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FIRST AMENDMENT TO NAMING RIGHTS AGREEMENT

This First Amendment to Naming Rights Agreement ("First Amendment"), effective as of January 30, 2024 (the "First Amendment Effective Date"), amends the Naming Rights Agreement entered into as of May 9, 2013 (the "Agreement"), by and between Santa Clara Stadium Authority (the "SCSA") and Levi Strauss & Co. ("Naming Rights Sponsor"). Capitalized terms not defined herein have the meanings ascribed in the Agreement.

WHEREAS, the SCSA and Naming Rights Sponsor have entered into the Naming Rights Agreement pursuant to which SCSA granted the Naming Rights Entitlements to Naming Rights Sponsor for a term of 20 years;

WHEREAS, the Naming Rights Agreement is currently scheduled to expire on February 28, 2034;

WHEREAS, the Parties wish to extend the Term for 10 additional years; and

WHEREAS, the Parties have agreed to modify certain terms of the Agreement to reflect the extension of the Term and a one-time right for Naming Rights Sponsor to receive Enhanced Signage (as defined below) installed at no cost to Naming Rights Sponsor.

NOW THEREFORE, in consideration of the mutual representations, warranties, promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2(f) of the Table of Contents of the Agreement shall be deleted and replaced with the following:

   "(f) *Reserved*."

2. In Section 1 of the Agreement, the term "Final Contract Year" shall be amended and restated in its entirety as follows:

   ""Final Contract Year" means the final Contract Year under this Agreement, which is currently scheduled to end on the Expiration Date, but as it may be extended pursuant to Section 8(d) or 9(b)."

3. Section 2(a) of the Agreement shall be amended in its entirety and restated as follows:

   "(a) <u>*Term*</u>. The initial term of this Agreement shall commence on the Effective Date and shall end on the last day of the twentieth (20th) Contract Year (the "Initial Term"), unless earlier terminated or extended in accordance with the terms of this Agreement. Following the Initial Term, this Agreement shall continue for an additional ten (10) Contract Years (the "Extended Term"), and shall expire on the last day of the thirtieth (30th) Contract Year (such last day, the "Expiration Date"), unless earlier terminated or extended in accordance

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with the terms of this Agreement. The Initial Term and the Extended Term shall collectively be referred to herein as the "Term"."

4. Section 2(f) of the Agreement shall be deleted in its entirety and replaced with the following:

   "(f) *Reserved*."

5. Section 2(g) of the Agreement shall be deleted in its entirety and replaced with the following:

   "(g) *Right of First Negotiation*. Not later than the last day of the twenty-seventh (27th) Contract Year, the Naming Rights Sponsor may, in its sole discretion, provide the SCSA with written notice (the "SCSA Extension Notice") of its intention to negotiate with the SCSA for a new naming rights agreement or an extension of this Agreement, in either case, to commence on the day immediately following the end of the Final Contract Year. Provided that Sponsor has provided a similar written notice to Forty Niners SC ("Forty Niners SC Extension Notice") pursuant to Section 2(g) of the Sponsorship Agreement, the SCSA and the Naming Rights Sponsor shall negotiate in good faith for a period of sixty (60) days from the date on which the Naming Rights Sponsor delivers such written notice (the "Negotiating Period") with respect to such new naming rights agreement or extension. If either the SCSA Extension Notice or the Forty Niners SC Extension Notice has not been timely delivered, then SCSA shall have no obligations under this Section 2(g). During and prior to the Negotiating Period, the SCSA may not, directly or indirectly (including through Forty Niners SC, TeamCo or any of their Affiliates), negotiate with, or solicit or respond to proposals from, any Person (other than the Naming Rights Sponsor) with respect to any agreement or arrangement that would prevent the SCSA from granting Naming Rights Sponsor the Naming Rights Entitlements. Notwithstanding anything to the contrary in this Section 2(g) or any other provision of this Agreement, if the SCSA and the Naming Rights Sponsor do not enter into a binding agreement with respect to such new naming rights agreement or extension by the end of the Negotiating Period, the SCSA shall be free to negotiate and enter into any agreement with any third party without future notice or obligation to the Naming Rights Sponsor. Notwithstanding the foregoing, Naming Rights Sponsor shall have no right under this Section 2(g) to enter into an extension of this Agreement unless it is entering into a contemporaneous extension of the Sponsorship Agreement."

6. The following new Section 3(i) shall be added to the end of Section 3 of the Agreement:

   "(i) *Enhanced Signage Following Tenth Contract Year*. Following the tenth Contract Year, the SCSA shall provide Naming Rights Sponsor with a one-time enhancement of the following signage: (i) the Stadium Name Lettering (as defined in Section 1(b)(iii) of Schedule 1 of the Agreement), and (ii) the two (2) signs above the Stadium scoreboards set forth in Section 1(c)(i) of Schedule 1 of the Agreement (clauses (i) and (ii), collectively, the "Enhanced Signage"). A preliminary design of the Enhanced Signage is attached hereto as Schedule 3. The Enhanced Signage will be equal or superior in quality and functionality

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to comparable signage installed during the past five (5) years at other stadiums in which NFL clubs play their home games and is anticipated to cost approximately $3,000,000. The size and design of the Enhanced Signage shall be mutually agreed upon by the Parties and shall be installed in connection with the replacement of the videoboards (which form part of the scoreboards). Notwithstanding the foregoing, the parties agree that the size of the signage above the replacement Stadium scoreboards will be at least proportionately the same as the current signage is in relation to the current scoreboards, and that it will be installed at the same location as the current signage. The SCSA shall work with Forty Niners SC to cause the construction and installation of the Enhanced Signage to be completed by no later than December 31, 2025. The construction and installation of the Enhanced Signage shall be without cost to Naming Rights Sponsor. Naming Rights Sponsor understands that SCSA and Forty Niners SC have concurrently entered into a cost allocation agreement amongst themselves for the design and installation of the Enhanced Signage described in this Section 3(i). After the installation of the Enhanced Signage, in the event that circumstances arise where SCSA determines that it may be in the Parties' mutual interest to replace the Enhanced Signage, or any subsequent replacement thereof, upon written notice to the Naming Rights Sponsor, the Parties agree to meet and confer to discuss such potential replacement, including possible terms for the sharing the costs of such a project between the Parties. For the avoidance of doubt, nothing in the foregoing sentence is intended to modify (x) SCSA's responsibilities to clean, repair and maintain the Enhanced Signage at its cost, or the Naming Rights Sponsor's rights to replace, update, change, refresh or refurbish the Enhanced Signage at its cost, in each case, as more specifically provided in Section 5(f) of this Agreement or (y) any of SCSA's responsibilities under Section 8 of this Agreement."

7. The last five rows of the table in Section 5(b) shall be deleted and replaced with the following:

Twenty-first Contract Year	$10,367,078
Twenty-second Contract Year	$10,678,091
Twenty-third Contract Year	$10,998,434
Twenty-fourth Contract Year	$11,328,387
Twenty-fifth Contract Year	$11,668,238
Twenty-sixth Contract Year	$12,018,285
Twenty-seventh Contract Year	$12,378,834
Twenty-eighth Contract Year	$12,750,199
Twenty-ninth Contract Year	$13,132,705
Thirtieth Contract Year	$13,526,686

8. The SCSA represents and warrants to Naming Rights Sponsor the following, in each case as of the First Amendment Effective Date:

   (a) The SCSA is a joint powers authority with full power and authority to enter into and fully perform its obligations under this First Amendment. The execution and delivery of this First Amendment on behalf of the SCSA has been duly

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authorized, and no consent or approval of any other Person is required for execution, delivery or performance by the SCSA of this First Amendment.

(b) This First Amendment has been duly executed and delivered by the SCSA and constitutes a legal and binding obligation of the SCSA enforceable in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and for limitations imposed by general principles of equity.

(c) The execution, delivery and performance of this First Amendment by the SCSA (i) do not and will not conflict with the joint powers agreement or other governing documents of the SCSA, (ii) do not and will not conflict with any applicable Law in effect as of the First Amendment Effective Date, and (iii) do not and will not conflict with, or result in the breach, acceleration, cancellation or termination of, or constitute a default under, any material lease (including the Ground Lease and the Stadium Lease), agreement, note, bond, mortgage, indenture, deed of trust, license, franchise commitment or other instrument (including any financing document), or any order, judgment or decree, to which the SCSA is a party or by which the SCSA is bound, except in each case in clauses (i)-(iii) for any of the foregoing that could not reasonably be expected to materially and adversely affect the Naming Rights Sponsor's rights under the Agreement (as amended by this First Amendment).

(d) All votes, approvals and proceedings required to be taken by or on behalf of the SCSA to authorize the SCSA to execute and deliver this First Amendment and to perform its covenants, obligations and agreements hereunder have been duly taken, and no consent or approval to the execution and delivery of this First Amendment by the SCSA or the performance by the SCSA of its covenants, obligations and agreements hereunder are required from the SCSA's board of directors, any other governing body of the SCSA, the Santa Clara City Council, any Landlord Affiliate or any other governmental entity or other Person.

(e) Forty Niners SC has, to the extent required by the Stadium Lease or any other agreement or arrangement, authorized the SCSA to enter into this First Amendment and to grant to the Naming Rights Sponsor all of the rights, benefits, privileges and Naming Rights Entitlements contemplated to be granted to the Naming Rights Sponsor under the Agreement (as amended by this First Amendment).

(f) Except as provided in the following sentence, the SCSA is not a party to or otherwise bound by any agreement regarding the Stadium Naming Rights or any promotion of or advertising relating to the Stadium that, in each case, conflicts with the provisions of this First Amendment or otherwise impairs any of the Naming Rights Entitlements, rights or other benefits Naming Rights Sponsor is entitled to receive under the Agreement (as amended by this First Amendment). Naming Rights Sponsor acknowledges and accepts the potential limitations on

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its Naming Rights Entitlements set forth in that certain Stadium Agreement between United States Soccer Federation Inc. and Forty Niners Stadium Management Company LLC, entered into in 2018, as amended by that certain Addendum to Hosting Agreements FIFA World Cup 2026, entered into in June of 2022.

9. Naming Rights Sponsor represents and warrants to the SCSA the following, in each case as of the First Amendment Effective Date:

   (a) Naming Rights Sponsor is a corporation in good standing under the laws of the State of Delaware and is duly authorized to transact business in the State of California. The Naming Rights Sponsor has sufficient power and authority to enter into and fully perform its obligations under this First Amendment. The execution and delivery of this First Amendment on behalf of Naming Rights Sponsor has been duly authorized by Naming Rights Sponsor and no consent or approval of any other Person is required for execution of and performance by Naming Rights Sponsor of this First Amendment.

   (b) This First Amendment has been duly executed and delivered by the Naming Rights Sponsor and constitutes a legal and binding obligation of the Naming Rights Sponsor enforceable in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and for limitations imposed by general principles of equity.

   (c) The execution, delivery and performance of this First Amendment by the Naming Rights Sponsor (i) do not and will not conflict with the certificate of incorporation or bylaws of the Naming Rights Sponsor, (ii) do not and will not conflict with any applicable Law in effect as of the First Amendment Effective Date, and (iii) do not and will not conflict with, or result in the breach, acceleration, cancellation or termination of, or constitute a default under, any material lease, agreement, note, bond, mortgage, indenture, deed of trust, license, franchise commitment or other instrument (including any financing document), or any order, judgment or decree, to which the Naming Rights Sponsor is a party or by which the Naming Rights Sponsor is bound, except in each case in clauses (i)-(iii), for any of the foregoing that could not reasonably be expected to materially and adversely affect the SCSA's rights under the Agreement (as amended by this First Amendment).

10. Except as expressly set forth in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the First Amendment Effective Date set forth above.

LEVI STRAUSS & CO.

By: _____

Name: Charles V. Bergh

Title: President & Chief Executive Officer

SANTA CLARA STADIUM AUTHORITY

By: DocuSigned by: Jovan D. Grogan 5EAD88DED5C343A...

Name: Jovan D. Grogan

Title: Executive Director

Approved as to Form

By: DocuSigned by: Glen R. Googins 74C9210BEEAE460...

Glen R. Googins, Authority Counsel

SCHEDULE 3

CURRENT - WEST ELEVATION

CURRENT - WEST ELEVATION SIGNAGE SURFACE AREA APPROX. 1400 SQ FT.

ENLARGED **- WEST ELEVATION**

NOTE: ENLARGED STATIC SIGNAGE IS APPROX. 20-25% LARGER THAN CURRENT SIGNAGE. SURFACE AREA IS APPROX. 2,600 SQ. FT.

CURRENT LEVI'S SIGNAGE = 18'-0" VERTICAL
ENLARGED LEVI'S SIGNAGE = 22'-0" VERTICAL [+4' HT VERTICAL]

Note: Potential impact the louvers with signage increase in size. The current sign location is where the fresh air intake is for the smoke evac systems lives.

CURRENT - EAST ELEVATION

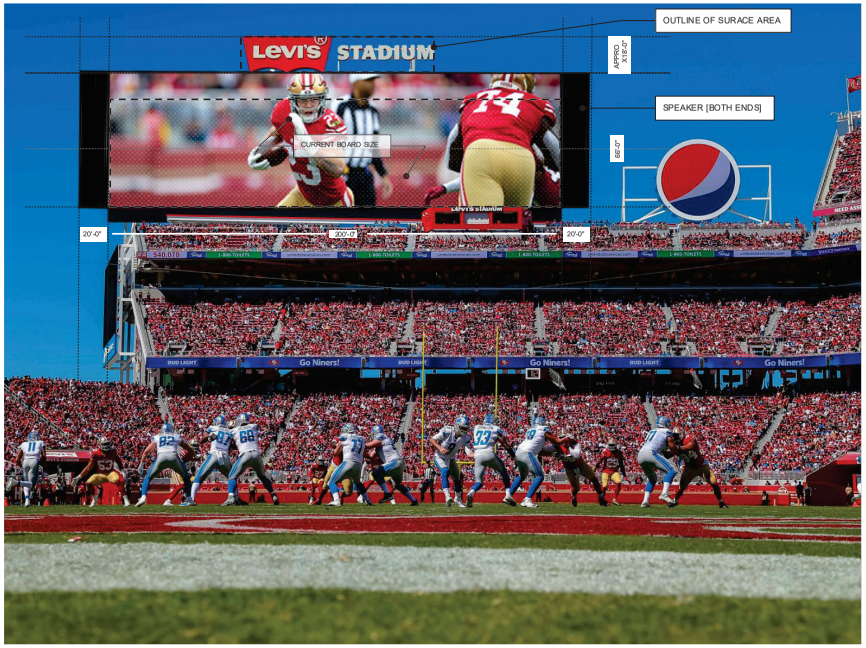
NOTE: CURRENT SURFACE AREA FOR SIGNAGE IS APPROX 480 SQ FT.

ENLARGED **- EAST ELEVATION**

NOTE: ENLARGED SIGNAGE IS APPROX. 30-35% **LARGER** THAN CURRENT SIGNAGE. SURFACE AREA: APPOX 1280 SQ. FT.

CURRENT LEVI'S SIGNAGE = 10'-0" VERTICAL
ENLARGED LEVI'S SIGNAGE = 16'-0" VERTICAL [+6' HT VERTICAL]

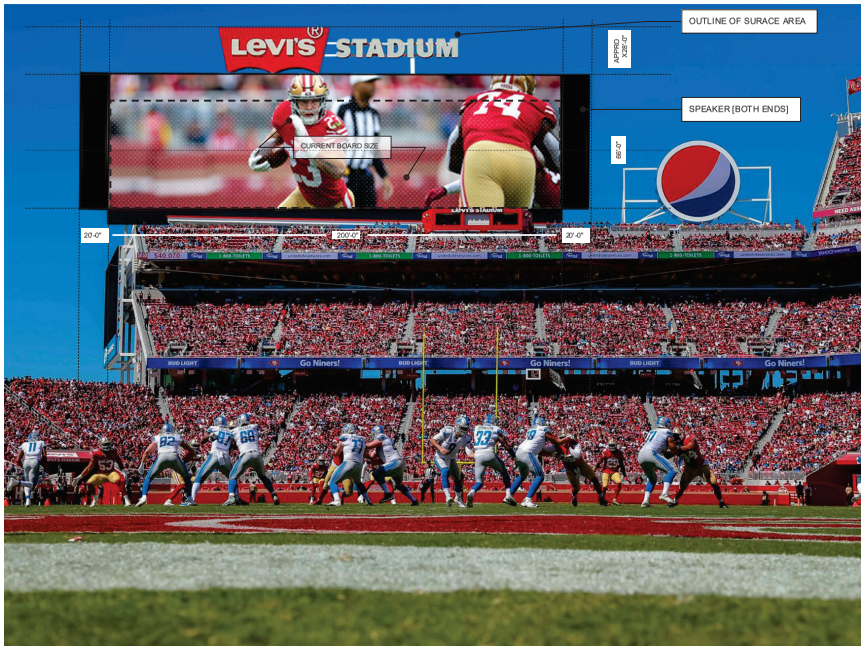
ENLARGED BOARD + CURRENT SIGNAGE



NOTE: SIGNAGE SURFACE AREA: APPROX 1,800 SQ FT.

CURRENT LEVI'S SIGNAGE = 18'-0" VERTICAL
ENLARGED LEVI'S SIGNAGE = 28'-0" VERTICAL [+10' HT VERTICAL]

ENLARGED BOARD + ENLARGED SIGNAGE



NOTE: ENLARGED SIGNAGE IS APPROX. 50-55% LARGER THAN CURRENT SIGNAGE. SURFACE AREA: APPROX 4000 SQ. FT.