

EXHIBIT E  
TO STADIUM LEASE

AMENDED AND RESTATED TEAM SUBLEASE

**SUBLEASE AGREEMENT**

**between**

**FORTY NINERS SC STADIUM COMPANY LLC,  
a Delaware limited liability company**

**and**

**FORTY NINERS FOOTBALL COMPANY LLC,  
a Delaware limited liability company**

**Dated as of March 28, 2012,  
As Amended and Restated as of June 19, 2013**

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## SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT (this "Sublease"), dated as of the 28th day of March, 2012 (the "Effective Date"), as amended and restated as of June 19, 2013, is by and between FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo" or a "Party", which terms shall include its permitted successors and assigns), and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Forty Niners" or a "Party", which terms shall include its permitted successors and assigns), which owns the NFL franchise for the professional football team known as the San Francisco 49ers (the "Team"). StadCo and Forty Niners are sometimes herein collectively referred to as the "Parties". Capitalized terms used herein which are not defined herein shall have the meanings provided in the Stadium Lease (as hereinafter defined).

### RECITALS:

A. The City of Santa Clara, California (the "City") is the fee owner of certain tracts or parcels of land located in the City, the County of Santa Clara and the State of California (the "Land"), which are more particularly bounded and described in the Ground Lease (as hereinafter defined).

B. On the Effective Date, the City agreed to lease a portion of the Land to the Santa Clara Stadium Authority (the "Stadium Authority" and, from time to time, "Landlord") for an initial term of forty (40) years pursuant to a ground lease dated as of March 28, 2012, between the City and the Stadium Authority (as the same may be amended, the "Ground Lease"), upon a portion of which Land (the "Stadium Site") the Stadium Authority is developing the Stadium Complex pursuant to the terms of, and as more particularly described in, the Construction Agency Agreement and the Design-Build Agreement. The Ground Lease is being amended in accordance with a certain First Amendment to Ground Lease dated as of even date herewith.

C. The Stadium Authority, as lessor, and StadCo, as lessee, are parties to that certain Stadium Lease Agreement dated as of March 28, 2012, as amended and restated as of even date herewith (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Stadium Lease"), pursuant to which StadCo leases, on an exclusive basis during such portions of each Lease Year as are more particularly described in the Stadium Lease, the Premises, and has such appurtenant rights and other rights as are enumerated therein.

D. Forty Niners and the Stadium Authority are parties to that certain Non-Relocation Agreement dated as of March 28, 2012, as amended and restated as of even date herewith, pursuant to which Forty Niners has agreed, subject to the terms of such Non-Relocation Agreement, to play substantially all of its NFL Home Games (as hereinafter defined) at the Stadium for the initial term of the Stadium Lease.

E. StadCo and Forty Niners desire that Forty Niners cause the Team to conduct its NFL Home Games in the Stadium when the Stadium is constructed and ready for occupancy, for the Sublease Term (as hereinafter defined) pursuant to the sublease granted hereunder.

F. StadCo desires to sublease to Forty Niners, and Forty Niners desire to sublease from StadCo, the Subleased Premises (as hereinafter defined), and in consideration (among other items) of StadCo permitting Forty Niners to utilize the Subleased Premises for the exhibition of Forty Niners Events (as hereinafter defined), Forty Niners agree to cede all StadCo's Revenues (as hereinafter defined) realized from the exhibition of Forty Niners Events at the Subleased Premises to StadCo.

NOW THEREFORE, intending to be legally bound, for and in consideration of the above and foregoing premises and the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS

As used in this Sublease, capitalized terms shall have the meanings indicated below unless a different meaning is specifically provided or unless the context otherwise requires.

"Abatement Period(s)" means any period for which the time for performance or the deadline for satisfaction of a condition or the expiration date under this Sublease is extended as a result of events described in this Sublease.

"Action(s)" or "Proceeding(s)" means any action, lawsuit, demand, claim, proceeding, arbitration or other alternative dispute resolution process, or Governmental Authority investigation, hearing, audit, appeal, administrative proceeding or judicial proceeding.

"Additional Improvement(s)" shall mean any improvements made to the Subleased Premises by Forty Niners.

"Admissions Tax" means any use tax, if any, in effect from time to time during the Sublease Term which is imposed by any Governmental Authority on revenue received from the sale or other disposition of Event tickets but specifically excluding any general sales tax.

"Advertising" has the same meaning as Advertising and Sponsorship Rights, as defined in the Stadium Lease.

"Affiliate(s)" has the meaning set forth in the Stadium Lease.

"Applicable Law(s)" has the meaning set forth in the Stadium Lease.

"Bridge License Agreement" has the meaning set forth in the Stadium Lease.

"Bridges" has the meaning set forth in the Stadium Lease.

"Broadcast Rights" has the meaning set forth in the Stadium Lease.

"Business Day(s)" has the meaning set forth in the Stadium Lease.

"Candlestick Lease" means that certain lease agreement by and between Forty Niners and the City and County of San Francisco, California,, acting through its Parks and Recreation Commission, as amended from time to time, pursuant to which the Team plays its NFL Home Games at Candlestick Park.

"Candlestick Park" means the facility located in the City and County of San Francisco currently known as Candlestick Park, wherein the Team has historically played certain of its NFL Home Games.

"Capital Repair(s)" has the meaning set forth in the Stadium Lease.

"Casualty" has the meaning set forth in the Stadium Lease.

"Casualty Repair Work" has the meaning set forth in the Stadium Lease.

"Casualty Untenantability Period" means the period, if any, commencing on the date that a Stadium Untenantable Condition exists due to a Casualty and ending on the date that the Stadium can reasonably be used by Forty Niners for the playing of NFL Home Game(s) following completion of the Casualty Repair Work.

"City" has the meaning set forth in Recital A hereof.

"City of Santa Clara Senior and Youth Program Fee" has the meaning set forth in the Stadium Lease.

"Club Seat(s)" has the meaning set forth in the Stadium Lease.

"Coaches Office(s)" means the "coaches' office(s)" as depicted in the Contract Documents.

"Commencement Date" shall have the meaning assigned to such term in the Stadium Lease.

"Commencement Date Extension Notice" shall have the meaning set forth in Section 2.4.1

"Common Area(s)" means the hallways, corridors, stairways, elevators, public restrooms, restaurants, and other portions of the Stadium depicted in the Stadium Plans, and more particularly in the Contract Documents, as "Common Areas", "Stadium Operations Areas", "Premium Stadium Areas", "Club Facilities" or "Community Room". Portions of the Stadium depicted in the Stadium Plans as "Tenant's Exclusive Facilities" or "Stadium Authority Exclusive Facilities" shall not constitute Common Areas.

"Communication System(s)" means all audio and visual communication systems within or at the Stadium, including, but not limited to, scoreboards, television and loudspeaker systems, public address systems, timers, clocks, message centers, video screens, cuing systems, signs, and marquees.

"Concession(s)" has the meaning set forth in the Stadium Lease.

"Concession Agreement" has the meaning set forth in the Stadium Lease.

"Concessionaire(s)" has the meaning set forth in the Stadium Lease.

"Concession Revenue" has the meaning set forth in the Stadium Lease.

"Condemnation Action" has the meaning set forth in the Stadium Lease.

"Condemnation Repair Work" has the meaning set forth in the Stadium Lease.

"Construction Agency Agreement" has the meaning set forth in the Stadium Lease.

"Consumable Concession(s)" has the meaning set forth in the Stadium Lease.

"Default Rate" has the meaning set forth in the Stadium Lease.

"Design-Build Agreement" has the meaning set forth in the Stadium Lease.

"Emergency" has the meaning set forth in the Stadium Lease.

"Environmental Event(s)" means: (i) the spill, discharge, leakage, pumpage, drainage, pourage, interment, emission, emptying, injecting, escaping, dumping, disposing, migration, or other release of any kind of Hazardous Materials which may cause a threat or actual injury to human health, the environment, plant, or animal life; (ii) the occurrence of any Actions or Proceedings pursuant to any Environmental Laws arising out of any of the foregoing; and (iii) any claims, demands, Actions, causes of action, remedial or abatement response, remedial investigations, feasibility studies, environmental studies, damages, judgments, or settlements arising out of an environmental proceeding.

"Environmental Law(s)" has the meaning set forth in the Stadium Lease.

"Event(s)" means all revenue and non-revenue producing sports, entertainment, cultural, civic, and other activities and events which are conducted at the Stadium.

"Event Staffing" means the number, type and quality of staffing for Forty Niner Events at the Stadium, as reasonably determined by StadCo, with consideration for the type of Forty Niner Event, anticipated attendance, and other relevant safety and security considerations. "Event Staffing" shall include, without limitation, ticket sellers, ticket takers, ushers, first aid attendants, internal and external traffic and security personnel (including off-duty police officers), Event maintenance and clean-up personnel, emergency medical technicians, concierge, restroom attendants, stagehands, sound and lighting technical personnel, and box office personnel.

"Force Majeure" has the meaning set forth in the Stadium Lease.

"Forty Niners" has the meaning set forth in the initial paragraph hereof.

"Forty Niners Advertising Revenue" has the meaning set forth in Section 7.1 hereof.

"Forty Niners Box Office" means a separate room or rooms and ticket windows to be situated at the Stadium at location(s) mutually approved by StadCo and Forty Niners, to be provided by StadCo if requested by Forty Niners, in an area proximate to the main Stadium box office, with direct access to the exterior of the Stadium and which shall be designated for the sale of Forty Niners Event Tickets.

"Forty Niners Equipment" means furniture, fixtures, and other moveable equipment in the Subleased Premises provided by Forty Niners for the exclusive use of the Team.

"Forty Niners Event(s)" means all activities and events conducted by Forty Niners or the Team at the Subleased Premises pursuant to this Sublease which qualify as NFL Events under the Stadium Lease.

"Forty Niners Event Ticket(s)" means the ticket or other indicia by which admission to the Stadium for the Forty Niners Events is permitted and controlled.

"Forty Niners Incidental Uses" means uses of the Subleased Premises by Forty Niners or the Team that constitute Tenant Incidental Uses under the Stadium Lease.

"Forty Niners In-House Parking" has the meaning set forth in Section 9.1 hereof.

"Forty Niners Locker Room" means the dressing room space for use by the Team as a home team locker room and training and health facility, as specifically described and set forth in the Project Documents.

"Forty Niners Non-Consumable Concession Operations" has the meaning set forth in Section 6.3.1 hereof.

"Forty Niners Office Space" means that amount of useable area of office space for the front office (business) personnel for the Team, the Coaches Office(s) and such additional office space as StadCo and Forty Niners shall agree for the Team's back office personnel (coaches, trainers, and Forty Niners' operational personnel), all if and as specifically described and set forth in the Project Documents.

"Forty Niners Parking Areas" means the areas of the Stadium Complex designated as "Tenant's Parking Spaces" on the Site Plan and subleased to Forty Niners in accordance with the terms of this Sublease, which shall contain a minimum number of surface parking spaces at all times during days upon which Forty Niners Events occur, such minimum number of required spaces to be determined by mutual agreement of the Parties.

"Forty Niners Revenue" means revenue belonging solely to Forty Niners, as more fully described in ARTICLE IV of this Sublease.

"Forty Niners Spaces" means the Forty Niners Locker Room, Forty Niners Office Space, Forty Niners Store, Hall of Fame, and, subject to the provisions of Section 2.1 below in the event that StadCo enters into a Second Team Sublease, any work-out and weight training facilities, any practice facilities, player parking areas, conference rooms, business centers, storage facilities and shower facilities for the Team, and the Forty Niners Box Office, all if and as described in and set

forth in the Project Documents, together with any such other spaces as may be hereafter agreed to between StadCo and Forty Niners.

"Forty Niners Sponsor Signs" means temporary and/or moveable banners, signs, displays, or audio or video messages in the Stadium which identify the Team or the Team Sponsors and which may be installed before each Forty Niners Event (so as to be visible or transmitted during Forty Niners Events) and removed after each Forty Niners Event.

"Forty Niners Sponsorship Elements" has the meaning set forth in Section 7.1 hereof.

"Forty Niners Store" means the one or more certain area(s) in the Stadium designated on the Project Documents and/or otherwise mutually agreed between the Parties from time to time as "Forty Niners Store" location(s) and which will sell Team merchandise during Forty Niners Events and Other Events.

"General Seating" means all of the seats at the Stadium that are not Premium Seating. Forty Niners will sell, or will cause StadCo to sell, "General Seating" for Forty Niners Events for Forty Niners' own account at the prices that Forty Niners determine, and such sales or seating may include such other benefits for Forty Niners Event ticket purchasers as Forty Niners may determine.

"Governmental Authority(ies)" has the meaning set forth in the Stadium Lease.

"Hazardous Materials" has the meaning set forth in the Stadium Lease.

"Imposition(s)" has the meaning set forth in the Stadium Lease.

"Initial Sublease Term" has the meaning set forth in Section 2.4.1 hereof.

"Landlord Failure" has the meaning set forth in the Stadium Lease.

"Lease Year" has the meaning set forth in the Stadium Lease.

"Liens" has the meaning set forth in the Stadium Lease.

"Naming Rights" has the same meaning as the term "Stadium Naming Rights" as set forth in the Stadium Lease.

"NFL" has the meaning set forth in the Stadium Lease.

"NFL Event(s)" has the meaning set forth in the Stadium Lease.

"NFL Franchise" means and includes membership in and all of the rights, privileges and powers granted by the NFL, including to Forty Niners, and its successors and assigns, to operate a team and conduct NFL Home Games as a member of the NFL.

"NFL Games" has the meaning set forth in the Stadium Lease.

"NFL Home Games" has the meaning set forth in the Stadium Lease.

"NFL Play-Off Game" means any NFL Game played by the Team as part of the competition for the championship of the NFL, or any division thereof, and which, under the NFL Rules and Regulations, is classified as a "play-off" game scheduled or permitted to be played in the Stadium, but specifically excluding the championship game of the NFL which is currently commonly known as the "Super Bowl."

"NFL Pre-Season Game(s)" means any NFL Games played by the Team each NFL Season prior to the date promulgated by the NFL as the first day of the regular season; *provided, however, that* the number of NFL Pre-Season Games to be played by the Team in the Stadium shall be determined by Forty Niners in its sole discretion, so long as, to the extent there are at least two (2) NFL Pre-Season Games played by the Team in that NFL Season, at least one of the Team's pre-season Home Games is played in the Stadium.

"NFL Required Condition" means the condition required by then-current NFL Rules and Regulations.

"NFL Rules and Regulations" has the meaning set forth in the Stadium Lease.

"NFL Season(s)" has the meaning set forth in the Stadium Lease.

"Non-Consumable Concession(s)" has the meaning set forth in the Stadium Lease.

"Non-Relocation Agreement" means, collectively, (i) the Non-Relocation Agreement, dated March 28, 2012, as amended and restated as of even date herewith, by and between the Forty Niners and the Stadium Authority, and (ii) any Non-Relocation Agreement entered into from time to time between the Forty Niners and Recognized Mortgagees, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Other Event(s)" means any and all Events, other than Forty Niners Events.

"Other Facilities" has the meaning set forth in Section 2.6.1 hereof.

"Permitted Uses" has the meaning set forth in Section 2.2 hereof.

"Person" has the meaning set forth in the Stadium Lease.

"Practice Session" means a reasonable period of time, other than during a Warm-Up Session and a NFL Event, during which the teams competing in such event shall be permitted to use the football field and related facilities in the Stadium to practice football for events conducted at the Stadium pursuant to this Sublease, subject to any previously Scheduled Event.

"Premium Seat Holders" means the persons or entities who have executed an agreement with Forty Niners as a lessee or licensee for the use of Premium Seating in the Stadium.

"Premium Seating" has the meaning set forth in the Stadium Lease.

"Premium Seating Agreement" means, if and as applicable, the form of that certain agreement for execution by Premium Seat Holders, as amended from time to time, and all such executed forms of such agreement as are executed and in effect from time to time.

"Premium Seating Premiums" has the meaning set forth in Section 4.1.2 hereof.

"Project Documents" means the "Contract Documents", as defined in the Design-Build Agreement, pursuant to which the Stadium Complex shall be constructed.

"Promotional Exhibition" means any exhibition of football skills or instructions for promotional purposes at or about the Stadium, but shall not include any NFL Pre-Season Games, Practice Session, Warm-Up Session or NFL Event.

"Public Parking Spaces" means the parking spaces located in the "Public Parking Facilities" as defined in the Stadium Lease.

"Recognized Mortgage" means any holder of a Tenant Mortgage which has delivered a written notice to Forty Niners of its Tenant Mortgage and its notice address.

"Premium Stadium Areas" has the meaning set forth in the Stadium Lease.

"SBL Holder" has the meaning set forth in the Stadium Lease.

"SBLs" and "Stadium Builders Licenses" have the meaning set forth in the Stadium Lease.

"Second Team" has the meaning set forth in the Stadium Lease.

"Second Team Sublease" has the meaning set forth in the Stadium Lease.

"Site Plan" has the meaning set forth in the Stadium Lease.

"StadCo" has the meaning set forth in the initial paragraph hereof.

"StadCo's Advertising Revenue" has the meaning set forth in Section 7.2 hereof.

"StadCo's Concession Revenues" has the meaning set forth in Section 6.1 hereof.

"StadCo's Revenues" means revenue belonging to StadCo, as more fully described in ARTICLE IV of this Sublease.

"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 the Stadium Authority 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 Advertising" has the meaning set forth in Section 7.2 hereof.

"Stadium Authority" has the meaning set forth in the Recitals hereof.

"Stadium Authority Put Right" has the meaning set forth in the Stadium Lease.

"Stadium Complex" has the meaning set forth in the Stadium Lease.

"Stadium-Enabled Viewing" means broadcasts controlled by StadCo which are only visible within the Stadium, or immediately adjacent thereto, through the use of StadCo-provided equipment or software.

"Stadium Lease" has the meaning set forth in the Recitals hereof.

"Stadium Lease Documents" has the meaning set forth in the Stadium Lease.

"Stadium Site" has the meaning set forth in the Recitals hereof.

"Stadium Operations Agreement" has the meaning set forth in the Stadium Lease.

"Stadium Untenantable Condition" means the existence of any one of the following conditions, including as a result of Condemnation Action, Casualty, Force Majeure or Landlord Failure, but only to the extent the same is not the result of the willful misconduct of Forty Niners or any Affiliate of Forty Niners:

(a) The condition of the Stadium is such that the playing of NFL Games is not permitted under NFL Rules and Regulations;

(b) The condition of the Stadium does not reasonably permit it to be used, occupied or exploited by Forty Niners in connection with NFL Home Games in the manner that stadiums are customarily used, occupied or exploited by NFL teams;

(c) The use or occupancy of the Stadium for an NFL Home Game is not permitted under Applicable Laws or is restricted in any material respect under Applicable Laws or otherwise, including, but not limited to, denial of access;

(d) The use or occupancy of twenty (20%) or more of the total manifested seats within the Stadium is restricted or such seats are unusable or are subject to a material restriction on access; or

(e) The use or occupancy of twenty percent (20%) or more of the Public Parking Spaces is restricted or such Public Parking Spaces are unusable or are subject to a material restriction on access.

"Sublease Base Rent" has the meaning set forth in Section 3.1 hereof.

"Sublease Commencement Date" shall be the same date as the Commencement Date under the Stadium Lease as such date may be extended in accordance with Section 2.4.1.

"Sublease Expiration Date" means the Initial Sublease Expiration Date; provided, however, that if this Sublease is terminated before the Initial Sublease Expiration Date for any

reason, then the "Sublease Expiration Date" shall mean such date of early termination; and provided, further, that if Forty Niners exercises one or more Sublease Extension Options, the "Sublease Expiration Date" shall mean, on any relevant date, the last day of the final Sublease Extension Term to have been exercised on or prior to such date.

"Sublease Extension Option" has the meaning set forth in Section 2.5 hereof.

"Sublease Term" has the meaning set forth in Section 2.5.1 hereof.

"Sublease Year" means the same twelve-month period as the Lease Year.

"Subleased Premises" has the meaning set forth in Section 2.1 hereof.

"Subleasehold Mortgage" means any mortgage, deed of trust, or other instrument in the nature thereof which encumbers any of the Subleased Premises and/or any of Forty Niners' rights, titles and interests hereunder relating to the Subleased Premises, including (without limiting the generality of the foregoing) Forty Niners' right to use and occupy the Subleased Premises and all of Forty Niners' rights, titles and interests in and to any and all buildings, other improvements and fixtures now or hereafter placed on the Subleased Premises.

"Subleasehold Mortgagee" means any mortgagee, trustee, or anyone that claims an interest by, through or under a Subleasehold Mortgage.

"Suites" has the meaning set forth in the Stadium Lease.

"Suite Seating Reimbursement" shall have the meaning set forth in Section 10.2 hereof.

"Suite Ticket Valuation" shall have the meaning set forth in Section 10.2 hereof.

"Taking Untenantability Period" means the period, if any, commencing on the date that a Stadium Untenantable Condition exists due to a Taking and ending on the date that the Stadium can reasonably be used by Forty Niners for the playing of NFL Home Game(s) following completion of the Condemnation Repair Work.

"Team" has the meaning set forth in the initial paragraph hereof.

"Team Sponsor(s)" means the radio, television, corporate, and other sponsors of the Team, or an Affiliate thereof, for all Forty Niners Events.

"Temporary Taking" has the meaning set forth in the Stadium Lease.

"Tenant Mortgage" has the meaning set forth in the Stadium Lease.

"Ticket Receipts" means the gross amount of money received by Forty Niners from the sale of tickets for General Seating and Premium Seating for Forty Niners Events, after first deducting therefrom Admission Taxes, sales taxes, Premium Seating Premiums, and third-party ticket charges.

"Untenantability Period" has the meaning set forth in Section 2.6.1 hereof.

"Warm-Up Session(s)" means the time period immediately prior to a Forty Niners Event during which the competing teams or other performers, as applicable, are permitted to use the Subleased Premises to prepare for such event.

"Water District" has the meaning set forth in the Stadium Lease.

## ARTICLE II

### GRANT, TERM OF SUBLEASE, USE OF SUBLEASED PREMISES

2.1 Subleasing Clause. Upon and subject to the terms, provisions and conditions herein set forth, StadCo does hereby SUBLEASE, SUBDEMISE and SUBLET unto Forty Niners, and Forty Niners hereby takes and subleases from StadCo, the Subleased Premises, TO HAVE AND TO HOLD the Subleased Premises, together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Subleased Premises, upon the below-specified days and during the below-specified times throughout the Sublease Term herein provided. For the purposes hereof, the "Subleased Premises" means: (i) the Stadium, the Stadium Ancillary Property and the Stadium Personal Property (but excluding the Stadium Authority Exclusive Facilities), including, but not limited to, those portions of the Stadium Complex and Stadium Personal Property reasonably beneficial (or customarily given in NFL team occupied stadiums) for the playing, performing, or holding of Forty Niners Events (including, without limitation, NFL Games and other NFL Events, Warm-Up Sessions, Practice Sessions, and Forty Niners Incidental Uses) or for any other Permitted Uses hereunder and generally consisting of, but not limited to, the Forty Niners Spaces, Coaches' Offices, a commercial laundry facility, visiting team locker rooms, officials' locker rooms, spectator seats (excluding Suites), press lounges, media work rooms, press areas, meeting and conference rooms, the Premium Stadium Areas, which may, subject to the terms and conditions of the Stadium Lease (including the requirement for scheduling with the Stadium Manager), be used by the Team during the season and for certain pre-season and post-season activities to promote the Team, the Playing Field, staff lounge and spouses' waiting rooms, sponsors' booth, announcers' booth, radio and television broadcast studios, Stadium Audio/Visual Facilities, including scoreboard and Communications System control rooms, lighting control areas, medical facilities, and any other areas designated as Forty Niners Spaces in the Project Documents or as may be agreed by StadCo and Forty Niners from time to time, (ii) the Forty Niners In-House Parking, and (iii) the Forty Niners Parking Areas. The sublease granted herein by StadCo to Forty Niners shall be the exclusive grant of use of the Stadium for the playing, performing and/or exhibition of Forty Niners Events at the Stadium; provided, however, that nothing herein shall preclude StadCo's right to enter into a Second Team Sublease for purposes of allowing a Second Team to play, perform, and hold NFL Home Games and other NFL Events in the Stadium on such terms and conditions as may, subject to the provisions of this Section 2.1 below, be agreed upon by StadCo and the Second Team.

Forty Niners shall have the exclusive right to use the entire Subleased Premises for the Permitted Uses, together with a non-exclusive right to use the Common Areas, during the entire day (12:01 a.m. to the later of: (i) midnight, or (ii) four (4) hours past the conclusion of any Forty Niners Event) when an NFL Game or other Forty Niners Event is Scheduled and held; provided, however, that, as provided in the Stadium Lease, (1) NFL Games may be played in the

Stadium only during the Tenant Season and (2) if Forty Niners wishes to conduct any other type of Forty Niners Event during the Stadium Authority Season, then StadCo and Forty Niners shall coordinate the Scheduling of such Forty Niners Events with the Stadium Authority to avoid conflict with Stadium Authority Events. Notwithstanding the above, if StadCo or the Stadium Authority wishes to Schedule an Other Event at the Stadium on the date that a Forty Niners Event is Scheduled, then upon request by StadCo, Forty Niners, in its reasonable discretion, may waive its exclusive right to use the Subleased Premises on the entirety of such date, provided that Forty Niners shall have exclusive use thereof commencing no less than four (4) hours prior to the Scheduled commencement of the Forty Niners Event. Additionally, Forty Niners shall have the exclusive right to uninterrupted access to, and year around use and occupancy of, the Forty Niners Spaces at all times during the Sublease Term, subject only to the provisions of the Stadium Lease Documents. On days other than when a Forty Niners Event is Scheduled, and subject to Scheduling of Other Events at the Stadium, or when the Stadium is not otherwise available, Forty Niners shall have the non-exclusive right to use the Subleased Premises for Practice Sessions, Promotional Exhibitions, try-outs, scrimmages, publicity and/or press gatherings and any other Forty Niners Incidental Uses, provided that Forty Niners provide to StadCo reasonable advance notice of such use and, if required by the Stadium Lease, with prior Scheduling through the Stadium Manager pursuant to the Stadium Rules and Regulations.

Forty Niners hereby acknowledges that under the terms of the Stadium Lease, StadCo has the right during the Sublease Term to enter into a Second Team Sublease with a Second Team. Forty Niners hereby expressly agrees to take all reasonable steps to permit StadCo to accommodate such Second Team and its operations at the Stadium, including but not limited to negotiating in good faith with StadCo to determine which areas of the Stadium, if any, may be designated as the Second Team's "exclusive areas." StadCo covenants and agrees with Forty Niners that StadCo will not enter into a Second Team Sublease without first obtaining the prior written approval of Forty Niners and that the terms and provisions of any Second Team Sublease, and StadCo's dealings with any Second Team pursuant to the terms thereof and otherwise, shall not reduce, impair or otherwise affect in any material respect the sublease, rights and benefits granted and assigned to Forty Niners under this Sublease or materially increase Forty Niners' obligations hereunder.

StadCo hereby further grants to Forty Niners an irrevocable license to enter upon, travel across and use the Bridges for any and all of the purposes granted to StadCo by the Stadium Authority pursuant to the Stadium Lease, which in turn were granted to the Stadium Authority by the City pursuant to the Ground Lease, which in turn were granted to the City by the Water District pursuant to the Bridge License Agreement, including the right to use the Bridges for pedestrian access, ingress and egress between the Stadium Site and the Public Parking Spaces. In consideration of the foregoing rights, upon StadCo's request, Forty Niners agrees, in accordance with the terms and conditions set forth in the Bridge License Agreement, to provide the Water District with the portion of the media/advertising package required to be provided by the Bridge License Agreement that are Forty Niners Sponsorship Elements (e.g., advertisements in the NFL Game programs).

2.2 Permitted Uses. Unless otherwise specifically set forth herein, Forty Niners shall be permitted to use the Subleased Premises only for the following purposes and uses (the "Permitted Uses"): for the presentation of Forty Niners Events and any activities related to the

presentation of Forty Niners Events, including set-up, shut-down and other pre-and post-game activities and events (and intermission shows, concerts, or other entertainment), Warm-Up Sessions, Practice Sessions, and Promotional Exhibitions. Forty Niners shall use Forty Niners Spaces for their intended purposes. Subject to the provisions of the Stadium Lease, including the provisions that specify which portions of the year that StadCo has the right to use various portions of the Premises and for which particular uses, Forty Niners shall also be permitted (but not required) to use certain portions of the Subleased Premises (as designated in the Project Documents or otherwise mutually agreed by the Parties from time to time) as follows: to store Forty Niners Equipment and other Forty Niners property; to conduct the marketing, advertising, business and operations of Forty Niners; as administrative space for Forty Niners' employees, officers, coaches, and office personnel; for treatment, rehabilitation, and other medical needs of Forty Niners personnel; for use by the print, voice, television, video, electronic and radio media for watching, broadcasting, and reporting on Forty Niners Events and covering other Forty Niners activities; for sales of Forty Niners Event Tickets, and for other activities related to Forty Niners operations and the production of Forty Niners Revenue; for use by NFL and other professional sport franchise designated officials; for players' lounges; and for any other use consistent with but related to the foregoing.

## 2.3 Scheduling of NFL Events.

2.3.1 As provided in the Stadium Lease, for each Tenant Season, StadCo 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. Prior to the adoption of the final schedule of league games by the NFL for any NFL Season, the Premises shall be Scheduled for NFL Games for all days of each Tenant Season. Within ten (10) Business Days following Forty Niners' receipt of such final schedule of NFL games for any NFL Season, Forty Niners shall notify StadCo and Stadium Authority 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 the Stadium Authority in accordance with the Stadium Lease Documents and shall not be considered Game Days for purposes of the Stadium Lease Documents or this Sublease; provided, however, that any such Scheduling of other events in the Stadium during the NFL Season must be approved in Forty Niners' sole and absolute discretion and must accommodate any "flexible scheduling" of NFL Events that may be imposed by the NFL from time to time. As provided in the Stadium Lease, Game Days for potential post-season NFL Games during the NFL Season shall be released for other Scheduling by the Stadium Authority 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, Forty Niners shall have the right to Schedule such NFL Game on another date within such NFL Season on which no conflicting Stadium Authority Event is then Scheduled in the Stadium.

2.3.2 Subject to the provisions of the Stadium Lease Documents and, specifically, the Scheduling priority of Non-NFL Events during the Stadium Authority Season, Forty Niners shall have the right to Schedule the Subleased Premises for NFL Events (other than NFL Games) at any time during the Lease Year.

2.3.3 Subject to general availability and the provisions of the Stadium Lease Documents, Forty Niners shall also have the right, following reasonable prior notice thereof by Forty Niners to StadCo, to use the Stadium for marketing functions for its sponsors, public football play for fans, or for a junior sports league or other marketing uses that Forty Niners may reasonably determine, provided Forty Niners shall reimburse StadCo or the Stadium Authority, as the case may be, for the actual and reasonable expenses (including Utilities) directly caused by such use and occupancy.

## 2.4 Sublease Term.

2.4.1 Term. This Sublease shall be for an initial term (the "Initial Sublease Term"), beginning on the Sublease Commencement Date (as such date may be delayed as more particularly set forth below) and ending on the day immediately preceding the fortieth (40th) anniversary of the Initial Term Expiration Date (as defined in the Stadium Lease) (the "Initial Sublease Expiration Date"), unless this Sublease is sooner terminated or extended as hereinafter provided. Notwithstanding the foregoing, if Forty Niners reasonably determines that the Sublease Commencement Date will occur between August 1 in any year and February 1 of the next succeeding calendar year, Forty Niners shall have the right, upon written notice to StadCo delivered at least thirty (30) days' prior to the first NFL Game that would otherwise be Scheduled in the Stadium during such period ("Commencement Date Extension Notice"), to delay the Sublease Commencement Date to a date designated by Forty Niners in the Commencement Date Extension Notice, but not later than April 1 of the next succeeding calendar year. Forty Niners' rights under this Sublease, and in and to the Subleased Premises, shall be deemed vested as of the Effective Date, regardless of whether Forty Niners actually occupies the Subleased Premises on such date. Following the Substantial Completion Date, StadCo and Forty Niners shall execute and deliver a memorandum confirming the date on which the Sublease Commencement Date occurred, provided that failure of the parties to execute such memorandum shall not delay or modify the Sublease Commencement Date or affect the rights or obligations of the Parties hereunder.

2.4.2 Notwithstanding anything to the contrary in Section 2.4.1, the Sublease Expiration Date shall not occur on a date after the last day of the term of the Stadium Lease.

## 2.5 Extension Options.

2.5.1 Subject to the provisions of this Section 2.5.1, Forty Niners shall have the option to extend the Sublease Term for five (5) additional successive periods of four (4) years each (each, an "Sublease Extension Term"); provided, however, that if the Initial Sublease Expiration Date is any date other than March 31, then Forty Niners shall have an additional option to extend the Sublease Term for an interim period (the "Sublease Interim Extension Term"), which shall commence on the day immediately following the Initial Sublease Expiration Date and end on the last day of the NFL Season during which the Sublease Interim Extension Term commenced or, if the first four (4)-year Sublease Extension Option (as hereinafter defined) is exercised hereunder, the Sublease Interim Extension Term shall end on March 31 of the calendar year immediately following the commencement of the Sublease Interim Extension Term. If the Initial Sublease Expiration Date is March 31, there will be no Sublease Interim Extension Term. Forty Niners may exercise such options to extend (each, a "Sublease Extension Option" and, collectively, the "Sublease Extension Options") by giving written notice to StadCo of the exercise of the Sublease

Extension Option ("Sublease Option Notice") not later than one (1) year prior to the Sublease Expiration Date (as the same may have previously been extended). No Sublease Extension Term may commence unless at the time of the commencement of the Sublease Extension Term the Stadium Lease 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 set forth in this Sublease, Forty Niners may transfer the remaining Sublease Extension Options to an assignee of its entire interest in this Sublease. Time is of the essence with respect to the date of delivery for each and every Sublease Option Notice. The Initial Sublease Term and any Sublease Extension Terms are herein, collectively, referred to as the "Term" or "Sublease Term".

2.5.2 Notwithstanding anything to the contrary in Section 2.5.1, in no event shall the Sublease Interim Extension Term end on a date that occurs after the last day of the term of the Stadium Lease.

## 2.6 Abatement.

2.6.1 If the cause or the effect of an Abatement Period or a Casualty Untenantability Period or the occurrence of a Stadium Untenantable Condition prevents the playing or performing of Forty Niners Events in the Stadium, then during the pendency of such Abatement Period, Casualty Untenantability Period or Stadium Untenantable Condition and, in the case of a Casualty Untenantability Period or Taking Untenantability Period, for such additional period thereafter as may be permitted in the Non-Relocation Agreement, Forty Niners shall not be required to hold Forty Niners Events at the Stadium and, except as set forth in Section 2.6.2, shall have no obligation to pay any other sums payable by Forty Niners as may be required hereunder. During any Abatement Period or Casualty Untenantability Period or during the pendency of a Stadium Untenantable Condition and, in the case of a Casualty Untenantability Period or Taking Untenantability Period, for such additional period thereafter as may be permitted in the Non-Relocation Agreement (each such period or condition, an "Untenantability Period"), the Team shall be entitled to play its NFL Home Games at other facilities (the "Other Facilities") pursuant to the terms of the Non-Relocation Agreement. Upon the expiration of the Untenantability Period, Forty Niners shall return to the Stadium and shall again be obligated to play all NFL Home Game(s) at the Stadium in accordance with, and subject to, the terms and conditions set forth in the Non-Relocation Agreement.

2.6.2 During any Untenantability Period, Forty Niners shall pay to StadCo, as additional rent, the revenues of Forty Niners allocable to any Other Facility operations during such Untenantability Period (exclusive of Forty Niner-specific revenues such as ticket revenues and revenues from the sale and licensing of Broadcast Rights), if any, less the operating costs of Forty Niners allocable to such Other Facility operations during such Untenantability Period (exclusive of Forty Niner-specific operating costs such as operating costs attributable to tickets, Broadcast Rights and football operations, including without limitation, players' salaries, bonuses and other compensation).

2.6.3 Notwithstanding anything to the contrary in this Agreement, the existence of an Abatement Period or a Casualty Untenantability Period or the existence of a Stadium Untenantable Condition shall not extend the Sublease Term.

2.7 Condition of the Subleased Premises. Forty Niners acknowledges that the Stadium shall be constructed by the Stadium Authority in accordance with the Stadium Lease and the Project Documents.

2.8 Contracts. Notwithstanding anything in this Sublease to the contrary, all contracts and agreements entered into by Forty Niners related to the Stadium, excluding any of the Stadium Lease Documents, shall be (and shall be made) expressly subject to and subordinate to this Sublease.

### ARTICLE III

#### RENT

3.1 Rent. In consideration of the conveyance and assignment by Forty Niners to StadCo of all of its rights to receive and retain all revenues from sales of Non-Consumable Concessions (the "Non-Consumable Concession Rights"), which Non-Consumable Concession Rights Forty Niners hereby conveys and assigns to StadCo for the term of this Sublease, and in further consideration of the payment to StadCo of Ten and No/100 Dollars (\$10.00) per each NFL Season by Forty Niners (such amount, the "Sublease Base Rent"), Forty Niners shall have the right to utilize the Subleased Premises for Forty Niners Events together with the sole right to use and occupy the Forty Niners Spaces for the Sublease Term, all according to the terms and conditions set forth herein. Notwithstanding the foregoing, Forty Niners acknowledge and agree that, if StadCo enters into a Second Team Sublease with a Second Team as provided in Section 2.1 above, certain of the Forty Niners Spaces may need to be converted into areas that can be shared with a Second Team, such as the Forty Niners Store, and Forty Niners expressly agrees, subject to Forty Niners' approval rights set forth in Section 2.1 above, to take all reasonable steps to permit StadCo to accommodate such Second Team and its operations at the Stadium. Forty Niners will pay the Sublease Base Rent on the first Business Day of the Sublease Year. In the event that Forty Niners remains a lessee under the Candlestick Lease and the Team continues to play its NFL Home Games at Candlestick Park during all or any substantial part (i.e., for more than two regular season NFL Home Games) of the NFL Season commencing in the year 2014 (the "2014 NFL Season"), as additional consideration for the use of the Subleased Premises, Forty Niners shall pay to StadCo, as prepaid rent, no later than the end of the 2014 NFL Season, the revenues of Forty Niners allocable to Candlestick Park operations during the 2014 NFL Season (exclusive of Forty Niner-specific revenues such as ticket revenues and revenues from the sale and licensing of Broadcast Rights), if any, less the operating costs of Forty Niners allocable to Candlestick Park operations during the 2014 NFL Season (exclusive of Forty Niner-specific operating costs such as operating costs attributable to tickets, Broadcast Rights and football operations, including without limitation, players' salaries, bonuses and other compensation).

## ARTICLE IV

### REVENUES

4.1 Stadium Revenues. Revenues from the operations of the Stadium shall be allocated, as between Forty Niners and StadCo, as follows:

4.1.1 Forty Niners Revenues. Forty Niners shall exclusively own and possess all Ticket Receipts, revenues received in connection with the Broadcast Rights, Forty Niners Advertising Revenues and any other sums allocable to Forty Niners under this Sublease (collectively, "Forty Niners Revenues"). Notwithstanding the foregoing, Forty Niners agree that (i) any Excess Term A VTS (as defined in the G-4 Credit Agreement) received by Forty Niners shall be deposited into the G-4 Blocked Account (as defined in the G-4 Credit Agreement) in accordance with the provisions of Section 2.6(b) of the G-4 Credit Agreement, and (ii) any Waived Gate VTS and all other Shared Revenues (as defined in the G-4 Credit Agreement, but excluding Club Seat Premium VTS and Incremental Gate VTS, each as defined in the G-4 Credit Agreement) received by Forty Niners, whether in respect of the Stadium or otherwise, shall be deposited into the G-4 Blocked Account when and as required by the NFL Constitution notwithstanding any waiver with respect to any such revenues by the NFL.

4.1.2 StadCo's Revenues. Subject to the terms of the Stadium Lease, StadCo shall exclusively own and possess all StadCo's Concession Revenues, Premium Seating Premiums, StadCo's Advertising Revenue, parking revenues from Forty Niners Events and other Forty Niners-related activities, and any other revenues of the operations of the Stadium which are not specifically and expressly included in Forty Niners Revenues pursuant hereto (collectively, "StadCo's Revenues"). As used herein, "Premium Seating Premiums" means the premiums received pursuant to and/or in connection with the sale of tickets for any Premium Seating for any Forty Niners Event and/or other Forty Niners-related activities, as determined in accordance with NFL Rules and Regulations. The non-premium portion of the revenues received from the sale of such tickets shall constitute Forty Niners Revenues.

In the event the Stadium Authority exercises the Stadium Authority Put Right resulting in the Tenant Season being the entire Lease Year, StadCo shall receive and retain under the terms of the Stadium Lease certain additional use, occupancy and other rights (the "Expanded Use Rights") under the Stadium Lease. Notwithstanding such event and any other provision of this Sublease, the sublease and assignment to Forty Niners under this Sublease shall not be expanded during the remainder of the Term so as to include any assignment or other conveyance to Forty Niners of any Expanded Use Rights, except as may be set forth in an amendment to this Sublease provided in accordance with the terms of this Sublease. For the avoidance of doubt, to the extent that any portion of the sublease to Forty Niners and/or the assignment of rights to Forty Niners made hereunder had otherwise been in effect on a full-Lease Year basis prior to the Stadium Authority's exercise of the Stadium Authority Put Right (such as Forty Niners' limited full-Lease Year use and occupancy of the Forty Niners Spaces as described above), the same would be unaffected by the Stadium Authority's exercise of the Stadium Authority Put Right.

## ARTICLE V

### MANAGEMENT AND CONTROL, MAINTENANCE AND EVENT STAFFING

5.1 Management and Control. StadCo shall be responsible for the safety and security of the Stadium at Forty Niners Events, including, without limitation, the determination, upon consultation with Forty Niners, of security staffing levels and patterns, the inspection and approval of security measures, and the exclusion or ejection of persons or items in the interest of safety or security. StadCo shall provide such security personnel for Forty Niners Events, both within and outside the Stadium, as shall be reasonably anticipated to be necessary to maintain and ensure public order and safety in and around the Stadium for the successful and interruption-free operation of Forty Niners Events and to protect the persons and parties thereat and the users thereof. Forty Niners shall comply with such reasonable rules governing the security of the Stadium as shall be established from time to time by StadCo upon consultation with Forty Niners consistent with NFL Rules and Regulations and the provisions of this Sublease. In the conduct of its management and operations of the Stadium, StadCo shall cooperate with Forty Niners to insure that due consideration is given to Forty Niners' customer service goals and for receipt of Forty Niners' input on all staffing and customer service matters. StadCo shall procure or cause to be procured for Forty Niners and for the Stadium, at StadCo's sole expense, all of the police, traffic management, fire, paramedic, ambulance, hazardous materials response team, and other governmental and/or municipal services as are reasonably anticipated to be necessary or prudent in connection with Forty Niners' use of the Stadium pursuant to this Sublease.

5.2 Utilities and Maintenance. Forty Niners shall promptly provide StadCo with any changes in the NFL Rules and Regulations or procedures as may from time to time be adopted before or during the Sublease Term and which affect the operation of the Stadium during NFL Events. StadCo shall secure sufficient water, sewer, natural gas, and electric utilities, hookups, and capacities as are reasonably necessary to operate the Stadium. StadCo shall furnish or cause to be furnished (through a provider of StadCo's choice, in StadCo's sole discretion) all water, heat, air-conditioning, electricity, gas, local telephone, janitorial, and other services and utilities reasonably necessary for the operation of the Stadium, for the conduct, in comfort, of the Forty Niners Events, Practice Sessions and other related Forty Niners uses of the Subleased Premises as provided herein. The electricity for the Stadium shall be sufficient to light the Stadium with the degree of illumination reasonably required for color televising and other media broadcast (as contemplated by Section 8.1 hereof) of the Forty Niners Events in accordance with NFL quality broadcast requirements and shall at all times be sufficient, in Forty Niners' reasonable view, to permit Forty Niners to fully enjoy all of the Permitted Uses under this Sublease. Notwithstanding the above, StadCo shall not be responsible for an interruption of utility services that is beyond its control. StadCo, at StadCo's sole cost and expense, shall be solely responsible for maintaining and repairing the Stadium. Forty Niners shall have no responsibility for repair or maintenance at the Stadium, or the Subleased Premises, except for any repair or maintenance necessitated by any damage to or misuse of the Stadium or the Subleased Premises caused by the gross negligence or willful misconduct of Forty Niners or any of Forty Niners' agents, representatives, employees or contractors and further except as may be otherwise provided elsewhere in this Sublease. StadCo will provide cleaning services reasonably necessary to clean and maintain the Subleased Premises for all Forty Niners Events and other Permitted Uses.

StadCo shall furnish, operate, and maintain in good, clean order, condition and repair the Stadium and its fixtures, machinery, equipment, improvements, and other components (including, without limitation: all plumbing, heating, air-conditioning, electrical, and gas connections and systems; the Communication System; the Common Area; the Premium Seating and General Seating; the Playing Field and the remainder of the Subleased Premises; and the Forty Niners Spaces), so that the Stadium shall be in a condition ready for each Forty Niners Event, Practice Session, or other related Forty Niners use. None of the facilities or equipment required for Forty Niners Events shall be diminished or eliminated without Forty Niners' prior written consent other than in replacing furniture, fixtures and equipment which is damaged or obsolete. In performance of its maintenance duties hereunder, StadCo shall make such replacements, repairs and renovations of the Stadium and its equipment (excluding Forty Niners Equipment) as is reasonably required so that the Stadium (including inside the Stadium, the Parking Areas, and the outside Stadium landscaped areas) shall be in good, clean order, condition and repair in compliance with NFL Rules and Regulations and Applicable Law.

5.3 Condition of Stadium on Day of Forty Niners Events and Practice Sessions. On the day of Forty Niners Events, StadCo shall provide the Subleased Premises in the NFL Required Condition for the conduct of Forty Niners Events. Specifically, but not by way of limitation, this obligation includes, as applicable: the furnishing of the Playing Field in a condition meeting all NFL Rules and Regulations on the day of any NFL Event for purposes of allowing the Team and the visiting teams to conduct Warm-Up Sessions and NFL Events; the furnishing in good operating order, condition and repair on the day of each Forty Niners Event of all required team benches, tables and chairs, line marking, complete and effective lighting system, Communication Systems, phone hook-up from each bench on field level to respective coaches and assistant coaches, radio and television booths, and all other special equipment and facilities then reasonably necessary or desirable for the performance of the Forty Niners Event. StadCo shall provide for each Practice Session those facilities and equipment reasonably necessary or desirable therefor.

5.4 Staffing for Forty Niners Events. At its expense, Forty Niners shall employ the players, officials, timers, scorekeepers, scoreboard operators, public address announcer, and other persons directly engaged in the conduct of Forty Niners Events. StadCo shall furnish any other trained employees sufficient for the operation and maintenance of the Stadium for Forty Niners Events, which may include an event coordinator, parking lot attendants, plumbers, electricians, carpenters, maintenance crew, and supervisors qualified to operate the Stadium and its equipment. StadCo shall also employ additional Event Staffing (other than as set forth in this Section 5.4 above) in such number and with such qualifications as Forty Niners may reasonably require for the conduct of NFL Events consistent with NFL Rules and Regulations and procedures. In meeting the requirements of NFL Rules and Regulations, StadCo shall consult with Forty Niners on all issues relating to staffing levels and composition during Forty Niners Events and during times of other Forty Niners uses of the Stadium. Forty Niners shall be able to establish reasonable grooming, dressing and cleanliness standards for Event Staffing for Forty Niners Events and other StadCo employees or contractors who will have contact with Forty Niners Event Ticket holders, Forty Niners guests, and patrons during Forty Niners Events. Forty Niners shall have the right to require StadCo to implement certain customer service, security and hospitality training of Event Staffing working during Forty Niners Events that meets Forty Niners' reasonable goals.

## ARTICLE VI

### CONCESSIONS

6.1 Operation of Concessions. For Forty Niners Events, StadCo, itself or through its Concessionaire(s), shall diligently operate all Concession Operations within the Stadium Complex, any Private Parking Facilities and, as provided in the Ground Lease or in the Stadium Public Parking Agreements, the Public Parking Parcels, and Forty Niners shall have no independent rights to operate or maintain any such Concessions Operations at the Stadium without the prior written approval of StadCo. StadCo shall ensure that all personnel engaged in the sales of Concessions to Stadium patrons shall participate in customer service training programs staged by StadCo, a Concessionaire, or third party, as may be determined by StadCo to be reasonably necessary and as may be required by Applicable Law. StadCo agrees that it shall not enter into a Concession Agreement that obligates StadCo to sell certain name brand Consumable Concession and Non-Consumable Concession items at Forty Niners Events without the prior written approval of Forty Niners. All Concession Revenue from the sale of Consumable Concessions and Non-Consumable Concessions at Forty Niners Events shall be StadCo's Revenues ("StadCo's Concession Revenues").

6.2 Consumable Concessions. StadCo and Forty Niners will cooperate reasonably with one another regarding the Consumable Concessions to be sold at Forty Niners Events and the prices therefor. StadCo shall directly employ the sales personnel or contract with third parties for sale of Consumable Concessions at Forty Niners Events. StadCo, with cooperation from Forty Niners, shall designate the menu, name brands, and prices of Consumable Concession products to be sold at Forty Niners Events, including, without limitation, beverage pouring rights, but all such products shall be: (i) in compliance with all contracts existing at the time of such product designation among StadCo, its Concessionaires, and the producers or manufacturers of concession products sold at the Stadium, and (ii) consistent with NFL Rules and Regulations and Applicable Laws. Whichever party StadCo selects to handle alcoholic beverage services shall be responsible for compliance with all alcoholic beverage licensing requirements necessary for the sale of alcoholic beverages within the Stadium Complex.

#### 6.3 Non-Consumable Concessions.

6.3.1 Designation of Non-Consumable Concessionaires. In connection with the sale of Non-Consumable Concessions at the (i) Stadium and (ii) in the Forty Niners Store at all times (the "Forty Niners Non-Consumable Concession Operations"), StadCo shall self-operate or contract with a third party Concessionaire to operate the Forty Niners Non-Consumable Concession Operations in order to provide customer service and quality merchandise selected by Forty Niners. The Concession Agreement will set forth the duties and responsibilities of the Concessionaire applicable to the operation of the Forty Niners Non-Consumable Concession Operations.

6.3.2 Forty Niners' Input. StadCo, with Forty Niners' approval (such approval not to be unreasonably withheld, conditioned, or delayed), shall determine the kind, quality, quantity, and pricing of Non-Consumable Concessions to be sold at Forty Niners Events and in the Forty Niners Store. The number and size of the fixed locations where such products may be

sold within the Stadium shall be reasonably established by StadCo. Non-Consumable Concessions products shall be: (i) in compliance with all contracts existing at the time of such product designation among StadCo, its Concessionaires, and the producers or manufacturers of Non-Consumable Concessions sold in the Stadium, and (ii) consistent with NFL Rules and Regulations, as well as the conditions of Forty Niners' approval pursuant to this Section 6.3.2.

## ARTICLE VII

### ADVERTISING

7.1 Forty Niners Advertising. Except as otherwise provided in this ARTICLE VII or in the Stadium Lease, Forty Niners will have sole and exclusive control over, and will have the right to retain or dispose of all revenues derived from, (i) the sale of Advertising related to the Team (e.g., programs, advertising on or in Forty Niners Event schedules, advertising on Forty Niners Event Tickets, advertising in yearbooks, use of Team trademarks and logos, and advertising over the Stadium public address system during Forty Niners Events), (ii) Forty Niners Sponsor Signs, and (iii) all Advertising space and time on or in all Advertising related only to the Forty Niners Equipment and the Team's player uniforms (the foregoing forms of Advertising being herein referred to collectively as the "Forty Niners Sponsorship Elements," and the aforescribed revenues derived from such Forty Niners Sponsorship Elements being herein referred to collectively as the "Forty Niners Advertising Revenue"). No Advertising of any kind is to be placed on the Forty Niners Sponsorship Elements without the prior written consent of Forty Niners, which consent may be withheld in Forty Niners' sole discretion. Forty Niners will bear all expenses in connection with the Forty Niners Sponsorship Elements. In no event shall Advertising on the Forty Niners Sponsorship Elements conflict with or materially undermine the value of the Naming Rights or the Stadium Advertising. Nothing herein shall have the effect of restricting in any manner Forty Niners' right to insert Advertising spots in the Team's telecasts, all without any accountability to StadCo.

7.2 StadCo Advertising. Subject to the terms of the Stadium Lease, StadCo will have sole and exclusive control over, and will have the right to retain or dispose of, all revenues ("StadCo's Advertising Revenue") derived from the sale of Advertising space and time on or in all Advertising at the Stadium other than the Forty Niners Sponsorship Elements ("Stadium Advertising").

7.3 Intentionally Deleted.

7.4 Team Name, Logo and Schedule. StadCo shall display the Team's name, logo, and schedule in areas around the Stadium as reasonably requested by Forty Niners. Forty Niners hereby consent to, and grant StadCo the right and license, to so display the Team's name, logo and schedule in such manner and/or as may be otherwise mutually agreed between StadCo and Forty Niners.

7.5 Future Cooperation. All revenues derived from the sale of Advertising shall be allocated as provided in this ARTICLE VII or as hereafter otherwise agreed upon between the Parties in writing.

## ARTICLE VIII

### MEDIA DISTRIBUTIONS

8.1 Media Distribution. Subject to the terms of the Stadium Lease, except for Stadium-Enabled Viewing, Forty Niners shall have the exclusive right to control and to receive the revenue from all radio, television, and other media broadcasts, reproductions, and transmittals of the pictures, descriptions, and accounts of Forty Niners Events, and all other activities of the Team and the visiting teams incidental to Forty Niners Events in the Stadium permitted by this Sublease, regardless of the nature of the technology (whether new or existing) or the medium (whether new or existing) and whether distributed locally, nationally, internationally, or otherwise. The provisions of this Section 8.1 shall include and apply to, without limitation, cable television, over-the-air pay television, multipoint and multichannel multipoint distribution system television, direct broadcast satellite television, subscription television, master antenna and satellite antenna television and lower power television, closed circuit television, internet distribution and any other technology now or hereafter developed other than the Stadium-Enabled Viewing. Forty Niners will determine the rates charged for radio and television hook-ups by television or radio trucks or other distribution facilities (other than Stadium Enabled Viewing) for all Forty Niners Events at the Stadium (which rates may change as frequently as Forty Niners may determine). All such hook-up fee revenues shall be Forty Niners Revenue when generated from a Forty Niners Event. All Stadium-Enabled Viewing shall be controlled and distributed by StadCo.

8.2 Media Revenues. All revenue attributable to radio and television broadcasts of Forty Niners Events of the kind described in Section 8.1 above, except for Stadium-Enabled Viewing, shall be Forty Niners Revenue and/or NFL revenue, as the case may be. All expenses related to this Section 8.2 shall be paid by Forty Niners, except the expense of maintenance of broadcast equipment (which cost of maintenance of such equipment shall be borne by StadCo or the broadcast entities themselves).

8.3 Media Access. StadCo shall, subject to the provisions of Article 11 (Alterations) of the Stadium Lease, cause the Premium Stadium Areas, Forty Niners Locker Room, and such other areas of the Stadium as Forty Niners shall designate from time to time consistent with Comparable Facilities, to be wired or otherwise equipped throughout the Sublease Term with media distribution inputs and outputs for receipt and transmission of media distribution, in a manner reasonably acceptable to Forty Niners.

## ARTICLE IX

### PARKING

9.1 Parking. StadCo shall control and bear all expenses relating to the use of the Forty Niners Parking Areas for all Forty Niners Events and shall collect all revenue from the use of the Forty Niners Parking Areas for all Forty Niners Events and shall establish parking charges and collect parking revenue in such manner as StadCo may determine, subject to Forty Niners' prior approval with respect to such manner in respect to Forty Niners Events, such approval not to be unreasonably withheld, conditioned, or delayed. During Forty Niners Events, Forty Niners

shall have the exclusive right of use of the Forty Niners Parking Areas and, except as StadCo may agree from time to time with Suite Licensees and subject to the Stadium Authority's agreements with SBL Holders pursuant to the Stadium Lease, StadCo shall not rent or otherwise commit the Forty Niners Parking Areas in advance to other uses during Forty Niners Events. All revenue from the use of Forty Niners Parking Areas during Forty Niners Events shall be StadCo's Revenues. StadCo shall be solely responsible for collecting and distributing to the applicable taxing authority any Impositions related to the use of the Forty Niners Parking Area during Forty Niners Events. StadCo shall provide Forty Niners, at no charge, with the exclusive use of a mutually agreed number of on-site parking spaces in reasonably close proximity to the Stadium at all times during the Sublease Term for use by Forty Niners employees, players, coaches, and staff, and press ("Forty Niners In-House Parking"). In addition, StadCo shall also provide Forty Niners, without charge, with non-exclusive use during non-Forty Niners Event hours of parking spaces for use by patrons of the Forty Niners Box Office, Forty Niners Store and Hall of Fame as contemplated by and depicted and/or specified in the Project Documents. StadCo shall designate certain spaces in the Forty Niners Parking Areas for the use of Premium Seating ticket holders during Forty Niners Events, which spaces shall be located among the closest parking spaces to the Stadium and which shall be subject (in respect to the use thereof during Forty Niners Events) to the consent of Forty Niners.

## ARTICLE X

### TICKETS, PREMIUM SEATING

10.1 Tickets. Forty Niners shall control the pricing of, the advertising of, and the distribution or reissuance of Forty Niners Event Tickets, except for Forty Niners Event Tickets for the Suites, which will be distributed by StadCo pursuant to the terms of Section 10.2 hereof. With regard to all Forty Niners Event Tickets sold for Club Seats, Forty Niners shall be entitled to all portions of the cost of the applicable Club Seat Forty Niners Event Ticket other than the: (i) Premium Seating Premium, (ii) the City of Santa Clara Senior and Youth Program Fee, and (iii) Admissions Taxes and any other applicable Impositions, and StadCo agrees to pay over to Forty Niners all such portions of the cost of the applicable Club Seat Forty Niners Event Tickets which are collected by StadCo in connection with StadCo's collection of the Premium Seating Premium. StadCo shall not issue Forty Niners Event Tickets for Forty Niners Events or authorize anyone else to do so, except for Forty Niners Event Tickets in the Suites and/or other Premium Seating to the extent the Parties agree, and as directed by Forty Niners. No person shall be admitted to a Forty Niners Event without a valid Forty Niners Event Ticket or valid credentials issued by Forty Niners. During Forty Niners Events, the Playing Field, press room and other designated media areas shall be under the exclusive control of Forty Niners (which shall issue all credentials for Forty Niners Events and other tickets therefor). Forty Niners shall impose the City of Santa Clara Senior and Youth Program Fee on all Forty Niners Event Tickets sold by Forty Niners, in each case, in accordance with the terms of the Stadium Lease. Forty Niners shall be responsible for the collection of (x) the City of Santa Clara Senior and Youth Program Fee, and (y) all Admission Taxes and sales taxes, generated from the sale of Forty Niners Event Tickets by Forty Niners; and Forty Niners shall: (i) promptly deliver all collected City of Santa Clara Senior and Youth Program Fees and Admissions Taxes to StadCo; and (ii) timely remit collected sales tax to the applicable Governmental Authorities. Forty Niners acknowledges that pursuant to the Stadium Lease, the Stadium Authority possesses the sole and

exclusive right to sell, license, or otherwise transfer SBLs and similar instruments and rights with respect to any and all seats located in the Stadium and that the Stadium Authority shall be the sole and exclusive owner of any and all revenues relating to the Stadium Builders Licenses. Forty Niners hereby agree to offer season tickets to all SBL Holders in accordance with the terms of the SBL Agreement.

10.2 Suites. StadCo shall, subject to the Stadium Authority's rights in the Stadium Lease with respect to Non-NFL Events, control the marketing, promotion, pricing, sale, and licensing of Premium Seating in the Suites at the Stadium for all Events, specifically including, but not limited to, Forty Niners Events. Forty Niners shall, except as provided below, be responsible for issuing all Forty Niners Event Tickets for all Forty Niners Events to Premium Seat Holders in the Suites without charge, other than the fees charged pursuant to any Premium Seating Agreement, which fees shall be StadCo's Revenues. Notwithstanding the provisions of the immediately preceding sentence, it is agreed that Forty Niners Event Tickets distributed to Premium Seat Holders in the Suites in connection with the respective Suite licenses shall, for the purpose of determining Ticket Receipts, be valued at the same amount as the highest-priced Forty Niners Event Ticket for each Forty Niners Event at issue (unless Forty Niners agree, in its sole discretion, to a lower value for the Forty Niners Event Ticket for a particular Forty Niners Event) (the "Suite Ticket Valuation") and StadCo shall deliver to Forty Niners, within thirty (30) days after each Forty Niners Event, an amount equal to the product of: (i) the number of seats located within the Suites then licensed to third parties, multiplied by (ii) the Suite Ticket Valuation (the "Suite Seating Reimbursement"), which amounts shall be Forty Niners Revenue. In connection with each and every Suite Seating Reimbursement made by StadCo to Forty Niners, StadCo is also to remit to Forty Niners an amount equal to the sales tax payable in connection with the sales of Forty Niners Event Tickets located in the Suites and Forty Niners will be responsible for the payment of such sales tax to the applicable Governmental Authority. The Premium Seating Premium from the sale of Forty Niners Event Tickets in the Suites shall be StadCo's Revenues and all expenses incurred by StadCo in connection with the marketing, promotion, sale, and licensing of Premium Seating in the Suites shall be expenses of StadCo. As provided in the Project Documents, the Stadium shall provide a separate means of access for Premium Seat Holders at Forty Niners Events which shall be more convenient than the access provided for General Seating and shall provide such maintenance, services, and support to the Premium Seating areas as is reasonably necessary to comply with the obligations of the respective Premium Seating Agreements.

10.3 Admissions Tax and City of Santa Clara Senior and Youth Program Fee. StadCo will be solely responsible for the remittance of (i) all Admissions Taxes paid to and received by StadCo with respect to sales of Forty Niners Event Tickets to the applicable Governmental Authority and (ii) the City of Santa Clara Senior and Youth Program Fee paid to and received by StadCo with respect to sales of Forty Niners Event Tickets to the Stadium Authority; provided, however, the foregoing is contingent on the collection and delivery of such Admissions Taxes and City of Santa Clara Senior and Youth Program Fees on General Seating and Club Seat Forty Niners Event Ticket sales to StadCo from Forty Niners, as contemplated by Section 10.1 hereof.

## ARTICLE XI

### RECORDS, AUDITS

11.1 Stadium Records. StadCo shall maintain full, true and complete books and records with respect to the operations of the Stadium and the calculation of Forty Niners Revenue, and shall keep such records for seven (7) years after the Sublease Year to which they pertain. As often as may be reasonably requested by Forty Niners, StadCo shall provide Forty Niners an audit of Forty Niners Revenue for the then applicable (or immediately preceding) Sublease Year. The audit shall be conducted for the benefit of the Parties and the cost of which shall be shared by the Parties equally. Forty Niners, or its attorneys or accountants, shall be entitled to inspect the books and records of the Stadium at the offices of StadCo at reasonable times upon reasonable advance notice. At its expense, Forty Niners may annually conduct an audit of the books and records of the Stadium. After reasonable advance written notice by Forty Niners, StadCo shall provide or make available to Forty Niners, all books and records reasonably requested by Forty Niners, to conduct such audit. If either audit reveals an overpayment or underpayment of the Forty Niners Revenue, then StadCo shall either pay or collect (as the case may be) from Forty Niners the overpayment or the underpayment (as the case may be) within thirty (30) days of the completion of said audit. In the event of a discrepancy between such audits, the auditing firms shall reconcile such discrepancy and inform the Parties of their results. Moreover, Forty Niners agree that any and all information and material received or utilized by Forty Niners in connection with the exercise of any such audit rights shall be maintained as confidential and shall not be disclosed to any other person or entity except (i) as may be first consented to in writing by StadCo, in its sole discretion, (ii) as may be required by Applicable Law, (iii) as may be required by the NFL Rules and Regulations, and/or (iv) to such of Forty Niners' consultants and/or professional advisors who may first agree to similarly maintain confidentiality with respect thereto.

## ARTICLE XII

### ASSIGNMENT & SUBSUBLETTING

12.1 Assignment. Forty Niners shall have the right at any time, without the consent of StadCo, to sell or assign all, or any portion, of the subleasehold estate created hereby, or all, or any, of the rights of Forty Niners hereunder, so long as such assignment is in connection with the NFL-approved sale of the Team and Forty Niners' NFL Franchise and assignment of all applicable Project Documents and is otherwise permitted under Paragraph 16.2.3 of the Stadium Lease. All other assignments, subleases, transfers, or conveyances of this Sublease will, except as provided herein, require StadCo's prior written consent. Upon any such assignment, the assignee shall be deemed to have taken such assignment subject to the terms and conditions of this Sublease. Except as provided below, Forty Niners shall remain liable to StadCo for all liabilities or obligations of Forty Niners provided under this Sublease pertaining to the Subleased Premises, notwithstanding any such assignment, unless expressly released therefrom by StadCo. Notwithstanding the foregoing, Forty Niners shall be relieved from all liabilities or obligations under this Sublease pertaining to the assigned portion of the Subleased Premises if such assignment is made in connection with the NFL-approved sale or transfer of the Team and Forty Niners' NFL Franchise to an entity not affiliated with Forty Niners, provided the assignee and the

new owner of the Team and Forty Niners' NFL Franchise expressly assumes all obligations of Forty Niners under the Non-Relocation Agreement and this Sublease, with respect to the assigned portion of the Subleased Premises.

12.2 Assignment of Agreement or Transfer of the Stadium by StadCo. Notwithstanding anything to the contrary contained herein, StadCo has the right, subject to the provisions of the Stadium Lease, to assign, convey, encumber or otherwise transfer: (i) any obligation or duty of StadCo under this Sublease, and/or (ii) any of StadCo's Revenues to a third party in StadCo's sole discretion. In connection with any permitted transfer under the Stadium Lease, StadCo shall provide Forty Niners with written notice of the proposed transfer at least thirty (30) days prior to its effective date. Any permitted transferee of StadCo shall take subject to and must assume all of the obligations of StadCo under this Sublease and all other applicable Stadium Lease Documents and shall execute an Assignment and Assumption Agreement in such form and content as is mutually and reasonably acceptable to Forty Niners and StadCo.

12.3 Enforcement. Each Party agrees that the rights conveyed by this ARTICLE XII are of a kind for which there is no adequate remedy at law and for which money damages will not be adequate compensation. Therefore, each Party agrees that, if such Party (the "Breaching Party") breaches or attempts to breach the covenants of this ARTICLE XII, the other Party (the "Non-Breaching Party") shall have the right to obtain an injunction or decree of specific performance from any court of competent jurisdiction to restrain or compel the Breaching Party to perform the covenants contained in this ARTICLE XII. The Non-Breaching Party's right to seek injunctive relief under this ARTICLE XII shall be without the necessity of: (i) proving irreparable harm; (ii) consideration of the balance of harm; (iii) consideration of the public interest; (iv) establishing that monetary damages are inadequate; or (v) the posting of a bond. The Breaching Party, for itself, its successors and assigns, acknowledges and agrees that the administration of an order for injunctive relief will not be impractical and that, in the event of such breach or attempted breach, the balance of hardship weighs in favor of the entry of injunctive relief. The covenants of the Parties in this ARTICLE XII shall each be construed as an agreement independent of any other provision in this Sublease. Any and all amounts received by StadCo or Forty Niners pursuant to the enforcement of such provisions, less any amounts paid or incurred by StadCo or Forty Niners to enforce such provisions and not reimbursed pursuant to the preceding sentence, shall be payable to StadCo or Forty Niners as applicable.

## ARTICLE XIII

### SUBLEASEHOLD MORTGAGES

13.1 Subleasehold Mortgage Permitted. Forty Niners shall from time to time and at any time have the right to grant a Subleasehold Mortgage, and in such event, upon Forty Niners' written request to StadCo, StadCo will execute and deliver a reasonable estoppel certificate and recognition agreement, addressed to the Subleasehold Mortgagee under such Subleasehold Mortgage, confirming the terms of this ARTICLE XIII and providing StadCo's agreement to recognize the Subleasehold Mortgagee or any purchaser of the Subleased Premises at foreclosure of the Subleasehold Mortgage in the same manner as an assignee pursuant to Section 12.1 hereof; provided, however, such recognition by StadCo shall only occur if Subleasehold Mortgagee simultaneously acquires the rights to the Team and Forty Niners' NFL Franchise, and

the corresponding right to undertake NFL Events, under NFL Rules and Regulations. StadCo agrees to accept any amendments of this Sublease which are requested by a Subleasehold Mortgagee prior to the execution of its Subleasehold Mortgage which are reasonably calculated to protect the Subleasehold Mortgagee's interest in this Sublease under its Subleasehold Mortgage and which do not, in the reasonable opinion of StadCo, materially diminish the rights of StadCo under this Sublease nor violate or breach the terms and provisions of the Stadium Lease and other Stadium Lease Documents. Notwithstanding the foregoing provisions of this paragraph, no Subleasehold Mortgagee shall by virtue thereof acquire any greater right in the Subleased Premises and in any building or improvements located within the Stadium than Forty Niners then had under this Sublease, and any Subleasehold Mortgage (and the indebtedness secured thereby) shall at all times be and remain inferior and subordinate to all of the conditions, covenants, and obligations of the Stadium Lease, the other Stadium Lease Documents, any mortgage granted to a Recognized Mortgagee and this Sublease, and to all of the rights of StadCo hereunder.

13.2 Notices to Subleasehold Mortgagees. If, at any time after execution and recordation of any Subleasehold Mortgage in the Real Property Records of Santa Clara County, California, the Subleasehold Mortgagee or Forty Niners shall notify StadCo in writing that the Subleasehold Mortgage on the Subleased Premises (or portion thereof) has been given and executed by Forty Niners, and shall furnish StadCo at the same time with the address to which Subleasehold Mortgagee desires copies of notices to be mailed, or designates therein some person or corporation as its agent and representative for the purpose of receiving copies of notices, StadCo hereby agrees that it will thereafter mail to Subleasehold Mortgagee and to the agent or representative so designated by the Subleasehold Mortgagee, at the address so given, duplicate copies of any and all written default notices which StadCo may from time to time give or serve upon Forty Niners under and pursuant to the terms and provisions of this Sublease, or in connection herewith, and any and all pleadings in suits filed by StadCo against Forty Niners, as applicable.

13.3 Subleasehold Mortgagee's Right to Cure. If StadCo shall ever be entitled to exercise a remedy hereunder, after the giving of notice or the passage of time, as applicable, StadCo, subject to notification by Subleasehold Mortgagee pursuant to Section 13.2 above, shall deliver written notice to Subleasehold Mortgagee of StadCo's intention to so terminate this Sublease and describing the existing default(s) hereunder, and Subleasehold Mortgagee thereafter shall have thirty (30) days to cure the default(s) described in such written notice. Notwithstanding the provisions of the immediately preceding sentence, in the event (i) such default(s) is/are not capable of cure within such 30-day period, this Sublease may not be terminated if Subleasehold Mortgagee shall deliver to StadCo, within such 30-day period, written notice of Subleasehold Mortgagee's intention to cure the specified default(s) and shall commence and diligently pursue the cure of the specified default(s) and such default(s) is/are cured within ninety (90) days of the date of such notice from Subleasehold Mortgagee to StadCo, or (ii) any Subleasehold Mortgagee is not in actual possession of the Subleased Premises on the date of the additional notice given to the Subleasehold Mortgagee under this Section 13.3, and possession of the Subleased Premises is necessary in order to cure any default(s) disclosed in such additional notice, then the time within which such Subleasehold Mortgagee may commence to cure such default shall be extended for a reasonable time, not to exceed ninety (90) days, until such Subleasehold Mortgagee can obtain actual possession thereof. No purported termination of this

Sublease shall be effective until the additional written notice required by this Section 13.3 shall have been given to Subleasehold Mortgagee and such 30-day period, or additional time period as provided above, shall have expired without the described default(s) having been cured. Subleasehold Mortgagee may, at its option any time before the rights of Forty Niners under this Sublease shall have been terminated, pay any amounts due hereunder, procure any insurance required hereunder, make any repairs and improvements required hereunder, or do any other act or thing or make any other payment required of Forty Niners by the terms of this Sublease or which may be necessary and appropriate to comply with the covenants and conditions of this Sublease to prevent the termination of this Sublease. All payments so made and all things so done and performed by any such Subleasehold Mortgagee shall be as effective to prevent a forfeiture of the rights of Forty Niners hereunder as if performed by Forty Niners.

13.4 New Lease. Notwithstanding anything to the contrary contained in this Sublease or otherwise, in the event of termination of this Sublease for any reason prior to the stated expiration date of the Sublease Term, StadCo shall promptly notify all Subleasehold Mortgagees of such termination. If the Subleasehold Mortgagee having the highest priority with respect to this Sublease: (i) cures all defaults giving rise to such termination, as provided herein, and (ii) simultaneously acquires the rights to the Team and Forty Niners' NFL Franchise, and the corresponding right to undertake NFL Events, under NFL Rules and Regulations, StadCo shall enter into a new sublease of the Subleased Premises with such Subleasehold Mortgagee for the remainder of the Sublease Term, such new sublease to be effective as of the date of termination of this Sublease, at the payments then payable under ARTICLE III hereof, and upon all of the same terms, conditions, covenants, agreements, provisions and limitations contained herein, subject to the following:

(i) The Subleasehold Mortgagee entitled to the new sublease shall make written request to StadCo for a new sublease within sixty (60) days after receipt by the Subleasehold Mortgagee of written notice from StadCo of the termination of this Sublease; and

(ii) At the time of the execution and delivery of the new sublease, the Subleasehold Mortgagee shall pay to StadCo all amounts specified in the notice of termination delivered by StadCo which would have been due hereunder except for such termination, and which are then currently due except for such termination, and shall promptly cure all other defaults giving rise to such termination and/or which may have otherwise occurred and then be continuing. The provisions of this Section 13.4 shall survive the termination of this Sublease and shall continue in full force and effect thereafter to the same extent as if this Section 13.4 was a separate and independent contract among StadCo, Forty Niners, and any Subleasehold Mortgagee.

13.5 Subleasehold Mortgagee's Liability. Unless a new sublease shall have been executed pursuant to Section 13.4 above, no Subleasehold Mortgagee shall be or become personally liable to StadCo, as an assignee of this Sublease, for the payment or performance of any obligation of Forty Niners unless and until: (i) such Subleasehold Mortgagee expressly assumes by written instrument the payment or performance of such obligation, or (ii) unless resulting from Subleasehold Mortgagee's own direct act (in which event the Subleasehold Mortgagee shall be automatically personally liable for any such obligations or liabilities resulting

from such Subleasehold Mortgagee's own direct act, without further obligation of assumption, notice or other action), and no assumption of liability shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by any Subleasehold Mortgage, or from a conveyance or assignment pursuant to which any purchaser at foreclosure shall acquire the rights and interest of Forty Niners under the terms of this Sublease; provided, however, any such assignee or purchaser must timely and diligently perform all obligations of Forty Niners hereunder.

#### ARTICLE XIV

##### FORTY NINERS EQUIPMENT; ADDITIONS AND ALTERATIONS

14.1 Forty Niners Equipment: Additions. Forty Niners may place and store such Forty Niners Equipment in the Forty Niners Spaces as is necessary for the conduct of the NFL Events and the other Permitted Uses of Forty Niners hereunder, without any charge therefor. All Forty Niners Equipment shall be purchased and maintained by, and shall be and remain the property of, Forty Niners and may be removed at any time by Forty Niners.

Forty Niners shall, subject to and only after compliance with any and all applicable provisions of the Stadium Lease pertaining thereto and further subject to and only after obtaining the prior written consent of StadCo with respect thereto and of the plans and specifications therefor (which consent of StadCo shall not be unreasonably withheld and shall in any event be granted where the applicable Additional Improvements are required by then applicable NFL Rules and Regulations), have the right, at Forty Niners' sole expense, but not the obligation, to make Additional Improvements to the Forty Niners Spaces from time to time as Forty Niners may reasonably choose. Following any such installation of any such Additional Improvements, such Additional Improvements may be removed by Forty Niners from the Stadium from time to time as Forty Niners may elect (except to the extent that any such Additional Improvements shall not be removable in accordance with the terms and conditions of the Stadium Lease), but Forty Niners shall repair or cause to be repaired any damages caused by such removal at Forty Niners' sole expense. No additional compensation of any kind or nature, including, without limitation, no rent or sublease fee, shall be payable by (or to) Forty Niners in connection therewith. Forty Niners shall keep the Stadium free from, and shall indemnify, defend and hold harmless StadCo with respect to, all damages, costs, liabilities and obligations resulting or arising from or in connection with any and all Liens incurred, granted or permitted by Forty Niners in installing the Forty Niners Equipment or constructing or installing Additional Improvements. If, within sixty (60) days following the filing or other assertion of any such Lien, Forty Niners does not cause any such Lien to be released in a manner satisfactory to StadCo (such as by posting a bond or other acceptable security), StadCo shall have the right (but not the obligation) to cause the Lien to be released by any means StadCo deems proper (including, without limitation, payment of the underlying obligations relating to such Lien). All reasonable sums paid and expenses (together with interest thereon from the date incurred until paid at the Default Rate) incurred by StadCo in connection therewith, including, without limitation, reasonable and necessary attorneys' fees and costs, shall be payable by Forty Niners to StadCo within ten (10) Business Days of demand therefor by StadCo. Forty Niners shall provide StadCo with a copy of the "as built" construction plans and specifications for such Additional Improvements upon StadCo's request therefor.

## ARTICLE XV

### INDEMNIFICATION

#### 15.1 Indemnification.

15.1.1 Indemnification by StadCo. StadCo shall, except as provided in Section 15.1.2 below, defend, protect, indemnify and hold harmless Forty Niners, and its officers, directors, employees, representatives, consultants, and agents, from and against any and all liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorney's fees and expenses) arising from or in connection with any injury to or death of a Person or any damage to property (including loss of use) resulting from, arising out of or in connection with: (i) any default by StadCo under this Sublease; or (ii) the negligence or willful misconduct of StadCo or its contractors, employees, officers, directors, representatives, consultants or agents; or (iii) any violation by StadCo of any copyright, patent, service mark, trade name, or trademark. The Parties hereby acknowledge and agree that the rights of Forty Niners to indemnification under this ARTICLE XV is completely independent and separate from, and shall not limit Forty Niners' right to seek, remedies and relief under ARTICLE XX hereof or under Applicable Law, and no qualification to or limitations on StadCo's obligation to indemnify any Person as provided herein shall affect or limit the rights of any Person to damages or any other relief for damages or liabilities arising out of or in connection with an Event of Default by StadCo, or the events or conditions described in subparagraphs (i), (ii), or (iii) of this Section 15.1.1, under the provisions of ARTICLE XX hereof or under Applicable Law.

15.1.2 StadCo's Exclusions. Notwithstanding the provisions of Section 15.1.1 above, StadCo shall not be liable for any liabilities, damages, suits, claims, and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

(i) Any injury to or death of a Person or any damage to property (including loss of use) to the extent caused by the negligence or willful misconduct of Forty Niners, or its respective employees, officers, directors, contractors, representatives, consultants or agents;

(ii) Forty Niners' violation of any of its respective obligations under this Sublease or any Applicable Law or any deed restriction or insurance policy, now or hereafter in effect and applicable to Forty Niners or the Subleased Premises;

(iii) The existence of any Hazardous Materials in, on or under the Stadium prior to the Effective Date, but the foregoing shall not apply to any Hazardous Materials introduced to the Stadium by StadCo or the Stadium Authority, or any of their respective employees, officers, directors, contractors or agents;

(iv) Any Environmental Event caused or not disclosed by the City or the Stadium Authority or any of their employees, officers, directors, contractors, agents, guests, or invitees; or

(v) Any loss or liability due to Force Majeure.

## 15.2 Indemnification Procedures.

(i) If any Person indemnified pursuant to Section 15.1 above (an "Indemnitee") shall discover or have actual notice of facts giving rise or which may give rise to a claim for indemnification under this ARTICLE XV, or shall receive notice of any Action with respect to any matter for which indemnification may be claimed, the Indemnitee shall, within twenty (20) days following service of process (or within such shorter time as may be necessary to give the Person obligated to indemnify the Indemnitee (the "Indemnitor") a reasonable opportunity to respond to such service of process) or within twenty (20) days after receipt of any other such notice, notify the Indemnitor in writing thereof, to be accompanied by a statement of such information respecting such matter as the Indemnitee then has; it being understood and agreed that any failure or delay of the Indemnitee to so notify the Indemnitor shall not relieve the Indemnitor from liability hereunder except and solely to the extent that such failure or delay shall have adversely affected the Indemnitor's ability to defend against, settle, or satisfy any such Action. Following its receipt of any such notice, the Indemnitor shall have the right, at its sole cost and expense, to contest or defend such Action through attorneys, accountants, and others of its own choosing (the choice of such attorneys, accountants, and others being subject to the approval of the Indemnitee, such approval not to be unreasonably withheld or delayed) and in the event the Indemnitor elects to do so, it shall promptly notify the Indemnitee of such intent to contest or defend such Action. If, within twenty (20) days following Indemnitor's receipt of such notice from the Indemnitee (or within such shorter time as may be necessary to give the Indemnitor a reasonable opportunity to respond to service of process or other judicial or administrative action), the Indemnitee has not received notice from the Indemnitor that such Action will be contested or defended by the Indemnitor, the Indemnitee shall have the right to: (i) authorize attorneys satisfactory to Indemnitee to represent it in connection therewith, or (ii) subject to the approval of the Indemnitor, which approval shall not be unreasonably withheld or delayed, at any time settle, compromise, or pay such Action, in either of which events the Indemnitee shall be entitled to indemnification therefor in accordance with this ARTICLE XV.

(ii) In the event and so long as the Indemnitor is actively contesting or defending against an Action, as hereinabove provided, the Indemnitee shall cooperate with the Indemnitor and its counsel in such contest or defense, shall join in making any appropriate counterclaim or cross-claim in connection with the Action, and shall provide such access to the books and records of the Indemnitee as shall be reasonably necessary in connection with such defense or contest, all at the sole cost and expense of the Indemnitor. Notwithstanding that the Indemnitor is actively conducting such defense or contest, any Action may be settled, compromised or paid by the Indemnitee without the consent of the Indemnitor; *provided, however, that* if such action is taken without the Indemnitor's consent, the Indemnitor's indemnification obligations hereunder in respect of such claim shall thereby be nullified. Any such Action may be settled, compromised, or paid by the Indemnitor without the Indemnitee's consent, so long as such settlement or compromise does not cause the Indemnitee to incur any present or future material cost, expense, obligation, or liability of any kind or nature, or require any admission or action or forbearance from action by Indemnitee.

(iii) In the event any Action involves matters partly within or partly outside the scope of the indemnification by an Indemnitor hereunder, then the attorneys' fees, costs, and expenses of contesting or defending such Action shall be equitably allocated between the Indemnitee and the Indemnitor.

(iv) If a conflict of interest exists between the Indemnitee and the Indemnitor with respect to any Action, the Indemnitee shall have the right to participate in the defense of such Action with separate counsel chosen by the Indemnitee, subject to the reasonable approval of the Indemnitor, and paid by the Indemnitor.

15.3 No Third Party Beneficiary. The provisions of this ARTICLE XV are solely for the benefit of StadCo and Forty Niners, and are not intended to create or grant any rights, contractual or otherwise, to any other Person.

15.4 Insurance. Each Party hereto acknowledges that it shall look first to the proceeds of any insurance policies maintained by the other Party (pursuant to ARTICLE XVI below or otherwise) for recovery in respect of the obligations of the other Party under this ARTICLE XV and, if such proceeds are insufficient, then to the Indemnitor.

15.5 Survival. The obligations contained in this ARTICLE XV will survive the expiration or earlier termination of this Sublease, but only insofar as such indemnities relate to any liabilities, damages, suits, claims, or judgments that accrue or arise prior to, or any acts or omissions that occur prior to, the expiration or earlier termination of this Sublease.

## ARTICLE XVI

### INSURANCE

16.1 Forty Niners' Insurance. Commencing on the Sublease Commencement Date, and at all times during the Sublease Term, Forty Niners shall cause to be procured and maintained (either by Forty Niners or an Affiliate thereof) in full force and effect, the following insurance coverages and limits of such coverage.

16.1.1 Commercial General Liability Policy. A commercial general liability insurance policy ("Forty Niners GL Policy"), written on an occurrence basis and limited to the Subleased Premises (or if not so limited, having a general aggregate limit that shall be site-specific to the Subleased Premises), naming Forty Niners as the named insured (with the effect that Forty Niners and its employees are covered), StadCo as an additional named insured, and the City and Stadium Authority as additional insureds, affording protection against liability arising out of personal injury, bodily injury and death, and/or property damage occurring in, upon or about the Subleased Premises or resulting from, or in connection with, Forty Niners' or any subsublessee's or licensee's use or occupancy of the Subleased Premises, or use thereof by any of Forty Niners' or any subsublessee's or licensee's respective invitees, employees, agents, independent contractors or any other person acting for Forty Niners or under its control or direction, and containing provisions for severability of interests. The Forty Niners GL Policy shall be in such amount and such policy limits so that the coverage and limits are adequate to maintain the Forty Niners Excess/Umbrella Policy (as hereinafter defined) without gaps in coverage between the Forty

Niners GL Policy and the Forty Niners Excess/Umbrella Policy. The Forty Niners GL Policy will include, without limitation, endorsements for: (i) premises and operations coverage with no exclusions for explosion, collapse, or underground property damage, (ii) blanket contractual liability coverage with the personal injury exclusion deleted, (iii) personal injury and advertising injury coverage, (iv) host/liquor liability coverage, (v) broad form property damage coverage, (vi) incidental medical malpractice liability coverage, and (vii) hoists, elevators, and escalators coverage.

16.1.2 Workers' Compensation Policy. A workers' compensation insurance policy, together with any and all other statutory forms of insurance now or hereafter prescribed by Applicable Law, providing statutory coverage under the laws of the State of California for all Persons employed by Forty Niners in connection with the Subleased Premises, and employers liability insurance policy (with the aforesaid statutory coverage, collectively, the "Forty Niners Workers' Compensation Policy") affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (policy limit).

16.1.3 Excess/Umbrella Policy. An excess or umbrella liability insurance policy ("Forty Niners Excess/Umbrella Policy"), written on an occurrence basis, in an amount not less than Twenty-Five Million and No/100 Dollars (\$25,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death, and/or property damage liability combined, such policy to be written on an excess basis above the coverages required hereinabove (specifically listing such underlying policies) and following the form of such underlying policies including the requirement to include StadCo as an additional named insured and the City and Stadium Authority as additional insureds. The Parties hereby agree that the coverages required in this Section 16.1.3 may be provided in Tenant's Excess/Umbrella Policy (as defined in the Stadium Lease), so long as Forty Niners is an additional named insured and the City and Stadium Authority are additional insureds in any such policy.

16.1.4 Property Insurance. Insurance on a "causes of loss-special form" basis providing coverage against damage and destruction of the Forty Niners Equipment and Additional Improvements, in the amount of the replacement value of such Forty Niners Equipment and Additional Improvements with customary deductibles and coinsurance.

16.1.5 Additional Insurance. If it becomes reasonably prudent or customary in the applicable industry for tenants or occupants of properties similar in nature, use and size to the Subleased Premises to provide or carry insurance with other coverages or increased coverages over the insurance described and required under this Section 16.1, then, within thirty (30) days after StadCo's reasonable request therefor, Forty Niners shall provide StadCo with an insurance policy or policies (or certificate(s)) evidencing the obtaining and maintaining of such policy or policies containing such other or increased coverages, in form and content reasonably satisfactory to StadCo, as so requested to provide such increased or other coverages, and which insurance policy or policies shall otherwise be in compliance with the terms and conditions of this ARTICLE XVI.

16.2 Other Insurance Requirements.

16.2.1 StadCo's Insurance. StadCo shall procure and maintain, during the Sublease Term, the insurance required by the Stadium Lease (the "StadCo's Insurance"). StadCo's Insurance shall insure StadCo's obligations under Section 15.1.1 hereof. No amendment of the Stadium Lease shall relieve StadCo of its obligations to provide StadCo's Insurance as set forth in the Stadium Lease on the date hereof.

16.3 Failure to Maintain. If at any time and for any reason either Forty Niners or StadCo fails to provide, maintain, keep in force and effect, or deliver to the other Party proof of any of the insurance required hereunder, or under the Stadium Lease, and such failure continues for ten (10) days after written notice thereof from any other Party, then the other Party may, but shall have no obligation to, procure single interest insurance for such risks covering the other Party (or, if no more expensive, the insurance required by this Sublease or by the Stadium Lease, as applicable), and the Party that failed to meet its obligations hereunder, as the case may be, shall, within ten (10) days following the other Party's demand and notice therefor, pay and reimburse such other Party therefor.

16.4 Additional Policy Requirements.

16.4.1 Insurers; Certificates and Other Requirements.

(i) Except as otherwise provided in the Stadium Lease, all insurance policies required to be procured under this ARTICLE XVI shall be effected under valid policies issued by insurers that are duly authorized to issue such coverage under all Applicable Law and which have an Alfred M. Best Company, Inc. rating of "A-" or better and a financial size category of not less than "X" (or, if Alfred M. Best Company, Inc. no longer uses such rating system, then the equivalent or most similar ratings under the rating system then in effect, or if Alfred M. Best Company, Inc. is no longer the most widely accepted rater of the financial stability of insurance companies providing coverage such as that required by this Sublease, then the equivalent or most similar rating under the rating system then in effect of the most widely accepted rater of the financial stability of such insurance companies at the time).

(ii) Each and every policy required to be carried hereunder shall provide for waivers of subrogation, by endorsement or other means, which waivers of subrogation shall be effective as to any Party; *provided, however, that* the Forty Niners Workers Compensation Policy shall only have to comply with this subsection (ii) if available.

(iii) Each and every insurance policy required to be carried hereunder by or on behalf of any Party shall provide a certificate evidencing the existence of each such insurance policy in a form and content reasonably satisfactory to such other party.

(iv) Notwithstanding the foregoing provisions of this Section 16.4.1, in the event that a proposed insurance policy does not permit StadCo to be an additional named insured, then the policy will be acceptable to StadCo if StadCo is included as an

additional insured and, in any event, the Parties hereto mutually agree to the rights of StadCo, the Stadium Authority and City as being an additional insured under such policy.

16.4.2 Delivery of Evidence of Insurance. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms hereof, on or before the date on which each such policy is required to be first obtained and at least thirty (30) days before the expiration of any policy required hereunder which was previously obtained, Forty Niners or StadCo, as the case may be, shall deliver to the other Party evidence (in a form and content reasonably satisfactory to such other Party) showing that such insurance is in full force and effect and in compliance with the requirements hereof. Such evidence shall include certificates of insurance issued by a responsible officer of the issuer of such policies, or, in the alternative, a responsible officer of an agent authorized to bind the named issuer, setting forth the name of the issuing company, the coverage, limits, deductibles, endorsements, term, and termination provisions thereon, and otherwise in form and content reasonably satisfactory to the other Party hereto. By no later than: (i) thirty (30) days after the effective date of any insurance policy required under this Sublease, Forty Niners or StadCo, as the case may be, shall provide the other Party with reasonable evidence that all premiums for such Party's coverage have either been paid or are payable in installments, and (ii) one hundred twenty (120) days after the effective date of any issuance policy required under this Sublease, Forty Niners or StadCo, as the case may be, shall provide the other Party with a copy of such insurance policy.

16.4.3 Waiver of Recovery. None of Forty Niners or StadCo shall be liable to any other Party or to any insurance company (by way of subrogation or otherwise) insuring the other Party for any loss or damage to property, or losses under workers' compensation laws and benefits, **EVEN THOUGH SUCH LOSS OR DAMAGE MIGHT HAVE BEEN OCCASIONED BY THE NEGLIGENCE (WHETHER ORDINARY OR GROSS) OF SUCH PARTY, ITS AGENTS, OR EMPLOYEES**, if and to the extent any such loss or damage is actually covered or required hereunder to be covered or could under customary circumstances be covered by insurance benefiting the Party suffering such loss or damage. The provisions of this Section 16.4.3 are not intended to limit the claims of any Party to the face amount or coverage of insurance policies herein provided for or to evidence a waiver by any Party of any claim for damages in excess of the face amount or coverage of any such insurance policies. Neither the issuance of any insurance policy required under, or the minimum limits specified in, this ARTICLE XVI with respect to Forty Niners or StadCo's insurance coverage, shall be deemed to limit or restrict in any way Forty Niners' or StadCo's liability arising under or out of this Sublease. Notwithstanding the foregoing provisions of this paragraph, the failure of any Party to obtain or maintain any insurance policy required hereunder shall be a defense for the other Party to any claim asserted by such defaulting Party against any or all of the other Party by reason of any loss sustained by such defaulting Party that would have been covered by any such insurance policy.

## ARTICLE XVII

### DAMAGE OR DESTRUCTION AND CONDEMNATION

17.1 StadCo. If during the Sublease Term the Stadium, the Subleased Premises, or any other part of the Stadium shall be damaged by fire or other casualty, Stadium Authority or

StadCo, as provided in the Stadium Lease, shall repair and restore, or shall cause to be repaired and restored, the Stadium in accordance with the terms of the Stadium Lease; and this Sublease shall in such event continue in effect without diminution of the other obligations of Forty Niners hereunder (the "Casualty Repair Work"). All such restoration shall be in accordance with the requirements of the Stadium Lease. StadCo shall use all reasonable efforts to effect such repairs and/or reconstruction in a manner that will not unreasonably interfere with Forty Niners' occupancy hereunder, but StadCo shall not be required to make such repairs and/or reconstruction only during non-business hours.

17.2 Forty Niners. In the event of any damage or destruction of the Forty Niners Equipment or to the Additional Improvements caused by the negligence or willful acts of Forty Niners, its subsublessees, licensees, or concessionaires, or any such party's respective employees or agents, this Sublease shall continue in effect without any diminution of the obligations of Forty Niners hereunder and Forty Niners may elect whether to replace or restore such damage or destruction; provided, however, notwithstanding the foregoing, in the event the Stadium Lease or any of the other Stadium Lease Documents requires the restoration or replacement of the damaged or destroyed Forty Niners Equipment and/or Additional Improvements, then Forty Niners shall promptly restore and repair, as applicable, any Forty Niners Equipment and/or Additional Improvements damaged or destroyed as a result of the negligence or willful acts of Forty Niners, its subsublessees, licensees, or concessionaires, or any such party's respective employees or agents.

17.3 Subtenant Operating Obligation. Notwithstanding any other contrary provision of this Sublease, if during the Sublease Term the Stadium, the Subleased Premises, or any other part of the Stadium shall be damaged by fire or other casualty, Forty Niners shall be permitted to play, and to enter into arrangements to permit it to play, what would otherwise be a NFL Home Game at a location other than the Stadium as and to the extent permitted in the Non-Relocation Agreement. Occupancy of a temporary alternative site shall in no way diminish or limit StadCo's obligation to restore, or to use commercially reasonable efforts to cause the Stadium Authority to restore, the Stadium as required by the provisions of this Article.

17.4 Completion of Construction. StadCo shall perform, or shall cause Stadium Authority to perform, the Casualty Repair Work as and to the extent required by the Stadium Lease. Upon completion of the Casualty Repair Work, Forty Niners shall return to the Stadium and shall again be obligated to play all NFL Home Game(s) at the Stadium as and to the extent required by the Non-Relocation Agreement. In the event that StadCo or the Stadium Authority, as provided in the Stadium Lease, (a) fails to diligently commence construction of any Casualty Repair Work within a reasonable period, not to exceed one year, following the occurrence of a Casualty (the "Commencement Deadline"), or (b) fails to substantially complete construction of the same within thirty-six (36) months following the commencement of the construction of such Casualty Repair Work, as such time may be extended by virtue of Force Majeure or with the approval of Forty Niners, which shall not be unreasonably withheld or delayed (the "Construction Deadline"), then Forty Niners may terminate this Sublease upon sixty (60) days prior written notice to StadCo.

17.5 Condemnation.

17.5.1 Subject to the provisions of Section 17.5.2, if all or part of the Stadium is taken by right of eminent domain, with or without litigation, or transferred in lieu of or under threat of such action (collectively a "Taking" or is "Taken"), Stadium Authority or StadCo, as provided in the Stadium Lease and to the extent required by the Stadium Lease, shall perform the Condemnation Repair Work and this Sublease shall continue in effect without reduction in the consideration paid by Forty Niners except as otherwise provided in this Sublease. All restoration shall be in accordance with the requirements of the Stadium Lease.

17.5.2 If there shall be a Taking (other than a Temporary Taking) of (i) the whole or substantially all of the Stadium (excluding a Taking of the fee estate, Stadium Authority's leasehold estate or StadCo's subleasehold estate, if after such Taking, Forty Niners' rights under this Sublease are not affected) or (ii) the whole or substantially all of the Subleased Premises, and, in each case, as a result of such Taking, a Stadium Untenantable Condition has occurred, then, Forty Niners may terminate this Sublease upon sixty (60) days prior written notice to StadCo, provided such notice is provided with reasonable promptness in the circumstances, but in all events within one hundred twenty (120) days after Forty Niners receives written notification of the estimated time required to remedy such Taking.

17.5.3 Notwithstanding any other contrary provision of this Sublease, if there shall be a Taking during the Sublease Term, Forty Niners shall be permitted to play, and to enter into arrangements to permit it to play, what would otherwise be a NFL Home Game at a location other than the Stadium as and to the extent permitted in the Non-Relocation Agreement. Occupancy of a temporary alternative site shall in no way diminish or limit StadCo's obligation to restore, or to use commercially reasonable efforts to cause the Stadium Authority to restore, the Stadium as required by the provisions of this Article.

## ARTICLE XVIII

### USE COVENANT

18.1 No Interference. StadCo and Forty Niners shall not take any action which might reasonably be expected to conflict with or interfere in any material respect with: (i) the operation of the Stadium (or which causes the Stadium to be unavailable for uses permitted by the Stadium Lease or this Sublease), (ii) the Permitted Uses, (iii) access to the Subleased Premises to Forty Niners, its employees, agents, subcontractors, invitees, or guests in a manner that interferes in a material respect with the Permitted Uses, or (iv) the rights granted to Forty Niners hereunder. StadCo shall not authorize any person to enter the Stadium during Forty Niners Events (except in an Emergency) without an appropriate ticket other than those appropriately credentialed by Forty Niners. StadCo shall not authorize any other professional football team to use the Stadium for any use or purpose without Forty Niners' prior written consent, which consent may be withheld at Forty Niners' sole discretion.

## ARTICLE XIX

### REPRESENTATIONS, WARRANTIES AND COVENANTS

19.1 StadCo Representations, Warranties and Covenants. StadCo represents, warrants and covenants to Forty Niners the following:

19.1.1 Organization. StadCo is a limited liability company duly organized and validly existing under the laws of the State of Delaware. StadCo has all requisite power and authority to enter into this Sublease, and to grant the sublease to Forty Niners as provided herein.

19.1.2 Authorization; No Violation. The execution, delivery and performance by StadCo of this Sublease have been duly authorized by all necessary action and will not violate the organizational documents of StadCo, or result in the breach of or constitute a default under any loan or credit agreement or other material agreement to which StadCo is a party or by which StadCo or its material assets may be bound or affected. This Sublease has been duly executed and delivered by StadCo and this Sublease and the documents referred to herein constitute valid and binding obligations of StadCo.

19.1.3 No Conflicts. This Sublease is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which StadCo is a party or is otherwise subject.

19.1.4 No Violation of Laws. StadCo has received no notice as of the date of this Sublease asserting any noncompliance in any material respect by StadCo with applicable statutes, rules and regulations of the United States of America, the State of Delaware, or of any other state or municipality or agency having jurisdiction over and with respect to the transactions contemplated in and by this Sublease; and StadCo is not, to its knowledge and belief, in default as of the date hereof with respect to any judgment, order, injunction, or decree of any court, administrative agency, or other Governmental Authority which is in any respect material to the transactions contemplated hereby.

19.1.5 Litigation. Except as expressly disclosed in written notification by StadCo to Forty Niners prior to the date hereof, no suit is pending against or affects StadCo as of the date hereof which could have a material adverse effect upon StadCo's performance under this Sublease or the financial condition or business of StadCo. There are no outstanding judgments against StadCo as of the date hereof which would have a material adverse effect upon its assets, properties, or franchises.

19.1.6 No Payments. StadCo has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Sublease, other than normal costs of conducting business and costs of professional services such as the services of architects, engineers, consultants, and attorneys.

19.2 Forty Niners' Representations, Warranties and Covenants. Forty Niners represents, warrants, and covenants to StadCo the following:

19.2.1 Organization. Forty Niners is a limited liability company duly organized and validly existing under the laws of the State of Delaware. Forty Niners has all requisite power and authority to enter into this Sublease.

19.2.2 Authorization: No Violation. The execution, delivery, and performance by Forty Niners of this Sublease have been duly authorized by all necessary action and approved by all necessary Persons and are authorized by and will not violate its formation documents, the NFL Rules and Regulations, or result in the breach of or constitute a default under any loan or credit agreement or other material agreement to which Forty Niners is a party or by which Forty Niners or its material assets may be bound or affected. This Sublease has been duly executed and delivered by Forty Niners and this Sublease and the documents referred to herein constitute valid and binding obligations of Forty Niners.

19.2.3 No Conflicts. This Sublease is not prohibited by and does not conflict with any other agreements, instruments, judgments, or decrees to which Forty Niners is a party or is otherwise subject.

19.2.4 No Violation of Laws. Forty Niners has received no notice as of the date of this Sublease asserting any noncompliance in any material respect by Forty Niners with applicable statutes, rules and regulations of the United States of America, the State of California, or of any other state or municipality or agency having jurisdiction over and with respect to the transactions contemplated in and by this Sublease; and Forty Niners is not, to its knowledge and belief, in default as of the date hereof with respect to any judgment, order, injunction, or decree of any court, administrative agency, or other Governmental Authority which is in any respect material to the transactions contemplated hereby.

19.2.5 Litigation. Except as expressly disclosed in written notification by Forty Niners to StadCo prior to the date hereof, no suit is pending against or affects Forty Niners as of the date hereof which could have a material adverse effect upon Forty Niners' performance under this Sublease or the financial condition or business of Forty Niners. There are no outstanding judgments against Forty Niners as of the date hereof which would have a material adverse effect upon its assets, properties, or franchises.

19.2.6 No Payments. Forty Niners have not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Sublease, other than normal costs of conducting business and costs of professional services such as the services of architects, engineers, consultants, and attorneys.

19.2.7 NFL Standing. Forty Niners is a member in good standing in the NFL and agrees to keep its NFL Franchise in full force and effect and in good standing in accordance with all applicable NFL Rules and Regulations.

19.3 Mutual Covenants. Each Party represents, warrants and covenants to the other Party as follows:

19.3.1 Additional Documents and Approval. StadCo and Forty Niners, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents, take any further actions, and grant any

further approvals as may be reasonably necessary or expedient in order to consummate the transactions provided for herein, and to carry out the purpose and intent of each of the Stadium Lease Documents.

19.3.2 Good Faith. In exercising its rights and fulfilling its obligations under this Sublease and each of the Stadium Lease Documents, StadCo and Forty Niners shall act in good faith.

19.3.3 No Termination. Neither StadCo nor Forty Niners shall terminate this Sublease on the ground of ultra vires act.

19.3.4 Notice of Matters. Should Forty Niners or StadCo receive knowledge about any matter which may constitute a breach of any of its warranties, representations, or covenants set forth herein which arises after the date hereof, it shall promptly notify the other Party of the same in writing.

19.3.5 Compliance with Laws. During the Sublease Term, Forty Niners and StadCo each shall, in connection with its own use of and the exercise of its rights and obligations with respect to the Stadium, comply with all Applicable Laws and NFL Rules and Regulations relating thereto. Forty Niners and StadCo shall, however, have the right to contest the validity or application of any Applicable Law, and if Forty Niners or StadCo promptly contest any Applicable Law and if compliance therewith is legally held in abeyance during such contest without the imposition of any Liens on the Stadium, then Forty Niners or StadCo, as the case may be, may postpone compliance therewith until the final determination of such contest, provided that such contest is prosecuted with due diligence, except that Forty Niners or StadCo shall not so postpone compliance therewith in such a manner as to, or if doing so would, impair the structural integrity of the Stadium, subject the Stadium Authority or StadCo to any prosecution for a criminal act or cause the Stadium to be condemned or vacated. Even though a Lien against the Stadium may be imposed by reason of such noncompliance, Forty Niners may nevertheless delay compliance therewith during contest thereof provided that Forty Niners furnishes the Stadium Authority and StadCo with adequate security against any loss by reason of such Lien and effectively prevents foreclosure thereof. Notwithstanding the foregoing provisions of this Section, neither StadCo nor Forty Niners shall have any liability with regard to any such laws to the extent that a violation of such laws exists on or prior to the Sublease Commencement Date and relates to the actions of the Stadium Authority; and such liabilities shall be the liabilities of the Stadium Authority.

19.3.6 Survival of Covenants and Warranties. All covenants, representations, and warranties contained in this Sublease shall survive the execution and delivery of this Sublease, provided that all such representations and warranties are made as of the date hereof and neither Forty Niners nor StadCo shall be obligated to "down date" or reaffirm any such representation or warranties as of any date other than as of the date hereof. No action taken pursuant to or related to this Sublease, including, without limitation, any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement herein.

## ARTICLE XX

### DEFAULTS, REMEDIES AND TERMINATION

20.1 Events of Default. Each of the following events shall constitute an Event of Default (herein so called) hereunder:

20.1.1 If any representation or warranty made by Forty Niners or StadCo herein shall at any time prove to have been incorrect in any material respect as of the time made, and if the Party making such representation or warranty fails to cause such representation or warranty to become correct within thirty (30) days after written notice that such representation or warranty was incorrect; *provided, however, that* if it is not reasonably possible to cause such representation or warranty to become correct within such thirty-day period and such representation or warranty is capable of being cured, such cure period shall be extended for an unlimited period of time if within thirty (30) days after such written notice the curing Party commences such cure diligently and thereafter diligently continues to cause such representation or warranty to become correct; *provided, further, that* no breach by StadCo with respect to its representations and warranties shall be deemed "material" unless such breach or inaccuracy deprives Forty Niners of: (i) the material benefits to be derived from the operation of the Stadium as intended by this Sublease, or (ii) the substantial economic benefits to be received by Forty Niners due to the intended operation of the Stadium as provided by this Sublease.

20.1.2 If Forty Niners shall fail to pay when due an amount payable by the Forty Niners to StadCo hereunder, which failure continues for thirty (30) days after written notice thereof by StadCo to Forty Niners.

20.1.3 If StadCo shall fail to pay when due an amount payable by StadCo to the Forty Niners hereunder, which failure continues for thirty (30) days after written notice thereof by Forty Niners to StadCo.

20.1.4 If Forty Niners or StadCo shall materially breach any of the other covenants or provisions in this Sublease other than as referred to in Section 20.1.1, Section 20.1.2 or Section 20.1.3 above and such failure is not cured within thirty (30) days after written notice thereof to such Party; *provided, however, that* if it is not reasonably possible to cure such failure within such thirty (30) day period and such failure is capable of being cured, such cure period shall be extended for an unlimited period of time if within thirty (30) days after such written notice the curing Party commences such cure diligently and thereafter diligently continues to pursue such cure; *provided, further, that* no breach by StadCo with respect to the covenants hereof shall be deemed "material" unless such breach or inaccuracy deprives Forty Niners of: (i) the material benefits to be derived from the operation of the Stadium as intended by this Sublease, or (ii) the substantial economic benefits to be received by Forty Niners due to the intended operation of the Stadium as provided by this Sublease.

20.2 Institution of Litigation. Subject to ARTICLE XXIII hereof, in addition to any other rights or remedies available under this Sublease or at law or in equity, any Party may institute litigation to recover damages for any Event of Default or to obtain any other remedy (including specific performance and any other kind of equitable remedy) consistent with the

purposes of this Sublease; *provided, however, that* in no event shall any Party hereto be liable for consequential, punitive, or special damages as a result of any Event of Default or breach of the terms hereof, unless specifically provided for herein. Litigation pursuant to this Section 20.2 shall only be instituted in a federal or state court located in the County of Santa Clara, California (and Forty Niners and StadCo each hereby consent to the jurisdiction and venue of such courts). The existence of any claim or cause of action of a Party, whether predicated on this Sublease or otherwise, shall not: (a) constitute a defense to specific enforcement of the obligations of such other Party under this Sublease, or (b) bar the availability of injunctive relief or any other equitable remedy under this Sublease.

20.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared in this Sublease to be exclusive, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies hereunder, at law or in equity, for the same Event of Default or any other Event of Default by any other Party.

20.4 Costs, Expenses and Fees. In the event of any Action or Proceeding in connection with this Sublease, involving a claim against a Party to this Sublease by *any* other Party to this Sublease, (i) no Party shall be entitled to advances from or to be reimbursed from the Forty Niners Revenues for any costs or expenses incurred by it in such Action or Proceeding, including reasonable attorneys' fees or costs, (ii) the prevailing Party in such Action or Proceeding shall be entitled to be reimbursed by the other Party (and not from the Forty Niners Revenues) for all costs and expenses reasonably incurred by such prevailing Party in such Action or Proceeding, including reasonable attorneys' fees and costs as may be fixed by a county or state court located in Santa Clara County, California, as the case may be, and (iii) any award granted to a Party in such Action or Proceeding shall be treated as the sole property of such Party.

20.5 Acceptance of Legal Process.

20.5.1 Service on Forty Niners or StadCo. In the event any legal or equitable action is commenced by any Party against the other Party in connection with this Sublease, service of process on Forty Niners or StadCo shall be made by personal service upon the statutory agent of Forty Niners or StadCo, in the State of California, or in such other manner as may be provided by Applicable Law.

20.6 Termination. Notwithstanding any other provision herein to the contrary, this Sublease may not be terminated except as specifically permitted in ARTICLE XVII and Sections 20.6.1, 20.6.2, and 20.6.3 hereof.

20.6.1 Termination by StadCo. Provided that there does not then exist an Event of Default by StadCo nor has StadCo caused an event to occur or condition to exist which is continuing and which, with the passage of time or the giving of notice, or both, would constitute an Event of Default, StadCo at its option may terminate this Sublease upon thirty (30) days written notice to Forty Niners if Forty Niners has caused an Event of Default to occur and same is not cured as permitted hereunder and is not otherwise cured during the thirty-day period following the delivery of such written notice.

20.6.2 Termination by Forty Niners. Provided that there does not then exist an Event of Default by Forty Niners nor has Forty Niners caused an event to occur or condition to exist which is continuing and which, with the passage of time or the giving of notice, or both, would constitute an Event of Default, Forty Niners at its option, subject to Section 20.6.6, may terminate this Sublease after thirty (30) days' prior written notice to StadCo if StadCo has caused an Event of Default to occur and same is not cured as permitted hereunder and is not otherwise cured during the thirty-day period following the delivery of such written notice.

20.6.3 Automatic Termination of Sublease. This Sublease automatically shall terminate upon termination of the Stadium Lease.

20.6.4 Rights After Termination of Sublease. In the event of a termination of this Sublease pursuant to the terms hereof, Forty Niners and StadCo shall have no further rights against or liabilities to each other under this Sublease except for liabilities or rights which: (i) accrued prior to the termination, (ii) relate to acts or omissions that occurred prior to the termination, or (iii) under the terms of this Sublease expressly survive termination. In the event of such a termination, each Party shall have available to it all of its rights and remedies under this Sublease and in law and equity.

20.6.5 Third-Party Beneficiary. The provisions of this Sublease are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Sublease be deemed to have conferred any rights, express or implied, upon any third person unless expressly provided herein.

20.6.6 Cure Rights of Recognized Mortgagees. Any notice of any alleged breach or default by StadCo shall be simultaneously delivered by Forty Niners to each Recognized Mortgagee. Each Recognized Mortgagee shall have the right to cure StadCo's alleged breach or default within the cure period allowed to StadCo under this Lease, and with like effect as if StadCo had done so. Forty Niners' failure to give any Recognized Mortgagee the notice required by this Section shall not constitute a default of the Forty Niners hereunder, but any resulting exercise of rights and remedies by Forty Niners with respect to such alleged breach or default shall not be effective against such holder unless and until Forty Niners shall have given to such holder the notice required under this Section and an opportunity to cure such alleged breach or default.

20.7 Stadium Authority Obligations. Forty Niners agree that StadCo shall have no liability for any Landlord Failure or any other action of the Stadium Authority under the Stadium Lease, or the City under the Ground Lease. StadCo shall, however, use diligent efforts to exercise its rights and remedies against the Stadium Authority as shall be permitted under the Stadium Lease.

## ARTICLE XXI

### MISCELLANEOUS

21.1 Notices. All notices, demands, consents, approvals, statements, requests, and invoices to be given under this Sublease shall be in writing, and shall be deemed effective: (i)

upon receipt if hand delivered (by a reputable independent courier service providing written proof of such delivery), or sent by telecopy with transmission confirmation (and simultaneous copy delivered in one of the other manners specified herein) or recognized overnight courier service, and (ii) if sent by the United States mail, postage prepaid, certified mail, return receipt requested, then three (3) Business Days after mailing; and all such notices shall be addressed as follows:

AS TO FORTY NINERS:

Forty Niners Football Company  
LLC  
John Edward York, President  
4949 Centennial Blvd.  
Santa Clara, California 95054

With a copy to:

Cipora Herman, CFO  
4949 Centennial Boulevard  
Santa Clara, California 95054

AS TO STADCO:

Forty Niners SC Stadium Company  
LLC  
Attn: Cipora Herman, CFO  
4949 Centennial Blvd.  
Santa Clara, California 95054

With a copy to:

Stadium Funding Trust  
c/o Wilmington Trust, National  
Association  
Attn: Corporate Trust  
Administration  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-0001

With a copy to:

Santa Clara Stadium Authority  
Attn: Executive Director  
1500 Warburton Avenue  
Santa Clara, California 95050

Either Party may from time to time, by written notice given to the other Party pursuant to the terms of this Section 21.1, change the address or designees to which notices hereunder shall be sent or designate one or more additional Persons to whom such notices are to be sent.

21.2 Time of the Essence. Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Sublease, except as otherwise expressly provided herein.

21.3 Relationship of Parties. No partnership (for federal income tax purposes or otherwise), joint venture, or other business relationship is established between the Parties under this Sublease other than the relationship of StadCo as lessee of the Stadium Authority and Forty Niners as a user of the Subleased Premises. Except as expressly provided in this Sublease, StadCo, Forty Niners, their employees, agents, independent contractors, subslessees, licensees,

and concessionaires, shall not be considered employees or agents of the Stadium Authority or to have been authorized to incur any expense on behalf of the Stadium Authority or to act for or to bind the Stadium Authority. None of Forty Niners nor StadCo shall, by virtue of this Sublease, be liable for any acts, omissions, or negligence on the part of the other Party, its employees, agents, independent contractors, subsublessees, licensees, and concessionaires, resulting in either personal injury or property damages. The relationship created hereby is solely that of landlord and tenant/independent contractor.

21.4 Severability. If any provision of this Sublease shall be adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Sublease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by Applicable Laws, provided that no such severance shall serve to deprive any of the Parties of the enjoyment of its substantial benefits under this Sublease.

21.5 Force Majeure. Failure in performance hereunder by any Party shall not be deemed an Event of Default, and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein, when such failure or non-occurrence is due to Force Majeure. An extension of time for any such Force Majeure cause shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause. The period of the delay due to any such Force Majeure cause shall be an Abatement Period subject to the provisions of Section 2.6 hereof. Times of performance under this Sublease may also be extended as mutually agreed upon in writing by Forty Niners and StadCo. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default hereunder.

21.6 Interpretations. To the extent permitted by the context in which used, (i) words used herein in the singular number shall include the plural, words used herein in the masculine gender shall include the feminine and neuter, and vice versa, and (ii) references to "persons" or "parties" in this Sublease shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts, and other entities.

21.7 Binding Effect. This Sublease, and the terms, provisions, promises, covenants, and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

21.8 Captions. Captions and paragraph headings used herein are for convenience only and are not a part of this Sublease and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Sublease.

21.9 Entire Agreement. This Sublease, together with the other agreements that constitute the Stadium Lease Documents to the extent applicable hereto, constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Sublease. This Sublease integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

21.10 Amendment; Waiver. No alteration, amendment or modification hereof (including pursuant to this Section 21.10) shall be valid unless evidenced by an instrument in writing executed by Forty Niners and StadCo with the same formality as this Sublease. Without limiting the generality of the preceding sentence, no course of conduct among the Parties shall constitute an alteration, amendment, or modification of this Sublease. The failure of Forty Niners or StadCo to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions, or conditions of this Sublease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election, or option, but the same shall continue and remain in full force and effect. No waiver by Forty Niners or StadCo of any covenant, agreement, term, provision, or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of StadCo or Forty Niners, as applicable.

21.11 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Sublease.

21.12 Nondiscrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Stadium Site or the Stadium. Neither Forty Niners nor StadCo, nor any person claiming under or through either of them, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of subsublessees, licensees, concessionaires or vendors using or operating at the Stadium Site or the Stadium or any portion thereof.

21.13 Reasonableness. Whenever in this Sublease the consent or approval of StadCo or Forty Niners is required, then, unless expressly stated to the contrary in this Sublease, the granting of such consent or approval shall be governed by a standard of reasonableness.

21.14 Conflict; Stadium Lease. If there is a conflict or inconsistency between the terms and conditions of the Stadium Lease and the terms and conditions set forth in this Sublease, then the terms and conditions of this Sublease shall control as between StadCo and Forty Niners, but not as between either such Party and the Stadium Authority, it being agreed that with respect to the Stadium Authority, the terms of the Stadium Lease shall control. Additionally, to the extent this Sublease does not conflict and is not inconsistent with the terms of the Stadium Lease, the terms of the Stadium Lease shall be incorporated herein and taken into account in applying the provisions of this Sublease; it being hereby acknowledged and agreed that this Sublease (and any and all of Forty Niners' rights and interests hereunder) is subject to all of the terms and provisions of, and is subordinate to, the Stadium Lease. Forty Niners acknowledge that Forty Niners has been provided a copy of the Stadium Lease and has reviewed the terms thereof.

21.15 Counterparts. This Sublease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21.16 Rules as to Usage. The terms defined below shall, for purposes of this Sublease, have the meanings set forth below, and such meanings are equally applicable to both the singular and plural forms of the terms defined below:

(i) "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.

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

(iii) Any agreement, instrument or Applicable Law defined or referred to in this 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.

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

(v) 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.

(vi) "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 Section are to exhibits or appendices attached to such instrument or agreement.

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

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

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

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

(xi) 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.

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

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

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

21.17 Interest. Any amounts which may be owed to either Party by the other pursuant to this Sublease, whether as rent, damages or otherwise, shall (at the option of the Party to whom such payment is owed) bear interest from the due date until paid at the Default Rate. Payment of such interest shall not excuse or cure any default.

21.18 Amendment of Stadium Lease Documents. No amendment, modification, or waiver of rights under the Stadium Lease Documents shall be effective without the prior written approval of Forty Niners, which approval will not be unreasonably withheld, conditioned or delayed; provided, however, that it shall not be unreasonable for Forty Niners to withhold consent to an amendment of the Stadium Lease that increases its obligations or diminishes its rights under this Sublease.

21.19 Control. The Parties acknowledge that Forty Niners and StadCo are Affiliates. Furthermore, the Parties acknowledge that the provisions of ARTICLE V through ARTICLE X of this Sublease address operating issues that are controlled by and are the responsibility of either Forty Niners or StadCo (as the context may provide).

21.20 Stadium Manager. It is acknowledged by the Parties that pursuant to the Stadium Lease, the Stadium Authority and StadCo shall employ the Stadium Manager to oversee the day-to-day operations and maintenance of the Stadium. Forty Niners acknowledges that many of the obligations of StadCo under the Stadium Lease and under this Sublease will be performed by the Stadium Manager as agent for StadCo. Notwithstanding the foregoing, nothing herein shall exculpate or limit the responsibility or liability of StadCo for performing its obligations hereunder.

21.21 Construction. The language used in this Sublease will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party.

21.22 Memorandum. The Parties hereby acknowledge and agree that a Memorandum of Amended and Restated Team Sublease shall be recorded in the records of Santa Clara County, California, and that the Parties agree to cooperate in the creation and recording of any such memorandum.

21.23 Waiver of Bankruptcy Rights. Forty Niners hereby waives its rights under subsection 365(h)(1)(A) of the U.S. Bankruptcy Code to treat this Sublease as terminated in the event that this Sublease shall be rejected in any bankruptcy proceeding with respect to StadCo. In such event, Forty Niners shall remain in possession of the Subleased Premises and attorn to StadCo's successor under the terms of this Sublease if only this Sublease is so rejected. Should the Stadium Lease also be rejected, then Forty Niners shall attorn to the lessor under the Stadium Lease under the terms of the Stadium Lease if Forty Niners, or an Affiliate thereof, or any combination thereof, (i) was in control of the management of StadCo at the time when StadCo commenced a voluntary bankruptcy case, or (ii) caused StadCo to reject the Stadium Lease.

21.25 Subordination. This Sublease is and shall remain subject and subordinate to all of the terms, conditions and covenants provided in the Ground Lease, the Stadium Lease, all matters to which the Ground Lease and the Stadium Lease shall be subordinate, the Recognized Mortgages, and all renewals, extensions, amendments, modifications and refinancings of any of the foregoing. The foregoing provisions concerning subordination shall be self-operative and no further instrument of subordination shall be necessary.

## ARTICLE XXII

### SURRENDER

22.1 Surrender of Possession. Forty Niners shall, on or before the Sublease Expiration Date, peaceably and quietly leave, surrender and yield up to StadCo the: (i) Subleased Premises, free of subsubtenancies, licenses, and concession agreements or interests, and in a reasonably clean condition and free of debris, (ii) all keys for the Subleased Premises, and (iii) any other property that is used by Forty Niners for the use or occupancy of the Subleased Premises (but excluding the Forty Niners Equipment).

#### 22.2 Removal of Personalty.

22.2.1 Forty Niners' Obligation to Remove. All trade fixtures, appliances, furniture, equipment, furnishings, and other personal property that is not part of the Subleased Premises and that is owned by Forty Niners shall be removed by Forty Niners within thirty (30) days after the Sublease Expiration Date, provided that Forty Niners shall promptly repair any damage to the Stadium caused by such removal (reasonable wear and tear excepted). Notwithstanding any other provisions of this Sublease, any property paid for by StadCo or property that replaced property paid for by StadCo, all Capital Repairs and all Additional Improvements to the Stadium shall be deemed to be a part of the Stadium (and shall not be removed or subject to removal, but shall instead be and remain the permanent property of StadCo or its successors or assigns with respect to the Stadium).

22.2.2 StadCo's Right to Remove. Any trade fixtures, furniture, equipment, or other personal property of Forty Niners which remains in the Stadium thirty (30) days after the Sublease Expiration Date may, at the option of StadCo, be deemed to have been abandoned and either may be retained by StadCo as its property or be disposed of, without accountability, in such manner as StadCo may determine necessary, desirable or appropriate, and Forty Niners, upon demand, shall pay the cost of such disposal, together with interest thereon at the Default Rate from

the date such costs were incurred until reimbursement thereof by Forty Niners to StadCo, together with reasonable attorneys' fees, charges, and costs incurred by StadCo in connection with such disposal.

## ARTICLE XXIII

### LIABILITY LIMITATION

23.1 Forty Niners and StadCo Personnel. Notwithstanding and prevailing over any contrary provision or implication in this Sublease, no member, manager, officer, director, partner, employee, agent, or consultant of either Forty Niners or StadCo shall be liable to either of the Parties hereto, or any successors in interest thereof, in the event of any default, Event of Default or breach hereunder by Forty Niners or StadCo, for any amount which may become due to either Party or any successors in interest thereof, or on any other obligation under the terms of this Sublease, except any such obligations which result from their criminal acts with respect hereto (i.e., acts which would constitute crimes were they prosecuted therefor and convicted thereof).

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the Parties have made and entered into this Sublease effective as of the day and year first hereinabove written.

**FORTY NINERS:**

**FORTY NINERS FOOTBALL COMPANY LLC,**  
a Delaware limited liability company

§:

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

Name: Cipora Herman

Title: Chief Financial Officer

**STADCO:**

**FORTY NINERS SC STADIUM COMPANY LLC,**  
a Delaware limited liability company

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

Name: Cipora Herman

Title: Chief Financial Officer