct the Stadium subject to, and in accordance with, the terms, covenants and conditions set forth in the DDA, Construction Agency Agreement and the Design-Build Agreement.

### ARTICLE 4 USE

4.1 **Operation of an NFL Franchise.** Subject to the terms and conditions set forth in this ARTICLE 4, Tenant shall have the right during the time specified in this ARTICLE 4 to use and occupy the Premises for the operation of an NFL Franchise or, in the event of a Second Team, NFL Franchises, including, without limitation, (a) the exhibition, production, presentation and broadcasting (or other transmission) of NFL Games, NFL Events, Tenant Incidental Uses and activities related thereto, including training, practices and football exhibitions, (b) subject to the provisions of ARTICLE 15 and ARTICLE 21 below, the hosting of the Super Bowl, Pro Bowl or other League Events, (c) the hosting of promotional activities and events, meetings, community and public relations events, (d) the exhibition of Advertising and marketing of NFL Games, NFL Events and Tenant Incidental Uses, (e) Suite licensing and, subject to the rights of the holders of SBLs pursuant to the SBL Agreement, sales of Tickets, and (f) fantasy camps and any and all other activities which, from time to time, are customarily conducted by or are related to the operation of the business of an NFL Franchise or to any NFL Events or Tenant Incidental Uses, all as more particularly described in this ARTICLE 4 (collectively, the "**Permitted Uses**").

4.2 **Tenant's Permitted Uses – Tenant Season.** 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 described in Paragraph 4.1 above and, without limiting the generality thereof, for the following purposes:

4.2.1 **Exhibition of NFL Games.** Preparing for and playing or hosting NFL or other professional football games ("**NFL Games**") and as Tenant may deem necessary in connection therewith, including practice or warm up sessions for the Team (or Second Team) and its opponent, and the installation of related equipment, including advertising and media equipment. In addition, (a) Tenant may stage activities attendant to any NFL Game on the Premises and/or, subject to limitations to be negotiated in good faith by the Stadium Authority

and Tenant in connection with the Stadium Lease, the Stadium Authority Parking Facilities and (b) subject to the Mitigation Measures and Conditions of Approval and all Applicable Laws, Tenant's guests and invitees shall be permitted to cook and otherwise prepare and consume food and beverages in the Stadium Authority Parking Facilities (*i.e.*, tailgating). Without in any way limiting the foregoing, it is expressly acknowledged and agreed that a pre-game, half-time or post-game show on a Game Day, shall not constitute a Non-NFL Event.

4.2.2 **NFL Events.** In addition to NFL Games, hosting community relations, promotional and corporate partner private events and other events related to the promotion or operation of the Team and, if applicable, a Second Team, such as open houses, fan appreciation nights and other marketing events (together with NFL Games, "**NFL Events**"). In addition, in connection with NFL Events, attendees shall be entitled to tailgate as and to the extent provided in Paragraph 4.2.1 above with regard to NFL Games.

4.2.3 **Non-NFL Events.** If the Stadium Authority exercises the Stadium Authority Put Right as provided in ARTICLE 5 below, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, attendees of Non-NFL Events (as defined in Paragraph 4.6.1 below) shall be entitled to tailgate as and to the extent provided in Paragraph 4.2.1 above with regard to NFL Games. For purposes of this Agreement, "**Tenant Events**" shall mean NFL Events and if the Stadium Authority exercises the Stadium Authority Put Right as provided in ARTICLE 5 below, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, Non-NFL Events.

4.2.4 **Parking for Tenant Events.** Parking in the Stadium Parking Areas for Tenant Events, subject to the provisions of Paragraph 7.4 hereof.

#### 4.3 **Tenant's Permitted Uses – Year Round.**

##### 4.3.1 **Tenant's Exclusive Facilities.**

(a) For the full twelve (12) months of each Lease Year during the Lease Term, including during each Stadium Authority Season, Tenant shall have the right to use and operate Tenant's Exclusive Facilities, including (i) the Stadium Commercial Areas, including the Team Store and the Hall of Fame (as shall be depicted on the Site Plan), the revenues from which shall constitute Tenant Revenue as provided in ARTICLE 13 below, (ii) administrative space (as shall be depicted on the Site Plan) for use by Tenant, the Team, any Second Team or any Tenant Parties, (iii) the Stadium Ticket Office (as shall be depicted on the Site Plan), provided that Tenant shall cooperate with the Stadium Authority to permit the Stadium Authority's use of the Stadium Ticket Office in connection with Non-NFL Events, subject to Tenant's reasonable security requirements, (iv) locker rooms and related training space, (v) the Stadium Video Facilities, (vi) the Owners' Club, including the Team Suite, and (vii) the Suite Tower, including all Suites, but excluding the Stadium Conference Facilities and Premium Stadium Areas located in the Suite Tower (each as shall be depicted on the Site Plan). Tenant will have the exclusive use of Tenant's Exclusive Facilities, the Tenant's Parking Spaces, and the Intellectual Property Rights attendant thereto, at all times during the Lease Term, subject only to the provisions of the Stadium Lease Documents. In addition, subject to the "O&M Rules" for the Stadium adopted by the Stadium Authority and approved by Tenant from time to time

("Stadium Rules and Regulations"), Tenant shall have uninterrupted access to such areas of the Stadium and Stadium Ancillary Property (including ingress and egress), on a year-round basis, including during Non-NFL Events and Civic Events, as shall be reasonably necessary to use and enjoy the Tenant's Exclusive Facilities and the Tenant's Parking Spaces as permitted under the Stadium Lease. In furtherance thereof, without charge other than payment of the Facility Rent, Tenant shall be entitled to a reasonable number of credentials necessary for Tenant, the Tenant Parties and the Owners' Club Licensees to gain access to Tenant's Exclusive Facilities during Non-NFL Events and Civic Events; provided, however, that, other than the Owners' Club Licensees, the licensee of a Suite may access the Stadium during Non-NFL Events and Civic Events only as permitted pursuant Paragraph 4.7.2 below. The Stadium Authority shall have no right to use Tenant's Exclusive Facilities in connection with any Non-NFL Events or Civic Events.

(b) Tenant will be responsible for staffing the Stadium Video Facilities and may impose and retain reasonable charges for video production services provided to other users. It is contemplated that the video boards controls will be located in the Stadium Video Facilities. Tenant will be responsible for providing the operator(s) for such controls. Tenant will make such operator(s) available for Non-NFL Events, at reasonable rates to be approved by Tenant and the Stadium Authority or promoter of the Non-NFL Event; or if reasonably requested by the Stadium Authority, Tenant will permit the Stadium Authority, itself, or the promoter to provide its own (appropriately trained) operator(s) for such Non-NFL Event without charge by Tenant.

4.3.2 **Tenant Incidental Uses**. At all times during the Lease Term, including during each Stadium Authority Season, subject to the provisions of the Stadium Lease Documents, the Stadium Rules and Regulations, and Scheduling with the Stadium Manager, (a) Tenant and the Team (and, if applicable, any Second Team) shall have the right to use and occupy any and all portions of the Stadium (exclusive of the Stadium Authority Exclusive Facilities) for (i) meetings and events related to the promotion or operation of the Team's Franchise (or Second Team's Franchise, as the case may be), including marketing events, meetings with current or potential corporate partners and sponsors, meetings with current or potential Ticket holders, executive meetings and conferences, cheerleader practices and tryouts, and the filming of commercials, television shows and in-Stadium videos, (ii) private meetings, conferences, parties and other similar small events sponsored or initiated by the Tenant or the Team (or, if applicable, any Second Team) for their shareholders, officers, directors, members, managers and their respective friends and family members, and (iii) tours of the Hall of Fame, which also may include tours of the Stadium; (b) subject to the provisions of Paragraph 4.6.4 below, Suite licensees shall have the right, by, through and under Tenant's rights in the Stadium Lease Documents, to use and occupy their respective Suites, and such Suite licensees, as well as current or potential corporate partners and sponsors of Tenant, the Team (and, if applicable, any Second Team), shall have the right (by, through and under Tenant's rights in the Stadium Lease Documents) to use and occupy the Stadium Conference Facilities and the Premium Stadium Areas, including any "Stadium Club", "Club Seating Lounge", or similar restaurant and bar facilities in the Premium Stadium Areas from time to time, and (c) Tenant and the Team (and, if applicable, any Second Team) shall have the right to use and occupy any and all portions of the Premises for any other purposes incidental to the promotion or operation of their Franchise(s) (collectively, "**Tenant Incidental Uses**"). Subject only to the rights of Landlord to conduct



Non-NFL Events and Civic Events at the Stadium previously Scheduled for the same time, Tenant and the Team (and, if applicable, any Second Team), shall, with prior Scheduling through the Stadium Manager pursuant to the Stadium Rules and Regulations, be entitled to use (and permit the use of) the Premises for any such Tenant Incidental Uses at any time on a year-round basis during the Lease Term and without charge, other than the reimbursement of Landlord's actual and reasonable expenses (including Utilities) directly caused by such use and occupancy.

4.3.3 **Advertising and Sponsorship Rights.** At all times during the Lease Term, including during each Stadium Authority Season, Tenant, the Team or any Affiliates of Tenant or the Team shall have the right to use portions of the Stadium and Stadium Ancillary Property for Tenant Identification Signage and Signage in connection with the sale of Advertising and Sponsorship Rights, subject to, and in accordance with, the terms, covenants and conditions set forth in ARTICLE 15 below.

4.3.4 **Stadium Commercial Areas.** At all times during the Lease Term, including during each Stadium Authority Season, Tenant shall have the right to use the Stadium Commercial Areas for purposes consistent with and complementary to a professional football stadium; and, further, Tenant shall have the right to sublease the Stadium Commercial Areas, or any portion thereof, for such purposes without the approval of the Stadium Authority, except as shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease. All revenues, proceeds and receipts from any sublease of the Stadium Commercial Areas shall be Tenant Revenue. All expenses of operating and Maintaining the Stadium Commercial Areas shall be borne by Tenant (or, at Tenant's election, the subtenants of the Stadium Commercial Areas), subject to the terms and conditions set forth in Paragraph 7.1.1(b) below with respect to Capital Repairs. Without limiting the foregoing, Tenant shall not, without the Stadium Authority's prior approval, permit any of the Stadium Commercial Areas to be used: (a) for any immoral, improper or unlawful purpose; (b) in a manner to cause the Stadium Authority to be in violation of the Stadium Naming Rights Agreement; (c) in a manner which diminishes the value or appearance of the Stadium; (d) in a manner which is inappropriate to the location and configuration of the Stadium Commercial Areas; (e) by a lessee whose character or reputation is not consistent with the quality of the Stadium; or (f) in a manner that is likely to impair the dignity, reputation or character of the Stadium.

4.3.5 **Other Permitted Uses.** The Permitted Uses, also include the following:

(a) Use and operation of Tenant's or its contractor's studio and related facilities for radio, television, internet, cable, satellite and any other broadcast and entertainment media within the Premises during NFL Games, other NFL Events and Tenant Incidental Uses, including Tenant's or its contractor's support and production facilities, transmission equipment, antennas and other transceivers, and related facilities and equipment primarily for the broadcast, production or other transmission of NFL Games, other NFL Events and Tenant Incidental Uses, and activities related thereto, and for the creation of commercials, television shows consistent with and complementary to a professional football team, in-Stadium and in-game videos, including the right to sublease or license such studio or related facilities to a third party which may or may not be an Affiliate of Tenant for all or a portion of such purposes, and, without

limiting any other provision hereof, all revenues, proceeds and receipts therefrom shall be Tenant Revenue;

(b) The sole and exclusive right to broadcast, disseminate, reproduce or transmit by telephone, movies, radio, television, tape, disk, cassette, cable, satellite, dish, direct beam, pay television broadcasts, internet distributions, or any or other method of reproduction or otherwise, all or any part of the NFL Games, other NFL Events and Tenant Incidental Uses, and activities related thereto, including pre-game, half-time and post-game features or events and any and all visual or oral communications relating thereto, and, without limiting any other provision hereof, all revenues, proceeds and receipts therefrom shall be Tenant Revenue;

(c) Storage of Maintenance and other equipment and supplies owned or leased by Tenant and used in connection with the operation of the Premises and all other Permitted Uses; and

(d) Other uses reasonably related or incidental to any of the other Permitted Uses.

**4.4 Stadium Authority Season NFL Events – Subject to Scheduling Coordination.** During the Stadium Authority Season, Tenant and the Team (and, if applicable, a Second Team) shall, subject to the provisions of the Stadium Lease Documents, have the right to conduct NFL Events (other than NFL Games), provided that, if any such NFL Event is to occur outside of the Tenant Season, then Tenant and the Team (and, if applicable, a Second Team) shall coordinate the Scheduling of such NFL Events with the Stadium Authority to avoid conflict with Non-NFL Events and Civic Events.

**4.4.1 Exclusive Use for Professional Football Games.**

(a) As part of the consideration for the Stadium Lease Documents, and notwithstanding any provision of the Stadium Lease Documents to the contrary, the Parties agree that Tenant shall have the sole and exclusive right to host and exhibit professional football games in the Stadium, including the Super Bowl and Pro Bowl Games and other similar League Events; and Landlord agrees that it will not enter into a lease or other contractual arrangement with any other Person for, or that allows the exhibition of professional football games during the Lease Term, without Tenant's express written approval, which approval may be withheld in Tenant's sole and absolute discretion. Nothing contained in this Paragraph 4.4.1, however, shall affect Tenant's right, in its sole and absolute discretion, to permit the Team or a Second Team to exhibit professional football games in the Stadium, subject to, and in accordance with, the terms, covenants and conditions relating to subleases of the Premises as shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease. For purposes of the Stadium Lease, "**professional football games**" shall mean the type of American football regularly played in the United States between member teams within a professional football association such as the NFL, the Canadian Football League, the United Football League, and any other similar league or leagues now or hereafter organized, and including any teams without league affiliation playing a comparable style and brand of professional American football. As used in the Stadium Lease, the term "**NFL Games**" shall, notwithstanding the specific reference

to the NFL, mean "professional football games" as above defined. The hereinabove stated provisions of this Paragraph 4.4.1 shall constitute restrictive covenants which run with and bind Premises, including the Stadium, during the entire Lease Term. Tenant shall be deemed the beneficiary of the aforesaid restrictive covenants.

(b) Notwithstanding anything to the contrary contained in the Stadium Lease Documents, Landlord agrees that Tenant shall, in addition to all other available rights and remedies, have the right to obtain an injunction prohibiting any such violation.

(c) In connection with the rights granted to Tenant in this Paragraph 4.4.1, Landlord acknowledges and agrees that monetary damages could not be calculated to compensate Tenant for any violation by Landlord of the covenants, duties and obligations contained in this Paragraph 4.4.1. Accordingly, Landlord agrees that (i) Tenant may restrain or enjoin any violation as provided above in this Paragraph 4.4.1 or threatened violation of any covenant, duty or obligation contained in this Paragraph 4.4.1 without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (ii) the administration of an order for injunctive relief would not be impracticable and, in the event of any violation of any covenant, duty or obligation contained in this Paragraph 4.4.1 the balance of hardships would weigh in favor of entry of injunctive relief, (iii) Tenant may enforce any such covenant, duty or obligation contained in this Paragraph 4.4.1 through specific performance if so awarded pursuant to the Dispute Resolution Procedures, and (iv) Tenant may seek injunctive or other form of relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of this Paragraph 4.4.1 on an interim basis pending the outcome of the applicable Dispute or Controversy in connection with this Paragraph 4.4.1 pursuant to the Dispute Resolution Procedures. Landlord further agrees and irrevocably stipulates that the rights of Tenant to injunctive relief pursuant to this Paragraph 4.4.1 shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any Bankruptcy Proceeding involving Landlord or any Landlord Affiliate.

4.5 **Reserved Rights.** Subject to the terms of the Stadium Lease Documents to the contrary, Tenant reserves the sole and exclusive right, power and authority, for itself and on behalf of the Team and any Second Team, to operate the NFL Franchise or NFL Franchises in the Stadium. In addition, subject to the terms of the Stadium Lease Documents, Tenant shall also have such discretion in the use, operation, and control of (a) the Premises during the Tenant Season, (b) the portion of the Premises Scheduled for an NFL Event or used by Tenant for Tenant's Incidental Use during the Stadium Authority Season, and (c) Tenant's Exclusive Facilities and Tenant's Parking Spaces at all times during the Lease Term, as Tenant may reasonably deem necessary to fully recognize the benefits and perform efficiently its responsibilities under the Stadium Lease Documents, but subject to the terms thereof.

4.6 **Stadium Authority's Uses.**

4.6.1 **Non-NFL Events.** The Stadium Authority will have the right to conduct events in the Stadium, such as concerts and sporting events other than NFL Games ("**Non-NFL Events**") pursuant to a plan and schedule established each year in consultation with Tenant (the

"**Annual Non-NFL Event Plan**"); provided, however, that, as more particularly described in Paragraph 4.8 below, the Stadium Authority recognizes and agrees that, during the Tenant Season, Tenant, the Team, any Second Team and all NFL Events will have Scheduling priority over all Non-NFL Events and Civic Events in the Stadium, including Scheduling priority necessary to accommodate any "flexible scheduling" of NFL Events that may be imposed by the NFL from time to time. In recognition of the fact that the types of Non-NFL Events conducted in the Stadium could be perceived as a reflection of the quality and brand of Tenant and the Team, the Annual Non-NFL Event Plan will be subject to the mutual approval of Tenant and the Stadium Authority in accordance with the provisions of Paragraph 4.8.3 below. In no event shall the Stadium Authority have any right to use Tenant's Exclusive Facilities or any Suites in connection with any Non-NFL Events.

4.6.2 **Civic Events and the Community Room.** Subject to the Scheduling priority for Stadium Events and Tenant Incidental Uses described in Paragraph 4.8 below, the Stadium Authority may Schedule civic or other non-revenue generating events in the Stadium that are not included in the Annual Non-NFL Event Plan ("**Civic Events**"), including provision of meeting space in the Community Room and Stadium Conference Facilities (each as shall be depicted on the Site Plan) for community groups and non-profits. In no event shall the Stadium Authority have any right to use Tenant's Exclusive Facilities or any Suites in connection with any Civic Events. Further, the first Civic Event in the Stadium shall not occur until after the first Non-NFL Event or NFL Event for which Tickets are sold.

4.6.3 **Stadium Authority Event Expenses.** Without limiting the provisions of Paragraph 7.1.1 below, the Stadium Authority shall pay all costs and expenses of operating and Maintaining the Premises to the extent such costs and expenses are directly attributable to Stadium Authority Events ("**Stadium Authority Event Expenses**"), including (a) costs of ticketing, security, traffic control, crowd control and Playing Field preparation, and (b) to the extent not covered by the proceeds of insurance carried by the Parties, costs of repairing damage to the Premises to the extent directly attributable to a Stadium Authority Event. Stadium Authority Event Expenses shall also include the administrative and marketing expenses related to obtaining Stadium Authority Events. In no event will any Stadium Authority Event Expenses constitute Shared Stadium Expenses and no Shared Stadium Expenses will be allocated to Stadium Authority Event Expenses. The Stadium Authority shall be entitled to all revenues attributable to Stadium Authority Events, and such revenues shall constitute Stadium Authority Revenue.

4.6.4 **Stadium Authority Offices.** Notwithstanding the occurrence of the Tenant Season Expansion Date, the Stadium Authority shall have the right to use the Stadium Authority administrative offices ("**Stadium Administrative Offices**"), as generally depicted on the Site Plan, to conduct and manage the operations of the Stadium. Any change in the design, configuration or location of the Stadium Administrative Offices shall require the Parties' mutual approval. All costs of operating and maintaining the Stadium Administrative Offices shall be borne by the Stadium Authority, subject to payment from the Stadium Capital Expenditure Reserve in accordance with the Annual Stadium Capital Expenditure Plan adopted pursuant to the terms of the Stadium Lease.

4.7 **Premium Seating Licensees and Premium Stadium Area Uses.**

4.7.1 **Marketing of Suites.** At all times during the Lease Term, Tenant shall have the sole and exclusive right to market and license the Suites in the Stadium, which shall allow the Suite licensees to purchase Tickets and parking passes to all Stadium Events, including Non-NFL Events. The Suites shall be available to Suite licensees at all times during the Lease Term pursuant to the terms of the applicable Suite license agreements for the viewing of such Stadium Events. The maximum Ticket price charged by the Stadium Authority or any promoter or other sponsor of any Non-NFL Event to Suite licensees shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

4.7.2 **Non-Event Suite and Premium Stadium Areas Access.**

(a) Subject to the Stadium's Scheduling procedures and the Stadium Rules and Regulations regarding Stadium access to be agreed between Landlord and Tenant from time to time, Tenant may permit each licensee of a Suite, in addition to the right to use its Suite, the Stadium Conference Facilities and Premium Stadium Areas (each as shall be depicted on the Site Plan) for the Team's NFL Home Games and other NFL Events, the right to use such portions of the Stadium at any time on a year-round basis during the normal operating hours of the Stadium, provided that: (i) no Stadium Authority Event is being held anytime during (or immediately prior to or immediately following) such use of the Stadium (except that such condition shall not apply to Owners' Club Licensees, who shall have access to the Owners' Club during Stadium Authority Events as provided in Paragraph 4.3.1), and (ii) Tenant or such licensee shall pay (1) with regard to the use of its Suite, all operating costs and expenses directly resulting from such use (including, without limitation, the costs of food, beverage, technical assistance, copying and other services), and (2) with regard to the use of the Stadium Conference Facilities and Premium Stadium Areas, all operating costs and expenses directly resulting from such use, plus a reasonable usage fee. Any such payments, by a Suite licensee pertaining to the use of the Stadium Conference Facilities or Premium Stadium Areas shall constitute Stadium Authority Revenue. Along with access to its Suite, the Stadium Conference Facilities or the Premium Stadium Areas pursuant to this Paragraph, each Suite licensee shall have reasonably free access to such other areas of the Stadium as are necessary to gain access to its Suite, the Stadium Conference Facilities or the Premium Stadium Areas.

(b) Subject to the Stadium's Scheduling procedures and the Stadium Rules and Regulations regarding Stadium access to be agreed between Landlord and Tenant from time to time, Tenant may permit current or potential corporate partners or sponsors of Tenant, the Team (or, if applicable, any Second Team) or the Stadium to use the Stadium Conference Facilities and Premium Stadium Areas for a conference, meeting or other business purposes (subject to Applicable Laws) at any time on a year-round basis during the normal operating hours of the Stadium, provided that (i) no Stadium Authority Event is being held anytime during (or immediately prior to or immediately following) such use of the Stadium, and, (ii) for any such use during the Stadium Authority Season, Tenant or such corporate partners or sponsors shall pay all operating costs and expenses (including, without limitation, the costs of food, beverage, technical assistance, copying and other services) directly resulting from such use, plus a reasonable usage fee. Any such payments by a corporate partner or sponsor pertaining to the use of the Stadium Conference Facilities or Premium Stadium Areas during the Tenant

Season shall constitute Tenant Revenue; otherwise, such payments by a corporate partner or sponsor shall constitute Stadium Authority Revenue. Along with access to the Stadium Conference Facilities or the Premium Stadium Areas pursuant to this Paragraph, each corporate partner or sponsor shall have reasonably free access to such other areas of the Stadium as are necessary to gain access to the Stadium Conference Facilities or the Premium Stadium Areas (which access shall be subject to reasonable rules and regulations as shall be more particularly described in the Stadium Lease Documents).

#### 4.8 **Event Scheduling Procedure.**

4.8.1 **NFL Games.** For each Tenant Season, including pre-season, regular season and post-season NFL Games, Tenant shall have absolute and unconditional first priority preferential scheduling of the Premises for the purpose of playing or conducting NFL Games and other NFL Events, subject to the provisions set forth below. Prior to the adoption of the final schedule of league games by the NFL for any NFL Football Season, the Premises shall be Scheduled for NFL Games for all days of each Tenant Season. Within ten (10) Business Days following Tenant's receipt of such final schedule of NFL games for any NFL Football Season, Tenant shall notify Landlord thereof, and all Game Days which are not listed on such schedule as days for NFL Games or potential post-season games in which the Team (or any Second Team) could participate shall be released for other Scheduling by Landlord in accordance with the Stadium Lease Documents and shall not be considered Game Days for purposes of the Stadium Lease and the Stadium Lease Documents; provided, however, that any such Scheduling of other events in the Stadium during the NFL Football Season must be approved in Tenant's sole and absolute discretion and must accommodate any "flexible scheduling" of NFL Events that may be imposed by the NFL from time to time. Game Days for potential post-season NFL Games during the NFL Football Season shall be released for other Scheduling by Landlord only if, as and when the Team (and any Second Team) is mathematically eliminated from the playoffs. If any Scheduled NFL Game in the Stadium is postponed or canceled, Tenant shall have the right to Schedule such NFL Game on another date within such NFL Football Season on which no conflicting Non-NFL Event or Civic Event is then Scheduled in the Stadium.

4.8.2 **Other NFL Events.** Subject to the provisions of the Stadium Lease Documents and the Scheduling priority of Non-NFL Events as described in Paragraph 4.8.3 below, Tenant shall have the right to Schedule the Premises for NFL Events (other than NFL Games) at any time during the Lease Year.

4.8.3 **Non-NFL Events.** 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; provided, however, that, in recognition of the fact that the types of Non-NFL Events conducted in the Stadium could be perceived as a reflection of the quality and brand of Tenant and the Team, the Annual Non-NFL Event Plan will be subject to the mutual approval of Tenant and the Stadium Authority. Without limiting the foregoing, Tenant shall have the right to disapprove any Non-NFL Event that, in Tenant's reasonable judgment, shall (a) cause Tenant to be in violation of any Advertising and Sponsorship Contract; (b) diminish the value or appearance of the Stadium; (c) be conducted by an operator, promoter or sponsor whose character or reputation is not consistent with the quality of the Stadium or the reputation of the Team; (d) likely impair the dignity, reputation or

character of the Stadium, Tenant or the Team, or (e) be inconsistent with or prohibited by NFL Rules and Regulations. In addition, any Non-NFL Event that could, in Tenant's sole judgment, have an adverse impact on the Playing Field or any other component of the Stadium or Stadium Ancillary Property shall not be Scheduled during the Tenant Season, unless Tenant agrees, in Tenant's sole judgment, that there will be sufficient time to return the Stadium and the Stadium Ancillary Property to their normal condition for the next NFL Game.

4.8.4 **Civic Events.** Subject to Tenant's Scheduling priority for NFL Games as provided in Paragraph 4.8.1 above and subject specifically to any previously Scheduled NFL Games, NFL Events or Tenant Incidental Uses, the Stadium Authority shall have the right to Schedule and conduct Civic Events in the Stadium; provided, however, that no Civic Event shall (a) be permitted in the Stadium if such Civic Event would, in Tenant's reasonable judgment, (i) cause Tenant to be in violation of any Advertising and Sponsorship Contract; (ii) diminish the value or appearance of the Stadium; (iii) be conducted by an operator, promoter or sponsor whose character or reputation is not consistent with the quality of the Stadium or the reputation of the Team; (iv) likely impair the dignity, reputation or character of the Stadium, Tenant or the Team; or (v) be inconsistent with or prohibited by NFL Rules and Regulations. In addition, any Civic Event Scheduled during the NFL Football Season that could, in Tenant's sole judgment, have an adverse impact on the Playing Field or any other component of the Stadium or Stadium Ancillary Property shall not be Scheduled during the Tenant Season, unless Tenant agrees, in Tenant's sole judgment, that there will be sufficient time to return the Stadium and the Stadium Ancillary Property to their normal condition for the next NFL Game.

4.9 **Prohibited Uses.** Tenant shall not use, or permit the use of, the Premises for any other or additional purposes that are not a Permitted Use without first obtaining the consent of Landlord, which consent shall not be unreasonably withheld.

4.10 **Compliance with Applicable Laws.**

4.10.1 **Tenant's Obligations.** Tenant shall, throughout the Lease Term, use and occupy the Premises for the Permitted Uses in compliance with all Applicable Laws; provided, however, that, except for changes or alterations required to be made to the Tenant Improvements (for which Tenant shall be responsible pursuant to this Paragraph), any change or alterations required to be performed in or to the Premises to comply with Applicable Laws shall be performed by Landlord pursuant to Paragraph 4.10.2 below (or by Tenant pursuant to Paragraph 4.10.3 below). Tenant shall have the right to contest the validity or application of any such Applicable Laws (a "**Compliance Contest**"), and if Tenant promptly so contests while preventing the imposition of any Liens on the Premises, then Tenant may postpone compliance with such Applicable Laws during such Compliance Contest, provided that such Compliance Contest is prosecuted with diligence, except that Tenant shall not so postpone compliance therewith in such a manner as to, or subject Landlord to any liability or prosecution for a criminal act or cause the Premises to be condemned or vacated.

4.10.2 **Landlord's Obligations.** Except as expressly Tenant's responsibility pursuant to Paragraph 4.10.1 above, Landlord shall, throughout the Lease Term (subject to the provisions of Paragraph 5.2.3 below, if the Stadium Authority exercises the Stadium Authority Put Right), within the time periods permitted by Applicable Laws, comply or cause compliance

with all Applicable Laws relating to the lease, operation, maintenance, repair, use and occupancy of the Premises and, without limiting the foregoing, if any changes or alterations to the Premises, the South Parking Lot, including the cooling tower or other similar improvements located thereon that serve the Stadium, the South Access Road or the Bridges are required in order for the Premises, the South Parking Lot, the South Access Road or the Bridges to comply with Applicable Laws ("**Compliance Work**"), then, subject to the Procurement Guidelines and, except for changes or alterations required to be made to the Tenant Improvements (for which Tenant shall be responsible pursuant to Paragraph 4.10.1), Landlord shall perform (or cause to be performed) such changes or alterations to the Premises, the South Parking Lot, the South Access Road or the Bridges, as the case may be. Unless such compliance arises from any Civic Event, Landlord shall pay for the Compliance Work by applying funds from the Stadium Capital Expenditure Reserve and Operating Expense Reserve. If funds in the Stadium Capital Expenditure Reserve and Operating Expense Reserve are insufficient the reasonable remaining cost of such compliance shall be a Shared Stadium Expense. Landlord shall, however, have the right, with reasonable prior notice to Tenant, to engage in a Compliance Contest, and if Landlord promptly so contests while preventing the imposition of any Liens on the Premises, then Landlord may postpone compliance with such Applicable Laws during such Compliance Contest, provided that such Compliance Contest is prosecuted with diligence, except that Landlord shall not postpone compliance if doing so would impair the structural integrity of the Premises or the Bridges or materially limit any right of Tenant under the Stadium Lease Documents or subject Tenant to any liability or prosecution for a criminal act or cause the Premises to be condemned or vacated.

4.10.3 **Tenant's Right to Perform.** Notwithstanding the provisions of Paragraph 4.10.2 above, Tenant may, at its option, upon at least five (5) days' prior written notice to Landlord (except in the event of an Emergency, in which event only such notice as is reasonably practicable shall be required), perform on Landlord's behalf any or all of the Compliance Work (a) to the extent the cost thereof would constitute a Shared Stadium Expense or be funded by the Stadium Capital Expenditure Reserve or Operating Expense Reserve and (b) provided that Landlord has not notified Tenant of any pending Compliance Contest with respect to such Compliance Work. Tenant reimbursement process shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

## **ARTICLE 5**

### **STADIUM AUTHORITY PUT RIGHT**

5.1 **Stadium Authority Put Right.** The Stadium Authority may elect to expand the Tenant Season to consist of the entire Lease Year, from July 1 through the next succeeding June 30 (the "**Stadium Authority Put Right**"), by delivering written notice to Tenant within the time periods set forth in this Paragraph 5.1 below (the "**Stadium Authority Put Notice**"). The expansion of the Tenant Season shall be effective as of the applicable "Tenant Season Expansion Date" (as more particularly defined in this Paragraph 5.1 below), as set forth below. Effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, including any Extension Terms, the Tenant Season shall consist of the entire Lease Year, from July 1 through the next succeeding June 30.



5.1.1 **Unconditional Stadium Authority Put Right.** The Stadium Authority shall have an unconditional right to exercise the Stadium Authority Put Right by delivering the Stadium Authority Put Notice to Tenant not sooner than the expiration of Lease Year 12, nor later than the expiration of Lease Year 13. If the Stadium Authority exercises its put right pursuant to this Paragraph 5.1.1 the Tenant Season Expansion Date shall be the first day of Lease Year 15.

5.1.2 **Management Company Revolving Loan.** If, at the end of each calendar month for twenty-four (24) consecutive months, the outstanding balance of the Management Company Revolving Loan exceeds Ten Million Dollars (\$10,000,000.00), then, so long as the end of such 24-month period occurs after the expiration of Lease Year 13, the Stadium Authority may exercise the Stadium Authority Put Right within ninety (90) days after the end of any such 24-month period, in which event the Tenant Season Expansion Date shall be the commencement of the Lease Year immediately following delivery of the Stadium Authority Put Notice; provided, however, that if delivery of the Stadium Authority Put Notice occurs between January 1 and June 30 of any calendar year, then the Tenant Season Expansion Date shall, at Tenant's option, occur either at the commencement of the Lease Year immediately following delivery of the Stadium Authority Put Notice or upon the commencement of the next following Lease Year.

5.1.3 **Management Company Revolving Loan in Excess of Twenty Million Dollars.** If, at the end of any calendar month, the outstanding balance of the Management Company Revolving Loan exceeds Twenty Million Dollars (\$20,000,000.00), then the Stadium Authority may exercise the Stadium Authority Put Right within ninety (90) days after the end of any such calendar month, in which event the Tenant Season Expansion Date shall be the commencement of the Lease Year immediately following delivery of the Stadium Authority Put Notice; provided, however, that if delivery of the Stadium Authority Put Notice occurs between January 1 and June 30 of any calendar year, then the Tenant Season Expansion Date shall, at Tenant's option, occur either at the commencement of the Lease Year immediately following delivery of the Stadium Authority Put Notice or upon the commencement of the next following Lease Year.

5.1.4 **No Market Rent Election.** If neither Party makes the Market Rent Election before the Market Rent Deadline, as provided in Paragraph 6.2 below, or if following a Market Rent Election by either Party prior to the Market Rent Deadline, the Stadium Authority elects to have the original Facility Rent apply as provided in Paragraph 6.2.4(c), then, by delivery of the Stadium Authority Put Notice to Tenant not later than the expiration of Lease Year 31, the Stadium Authority shall have the right to exercise the Stadium Authority Put Right, regardless of whether there is an outstanding balance on the Management Company Revolving Loan, in which event the Tenant Season Expansion Date shall be the commencement of Lease Year 32.

5.1.5 **Market Rent Reset.** If either Party makes a Market Rent Election prior to the Market Rent Deadline and the Facility Rent would be reduced as provided in Paragraph 6.2.2(c), then the Stadium Authority shall have the right to exercise the Stadium Authority Put Right within six (6) months after determination of the Market Rent by delivery of the Stadium Authority Put Notice, in which event the Tenant Season Expansion Date shall be the commencement of the Lease Year immediately following delivery of the Stadium Authority Put

Notice; provided, however, that if delivery of the Stadium Authority Put Notice occurs between January 1 and June 30 of any calendar year, then the Tenant Season Expansion Date shall, at Tenant's option, occur either at the commencement of the Lease Year immediately following delivery of the Stadium Authority Put Notice or upon the commencement of the next following Lease Year.

5.1.6 **Tenant's Market Reset Termination**. If, as provided in Paragraph 6.2.4, Tenant delivers Tenant's Market Reset Termination Notice, then, within six (6) months after receipt thereof, the Stadium Authority shall have the right to exercise the Stadium Authority Put Right by delivery of the Stadium Authority Put Notice, in which event the Tenant Season Expansion Date shall be the commencement of the Lease Year immediately following delivery of the Stadium Authority Put Notice; provided, however, that if delivery of the Stadium Authority Put Notice occurs between January 1 and June 30 of any calendar year, then the Tenant Season Expansion Date shall, at Tenant's option, occur either at the commencement of the Lease Year immediately following delivery of the Stadium Authority Put Notice or upon the commencement of the next following Lease Year.

5.1.7 **First Extension Option**. If Tenant exercises the first Extension Option pursuant to Paragraph 2.2 above, then, within six (6) months after the Stadium Authority's receipt of the Option Notice, the Stadium Authority shall have the right to exercise the Stadium Authority Put Right by delivery of the Stadium Authority Put Notice, in which event the Tenant Season Expansion Date shall be the commencement of the Lease Year immediately following delivery of the Stadium Authority Put Notice; provided, however, that if delivery of the Stadium Authority Put Notice occurs between January 1 and June 30 of any calendar year, then the Tenant Season Expansion Date shall, at Tenant's option, occur either at the commencement of the Lease Year immediately following delivery of the Stadium Authority Put Notice or upon the commencement of the next following Lease Year.

5.2 **Stadium Authority Put Right – Terms and Conditions**. If the Stadium Authority exercises the Stadium Authority Put Right as provided in Paragraph 5.1 above, then the following shall apply:

5.2.1 **Tenant's Put Right Payment**. On the applicable Tenant Season Expansion Date, Tenant shall pay to the Stadium Authority the following ("**Tenant's Put Right Payment**"): (a) the sum of (i) the then outstanding balance, if any, of the Management Company Revolving Loan, plus (ii) the then outstanding balance, if any, of the Subordinated Loan, less (b) the then outstanding balances, if any, of the Stadium Capital Expenditure Reserve and Operating Expense Reserve. The Parties agree that Tenant's Put Right Payment may be made by causing all of the Stadium Authority's any remaining outstanding indebtedness under the Management Company Revolving Loan and Subordinated Loan (after the Stadium Authority's disbursement of the then outstanding balance, if any, of the Stadium Capital Expenditure Reserve and Operating Expense Reserve in repayment of such indebtedness, as shall be required in the Line of Credit Agreement and the Subordinated Loan documents) to be canceled and written off. If funds remain in the Stadium Capital Expenditure Reserve or Operating Expense Reserve as of the Tenant Season Expansion Date (i.e., after the Stadium Authority's disbursement of amounts in the Stadium Capital Expenditure Reserve and Operating Expense Reserve as may be necessary to pay off the Management Company Revolving Loan and Subordinated Loan), those

funds shall, as of the Tenant Season Expansion Date, be distributed in the following order: (i) first, to fund the cost of performing any identified deferred maintenance and Capital Repairs; (ii) second, to pay to Tenant the amount of the Unamortized Prepaid Rent as of the Tenant Season Expansion Date; and (iii) third, any remaining portion of such funds shall be deposited in the Stadium Capital Expenditure Reserve. If, as of the Tenant Season Expansion Date, there is no outstanding balance on the Management Company Revolving Loan or the Subordinated Loan, then Tenant's Put Right Payment shall equal Zero Dollars (\$0.00) and disbursement from the Stadium Capital Expenditure Reserve and Operating Expense Reserve shall be in accordance with the immediately preceding sentence.

5.2.2 **Non-NFL Event Revenue.** Effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, (a) Tenant shall have the exclusive right to conduct Non-NFL Events in the Stadium, (b) the term "Tenant Events" hereunder shall mean NFL Events and Non-NFL Events, (c) all Non-NFL Event Revenue shall constitute Tenant Revenue and (d) notwithstanding the provisions of Paragraph 4.6.3 above, Tenant shall pay all Non-NFL Event Expenses.

5.2.3 **Maintenance and Repair Obligations.** Effective as of the Tenant Season Expansion Date, the Maintenance and Repair Obligations of Tenant shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

## ARTICLE 6 RENT

6.1 **Facility Rent.** Subject to adjustment as provided in Paragraphs 6.2 through Paragraph 6.4, for each Lease Year in the Initial Term, Tenant shall pay to Landlord, as fixed rent for the Stadium, an amount to be set forth in the Stadium Lease ("**Facility Rent**"). A schedule of the Facility Rent payable by Tenant for each Lease Year in the Initial Term shall be included in the Final Financing Plan, and shall include a formula or standard for the determination or adjustment of the Facility Rent as of the closing of the Takeout Financing such that the Facility Rent, together with other amounts payable by Tenant under the Stadium Lease and other revenues of the Stadium Authority will provide the Stadium Authority with funds required to pay the rent payable by the Stadium Authority under the Ground Lease, the Stadium Authority's operating and maintenance expenses of the Stadium and scheduled debt service on the Takeout Financing. The timing of Tenant's payment of Facility Rent for each Lease Year shall be reasonably determined by Landlord and Tenant based on the projected revenue requirements for the operation of the Stadium as set forth in the Annual Stadium Authority Budget for such Lease Year, as the Annual Stadium Authority Budget may be modified from time to time. In the event the Lease Term ends on a day other than June 30th of any calendar year, then Facility Rent for such fractional Lease Year shall be computed by dividing the annual Facility Rent by 365 (or 366, if the year in question is a leap year), and multiplying the per-diem rental rate so computed by the number of days in such fractional Lease Year.

6.2 **Lease Year 25 Market Rate Adjustment.**

6.2.1 **Definitions.** The following defined terms are used in this Paragraph 6.2:

(a) "**Constant Rent**" means the amount of constant level rent, calculated consistent with Internal Revenue Code Section 467; and

(b) "**Unamortized Prepaid Rent**" means the amount, at any point in time during the Term of the Stadium Lease, of the unamortized portion of the prepaid Facility Rent, calculated consistent with Internal Revenue Code Section 467.

6.2.2 **Market Rent Election.** Subject to the provisions of Paragraph 6.4 below, which shall, notwithstanding the provisions of this Paragraph 6.2, apply if the Stadium Authority exercises the Stadium Authority Put Right, 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 an appraisal process to be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease ("**Market Rent Election**"). If either Party makes a Market Rent Election prior to the Market Rent Deadline, then, effective as of the commencement of Lease Year 32, and continuing for the remainder of the Initial Lease Term (or, if applicable, until the Tenant Season Expansion Date), the Facility Rent shall, subject to the provisions of Paragraph 6.2.4 below, be calculated as follows:

(a) If the Market Rent is greater than the Constant Rent, then the Facility Rent will be increased by the difference between the Market Rent and the Constant Rent.

(b) If the Market Rent is less than the Constant Rent, but greater than the Facility Rent, then no adjustment to the Facility Rent will be made and the Facility Rent for the Initial Term will remain as provided in Paragraph 6.1 above.

(c) If the Market Rent is less than the Facility Rent, then the Facility Rent will be reduced to an amount equal to the Market Rent.

If neither Party makes the Market Rent Election before the Market Rent Deadline, then there shall be no adjustment to the Facility Rent for the remainder of the Initial Term, except as provided in Paragraph 6.4 below.

6.2.3 **Determination of Market Rent.** In determining the Market Rent, the appraiser(s) making the determination shall analyze and take into account such factors as shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

6.2.4 **Rent Reset – Tenant's Termination Right.** If the Facility Rent would be increased through the Market Rent reset process described in Paragraph 6.2.2 by more than twenty (20%) of the Facility Rent for any Lease Year remaining in the Initial Term, then Tenant shall have the right to terminate the Stadium Lease effective on the last day of Lease Year 32 ("**Market Reset Termination Date**"), by providing a notice to the Stadium Authority ("**Tenant's Market Reset Termination Notice**") not later than six (6) months following the

determination of the Market Rent. If Tenant delivers Tenant's Market Reset Termination Notice, then the Stadium Authority shall, within six (6) months following receipt of Tenant's Market Reset Termination Notice, elect one of the following:

(a) Allow the Stadium Lease to terminate as provided above (i.e., effective on the last day of Lease Year 32), in which event (i) notwithstanding the provisions of Paragraph 10.7 or Paragraph 20.2.2, Tenant shall have no obligation to demolish the Stadium; and (ii) upon the Market Reset Termination Date, the Stadium Authority shall pay the following ("**Stadium Authority Reset Termination Payment**"): (1) to 49ers Management Company, Inc. ("**49ers Management Company**") pursuant to the Line of Credit Agreement, the then outstanding balance, if any, of the Management Company Revolving Loan, and (2) to Tenant the sum of the following: (A) the then outstanding balance, if any, of the Subordinated Loan, plus (B) the amount of the Unamortized Prepaid Rent as of the Market Reset Termination Date. The Stadium Authority shall use funds in the Stadium Capital Expenditure Reserve and Operating Expense Reserve to pay the Stadium Authority Reset Termination Payment. If funds remain in the Stadium Capital Expenditure Reserve or Operating Expense Reserve after payment of the Stadium Authority Reset Termination Payment, those funds shall be retained by the Stadium Authority.

(b) Exercise the Stadium Authority Put Right.

(c) Notify Tenant that the original Facility Rent will continue to apply and that there will be no termination of the Stadium Lease and no Market Rent reset.

6.3 **Extension Terms.** Notwithstanding the provisions of Paragraph 6.1 above, if the Stadium Authority does not exercise the Stadium Authority Put Right, then the following shall apply: (a) prior to the expiration of Lease Year 33, the Market Rent for the first four-year Extension Term ("**Extension Term Market Rent**") shall be determined pursuant to an appraisal process to be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease; and (b) if Tenant exercises any Extension Option hereunder, then, except as expressly provided in the Stadium Lease, all of the terms, covenants and conditions of the Stadium Lease shall continue in full force and effect during the applicable Extension Term, except that the Facility Rent payable by Tenant during the first four-year Extension Term and each succeeding Extension Term shall equal the Extension Term Market Rent, which shall not increase during the Extension Term(s). Facility Rent for the Interim Extension Term will equal the Facility Rent for the preceding Lease Year (prorated for the partial calendar year) as increased by the amount of the increase in the annual Fixed Ground Rent (as that term shall be defined in the Ground Lease) payable to the City by the Stadium Authority pursuant to the Ground Lease.

6.4 **Tenant Season Expansion Date - Facility Rent Adjustment.** Notwithstanding the foregoing provisions of this ARTICLE 6, effective as of the Tenant Season Expansion Date, if applicable, and continuing through the remainder of the Lease Term, including any Extension Terms, the Facility Rent payable by Tenant for each Lease Year shall be adjusted to equal the following portions of the rent payable to the City for such Lease Year under the Ground Lease; provided, however, that if Tenant cannot for any reason assume all of the Permitted Landlord Financing outstanding as of the Tenant Season Expansion Date, then, in addition to the following

portions of the rent payable to the City for such Lease Year under the Ground Lease, the Facility Rent shall also include an amount sufficient to pay scheduled debt service on the Permitted Landlord Financing that is not assumed by Tenant:

6.4.1 **Fixed Ground Rent.** The amount of Fixed Ground Rent payable to the City pursuant to the Ground Lease for such Lease Year (including the increase in Fixed Ground Rent to be specified in the Ground Lease in the event that a Second Team plays and hosts NFL Home Games in the Stadium), which amounts shall be set forth in the Stadium Lease; plus

6.4.2 **Performance Based Rent.** The amount of Performance-Based Rent (as that term shall be defined in the Ground Lease) payable to the City pursuant to the Ground Lease for such Lease Year, which amount shall equal the greater of (i) Zero Dollars (\$0.00), or (ii) the following: (1) fifty percent (50%) of the Net Income from Non-NFL Events for such Lease Year, less (2) the sum of the Performance-Based Rent Credits (as defined in Paragraph 6.4.3 below) applicable to such Lease Year. Effective as of the Tenant Season Expansion Date, Tenant shall assume all of the Stadium Authority's reporting and related obligations to the City relating to Net Income from Non-NFL Events as shall be set forth in the Ground Lease, and the City shall continue to have such audit rights relating to Net Income from Non-NFL Events as shall be set forth in the Ground Lease.

6.4.3 **Performance Based Rent Credits.** For purposes of the Stadium Lease, the "**Performance-Based Rent Credits**" applicable to any Lease Year shall equal the sum of the following:

(a) Fifty percent (50%) of the Fixed Ground Rent (including the increase in Fixed Ground Rent specified in the Ground Lease in the event that a Second Team plays and hosts NFL Home Games in the Stadium) payable for such Lease Year, plus

(b) The amount by which, if any, the Public Safety Costs attributable to NFL Games in such Lease Year exceed the Public Safety Costs Threshold for such Lease Year, and are paid by Tenant to the City as provided in Paragraph 7.4.5 below ("**Credited Public Safety Costs**"), plus

(c) Following expiration of the Redevelopment Agency's ability to collect tax increment in the Redevelopment Project Area pursuant to Applicable Laws, the portion of property tax revenue actually received by the City for such Lease Year on account of all possessory interests in the Stadium, plus

(d) Any Permitted Credits Carry-forward (as defined below) applicable to such Lease Year.

As used herein, the "**Permitted Credits Carry-forward**" applicable to any Lease Year means the total amount, if any, of the Performance-Based Rent Credits listed in clauses (a), (b) and (c) of this Paragraph 6.4.3 above that have not previously been applied in the calculation of Performance-Based Rent in the preceding five (5) Lease Years. Performance-Based Rent Credits listed in clauses (a), (b) and (c) of this Paragraph 6.4.3 above, if not used within the Lease Year incurred or the next five (5) succeeding Lease Years, shall expire and shall not be included within Permitted Credits Carry-forward thereafter.

6.5 **Advance Payment of Facility Rent.** As provided in the Ground Lease, at the request of the City, the Stadium Authority will advance to the City, as prepayment of the Fixed Ground Rent, the amount of Three Hundred Ninety Five Thousand Dollars (\$395,000.00). Upon the later to occur of (a) thirty (30) days following the request of the Stadium Authority, or (b) six (6) months prior to the Commencement Date (as then estimated in the Schedule for Performance), Tenant will advance to the Stadium Authority Three Hundred Ninety Five Thousand Dollars (\$395,000.00), which amount shall constitute prepayment of Facility Rent.

6.6 **Interest on Delinquent Rent.** If any installment of Facility Rent is not paid within ten (10) days following the date it is due, or if any Additional Rent is not paid within thirty (30) days following written demand for payment of such Additional Rent, such unpaid amount shall bear interest from the date of such notice or demand until paid at an annual interest rate (the "**Default Rate**") equal to the lesser of (a) ten percent (10%) or (b) five percent (5%) in excess of the rate the Federal Reserve Bank of San Francisco charges, as of the Effective Date of the Stadium Lease, on advances to member banks and depository institutions under Sections 13 and 13a of the Federal Reserve Act. However, interest shall not be payable to the extent such payment would violate any applicable usury or similar law. Payment of interest shall not excuse or cure any default by Tenant.

6.7 **Additional Rent.** Except as otherwise provided in the Stadium Lease, all costs, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature relating to the Premises that may arise or become due during or in connection with the Term of the Stadium Lease, whether foreseen or unforeseen, which are payable by Tenant to Landlord pursuant to the Stadium Lease, including without limitation, Tenant's obligation to pay a share of Shared Stadium Expenses, shall be deemed Additional Rent ("**Additional Rent**"). Landlord shall have the same rights, powers and remedies, whether provided by law or in the Stadium Lease, in the case of non-payment of Additional Rent as in the case of non-payment of Facility Rent.

## ARTICLE 7 STADIUM OPERATIONS

### 7.1 **Operation, Maintenance and Repair Obligations.**

#### 7.1.1 **Stadium Authority's Obligations.**

(a) The Stadium Authority shall, during each Stadium Authority Season (as to the entire Premises, excluding Tenant's Exclusive Facilities) and throughout the Lease Term (as to the Stadium Authority's Exclusive Facilities, the South Parking Lot, the South Access Road and the Bridges), at its sole cost and expense (but subject to reimbursement by Tenant if a Shared Stadium Expense pursuant to ARTICLE 8), operate and Maintain the Premises (excluding Tenant's Exclusive Facilities), the South Parking Lot, the South Access Road and the Bridges, or cause the Premises (excluding Tenant's Exclusive Facilities), the South Parking Lot, the South Access Road and the Bridges, to be operated and Maintained, in the condition required by the Stadium Operation and Maintenance Plan (the "**Required Condition**"), which shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease. Notwithstanding the foregoing, Tenant shall pay all costs

and expenses of operating and Maintaining the Premises, the South Parking Lot, the South Access Road and the Bridges to the extent such costs and expenses are directly attributable to Tenant Events, including (a) costs of ticketing, security, traffic control, crowd control and Playing Field preparation, and (b) to the extent not covered by the proceeds of insurance carried by the Parties, costs of repairing damage to the Premises to the extent directly attributable to a Tenant Event ("**Tenant Event Expenses**"). In no event will any Tenant Event Expenses constitute Shared Stadium Expenses.

(b) In addition to the foregoing, except for Capital Repairs required to be made to the Tenant Improvements, if at any time during the Lease Year, including during the Tenant Season, any Capital Repairs are required to be performed in or to the Premises, the South Parking Lot, the South Access Road or the Bridges, then, subject to the Procurement Guidelines, Landlord shall perform (or cause to be performed) such Capital Repairs and, unless such Capital Repairs arise directly from any Stadium Authority Event, the reasonable cost of such Capital Repairs shall be paid from funds available in the Stadium Capital Expenditure Reserve and Operating Expense Reserve. The reasonable cost of such Capital Repairs not paid from the Stadium Capital Expenditure Reserve or Operating Expense Reserve shall be a Shared Stadium Expense as and to the extent provided in ARTICLE 8.

7.1.2 **Tenant's Obligations**. During each Tenant Season (as to the entire Premises, excluding the Stadium Authority's Exclusive Facilities) and throughout the Lease Term (as to Tenant's Exclusive Facilities), Tenant shall, at its sole cost and expense, operate and Maintain the Premises (excluding the Stadium Authority's Exclusive Facilities), or cause the Premises (excluding the Stadium Authority's Exclusive Facilities) to be operated and Maintained, in the Required Condition; provided, however, that, (a) the Stadium Authority shall be responsible for Stadium Authority Event Expenses relating to Stadium Authority Events occurring during the Tenant Season. Tenant's obligations under this Paragraph (collectively, "**Tenant's O&M Obligations**") shall exclude (i) Capital Repairs required to be performed in or to the Premises (which shall be the Stadium Authority's responsibility pursuant to Paragraph 7.1.1) above, except for Capital Repairs required to be made to the Tenant Improvements; (ii) Casualty Repair Work; and (iii) Condemnation Repair Work. Tenant's O&M Obligations shall be subject to the terms and conditions set forth in Paragraph 5.2.3 above (i.e., conditions and limitations applicable following the Tenant Season Expansion Date, if the Stadium Authority Put Right is exercised) and Paragraph 7.4.5 below (i.e., relating to Public Safety Costs).

7.2 **Stadium Management Company**. At all times during the Lease Term, the Stadium Authority and Tenant shall employ 49ers Management Company or another stadium manager that satisfies the Required Management Standards ("**Stadium Manager**") to oversee the day-to-day operations and Maintenance of the Stadium. The Stadium Authority and Tenant will employ the 49ers Management Company as the initial Stadium Manager. Without limiting the foregoing, the Stadium Manager shall be responsible for preparing the Stadium Operation and Maintenance Plan, including the Annual Shared Stadium Expense Budget, Annual Public Safety Budget and the Capital Expenditure Plan, which shall be presented annually to the Stadium Authority and Tenant for their consideration and approval as described below. Tenant and the Stadium Authority shall cooperate in good faith to select any alternative Stadium Manager and work together to solicit and select any alternative Stadium Manager and to



negotiate the Stadium Management Agreement. Further, Landlord and Tenant shall each be entitled to (a) participate in the determination of the criteria for, and selection of, the Stadium Manager and (b) attend, and participate in, all meetings and negotiations with any prospective Stadium Manager. Landlord and Tenant shall each approve the Stadium Manager and the Stadium Management Agreement, which approval shall not be unreasonably withheld.

7.3 **Concessions.**

7.3.1 **Concession Rights.**

(a) Subject to the provisions of this Paragraph 7.3, the Parties shall have the exclusive joint right and responsibility to license all Concession Rights for, and effect the Concession Operations within, the Stadium Complex and, in connection with certain Stadium Events as is more particularly described in the Summary of Parking Rights on City-Owned Parcels attached to the DDA as **Exhibit O** ("**Summary of Parking Rights**"), the Stadium Authority Parking Facilities; provided, however, that, subject to the terms and conditions of the Concession Agreement from time to time, Tenant shall have the right, by Notice to the Stadium Authority, (i) to license separately from the remainder of the Stadium Complex, on an exclusive basis, the Concession Rights for, and effect the Concession Operations within, Tenant's Exclusive Facilities, or portions thereof, including the Owners' Club; or (ii) to license directly, on an exclusive basis, the Concession Rights, and effect the Concession Operations, within certain portions of the Stadium Complex or for certain Tenant Events as Tenant may elect from time to time ("**Tenant's Exclusive Concession Rights**"). In addition to Tenant's Exclusive Concession Rights, the Stadium Authority shall grant to Tenant exclusive licenses with respect to Branding Rights, Pourage Rights, Service Rights, and certain other Exclusivity Rights as shall be more particularly set forth in the Stadium Lease Documents. Neither Landlord nor Tenant shall allow any Person to, nor will Landlord or Tenant, license or sell any Consumable or Non-Consumable Concessions in the Stadium Complex, except as provided in the Stadium Lease or as may be mutually agreed to by the Parties.

(b) Tenant shall have the primary right and responsibility from time to time to (i) solicit and select one or more Concessionaires who shall operate and be responsible for all Concession Operations within the Stadium Complex at all times during the Term of the Stadium Lease; (ii) negotiate agreements with Concessionaires with regard to the Concession Rights (each, a "**Concession Agreement**"), and (iii) subject to the Capital Expenditure Plan and ARTICLE 11 below relating to Alterations, make changes to the location of Concession Facilities within the Stadium Complex from time to time. Following the selection of a Concessionaire as provided herein, and the negotiation of any Concession Agreement, subject to Tenant's Exclusive Concession Rights set forth above, the Stadium Authority and Tenant shall, either directly or through the Stadium Manager, enter into and administer such Concession Agreement. Landlord shall have the right to reasonably approve any Concession Agreement. The initial Concession Agreement(s) for the Stadium shall be attached as an Exhibit to the Stadium Lease.

(c) Without limiting Tenant's rights set forth in Paragraphs 7.3.1(a) and (b) above, (i) Tenant shall meet regularly with the Stadium Authority to provide updates regarding the progress in identifying the Concessionaire(s), and to receive input from the

Stadium Authority regarding the process for selection, the terms and conditions of such Concession Agreements and the location of Concession Facilities; and (ii) the Stadium Authority shall be entitled to (1) participate with Tenant in the determination of the criteria for, and selection of, all Concessionaires which shall be generally consistent with the selection criteria used for approval of previous Concessionaires, and (2) attend, and participate in, all meetings and negotiations with Tenant and any prospective Concessionaire. Except as expressly provided above, the Concessionaires selected by Tenant hereunder shall be used exclusively for the Concession Operations in the Stadium Complex at all Stadium Events. Landlord and Tenant shall comply with all provisions of any Concession Agreement then approved by the Parties, including, but not limited to, any exclusivities or priorities granted to Concessionaire(s).

7.3.2 **Concession Revenue.** All Concession Revenue shall be Tenant Revenue if received from (a) Concession Operations within Tenant's Exclusive Facilities, (b) Concession Operations during the Tenant Season (excluding in connection with Stadium Authority Events during the Tenant Season), or (c) Concession Operations in connection with NFL Events during the Stadium Authority Season; and, as shall be provided in the Concession Agreements, shall be paid to Tenant by the Concessionaires either directly or through the Stadium Manager. All Concession Revenue shall be Stadium Authority Revenue if received from (i) Concession Operations during the Stadium Authority Season (excluding those within Tenant's Exclusive Facilities during Stadium Authority Events and Concession Operations in connection with NFL Events) or (ii) Concession Operations in connection with Stadium Authority Events during the Tenant Season; and, as shall be provided in the Concession Agreements, shall be paid to the Stadium Authority by the Concessionaires either directly or through the Stadium Manager.

7.3.3 **General Requirements.** Landlord and Tenant shall, and shall cause the Concessionaires to, at all times comply with all Applicable Laws, and shall procure any and all permits or licenses required by any Governmental Authority, relating to the Concession Rights and Concession Operations. Each Concession Agreement shall provide that, at all times during the Term of the Stadium Lease, Landlord and Tenant shall cause a representative of the Concessionaire to be made available to the Parties as part of the Concession Operations in order to handle any problems which may arise with regard thereto. The Stadium Authority shall honor all Branding Rights, Pourage Rights, Service Rights and Exclusivity Rights in its operation of the Stadium and Stadium Ancillary Property.

7.4 **Stadium Parking.** Subject to, and in accordance with terms and conditions set forth in this Paragraph 7.4, (a) the Stadium Authority shall be responsible for managing and operating the parking for the Stadium for Stadium Authority Events; and (b) 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 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.

7.4.1 **Stadium Parking Plan.**

(a) **Draft NFL Parking Plan.** Prior to each Lease Year, Tenant shall deliver to the Stadium Authority a Stadium Parking Plan addressing NFL Events for such Lease

Year ("**NFL Parking Plan**") that complies with the requirements of the TMOP and the Mitigation Measures and Conditions of Approval. Tenant shall comply with the requirements of the TMOP and the Mitigation Measures and Conditions of Approval with respect to NFL Events. Parking may be provided through a combination of NFL Game Public Parking Spaces and NFL Game Private Parking Spaces, and shall include accessible parking meeting the requirements, including path of travel requirements, of Title 24 of the California Code of Regulations and the Americans with Disabilities Act (ADA). If the parking to be provided pursuant to the NFL Parking Plan as described above would not comply with all requirements of the TMOP and the Mitigation Measures and Conditions of Approval, the NFL Parking Plan shall include enhancements of the TMOP designed to provide alternative transportation options or enhanced transit services to accommodate the projected attendance at such NFL Games, as more particularly described in the Mitigation Measures and Conditions of Approval. The NFL Parking Plan shall be subject to the approval of the City Director of Planning and Inspection.

(b) **Private Parking – NFL Events.** Tenant shall, for each Lease Year, solicit commitments from private parking lot owners for the use of NFL Game Private Parking Spaces during all or certain NFL Events as may be required under the NFL Parking Plan. NFL Game Private Parking Spaces located on non-City owned properties shall require that the parking lot owner obtain an Off-Site Parking Permit pursuant to Chapter 18.86 of the Santa Clara Municipal Code ("**Off-Site Parking Permit**"), and may provide for the sharing of revenue between Tenant and the parking lot owner. 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 Non-NFL Events, and if reasonable to do so, shall contract for such spaces jointly or through the Stadium Manager.

(c) **Non-NFL Event Parking Plan.** Prior to the Tenant Season Expansion Date, Landlord shall have the sole responsibility to comply with the requirements of the TMOP and the Mitigation Measures and Conditions of Approval with respect to Non-NFL Events. Effective as of the Tenant Season Expansion Date (if the Stadium Authority Put Right is exercised) and continuing through the remainder of the Lease Term, Tenant shall include, with the NFL Parking Plan delivered to the Stadium Authority, a Stadium Parking Plan addressing Non-NFL Events for each Lease Year (which, together with the NFL Parking Plan, shall constitute the "**Stadium Parking Plan**" for the particular Lease Year). The Stadium Parking Plan shall comply with the requirements of the TMOP and the Mitigation Measures and Conditions of Approval.

(d) **NFL Game Public Parking Spaces.** The terms and conditions pursuant to which Tenant shall have the right to use the NFL Game Public Parking Spaces will be subject to a parking agreement to be entered into by the Stadium Authority and Tenant ("**Public Parcel Parking Agreement**"), the material provisions of which are set forth in the Summary of Parking Rights.

7.4.2 **Stadium Parking Operator.** The Stadium Authority shall have the right, from time to time, to employ a third-party operator to manage and operate the Stadium Parking Areas for Stadium Authority Events; and Tenant shall have the right, from time to time, to employ a third-party operator to manage and operate the Stadium Parking Areas for NFL Events. As with Concessions and Stadium Management, the Parties shall negotiate in good faith in

connection with the Stadium Lease whether to provide for a single Stadium Parking Operator to be engaged year-round and, if so, the process for soliciting and selecting the Stadium Parking Operator and negotiating the Stadium Parking Management Agreement.

7.4.3 **Tenant's Parking Spaces.** At all times during the Lease Term, but subject to certain rules and restrictions applicable to the Exclusive Game Day Period as shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease, Tenant shall have the sole and exclusive right to Tenant's Parking Spaces at no cost or charge, for the use of Tenant, any Tenant Transferee, including the Team or any Second Team, any Tenant Affiliate and their respective officers, directors, employees, agents, contractors and invitees.

7.4.4 **Stadium Authority Parking Spaces.** At all times during the Lease Term, the Stadium Authority shall have the sole and exclusive right to the Stadium Authority's Parking Spaces for use by the Stadium Authority, its officers, directors, employees, agents, contractors and invitees.

7.4.5 **Complimentary Parking.** Tenant shall have the right to issue complimentary parking passes, with in and out privileges (the "**Complimentary Parking Passes**"), to any Ticket holder, Suite licensee, employee or other invitee, attendee or guest that it deems appropriate or necessary for any Tenant Event or Tenant Incidental Use, and to Owners' Club Licensees for all Stadium Events, including Non-NFL Events; and the holders of the Complimentary Parking Passes may enter the Stadium Parking Areas at any locations that the general public shall be entitled to enter the Stadium Parking Areas. Subject to the provisions of the Public Parcel Parking Agreement, any vehicles entering the Stadium Parking Areas for such an Event and presenting a Complimentary Parking Pass shall not be subject to a parking charge of any kind.

7.5 **Police, Traffic and Emergency Services.**

7.5.1 **Public Safety Plan.** The Stadium Authority shall be responsible for coordinating with the City the traffic management, security and public safety at all Stadium Authority Events, and Tenant shall be responsible for coordinating with the City the traffic management, security and public safety at all Tenant Events, in all cases subject to, and in accordance with, the Public Safety Plan and the annual Stadium Operation and Maintenance Plan. The initial Public Safety Plan adopted by the City and the Stadium Authority, in consultation with the City's Chief of Police, Tenant and NFL Rules and Regulations, shall be attached as an Exhibit to the Stadium Lease. The Stadium Authority and the City (including, without limitation, its Chief of Police), in consultation with Tenant, shall update the Public Safety Plan as needed from time to time.

7.5.2 **Public Safety Costs.**

(a) As shall be more particularly provided in the Public Safety Plan, for each Lease Year, Tenant shall reimburse the City the amount by which (i) the Public Safety Costs (as defined below) attributable to NFL Games during such Lease Year, including a fair share of Public Safety Capital Expenditures attributable to such Tenant Events, exceeds (ii) the

fees received by the City during such Lease Year from the holders of Off-Site Parking Permits that are attributable to Tenant Events. For purposes hereof, "**Public Safety Costs**" means, for each Lease Year, the actual and reasonable costs of police, traffic control, fire, emergency services and similar services that are incurred by the City in implementing the Public Safety Plan during such Lease Year, including Public Safety Capital Expenditures.

(b) As part of the adoption of the Annual Shared Stadium Expense Budget for each Lease Year the City, the Stadium Authority and Tenant shall, in accordance with public safety allocation guidelines to be described in the Public Safety Plan, attempt to reach agreement on (i) the types and amounts of Public Safety Costs to be reimbursed by Tenant and the Stadium Authority to the City for such Lease Year and (ii) the fair share of Public Safety Capital Expenditures attributable to the Tenant Events to be conducted at the Stadium during such Lease Year. Without limiting the foregoing, such allocation guidelines shall address the types of capital expenditures required for public safety in the operation of the Stadium, whether such capital expenditures shall be included in Public Safety Costs by amortization or deposits to a sinking fund, and the methods and criterion for allocating such capital expenditures among Stadium Events. As provided in Paragraph 7.5.2 above, if the City, the Stadium Authority and Tenant are unable to agree on the foregoing allocation among Stadium Events, such dispute shall be resolved by Expedited ADR. Public Safety Costs attributable to Tenant Events shall be paid by Tenant directly to the City, subject to the provisions of Paragraph 7.5.3 below. In addition, as provided in Paragraph 7.5.2, if, following the adoption of the Annual Shared Stadium Expense Budget for any Lease Year, there occurs an Emergency or other circumstances not reasonably foreseeable at the time the Stadium Operation and Maintenance Plan for such Lease Year was adopted, and, as a result, the Stadium Authority provides an Increased Expense Proposal to Tenant with modifications to the allocation of Public Safety Costs among the Stadium Events to be conducted at the Stadium during such Lease Year, then the City, the Stadium Authority and Tenant shall attempt to reach agreement on the foregoing allocation among Stadium Events. If the City, the Stadium Authority and Tenant are unable to agree on the foregoing allocation among Stadium Events, such dispute shall be resolved by Expedited ADR.

### 7.5.3 Public Safety Costs Threshold.

(a) If the amount of Public Safety Costs, including Public Safety Capital Expenditures (whether funded from the Stadium Capital Expenditure Reserve or otherwise), attributable to NFL Games for any Lease Year (which shall, in the case of Public Safety Capital Expenditures, include only the amortization thereof applicable to such Lease Year) exceed the Public Safety Costs Threshold applicable to such Lease Year, then, subject to the provisions of Paragraph 7.5.5 below, the amount by which such Public Safety Costs exceed the Public Safety Costs Threshold shall (i) constitute Credited Public Safety Costs and shall be included among the Performance-Based Rent Credits for purposes of determining the amount of Performance-Based Rent payable by the Stadium Authority for such Lease Year pursuant to the Ground Lease (and, following the Tenant Season Expansion Date if the Stadium Authority Put Right is exercised, the Performance-Based Rent payable by Tenant for such Lease Year in accordance with Paragraph 6.4 above); and (ii) the Rent payable by Tenant for such Lease Year pursuant to the Stadium Lease shall be reduced by the lesser of the following (the "**Public Safety Costs Threshold Credit**"): (1) the amount of Credited Public Safety Costs for such Lease Year plus any Credited Public Safety Costs included among the Permitted Credits Carry-forward for

the particular Lease Year or (2) fifty percent (50%) of the Net Income from Non-NFL Events for such Lease Year. If, for any reason, such a reduction in the Rent payable by Tenant is not permitted by any Permitted Landlord Financing or otherwise, the Stadium Authority shall pay to Tenant the Public Safety Costs Threshold Credit in accordance with terms and conditions to be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

(b) For the first Lease Year, the "**Public Safety Costs Threshold**" shall equal the product of (i) One Hundred Seventy Thousand Dollars (\$170,000.00) (the "**Per Game Factor**") multiplied by (ii) the total number of pre-season, regular season and post-season NFL Games played at the Stadium during that Lease Year. For example, if there were ten (10) NFL Home Games during the first Lease Year, the Public Safety Costs Threshold for that Lease Year shall equal One Million Seven Hundred Thousand Dollars (\$1,700,000.00). For each Lease Year thereafter, the Per Game Factor referenced above shall be increased by four percent (4%) per Lease Year, subject to adjustment as provided in Paragraph 7.5.6(b) below.

#### 7.5.4 **Possible Adjustment of Public Safety Costs Threshold.**

(a) If the NFL mandates specific new or expanded security measures that substantially increase Public Safety Costs in connection with NFL Games, and the reasonable cost of such new or expanded measures will cause the Public Safety Costs Threshold to be exceeded, then, at the request of the City, the Public Safety Costs Threshold shall be increased so that such new or expanded measures will not cause the Public Safety Costs Threshold to be exceeded. If the Stadium Authority, Tenant and the City are unable to agree on the amount of such increase, such dispute shall be resolved by Expedited ADR.

(b) If due to unanticipated circumstances other than new or expanded security measures mandated by the NFL, Public Safety Costs for NFL Games exceed the Public Safety Costs Threshold over any three (3) consecutive Lease Years, then, at the request of the City in accordance with the Public Safety Plan, the Stadium Authority, Tenant and the City will engage in good faith negotiations with respect to possible increase in the Public Safety Costs Threshold; provided, however, that Tenant will not be obligated to agree to any increase in the Public Safety Costs Threshold pursuant to this Paragraph 7.5.4(b), and the issue shall not be subject to Expedited ADR. Any such increase in the Public Safety Costs Threshold shall be subject to Tenant's approval, which may be granted or withheld in Tenant's sole discretion.

#### 7.5.5 **Public Safety Costs Outside Threshold.**

(a) **Special Events Unit.** In the year prior to the Commencement Date and during the first Lease Year, Tenant shall reimburse the City for the actual total compensation of a police lieutenant and sergeant to establish a special events unit and to develop procedures and protocols for the implementation of the Public Safety Plan, as well as agreements with surrounding jurisdictions (the "**Special Events Unit**"), up to a maximum of Five Hundred Thousand Dollars (\$500,000.00) per Lease Year.

(b) **Barricades and Radios.** Tenant shall be responsible, at no cost to the Stadium Authority, for the rental cost from third parties of barricades and radios used for

public safety purposes in connection with NFL Events (and, following the Tenant Season Expansion Date if the Stadium Authority Put Right is exercised, Non-NFL Events) and the cost of such rental shall not be subject to the Public Safety Costs Threshold.

(c) **Police Escorts or Additional Security.** Any police escorts or additional security requested for the Team or visiting team players shall be the responsibility of Tenant and, to the extent provided by the City, Tenant shall reimburse (or cause to be reimbursed) the costs of same directly to the City. Such costs shall not be subject to the Public Safety Costs Threshold.

7.5.6 **Second Team.** If a Second Team plays and hosts NFL Home Games in the Stadium (other than during a Temporary Second Team Occupancy), then the following provisions shall apply:

(a) During each of the first two (2) Lease Years that the Second Team plays and hosts NFL Home Games in the Stadium, Tenant shall reimburse the City for the actual total compensation of a police lieutenant and sergeant to update procedures and protocols in the Public Safety Plan, as well as agreements with surrounding jurisdictions, up to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000.00) per Lease Year. The amount of such reimbursement shall not be included in Public Safety Costs nor be subject to the Public Safety Costs Threshold. Whether and to what extent Tenant shall reimburse the City for such amounts if the Second Team begins to play and host NFL Home Games in the Stadium prior to the commencement of the third (3rd) Lease Year shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

(b) Commencing in the Lease Year immediately following the Lease Year that the Second Team begins playing its NFL Home Games in the Stadium, the Per Game Factor above shall be increased by six percent (6%) per year, rather than four (4%) per year.

7.6 **Complimentary Admissions.** Tenant and the Team or Second Team, as the case may be, shall have the right to provide complimentary Tickets (whether for Premium Seating or seating elsewhere in the Stadium) for any NFL Game in the Stadium, and such complimentary Tickets shall not be subject to the NFL Ticket Surcharge or City of Santa Clara Senior and Youth Program Fee. All such complimentary Tickets to NFL Games may include Complimentary Parking Passes.

7.7 **Utilities.**

7.7.1 **Required Utilities.** Subject to Tenant's obligation to reimburse Landlord for Tenant Event Expenses as provided in Paragraph 7.1.1(a)7.1.1(a) above and the provisions of Paragraph 7.7.2 below, during the Lease Term, the Stadium Authority shall furnish, at its expense, all Utilities necessary for the operation of the Stadium and Stadium Authority Parking Facilities for the conduct of Stadium Events ("**Required Utilities**"). Tenant shall have the right to modify the Required Utilities from time to time during the Lease Term, in which event any changes or alterations required to be made to the Stadium or Stadium Parking Areas to facilitate such Required Utilities shall be performed in accordance with the Alterations provisions of the Stadium Lease to be negotiated in good faith by the Stadium Authority and Tenant. Landlord

shall pay the cost of any tap fees, special equipment, line extension, or other hookup charges of any kind relating to any of the Utilities, and such fees and charges shall constitute Shared Stadium Expenses under the Stadium Lease. Landlord agrees that the rates and other terms for the Utilities shall not be in excess of the actual cost of the Utilities to Landlord. Notwithstanding the foregoing in this Paragraph to the contrary, Tenant shall be solely responsible for obtaining service at the point of consumption of, and for the payment of all charges (including deposits), programming fees and service charges, for Tenant's use of telephone service and cable television service at the Premises, provided that no hookup charges shall be imposed by the Stadium Authority for this purpose.

7.7.2 **Utilities Costs.** During the Tenant Season, Tenant shall, at its sole cost and expense, pay all charges for Utilities used or consumed in or on the Premises (exclusive of any Utilities used or consumed in the Stadium Authority's Exclusive Facilities and exclusive of any Utilities relating to Stadium Authority Events occurring during the Tenant Season). During the Stadium Authority Season, the Stadium Authority shall, at its sole cost and expense, pay all charges for Utilities used or consumed in or on the Premises (exclusive of any Utilities used or consumed in Tenant's Exclusive Facilities and exclusive of any Utilities relating to Tenant Events occurring during the Stadium Authority Season). If any Utilities are not separately metered to the Parties' Exclusive Facilities or as may be necessary to determine the amount of Utilities used or consumed during particular Stadium Events, then the Stadium Authority shall, based on guidelines to be agreed upon by the Stadium Authority and Tenant in the Stadium Operation and Maintenance Plan, reasonably allocate the cost of such Utilities to the Parties' Exclusive Facilities or to such Stadium Events, as applicable.

7.7.3 **Landlord's Covenants Regarding Utilities.** Landlord covenants and agrees as follows regarding Utilities at the Premises:

(a) Tenant shall have the right to review and approve the Utility service metering plans for the Premises (including maintenance, calibration, auditing and calculating corrections), and Tenant shall have the right to participate in negotiation of key Utility service provider agreements;

(b) Landlord shall use reasonable efforts to insure that the provider of the Utility service in question shall have adequate capacity to provide the necessary Utilities to the Premises for the term of such agreement, unless the provider of such Utilities is selected by Tenant and such provider refuses to contract to provide such Utilities on a firm and uninterruptable basis; and

(c) The agreement to provide the Utility service in question shall provide that such Utility service be provided on a firm and uninterruptable basis, unless the provider of such Utilities is selected by Tenant and such provider refuses to contract to provide such Utilities on a firm and uninterruptable basis.

7.7.4 **Utilities Interruption.** Except for Tenant's right of abatement and termination as shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease and except as provided elsewhere in this Paragraph 7.7, Landlord shall incur no liability to Tenant on account of any interruption or stoppage of any



Utilities to the Premises if such interruption or stoppage is beyond the reasonable control of Landlord, provided Landlord immediately commences reasonable efforts, in good faith to (a) mitigate the effects of such interruption or stoppage and (b) restore full service of any of such Utilities. For purposes of the preceding sentence (without limiting the meaning of the phrase "beyond the reasonable control of Landlord"), it shall not be deemed that any such interruption or stoppage was beyond the "reasonable control of Landlord" if (i) the principal reason for such interruption or stoppage was the failure or refusal of Landlord to pay a monetary sum (unless the Stadium Lease requires Tenant to pay such sum and Tenant has failed to pay such sum) or (ii) such interruption of or stoppage was caused by (1) the negligent or willful act or omission of Landlord, or its contractors, subcontractors, laborers or materialmen or (2) the failure of Landlord to enter into a contract or agreement for providing such Utility with (A) a provider with adequate capacity to provide any of such Utilities, unless the provider of such Utilities is selected by Tenant and (B) a requirement in such contract or agreement that such Utilities be provided on a firm and uninterruptable basis, unless the provider of such Utilities is selected by Tenant and such provider refuses to agree to provide such Utilities on a firm and uninterruptable basis.

7.7.5 **Approval of Utility Providers.** Tenant shall have the right to approve, from time to time, the providers of utility services servicing Tenant's Exclusive Facilities provided, however, that Silicon Valley Power ("SVP") shall be the exclusive provider of electrical service to the Stadium, so long as SVP is a Landlord Affiliate. Should SVP at any time not be the exclusive power provider for the citizens and businesses in the City of Santa Clara, Landlord and Tenant will negotiate in good faith an agreement with SVP or an alternative provider, subject to terms and conditions to be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

## 7.8 **Stadium Contracts.**

7.8.1 **Enforcement of Contracts.** Landlord agrees that Tenant is (and will cause Tenant to be named) a third-party beneficiary of all Stadium Contracts and any other agreements (not otherwise constituting a Stadium Contract) with third parties for the design, construction, supply, alteration, improvement, Maintenance or renewal of any portion of the Stadium Site for which the costs incurred by the Stadium Authority shall be Shared Stadium Expenses or funded by the Stadium Capital Expenditure Reserve (such agreements and the being referred to herein, collectively, as the "**Enforceable Contracts**"), and Landlord shall convey, transfer and assign to Tenant as of the Commencement Date, the non-exclusive right to enforce, jointly or severally, any and all of the respective obligations of any Person under any such Enforceable Contracts during the Lease Term, including, but not limited to, any and all representations, covenants and warranties thereunder, provided, that Tenant's right to enforce any of the Enforceable Contracts during the Lease Term shall be limited to claims arising thereunder after the Commencement Date for which Tenant has liability under the Stadium Lease, unless an uncured Landlord Default shall exist, in which event such Tenant's rights shall not be so limited. However, Tenant shall have no obligation whatsoever to enforce any of the Enforceable Contracts. Tenant's right to enforce the respective obligations of any Person under any Enforceable Contract is independent of and separate from the rights of Landlord to enforce the same and shall in no manner limit or reduce the rights of Landlord to enforce the same. The Parties covenant and agree that each will cooperate with the other in enforcing any of the terms of such Enforceable Contracts, and to promptly notify the other in writing of any default by any

Person under any Enforceable Contract and of the remedy or course of action sought by it or to be taken by it in response to such default.

7.8.2 **Warranty Prosecution**. Additionally, the Parties agree to cooperate with each other in prosecuting any and all claims under any and all of the Enforceable Contracts (each "**Warranty/Other Claim**"). All recoveries from any such Warranty/Other Claims shall be applied, first, to the costs of collection, second, on a proportional basis to Landlord and Tenant to reimburse Landlord or Tenant, as the case may be, for the cost and expenses incurred by such Party in order to (a) replace or supplement any of the goods, equipment or services to be provided under the Enforceable Contract or (b) repair, restore, renew or replace any part of the Stadium Site (including the Premises) as to which such Warranty/Other Claim relates; and third, any remaining amounts shall be deposited into the Stadium Capital Expenditure Reserve. Any such deposits into the Stadium Capital Expenditure Reserve shall not reduce nor offset the Landlord's obligation to make or cause to be made deposits into the Stadium Capital Expenditure Reserve as otherwise required pursuant to the terms of the Stadium Lease.

## ARTICLE 8 SHARED STADIUM EXPENSES

8.1 **Definition of Shared Stadium Expenses**. As used in the Stadium Lease, "**Shared Stadium Expenses**" shall mean only the following costs paid by the Stadium Authority in operating, managing and Maintaining the Premises, the South Parking Lot, the South Access Road and the Bridges. Shared Stadium Expenses shall not include Tenant Event Expenses, Stadium Authority Event Expenses, Stadium Authority Discretionary Expenses or the expenses enumerated in Paragraph 8.2 below. Shared Stadium Expenses shall be more particularly described in the Stadium Operation and Maintenance Plan, Annual Shared Stadium Expense Budget, and Public Safety Plan, and shall include the following:

8.1.1 **Insurance Expenses**. Expenses for liability, casualty, property and other insurance coverages carried by the Stadium Authority relating to the Premises, the South Parking Lot, the South Access Road and the Bridges; provided, however, that any extraordinary insurance expenses relating directly to a Tenant Event shall constitute Tenant Event Expenses, and any such insurance expenses relating directly to a Stadium Authority Event shall constitute Stadium Authority Event Expenses.

8.1.2 **Capital Repairs and Capital Expenditures**. The costs and expenses of any Capital Repairs or other Capital Expenditures, including any depreciation or amortization thereof, as and to the extent not funded by the Stadium Capital Expenditure Reserve or Operating Expense Reserve; provided, however, that whether, and to what extent, any Capital Repairs or other Capital Expenditures that have a useful life that extends beyond the Lease Expiration Date shall be included in Shared Stadium Expenses shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

8.1.3 **Stadium Management Fees**. Management fees paid to the Stadium Manager pursuant to the Stadium Management Agreement, excluding (a) incentive fees of any kind paid by the Stadium Authority or Tenant in connection with Stadium Events and (b) administrative and marketing expenses related to obtaining Stadium Authority Events.

8.1.4 **Other Specified Shared Expenses.** Any other costs or expenses that are specifically described in this Lease Summary as constituting Shared Stadium Expenses.

8.2 **Other Excluded Expenses.** Without in any way limiting Tenant's rights set forth in Paragraph 8.5.1 above, Shared Stadium Expenses shall exclude the following:

8.2.1 **Utilities Expenses.** Charges for Utilities used or consumed in or on the Premises, which shall be payable by Tenant and the Stadium Authority pursuant to Paragraph 7.7 above.

8.2.2 **Debt Service.** Debt service paid by the Stadium Authority of any kind, including debt service on, and any other repayments of, the Management Company Revolving Loan or the Subordinated Loan.

8.2.3 **Other Excluded Expenses.** Any other costs or expenses specifically excluded from Shared Stadium Expenses in the Stadium Lease, including Tenant Event Expenses, Stadium Authority Event Expenses and Stadium Authority Discretionary Expenses.

8.3 **Payment of Shared Stadium Expenses.**

8.3.1 **Proportionate Share.** The Stadium Authority and the Tenant shall negotiate in good faith a mechanism for allocating each Party's proportionate share of Shared Stadium Expenses for inclusion in the Stadium Lease.

8.3.2 **Tenant's Estimated Payments.** As more particularly described in Paragraph 8.5.1 below, the Annual Stadium Authority Budget for each Lease Year shall specify the estimated Tenant's proportionate share ("**Tenant's Estimated Share**") of the estimated amount of Shared Stadium Expenses ("**Estimated Shared Stadium Expenses**") for such Lease Year. Tenant shall pay Tenant's Estimated Share of Estimated Shared Stadium Expenses for each Lease Year periodically based on the monthly revenue requirements for the operation of the Stadium as set forth in the Annual Stadium Authority Budget, as the Annual Stadium Authority Budget may be modified from time to time pursuant to Paragraph 8.5.2 below.

8.3.3 **Annual Statement of Stadium Operations.** Within ninety (90) days following each Lease Year, Landlord shall furnish (or cause the Stadium Manager to furnish) to Tenant a statement for such Lease Year ("**Annual Statement of Stadium Operations**"), prepared by a qualified, third-party independent certified public accountant selected by Landlord and approved by Tenant, of the following: Stadium Authority Revenue, Tenant's proportionate share, Shared Stadium Expenses, the amount of Tenant's payments for Estimated Shared Stadium Expenses, Stadium Authority Expenses, the cost of Capital Repairs, Net Income from Non-NFL Events, and distributions to and from the Operating Expense Reserve and Stadium Capital Expenditure Reserve. If the Annual Statement of Stadium Operations indicates that Tenant's proportionate share of Shared Stadium Expenses for the preceding Lease Year exceeds Tenant's payments for Estimated Shared Stadium Expenses for such Lease Year, then Tenant shall pay Landlord the deficiency within thirty (30) days after Tenant's receipt of the Annual Statement of Stadium Operations. If the Annual Statement of Stadium Operations indicates that Tenant's payments for Estimated Shared Stadium Expenses for the preceding Lease Year exceeds Tenant's proportionate share of Shared Stadium Expenses for such Lease Year, then the amount

of such excess shall be credited against Tenant's proportionate share of Shared Stadium Expenses for the next succeeding Lease Year (or, following the Expiration Date or any earlier termination of the Stadium Lease) shall be refunded to Tenant by the Stadium Authority within thirty (30) days of delivery of the Annual Statement of Stadium Operations.

8.3.4 **Taxes Having Disproportionate Impact.** If, at any time following the Effective Date, any new or amended local Tax or other Imposition are imposed by the City, the Landlord or any Landlord Affiliate and paid or collected by the Stadium Authority, Tenant, the Team or a Second Team which disproportionately impact the Stadium Authority, the Team, any Second Team or NFL Events ("**Disproportionate Taxes**"), Tenant will be entitled to a credit against its obligation to pay Shared Stadium Expenses under the Stadium Lease equal to the amount of any such Disproportionate Taxes. *[Note: This credit will need to flow to Line of Credit Agreement so that Stadium Authority receives a credit against rent in Master Lease.]* Disproportionate Taxes shall include any Stadium Admissions Tax, Impositions levied on any motor vehicles parking for Stadium Events and any new or amended local Tax that derive more than a certain percentage of its revenue from the Stadium Authority, Tenant, the Team or any Second Team; provided, however, that Disproportionate Taxes shall exclude the fees received by the City each Lease Year from the holders of Off-Site Parking Permits for Stadium Events. The percentage of revenue described above and a more specific definition of Disproportionate Taxes shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

#### 8.4 **Accounting Matters.**

8.4.1 **Records.** Landlord shall maintain (or cause the Stadium Manager to maintain) complete and accurate books and records relating to the operations of the Stadium, including all Stadium Authority Revenue, the number of Stadium Attendees for Stadium Events, Shared Stadium Expenses, Stadium Authority Expenses, Net Income from Non-NFL Events, the cost of Capital Repairs and distributions to and from the Operating Expense Reserve and Stadium Capital Expenditure Reserve (collectively, "**Stadium Records**"), in accordance with generally accepted accounting and management practices, consistently applied.

8.4.2 **Inspection and Audit.** Within one hundred eighty (180) days following Tenant's receipt of any Annual Statement of Stadium Operations, Tenant or its representative, which representative must be a qualified, third-party independent certified public accountant, shall have the right to examine the Stadium Records ("**Audit**") at any time during normal Business Hours, upon written notice to Landlord, delivered at least ten (10) Business Days in advance. If it is determined as the result of Tenant's Audit that Tenant's proportionate share of Shared Stadium Expenses for any Lease Year were overstated, and Landlord does not disagree with such determination, then Landlord shall reimburse Tenant for the amount of such overstatement. If, however, Landlord disagrees with such determination, then Landlord shall be entitled to arrange for a second audit ("**Second Audit**") by a qualified, independent third-party certified public accountant reasonably acceptable to Tenant. If it is determined as the result of any such Second Audit that Tenant's proportionate share of Shared Stadium Expenses for any Lease Year were overstated, then Landlord shall reimburse Tenant for the amount of such overstatement.

## 8.5 Annual Shared Stadium Expense Budget.

8.5.1 Adoption of the Annual Shared Stadium Expense Budget. As part of the Annual Stadium Authority Budget, an annual budget for Shared Stadium Expenses (the "**Annual Shared Stadium Expense Budget**") shall be adopted annually by the Stadium Authority and Tenant in accordance with the provisions of this Paragraph 8.5.1. Prior to each Lease Year, the Stadium Authority shall cause the Stadium Manager to deliver to the Stadium Authority and Tenant, for review and comment, a detailed draft budget of Shared Stadium Expenses for such Lease Year ("**Draft Budget**"), together with a good faith and reasonable projection of Shared Stadium Expenses over the succeeding five (5) year period. Within forty-five (45) days following the Parties' receipt of the Draft Budget ("**Budget Comment Period**"), each Party shall provide comments to the Draft Budget and, specifically, Tenant shall specify whether any of the line items included in the Draft Budget should be excluded from Shared Stadium Expenses and whether, and to the extent, the amount of any agreed-upon line items should be reduced, all of the foregoing to be based on Tenant's reasonable business judgment consistent with the requirement that the Premises, the South Parking Lot, the South Access Road and the Bridges be Maintained in the Required Condition and, as to Public Safety Costs, consistent with the requirements of the Public Safety Plan. If the Stadium Authority or Tenant disapprove all or any portion of the Draft Budget, their comments shall describe with reasonable specificity the basis for such disapproval and, if applicable, the changes that would be necessary to resolve their objections. If the Stadium Authority and Tenant cannot agree on the Draft Budget, then the Parties will meet and confer in a good faith effort to resolve such disagreement in accordance with dispute resolution procedures to be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease (the "**Dispute Resolution Procedures**"). If, for any reason, such disagreement is not resolved within thirty (30) days following the Budget Comment Period, then either Party may submit the dispute to non-binding mediation in accordance with the Dispute Resolution Procedures. If, following any such non-binding mediation, the Parties cannot agree on the amount for a specific line item or whether one or more line items should be included in the Annual Shared Stadium Expense Budget, then, if and to the extent the disagreement involves Public Safety Costs, either Party may submit the dispute to an expedited alternative dispute resolution process to be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease ("**Expedited ADR**"). The process for resolving such a disagreement in all other circumstances shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease. If, following the resolution of any such disagreement between the Stadium Authority and Tenant with respect to Shared Stadium Expenses, any of the line items included in the Draft Budget are excluded from Shared Stadium Expenses or any of the agreed-upon line items are reduced, then the Stadium Authority and Tenant agree that, as so adjusted, the Annual Shared Stadium Expense Budget shall be deemed to be consistent with the requirement that the Premises, the South Parking Lot, the South Access Road and the Bridges be Maintained in the Required Condition and, as to Public Safety Costs, consistent with the requirements of the Public Safety Plan.

8.5.2 Amendments to Stadium Operation and Maintenance Plan. From time to time during each Lease Year in connection with an Emergency or other circumstances not reasonably foreseeable at the time the Stadium Operation and Maintenance Plan for such Lease Year was adopted, the Stadium Authority shall have the right to propose additional Shared

Stadium Expenses by delivering to Tenant, for Tenant's review and comment, a detailed description thereof ("**Increased Expense Proposal**") in accordance with the following:

(a) If the additional Shared Stadium Expenses are necessitated by circumstances not reasonably foreseeable at the time the Stadium Operation and Maintenance Plan was adopted (but not an Emergency), then the Stadium Authority shall deliver the Increased Expense Proposal to Tenant at least thirty (30) days before incurring any costs or expenses that the Stadium Authority desires to constitute Shared Stadium Expenses. Within twenty (20) days following Tenant's receipt of the Increased Expense Proposal, Tenant shall provide comments thereto, in which event the process for Tenant's approval of the Increased Expense Proposal, and whether any of the costs or expenses included therein shall constitute Shared Stadium Expenses, shall be the same as is set forth in Paragraph 8.5.1 above with respect to the adoption of the Annual Shared Stadium Expense Budget.

(b) If the Increased Expense Proposal is necessitated by an Emergency (as determined in good faith by the Stadium Authority), then (i) the Stadium Authority shall deliver the Increased Expense Proposal to Tenant as soon as reasonably practicable, but not necessarily before incurring costs or expenses that the Stadium Authority desires to constitute Shared Stadium Expenses; and (ii) Tenant agrees that any such costs or expenses that are necessitated by an Emergency shall constitute Shared Stadium Expenses.

## ARTICLE 9 TAXES AND OTHER IMPOSITIONS

### 9.1 Payment of Possessory Interest Taxes and Other Impositions.

9.1.1 Payment of Possessory Interest Taxes. Tenant shall pay or cause to be paid, prior to delinquency, all Taxes assessed on account of the possessory interest held by Tenant, the Team, any Second Team or any Third-Party Tenant. If Applicable Laws permit such Taxes to be paid in installments, Tenant shall have the right to do so.

9.1.2 Tenant's Right to Contest Impositions and Liens. Tenant shall have the right, at its sole cost and expense, to contest the amount, validity or applicability, in whole or in part, of any Imposition or other Lien, charge or encumbrance against or attaching to the Premises or any portion of, or interest in, the Premises, including any Lien, charge or encumbrance arising from work performed or materials provided to Tenant, or any Tenant Transferee or other Person to improve the Premises or any portion of the Premises, by appropriate proceedings conducted in good faith and with due diligence.

9.2 Impositions on Tenant's Personal Property. Throughout the Lease Term, Tenant shall pay, or cause to be paid, all Taxes and other Impositions levied on, or payable with respect to, Tenant's Personal Property that is owned by Tenant or that is used by Tenant and is not part of the Premises. Tenant shall pay all such Taxes and other Impositions directly to the taxing authority or other payee thereof.

**ARTICLE 10**  
**CAPITAL REPAIRS AND REPLACEMENTS**

10.1 **Stadium Capital Expenditure Reserve.** Landlord shall (a) establish and maintain the Stadium Capital Expenditure Reserve Account for the purpose of holding, applying, investing and transferring the Stadium Capital Expenditure Reserve, and (b) hold and disburse the funds required to be deposited in the Stadium Capital Expenditure Reserve, all in accordance with the Capital Expenditure Plan to be adopted annually by the Stadium Authority and Tenant. The Parties acknowledge that a security interest in the Stadium Capital Expenditure Reserve Account and the Stadium Capital Expenditure Reserve may be granted by the Stadium Authority in connection with the Financing Plan.

10.2 **Capital Expenditure Reserve Deposits.** The Stadium Authority will deposit, or cause to be deposited, amounts into the Stadium Capital Expenditure Reserve to be negotiated in good faith by the Stadium Authority and the Tenant in connection with the Stadium Lease. The Capital Expenditure Reserve shall be maintained in a separate account and not co-mingled with any other Stadium Authority funds.

10.3 **Use of Stadium Capital Expenditure Reserve.** In addition to the other uses permitted hereunder, the Stadium Capital Expenditure Reserve shall be used by the Stadium Authority for Capital Repairs and other Capital Expenditures (including periodic updating of the Stadium) in accordance with an approved Capital Expenditure Plan and the provisions of this ARTICLE 10, and, except as shall be provided in the Final Financing Plan (as defined in the DDA), may not be pledged, mortgaged, encumbered or otherwise used as security for any debt without Tenant's prior consent. The Stadium Authority shall reimburse to the Stadium Capital Expenditure Reserve any amounts used therefrom for any Capital Repairs or other Capital Expenditures to the extent that the Stadium Authority receives funds from any source (including, but not limited to, Insurance Proceeds and recovery from third parties) to reimburse it for costs and expenses incurred in the performance of such Capital Repairs or other Capital Expenditures.

10.4 **Plan Preparation and Approval.**

10.4.1 **Draft Capital Expenditure Plan.** 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. Prior to each Lease Year, the Stadium Manager shall deliver to the Stadium Authority and Tenant, for review and comment, a detailed draft projection of Capital Expenditures for such Lease Year, as well as a five (5) year projection of anticipated Capital Expenditures ("**Draft Capital Expenditure Plan**"). The Draft Capital Expenditure Plan (a) shall contain the Stadium Manager's proposed Capital Repairs to be made to the Premises during the upcoming Lease Year, (b) shall describe in reasonable detail any material discrepancies between the Stadium Manager's proposed Capital Expenditures for such Lease Year and the five (5) year projection of anticipated Capital Expenditures included in the previous year's Capital Expenditure Plan, and (c) shall include any Capital Expenditures for public safety that the Stadium Manager proposes be made consistent with the then approved Public Safety Plan. Within forty-five (45) days following the Parties' receipt of the Draft Capital Expenditure Plan ("**Capital Plan Comment Period**"), each Party shall provide comments to the Draft Capital Expenditure Plan based on their respective

reasonable business judgment consistent with the requirement that the Premises be Maintained in the Required Condition and, as to Public Safety Costs, consistent with the requirements of the Public Safety Plan. If either Party disapproves all or any portion of the Draft Capital Expenditure Plan, their comments shall describe with reasonable specificity the basis for such disapproval and the changes that would be necessary to resolve their objections. If the Stadium Authority and Tenant cannot agree on the Draft Capital Expenditure Plan for the applicable Lease Year, then the Parties will meet and confer in a good faith effort to resolve such disagreement in accordance with the Dispute Resolution Procedures. If, for any reason, such disagreement is not resolved within thirty (30) days following the Capital Plan Comment Period, then either Party may submit the dispute to non-binding mediation in accordance with the Dispute Resolution Procedures and, in the case of any disagreement over Public Safety Costs, to Expedited ADR. In the event that, following any such non-binding mediation or otherwise, the Parties cannot agree on the Draft Capital Expenditure Plan, then, except for Public Safety Costs (which shall be governed by the Expedited ADR resolution), the five (5) year projection of anticipated Capital Expenditures included in the previous year's Capital Expenditure Plan shall govern; provided, however, that if Tenant requires that any Capital Repairs or other Capital Expenditures be performed or otherwise incurred as a result of NFL Rules and Regulations or any other NFL requirement, such Capital Repairs or other Capital Expenditures shall be included in the Capital Expenditure Plan.

10.4.2 **Draft Cap Ex Plan Addendum.** From time to time during each Lease Year in connection with an Emergency or other circumstances not reasonably foreseeable at the time the Capital Expenditure Plan for such Lease Year was adopted, Tenant (in the case of Tenant Alterations) and the Stadium Authority (in all other cases) shall have the right to propose modifications to the Capital Expenditure Plan by delivering to the other Party for review and comment a detailed Draft Cap Ex Plan Addendum ("**Draft Cap Ex Plan Addendum**") in accordance with the following:

(a) If the Draft Cap Ex Plan Addendum is necessitated by circumstances not reasonably foreseeable at the time the Capital Expenditure Plan was adopted (but not an Emergency), then the Stadium Authority shall deliver the Draft Cap Ex Plan Addendum to Tenant at least thirty (30) days before incurring any Capital Expenditures. Within twenty (20) days following Tenant's receipt of the Draft Cap Ex Plan Addendum, Tenant shall provide comments thereto, in which event the process for Tenant's approval of the Draft Cap Ex Plan Addendum shall be the same as is set forth in Paragraph 10.4.1 above with respect to the adoption of the Capital Expenditure Plan.

(b) If the Draft Cap Ex Plan Addendum is necessitated by an Emergency (as determined in good faith by the Stadium Authority), then (i) the Stadium Authority shall deliver the Draft Cap Ex Plan Addendum to Tenant as soon as reasonably practicable, but not necessarily before incurring the required Capital Expenditures; and (ii) Tenant agrees that any such Capital Expenditures that are necessitated by an Emergency shall be approved by Tenant.

10.5 **Stadium Authority Discretionary Expenses.** Any Capital Expenditures included by the Stadium Authority in any Capital Expenditure Plan that are not approved by Tenant (or resolved by Expedited ADR) pursuant to the provisions of Paragraph 10.4.1 or



Paragraph 10.4.2 above, shall constitute Stadium Authority Discretionary Expenses, which the Stadium Authority agrees must be paid for by the Stadium Authority Discretionary Fund or another funding source reasonably approved by Tenant, or must not be incurred.

10.6 **Emergency Repairs.** In the event that, at any time, the Stadium Authority reasonably determines that a Capital Repair is necessary to eliminate or ameliorate an Emergency, the Stadium Authority may commence such Capital Repair without the prior written approval of Tenant, provided that the Stadium Authority shall provide Tenant with notice prior to the commencement of such Capital Repairs (or, if prior notice is not practicable, then notice as soon as is reasonably practicable).

10.7 **End of Term.** Upon the Lease Expiration Date or any earlier termination of the Stadium 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 Tenant demolish the Stadium as provided in Paragraph 20.2.2 below, then the Stadium Authority shall disburse such End of Term Reserves to Tenant to fund the Demolition Work on a customary "progress payment" basis as the Demolition Work progresses. [*Note: The Stadium Authority's obligations to pay the outstanding balance of the Management Company Revolving Loan at the end of the Term shall be addressed in the Line of Credit Agreement.*]

10.8 **Stadium Authority Put Right; Demolition Reserve.** If the Stadium Authority exercises the Stadium Authority Put Right as provided in ARTICLE 5, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, neither Tenant nor the Stadium Authority shall have any obligation to fund the Stadium Capital Expenditure Reserve; provided, however, that Tenant shall have the obligation to fund a reserve for Demolition Work in the final years of the Lease Term upon such terms and conditions as shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

## ARTICLE 11 ALTERATIONS

The Parties' rights and obligations as they relate to changes or alterations to the Premises during the Lease Term ("**Alterations**") shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

## ARTICLE 12 STADIUM AUTHORITY REVENUE

During the Lease Term, the Stadium Authority will be entitled to and will receive all "**Stadium Authority Revenue**", which means, for each Lease Year, (a) all revenue from operation of the Stadium during the Stadium Authority Season, excluding Tenant Revenue, (b) the Facility Rent paid by Tenant for such Lease Year and (c) such additional types of revenue as are set forth in this ARTICLE 12 below.

12.1 **Ticket Surcharges.**

12.1.1 **NFL Ticket Surcharge.** Tenant shall collect, on the Stadium Authority's behalf, a surcharge on the price of admission to all NFL Games occurring at the Stadium (the "**NFL Ticket Surcharge**"), and the Net NFL Ticket Surcharge Proceeds shall constitute Stadium Authority Revenue in the Lease Year received by the Stadium Authority. The NFL Ticket Surcharge shall, as more particularly described in the Final Financing Plan, equal a percentage of the price of all Tickets sold for NFL Games in a particular Lease Year (excluding the amount of the premium attached to the sale of Tickets for Premium Seating). The rate of the NFL Ticket Surcharge will initially be set by the Stadium Authority and Tenant in accordance with the Final Financing Plan, and, as more particularly described in the Final Financing Plan, the NFL Ticket Surcharge will terminate upon a date to be agreed upon by the Parties in the Final Financing Plan.

12.1.2 **Non-NFL Event Ticket Surcharge.** The Stadium Authority (or, if the Stadium Authority exercises the Stadium Authority Put Right as provided in Paragraph 5.1, then, effective as of the Tenant Season Expansion Date, Tenant) will impose, and will require the promoter or sponsor of any Non-NFL Events to collect on its behalf, a surcharge of Four Dollars (\$4) per ticket to all Non-NFL Events (the "**Non-NFL Ticket Surcharge**"). Except as expressly provided below in this Paragraph 12.1.2, the proceeds of the Non-NFL Ticket Surcharge will be excluded from Non-NFL Event Revenue. One-half (1/2) of the proceeds of the Non-NFL Ticket Surcharge will be included in Stadium Authority Revenue in the Lease Year received by the Stadium Authority, but shall not constitute Non-NFL Event Revenue. The other one-half (1/2) of the proceeds of the Non-NFL Ticket Surcharge will be deposited in the Stadium Authority Discretionary Fund. In the event that the Unallocated Amount (as defined below in this Paragraph) of the Stadium Authority Discretionary Fund at any time exceeds One Million Dollars (\$1,000,000.00), then, in consultation with the Stadium Manager, the Stadium Authority will determine if adequate provision has been made, such as through a sinking fund, for replacement of and upgrades to capital improvements contemplated under the Public Safety Plan; and, if not, the Stadium Authority will reserve funds in the Stadium Authority Discretionary Fund for such purpose. If the remaining balance in the Stadium Authority Discretionary Fund still exceeds One Million Dollars (\$1,000,000) after adequate provision has been made for replacement of and upgrades to capital improvements contemplated under the Public Safety Plan, then up to one-half (1/2) of such excess may, upon at least twenty (20) days' prior notice to Tenant, be transferred in the discretion of the Stadium Authority from the Stadium Authority Discretionary Fund to the City's General Fund, in which event an equal amount to that transferred to the City's General Fund will be transferred from the Stadium Authority Discretionary Fund to the Stadium Authority's operating fund and will be included in Stadium Authority Revenue in the Lease Year transferred. The amount so included in Stadium Authority Revenue will be available to pay Stadium Authority Expenses. As used herein, the "**Unallocated Amount**" of the Stadium Authority Discretionary Fund means, from time to time during the Term, the portion of the Stadium Authority Discretionary Fund, if any, that is not then allocated to pay the costs of a Scheduled Civic Event or other Stadium Authority Discretionary Expenses included in the then approved Annual Stadium Authority Budget or for Emergency expenses.

12.2 **City of Santa Clara Senior and Youth Program Fee.** During the Lease Term, Tenant shall collect, on the Stadium Authority's behalf, a fee on each Ticket for NFL Games in the Stadium (excluding Complimentary Tickets) equal to thirty five cents (\$0.35) per ticket (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, up to a maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per Lease Year. The annual proceeds from the City of Santa Clara Senior and Youth Program Fee, to the extent such proceeds exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) per Lease Year, shall constitute Stadium Authority Revenue in the Lease Year received by the Stadium Authority.

12.3 **Stadium Naming Rights Revenue.** As provided in Paragraph 15.1 below, the Stadium Authority shall market and sell the Stadium Naming Rights, and shall, prior to the Tenant Season Expansion Date, be entitled to all Stadium Naming Rights Revenue in accordance with the Stadium Naming Rights Agreement. Following the Tenant Season Expansion Date (if the Stadium Authority Put Right is exercised), the Stadium Authority shall assign to Tenant all of the Stadium Authority's rights to Stadium Naming Rights Revenue under any then existing Stadium Naming Rights Agreement, and Tenant shall market and sell the Stadium Naming Rights, and shall be entitled to all Stadium Naming Rights Revenue. The amount of Stadium Naming Rights Revenue received by the Stadium Authority in any Lease Year shall constitute Stadium Authority Revenue for such Lease Year. The Parties acknowledge, and any Stadium Naming Rights Agreement shall provide, that the Stadium Naming Rights Sponsor may also enter into a separate contract with Tenant, the Team or a Second Team for Advertising and Sponsorship Rights, the Stadium Authority shall have no interest in, nor any right to revenue from, any such separate contracts, and revenue under such separate contract (i.e., NFL Advertising and Sponsorship Revenue) shall be Tenant Revenue, which, as provided herein, is excluded from Stadium Authority Revenue. Further, Stadium Naming Rights Revenue shall not include any revenue from the sale of Stadium Components Sponsorship Rights, which the Parties also acknowledge shall be Tenant Revenue.

12.4 **SBLs Revenue.** As provided in the DDA and the Final Financing Plan, the Stadium Authority shall market and sell SBLs, and shall be entitled to all Net Revenues from the sale of SBLs; provided, however, that Tenant shall have the right to administer, on behalf of the Stadium Authority, any subsequent transfer or resale of SBLs in accordance with the SBL Agreement. All Net Revenues from the sale of SBLs shall constitute Stadium Authority Revenue in the Lease Year received by the Stadium Authority, except to the extent such amounts are included in the Stadium Authority Construction Sources. Except for the SBLs in accordance with the SBL Agreement, the Stadium Authority shall have no right to market or sell any personal seat licenses, Tickets or any other rights of admission to NFL Events in the Stadium without Tenant's prior written approval, which approval may be granted or withheld in Tenant's sole discretion.

12.5 **Net Hotel CFD Revenue.** As shall be more particularly described in the Final Financing Plan, all Net Hotel CFD Revenue shall constitute Stadium Authority Revenue in the Lease Year received by the Stadium Authority.

12.6 **Stadium Authority Parking Revenue.** As shall be more particularly described in the Stadium Parking Plan, Stadium Authority Revenue shall include in the Lease Year received by the Stadium Authority the following (collectively, "**Stadium Authority Parking Revenue**"): (a) all Net Revenues from the operation of the Stadium Authority Parking Facilities for Stadium Authority Events, and (b) all revenue sharing or parking surcharge revenues received by the Stadium Authority for Stadium Authority Events from contracts with private parking lot owners in the vicinity of the Stadium.

12.7 **Stadium Authority Concession Revenue.** Stadium Authority Revenue shall include in the Lease Year received by the Stadium Authority the following (collectively, "**Stadium Authority Concession Revenue**"): Net Revenues from Concessionaires engaged in the sale of food, beverages and other goods in the Stadium or on Stadium Authority Parking Facilities during the Stadium Authority Season (excluding during Tenant Events) and during Stadium Authority Events occurring during the Tenant Season; provided, however, that (a) Stadium Authority Concession Revenue does not include any of the following, which shall constitute Tenant Revenue: (i) revenues from retail activities associated with the Stadium Commercial Areas; (ii) Tenant Service Revenue; or (iii) NFL Advertising and Sponsorship Revenue; and (b) as shall be more particularly described in the Final Financing Plan, the Stadium Authority, subject to Tenant's approval, may use any upfront payment(s) made by the Concessionaires or other vendors for the Stadium as part of the Stadium Authority Construction Sources, in which event such upfront payments shall not constitute Stadium Authority Concession Revenue.

12.8 **Non-NFL Event Revenue.** Stadium Authority Revenue for each Lease Year shall include all Non-NFL Event Revenue for such Lease Year, including (a) all Net Revenues from the sale of Tickets for Non-NFL Events conducted during such Lease Year, and (b) all Net 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, and the premium charged, if any, by Tenant to occupy such Suites for Non-NFL Events shall constitute Tenant Revenue; and (ii) if the Stadium Authority exercises the Stadium Authority Put Right as provided in Paragraph 5.1 above, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, all Non-NFL Event Revenue shall constitute Tenant Revenue. "**Non-NFL Event Revenue**" for any Lease Year means the total revenue received by the Stadium Authority (or, following the Tenant Season Expansion Date, Tenant) from Non-NFL Events conducted during such Lease Year. In addition to the amounts specified in clauses (a) and (b) of this Paragraph 12.8, and without otherwise limiting the foregoing, Non-NFL Event Revenue includes (i) all Concession Revenue from Non-NFL Events, (ii) all Non-NFL Event Advertising Revenue, (iii) all Stadium Authority Parking Revenue from Non-NFL Events, and (iv) if the Stadium Authority exercises the Stadium Authority Put Right as provided in Paragraph 5.1, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, Tenant Parking Revenue from Non-NFL Events.

12.9 **Non-NFL Event Advertising Revenue.** Stadium Authority Revenue shall include in the Lease Year received by the Stadium Authority all Net Revenues received from the sale of Non-NFL Event Advertising Rights ("**Non-NFL Event Advertising Revenue**"); provided, however, that if the Stadium Authority exercises the Stadium Authority Put Right as provided in Paragraph 5.1 above, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, all Non-NFL Event Advertising Revenue shall constitute Tenant Revenue.

12.10 **Other Stadium Authority Revenue.** Stadium Authority Revenue shall also include amounts received by the Stadium Authority as reimbursements of past, present or future Stadium Authority Expenses, such as insurance proceeds or similar amounts paid by third parties, if not previously taken into account to reduce Stadium Authority Expenses. The Stadium Authority and Tenant further acknowledge and agree that the foregoing provisions of this ARTICLE 12 are not intended to constitute an exclusive listing of all of the possible types of Stadium Authority Revenue and that all revenue from operation of the Stadium, excluding Tenant Revenue, shall constitute Stadium Authority Revenue.

### **ARTICLE 13 TENANT REVENUE**

13.1 **Exclusive Rights to Tenant Revenue.** Tenant shall be entitled to, and shall be granted the sole and exclusive right to contract for, collect, receive and retain Tenant Revenue, with full right and power to assign such rights to the Team, any Second Team, their Affiliates or any Tenant Mortgagee, in accordance with the Stadium Lease Documents.

13.2 **Definition of Tenant Revenue.** As used herein, and as more particularly described in this ARTICLE 13, "**Tenant Revenue**" means, in addition to any and all other revenue designated in this Lease Summary as Tenant Revenue (including Non-NFL Event Revenue following the Tenant Season Expansion Date, if the Stadium Authority Put Right is exercised), the following: (a) all NFL Events Revenue, including NFL Ticket Revenue and Tenant Service Revenue, (b) Premium Seating Revenue, (c) all NFL Advertising and Sponsorship Revenue, (d) all Team Concession Revenue, (e) all gross income and revenue from Tenant's Incidental Uses, (f) all revenues received by Tenant from the use of the Stadium Commercial Areas, including revenue from subleases of the Stadium Commercial Areas; and (g) except as expressly provided herein, all gross income and revenues, royalties, license fees, receipts and other consideration of whatever kind or nature realized by, from or in connection with the operation of the Franchise or, in the case of any Second Team, Franchises, whether or not arising from activities in or at the Stadium Complex, including all revenue from NFL Broadcast Rights, Intellectual Property Rights and Domain Name Rights. Tenant Revenue shall exclude any Stadium Authority Revenue, as defined in ARTICLE 12 above.

13.3 **NFL Events Revenue.** As used herein, "**NFL Events Revenue**" means all gross income and revenues, royalties, license fees, receipts and other consideration of whatever kind or nature arising directly or indirectly out of NFL Events, including, without limitation, the following:

13.3.1 **Ticket Revenue.** All gross income and revenue, exclusive of the amount of the NFL Ticket Surcharge and the City of Santa Clara Senior and Youth Program Fee, from the sale of tickets to NFL Games or other NFL Events ("**NFL Ticket Revenue**");

13.3.2 **Tenant Service Revenue.** All gross income and revenue from the delivery of services, rental of any equipment, goods or devices, or the use of technology at or in connection with any NFL Events at the Stadium or provided by Tenant, the Team, any Second Team or their Affiliates (collectively, "**Tenant Service Revenue**"); and

13.3.3 **Television, Radio and Other Broadcast Revenue.** All revenue derived from NFL Broadcast Rights.

13.4 **Premium Seating Revenue.** All gross income and revenue from the sale of the rights to occupy Suites or other Premium Seating for NFL Events, plus the premium received, if any, by Tenant from the sale of the rights to occupy Suites or other Premium Seating for Non-NFL Events ("**Premium Seating Revenue**").

13.5 **NFL Advertising and Sponsorship Revenue.** All gross income and revenue, except for Stadium Naming Rights Revenue, from Advertising and Sponsorship Rights ("**NFL Advertising and Sponsorship Revenue**"). NFL Advertising and Sponsorship Revenue shall not include any Non-NFL Event Advertising Revenue.

13.6 **Tenant Parking Revenue.** As shall be more particularly described in the Stadium Parking Plan, Tenant Revenue shall include in the Lease Year received by the Tenant all revenue sharing or parking surcharge revenues received by the Tenant for Tenant Events from contracts with the Stadium Authority or private parking lot owners in the vicinity of the Stadium ("**Tenant Parking Revenue**").

13.7 **Tenant's Affiliates.** In addition to Tenant's rights with respect to Transfers as shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease, Tenant reserves the right to assign all or any portion of its rights to Tenant Revenue, or any portion thereof, to an Affiliate of Tenant, the Team or any Second Team. On behalf of each such Affiliate, Tenant reserves the right for such Affiliate (or if not so assigned, for themselves) to form a joint venture or other entity wholly owned, directly or indirectly, by Tenant, the Team or any Second Team or its Affiliates to pursue and enjoy all rights relating to Tenant Revenue, including Advertising and Sponsorship Rights and Broadcast Rights, granted or reserved to Tenant hereunder. Any such assignment to an Affiliate of Tenant, the Team or any Second Team or joint venture or other entity shall not relieve Tenant from its liabilities and obligations hereunder. Except as provided in this Paragraph or pursuant to Tenant's rights with respect to Transfers as shall be set forth in the Stadium Lease, Tenant shall not assign any rights to Tenant Revenue to any Person who is not an Affiliate of Tenant, the Team or any Second Team or that is not a joint venture or other entity wholly owned, directly or indirectly, by Tenant, the Team or any Second Team.

**ARTICLE 14  
USE OF EXCESS REVENUES**

If Stadium Authority Revenue exceeds Stadium Authority Expenses for any Lease Year prior to the Tenant Season Expansion Date, such excess revenues ("**Excess Revenues**") shall be distributed in accordance with terms and conditions to be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

**ARTICLE 15  
STADIUM SIGNAGE, ADVERTISING AND SPONSORSHIPS**

15.1 **Stadium Naming Rights**. Subject to, and in accordance with terms and conditions set forth in the DDA (as to the initial sale of Stadium Naming Rights) and as shall be more particularly set forth in the Stadium Lease (as to any subsequent sales of Stadium Naming Rights), the Stadium Authority, in consultation with Tenant, shall market and sell the Stadium Naming Rights and shall enter into a Stadium Naming Rights Agreement. The Stadium Authority shall receive all Stadium Naming Rights Revenue. The Stadium Authority shall continue to receive Stadium Naming Rights Revenue even after any such financing secured by Stadium Naming Rights Revenue is repaid. As provided in Paragraph 12.3 above, Paragraph 15.3.1 below, and the Intangible Property License Agreement, the Parties acknowledge, and any Stadium Naming Rights Agreement shall provide, that the Stadium Naming Rights Sponsor may also enter into separate contracts with Tenant, the Team or any Second Team for Advertising and Sponsorship Rights and Stadium Components Sponsorship Rights, the Stadium Authority shall have no interest in, nor any right to revenue from, any such separate contracts, and all revenue under such contracts shall constitute Tenant Revenue.

15.2 **Stadium Components Sponsorship Rights**. As shall be more particularly described in the Intangible Property License Agreement, Tenant or, at Tenant's sole option, the Team or any Second Team, shall, without limiting Tenant's rights set forth in Paragraph 15.3.1 below, be entitled to, and shall be granted the full and exclusive right to contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature realized by, from or in connection with the sale of Stadium Components Sponsorship Rights. All Signage attendant to the Stadium Components Sponsorship Rights shall, subject to compliance with all Applicable Laws, appear at appropriate places in, at, or on the Stadium and related improvements as reasonably determined by Tenant. To the extent not in conflict with the Stadium Naming Rights Agreement, the Stadium Authority shall comply with all commercially reasonable requirements of the agreements entered into by Tenant, the Team or any Second Team for Stadium Components Sponsorship Rights, including, for example, employing the applicable sponsor's logo or name on all Stadium Authority and Stadium-related descriptions and advertisements that depict or reference the Stadium Components, prohibition of so-called "blocking technology" whereby Signage may be obscured, altered or replaced, and such other applicable elements typically included in a naming rights sponsorship; provided, however, that limitations and conditions on the Stadium Authority's obligation to comply with such requirements shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

15.3 **Advertising and Sponsorships.**

15.3.1 **Advertising and Sponsorship Rights.** Tenant shall have the sole and exclusive right to sell and shall retain on an exclusive basis, and Landlord shall grant to Tenant, on an exclusive basis, all of the rights to the full use and enjoyment of, and to control and contract with respect to, any Advertising and Sponsorships Rights in, on or from the Premises on a year round basis; provided, however, that Tenant may assign, in whole or in part, such Advertising and Sponsorship Rights to the Team, and Second Team or their respective Affiliates in connection with the Team Sublease or any Second Team Sublease. Advertising and Sponsorship Rights shall include (a) the sale of Stadium Components Sponsorship Rights and (b) the sale of promotional displays, kiosks or similar facilities in or on the Stadium Complex and, subject to terms and conditions to be set forth in the Stadium Public Parking Agreement, on Stadium Authority Parking Facilities. Advertising and Sponsorship Rights shall exclude Stadium Naming Rights and Non-NFL Event Advertising Rights. All Signage attendant to the Advertising and Sponsorship Rights shall, subject to compliance with all Applicable Laws, appear at appropriate places in, at, or on the Stadium and related improvements as reasonably determined by Tenant. As shall be provided in the Ground Lease, the City shall agree, for the benefit of the Stadium Authority and Tenant, that no property owned or controlled by the City within the area designated on the Site Plan will be used to display advertisements or be used for promotional activities during days of NFL Events that conflict with Advertising and Sponsorship Contracts or the rights of Concessionaires, provided that the foregoing will not apply to any City advertising or similar contracts that pre-date such Advertising and Sponsorship Contracts. Notwithstanding the foregoing, the Stadium Authority and Tenant acknowledge that the Convention Center may schedule events on NFL Game Days with entities that may conflict with Advertising and Sponsorship Contracts as long as any exterior advertising is limited to standard welcoming signage.

15.3.2 **Non-NFL Event Advertising Rights.** The Stadium Authority shall have the sole and exclusive right to sell and shall retain on an exclusive basis all Non-NFL Event Advertising Rights; provided, however, that the Stadium Authority agrees not to engage in or authorize at any time, including during Non-NFL Events, any advertising or promotional activities in or around the Stadium or on Stadium Authority Parking Facilities that conflict with the terms of NFL Advertising and Sponsorship Contracts, provided that the foregoing will not apply to any Stadium Authority advertising or similar contracts that pre-date such NFL Advertising and Sponsorship Contracts. The Stadium Authority will not enter into contracts for Non-NFL Event Advertising Rights having a term of longer than three (3) years without Tenant's prior written approval. Without limiting the foregoing, the Stadium Authority shall not permit any advertising or promotional events or activities in or around the Stadium or on Stadium Authority Parking Facilities that interfere with or obscure the visibility of any Signage placed on the Stadium or on Stadium Authority Parking Facilities by Tenant, the Team, any Second Team or any of their respective corporate partners or sponsors pursuant to Paragraph 15.2 or Paragraph 15.3.1. Notwithstanding the foregoing, if the Stadium Authority exercises the Stadium Authority Put Right, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, Tenant shall have, in addition to the Advertising and Sponsorship Rights, the sole and exclusive right to sell, and shall retain on an exclusive basis, all Non-NFL Event Advertising Rights, and all Net Revenues received by



Tenant from the sale of Non-NFL Event Advertising Rights shall constitute Non-NFL Event Revenue.

15.4 **Directional and Other Stadium Signage.** Except as provided in this Paragraph 15.4 and in Paragraph 15.3.2, or with the approval of the Tenant, which approval may be granted or withheld in Tenant's sole discretion, Landlord shall not place or permit any signage, advertising or promotional activities in or around the Stadium or on Stadium Authority Parking Facilities.

15.4.1 **Directional and Informational Signage.** The Stadium Authority shall be responsible for installing, maintaining, repairing, removing and replacing from time to time, at Landlord's sole cost and expense (but subject to reimbursement by Tenant as a Shared Stadium Expense), directional and informational signage on the Stadium Site consistent with the Stadium Operation and Maintenance Plan or as otherwise shall be approved by Tenant, which approval shall not be unreasonably withheld.

15.4.2 **Tenant Identification Signage.** Upon Tenant's request from time to time, Landlord shall install signage on the exterior of the Stadium identifying the Stadium as the home of Tenant (e.g., "Home of the San Francisco 49ers") and, if applicable, a Second Team. Any such signage shall be subject to Landlord's approval, which shall not be withheld so long as the signage is consistent with the Stadium Signage Plan; and, otherwise, shall not be unreasonably withheld.

## ARTICLE 16 ASSIGNMENT AND SUBLETTING

The Parties' rights and obligations as they relate to sales, assignments, transfers, subleases, pledges, mortgages and encumbrances of the Stadium Lease or the Leasehold Estate (each, a "**Transfer**") shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease; provided, however, that, without limiting any other Transfers that may be permitted without the Stadium Authority's consent as shall be set forth in the Stadium Lease, the following Transfers by Tenant shall be permitted without prior consent of the Stadium Authority, provided that no uncured default by Tenant shall then exist for which Landlord has delivered notice to Tenant:

16.1 **Team Sublease.** Any sublease or license of the Premises, or any portion thereof, to an Affiliate of Tenant for the purpose of the exhibition, presentation or broadcasting (or other transmission) of (a) NFL Games, or (b) any other NFL Events (a "**Team Sublease**"); and, provided, further, that any such Team Sublease is subject and subordinate to the Stadium Lease Documents. Without limiting the foregoing, Tenant shall, concurrently with the mutual execution and delivery of the Stadium Lease, sublease the Premises to the Team upon the terms, covenants and conditions to be set forth in the Team Sublease, which shall be attached as an Exhibit to the Stadium Lease.

16.2 **Second NFL Team.** Subject to the provisions of ARTICLE 17 below, any sublease or license of the Premises, or any portion thereof, to a Franchise (or an Affiliate of a Franchise) that is not an Affiliate of Tenant (a "**Second Team**") for the purpose of the exhibition,

presentation or broadcasting (or other transmission) of (a) NFL Games, or (b) any other NFL Events (a "**Second Team Sublease**"); and provided, further, that any such Second Team Sublease shall be subject and subordinate to the Stadium Lease Documents. Without limiting the foregoing provisions of this Paragraph 16.2, Tenant shall have the right, in connection with any Team Sublease or Second Team Sublease, to assign any or all of its rights (but not its obligations) under the Stadium Lease to the Team or, to the extent not in conflict, any Second Team, in whole or in part, including the Scheduling Priority and the right to sell Advertising and Sponsorship Rights.

16.3 **Subleases of Stadium Commercial Areas**. Subject to the provisions of Paragraph 4.3.4 above, Tenant shall have the right to sublease the Stadium Commercial Areas, or any portion thereof, for purposes consistent with and complementary to a professional football stadium, and all revenues, proceeds and receipts therefrom shall be Tenant Revenue. Without limiting the foregoing, Tenant shall not, without the Stadium Authority's prior approval, permit any of the Stadium Commercial Areas to be used: (a) for any immoral, improper or unlawful purpose; (b) in a manner to cause the Stadium Authority to be in violation of the Stadium Naming Rights Agreement; (c) in a manner which diminishes the value or appearance of the Stadium; (d) in a manner which is inappropriate to the location and configuration of the Stadium Commercial Areas; (e) by a lessee whose character or reputation is not consistent with the quality of the Stadium; or (f) in a manner that is likely to impair the dignity, reputation or character of the Stadium.

## ARTICLE 17 PERMITTED SUBLEASE – SECOND NFL TEAM

As shall be provided in the Stadium Lease, a Second Team Sublease shall constitute a Permitted Transfer, subject to the terms and conditions set forth in this ARTICLE 17.

### 17.1 **Second NFL Team Conditions**.

17.1.1 **Repayment of Upfront Investment**. Prior to the date that a Second Team plays and hosts its first NFL Home Game in the Stadium, the Agency shall receive an amount equal to the Agency Upfront Investment, plus all the tax increment previously paid to Tenant as payment on the principal amount of the StadCo Agency Advance.

17.1.2 **Agency Relieved of StadCo Agency Advance**. From and after the date that a Second Team plays and hosts its first NFL Home Game in the Stadium, Tenant shall, as shall be more particularly described in the Final Financing Plan, cause a third party to assume all of the Agency's obligations to pay principal and interest of any outstanding StadCo Agency Advance, such that the Agency shall be released from such obligations.

17.1.3 **Additional Facility Rent**. Commencing in the first Lease Year that a Second Team plays and hosts NFL Home Games in the Stadium, and continuing during the Lease Term, (a) the Stadium Authority shall pay to the City for each such Lease Year an additional amount of Fixed Ground Rent as is set forth below ("**Additional Fixed Ground Rent**"), and (b) the Facility Rent payable by Tenant under the Stadium Lease shall increase for each such Lease Year by the amount of such Additional Fixed Ground Rent. For purposes of the

foregoing, the Additional Fixed Ground Rent shall equal, for the first ten (10) Lease Years that the Second Team plays and hosts NFL Home Games in the Stadium, One Million Dollars (\$1,000,000) per year. Beginning in the eleventh (11th) Lease Year that the Second Team plays and hosts NFL Home Games in the Stadium, the Additional Fixed Ground Rent shall increase to One Million One Hundred Thousand Dollars (\$1,100,000) per year, and such amount will, provided the Second Team continues to play and host NFL Home Games in the Stadium, increase by One Hundred Thousand Dollars (\$100,000) every five (5) years thereafter during the Initial Term. For each Extension Term, the Additional Fixed Ground Rent will increase by Eighty Thousand Dollars (\$80,000).

**17.1.4 Reimbursement of Developer Fees.** Prior to the date that a Second Team plays and hosts its first NFL Home Game in the Stadium, Tenant shall pay to the Stadium Authority an amount equal to the share of the Development Fees paid by the Agency, and the Stadium Authority may pay such amount to the City as additional rent under the Ground Lease.

**17.1.5 Capital Expenditures.** Without limiting the provisions of ARTICLE 10 above, Tenant shall be responsible for the cost of all additional Capital Expenditures required to accommodate a Second Team Sublease; provided, however, that (a) nothing contained herein shall restrict Tenant from requiring reimbursement of any such costs or expenses from the Second Team pursuant to the Second Team Sublease; and (b) except for Capital Expenditures relating to Tenant Improvements, the Stadium Authority shall use the Stadium Capital Expenditure Reserve for such Capital Expenditures in accordance with an approved Capital Expenditure Plan and the provisions of Paragraph 10.3 above.

**17.1.6 Additional Capital Expenditure Reserve Deposit.** As shall be further negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease, for each Lease Year that a Second Team plays and hosts NFL Home Games in the Stadium, Tenant will deposit, or cause to be deposited, the Second Team Capital Reserve Deposit into the Stadium Capital Expenditure Reserve Account.

**17.1.7 Public Safety Costs.** As more particularly described in Paragraph 7.5.6 above, if a Second Team plays and hosts NFL Home Games in the Stadium (other than during a Temporary Second Team Occupancy), then (a) Tenant may be required to reimburse the City for additional compensation to the Special Events Unit to update procedures and protocols for the implementation of the Public Safety Plan, as well as agreements with surrounding jurisdictions, the amount of such reimbursement shall not be subject to the Public Safety Costs Threshold; and (b) commencing in the Lease Year immediately following the Lease Year that the Second Team begins playing its NFL Home Games in the Stadium, the Per Game Factor shall be increased by six percent (6%) per year, rather than four (4%) per year.

**17.2 Temporary Second Team Occupancy.** Notwithstanding the provisions of Paragraph 17.1 above to the contrary, in the event that a Second Team plays and hosts NFL Home Games in the Stadium for a temporary period ("**Temporary Second Team Occupancy**") not to exceed two (2) NFL Football Seasons ("**Second Team Temporary Occupancy Period**"), then the provisions of Paragraphs 17.1.1, 17.1.2, 17.1.4, 17.1.6 and 17.1.7 above shall not apply; provided, however, that the Second Team Temporary Occupancy Period may extended for up to

one (1) additional NFL Football Season if required solely to accommodate delays in the construction or reconstruction of the Second Team's stadium.

17.3 **Recognition, Non-Disturbance and Attornment Agreement.** Concurrently with the mutual execution and delivery of any Second Team Sublease, the City, the Stadium Authority, Tenant and the Second Team shall execute and deliver to each other a Non-Disturbance Agreement in a form reasonably acceptable to the Parties, and Tenant or the Second Team may file the same in the Official Records of Santa Clara County, California.

## **ARTICLE 18 OWNERSHIP OF LEASED PREMISES**

Fee title to the Stadium Site shall be and remain in the City, subject to the Permitted Encumbrances, but the City's rights and powers with respect thereto are subject to the terms and limitations of the Stadium Lease and the City-Tenant Recognition, Non-Disturbance and Attornment Agreement. Leasehold title to the Premises shall be and remain in Landlord pursuant to the Ground Lease, but Landlord's rights and powers with respect thereto are subject to the terms and limitations of the Stadium Lease. All of Tenant's Personal Property installed on, affixed to or placed or used in the operation of the Premises, throughout the Lease Term shall be and remain the property of Tenant, the Team or any Second Team, as the case may be, at all times and shall not be considered part of the Premises.

## **ARTICLE 19 NON-RELOCATION**

Concurrently with the Parties' execution and delivery of the Stadium Lease, the Stadium Authority shall execute and deliver, and Tenant shall cause the Team to execute and deliver, the Non-Relocation Agreement.

## **ARTICLE 20 SURRENDER OF POSSESSION**

20.1 **Surrender Requirements.** Tenant shall, on the Lease Expiration Date, peaceably and quietly leave, surrender and yield up to Landlord (a) the Premises, including all leasehold improvements, free of subtenancies claiming by, through or under Tenant, and, as to Tenant's Exclusive Facilities, in a reasonably clean condition and free of debris, (b) any Stadium Personal Property in Tenant's possession paid for by Landlord or paid for out of the Stadium Capital Expenditure Reserve or the Insurance Fund and all replacements of and substitutions therefor, and (c) all keys for the Premises in Tenant's possession. Upon such Lease Expiration Date, Tenant shall assign, without warranty or recourse, to Landlord all of its right, title and interest in and to any Enforceable Contracts, subject to Tenant's rights with respect to any claims pending thereunder.

### **20.2 Removal of Personal Property.**

20.2.1 **Tenant's Obligation to Remove.** All of Tenant's Personal Property that is not part of the Premises shall be removed by Tenant within sixty (60) days after the Lease

Expiration Date, provided that Tenant shall promptly repair any damage to the Premises caused by such removal.

20.2.2 **Landlord's Right to Remove.** Any of Tenant's Personal Property which remains in the Premises sixty (60) days after the Lease Expiration Date may, at the option of Landlord, be deemed to have been abandoned by Tenant and may either be retained by Landlord as its Property or be disposed of, without accountability, in such manner as Landlord may determine necessary, desirable or appropriate, and Tenant, upon demand, shall pay the reasonable cost of such disposal, together with interest thereon at the Interest Rate from the date such costs were incurred until reimbursed by Tenant.

### 20.3 **Demolition.**

20.3.1 **Demolition Work.** Notwithstanding the provisions of Paragraph 20.1 above, upon written notice from the Stadium Authority (a "**Demolition Notice**"), Tenant shall, following the Lease Expiration Date or earlier termination of the Stadium Lease, raze the then-existing Stadium and other improvements located on the Stadium Site (or such portion thereof as designated by the Stadium Authority), excluding any subsurface portion of the Stadium Site, shall clear the same from the Stadium Site, including all rubble and debris resulting from the same, shall fill all holes, excavations and indentations resulting from any such razing and removal activities, with properly compacted backfill material containing no Hazardous Materials, and shall grade the surface of the Stadium Site to provide a reasonably clean and level appearance (collectively, the "**Demolition Work**"). The Stadium Authority shall have the right to deliver a Demolition Notice not later than the following: (a) with respect to expiration of the Term of the Stadium Lease, at any time not later than three (3) years prior to such expiration, or (b) with respect to any earlier termination of the Stadium Lease, at any time prior to a deadline after any such earlier termination that shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease. Prior to commencing any Demolition Work, Tenant shall submit complete plans and specifications for such work to the Stadium Authority for its review and reasonable approval, which shall not be unreasonably withheld, and obtain any permits required by Applicable Laws. Notwithstanding the foregoing provisions of this Paragraph 20.3.1, Tenant shall have no obligation to perform any Demolition Work if the Stadium Lease is terminated by reason of Tenant's delivery of Tenant's Market Reset Termination Notice pursuant to Paragraph 6.2.4 above.

20.3.2 **Timing of Demolition; Use of Stadium Capital Expenditure Reserve.** If Tenant is required to perform the Demolition Work pursuant to the Stadium Lease, then Tenant shall use commercially reasonable efforts to commence such Demolition Work within one (1) year after the later of the date of the Demolition Notice or the termination of the Stadium Lease, and shall diligently pursue the Demolition Work to completion as soon as reasonably practical. As provided in Paragraph 10.7 above, the Stadium Authority shall fund the cost of the Demolition Work, including the costs of required permits and any required environmental review, out of the remaining End of Term Reserves, and shall disburse such End of Term Reserves to Tenant to fund the Demolition Work on a customary "progress payment" basis as the Demolition Work progresses. Tenant shall be responsible for all costs of the Demolition Work if, and to the extent, such costs exceed the End of Term Reserves, plus any condemnation or Insurance Proceeds paid in connection with a casualty or condemnation that results in an early

termination of the Stadium Lease. If Tenant does not complete the Demolition Work prior to the Lease Expiration Date or any earlier termination of the Stadium Lease, then all of Tenant's obligations under the Stadium Lease, excluding the payment of Facility Rent and Tenant's proportionate share of Shared Stadium Expenses, shall continue in full force and effect during the period between the Lease Expiration Date or any earlier termination of this Lease and the date upon which Tenant completes the Demolition Work and surrenders the Premises to the Stadium Authority as required hereunder. Tenant's performance of the Demolition Work pursuant to this Paragraph 20.3 shall in no event constitute a Holding Over or otherwise require that Tenant make any Holdover Payments.

20.3.3 **Demolition Fund.** Stadium Authority and Tenant shall negotiate in good faith the timing and process for creating a demolition reserve to be funded directly or indirectly by Tenant for use in the event the Stadium Authority elects to require Tenant to demolish the Stadium.

## **ARTICLE 21 SUPER BOWL OR PRO BOWL**

If the Stadium is selected by the NFL as the host facility for a Super Bowl, Pro Bowl or other League Event, Tenant shall have the right to permit the NFL to utilize the Premises for such purposes in accordance with the terms of an agreement to be entered into among Tenant, the Stadium Authority and the NFL, but in all events subject to the terms of the Stadium Lease Documents. Upon Tenant's request, the Stadium Authority and the City (as more particularly provided in the Ground Lease) shall reasonably cooperate with Tenant in marketing the Stadium to the NFL for selection as the host facility for a Super Bowl, Pro Bowl or other League Event.

## **ARTICLE 22 OTHER LEASE PROVISIONS**

In addition to the terms, covenants and conditions set forth above, the Stadium Lease shall also include other provisions to be negotiated in good faith by the Stadium Authority and Tenant, including provisions relating to (a) Insurance and Indemnification, (b) Damage and Destruction, (c) Eminent Domain, (d) Defaults and Remedies, (e) Dispute Resolution, and (f) Permitted Fee, Stadium Authority and Tenant Financings, (g) Hazardous Materials, (h) Access Rights, and (i) other Miscellaneous Issues.

**EXHIBIT A  
TO STADIUM LEASE**

**DEFINITIONS**

"**49ers Management Company**" has the meaning set forth in Paragraph 6.2.4(a) of the Lease Summary.

"**Acceptable Bank**" means a domestic bank or financial institution mutually agreed to by Landlord and Tenant.

"**Additional Fixed Ground Rent**" has the meaning set forth in Paragraph 17.1.3 of the Lease Summary.

"**Additional Rent**" has the meaning set forth in Paragraph 6.7 of the Lease Summary.

"**Advertising and Sponsorship Contracts**" means contracts, licenses, sublicenses or other agreements entered into by Tenant, the Team or any Second Team granting advertisers or sponsors Advertising and Sponsorships Rights in, on or from the Premises.

"**Advertising and Sponsorship Rights**" means, collectively, all advertising, sponsorship and promotional activity, Signage, messages and displays of every kind and nature, whether now existing or developed in the future, including, without limitation, permanent, non-permanent and transitory Signage or advertising displayed on permanent or non-permanent advertising panels or on structures, portions of the Stadium, fixtures or equipment (such as Scoreboard advertising and canopy advertising); audio or video public address advertising and message board advertising; programs; electronic insertion and other forms of virtual signage; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires or personnel (such as ushers and ticket takers) engaged in the operation of any Stadium Event; and logos, slogans or other forms of advertising affixed to or included with such items, including, but not limited to: cups, hats, T-shirts; advertising of Concessions (including menu boards and point of purchase concession advertising within the Stadium); Broadcast Rights; Telecommunications Rights; Domain Name Rights; and advertising through other concession, promotional or premium items. "Advertising and Sponsorship Rights" shall include Stadium Components Sponsorship Rights, Branding Rights, Service Rights, and Pourage Rights. "Advertising and Sponsorship Rights" shall exclude Naming Rights and Non-NFL Event Advertising Rights.

"**Affiliate**" of any Person means any Person which directly or indirectly through one or more intermediaries, (a) Controls, or (b) is Controlled by, or (c) is under Common Control with, another Person.

"**Agency Upfront Investment**" means the amount of the Agency's investment toward the construction of the Stadium, which shall not exceed a total of Forty Million Dollars (\$40,000,000) (exclusive of debt service and other financing costs and exclusive of payments to the City for Development Fees), as shall more particularly be described in the Final Financing Plan.

**"Annual Capital Reserve Amount"** means, for the first Lease Year, the sum of Two Million Dollars (\$2,000,000.00). For the second and each succeeding Lease Year, the Annual Capital Reserve Amount shall increase by three percent (3%).

**"Annual Non-NFL Event Plan"** has the meaning set forth in Paragraph 4.6.1 of the Lease Summary.

**"Annual Stadium Authority Budget"** means the annual budget of the Stadium Authority, which shall include the Annual Shared Stadium Expense Budget.

**"Annual Shared Stadium Expense Budget"** has the meaning set forth in Paragraph 8.5.1 of the Lease Summary.

**"Annual Statement of Stadium Operations"** has the meaning set forth in Paragraph 8.4.1 of the Lease Summary.

**"Applicable Laws"** means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing.

**"Audit"** has the meaning set forth in Paragraph 8.4.2 of the Lease Summary.

**"Bankruptcy Proceeding"** means any bankruptcy, composition, insolvency, reorganization, or similar proceeding, whether voluntary or involuntary, under Title 11, United States Code, or any other or successor federal or state bankruptcy, insolvency, reorganization, moratorium, or similar law for the relief of debtors, including any assignment for the benefit of creditors and any adversary proceeding, proceedings for the appointment of a receiver or trustee, or similar proceeding.

**"Branding Rights"** means the exclusive right to designate those products and retail rights that may be sold, displayed or delivered on an exclusive or non-exclusive basis to, at or in the area in question and excludes Pourage Rights and Service Rights.

**"Bridges"** has the meaning set forth in Paragraph 1.3.1(c) of the Lease Summary.

**"Broadcast Rights"** means any and all of the rights to the full and exclusive use and enjoyment of, and to control, lease, license, grant concessions with respect to, sell, benefit and enter into agreements with respect to, all radio, television, computer network and other electronic broadcasting, film or tape reproductions, closed circuit, cable or pay television or radio rights and similar rights by whatever methods, means or process, now existing or hereafter developed, for preserving, transmitting, disseminating or reproducing for hearing or viewing (a) NFL Games, NFL Events or Tenant Incidental Uses or (b) other Tenant-related activities at or near the Premises (including inside or outside the Premises), including broadcast (analog, digital or HDTV), terrestrial cable, microwave, multipoint distribution services (MDS), multichannel MDS (MMDS), satellite television systems (STV) satellite master antenna televisions systems (SMATV), fiber optic, the World Wide Web, Internet, computer network, computer on-line applications, direct broadcast satellite (DBS), local MDS (LMDS), Narrow and Broadband



Services, transmission directly to so-called "backyard" TV receive-only (TVRO) receiving dishes, any video dialtone system, open video system (OVS), DPS, Pay-Per-View, radio, and by means of any similar or dissimilar electronic, analog, digital or other form of distribution means now known or hereafter invented.

"**Budget Comment Period**" has the meaning set forth in Paragraph 8.5.1 of the Lease Summary.

"**Business Day**" means any day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required or authorized to close in Santa Clara County, California.

"**Business Hours**" means 9:00 a.m. through 5:00 p.m. on Business Days.

"**Capital Expenditure**" means the cost of items considered capital repairs, capital replacements, capital improvements or capital equipment pursuant to GAAP and shall include the rental cost of items which if purchased, rather than rented, would constitute a Capital Expenditure.

"**Capital Expenditure Plan**" shall mean the plan for the expenditures from the Stadium Capital Expenditure Reserve approved by the Stadium Authority and Tenant on an annual basis.

"**Capital Plan Comment Period**" has the meaning set forth in Paragraph 10.4.1 of the Lease Summary.

"**Capital Repair**" means any work (including all labor, supplies, materials and equipment) reasonably necessary to repair, restore, refurbish or replace any equipment, facility, structure or other component of the Premises, the South Parking Lot, the South Access Road or the Bridges if such work is necessitated by:

- (a) Any defects (whether latent or patent) in design or construction of the Premises, or in the installation of any Property in or on the Premises;
- (b) Physical Obsolescence (including replacement necessitated by repeated breakdown of a component of the Premises despite efforts to repair or restore it short of such replacement); or
- (c) Modifications required by Applicable Laws.

The term "**Capital Repair**" shall not include (i) Maintenance, (ii) Casualty Repair Work, (iii) Condemnation Repair Work and (iv) the portion of any contract for the performance of any the foregoing in clauses (i), (ii) and (iii) of this sentence.

"**Casualty Repair Work**" means the repair, restoration, replacement or rebuilding, including temporary repairs for the protection of property pending the completion of any such work, remediation of hazards and restoration of the Premises to a safe condition or any demolition and debris removal required, undertaken in the event of a Casualty (as that term shall be defined in the Stadium Lease) pursuant to the terms of the Stadium Lease.

"**City**" has the meaning set forth in Paragraph 1.3.1(b) of the Lease Summary.

"**City of Santa Clara Senior and Youth Program Fee**" has the meaning set forth in Paragraph 12.2 of the Lease Summary.

"**City-Tenant Recognition, Non-Disturbance and Attornment Agreement**" means that certain Recognition, Non-Disturbance and Attornment Agreement dated as of the Effective Date by and among Landlord, Tenant and the City, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"**Civic Events**" has the meaning set forth in Paragraph 4.6.2 of the Lease Summary.

"**Club Facilities**" means the private club facilities in the Stadium as shall be depicted on the Site Plan; provided, however, that Tenant may, at any time and from time to time relocate, redesign, reconfigure, expand or reduce, or otherwise modify the Club Facilities.

"**Club Seats**" means those premium seats in the Stadium accessible through the Club Facilities.

"**Commencement Date**" has the meaning set forth in Paragraph 2.1.

"**Comparable Facilities**" means one or more stadiums in which NFL Games are played and events (such as concerts, family shows, conventions and other public events) are held that are comparable in size to the Stadium and are located in the United States; provided, however, that, to the extent the subject matter of the Stadium Lease relates to or is affected by whether or not the Stadium or comparable stadium is air-conditioned, open air or has a retractable roof, the term "Comparable Facilities" shall mean and refer to any such comparable stadium that is open air with no retractable roof.

"**Comparable Users**" shall mean and refer to (a) professional football teams franchised by the NFL; and (b) other customary users of Comparable Facilities, such as promoters of concerts, family shows, conventions and other public events customarily held in Comparable Facilities.

"**Compliance Contest**" has the meaning set forth in Paragraph 4.10.1 of the Lease Summary.

"**Compliance Work**" has the meaning set forth in Paragraph 4.10.2 of the Lease Summary.

"**Complimentary Parking Passes**" has the meaning set forth in Paragraph 7.4.5 of the Lease Summary.

"**Concession Agreement**" has the meaning set forth in Paragraph 7.3.1 of the Lease Summary.

"**Concession Facilities**" means any concession stands, vendors commissaries, carts, kiosks, condiment stands, novelty stands, portable specialty carts, food courts, and other permanent or temporary structures for Concessions or at which Concessions shall be prepared, stored, served or offered or distributed for sale.

"**Concession Operations**" means the exercise and operation of all Concession Rights within the Stadium Complex or portions of the Stadium Complex, as the case may be.

**"Concession Revenue"** means all Net Revenues received from Concessionaires engaged in the sale of food, beverages and other goods in the Stadium or on Stadium Authority Parking Facilities.

**"Concession Rights"** means, collectively, the right to license, sell, display, distribute, and store all Concessions within the Stadium or portions of the Stadium, as the case may be. Subject to the provisions of Paragraph 7.3 of the Lease Summary, the Concession Rights shall include the right to assemble, stage, display, operate, locate or store Concession Facilities.

**"Concessionaire(s)"** means any Person(s) operating the Concession Operations.

**"Concessions"** means, collectively, any and all Consumable Concessions and Non-Consumable Concessions, but shall exclude Pourage Rights, Service Rights, and Branding Rights.

**"Condemnation Repair Work"** means the repairs, alterations or restoration, including temporary repairs for the protection of Persons or property pending the completion of any part thereof, undertaken in the event of a Condemnation Action (as that term shall be defined in the Stadium Lease) pursuant to the terms of the Stadium Lease.

**"Constant Rent"** has the meaning set forth in Paragraph 6.2.1(a) of the Lease Summary.

**"Construction Agency Agreement"** has the meaning set forth in the DDA.

**"Consumable Concessions"** means, in the Stadium Complex, collectively, the sale and service of food and beverages, the sale and service of alcoholic beverages (subject to procurement of all necessary licenses and permits required by any Governmental Authority), catering and banquet sales and services (including, but not limited to, catering service with respect to any Suites), all the foregoing related to Stadium Events.

**"Control"** means (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by more than fifty percent (50%) of their directors, or (b) direct or indirect control of a majority of the directors in the case of a corporation. Controlled has a correlative meaning.

**"Controlling Person"** of any Person means any individual that directly or indirectly controls such Person.

**"Credited Public Safety Costs"** has the meaning set forth in Paragraph 6.4.3(b) of the Lease Summary.

**"DDA"** has the meaning set forth in the first Paragraph of the Lease Summary.

**"Default"** shall have the meaning to be set forth in the Stadium Lease.

**"Default Rate"** has the meaning set forth in Paragraph 6.6 of the Lease Summary.

"**Demolition Notice**" has the meaning set forth in Paragraph 20.3.1 of the Lease Summary.

"**Demolition Work**" has the meaning set forth in Paragraph 20.3.1 of the Lease Summary.

"**Design Criteria**" shall have the meaning to be set forth in the Construction Agency Agreement.

"**Development Fees**" has the meaning set forth in the DDA.

"**Disproportionate Taxes**" has the meaning set forth in Paragraph 8.3.4 of the Lease Summary.

"**Dispute or Controversy**" means any dispute, controversy or claim between the Parties that arises under the Stadium Lease Documents or is connected with or related in any way to the Stadium Lease Documents or any right, duty or obligation arising therefrom or the relationship of the Parties thereunder.

"**Dispute Resolution Procedures**" has the meaning set forth in Paragraph 8.5.1 of the Lease Summary.

"**Domain Name Rights**" means any and all of the rights of Tenant to register and maintain a website or equivalent electronic information distribution system relating to professional football games, NFL Events, and/or other activities of Tenant at or near the Stadium Complex, including the rights to register and maintain a domain name or its equivalent for electronic access to such a website or system.

"**Draft Budget**" has the meaning set forth in Paragraph 8.5.1 of the Lease Summary.

"**Draft Cap Ex Plan Addendum**" has the meaning set forth in Paragraph 10.4.2 of the Lease Summary.

"**Draft Capital Expenditure Plan**" has the meaning set forth in Paragraph 10.4.1 of the Lease Summary.

"**Early Occupancy Period**" has the meaning set forth in Paragraph 1.8 of the Lease Summary.

"**Effective Date**" shall mean the effective date of the Stadium Lease, as defined in the Stadium Lease.

"**Emergency**" means any circumstance in which Tenant or Landlord in good faith believes that immediate action is required in order to safeguard lives, property or the environment.

"**Encumbrance(s)**" means any defects in, easements, covenants, conditions or restrictions affecting, or liens or other encumbrances on, the title to the Premises or otherwise affecting Tenant's rights hereunder.

"**End of Term Reserves**" has the meaning set forth in Paragraph 10.7 of the Lease Summary.

"**Enforceable Contracts**" has the meaning set forth in Paragraph 7.8.1 of the Lease Summary.

**"Environmental Law"** means any and all federal, state and local statutes, laws (including common law tort law, common law nuisance law and common law in general), regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment, or to handling, storage, emissions, discharges, releases or threatened emissions, discharges or releases of Hazardous Materials into the environment, including ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment or disposal of any Hazardous Materials, including, but not limited to, the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Federal Solid Waste Disposal Act (including, but not limited to, the Resource Conservation and Recovery Act of 1976), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Insecticide, Fungicide and Rodenticide Act, and the Emergency Planning and Community Right-to-Know Act, and any other federal, state or local laws, ordinances, rules, regulations and publications and similar restrictions now or hereafter existing relating to any of the foregoing.

**"Estate"** means any of the Fee Estate, the Landlord's Estate or the Leasehold Estate.

**"Estimated Shared Stadium Expenses"** has the meaning set forth in Paragraph 8.3.2 of the Lease Summary.

**"Excess Revenues"** has the meaning set forth in ARTICLE 14 of the Lease Summary.

**"Exclusive Game Day Period"** means the period of time beginning forty-eight (48) hours prior to the scheduled start time of each NFL Game to be played in the Stadium, and ending twenty-four (24) hours following the completion of each NFL Game played in the Stadium; provided, however, that if the Stadium Authority exercises the Stadium Authority Put Right as provided in ARTICLE 5 of the Lease Summary, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, the Exclusive Game Day Period shall also include the period of time beginning forty-eight (48) hours prior to the scheduled start time of any Ticketed Non-NFL Event in the Stadium, and ending twenty-four (24) hours following the completion of each Ticketed Non-NFL Event in the Stadium.

**"Exclusivity Right(s)"** means any exclusive right, of whatever kind or nature that any Party has a right to grant under the terms of the Stadium Lease Documents that is included in (a) any Advertising and Sponsorship Rights, Naming Rights, Signage rights, or Concession Rights, and (b) the rights granted to the Team under the Team Sublease. Exclusivity Rights are subject to change, from time to time, during the Lease Term.

**"Excusable Landlord Delay"** means any delay by Landlord in achieving any deadlines for performance of obligations under the Stadium Lease, which is caused by or attributable to (but only to the extent of) (a) Force Majeure, (b) failure of Tenant to perform (or delay by Tenant in performing) any of its material obligations under the Stadium Lease within the time or by the date established by or pursuant hereunder for performance thereof, (c) negligence or willful misconduct by Tenant, any Tenant Transferee, including the Team or any Second Team, or any of their respective officers, directors, employees, agents, contractors or invitees, (d) any direct or indirect action or omission by or attributable to Tenant or any Tenant Transferee, including the

Team or any Second Team (including, but not limited to, acts or omissions of any Person employed by Tenant or any Tenant Transferee, including the Team or any Second Team or of any agent, contractor or subcontractor of such Persons) which unreasonably and materially interferes with or delays Landlord's performance of its obligations under the Stadium Lease, or (e) any unreasonable delay by Tenant in approving or consenting or in refusing to approve or consent to any matter that requires the approval or consent of Tenant under the Stadium Lease unless permitted hereunder. Notwithstanding the foregoing, "Excusable Landlord Delay" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

**"Excusable Tenant Delay"** means any Tenant Delay which is caused by or attributable to (but only to the extent of) (a) Force Majeure, (b) failure by Landlord to perform (or delay by Landlord in performing) any of its material obligations under the Stadium Lease within the time or by the date established by or pursuant to the Stadium Lease for performance thereof, (c) negligence or willful misconduct by Landlord or any Landlord Affiliate or any Third Party Tenants, or any of their respective officers, directors, employees, agents, contractors or invitees, (d) any direct or indirect action or omission by or attributable to Landlord or any Landlord Affiliate (including, but not limited to acts or omissions of any Person employed by Landlord or any Landlord Affiliate or, unless a Tenant Affiliate, the Stadium Manager, or of any agent, contractor or subcontractor of such Persons) which unreasonably interferes with or delays Tenant's performance of its obligations hereunder, or (e) any unreasonable delay by Landlord in approving or consenting or in refusing to approve or consent to any matter that requires the approval or consent of Landlord under the Stadium Lease. Notwithstanding the foregoing, "Excusable Tenant Delay" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

**"Expedited ADR"** has the meaning set forth in Paragraph 8.5.1 of the Lease Summary.

**"Extension Option(s)"** has the meaning set forth in Paragraph 2.2 of the Lease Summary.

**"Extension Term"** has the meaning set forth in Paragraph 2.2 of the Lease Summary.

**"Extension Term Market Rent"** has the meaning set forth in Paragraph 6.3 of the Lease Summary.

**"Facility Rent"** has the meaning set forth in Paragraph 6.1 of the Lease Summary.

**"Fee Estate"** means City's fee interest in the Premises, subject to the interest of Landlord under the Ground Lease and the interest of Tenant under the Stadium Lease.

**"Fee Mortgage"** means a Mortgage that encumbers the Fee Estate.

**"Final Financing Plan"** has the meaning set forth in the DDA.

**"Fixed Ground Rent"** has the meaning set forth in Paragraph 6.4.1 of the Lease Summary.

**"Force Majeure"** means an occurrence, including any of the following, for the period of time, if any, that the performance of a Party's material obligations under the Stadium Lease is actually,

materially, and reasonably delayed or prevented thereby: acts of God; acts of the public enemy; the confiscation or seizure by any Governmental Authority; insurrections; wars or war-like action (whether actual and pending or expected); arrests or other restraints of government (civil or military); blockades; embargoes; strikes, labor unrest, labor disputes or unavailability of labor or materials (any of which are not caused by a Party's or, in the case of Landlord, the Stadium Manager's work force); lock-outs (not caused or implemented by a Party or, in the case of Landlord, the Stadium Manager); epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; any delays occasioned by arbitration actions and proceedings under the Dispute Resolution Procedures specified in the Stadium Lease; civil disturbance or disobedience; riot; sabotage; terrorism, threats of sabotage or terrorism; or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. As to Landlord, actions of the City or any Landlord Affiliate shall not be considered actions of a Governmental Authority for purposes of Force Majeure. Notwithstanding the foregoing, "Force Majeure" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

**"Franchise"** means the franchise for the Team and, if applicable, a Second Team issued by the NFL.

**"GAAP"** shall mean generally accepted accounting principles, applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants or in statements of the Financial Accounting Standards Board or their respective successors and which are applicable in the circumstances as of the date in question. Accounting principles are applied on a "consistent basis" when the accounting principles observed in a current period are comparable in all material respects to those accounting principles applied in a preceding period.

**"Game Day"** means any day on which an NFL Home Game is Scheduled.

**"Governmental Authority"** means any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

**"Ground Lease"** means the ground lease to be entered into concurrently with the Stadium Lease by the Stadium Authority and the City, pursuant to which the Stadium Authority shall lease the Stadium Site from the City.

**"Groundskeeping Services"** means all services necessary to maintain the Playing Field in the condition required for the playing of NFL Games, including (a) readying the Playing Field each year for the upcoming NFL Football Season and regular maintenance of the Playing Field during the NFL Football Season, including watering, mowing, seeding, fertilizing and resodding; (b) preparing the surface of and marking lines on the Playing Field (including side lines and end

zone markings and mid-field and end zone decorations) and installing in proper position and removing field equipment and the like for each NFL Game; (c) leasing or otherwise obtaining special equipment and supplies including field covers, including a removable tarpaulin with related equipment and systems, for use in connection with preparing or maintaining the surface of the Playing Field; (d) preparation, conversion or restoration of the surface of the Playing Field for an NFL Game following any Stadium Event; (e) repairing any damage to or destruction of the surface of the Playing Field; and (f) providing, repairing, maintaining and replacing all lawnmowing equipment, material handling equipment and other similar equipment necessary or advisable for the proper operation or maintenance of the Playing Field.

**"Hazardous Materials"** means (a) any substance, emission or material now or hereafter defined as, listed as or specified in, any Environmental Law as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification or categorization under any Environmental Law, including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, (b) any products or substances containing petroleum, asbestos, polychlorinated biphenyls or (c) any substance, emission or material determined to be hazardous or harmful.

**"Holding Over"** means the holding over or possession by Tenant of the Premises after the Lease Expiration Date without the consent of Landlord.

**"Holdover Payments"** means the Rent payable by Tenant during the period of any Holding Over.

**"Impositions"** means all real estate Taxes, all personal property Taxes and all possessory interest Taxes, all use and occupancy Taxes, all excises, assessments, and levies, general and special, ordinary and extraordinary, foreseen and unforeseen (including assessments for public improvements and betterment, and any mass transit, park, child care and art contributions, assessments or fees), that are, with respect to the Stadium Lease, the Premises or any portion thereof, assessed, levied, charged, confirmed or imposed upon or with respect to or becoming payable out of or becoming a lien on the Leasehold Estate or the Premises, or the appurtenances thereto, or for any use or occupation of the Premises, or such franchises, licenses and permits as may be appurtenant or related to the use of the Premises, this transaction or any documents to which Landlord is a party.

**"Increased Expense Proposal"** has the meaning set forth in Paragraph 8.5.2 of the Lease Summary.

**"Initial Lease Term"** or **"Initial Term"** has the meaning set forth in Paragraph 2.1 of the Lease Summary.

**"Insurance Account"** means a separate depository account maintained by Landlord at an Acceptable Bank under the terms of the Stadium Lease for the purpose of holding, applying, investing and transferring the Insurance Fund.

**"Insurance Fund"** means the segregated fund established for the Insurance Proceeds and held in the Insurance Account.



**"Insurance Proceeds"** means insurance proceeds paid pursuant to the policies of insurance for loss of or damage to the Premises.

**"Intangible Property License Agreement"** means the Intangible Property License Agreement, which shall be attached as an Exhibit to the Stadium Lease, as the same may thereafter be amended by the mutual approval of Landlord and Tenant.

**"Intellectual Property Rights"** means any licenses, permits, franchises, trade secrets, intellectual property rights, trademarks, patents or copyrights relating to the usage of any product, process, method, substance, material or technology necessary for the use, operation, maintenance and enjoyment of the Premises.

**"Landlord"** has the meaning set forth in the introductory Paragraph of the Lease Summary.

**"Landlord Affiliate"** means the City, the Redevelopment Agency and any entity created by the City or Landlord in which the City or Landlord has the power to appoint the board of directors or the legal authority to control the actions of such entity.

**"Landlord Mortgage"** means a Mortgage that encumbers the Landlord's Estate.

**"Landlord Mortgagee"** means the holder of a Landlord Mortgage, and its successors and assigns, provided that Tenant has received Notice of its name and address and a copy of its Landlord Mortgage.

**"Landlord's Estate"** means the leasehold interest of Landlord under the Ground Lease, together with Landlord's interest in the Stadium Lease, or any renewal, replacement, or other lease of the Premises.

**"League Events"** means the Super Bowl, the Pro Bowl Game and any other similar football exhibitions or events sponsored by the NFL that are typically hosted by different franchises from year to year. Except to the extent expressly provided to the contrary, League Events shall constitute NFL Games for purposes of the Stadium Lease.

**"Lease Expiration Date"** has the meaning set forth in Paragraph 2.1 of the Lease Summary.

**"Lease Term"** has the meaning set forth in Paragraph 2.2 of the Lease Summary.

**"Lease Year"** means each consecutive twelve (12) month period during the Lease Term, beginning on the Commencement Date; provided, however, that, (a) if the Commencement Date occurs on or after July 1st of any calendar year, then the first (1st) Lease Year shall begin on the Commencement Date, and end on the next following June 30th; (b) if the Commencement Date occurs on a date preceding July 1st of any calendar year, then the first (1st) Lease Year shall begin on July 1st of such calendar year, and Tenant's use of the Premises prior to July 1st shall be subject to the terms and conditions of a license agreement, in a form acceptable to Tenant and the Stadium Authority, to allow Tenant access and use of the Premises; and (c) the last Lease Year shall end on the Lease Expiration Date or any earlier termination of the Stadium Lease.

**"Leasehold Estate"** means the leasehold estate in the Premises and all improvements and fixtures owned by Landlord, if any, granted to Tenant under the Stadium Lease and all other rights, title and interest granted to Tenant under the Stadium Lease.

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

**"Lien"** means, with respect to any property, any mortgage, lien, pledge, charge or security interest, and with respect to the Premises and the Stadium, the term Lien shall also include any liens for taxes or assessments, builder, mechanic, warehouseman, materialman, contractor, workman, or repairman lien or other similar liens, including, but not limited to Mechanic's Liens.

**"Line of Credit Agreement"** has the meaning set forth in the DDA.

**"Maintain"** and **"Maintenance"** means all work (including all labor, supplies, materials and equipment) which is of a routine, regular, and predictable nature and reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures (including, but not limited to, media plug-ins and cable and all wiring attendant thereto), equipment, furnishings, and improvements that form any part of the Premises (including, but not limited to, machinery, pipes, plumbing, wiring, gas and electric fittings, elevators, escalators, showers, toilets and restroom facilities, first aid facilities, spectator and other seating, access to the Stadium or any other component of the Premises) in order to preserve such items in the Required Condition. Maintenance shall include, but not be limited to, the following: (a) preventative or routine maintenance that is stipulated in the operating manuals for the components as regular, periodic maintenance procedures; (b) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems, including field equipment; (c) ongoing trash removal; (d) regular maintenance procedures for heating, ventilating and air-conditioning, plumbing, electrical and structural systems and vertical lift systems (e.g., escalators and elevators), such as periodic cleaning of the Premises, lubrication, and changing air filters and lights; (e) painting of a routine, regular and predictable nature; (f) cleaning, including restocking of hand soap, hand towels and toilet paper, prior to, during and following, and necessary as a direct result of, all Stadium Events; (g) Groundskeeping Services; (h) changing of light bulbs, ballasts, fuses and circuit breakers, as they burn out; (i) replacement of all Playing Field light bulbs as may be or become necessary for proper lighting of the Playing Field and the seating area around the Playing Field, both for day games and night games; (j) all renewals and replacements of equipment parts and components, that are not Capital Repairs, as may be necessary to maintain the Stadium and the Landlord's Property in the Required Condition; and (k) any other work of a routine, regular and generally predictable nature that is necessary to keep the Premises and the Stadium Authority Parking Facilities in the Required Condition. Maintenance shall also include any work reasonably necessary to repair, restore, refurbish or replace any equipment, facility, structure or other component of the Premises that has become dysfunctional as a result of a Party's failure to perform its maintenance obligations under the Stadium Lease or a Party's negligence or other breach of its obligations under the Stadium Lease.

**"Market Rent"** has the meaning set forth in Paragraph 6.2.2 of the Lease Summary.

"**Market Rent Deadline**" has the meaning set forth in Paragraph 6.2.2 of the Lease Summary.

"**Market Rent Election**" has the meaning set forth in Paragraph 6.2.2 of the Lease Summary.

"**Market Reset Termination Date**" has the meaning set forth in Paragraph 6.2.4 of the Lease Summary.

"**Marks**" means any and all trademarks, service marks, names, symbols, words, logos, designs, slogans, emblems, mottos, and brand or team designations (and any combination thereof) in any tangible medium used or hereafter developed.

"**Mitigation Measures and Conditions of Approval**" has the meaning set forth in the DDA.

"**Mortgage**" means any mortgage, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) security instrument(s) or agreement(s) intended to grant a lien or otherwise encumber or create an interest in real property as security for any obligation, as the same may be increased, decreased, amended, modified, renewed, extended, restated, assigned (wholly or partially), collaterally assigned, or supplemented from time to time, unless and until paid, satisfied, and discharged of record. A participation interest in a Mortgage (or partial assignment of the secured loan) does not itself constitute a Mortgage. The term "Mortgage" includes Fee Mortgages, Landlord Mortgages and Tenant Mortgages.

"**Net Hotel CFD Revenue**" means, for each Lease Year, the revenue from CFD Taxes (as that term is defined in the DDA) for such Lease Year, minus any debt payments made during such Lease Year pursuant to the CFD Reimbursement Agreement (as that term is defined in the DDA).

"**Net Income from Non-NFL Events**" means, for each Lease Year, the Non-NFL Event Revenue for such Lease Year, minus the Non-NFL Event Expenses for such Lease Year.

"**Net NFL Ticket Surcharge Proceeds**" are (a) the proceeds received by the Stadium Authority from the NFL Ticket Surcharge, less (b) if the Stadium Authority issues bonds or enters into other financing arrangements to fund the initial construction of the Stadium that are secured by and paid from the annual revenue derived from the NFL Ticket Surcharge ("**NFL Ticket Surcharge Financing**"), the portion of such proceeds that are not needed to pay debt service or costs of the NFL Ticket Surcharge Financing, including releases from NFL Ticket Surcharge bond reserves, if any.

"**Net Revenues**" shall mean the gross revenues from the sale of the particular item, less deductions for the following, but only to the extent directly related to the sale of the particular item: (a) reasonable operating expenses, (b) reasonable costs and expenses incurred in connection with marketing and selling the particular item, including commissions, (c) in the case of the sales of SBLs, the cost of any benefits granted to the holders of SBLs, such as complimentary food and beverage, and (d) applicable Taxes.

"**NFL**" means the National Football League, a not-for-profit association having its chief executive office currently located at 280 Park Avenue, New York, New York 10017 and any successor thereto.

"**NFL Advertising and Sponsorship Revenue**" has the meaning set forth in Paragraph 13.5 of the Lease Summary.

"**NFL Broadcast Rights**" means Broadcast Rights relating to NFL Games and other NFL Events and activities related thereto, including Tenant Incidental Uses, training, practices and football exhibitions.

"**NFL Event Expenses**" means the direct costs and expenses of any NFL Event, and all incremental costs and expenses attributable to NFL Events.

"**NFL Events**" has the meaning set forth in Paragraph 4.2.2 of the Lease Summary.

"**NFL Events Revenue**" has the meaning set forth in Paragraph 13.3 of the Lease Summary.

"**NFL Football Season**" means that period of time commencing on the day that the Team (or, if applicable, any Second Team) hosts its first NFL Game in the Stadium in any season scheduled by the NFL, and ending on the day of the Team's (or, if applicable, any Second Team's) last NFL Game in the Stadium (including post-season play, if any) in such season.

"**NFL Game Private Parking Spaces**" means the Private Parking Facilities to which Tenant has rights from time to time to use for NFL Home Games.

"**NFL Game Public Parking Spaces**" means the parking spaces owned or controlled by the Stadium Authority from time to time that Tenant shall be permitted to use for NFL Home Games, as more particularly described in the Summary of Parking Rights.

"**NFL Games**" means NFL or other professional football games, as more particularly described in Paragraphs 4.2.1 and 4.4.1 of the Lease Summary.

"**NFL Home Games**" means NFL Games played in the Stadium in which the Team or any Second Team is the home team.

"**NFL Parking Plan**" has the meaning set forth in Paragraph 7.4.1(a) of the Lease Summary.

"**NFL Rules and Regulations**" means the Constitution and Bylaws of the NFL, the Articles of Association and Bylaws of the NFL Management Council, any amendments to any such document, any interpretations of any such document issued from time to time by the NFL Commissioner, and all other applicable rules, resolutions or policies as the NFL, the NFL Management Council, or the NFL Commissioner may issue from time to time.

"**NFL Ticket Revenue**" has the meaning set forth in Paragraph 13.3.1 of the Lease Summary.

"**NFL Ticket Surcharge**" has the meaning set forth in Paragraph 12.1.1 of the Lease Summary.

"**NFL Ticket Surcharge Financing**" has the meaning set forth above.

"**Non-Consumable Concessions**" means the sale in or from the Stadium Complex, of souvenirs, apparel and merchandise (including, without limitation, NFL novelties and licensed items) and other non-edible items, goods, services, equipment and wares.

"**Non-Disturbance Agreement**" means a Recognition, Non-Disturbance and Attornment Agreement, in a form to be set forth as an Exhibit to the Stadium Lease, modified as necessary during the Lease Term in Tenant's or any Tenant Mortgagee's reasonable judgment to reflect the parties and the nature and circumstances of the Estates that such Non-Disturbance Agreement affects.

"**Non-NFL Event Advertising Revenue**" has the meaning set forth in Paragraph 12.9 of the Lease Summary.

"**Non-NFL Event Advertising Rights**" means transient electronic advertising on the areas of the Stadium scoreboards to be identified on an Exhibit to the Stadium Lease, as the same may be amended by agreement of the Parties from time to time, that is purchased exclusively for and displayed exclusively during Non-NFL Events, as well as promotional events and activities occurring exclusively during Non-NFL Events.

"**Non-NFL Event Expenses**" means the direct costs and expenses of any Non-NFL Event, all incremental costs and expenses of operating, managing and Maintaining the Premises that are attributable to Non-NFL Events, including the administrative and marketing expenses related to obtaining Non-NFL Events, and such amounts of Stadium overhead as shall be approved by the Stadium Authority and Tenant pursuant to terms and conditions to be negotiated in good faith in connection with the Stadium Lease.

"**Non-NFL Event Revenue**" has the meaning set forth in Paragraph 12.8 of the Lease Summary.

"**Non-NFL Events**" has the meaning set forth in Paragraph 4.6.1 of the Lease Summary.

"**Non-NFL Ticket Surcharge**" has the meaning set forth in Paragraph 5.2.2 of the Lease Summary.

"**Non-Relocation Agreement**" has the meaning set forth in the DDA.

"**Notice**" means any approval, consent, demand, designation, request, election, or other notice that any party gives regarding the Stadium Lease, including, but not limited to, one relating to any Default, alleged Default, Event of Default, or termination (or alleged termination) of the Stadium Lease, that any party gives regarding the Stadium Lease.

"**Off-Site Parking Permit**" has the meaning set forth in Paragraph 7.4.1(b) of the Lease Summary.

"**Operating Expense Reserve**" means an amount to be retained by the Stadium Authority from Stadium Authority Revenue that shall be used to fund certain Stadium Authority Expenses, as

shall be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease.

**"Option Notice"** has the meaning set forth in Paragraph 2.2 of the Lease Summary.

**"Owners' Club"** means the Suites, including the Team Suite, and related Club Facilities as shall be depicted on the Site Plan, which shall be available for the exclusive use of Tenant, the Team, any Second Team and their respective invitees; provided, however, that Tenant may, at any time and from time to time, relocate, redesign, reconfigure, expand or reduce, or otherwise modify the Owners' Club.

**"Owners' Club Licensees"** means the licensees of the Suites located in the Owners' Club and their invitees.

**"Parties"** or **"Party"** has the meaning set forth in the introductory Paragraph of the Lease Summary.

**"Per Game Factor"** has the meaning set forth in Paragraph 7.5.3(b) of the Lease Summary.

**"Performance-Based Rent"** has the meaning set forth in Paragraph 6.4.2 of the Lease Summary.

**"Performance-Based Rent Credits"** has the meaning set forth in Paragraph 6.4.3 of the Lease Summary.

**"Permitted Credits Carry-forward"** has the meaning set forth in Paragraph 6.4.3 of the Lease Summary.

**"Permitted Encumbrances"** means those Encumbrances set forth on Exhibit G attached to the DDA. In addition, Permitted Encumbrances includes (i) the Permitted Landlord Financing, and (ii) any utility easements granted to third parties after the Effective Date, in the ordinary course of business, to service the Premises, provided that such easements do not adversely affect the rights of Tenant under the Stadium Lease, or the intended use of the Premises. Except as approved by Tenant, Permitted Encumbrances shall not include any renewals, modifications, extensions, amendments or supplements to any of the Encumbrances set forth on Exhibit G attached to the DDA.

**"Permitted Landlord Financing"** means the Stadium Authority Financing and Takeout Financing, each as defined in the DDA.

**"Permitted Uses"** has the meaning set forth in Paragraph 4.1 of the Lease Summary.

**"Person"** means any individual (including an individual acting as a trustee of a trust), partnership, corporation, limited liability company, unincorporated association, joint venture or other entity or association, the United States, any State or political subdivision thereof, any municipal government, or any agency or subdivision of any one or more of the foregoing.

**"Physical Obsolescence"** and **"Physically Obsolete"** means any equipment, fixture, furnishing, facility, surface, structure or any other component of the Premises that does not comply with

Applicable Laws or has become dysfunctional due to defects in design, materials or workmanship or ordinary wear and tear other than as a result of a Party's failure to perform its Maintenance obligations under the Stadium Lease or a Party's negligence or other breach of its obligations under the Stadium Lease. For purposes of determining Physical Obsolescence or Physically Obsolete, any equipment, fixture, furnishing, facility, surface, structure or any other component shall be deemed dysfunctional if such equipment, fixture, furnishing, facility, surface, structure or any other component has deteriorated to a degree that cannot be remedied through Maintenance.

**"Playing Field"** means the area within the Stadium upon which NFL Games are played, including the area between the end zones, the area within each end zone, and the area lying outside the side lines and end zones, as shall be delineated on an Exhibit to the Stadium Lease, as same may be removed, replaced or covered for other Stadium Events and meeting the requirements of NFL Rules and Regulations therefor.

**"Pourage Rights"** means the exclusive right in accordance with Applicable Laws to designate on an exclusive or non-exclusive basis the provider of beverage brands to, at or in the area in question.

**"Premises"** has the meaning set forth in Paragraph 1.1 of the Lease Summary.

**"Premium Seating"** means the Suites, Club Seats and any other type of preferred location seating available at the Stadium, including Playing Field passes.

**"Premium Seating Revenue"** has the meaning set forth in Paragraph 13.4 of the Lease Summary.

**"Premium Stadium Areas"** means the club and other premium areas of the Stadium, as shall be depicted on the Stadium Plans and generally depicted on the Site Plan; provided, however, that Tenant may, at any time and from time to time, with the approval of the Stadium Authority, which approval shall not be unreasonably withheld, conditioned or delayed as provided in ARTICLE 11 of the Lease Summary, relocate, redesign, reconfigure, expand or reduce, or otherwise modify the Premium Stadium Areas.

**"Private Parking Facilities"** means the private parking lots that contract with Tenant or the Stadium Authority to provide parking for Stadium Events.

**"Procurement Guidelines"** means the guidelines for the Parties' procurement of services relating to the operation and management of the Stadium, as shall be set forth in the Stadium Lease Documents.

**"Public Parking Parcels"** means the parcels owned by the City or the Agency to be used for parking for Stadium Events, as described in the Summary depicted on an Exhibit attached to the DDA, and (b) any land now or hereafter acquired or leased by Landlord, the City or a City Affiliate, in each instance for the purpose of satisfying the parking requirements of Landlord to Tenant under the Stadium Lease Documents or any other agreement between Landlord and Tenant, all of which land shall be located within the boundary to be set forth in the Stadium Lease. The identity of the Public Parking Parcels may change from time to time, so long as such

land is located within the boundaries set out herein and the location of which is reasonably acceptable to Tenant. All of the land described in clauses (a) and (b) above shall be improved and used for parking.

**"Public Safety Capital Expenditures"** means reasonable capital expenditures required for public safety for operation of the Stadium.

**"Public Safety Costs"** means the actual and reasonable costs of police, traffic control, fire, emergency services and similar services attributable to Stadium Events incurred by the City in implementing the Public Safety Plan, including the fair share of Public Safety Capital Expenditures as described in Paragraph 7.5.2 of the Lease Summary.

**"Public Safety Costs Threshold"** has the meaning set forth in Paragraph 7.5.3(b) of the Lease Summary.

**"Public Safety Plan"** means the public safety plan to be adopted by the City and the Stadium Authority from time to time, in consultation with the City's Chief of Police and Tenant, describing procedures for traffic management, security and public safety at NFL Games and other large events at the Stadium, include procedures for police and fire personnel stationed in and around the Stadium, as well as private security. The initial Public Safety Plan for the Stadium shall be attached as an Exhibit to the Stadium Lease.

**"Rent"** means the Facility Rent and Tenant's proportionate share of the Shared Stadium Expenses.

**"Required Condition"** has the meaning set forth in Paragraph 7.1.1 of the Lease Summary.

**"Required Management Standards"** shall mean and refer to the satisfaction of all of the following requirements with respect to any Person: (a) that such Person shall have nationally-recognized expertise in the management and operation of Comparable Facilities operated for Comparable Users; (b) that such Person shall have sufficient experienced on-site personnel necessary to manage and operate the Stadium and, if applicable, the Stadium Parking Areas, in the Required Condition consistent with other Comparable Facilities operated for Comparable Users; and (c) that such Person has the financial ability to meet its obligations.

**"Required Utilities"** has the meaning set forth in Paragraph 7.7.1 of the Lease Summary.

**"Management Company Revolving Loan"** means the Revolving Loan to be provided by the Stadium Manager, as more particularly described in the Line of Credit Agreement Summary, which is attached to the DDA as Exhibit P.

**"SBL Agreement"** means the agreement pursuant to which a Person is entitled to a Stadium Builder's License.

**"SBLs"** and **"Stadium Builders Licenses"** means the licenses issued to Persons pursuant to the SBL Agreement for the right to purchase season tickets for NFL Games in the Stadium in which the Team is the home team, and a preferential right to purchase Tickets for Non-NFL Events.



"**Scheduled**" and other forms of that term when used in reference to an NFL Game, NFL Event, Tenant Incidental Use, Non-NFL Event or Civic Event refers to the condition when an NFL Game, NFL Event, Tenant Incidental Use, Non-NFL Event or Civic Event has been scheduled with the Stadium Manager on a particular date at the Premises in accordance with the applicable terms of the Stadium Lease Documents.

"**Second Audit**" has the meaning set forth in Paragraph 8.4.2 of the Lease Summary.

"**Second Team**" has the meaning set forth in Paragraph 16.2 of the Lease Summary.

"**Second Team Capital Reserve Deposit**" means, for the first Lease Year in which a Second Team plays and hosts NFL Games in the Stadium as the home team, other than in connection with any Temporary Second Team Occupancy, the sum of One Million Dollars (\$1,000,000.00). For the second and each succeeding Lease Year in which a Second Team plays and hosts NFL Games in the Stadium as the home team, the Second Team Capital Reserve Deposit shall increase by three percent (3%).

"**Second Team Sublease**" has the meaning set forth in Paragraph 16.2 of the Lease Summary.

"**Second Team Temporary Occupancy Period**" has the meaning set forth in Paragraph 17.2 of the Lease Summary.

"**Service Rights**" means the exclusive right to designate service rights to be provided on an exclusive or non-exclusive basis to, at or in the area in question.

"**Shared Stadium Expenses**" has the meaning set forth in Paragraph 8.1 of the Lease Summary.

"**Signage**" shall mean all signage and any and all other media (whether now existing or developed in the future) used for Advertising and Sponsorships or other marketing purposes in or on the Stadium Complex, including any signage or other media located in or on the Stadium, the Scoreboard, the video boards (including "JumboTron"-type screens), advertising signs, banners or displays, time clocks, message boards, billboards, public address announcements, and any other media (whether now existing or developed in the future) located in, on or upon the Stadium Complex through which a Person holding rights pursuant to an agreement with another advertises or markets or may advertise or market any products, services, events or any other items.

"**Special Events Unit**" has the meaning set forth in Paragraph 7.5.5(a) of the Lease Summary.

"**StadCo Agency Advance**" has the meaning set forth in the DDA.

"**Stadium**" means the approximately 68,500 seat stadium (with the possibility for expansion to approximately 75,000 seats for special events), which is to be constructed by Landlord within the Stadium Site in accordance with the Construction Agency Agreement. Any reference to Stadium shall include any part or portion thereof, unless the context otherwise requires.

"**Stadium Administrative Offices**" has the meaning set forth in Paragraph 4.6.4 of the Lease Summary.

**"Stadium Admissions Tax"** means any Taxes or other Impositions imposed on any Tickets sold as admission to any Stadium Event.

**"Stadium Ancillary Property"** means (a) all of the Adjacent Plaza Areas (as shall be depicted on the Site Plan), driveways, walkways and other access ways, curbs, fences and other barriers, directional and informational signage, ticket booths, light fixtures and landscaping located on the land leased by the Stadium Authority pursuant to the Ground Lease and (b) all other appurtenant fixtures, structures and improvements relating to such items described in the foregoing clause (a).

**"Stadium Authority"** has the meaning set forth in the introductory Paragraph of the Lease Summary.

**"Stadium Authority Concession Revenue"** has the meaning set forth in Paragraph 12.7 of the Lease Summary.

**"Stadium Authority Construction Sources"** means the sources of funds that the Stadium Authority shall use to pay costs to develop the Stadium either directly or as pledged sources of funds to repay Stadium construction financings undertaken by the Stadium Authority.

**"Stadium Authority Discretionary Expenses"** means the costs and expenses incurred by the Stadium Authority that are not either approved by Tenant as part of the Annual Shared Stadium Expense Budget or the Capital Expenditure Plan or approved (for purposes of availability of the Management Company Revolving Loan) by the Stadium Manager in the Line of Credit Agreement (or, in either case, resolved by Expedited ADR as provided in the Stadium Lease and Line of Credit Agreement), which costs and expenses must be paid for by the Stadium Authority Discretionary Fund or another funding source reasonably approved by the Stadium Manager, or must not be incurred.

**"Stadium Authority Discretionary Fund"** means the separate account, under the management and control of the Stadium Authority, which may be used by the Stadium Authority to pay Stadium Authority Discretionary Expenses.

**"Stadium Authority Event Expenses"** has the meaning set forth in Paragraph 4.6.3 of the Lease Summary.

**"Stadium Authority Events"** means, collectively, Non-NFL Events and Civic Events; provided, however, that if the Stadium Authority exercises the Stadium Authority Put Right as provided in Paragraph 5.1 of the Lease Summary, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, Stadium Authority Events shall mean only Civic Events.

**"Stadium Authority Exclusive Facilities"** means the Stadium Administrative Offices and other areas to be negotiated in good faith by the Stadium Authority and Tenant in connection with the Stadium Lease (e.g., police lock-up and control room), as the same may be modified by mutual agreement of the Parties.

**"Stadium Authority Expenses"** means, for each Lease Year, the sum of (a) the rent paid to the City during such Lease Year under the Ground Lease; (b) all costs and expenses paid by the Stadium Authority in operating, managing and Maintaining the Premises during such Lease Year, including (i) the amount of the Annual Capital Reserve Amount deposited by the Stadium Authority into the Stadium Capital Expenditure Reserve, (ii) the Stadium Authority's proportionate share of Shared Stadium Expenses and (iii) all amounts paid by the Stadium Authority to the Stadium Manager pursuant to the Stadium Management Agreement that are not otherwise included among the Shared Stadium Expenses, including any incentive fees relating to Stadium Authority Events; (c) all actual, out-of-pocket costs paid by the Stadium Authority in connection with Non-NFL Events during such Lease Year, including Public Safety Costs; (d) all amounts paid by the Stadium Authority during such Lease Year for scheduled debt service on the loans, bonds and other financing of the Stadium Authority permitted under the Stadium Lease, including scheduled debt service on the Management Company Revolving Loan and the Subordinated Loan; and (e) all required prepayments of the Management Company Revolving Loan. For purposes of determining the amount of Excess Revenues for any Lease Year, Stadium Authority Expenses shall exclude Stadium Authority Discretionary Expenses and costs and expenses paid by the Stadium Authority in connection with Civic Events.

**"Stadium Authority Parking Facilities"** means, collectively, the parking spaces situated from time to time on the Stadium Site (excluding Tenant's Parking Spaces) and on the Public Parking Parcels, including in any parking structure located thereon (i.e., surface lots and parking structures owned or controlled by the Stadium Authority), as more particularly described in the Summary of Parking Rights.

**"Stadium Authority Parking Revenue"** has the meaning set forth in Paragraph 12.6 of the Lease Summary.

**"Stadium Authority Parking Spaces"** means the parking spaces on the Stadium Site, as shall be determined in the Stadium Lease.

**"Stadium Authority Put Notice"** has the meaning set forth in Paragraph 5.1 of the Lease Summary.

**"Stadium Authority Put Right"** has the meaning set forth in Paragraph 5.1 of the Lease Summary.

**"Stadium Authority Reset Termination Payment"** has the meaning set forth in Paragraph 6.2.4(a) of the Lease Summary.

**"Stadium Authority Revenue"** has the meaning set forth in ARTICLE 12 of the Lease Summary.

**"Stadium Authority Season"** has the meaning set forth in Paragraph 1.3.2 of the Lease Summary.

**"Stadium Capital Expenditure Reserve"** means the segregated capital repair and replacement fund held in the Stadium Capital Expenditure Reserve Account.

**"Stadium Capital Expenditure Reserve Account"** means a separate depository account maintained by the Stadium Authority at an Acceptable Bank for the purpose of holding, applying, investing and transferring the Capital Expenditure Reserve Fund. The Capital Expenditure Reserve Account shall be separate from, and shall not be a part of, any other fund or account of the Stadium Authority.

**"Stadium Club"** has the meaning set forth in Paragraph 4.3.2 of the Lease Summary.

**"Stadium Commercial Areas"** means, collectively, the Team Store, the Hall of Fame and those portions of the Stadium to be leased to Third-Party Tenants from time to time. The Parties intend that, upon the Commencement Date, the Stadium Commercial Areas shall be the areas designated as Stadium Commercial Areas on the Site Plan. The Stadium Commercial Areas may be modified from time to time subject to the approval of Tenant and the Stadium Authority.

**"Stadium Complex"** means the Stadium and the Stadium Ancillary Property.

**"Stadium Components"** means the components of the Stadium, as distinct from the Stadium as a whole, including, without limitation, Stadium gates, levels, plazas, concession areas, scoreboards, locker rooms and seating areas.

**"Stadium Components Sponsorship Rights"** means all Advertising and Sponsorship Rights relating to the Stadium Components.

**"Stadium Components Sponsorship Rights Revenue"** means all Net Revenues from the sale of Stadium Components Sponsorship Rights.

**"Stadium Contracts"** means any service contract, equipment lease, maintenance and warranty contract or other material contract entered into by the Stadium Authority that relate to the Stadium or goods or services provided thereto.

**"Stadium Events"** means any NFL Game or other NFL Event, Non-NFL Event or Civic Event, but excluding Tenant Incidental Uses, in or on the Premises.

**"Stadium Lease Documents"** means the Stadium Lease and all other agreements entered into by the Parties from time to time in connection with the Stadium Lease, including the Stadium Operations Agreement, the Stadium Parking Plan, the Stadium Signage Plan, the TMOP, the Stadium Operation and Maintenance Plan, the Stadium Management Agreement, Line of Credit Agreement, and the Capital Expenditure Plan, as the same may be amended, supplemented, modified, renewed or extended from time to time.

**"Stadium Management Agreement"** means the agreement to be entered into by and between the Stadium Authority, Tenant and the Stadium Manager with respect to the operation and management of the Stadium.

**"Stadium Manager"** has the meaning set forth in Paragraph 7.2 of the Lease Summary.

**"Stadium Naming Rights"** means, subject to terms and conditions to be included in the Stadium Lease Documents, any and all of the rights to (a) assign and designate a Stadium name, (b) give

or designate attributions for the Stadium, (c) display such Stadium name or attributions, and any associated Marks, on or from the Stadium, (d) use, mark and associate the Stadium name with merchandise or services, and (e) from time to time change the Stadium name or attributions for the Stadium. Stadium Naming Rights shall not include Stadium Components Sponsorship Rights or any Advertising and Sponsorship Rights.

**"Stadium Naming Rights Agreement"** means the agreement to be entered into by and between the Stadium Authority and one or more Persons with respect to the sale of the Stadium Naming Rights, which agreement shall be in form and substance acceptable to Tenant.

**"Stadium Naming Rights Revenue"** means all Net Revenues from the sale of Stadium Naming Rights pursuant to the Stadium Naming Rights Agreement. Stadium Naming Rights Revenue shall not include Stadium Components Sponsorship Rights Revenue, or any revenue from the sale of Advertising and Sponsorship Rights.

**"Stadium Naming Rights Sponsor"** means the Person or Persons who enter into the Stadium Naming Rights Agreement with the Stadium Authority.

**"Stadium Operation and Maintenance Plan"** means the operation and maintenance plan for the Stadium, as the same may be amended or supplemented by Landlord and Tenant from time to time, which shall be designed to achieve a safe and well-maintained Stadium, and shall include the standards for management and operation of the Stadium, including the required security, staffing and other required elements of hosting Stadium Events.

**"Stadium Parking Areas"** means the Stadium Authority Parking Facilities, Public Parking Parcels and Private Parking Facilities.

**"Stadium Parking Plan"** means, as described in Paragraph 7.4.1(c) of the Lease Summary, the parking plan for the Stadium, as the same shall be updated from time to time, which shall provide, in the reasonable judgment of the Stadium Authority and Tenant in accordance with the Mitigation Measures and Conditions of Approval, for a number of parking spaces or alternative transportation options sufficient to meet the parking and other transportation management requirements for the Stadium Events that are Scheduled for each Lease Year.

**"Stadium Personal Property"** means all furniture, fixtures, equipment, furnishings, machinery, and all other components and personal property owned by, or leased to, the Stadium Authority that is from time to time located on the Premises, together with all additions, alterations and replacements thereof (whether replaced by either Party), including all furniture, fixtures, equipment, furnishings, machinery, displays, Signage, Scoreboards and other personal property installed, affixed, attached or supplied to the Premises by the Stadium Authority pursuant to the terms of the Construction Agency Agreement and any additions, changes or alterations thereto or replacements or substitutions therefor. Stadium Personal Property does not include Tenant's Personal Property or any personal property owned or leased by any Third-Party Tenants (or sub-tenants or licensees of Tenant permitted under the Stadium Lease), licensees or invitees that may from time to time be brought onto the Premises.

**"Stadium Records"** has the meaning set forth in Paragraph 8.4 of the Lease Summary.

"**Stadium Rules and Regulations**" has the meaning set forth in Paragraph 4.3.1(a) of the Lease Summary.

"**Stadium Signage Plan**" means the signage plan for the Stadium, which shall be attached as an Exhibit to the Stadium Lease, as the same may, subject to Tenant's right to reasonably determine the location of Signage attendant to Advertising and Sponsorship Rights and Stadium Components Sponsorship Rights, as provided in Paragraphs 14.2 and 14.3 of the Lease Summary, thereafter be amended by the mutual approval of Landlord and Tenant.

"**Stadium Site**" has the meaning set forth in the DDA.

"**Stadium Video Facilities**" means the facilities located in the Stadium for the operation of, and the production of content for, the scoreboards, "ribbon" boards and other electronic screens and displays in and about the Premises.

"**Subordinated Loan**" has the meaning set forth in the DDA.

"**Substantial Completion Date**" has the meaning set forth in the Construction Agency Agreement.

"**Suites**" means the private, enclosed suites constructed within the Stadium from time to time.

"**Summary of Parking Rights**" has the meaning set forth in Paragraph 7.3.1(a) of the Lease Summary.

"**Tax**" means any tax, assessment, levy or similar charge.

"**Tenant Concession Revenue**" means Net Revenues received by Tenant from Concessionaires engaged in the sale of food, beverages and other goods in the Stadium or on Stadium Authority Parking Facilities during the Tenant Season or during NFL Events occurring during the Stadium Authority Season.

"**Team Store**" means the retail store(s) located in the Stadium designated as a "Team Store" from time to time by Tenant and the Stadium Authority, in which Tenant and the Team shall have the right to sell souvenirs, apparel and merchandise (including, without limitation, NFL novelties and licensed items) and other non-edible items, goods, services, equipment or wares relating to the Team or any Second Team. The Parties intend that, upon the Commencement Date, the Team Store shall be the retail store(s) shown on the Site Plan.

"**Team Sublease**" has the meaning set forth in Paragraph 16.1 of the Lease Summary.

"**Team Suite**" or "**Team Suites**" means the Suite or Suites designated from time to time by Tenant for use by the owner of the Team and any Second Team.

"**Telecommunications Products or Services**" means local and long-distance land line and wireless telephone services, yellow pages and directory services (including on-line and Internet based), network integration, inside wiring and cabling, fiber deployment, basic network infrastructure, public communications, pay telephones, calling cards (including prepaid), voice

mail, Internet services, programming, transmission of voice and data, interactive communications, virtual or enhancements of the same, land line and wireless video and data services, cable and wireless television services, paging services, home security services and telecommunications equipment and any other similar or related products or services.

**"Telecommunications Rights"** means any and all of the rights to the full use and enjoyment and to control, provide, conduct, lease, license, grant concessions with respect to and contract for, Telecommunication Products or Services to or for the Stadium, including the right to sell or license the right to provide Telecommunications Products or Services on an exclusive or nonexclusive basis.

**"Temporary Second Team Occupancy"** has the meaning set forth in Paragraph 17.2 of the Lease Summary.

**"Tenant"** has the meaning set forth in the introductory Paragraph of the Lease Summary.

**"Tenant Event Expenses"** has the meaning set forth in Paragraph 7.1.1(a) of the Lease Summary.

**"Tenant Events"** has the meaning set forth in Paragraphs 4.2.3 and 5.2.2 of the Lease Summary.

**"Tenant Incidental Uses"** has the meaning set forth in Paragraph 4.3.2 of the Lease Summary.

**"Tenant Mortgage"** means a Mortgage that encumbers the Stadium Lease and the Leasehold Estate created thereby.

**"Tenant Mortgagee"** means a holder of a Tenant Mortgage (and its successors and assigns), provided: (a) it is not an Affiliate of Tenant; and (b) Landlord has received notice of its name and address and a copy of its Tenant Mortgage.

**"Tenant Parking Revenue"** has the meaning set forth in Paragraph 13.6 of the Lease Summary.

**"Tenant Party"** or **"Tenant Parties"** means Tenant, the Team, any Second Team, any other Tenant Transferee, or any of their respective officers, directors, employees, agents, contractors or invitees.

**"Tenant Revenue"** has the meaning set forth in Paragraph 13.2 of the Lease Summary.

**"Tenant Season"** means that period during each Lease Year commencing on August 1 and ending on January 31 (subject to extension in any Lease Year if an NFL Game (whether pre-season, regular season or post-season) in the Stadium is scheduled by the NFL before August 1 or after January 31); provided, however, that if the Stadium Authority exercises the Stadium Authority Put Right as provided in Paragraph 4.10.3 of the Lease Summary, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term (including any Extension Terms), the Tenant Season shall mean the entirety of the Lease Year.

**"Tenant Season Expansion Date"** has the meaning set forth in Paragraph 4.10.3 of the Lease Summary.

"**Tenant Service Revenue**" has the meaning set forth in Paragraph 13.3.2 of the Lease Summary.

"**Tenant Transferee**" means any Person, including the Team or any Second Team, to whom Tenant Transfers all or any portion of its right, title or interest in the Premises.

"**Tenant's Estimated Share**" has the meaning set forth in Paragraph 8.3.2 of the Lease Summary.

"**Tenant's Exclusive Concession Rights**" has the meaning set forth in Paragraph 7.3.1(a) of the Lease Summary.

"**Tenant's Exclusive Facilities**" means (a) the Stadium Commercial Areas, including the Team Store and the Hall of Fame, (b) administrative space for use by Tenant, the Team, any Second Team or any Tenant Parties, (c) the Stadium Ticket Office, provided that Tenant shall cooperate with the Stadium Authority to permit the Stadium Authority's use of the Stadium Ticket Office in connection with Non-NFL Events, subject to Tenant's reasonable security requirements, (d) locker rooms and related training space, (e) the Stadium Video Facilities, (f) the Owners' Club, including the Team Suite, (g) the Suite Tower (as shall be depicted on the Site Plan), including all Suites; and (h) such other areas designated for the exclusive use of Tenant, the Team, any Second Team or other Tenant Parties within the Premises, all as shall be depicted on the Stadium Plans and on an Exhibit to the Stadium Lease; provided, however, that Tenant may, at any time and from time to time, with the approval of the Stadium Authority, which approval shall not be unreasonably withheld, conditioned or delayed as provided in ARTICLE 11 of the Stadium Lease, relocate, redesign, reconfigure, expand or reduce, or otherwise modify Tenant's Exclusive Facilities.

"**Tenant's Market Reset Termination Notice**" has the meaning set forth in Paragraph 6.2.4 of the Lease Summary.

"**Tenant's O&M Obligations**" has the meaning set forth in Paragraph 7.1.2 of the Lease Summary.

"**Tenant's Parking Spaces**" means [*thirty-nine (39) parking spaces*] as shall be further specified in the Stadium Lease. [*Note - 18 in front of the Stadium and 21 from the retail spaces.*]

"**Tenant's Personal Property**" means, collectively, the furniture, fixtures, equipment, furnishings, machinery and all other components and personal property owned by, or leased to, Tenant (other than that leased to Tenant under the Stadium Lease), the Team or any Second Team, together with all additions, alterations and replacements thereof.

"**Tenant's Put Right Payment**" has the meaning set forth in Paragraph 5.2.1 of the Lease Summary.

"**Term**" has the meaning set forth in Paragraph 2.2 of the Lease Summary.



"**Ticket**" means the ticket or other indicia by which admission to the Stadium and, in some cases, admission to a Suite or other Premium Seating or Premium Stadium Areas, for Stadium Events is permitted and controlled.

"**TMOP**" means the Traffic Management and Operation Plan to be entered into by the Stadium Authority and Tenant in connection with the Stadium Lease, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof.

"**Transfer**" has the meaning set forth in ARTICLE 16 of the Lease Summary.

"**Unamortized Prepaid Rent**" has the meaning set forth in Paragraph 6.2.1(b) of the Lease Summary.

"**Utilities**" means water and sewer, gas, electricity, chilled water, telephone, cable, data lines and other utility services supplied to or used from time to time in the Premises.

"**Warranty/Other Claim**" has the meaning set forth in Paragraph 7.8.2 of the Lease Summary.

**EXHIBIT B  
TO STADIUM LEASE**

**RULES AS TO USAGE**

(1) "Include," "includes" and "including" shall be deemed to be followed by "but not limited to" whether or not they are in fact followed by such words or words of like import.

(2) "Writing," "written" and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

(3) Any agreement, instrument or Applicable Law defined or referred to in the Stadium Lease means such agreement or instrument or Applicable Law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Laws) by succession of comparable successor Applicable Laws and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(4) References to a Person are also to its permitted successors and assigns.

(5) Any term defined in the Stadium Lease Documents by reference to any agreement, instrument or Applicable Law has such meaning whether or not such agreement, instrument or Governmental Rule is in effect.

(6) "Hereof," "herein," "hereunder" and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to "Article," "Paragraph," "Subparagraph" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, paragraph, subparagraph or subdivision of or an attachment to such agreement or instrument. All references to exhibits or attachments in any agreement or instrument that is governed by this **Exhibit B** are to exhibits or appendices attached to such instrument or agreement.

(7) Pronouns, whenever used in any agreement or instrument that is governed by this **Exhibit B** and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships and associations of every kind and character.

(8) References to any gender include, unless the context otherwise requires, references to all genders.

(9) The word "or" will have the inclusive meaning represented by the phrase "and/or."

(10) "Shall," "will" and "must" have equal force and effect.

(11) Unless otherwise specified, all references to a specific time of day shall be based upon Pacific Standard Time or Pacific Daylight Savings Time, as applicable on the date in question in Santa Clara, California.

(12) References to "\$" or to "dollars" shall mean the lawful currency of the United States of America.

(13) The words "unreasonably withheld" shall mean unreasonably withheld, conditioned or delayed.

(14) Whenever the context may require, the singular form of nouns, pronouns and verbs shall include the plural, and vice versa.

DRAFT  
December 2, 2011

**SUMMARY OF STADIUM LEASE AGREEMENT**

**BY AND BETWEEN THE**

**SANTA CLARA STADIUM AUTHORITY**

**AND THE**

**FORTY NINERS STADIUM, LLC**

**DATED AS OF DECEMBER \_\_, 2011**

**DRAFT**

**TABLE OF CONTENTS**

|   | <b><u>Page</u></b> |
|---|--------------------|
| ARTICLE 1 LEASE .....   | 1                  |
| 1.1 Lease of the Premises.....  | 1                  |
| 1.2 Lease Year .....  | 1                  |
| 1.3 Appurtenant Rights .....  | 2                  |
| 1.4 Likeness of Stadium.....  | 3                  |
| 1.5 Delivery of Possession and Acceptance; Covenant of Quiet Enjoyment .....          | 3                  |
| 1.6 Leasehold Priority.....   | 4                  |
| 1.7 Relationship of Stadium Lease to DDA.....   | 4                  |
| 1.8 Early Occupancy.....  | 4                  |
| ARTICLE 2 TERM.....   | 5                  |
| 2.1 Initial Lease Term.....   | 5                  |
| 2.2 Options to Extend Term.....   | 5                  |
| ARTICLE 3 STADIUM DESIGN AND CONSTRUCTION .....                                       | 6                  |
| ARTICLE 4 USE .....   | 6                  |
| 4.1 Operation of an NFL Franchise .....   | 6                  |
| 4.2 Tenant's Permitted Uses – Tenant Season .....                                     | 6                  |
| 4.3 Tenant's Permitted Uses – Year Round .....  | 7                  |
| 4.4 Stadium Authority Season NFL Events – Subject to Scheduling<br>Coordination ..... | 10                 |
| 4.5 Reserved Rights .....   | 11                 |
| 4.6 Stadium Authority's Uses.....   | 11                 |
| 4.7 Premium Seating Licensees and Premium Stadium Area Uses.....                      | 13                 |
| 4.8 Event Scheduling Procedure .....  | 14                 |
| 4.9 Prohibited Uses .....   | 15                 |

**DRAFT**

4.10 Compliance with Applicable Laws .....15

ARTICLE 5 STADIUM AUTHORITY PUT RIGHT .....16

5.1 Stadium Authority Put Right .....16

5.2 Stadium Authority Put Right – Terms and Conditions.....18

ARTICLE 6 RENT .....19

6.1 Facility Rent.....19

6.2 Lease Year 25 Market Rate Adjustment.....20

6.3 Extension Terms .....21

6.4 Tenant Season Expansion Date - Facility Rent Adjustment.....21

6.5 Advance Payment of Facility Rent .....23

6.6 Interest on Delinquent Rent .....23

6.7 Additional Rent.....23

ARTICLE 7 STADIUM OPERATIONS.....23

7.1 Operation, Maintenance and Repair Obligations.....23

7.2 Stadium Management Company.....24

7.3 Concessions.....25

7.4 Stadium Parking.....26

7.5 Police, Traffic and Emergency Services.....28

7.6 Complimentary Admissions.....31

7.7 Utilities.....31

7.8 Stadium Contracts.....33

ARTICLE 8 SHARED STADIUM EXPENSES.....34

8.1 Definition of Shared Stadium Expenses .....34

8.2 Other Excluded Expenses .....35

8.3 Payment of Shared Stadium Expenses.....35

**DRAFT**

8.4 Accounting Matters.....36

8.5 Annual Shared Stadium Expense Budget .....37

ARTICLE 9 TAXES AND OTHER IMPOSITIONS .....38

9.1 Payment of Possessory Interest Taxes and Other Impositions .....38

9.2 Impositions on Tenant's Personal Property.....38

ARTICLE 10 CAPITAL REPAIRS AND REPLACEMENTS .....39

10.1 Stadium Capital Expenditure Reserve .....39

10.2 Capital Expenditure Reserve Deposits.....39

10.3 Use of Stadium Capital Expenditure Reserve.....39

10.4 Plan Preparation and Approval .....39

10.5 Stadium Authority Discretionary Expenses.....40

10.6 Emergency Repairs .....41

10.7 End of Term .....41

10.8 Stadium Authority Put Right; Demolition Reserve .....41

ARTICLE 11 ALTERATIONS .....41

ARTICLE 12 STADIUM AUTHORITY REVENUE .....41

12.1 Ticket Surcharges.....42

12.2 City of Santa Clara Senior and Youth Program Fee .....43

12.3 Stadium Naming Rights Revenue .....43

12.4 SBLs Revenue.....43

12.5 Net Hotel CFD Revenue .....43

12.6 Stadium Authority Parking Revenue .....44

12.7 Stadium Authority Concession Revenue .....44

12.8 Non-NFL Event Revenue .....44

12.9 Non-NFL Event Advertising Revenue.....45

**DRAFT**

12.10 Other Stadium Authority Revenue.....45

ARTICLE 13 TENANT REVENUE.....45

13.1 Exclusive Rights to Tenant Revenue .....45

13.2 Definition of Tenant Revenue.....45

13.3 NFL Events Revenue .....45

13.4 Premium Seating Revenue.....46

13.5 NFL Advertising and Sponsorship Revenue.....46

13.6 Tenant Parking Revenue .....46

13.7 Tenant's Affiliates .....46

ARTICLE 14 USE OF EXCESS REVENUES .....47

ARTICLE 15 STADIUM SIGNAGE, ADVERTISING AND SPONSORSHIPS .....47

15.1 Stadium Naming Rights.....47

15.2 Stadium Components Sponsorship Rights.....47

15.3 Advertising and Sponsorships.....48

15.4 Directional and Other Stadium Signage .....49

ARTICLE 16 ASSIGNMENT AND SUBLETTING.....49

16.1 Team Sublease .....49

16.2 Second NFL Team .....49

16.3 Subleases of Stadium Commercial Areas .....50

ARTICLE 17 PERMITTED SUBLEASE – SECOND NFL TEAM.....50

17.1 Second NFL Team Conditions.....50

17.2 Temporary Second Team Occupancy .....51

17.3 Recognition, Non-Disturbance and Attornment Agreement .....52

ARTICLE 18 OWNERSHIP OF LEASED PREMISES.....52

ARTICLE 19 NON-RELOCATION .....52



**DRAFT**

ARTICLE 20 SURRENDER OF POSSESSION .....52

    20.1 Surrender Requirements.....52

    20.2 Removal of Personal Property .....52

    20.3 Demolition .....53

ARTICLE 21 SUPER BOWL OR PRO BOWL .....54

ARTICLE 22 OTHER LEASE PROVISIONS .....54

**EXHIBITS**

- Exhibit A Definitions
- Exhibit B Rules as to Usage