Execution Copy

NAMING RIGHTS AGREEMENT

between

SANTA CLARA STADIUM AUTHORITY

and

LEVI STRAUSS & CO.

May 9, 2013

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NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT (this "Agreement") is made and entered into as of May 9, 2013 (the "Effective Date"), by and between the Santa Clara Stadium Authority, a California joint powers authority (the "SCSA"), and Levi Strauss & Co., a Delaware corporation ("Naming Rights Sponsor"). For purposes of this Agreement, the SCSA and Naming Rights Sponsor may each be referred to individually as a "Party" and may be collectively referred to as the "Parties."

Recitals

WHEREAS, the SCSA is building a new multi-purpose sports and entertainment stadium on the Premises (as defined in the Stadium Lease) in Santa Clara, California (the "Stadium"), which the SCSA will own and operate;

WHEREAS, the SCSA has entered into a Lease Agreement dated March 28, 2012 (as amended from time to time, the "Ground Lease") with the City of Santa Clara, California, a California municipal corporation (the "City"), pursuant to which the SCSA has the right to possess and use the Premises;

WHEREAS, the SCSA has entered into (i) a Stadium Lease Agreement dated as of March 28, 2012 (as amended from time to time, the "Stadium Lease") with Forty Niners SC Stadium Company LLC, a Delaware limited liability company ("Forty Niners SC"), pursuant to which Forty Niners SC has the right to sell certain sponsorship rights at the Stadium and (ii) an Intangible Property License Agreement with Forty Niners SC pursuant to which Forty Niners SC has the right to use the Stadium Name and Stadium Logo in connection with the sale of merchandise;

WHEREAS, Forty Niners SC is an affiliate of Forty Niners Football Company LLC (together with any successor owner of the Team, "TeamCo"), a Delaware limited liability company that owns the National Football League ("NFL") franchise for the professional football team known as the San Francisco 49ers (the "Team");

WHEREAS, TeamCo has entered into a Sublease Agreement with Forty Niners SC and, commencing on the opening date of the Stadium, the Team will play substantially all of its home NFL Team Games at the Stadium;

WHEREAS, Naming Rights Sponsor and Forty Niners SC have entered in a letter of intent dated March 7, 2013 (the "LOI") which contemplated that (i) Naming Rights Sponsor would enter into an agreement with the SCSA to become the naming rights partner of the Stadium and receive the rights and entitlements set forth on Schedule 1 (collectively, the "Naming Rights Entitlements"), and (ii) Naming Rights Sponsor would enter into an agreement with Forty Niners SC to receive certain other sponsorship rights and entitlements relating to the Team and the Stadium (the "Forty Niners SC Entitlements"); and

WHEREAS, this Agreement sets forth all of the understandings and agreements between the SCSA and the Naming Rights Sponsor with respect to the Naming Rights Entitlements, and Naming Rights Sponsor has separately entered into a Sponsorship Agreement dated as of

May 7, 2013 with Forty Niners SC (as amended or otherwise modified from time to time, the "Sponsorship Agreement") with respect to the Forty Niners SC Entitlements.

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

Agreement

1. Definitions.

"Additional Teams" means any professional, collegiate or amateur sports team (other than the Team) that plays all or a substantial portion of its "home" games at the Stadium in any year or season.

"Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person. As used in this definition, the term "controls" or "controlled by" means the possession of the power to direct the management and policies of the person or entity, whether through ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, TeamCo shall in all events be deemed to be an "Affiliate" of Forty Niners SC, and vice versa, regardless of the ownership or control of either Person.

"Agreement" has the meaning set forth in the initial paragraph.

"Appraiser" has the meaning set forth in Section 15(i)(ii).

"Annual Proportionate Increase" has the meaning set forth in Section 9(e).

"Assign" has the meaning set forth in Section 15(g)(i).

"Assignment" has the meaning set forth in Section 15(g)(i).

"Casualty Event" has the meaning set forth in Section 8(d).

"Casualty Period" has the meaning set forth in Section 8(d).

"Casualty Year" has the meaning set forth in Section 8(d).

"Category Competitor" means any Person (other than the Naming Rights Sponsor) (i) that, by itself or in combination with any of its subsidiaries or affiliates, is known primarily or exclusively as a manufacturer, distributer or provider of products or services in the Exclusive Category, or (ii) that operates under a brand name (including trademarks, trade names, and service marks that are generally recognized as identifying the brand, or any material portion of the foregoing) that is used by any Person described in the foregoing clause (i).

"City" has the meaning set forth in the Recitals.

"Contract Year" means the Initial Contract Year and each subsequent twelve (12) month period beginning on March 1st and ending on the immediately following February 28th (or 29th, if applicable) during the Term.

"Domain Names" has the meaning set forth in Section 10(f).

"Effective Date" has the meaning set forth in the initial paragraph.

"Exclusive Category" means all non-athletic apparel (including outerwear), footwear and accessories. For the avoidance of doubt, the Exclusive Category shall (i) specifically exclude, without limitation, (x) football jerseys and other sports team jerseys, and (y) apparel (including outerwear), footwear or accessories commonly referred to as "athletic apparel," "athletic footwear," "athletic accessories," or "performance apparel," "performance footwear," or "performance accessories" and (ii) specifically include, without limitation, jeans, khakis, other denim products, and all other fashion apparel (including fashion outerwear), fashion footwear (but specifically excluding sneakers) and fashion accessories.

"Expiration Date" has the meaning set forth in Section 2(a).

"Extension Period" has the meaning set forth in Section 8(d).

"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 2(f), 8(d) or 9(b).

"Finance Counterparty" has the meaning set forth in Section 15(g)(ii).

"Financing" has the meaning set forth in Section 15(g)(ii).

"First Post-Casualty Year" has the meaning set forth in Section 8(d).

"Force Majeure" means, with respect to any Party, an event or condition that is caused by facts or circumstances that are beyond the reasonable control of such Party and that prohibits, prevents or materially impedes such Party from performing its obligations (other than payment obligations) under this Agreement, including, without limitation, the enactment, imposition or modification of any Law after the Effective Date that prohibits or materially impedes the performance of the obligations (other than payment obligations) of the Parties hereunder, confiscation or seizure by any governmental authority, condemnations by any governmental authority, wars or war-like action (whether actual and pending or expected, and whether de jure or de facto), arrests or other restraints of government (civil or military), blockades, insurrections, civil disturbances, epidemics, landslides, lightning, earthquakes, hurricanes, storms, wash-outs, explosions, nuclear reaction or radiation, radioactive contamination, acts of God, fire, explosion, national emergency, flood, drought, war, acts of terrorism, riot, sabotage, embargo, strikes or other labor trouble (but excluding all Work Stoppages and other events described in clause (y) below), failure of utility providers, interruption of or delay in transportation and national health emergencies. Notwithstanding the foregoing, (x) in no event shall economic conditions, economic hardship or the inability to pay debts or other obligations in a timely manner constitute a "Force Majeure," (y) in no event shall any strike, labor unrest, labor dispute, lock-out or other

unavailability of labor involving the employees of Forty Niners SC, TeamCo or any of their respective affiliates (including any Work Stoppage) or any event or condition arising therefrom constitute a "Force Majeure" and (z) in no event shall any act or omission by the SCSA, the City or any branch, agency, instrumentality or Affiliate of the City constitute a "Force Majeure," unless such act by the City (or any branch, agency, instrumentality or Affiliate of the City, other than the SCSA) is generally applicable to the population at large.

"Forty Niners SC" has the meaning set forth in the Recitals.

"Forty Niners SC Entitlements" has the meaning set forth in the Recitals.

"Forty Niners SC Extension Notice" has the meaning set forth in Section 2(g).

"Ground Lease" has the meaning set forth in the Recitals.

"Indemnified Person" has the meaning set forth in Section 12(c).

"Indemnifying Party" has the meaning set forth in Section 12(c).

"Initial Contract Year" means the period beginning on March 1st of the calendar year in which the NFL Opening Date occurs, and ending on February 28th (or 29th, if applicable) of the following calendar year.

"JAMS" has the meaning set forth in Section 14(a).

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

"Law" means any federal, state, local or foreign constitution, treaty, law, statute, ordinance, rule, code, regulation, order, writ, decree, injunction, judgment, stay or restraining order, provisions and conditions of permits, licenses, registrations and other operating authorizations, and any judgment, opinion or ruling of, any governmental authority, in each case, whether currently in effect or which may hereinafter be enacted as existing or amended. Notwithstanding the foregoing, no resolution, order, rule, regulation, decision or other act or omission of the SCSA shall be deemed to be a "Law" for purposes of this Agreement.

"LOI" has the meaning set forth in the Recitals.

"Losses" has the meaning set forth in Section 12(a).

"Lost Year" has the meaning set forth in Section 9(a)

"Major Events" has the meaning set forth in Section 9(d).

"Major Signage" means those Naming Rights Entitlements that are identified with an asterisk (*) on Schedule 1 hereto.

"Marks" means, collectively, the Stadium Marks and the Naming Rights Sponsor Marks.

"Name Change Notice" has the meaning set forth in Section 3(f)(ii).

"Naming Rights Entitlements" has the meaning set forth in the Recitals and are more particularly set forth on Schedule 1.

"Naming Rights Sponsor" has the meaning set forth in the initial paragraph.

"Naming Rights Sponsor Default" has the meaning set forth in Section 6(a).

"Naming Rights Sponsor Indemnified Parties" has the meaning set forth in Section 12(b).

"Naming Rights Sponsor Marks" means those trademarks and service marks set forth in Schedule 2 (as it may be updated from time to time).

"Negotiating Period" has the meaning set forth in Section 2(g).

"New Opening Date" has the meaning set forth in Section 7(d).

"NFL" has the meaning set forth in the Recitals.

"NFL Entities" means the NFL, NFL Enterprises LLC, NFL Properties LLC, NFL Ventures, Inc., NFL Ventures, L.P., NFL Productions LLC, NFL International LLC, any successor or future entity that is, directly or indirectly, jointly owned and/or controlled by all or substantially all of the NFL member clubs under the NFL Constitution and each and all of their respective affiliates, subsidiaries, successors and assigns.

"NFL Opening Date" means the date on which the first NFL Team Game is held at the Stadium.

"NFL Rules" means the Constitution and Bylaws of the NFL and the Articles of Association and Bylaws of the NFL Management Council, including any amendments to either such document and any interpretations of either such document issued from time to time by the Commissioner which are in the Commissioner's jurisdiction; all operative NFL or NFL Management Council resolutions that are within the NFL's or the NFL Management Council's respective jurisdictions; any existing or future agreements entered into by the NFL or the NFL Management Council, including, without limitation, any television agreements or any collective bargaining or other labor agreements (including, without limitation, any NFL player salary guarantees and pension fund agreements), and any agreements made in settlement of any litigation against the NFL, the NFL Management Council, or the NFL member clubs (including litigation against such clubs, or agreements made by such clubs, jointly or collectively); and such other rules or policies as the NFL, the NFL Management Council, or the Commissioner may issue from time to time that are within the issuing party's jurisdiction.

"NFL Team Games" means all pre-season, regular season and post-season football games played by the Team that are scheduled by the NFL.

"Non-NFL Events" means all events in the Stadium, such as concerts, conferences and sporting events, but excluding all NFL Team Games; provided, that for the avoidance of doubt, the term "Non-NFL Events" shall include any NFL game played at the Stadium which is not a home NFL Team Game.

"Non-Relocation Agreement" means that Non-Relocation Agreement by and between the SCSA and TeamCo dated as of March 28, 2012.

"Objection Notice" has the meaning set forth in Section 3(f)(ii).

"Obscure" means to remove, obscure, mask, cover, obstruct or otherwise block from view.

"Off Premises Parking Areas" has the meaning set forth in Schedule 1.

"Opening Date" means the date on which the first NFL Team Game or Non-NFL Event is held at the Stadium.

"Other Event Materials" has the meaning set forth in Section 4(c)(i).

"Parties" and/or "Party" has the meaning set forth in the initial paragraph.

"Pass Through Partners" has the meaning set forth in Section 3(c).

"Person" means any natural person, corporation, partnership, limited partnership, limited liability company, estate, trust, joint venture, association, government (and any branch, agency or instrumentality thereof), governmental entity or other form of entity or business organization.

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

"Rights Fees" has the meaning set forth in Section 5(a).

"Rights Fee Credit" has the meaning set forth in Section 9(c).

"Scheduled Opening Date" has the meaning set forth in Section 7(a).

"SCSA" has the meaning set forth in the initial paragraph.

"SCSA Default" has the meaning set forth in Section 6(c).

"SCSA Extension Notice" has the meaning set forth in Section 2(g).

"SCSA Indemnified Parties" has the meaning set forth in Section 12(a).

"Significant Events" means any of the following events: (i) the Super Bowl, (ii) the Olympic Games, (iii) the Olympic Trials, (iv) FIFA sanctioned international soccer matches (including World Cup Soccer), and (v) any other event of significant national or international importance the promoter, organizer or operator of which restricts or requires the restriction of advertising, sponsorship or marketing activities at the locations at which such event is played or held; provided that in no event shall any NFL Team Game or any other NFL game be deemed to be a "Significant Event."

"Specified Signage" means, collectively, (i) the "Suite Tower – Marquee Sign" described in paragraph 1(b)(i) of Schedule 1, (ii) the "East Façade Marquee Sign" described in

paragraph 1(b)(iii) of Schedule 1, and (iii) the channel cut or panel signs above the Stadium scoreboards described in paragraph 1(c)(i) of Schedule 1.

"Sponsorship Agreement" has the meaning set forth in the Recitals.

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

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

"Stadium Logo" has the meaning set forth in Section 3(d).

"Stadium Marks" means, collectively, the Stadium Name, the Stadium Logo, and such other indicia that incorporate the Naming Rights Sponsor Marks as the Parties may mutually agree upon in writing to identify the Stadium; provided, however, that no trademark or service mark that includes all or any portion of any Team Mark shall be considered a Stadium Mark for purposes of this Agreement.

"Stadium Name" means the name of the Stadium, which shall initially be "Levi's Stadium" but may be changed from time to time by the Naming Rights Sponsor only in accordance with Section 3(f).

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

"Stadium Website" has the meaning set forth in Section 10(f).

"Style Guide" has the meaning set forth in Section 13(a).

"Substitute Entitlements" has the meaning set forth in Section 15(i).

"Team" has the meaning set forth in the Recitals.

"TeamCo" has the meaning set forth in the Recitals.

"Team Mark" has the meaning set forth in the Sponsorship Agreement.

"Temporary Signage" has the meaning set forth in Section 3(h).

"Term" has the meaning set forth in Section 2(a).

"Third Party Claim" has the meaning set forth in Section 12(c).

"Three-Year Period" has the meaning set forth in Section 9(b).

"Transportation Signage" has the meaning set forth in the Sponsorship Agreement.

"USPTO" means the United States Patent and Trademark Office.

"Work Stoppage" means any strike, slow-down, lock-out, walk-out, work stoppage or other labor dispute involving NFL players or NFL referees that result in the cancellation of one or more regular season or post-season NFL Team Games.

2. Term.

(a) *Term*. The term of this Agreement shall commence on the Effective Date and shall expire (i) on the last day of the twentieth (20th) Contract Year or (ii) if Naming Rights Sponsor provides the SCSA with the Extension Notice described in Section 2(f), upon completion of the twenty-fifth (25th) Contract Year (such last day, as applicable, the "Expiration Date"), unless earlier terminated or extended in accordance with the terms of this Agreement (the "Term").

(b) *Special Termination Right of Naming Rights Sponsor*. In addition to and without limiting any other provision of this Agreement that provides for the termination of this Agreement, the Naming Rights Sponsor shall have the right to terminate this Agreement by giving written notice to the SCSA upon (i) the Team permanently relocating the playing site of all its home NFL Team Games to a facility other than the Stadium; (ii) the termination or revocation of the Team's membership in the NFL; or (iii) if, at any time after the Opening Date, zero (0) home NFL Team Games are played at the Stadium for a period of two (2) consecutive NFL seasons for any reason. Upon any such termination, neither Party shall have any further obligation to the other or rights hereunder, other than those that expressly survive termination hereunder.

(c) *Special Termination Right of the SCSA*. In addition to and without limiting any other provision of this Agreement that provides for the termination of this Agreement, the SCSA shall have the right to terminate this Agreement by giving written notice to Naming Rights Sponsor if Naming Rights Sponsor becomes involved in any business or industry, or undertakes any activities, such that the NFL determines that NFL Rules prohibit the Team from playing its home NFL Team Games at the Stadium as a result thereof. Upon any such termination, neither Party shall have any further obligation to the other or rights hereunder, other than those that expressly survive termination hereunder.

(d) *Termination of Sponsorship Agreement*. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically and immediately terminate, without any further action by or notice to any Party, upon any termination of the Sponsorship Agreement in accordance with its terms. In such event, the termination of this Agreement shall become effective at the same time that the termination of the Sponsorship Agreement becomes effective.

(e) *No Continued Use of Name Upon Termination*. Immediately following the Expiration Date or earlier termination of this Agreement in accordance with the terms of this Agreement, the SCSA shall be free to rename the Stadium, which renaming will not be effective until such expiration or termination of this Agreement, provided that the agreement relating to such renaming may, subject to Section 2(g), be entered into prior to the Expiration Date. Subject to any permitted historical and inventory run-out uses pursuant to Section 10, the SCSA and all Landlord Affiliates shall cease all use of the Marks promptly upon the Expiration Date or such earlier termination and thereafter shall no longer refer to the Stadium by the Stadium Name in

any of its advertising or promotional materials or any other communications, and shall use commercially reasonable efforts to notify all parties contracting with the SCSA not to use the Stadium Name after the Expiration Date or the earlier termination of this Agreement, provided, however, that the SCSA shall have a period of ninety (90) days after the termination of this Agreement to remove any references to, or displays of, the Marks on the signs or advertisements on and in the Stadium provided for hereunder. Upon termination of this Agreement, subject to any permitted historical uses and inventory run-off uses pursuant to Section 10, Naming Rights Sponsor and its Affiliates shall cease all use of the Stadium Marks (including through its in-market retail network and other point of sale locations) and shall no longer refer to the Stadium by the Stadium Name or use the Stadium Logo in its or their advertising or promotional materials or other communications by or on behalf of Naming Rights Sponsor or its Affiliates. Notwithstanding anything to the contrary, the terms of this Section 2(e) are not intended to, and shall not, limit the licenses for historical purposes as set forth in Section 10(c)(iv).

(f) *Extension Right*. Provided that no Naming Rights Sponsor Default exists at the time the Extension Notice is delivered, Naming Rights Sponsor shall have the right to continue the initial Term for an additional five (5) year period and extend the Expiration Date to reflect such additional five (5) year period by delivery of written notice to the SCSA (an "Extension Notice") not later than the last day of the fifth (5th) Contract Year. If Naming Rights Sponsor delivers an Extension Notice by such date, this Agreement shall continue during such additional five (5) year period on the same terms and conditions as those contained herein, including those set forth in Section 5(b). Notwithstanding the foregoing, Naming Rights Sponsor shall not have the right to extend this Agreement in accordance with the terms of this Section 2(f) unless it has contemporaneously exercised its right to extend the Sponsorship Agreement pursuant to Section 2(f) of the Sponsorship Agreement.

(g) *Right of First Negotiation*. Not later than the last day of the seventeenth (17th) Contract Year (or, if the Term is extended in accordance with Section 2(f) above, the last day of the twenty-second (22nd) 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.

3. Grant of Naming Rights.

(a) *Naming Rights Entitlements*. Commencing on the Effective Date and continuing throughout the Term, the name of the Stadium shall be "Levi's Stadium," subject to change only in accordance with Section 3(f) below. In addition, the SCSA will provide the Naming Rights Sponsor with the Naming Rights Entitlements as soon as reasonably practicable after the Effective Date but no later than the Opening Date. The Naming Rights Sponsor acknowledges and agrees that the signage and other similar physical Naming Rights Entitlements, if any, that are intended to be displayed outside the Stadium and its surrounding plazas, parking lots, landscaped areas and approaching roadways may be subject to any required approvals of any governmental or regulatory authorities and any limitations imposed by such authorities, provided that no such acknowledgement is made and no such restriction exists with respect to any signage or other Naming Rights Entitlements that are intended to be displayed inside or anywhere on the interior of the Stadium, on the exterior walls of the Stadium itself or anywhere else on the Premises, except that the overall signage plan for the Stadium (the "Signage Plan") must be approved by the planning director of the City. If the Signage Plan is not approved by the planning director of the City or the Signage Plan prevents Naming Rights Sponsor from receiving any of the Naming Rights Entitlements hereunder, then the SCSA shall ensure that the Signage Plan is adopted or modified, as applicable, such that it is reasonably satisfactory to the Naming Rights Sponsor and the SCSA. Notwithstanding anything to the contrary in this Agreement, in the event that the SCSA does not provide the Naming Rights Sponsor with any of the Naming Rights Entitlements on account of any failure to obtain any required approvals of any governmental or regulatory authorities, any limitations imposed by such authorities or any failure by any such authorities or agencies to identify the Stadium by the Stadium Name (regardless of whether or not the SCSA has used its commercially reasonable efforts), then the SCSA shall provide the Naming Rights Sponsor with Substitute Entitlements pursuant to Section 15(i) in lieu of the Naming Rights Entitlements that the SCSA did not provide. The Naming Rights Sponsor shall not be entitled to use any Naming Rights Entitlements to promote or advertise any particular products or services that are not within the Exclusive Category; provided that the foregoing sentence shall not prohibit the Naming Rights Sponsor from advertising or promoting itself or its brand generally.

(b) *Official Designation and Right to Use Image of Stadium*. Subject to the terms and conditions set forth in this Agreement, Naming Rights Sponsor shall have the right, during the Term, to use the designation "Official Apparel Company of Levi's Stadium" (or the successor name of the Stadium as determined under Section 3(f)) solely in connection with the advertisement, promotion, provision and sale of Naming Rights Sponsor's products and services within the Exclusive Category. In addition, Naming Rights Sponsor shall have the right, subject to Forty Niners SC's prior written approval (not to be unreasonably withheld, conditioned or delayed) to use such other designations relating to the Exclusive Category as are reasonably requested by Naming Rights Sponsor, including, the "Official Jeans of Levi's Stadium" and the "Official Khakis of Levi's Stadium." The SCSA grants to Naming Rights Sponsor for the

duration of the Term a royalty-free, world-wide, non-exclusive, irrevocable license to use and exploit any image, likeness, drawing, replica, model, rendering, photograph or other visual or symbolic representative reproduction of the Stadium that accurately reflects the Stadium's image or likeness or any substantial portion thereof (in any medium, whether now existing or hereafter created) for the purpose of advertising and promoting Naming Rights Sponsor's products and services in the Exclusive Category. Naming Rights Sponsor shall not use any image or likeness of the Stadium or any portion thereof for any other purpose other than to advertise and promote its products and services within the Exclusive Category.

(c) *Pass Through of Rights*. The Naming Rights Sponsor may authorize or grant the right to one or more Affiliates of Naming Rights Sponsor and/or one or more of Naming Rights Sponsor's (and its Affiliates') retail partners, licensees, franchisees and other Persons with whom the Naming Rights Sponsor has entered into an alliance, joint venture or other similar arrangement to jointly market, produce or distribute products within the Exclusive Category (collectively, including the Affiliates of Naming Rights Sponsor, "Pass Through Partners") to utilize any of the rights, benefits or privileges provided to the Naming Rights Sponsor hereunder (including, without limitation, the Naming Rights Entitlements) throughout Naming Rights Sponsor's (and its Affiliates') in-market retail network and other point of sale locations in connection with the sale of Naming Rights Sponsor's products and services in the Exclusive Category; provided, however, that (i) such utilization shall be in accordance with the terms of this Agreement and subject to the reasonable approval of the SCSA, (ii) such utilization shall not relieve Naming Rights Sponsor of any of its obligations hereunder (including its payment obligations hereunder), (iii) Naming Rights Sponsor shall be solely responsible for any acts (or omissions) of any Pass Through Partner to the extent such acts (or omissions) would, if taken (or omitted to be taken) by the Naming Rights Sponsor, constitute a violation of the Naming Rights Sponsor's obligations hereunder, and (iv) such utilization must comply with all of the terms and provisions of this Agreement applicable to its uses of the Naming Rights Entitlements, including any consent or approval requirements set forth herein.

(d) *Stadium Logo; Signage, Displays and other Collateral*. The Parties shall work together and cooperate in good faith to create and develop a mutually acceptable logo for the Stadium (the "Stadium Logo"), which will incorporate the Stadium Name and certain Naming Rights Sponsor Marks. Any signage and displays in the Stadium that incorporate the Stadium Logo shall be subject to the SCSA's prior written approval (not to be unreasonably withheld, conditioned or delayed). For avoidance of doubt, the Parties acknowledge that all signage, displays and other associated collateral bearing any Team Marks shall be subject to the terms of Section 10(i) of the Sponsorship Agreement (including the approval process provided for therein).

(e) *Stadium Name References*. At all times from and after the Effective Date, the SCSA shall, and shall take all steps that may be necessary to ensure that each of the Landlord Affiliates will, (i) refer to the Stadium only by the Stadium Name (and not by any other name) in all public references to the Stadium, (ii) use commercially reasonable efforts to promptly change all public references to the Stadium that are within the control of the SCSA or any Landlord Affiliate from "Santa Clara Stadium" or any other name to the Stadium Name, (iii) use commercially reasonable efforts to require all third parties with whom the SCSA or any Landlord Affiliate does business to refer to the Stadium only by the Stadium Name and not by any other

name and use commercially reasonable efforts to enforce such requirement, (iv) require any Person who rents, leases, licenses or otherwise uses the Stadium or any material portion of the Stadium (excluding suites or individual seats) to refer to the Stadium only by the Stadium Name and not by any other name and use good faith efforts to enforce such provision, and (v) not airbrush, delete, or otherwise intentionally remove or obscure the Stadium Name, Stadium Logo or any signage or advertising in the Stadium or elsewhere on the Premises that includes any of the Marks from any photographs, videos or any other images of the Stadium without the Naming Rights Sponsor's prior written approval. Notwithstanding anything to the contrary in this Agreement, in no event shall the SCSA grant any other Person the right to use or otherwise exploit any of the Stadium Naming Rights (as such term is defined in the Stadium Lease) at any time during the Term; provided that the foregoing shall not prohibit the SCSA from granting any such rights effective after the end of the Term, subject to the terms of Section 2(f) above. For the avoidance of doubt, employees and officers of the SCSA and the Landlord Affiliates may refer to the location of the Stadium as being in Santa Clara, California in oral or spoken statements or in other materials in which the reference to such location is sufficiently far removed from the Stadium Name and Stadium Logo so as to avoid any confusion that such location is part of such name or logo, provided that the foregoing shall not limit the Naming Rights Sponsor's rights under Sections 10(d) and 13 with respect to any such materials that are intended for public distribution or public display. Furthermore, nothing in this Agreement shall prohibit the SCSA or any Landlord Affiliate from including the Stadium's mailing address in any written materials in which such address would customarily be included.

(f) *Name Changes*.

(i) Naming Rights Sponsor shall be entitled to change the name of the Stadium at any time before the date that is twenty four (24) months prior to the Expiration Date (A) following a merger, corporate restructuring, reorganization or consolidation or other change of control of Naming Rights Sponsor or any of its material businesses or assets, which either results in the successor of Naming Rights Sponsor or its such business or assets having or using a different name or brand name or results in a change in the name or brand name under which Naming Rights Sponsor does business in the United States or (B) for a reasonable business purpose in connection with a strategic marketing objective (including a decision to promote a specific brand, *e.g.,* Dockers) in Naming Rights Sponsor's sole discretion; provided, however, that if the proposed name (1) would violate the category exclusivity granted to any third party pursuant to a sponsorship or similar marketing agreement then existing between Forty Niners SC and such third party, (2) would violate any Law or NFL Rules, (3) is offensive, discriminatory against a protected class or offensive to the sensibilities of the community at large, (4) would reasonably cause embarrassment to the SCSA or Forty Niners SC (such as names containing slang, barbarisms or profanity), (5) is related to any business or enterprise that could reasonably be deemed to be immoral, (6) contains any overt or publicly offensive political reference, (7) relates or refers to any sexually oriented subject matter, business or enterprise or (8) is unduly long, large or awkward, in each case in clauses (4)-(8) as reasonably determined by the SCSA in its reasonable discretion, then Naming Rights Sponsor shall not have the right to change the name of the Stadium without the prior written consent of the SCSA and Forty Niners SC.

(ii) If the Naming Rights Sponsor desires to change the name of the Stadium in accordance with the terms and conditions of Section 3(f)(i), then the Naming Rights Sponsor

shall provide at least one hundred eighty (180) days' prior written notice to the SCSA and Forty Niners SC (which notice shall be delivered to Forty Niners SC at the notice address listed in the Sponsorship Agreement and to the SCSA at the notice address listed in Section 15(e)) of the desired name change (the "Name Change Notice"), and the SCSA shall have thirty (30) days from the receipt of the Name Change Notice to object by delivering to Naming Rights Sponsor a written objection (the "Objection Notice") to any proposed name, provided that the SCSA shall have no right to object other than on the basis of any of the categories described in Section 3(f)(i)(1)-(8)). In the event the SCSA delivers an Objection Notice to Naming Rights Sponsor within such thirty (30) day period, Naming Rights Sponsor shall not be permitted to change the name of the Stadium to the name identified in the Name Change Notice unless otherwise determined pursuant to Section 14 or otherwise approved by the SCSA. Notwithstanding anything to the contrary in this Agreement, if (A) the SCSA delivers an Objection Notice, (B) the Naming Rights Sponsor's proposed name change is either the corporate or primary trade name of the Naming Rights Sponsor or its successor (accompanied by an appropriate descriptor such as "Stadium" or "Field," etc.) and (C) the SCSA's objection (as expressly stated in the Objection Notice) is based on clause (4), (5) or (8) of Section 3(f)(i), then the Naming Rights Sponsor may terminate this Agreement effective upon written notice to the SCSA.

(iii) Notwithstanding Section 3(f)(i) above, on and after the date which is twenty four (24) months prior to the Expiration Date, Naming Rights Sponsor may not change the name of the Stadium for any reason without the prior written consent of each of the SCSA and Forty Niners SC, which consents may be withheld in the SCSA's or Forty Niners SC's sole discretion.

(iv) In the event of any name change of the Stadium under this Section 3(f), Naming Rights Sponsor shall bear all out of pocket costs and expenses incurred by the SCSA, Forty Niners SC or any of their Affiliates in connection with such change, including without limitation, attorneys' fees, other professionals' fees and all other out of pocket costs and expenses relating to signage, promotions, branding, advertising and marketing (and everywhere else the Stadium Name or Stadium Logo appears) and obtaining any required consents and approvals associated with such change, including without limitation, to replace, modify, reprogram, reproduce or otherwise change signs and signage, banners, building elements, wall and floor coverings, printed, electronic and video materials, publications, video graphics and materials, staff uniforms and concessionaire uniforms and supplies and all other materials regardless of format that need to be changed to effect the renaming and rebranding of the Stadium with the new name. Specifically, but without limitation, in the event of any name change of the Stadium under this Section 3(f), Naming Rights Sponsor shall bear all out of pocket costs and expenses associated with (a) creating and developing the new Stadium Name, Stadium Logo and Stadium Marks, (b) producing and installing the new Stadium Name, Stadium Logo and Stadium Marks on all elements of the Stadium that bear the Stadium Name, Stadium Logo and/or the Stadium Marks, (c) reprinting current publications and other written materials bearing the Stadium Name, Stadium Logo and/or the Stadium Marks to include the new Stadium Name, Stadium Logo and/or the Stadium Marks and (d) creating and producing signage, print and other advertising copy to replace the former Stadium Name, Stadium Logo and/or the Stadium Marks. The Parties shall work together and cooperate in good faith with respect to the transition from the existing Stadium Name, Stadium Logo and/or the Stadium Marks to the new

Stadium Name, Stadium Logo and/or the Stadium Marks, including without limitation, notifying the SCSA's and Forty Niner SC's advertisers, sponsors and media partners of the change and minimizing the disruption to the operation of the Stadium during Stadium events. For avoidance of doubt, the Parties acknowledge and agree that the SCSA and Forty Niners SC, as applicable, shall have no liability in connection with any name change of the Stadium under this Section 3(f) for any inability to have applicable local, state, regional or federal transportation authorities or agencies install and erect the Transportation Signage or any other signs that refer to the new Stadium Name on any highway or roadway in the vicinity of the Stadium; provided, that the SCSA shall use good faith efforts to effectuate all of the foregoing.

(g) *Signage Activation*. Except for changes requested by Naming Rights Sponsor after the Effective Date pursuant to Section 5(f), all of the signage and other advertising opportunities granted to the Naming Rights Sponsor hereunder shall be designed, produced, installed, illuminated (only with respect to the Specified Signage described in clauses (i) and (ii) of the definition of such term) and maintained by the SCSA at the SCSA's expense (except that Naming Rights Sponsor shall provide any required artwork and design, including any revisions, at Naming Rights Sponsor's cost and expense). Except for the signage on the exterior walls of the Stadium (which shall be activated each day, 365 days per year, between sundown and midnight (or, if later, the conclusion of any NFL Team Game or Non-NFL Event held on such day)), all other electronic or illuminated signage bearing the Stadium Name, the Stadium Logo, or any other Stadium Marks or Naming Rights Sponsor Marks (i) shall be activated during all home NFL Team Games and Non-NFL Events (excluding any period during any such event when electronic or illuminated signage is not activated as part of the performance of such event (for example, during a musical performance)) and (ii) shall be activated when the comparable signage (if any) of any other Stadium sponsor or advertiser is illuminated.

(h) *Implementation of Major Signage*. The Parties shall work together and cooperate in good faith in connection with the design, approval, construction and build-out of the Naming Rights Entitlements. The SCSA shall use commercially reasonable efforts to have all of the Major Signage constructed, installed and fully operational by August 31, 2014. If the Major Signage is not constructed, installed and fully operational by August 31, 2014, the SCSA shall, during all home NFL Team Games and Non-NFL Events held at the Stadium, provide the Naming Rights Sponsor with temporary signage that is a reasonable temporary substitute for any uninstalled or non-operational portion of the Major Signage, which shall be subject to approval by Naming Rights Sponsor ("Temporary Signage"). If the SCSA fails to provide Naming Rights Sponsor with Temporary Signage in lieu thereof, then, as Naming Rights Sponsor's sole remedy therefor, each home NFL Team Game held at the Stadium that takes place after August 31, 2014 and before the earlier of (x) the date on which the Major Signage is constructed, installed and fully operational and (y) the date on which the Temporary Signage is displayed, shall be treated as if such home NFL Team Game was not played at the Stadium for purposes of Section 9 of the Sponsorship Agreement. In the event that the SCSA fails to construct, install and make fully operational the Major Signage by August 31, 2014, then, in addition to the remedies expressly set forth above in this Section 3(h), as Naming Rights Sponsor's sole remedy for the SCSA's failure to construct and install such Major Signage (but without limiting any other provision of this Agreement), the Naming Rights Sponsor shall be entitled to a One Hundred Thousand Dollar ($100,000.00) Rights Fee Credit for each home NFL Team Game held at the Stadium after August 31, 2014 for which the Major Signage is not yet constructed, installed and fully

operational; provided, however, that if the Stadium Name Lettering (as defined on Schedule 1) is not yet constructed, installed and fully operational, then the amount of such Rights Fee Credit shall be Two Hundred Fifty Thousand Dollars ($250,000.00). Notwithstanding anything to the contrary in this Section 3(h), the SCSA shall not be responsible for missing a deadline under this Section 3(h) to the extent that such failure (i) was the fault of, or caused by any delay or other act or omission by Naming Rights Sponsor (including any failure by Naming Rights Sponsor to approve any plans, drawings or other matter within the time period(s) specified in this Agreement), or (ii) was the result of a Force Majeure event that affects the delivery of any specific item of Major Signage or Temporary Signage (*e.g.*, lightning destroys a specific item of Major Signage).

4. Exclusivity and Certain Other Rights.

(a) *Category Exclusivity*. During the Term, subject only to Section 4(c) below, the SCSA hereby grants to the Naming Rights Sponsor, and during the Term the Naming Rights Sponsor shall enjoy, exclusive branding and promotion rights in respect of the Exclusive Category. In furtherance thereof, (i) the SCSA shall not, and shall cause the Landlord Affiliates not to, display (or cause, authorize or permit the display of) any signage or other advertisement or promotion in the Stadium or anywhere else on the Premises that promotes, identifies or refers to any products or services in the Exclusive Category (other than products or services in the Exclusive Category of or concerning Naming Rights Sponsor), (ii) the SCSA shall not display (or cause, authorize or permit the display of) any signage or other advertisement or promotion in the Exclusive Category on any real estate or improvement that is within a one (1) mile radius of the Stadium for which the SCSA has the ability to control advertising rights or exclusivity without incurring any expense, except to the extent such expense is paid or reimbursed by the Naming Rights Sponsor, (iii) the SCSA shall not grant any Category Competitor the right to name any portion of the Stadium or the Premises or display any signage, advertising or promotion in the Stadium, anywhere on the Premises or on any real estate or improvement that is within a one (1) mile radius of the Stadium and which the SCSA has the ability to control advertising or exclusivity without incurring any expense, except to the extent such expense is paid or reimbursed by Naming Rights Sponsor, (iv) the SCSA shall not, and shall cause the Landlord Affiliates not to, grant any Person (other than the Naming Rights Sponsor) any right or license to use the Stadium Name, Stadium Logo or any of the Stadium Marks in connection with any products or services in the Exclusive Category, (v) the SCSA shall not, and shall cause the Landlord Affiliates not to, grant any Category Competitor any right or license to use the Stadium Name, Stadium Logo or any of the Stadium Marks for any reason, (vi) the SCSA shall not grant any Person the right to advertise, promote, sell or provide any products or services in the Exclusive Category on the Stadium Website, the City's website, the SCSA's website or any other Internet site, web page, social media or other media that is controlled by the SCSA, (vii) the SCSA shall not, and shall cause the Landlord Affiliates not to, grant any Category Competitor the right to advertise or promote any of such Category Competitor's products or services or conduct such Category Competitor's general corporate advertising on the Stadium Website, the City's website, the SCSA's website or any other Internet site, web page, social media or other media that is controlled by the SCSA, (viii) the SCSA shall not engage in or authorize any Person to conduct any activation or promotional activity with respect to products or services in the Exclusive Category, and (ix) the SCSA shall not sell, provide, commit to sell, give away or otherwise distribute any products or services in the Exclusive Category in the Stadium or

anywhere else on the Premises, except that with respect to this clause (ix), (A) the SCSA or Forty Niners SC may sell products in the Exclusive Category (other than jeans, other denim products and khakis) that are licensed by the NFL and branded with marks of NFL clubs or the NFL, and (B) the SCSA may sell or distribute (or allow the sale or distribution of) products in the Exclusive Category on behalf of or by the title sponsor, promoter, organizer or performer of any Non-NFL Event immediately prior to, during and immediately following such Non-NFL Event solely to the extent such products relate directly to such Non-NFL Event (i.e., concert T-shirts and similar items). Unless it obtains the prior written consent of the SCSA (which may be withheld in the SCSA's sole discretion), Naming Rights Sponsor may not use any of the Stadium Marks in connection with the advertisement or promotion of any products or services that are not within the Exclusive Category (other than advertisements and promotions that advertise or promote Naming Rights Sponsor or its brand generally).

(b) *Prominence*. During the Term, the SCSA shall ensure that the Naming Rights Entitlements provided to Naming Rights Sponsor under this Agreement will result in Naming Rights Sponsor having the most prominent (with such prominence being viewed in the aggregate, including any entitlements received pursuant to the Sponsorship Agreement, as opposed to on an entitlement by entitlement basis) promotions and advertising in the Stadium during all Stadium events (subject to Section 4(c) only with respect to Significant Events), as compared with any other sponsor or advertiser. Naming Rights Sponsor shall be the prime and most prominent sponsor in the Stadium and SCSA shall not activate any other sponsor at a similar level in or on the Premises. The SCSA shall cooperate with Naming Rights Sponsor in good faith to implement reasonable suggestions regarding changes (at Naming Rights Sponsor's sole cost and expense) to the designs, sizes and placement of signage and the utilization of other Naming Rights Entitlements (including, without limitation, by relocating the Naming Rights Sponsor's signage and other advertisements (at Naming Rights Sponsor's sole cost and expense) to other available locations within the Stadium) in order to maximize the camera-visibility of the Naming Rights Entitlements. Except for signage that identifies or brands specific locations at the Stadium (e.g., entrances, box office, etc.) that is (A) substantially smaller than the Specified Signage identified in clauses (i) and (ii) of the definition of such term and (B) (with the exception of branded solar panels on the roof) significantly lower in height than such Specified Signage, SCSA shall not grant any Person (other than Naming Rights Sponsor) the right to display any signage, advertising or promotional materials on the exterior façade of the Stadium.

(c) *Exceptions to Exclusivity and Prominence*. Naming Rights Sponsor agrees that the exclusivity described in Section 4(a) (and, solely with respect to Significant Events, Naming Rights Sponsor's rights under the first sentence of Section 4(b)) are limited as follows:

(i) Sponsor acknowledges that in connection with any Significant Event or other Non-NFL Event (other than any games played by any Additional Team) that has one or more third party sponsors, the SCSA and such third parties may conduct promotional activities, activate electronic signage (including electronic signage that projects an image), display temporary banners, signs and similar event-specific banners, signs and other materials and/or advertising on admissions tickets, and/or on the stadium information systems, the exterior message boards and elsewhere in the Stadium and on the Premises (whether affixed to the structure of the Stadium or otherwise), announcing, promoting, advertising or acknowledging such sponsors or such Significant Event or Non-NFL Event (which may include the name of the

advertiser or sponsor thereof) ("Other Event Materials"), provided that: (A) Other Event Materials that contain a reference to a Category Competitor or any products in the Exclusive Category cannot be displayed on the exterior façade of the Stadium or in the inner bowl of the Stadium during home NFL Team Games, or any games played by any Additional Team, (B) Other Event Materials that are not on LED displays cannot be displayed in the inner bowl of the Stadium during home NFL Team Games, or any games played by any Additional Team, and (C) any Other Event Materials located on the exterior facade of the Stadium (or, to the extent the Other Event Materials contain any reference to a Category Competitor or reference or promote any products in the Exclusive Category, located elsewhere in the Stadium) may only be displayed at such location for a reasonable period of time, such period of time not to exceed ninety (90) days (in the case of any Other Event Materials located on LED displays or other electronic signage) and thirty (30) days (in the case of any Other Event Materials). Sponsor acknowledges that, subject to clauses (A) and (C) of the proviso in this Section 4(c)(i), any Other Event Materials may include advertising, signs and other materials that advertise or promote products or services within the Exclusive Category.

(ii) The Parties agree that, except for the benefits expressly granted to Naming Rights Sponsor under this Agreement and the restrictions expressly imposed on the SCSA under this Agreement and as set forth in the Sponsorship Agreement, all other rights, benefits and privileges of the SCSA are expressly reserved by the SCSA and any benefits not explicitly granted exclusively to Naming Rights Sponsor pursuant to this Agreement may be sold or licensed by the SCSA to other Persons, provided that the sale or license of such benefits does not conflict with Naming Rights Sponsor's rights under this Agreement or violate any of the SCSA's obligations under this Agreement. The Parties acknowledge that while the sole name of the Stadium is the Stadium Name, certain areas within the Stadium will be referred to or associated with other names, in each case, subject to Sections 4(a) and 4(b) above, and the SCSA, itself or through rights granted to Forty Niners SC, may permit additional Persons to sponsor and/or name one or more localized areas within the Stadium, in each case, subject to Sections 4(a) and 4(b) above; provided, however that in no event shall the SCSA, Forty Niners SC or any other Person grant any Person the right or otherwise authorize or permit any Person to name (i) the playing field of the Stadium, (ii) the seating bowl of the Stadium, (iii) the exterior walls of the Stadium or (iv) any area of the Stadium that is named for or otherwise entitled to the Naming Rights Sponsor under this Agreement or the Sponsorship Agreement.

(iii) Except as expressly provided in the Sponsorship Agreement, Naming Right Sponsor's exclusivity pursuant to Section 4(a) and prominence pursuant to Section 4(b) do not extend to telecasts and broadcasts (whether by radio, television, Internet or any other audio-visual medium, live or recorded, whether now existing or hereafter developed) of NFL Team Games (other than (x) with respect to radio broadcasts of NFL Team Games, as set forth in the Sponsorship Agreement and (y) with respect to telecasts and radio broadcasts of pre-season NFL Team Games, as set forth in the Sponsorship Agreement) and Non-NFL Events, and, as a result, such telecasts and broadcasts may include advertising or promotion of the products or services of third parties within the Exclusive Category.

(iv) The Parties anticipate that, in addition to NFL Team Games, the Stadium will host a variety of Significant Events and other Non-NFL Events, including Significant Events and other Non-NFL Events that are promoted or operated by third parties. Naming Rights

Sponsor acknowledges that during certain Significant Events and other Non-NFL Events, and for reasonable periods before and after such events for setup and breakdown, the SCSA may be required to, and shall have the right to Obscure all or any portion of Naming Right Sponsor's signage, recognition and other advertising in the Stadium or on the Premises, in each case if and only to the extent (A) reasonably necessary for the conduct or performance of such Non-NFL Event (for example, because of the configuration of the stage for a particular concert or other Non-NFL Event), (B) required by Law during such Non-NFL Event, or (C) required by any Person (other than the SCSA, Forty Niners SC, TeamCo or any Affiliate of Forty Niners SC or of TeamCo) that is organizing, conducting or promoting such Non-NFL Event; provided, however, that in the case of clause (C), if any third party that is organizing, conducting or promoting any Non-NFL Event (but not any Significant Event) requests that the SCSA Obscure all or any portion of the Naming Rights Sponsor's signage, recognition or other advertising, the SCSA shall not Obscure such signage, recognition or other advertising without first obtaining the prior written consent of Naming Rights Sponsor (which consent may be withheld, conditioned or delayed in its sole discretion). Other than as specified with respect to clause (C) above, the Parties agree that such advertising may be Obscured during Significant Events without Naming Rights Sponsor's prior written consent.

(d) *Additional Teams*. The SCSA acknowledges and agrees that the Naming Rights Entitlements granted hereunder will apply, and will be provided by the SCSA to the Naming Rights Sponsor, with respect to any Additional Teams that may, from time to time, play its home games in the Stadium. In connection therewith, Naming Rights Sponsor shall not be required to pay any additional Rights Fees in connection with any Additional Team. Except as expressly provided in Section 4(c), the SCSA shall ensure that all games and other events involving any Additional Team will be subject to the exclusive rights of Naming Rights Sponsor set forth in Section 4(a), except that the exclusivity set forth in Section 4(a) shall not apply (i) to any programs, magazines, yearbooks or other printed materials sold by such Additional Team at its games or events and (ii) to such Additional Team's performance of, and SCSA's compliance with, any agreement of such Additional Team that was in effect prior to the effectiveness of such Additional Team's agreement to play its home games at the Stadium, for the lesser of (x) the remainder of the term of any such agreement (including any extension thereto pursuant to a contractual right exercised by the counterparty to such agreement (but not any right exercised by such Additional Team)) and (y) two years from the date of the first home game played by such Additional Team at the Stadium; provided that in no event shall this Section 4(d) permit any advertising on any fixed signage at the Stadium that promotes or references any Category Competitor or any products or services in the Exclusive Category.

(e) *Naming Rights Sponsor's Right to Block its Signage and Benefits*. If, in Naming Rights Sponsor's sole discretion, Naming Rights Sponsor does not wish to be associated with any particular Non-NFL Event, Naming Rights Sponsor shall have the right, upon written notice to the SCSA at least thirty (30) days prior to such event (or ten (10) days after the Naming Rights Sponsor receives notice of the event by the SCSA pursuant to Section 4(g), whichever is later), (i) to Obscure (as and to the extent determined by Naming Rights Sponsor), to the extent reasonably practicable, any portion of the Naming Rights Sponsor's advertising recognition or signage for the duration of the Non-NFL Event and/or (ii) to require the SCSA to include an appropriate disclaimer provided by Naming Rights Sponsor in a manner reasonably requested by Naming Rights Sponsor to the effect that the views expressed in such Non-NFL Event do not

necessarily reflect the Naming Rights Sponsor's views. If Naming Rights Sponsor exercises its right under this Section 4(e), the SCSA shall, to the extent reasonably practicable, cover such Naming Rights Sponsor signage using customary techniques and Naming Rights Sponsor shall reimburse the SCSA for all out-of-pocket costs or expenses incurred by the SCSA in connection therewith.

(f) *Ambush Marketing*. The SCSA shall, to the extent within its reasonable control, use good faith efforts and take appropriate measures (but in no event shall such measures include any obligation to expend funds unless Naming Rights Sponsor has agreed to reimburse the SCSA for all such funds expended) as are necessary to protect the rights granted to Naming Rights Sponsor and ensure that the Naming Rights Sponsor's rights are not undermined, encroached, compromised, curtailed, infringed or ambushed by any third parties, including, without limitation, as a result of or from any attempt by any Person, without Naming Rights Sponsor's written approval, to (a) associate any products within the Exclusive Category with the Stadium in conflict with Naming Rights Sponsor's rights hereunder, (b) sell any unauthorized merchandise featuring the Stadium in conflict with Naming Right Sponsor's rights hereunder, or (c) directly or indirectly suggest that any products within the Exclusive Category are endorsed by or otherwise associated with the Stadium in conflict with Naming Rights Sponsor's rights hereunder. At the request of the Naming Rights Sponsor, the SCSA shall take reasonable steps, in reasonable cooperation with the Naming Rights Sponsor, to prevent any Category Competitor from engaging in such activities or any other Person (other than the Naming Rights Sponsor) from engaging in such activities with respect to any products within the Exclusive Category, which steps may include, but shall not be limited to, sending a cease and desist letter, filing appropriate legal actions (including actions for temporary and permanent injunctive relief), or a combination thereof as the Naming Rights Sponsor and the SCSA may mutually agree. Any measures or steps taken by the SCSA under this Section 4(f) at the Naming Rights Sponsor's request shall be at the Naming Rights Sponsor's sole cost and expense. If the SCSA fails to reasonably cooperate with Naming Rights Sponsor in preventing any Category Competitor or other Person from engaging in such activities, then the Naming Rights Sponsor shall have the right to take appropriate legal action against such Category Competitor or other Person and, in connection therewith, the SCSA shall cooperate with the Naming Rights Sponsor and take such reasonable actions as may be requested by the Naming Rights Sponsor (at the Naming Rights Sponsor's sole cost and expense) to the extent necessary to prosecute such legal action.

(g) *Stadium Events*. The SCSA shall, on a quarterly basis, and otherwise promptly upon the request of Naming Rights Sponsor, provide Naming Rights Sponsor with a list of all NFL Team Games and Non-NFL Events scheduled to be held at the Stadium at any time in the future.

5. Rights Fees.

(a) *Fees*. In exchange for the Naming Rights Entitlements and other rights, benefits and privileges to be provided to Naming Rights Sponsor under this Agreement, during each Contract Year of the Term, Naming Rights Sponsor shall pay the SCSA an annual fee, net of any commissions that may be payable by Naming Rights Sponsor (the "Rights Fees"), in the amount provided for in Section 5(b) for such Contract Year.

(b) *Rights Fees Adjustment*. The Rights Fees due and payable for each Contract Year shall be as follows, subject to credit, refund or other adjustment only in accordance with the express terms of this Agreement:

Contract Year	**Rights Fee**
Initial Contract Year	$ 5,740,000
Second Contract Year	$ 5,912,200
Third Contract Year	$ 6,089,566
Fourth Contract Year	$ 6,272,253
Fifth Contract Year	$ 6,460,421
Sixth Contract Year	$ 6,654,233
Seventh Contract Year	$ 6,853,860
Eighth Contract Year	$ 7,059,476
Ninth Contract Year	$ 7,271,260
Tenth Contract Year	$ 7,489,398
Eleventh Contract Year	$ 7,714,080
Twelfth Contract Year	$ 7,945,502
Thirteenth Contract Year	$ 8,183,867
Fourteenth Contract Year	$ 8,429,384
Fifteenth Contract Year	$ 8,682,265
Sixteenth Contract Year	$ 8,942,733
Seventeenth Contract Year	$ 9,211,015
Eighteenth Contract Year	$ 9,487,345
Nineteenth Contract Year	$ 9,771,966
Twentieth Contract Year	$ 10,065,125
Twenty-first Contract Year (If extension right has been exercised.)	$ 10,367,078
Twenty-second Contract Year (If extension right has been exercised.)	$ 10,678,090
Twenty-third Contract Year (If extension right has been exercised.)	$ 10,998,432
Twenty-fourth Contract Year (If extension right has been exercised.)	$ 11,328,384
Twenty-fifth Contract Year (If extension right has been exercised.)	$ 11,668,235

(c) *Payment Schedule*. Subject to Section 5(d) below, the Rights Fee for each Contract Year shall be payable to the SCSA in two (2) equal semi-annual installments per year on or before March 1st and October 1st of such Contract Year. The first installment of the Rights Fee for the Initial Contract Year shall be due on March 1, 2014. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Naming Rights Sponsor shall have no obligation to pay any portion of the Rights Fees (other than the first installment of the Rights Fee for the Initial Contract Year) unless and until the NFL Opening Date has occurred.

(d) *Termination Prior to NFL Opening Date*. If, for any reason, this Agreement is terminated prior to the NFL Opening Date, the SCSA shall refund to the Naming Rights Sponsor

all amounts previously paid by Naming Rights Sponsor hereunder within thirty (30) days of such termination in accordance with instructions to be provided by Naming Rights Sponsor.

(e) *Taxes*. Each Party shall be responsible for and pay any and all taxes or similar charges (if any) that may be payable by such Party under applicable Law in respect of this Agreement. The SCSA confirms to the Naming Rights Sponsor that, as of the Effective Date, the SCSA is not obligated to collect any taxes in respect of the Naming Rights Entitlements or otherwise in respect of this Agreement.

(f) *Cost of Materials; Cleaning, Repairing and Maintenance*. Except as otherwise expressly provided herein or otherwise agreed in writing between the SCSA and the Naming Rights Sponsor, the SCSA shall be responsible for all costs and expenses associated with the initial design, construction, production, delivery or installation of signage and other physical advertising included in the Naming Rights Entitlements and for the cleaning, repairing and maintenance of all such signage; provided, that Naming Rights Sponsor shall be responsible, at its sole cost and expense, for the preparation of all conceptual drawings and designs and any other content for all signage in respect of this Agreement or the Naming Rights Entitlements. Naming Rights Sponsor shall be entitled, at its sole cost and expense, to replace, update, change, refresh or refurbish any such initial signage at any time and from time to time (and for any reason); provided, that the content of such signage will remain subject to the SCSA's prior written approval (not to be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, the Parties acknowledge that Transportation Signage is a Forty Niners SC Entitlement and not a Naming Rights Entitlement and consequently, the SCSA shall not have any obligations with respect to Transportation Signage (and all costs and expenses related thereto shall be the responsibility of Forty Niners SC under the Sponsorship Agreement). In the event the SCSA terminates this Agreement prior to the Expiration Date as the result of a Naming Rights Sponsor Default, Naming Rights Sponsor shall reimburse the SCSA for all out of pocket costs incurred in connection with the removal of its signage from the Stadium. In the event this Agreement expires or is terminated for any reason (other than as the result of a Naming Rights Sponsor Default), the SCSA shall be responsible for all such costs and expenses.

(g) *Costs and Expenses*. Except as expressly set forth in this Agreement, the Naming Rights Sponsor shall not be responsible for any costs and expenses in connection with the provision of the Naming Rights Entitlements or any other rights, benefits or privileges to which the Naming Rights Sponsor is entitled to receive under this Agreement. For the avoidance of doubt, Naming Rights Sponsor shall have no obligations under this Agreement with respect to the Transportation Signage and all costs and expenses related to the Transportation Signage shall be the responsibility of Forty Niners SC under the Sponsorship Agreement.

(h) *Interest on Late Payments*. Any payment required to be made by any Party to the other Party hereunder that is not paid within five (5) business days from the date such payment becomes due and owing shall bear interest at an annual rate of twelve percent (12%) per annum or, if lower, the maximum allowed by law, from the due date to the date payment is actually made. The right of a Party to receive interest under this Section 5(h) shall be in addition to all other rights it may have as a result of the other Party's failure to make payments when due.

6. Default and Remedies.

(a) *Default by Naming Rights Sponsor*. The occurrence of one or more of the following matters shall constitute a default by Naming Rights Sponsor (a "Naming Rights Sponsor Default"):

(i) Naming Rights Sponsor's failure to pay any of the Rights Fees when due (subject to any credit, refund or adjustment provided for hereunder) and the continuation of such failure for five (5) business days after written notice by the SCSA to the Naming Rights Sponsor specifying the failure.

(ii) Naming Rights Sponsor's failure to pay any other amounts when due to the SCSA hereunder (unless such amount is being contested by the Naming Rights Sponsor in good faith and in accordance with the terms of this Agreement), within thirty (30) days after written notice by the SCSA to the Naming Rights Sponsor specifying the failure and demanding that it be corrected.

(iii) Naming Rights Sponsor's failure to perform or comply in any material respect with any other material term or condition of this Agreement and the continuation of such non-performance or non-compliance for a period of ninety (90) days after written notice by the SCSA to Naming Rights Sponsor specifying the failure and demanding that it be corrected; provided, however, if Naming Rights Sponsor has taken reasonable steps to cure such failure within such ninety (90) days, but the failure is of a type or character which is not reasonably susceptible of cure within such ninety (90) days, and would otherwise be capable of cure by Naming Rights Sponsor using reasonable efforts, Naming Rights Sponsor shall have such additional time as may be necessary in order to effect such cure, but not to exceed an additional ninety (90) days.

(iv) Naming Rights Sponsor files a petition in bankruptcy or is adjudicated a bankrupt, or if a petition in bankruptcy is filed against Naming Rights Sponsor which is not dismissed within sixty (60) days of filing, or if Naming Rights Sponsor becomes insolvent, makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or if Naming Rights Sponsor discontinues its business or if a receiver is appointed for it or its business.

(v) Naming Rights Sponsor has made any representation or warranty hereunder that was untrue in any material respect as of the Effective Date.

(b) *Rights and Remedies of the SCSA*.

(i) Upon the occurrence of a Naming Rights Sponsor Default, the SCSA shall have the right to do any one or more of the following: (A) enforce any rights provided for herein with respect to such Naming Rights Sponsor Default, (B) seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Naming Rights Sponsor Default, (C) exercise any other right or remedy at law or in equity with respect to such Naming Rights Sponsor Default, including seeking an injunction or order of specific performance, and (D) solely to the extent provided in Section 6(b)(ii), terminate this Agreement in accordance with Section 6(b)(ii).

(ii) Except as otherwise provided in this Agreement (and without limiting any termination right expressly provided in any other provision of this Agreement), the SCSA shall only have the right to terminate this Agreement as a result of a Naming Rights Sponsor Default, which termination shall become effective thirty (30) days after delivery of written notice thereof to Naming Rights Sponsor, upon the occurrence of any of the following:

(A) a Naming Rights Sponsor Default specified in Section 6(a)(i);

(B) a Naming Rights Sponsor Default specified in Section 6(a)(ii) involving an arbitration award pursuant to Section 14(d) in an amount equal to or greater than $2,500,000;

(C) a Naming Rights Sponsor Default specified in Section 6(a)(iv); or

(D) repeated and recurring Naming Rights Sponsor Defaults (after expiration of all applicable notice and cure periods, if any, provided for herein).

(c) *Default by the SCSA*. The occurrence of one or more of the following matters shall constitute a default by the SCSA (an "SCSA Default"):

(i) The SCSA's failure to pay any amount when due to the Naming Rights Sponsor hereunder (unless such amount is being contested by the SCSA in good faith and in accordance with the terms of this Agreement), within thirty (30) days after written notice by the Naming Rights Sponsor to the SCSA specifying the failure and demanding that it be corrected.

(ii) The SCSA's failure to perform or comply in any material respect with any other material term or condition of this Agreement and the continuation of such non-performance or non-compliance for a period of ninety (90) days after written notice by the Naming Rights Sponsor to the SCSA specifying the failure and demanding that it be corrected; provided, however, if the SCSA has taken reasonable steps to cure such failure within such ninety (90) days, but the failure is of a type or character which is not reasonably susceptible of cure within such ninety (90) days, and would otherwise be capable of cure by the SCSA using reasonable efforts, the SCSA shall have such additional time as may be necessary in order to effect such cure, but not to exceed an additional ninety (90) days.

(iii) The SCSA has made any representation or warranty hereunder that was untrue in any material respect as of the Effective Date.

(iv) The SCSA files a petition in bankruptcy or is adjudicated a bankrupt, or if a petition in bankruptcy is filed against the SCSA which is not dismissed within sixty (60) days of filing, or the SCSA becomes insolvent, makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or the SCSA discontinues its business or if a receiver is appointed for it or its business.

(v) The Stadium Lease or the Ground Lease is amended, terminated, invalidated or otherwise modified and such amendment, termination, invalidation or other modification could reasonably be expected to materially and adversely affect the Naming Rights

Sponsor's rights, benefits or privileges under this Agreement or the SCSA's ability to provide the Naming Rights Sponsor with any of the Naming Rights Entitlements hereunder.

(d) *Rights and Remedies of Naming Rights Sponsor*.

(i) Upon the occurrence of an SCSA Default, Naming Rights Sponsor shall have the right to do any one or more of the following: (A) enforce any rights provided for herein with respect to such SCSA Default, (B) seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such SCSA Default, (C) exercise any other right or remedy at law or in equity with respect to such SCSA Default, including seeking an injunction or order of specific performance, and (D) solely to the extent provided in Section 6(d)(ii), terminate this Agreement in accordance with Section 6(d)(ii).

(ii) Except as otherwise provided in this Agreement (and without limiting any termination right expressly provided in any other provision of this Agreement), the Naming Rights Sponsor shall only have the right to terminate this Agreement as a result of an SCSA Default, which termination shall become effective thirty (30) days after delivery of written notice thereof to the SCSA, upon the occurrence of any of the following:

(A) an SCSA Default specified in Section 6(c)(iv);

(B) an SCSA Default specified in Section 6(c)(v);

(C) an SCSA Default specified in Section 6(c)(i) involving an arbitration award pursuant to Section 14(d) in an amount equal to or greater than $2,500,000; or

(D) repeated and recurring SCSA Defaults (after expiration of all applicable notice and cure periods, if any, provided for herein).

7. Opening of Stadium.

(a) *Scheduled Opening Date*. Naming Rights Sponsor acknowledges that the NFL Opening Date is currently anticipated to occur on September 15, 2014 (the "Scheduled Opening Date"). Naming Rights Sponsor further acknowledges that, due to the complexity of constructing the Stadium, the possibility exists that the NFL Opening Date could occur after the Scheduled Opening Date. In the event that the NFL Opening Date occurs after the Scheduled Opening Date, then Naming Rights Sponsor agrees that the following terms shall apply:

(b) *Opening Date Not Prior to October 1, 2014*. If the NFL Opening Date does not occur prior to October 1, 2014 but does occur on or before December 31, 2014, then, subject to the Naming Rights Sponsor's rights set forth in Sections 7(c) and 7(d) below, (i) the Naming Rights Sponsor shall have all of its rights under Section 4(a) at all times, (ii) the Naming Rights Sponsor shall have no obligation to pay any portion of the Rights Fees (other than the first installment of the Rights Fee for the Initial Contract Year payable March 1, 2014) unless and until the NFL Opening Date occurs, and (iii) this Agreement shall continue to be in full force and effect with no other remedy relating to the date of opening.

(c) *If Stadium Opens After 2014*. If the NFL Opening Date does not occur prior to January 1, 2015, but does occur on or after January 1, 2015, then, subject to the Naming Rights Sponsor's termination rights set forth in Section 7(d) below, (i) the Naming Rights Sponsor shall have all of its rights under Section 4(a) at all times, (ii) no Rights Fee shall be payable in respect of any period prior to March 1, 2015, (iii) the first installment of the Rights Fees previously paid by Naming Rights Sponsor with respect to the Initial Contract Year shall be applied towards the Initial Contract Year (which will commence on March 1 of the year in which the NFL Opening Date occurs), (iv) the Naming Rights Sponsor shall pay the remainder of the Rights Fees for the Initial Contract Year on the later to occur of (x) October 1 of such Initial Contract Year and (y) the NFL Opening Date, and (v) this Agreement shall continue to be in full force and effect with no other remedy relating to the NFL Opening Date.

(d) *If Stadium Does Not Open Within One Year*. Notwithstanding anything to the contrary in this Agreement, if the NFL Opening Date does not occur by September 15, 2015, then the Naming Rights Sponsor shall have the right to terminate this Agreement by giving written notice to the SCSA at any time after September 15, 2015, provided however that if, at any time, the SCSA provides Naming Rights Sponsor with written notice of a revised and future anticipated NFL Opening Date which is later than September 15, 2015 (a "New Opening Date"), the Naming Rights Sponsor shall have thirty (30) days from the date of receipt of such notice to exercise such termination right; provided that if the NFL Opening Date does not occur by the New Opening Date, then the Naming Rights Sponsor shall have the right to terminate this Agreement by giving written notice to the SCSA no later than ninety (90) days after the New Opening Date.

(e) *No Impairment or Modification*. For the avoidance of doubt, nothing in this Section 7 shall impair or otherwise modify any of the Naming Rights Sponsor's rights under Section 9 below with respect to any NFL Team Games or Major Events that are not held during the Initial Contract Year or any subsequent Contract Year, whether as a result of any delay in the opening of the Stadium or otherwise.

8. Force Majeure; Eminent Domain.

(a) *Effect of Force Majeure*. Except if and to the extent any of Sections 3(h), 8(b), 8(c), 8(d), 9 or 15(i) applies, if a Party is prevented, prohibited or materially impaired from performing its obligations under this Agreement (other than a payment obligation hereunder) as a result of a Force Majeure event, then (i) such Party shall promptly give notice thereof to the other Party and shall thereafter act diligently and in good faith to bring about the termination or removal of such Force Majeure event as promptly as reasonably possible, (ii) such Party shall be excused from the performance of such obligations to the extent, but only to the extent, made necessary by such Force Majeure event and only until such time as such Force Majeure event terminates or is removed or resolved, upon which time the notifying Party shall provide notice to the other Party that it is able to resume performance, and (iii) if such Party does not perform such obligations, then the other Party shall not be obligated to perform any of its obligations that correspond to the obligations that such party has not performed (such that, for example, if the SCSA fails to provide the Naming Rights Sponsor with any of the Naming Rights Entitlements due to the occurrence of a Force Majeure event in accordance with clause (ii) above, then, unless any of Sections 8(b), 8(c), 8(d), 9 or Section 15(i) applies, the Naming Rights Sponsor shall not

be obligated to pay any portion of the Rights Fee to the extent such portion is attributable to such Naming Rights Entitlements and, if any such payments have previously been made, the Naming Rights Sponsor shall be entitled to a credit, on a pro rata basis, in the amount of such payments).

(b) *Total Condemnation of Stadium*. If the Stadium, substantially all of the Stadium, or the right of the SCSA to occupancy or possession of all or substantially all of the Stadium shall be taken by eminent domain or condemnation by any governmental authority (other than by the SCSA or any Landlord Affiliate, which shall be a material breach of this Agreement) for any public or private use or purpose, then (i) the SCSA shall promptly notify the Naming Rights Sponsor thereof and (ii) this Agreement shall automatically terminate upon the earlier of (x) the date when the possession of the portion of the Stadium or right so taken shall be required for such use or purpose or (y) the effective date of the taking. In such event, the Rights Fees paid or due shall be apportioned as of the date of such taking or condemnation (and the SCSA shall refund to the Naming Rights Sponsor an amount equal to the difference between (x) the aggregate amount of Rights Fees previously paid in respect of such Contract Year and (y) an amount equal to the Rights Fees for such Contract Year multiplied by a fraction the numerator of which is the number of days in such Contract Year elapsed prior to the effective date of such termination and the denominator is 365 (or 366, as applicable)) and neither Party shall have any further obligations to the other or rights hereunder, other than those that expressly survive termination hereunder.

(c) *Partial Condemnation of Stadium*. If less than all or substantially all of the Stadium shall be taken or condemned by any governmental authority for any public or private use or purpose, then (i) if the SCSA determines, in its sole discretion, within thirty (30) days after such taking or condemnation, that the remaining portion of the Stadium cannot economically and feasibly be used to host Stadium events, including by the Team for playing NFL football games, then the SCSA shall promptly notify the Naming Rights Sponsor thereof and thereafter this Agreement may be terminated by either Party, by written notice to the other Party, and the Rights Fees paid or due for the period during which the taking or condemnation occurs shall be apportioned as of the date of such taking or condemnation (and the SCSA shall refund to the Naming Rights Sponsor an amount equal to the difference between (x) the aggregate amount of Rights Fees previously paid in respect of such Contract Year and (y) an amount equal to the Rights Fees for such Contract Year multiplied by a fraction the numerator of which is the number of days in such Contract Year elapsed prior to the date of such taking or condemnation and the denominator is 365 (or 366, as applicable)), in which event neither Party shall have any further obligations to the other or rights hereunder, other than those that expressly survive termination hereunder; or (ii) if the SCSA does not make the determination described in the preceding clause (i) within thirty (30) days of after such taking or condemnation, then the Rights Fees for the then-current Contract Year and for each subsequent Contract Year of the Term shall be equitably adjusted based on the portion of the Stadium that has been taken or condemned and the diminishment in value of the Naming Rights Entitlements as a result thereof (and if the Parties are unable to agree on the amount of such adjustment within ninety (90) days of the date of such taking or condemnation, then such adjustment shall be determined in accordance with Section 14). Notwithstanding the foregoing, (x) a taking or condemnation by the SCSA or the City that materially and adversely affects the Naming Rights Sponsor's rights hereunder shall constitute a material breach of this Agreement by the SCSA, and (y) a taking or condemnation by the SCSA or the City that does not materially and adversely affect the Naming

Rights Sponsor's rights hereunder but results in any Naming Rights Entitlements being unavailable for purposes of Section 15(i) shall entitle the Naming Rights Sponsor to receive Substitute Entitlements therefor pursuant to Section 15(i).

(d) *Casualty Event*. If, at any time during the Term, the Stadium is damaged or otherwise rendered unusable for NFL Team Games for more than one (1) calendar year as a result of any event, cause or occurrence (any such event, cause or occurrence, and including a substantial destruction of the Stadium, a "Casualty Event"), whether or not such Casualty Event constitutes a Force Majeure event, then the SCSA shall give the Naming Rights Sponsor a written notice within six (6) months after the end of the Casualty Event stating whether the SCSA will rebuild or restore the Stadium such that it will be usable for NFL Team Games; provided that the SCSA shall provide such notice as soon as reasonably practicable after its decision to rebuild or restore the Stadium is made. If the notice states that the SCSA will not rebuild or restore the Stadium, then this Agreement shall automatically terminate (except for those provisions that expressly survive termination). If the notice states that the SCSA will rebuild or restore the Stadium, then the Naming Rights Sponsor shall not have the right to terminate this Agreement as a result of the Casualty Event and this Agreement shall remain in full force and effect, provided that the Naming Rights Sponsor shall have the right, as its sole remedy for such Casualty Event, to terminate this Agreement if the first NFL Team Game at the Stadium following delivery of such rebuild notice does not occur on or prior to the first scheduled regular season home NFL Team Game of the NFL season following the second (2nd) anniversary of the Casualty Event. If a Casualty Event occurs and the SCSA notifies the Naming Rights Sponsor that it will rebuild or restore the Stadium, then, unless the Naming Rights Sponsor elects to terminate this Agreement in accordance with the immediately preceding sentence, as Naming Rights Sponsor's sole remedy for such Casualty Event: (i) following receipt by the Naming Rights Sponsor of the rebuild notice from the SCSA, the SCSA and the Naming Rights Sponsor shall negotiate in good faith regarding the Naming Rights Entitlements that the SCSA will provide to the Naming Rights Sponsor, and the appropriate reduction in the Rights Fees to be paid by the Naming Rights Sponsor, in each Contract Year during the period in which the Casualty Event renders the Stadium unusable (the "Casualty Period"), (and, to the extent the Naming Rights Sponsor has previously paid the full amount of the Rights Fees for such Contract Year, the SCSA shall refund any amount in excess of the reduced Rights Fees to the Naming Rights Sponsor within thirty (30) days of the end of such Contract Year), provided that if the Parties are unable to agree on the Naming Rights Entitlements to be received and the Rights Fees to be paid during any Contract Year during the Casualty Period, the Naming Rights Sponsor shall not be entitled to receive any Naming Rights Entitlements, nor obligated to pay Rights Fees or any other fee or payment, during the Casualty Period (and, to the extent the Naming Rights Sponsor has previously paid the full amount of the Rights Fees for such Contract Year, the SCSA shall refund the full amount of such Rights Fees to the Naming Rights Sponsor within thirty (30) days of the end of such Contract Year); (ii) to the extent the Rights Fees are reduced in accordance with the foregoing clause (i), the SCSA shall refund any portion of the Rights Fees for such Contract Year already paid by the Naming Rights Sponsor to the extent such amount exceeds the reduced Rights Fees within thirty (30) days of the Parties' agreement on the reduced Rights Fees; (iii) unless the Naming Rights Sponsor notifies the SCSA in writing to the contrary, the Term (and the Expiration Date) will be extended by a period equal to the Casualty Period, rounded down in the case of any partial Contract Year (an "Extension Period"); and (iv) the Rights Fees for each Contract Year for the remainder of the Term shall be as set

forth in Section 5(b), except that (A) the Rights Fees for the first Contract Year beginning after the end of the Casualty Period (the "First Post-Casualty Year") will be equal to the scheduled Rights Fees for the Contract Year in which the Casualty Event occurred (the "Casualty Year") and (B) the Rights Fees for each subsequent Contract Year shall be equal to one hundred three percent (103%) of the Rights Fees for the immediately preceding Contract Year.

9. Lost Year; Major Events.

(a) *Lost Year*. Unless any of Sections 8(b), 8(c) or 8(d) apply, if in any Contract Year, zero (0) regular season NFL Team Games are played in the Stadium for any reason (a "Lost Year"), then as Naming Rights Sponsor's sole and exclusive remedy for such Lost Year, (i) Sponsor shall continue to receive all of the Naming Rights Entitlements with respect to such Lost Year, (ii) the Rights Fees payable by Naming Rights Sponsor with respect to such Lost Year shall be reduced such that it is equal to the product of (x) $1,375,000 multiplied by (y) the Annual Proportionate Increase, (iii) Naming Rights Sponsor shall receive a Rights Fee Credit in an amount equal to the difference between (x) the scheduled amount of the Rights Fee for such Contract Year as provided for in Section 5(b) and (y) the amount of the Rights Fee as reduced pursuant to the foregoing clause (ii), and (iv) the Naming Rights Sponsor shall have the option, exercisable in its sole discretion by delivering written notice to the SCSA, to extend the Term (and the Expiration Date) by one (1) additional Contract Year for each Lost Year that occurs (and, in such event, the Rights Fee for such additional Contract Year shall be equal to one hundred three percent (103%) of the scheduled Rights Fee for the Final Contract Year).

(b) *Required Major Events*. Commencing with and including the first Contract Year during which the Stadium has been opened for the entire Contract Year (i.e., from March 1 through February 28 (or 29)), at the end of every three Contract Years during the Term, if during the previous three (3) Contract Years (a "Three-Year Period"), fewer than thirty-six (36) Major Events were held at the Stadium, then Naming Rights Sponsor shall receive a Rights Fee Credit equal to the product of (x) $15,000 multiplied by (y) the difference between thirty-six (36) and the number of Major Events actually held at the Stadium during such Three-Year Period multiplied by (z) the Annual Proportionate Increase.

(c) *Credit Process*. For purposes of this Agreement, the term "Rights Fee Credit" shall mean a cash credit towards the remaining installments of the Rights Fees payable hereunder. If the Naming Rights Sponsor is entitled to a Rights Fee Credit under any of Sections 3(h), 9(a) or 9(b) or any other provision of this Agreement with respect to any Contract Year, then the next installment(s) of the Rights Fees due for the Contract Year immediately following the Contract Year for which the Naming Rights Sponsor is entitled to such Rights Fee Credit shall be reduced by the aggregate amount of such Rights Fee Credit until such Rights Fee Credit is recouped or, if the aggregate amount of such Rights Fee Credit exceeds the remaining amount of such installment(s) of the Rights Fees for the Term, the Naming Rights Sponsor shall be entitled to receive payment of any excess amount from the SCSA within ninety (90) days of the expiration of the Term.

(d) *Major Events Definition*. For purposes of this Agreement, the term "Major Events" shall mean all Non-NFL Events held at the Stadium for which attendance (measured based on actual turnstile count, regardless of weather conditions or other circumstances) equals

or exceeds twenty-five thousand (25,000), except that any Non-NFL Event during which the Naming Rights Entitlements on any of the Specified Signage is Obscured pursuant to Section 4(c)(iv) shall not be treated as a Major Event for purposes of this Agreement. Notwithstanding the foregoing, (i) any Super Bowl that is played in the Stadium shall count as eight (8) Major Events (unless any of the Specified Signage is Obscured), and (ii) for the avoidance of doubt any NFL games played by an Additional Team in the Stadium shall be deemed to be Major Events, provided that none of the Specified Signage is Obscured and the attendance requirement of the immediately preceding sentence is satisfied.

(e) *Annual Proportionate Increase*. For purposes of this Agreement, the term "Annual Proportionate Increase" means, with respect to the calculation of any credit or refund payable under this Section 9, an amount equal to (x) the Rights Fee for the Contract Year in which such credit or refund is payable divided by (y) the Rights Fee for the Initial Contract Year.

10. Intellectual Property.

(a) *Ownership of Marks*. As between the Parties, Naming Rights Sponsor shall own all right, title and interest in and to the Naming Rights Sponsor Marks and the Stadium Marks, and all intellectual property rights inherent therein and appurtenant thereto. Naming Rights Sponsor represents and warrants that the trademark "LEVI'S" is presently registered as a trademark with the USPTO in classes 18, 25 and 35. The SCSA shall not take any action that is inconsistent with Naming Rights Sponsor's ownership of the Marks, including without limitation granting or attempting to grant a security interest in any Mark or otherwise encumbering any Mark (or application or registration relating thereto). The SCSA agrees that all uses by it of the Marks shall inure to the benefit of Naming Rights Sponsor, and any trademark rights that may accrue to the SCSA related thereto and any goodwill associated therewith is hereby granted and assigned to Naming Rights Sponsor. The SCSA shall not, whether during the Term or thereafter, challenge (i) the rights of Naming Rights Sponsor in and to any of the Marks, or (ii) the validity of the Marks. During the Term and thereafter, the SCSA shall not use or file, nor assist any third party in using or filing, any application for any trade name, domain name or trademark derivative of, similar to, incorporating or resembling any of the Marks as to be likely to cause confusion, deception or mistake with respect to such Marks. During the Term, Naming Rights Sponsor shall not, either directly or through its Affiliates or licensees, use the Stadium Name or Stadium Logo in connection with the naming, operation or marketing of any other sports venue in the United States; provided, that for avoidance of doubt, the foregoing is not intended to preclude Naming Rights Sponsor from using the name "Levi's" in connection with other sports venues or facilities so long as the word mark "Levi's Stadium" is not used (such that, for example, the Naming Rights Sponsor may use "Levi's Center," "Levi's Arena" or "Levi's Field," in connection therewith).

(b) *Registration and Protection of Stadium Marks*. Naming Rights Sponsor shall file appropriate Intent to Use Applications for registration of the Stadium Marks with the USPTO at its sole expense. During the Term, Naming Rights Sponsor agrees not to abandon, forfeit, or cancel any United States federal or foreign applications or registrations sought or obtained by Naming Rights Sponsor relating to the Stadium Marks without the prior written consent of the SCSA (which consent shall not be unreasonably withheld, conditioned or delayed), and will take all reasonable steps to maintain, demonstrate usage, and renew said applications or registrations.

The SCSA agrees to cooperate with Naming Rights Sponsor to prosecute and maintain said applications and registrations including by providing specimens of use and other documents that may required and requested by Naming Rights Sponsor. If the Stadium Logo is reasonably deemed by Naming Rights Sponsor to be a creative work capable of protection and registration with the United States Copyright Office, it also will consider in good faith (but will not be obligated to) whether to file an appropriate copyright application for that work.

(c) *Licenses to the SCSA*. Subject to the terms and conditions of this Agreement (including Naming Rights Sponsor's reserved rights set forth below in this Section 10(c)), the Naming Rights Sponsor hereby grants to the SCSA the following licenses:

(i) during the Term, an exclusive, royalty-free, worldwide, fully paid-up, license to use the Stadium Marks and the goodwill associated therewith solely in connection with the operation, merchandising, marketing and promotion of the Stadium and Stadium events, including without limitation, with respect to any broadcasts or other transmissions of Stadium events, for any reproductions of the Stadium likeness in such broadcasts or other transmissions, and to allow the SCSA to designate the Stadium by the Stadium Name and to fulfill its obligations to Naming Rights Sponsor hereunder;

(ii) during the Term, the right to sublicense its right to use the Stadium Marks to (A) the NFL Entities, (B) vendors and concessionaires of the Stadium and promoters of Stadium events, who may, in turn, subcontract the manufacture of products, related supplies, novelties, souvenirs, and any other goods or items sold, used, consumed, or given away by the SCSA in connection with their respective use and operation of the Stadium, and (C) subject to Section 11(c)(vii) below, sponsors of the Stadium for promotion and advertising of goods and services other than those in the Exclusive Category (e.g., "Official Pizza Provider of Levi's Stadium"); provided, that in each case such sublicense shall not permit the sublicensee to take any action that the SCSA is not authorized to take under this Agreement and the SCSA shall be liable for all breaches of the terms and conditions of this Agreement by any such sublicensee;

(iii) during the Term, a non-exclusive, royalty-free, worldwide, fully paid-up license to use the Naming Rights Sponsor Marks (excluding the Stadium Marks) to fulfill its obligation to Naming Rights Sponsor hereunder, to identify Naming Rights Sponsor as the naming sponsor of the Stadium and for related business purposes consistent with Naming Rights Sponsor's status as the naming sponsor of the Stadium; and

(iv) during and after the Term, a non-exclusive, royalty-free, worldwide, fully paid-up, license to use the Stadium Marks for historical uses (i.e., providing historical information and commentary and for literary, photographic, video, digital, or other documentary works that discuss the Stadium and its history).

Notwithstanding the foregoing grants to the SCSA, the Naming Rights Sponsor reserves the exclusive right to use the Stadium Marks to advertise and promote products and services in the Exclusive Category.

(d) *Limitations on Licenses to the SCSA; Quality Control*. All uses by the SCSA (or any sublicensee thereof) of the Marks shall conform to the trademark use guidelines provided in

writing to the SCSA by Naming Rights Sponsor, or shall be approved in writing by Naming Rights Sponsor prior to use, which approval shall not be unreasonably withheld, conditioned or delayed. Neither the SCSA nor any sublicensee thereof shall be entitled to use such Marks in combination with, or in such close proximity to, its own trademarks and/or service marks, or trademarks and/or service marks of a third party, so as to create a composite mark or create a likelihood of consumer confusion regarding the Stadium or the goods or services offered under the Marks. The SCSA and any sublicensee thereof shall maintain the same high quality control standards for all goods and services that the Naming Rights Sponsor presently uses for its trademarks and/or service marks. Naming Rights Sponsor, or its designee, shall have the right to reasonably inspect each use of the Marks. Neither the SCSA nor any sublicensee thereof shall use any Mark in a way that invalidates, disparages or dilutes such Mark or disparages Naming Rights Sponsor. Without limiting the foregoing, prior to each Contract Year, representatives of Naming Rights Sponsor and representatives of the SCSA shall meet to discuss the nature of the SCSA's proposed uses of the Marks in the then-upcoming Contract Year (which discussions may include a review of samples or descriptions of possible advertisements, premiums, promotions, press materials, merchandise, uniforms, tickets, food wrappers, food or beverage containers, napkins and plates or other materials or activities using or displaying any of the Marks). Naming Rights Sponsor shall have the right to provide input and comments on the proposed uses and the SCSA shall not go forward with any planned use that Naming Rights Sponsor reasonably determines is not consistent with the maintenance of the reputation, goodwill and brand of Naming Rights Sponsor. Further, with regard to any actual use of the Marks by the SCSA, in the event that Naming Rights Sponsor notifies the SCSA that it has determined in good faith that such use is not consistent with the reputation, goodwill and brand of Naming Rights Sponsor and expected uses of its Marks, the SCSA will use commercially reasonable efforts to halt such usage as soon as reasonably practicable.

(e) *Use of Stadium Image or Likeness*. The Naming Rights Sponsor shall have the right to use photographs or other visual depictions of the Stadium, Stadium image or likeness in Naming Rights Sponsor's advertising and other publications in all media now known or hereafter developed throughout the world. The Naming Rights Sponsor shall not use any such photograph, image or likeness of the Stadium or any portion thereof in a way that intentionally disparages or dilutes the SCSA's goodwill with respect to the Stadium. The Naming Rights Sponsor shall be responsible for (i) clearing copyright ownership of all photographs, images or likenesses of the Stadium not provided to the Naming Rights Sponsor by the SCSA, Forty Niners SC, TeamCo or any of their respective Affiliates and obtaining appropriate licenses from their respective owners, and (ii) all royalties and license fees payable to the copyright owners which arise from the Naming Rights Sponsor's use of such photographs, images or likenesses of the Stadium. For the avoidance of doubt, the foregoing sentence shall not apply to any photographs, images or likenesses that may be provided by the SCSA, Forty Niners SC, TeamCo or any of their respective Affiliates.

(f) *Stadium Website*. During the Term, the SCSA shall maintain, manage and control an Internet website to be initially located at "www.levistadium.com" (or, alternatively, "www.levisstadium.com") (the "Stadium Website"). The Stadium Website shall prominently feature the Stadium Name and the Stadium Logo and provide information about the Stadium and events scheduled to be held at the Stadium. The SCSA shall consult with the Naming Rights Sponsor during the initial design of the Stadium Website's homepage and the Naming Rights

Sponsor shall have the right to review and approve (not to be unreasonably withheld) the final design of the homepage immediately prior to its initial launch (and the SCSA shall consult with Sponsor in connection with any material changes to such design thereafter). The Stadium Website shall include prominent "above-the-fold" advertisements and links to the Naming Rights Sponsor's website at "www.levis.com" or other web sites owned and operated by the Naming Rights Sponsor; provided that in no event shall the content of any of the Naming Rights Sponsor's advertising that appears on the Stadium Website refer to any particular products or services that are not in the Exclusive Category. The SCSA will cause the domain name(s) for the Stadium Website (and such other existing Stadium-related URLs maintained by the SCSA) to be changed and redirected to the domain name registration "www.[Stadium Name].com" and all similar variants of such domain (the "Domain Names") or such other domain name as mutually agreed. Naming Rights Sponsor agrees, at its sole expense, to seek domain name registrations for the Domain Names and Naming Rights Sponsor shall own full right, title and interest to all such Domain Names. Naming Rights Sponsor hereby agrees, upon acquisition of the Domain Names, to grant the SCSA a fully-paid up, royalty-free license to the Domain Names for use solely in connection with the Stadium Website. Excluding any Naming Rights Sponsor intellectual property incorporated in the Stadium Website, at the request of the Naming Rights sponsor and provided to the SCSA by Naming Rights Sponsor, including without limitation, the Stadium Marks and the Naming Rights Sponsor Marks, the SCSA shall own all right, title and interest in and to the Stadium Website. The SCSA shall be responsible for the development, design, maintenance, updating and hosting of the Stadium Website and all costs and expenses related thereto, including without limitation, the implementation and maintenance of all Naming Rights Entitlements thereon. Immediately upon any early termination of this Agreement, the Parties will cooperate in good faith in the design and posting of a page that will re-direct visitors through hyperlinks to both a website designated by Naming Rights Sponsor and a website designated by the SCSA and the SCSA will maintain the re-direct page at such Stadium Domain Name URLs as the Parties may agree for a period of time to be reasonably determined by the Parties not to exceed twelve (12) months (taking into account the SCSA's need to provide information for annually recurring events and Naming Rights Sponsor's need otherwise to use the associated URL). Promptly after any expiration or termination of this Agreement, the Parties will cooperate in the prompt return of all copyright and other materials associated with the Stadium Domain Names websites belonging to the other Party.

(g) *Conformance with Law and NFL Rules*. Notwithstanding anything herein, the SCSA shall have no obligation to install or display the Marks or signs in violation of, and all uses of the Marks at the Stadium or elsewhere on the Premises shall comply with and be subject to: (i) any and all applicable Laws, including, without limitation, laws regulating trademarks, copyrights, and other forms of intellectual property, and (ii) the NFL Rules and any other requirements, policies and limitations as may be imposed by the NFL. The SCSA reserves the right, to be exercised in its reasonable discretion, to determine whether any display or use of the Marks is suitable for such use in accordance with the requirements of the preceding sentence.

(h) *Inventory Run-Out*. Following the expiration or termination of this Agreement for any reason, the SCSA and its permitted sublicensees shall have the right to market and sell or otherwise dispose of then-existing inventory containing the Marks until the earlier of: (i) the depletion of such inventory; and (ii) six (6) months after the termination or expiration of this Agreement. Naming Rights Sponsor recognizes that some advertising or promotional material

bearing the Marks may be developed and/or contracted for prior to termination or expiration of this Agreement and may not be immediately capable of being retracted or terminated, if at all, without material penalty. In such circumstances, following expiration or termination of this Agreement, the SCSA will take all steps reasonably necessary to preclude or limit the distribution of such advertising or promotional material following expiration or termination. Except as contemplated in this Section 10(h) and the historical use contemplated above, no Party shall have any other right to use the Stadium Marks after the Term without the written consent of the other Party.

(i) *Notification of Infringement*. Each Party shall notify the other Party of any unauthorized use or other infringement of the trademark rights or copyright in the Marks of which it becomes aware. If the unauthorized use or other infringement of the Marks occurs without infringement of any trademarks, service marks or copyrights of the SCSA, then Naming Rights Sponsor shall have the right (in its sole discretion), but not the obligation, to initiate and be responsible for the costs, expenses and control of any legal action. In any such legal action, the SCSA shall cooperate fully with Naming Rights Sponsor. If the unauthorized use or other infringement of the Marks occurs in conjunction with infringement of any trademarks, service marks or copyrights of the SCSA, then the parties shall cooperate in taking any legal action and the parties shall equitably apportion all related costs, expenses and amounts awarded.

11. Representations and Warranties; Covenants.

(a) *Representations and Warranties by the SCSA*. The SCSA represents and warrants to Naming Rights Sponsor the following:

(i) The SCSA is a joint powers authority with full power and authority to enter into and fully perform its obligations under this Agreement. The execution and delivery of this Agreement on behalf of the SCSA has been duly authorized, and no consent or approval of any other Person is required for execution, delivery or performance by the SCSA of this Agreement.

(ii) This Agreement 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.

(iii) The execution, delivery and performance of this Agreement by the SCSA (A) do not and will not conflict with the joint powers agreement or other governing documents of the SCSA, (B) do not and will not conflict with any applicable Law in effect as of the Effective Date, and (C) 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 (A) – (C) for any of the foregoing that could not reasonably be expected to materially and adversely affect the Naming Rights Sponsor's rights hereunder.

(iv) 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 Agreement 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 Agreement 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.

(v) 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 Agreement 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 hereunder.

(vi) 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 Agreement or otherwise impairs any of the Naming Rights Entitlements, rights or other benefits Naming Rights Sponsor is entitled to receive hereunder.

(vii) The SCSA has not granted any rights pertaining to the subject matter of this Agreement to any Person in a manner which would (A) cause the SCSA to be in default under any agreement between the SCSA and any other Person, except for any default that could not reasonably be expected to materially and adversely affect the Naming Rights Sponsor's rights hereunder, or (B) prevent the SCSA from granting any of the Naming Rights Entitlements to Naming Rights Sponsor under this Agreement.

(b) *Representations and Warranties by Naming Rights Sponsor*. Naming Rights Sponsor represents and warrants to the SCSA the following, in each case as of the Effective Date:

(i) 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 Agreement. The execution and delivery of this Agreement 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 Agreement.

(ii) This Agreement 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.

(iii) The execution, delivery and performance of this Agreement by the Naming Rights Sponsor (A) do not and will not conflict with the certificate of incorporation or bylaws of the Naming Rights Sponsor, (B) do not and will not conflict with any applicable Law

in effect as of the Effective Date, and (C) 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 (A) - (C) for any of the foregoing that could not reasonably be expected to materially and adversely affect the SCSA's rights hereunder.

(iv) Naming Rights Sponsor has not granted any rights to use the Stadium Marks to any Person in a manner which would (A) cause the Naming Rights Sponsor to be in default under any agreement between the Naming Rights Sponsor and any other Person, except for any default that could not reasonably be expected to materially and adversely affect the SCSA's rights hereunder, or (B) prevent the Naming Rights Sponsor from entering into and performing its obligations under this Agreement.

(v) Naming Rights Sponsor is the sole owner of all right, title and interest in and to the Naming Rights Sponsor Marks (it being understood that such right, title and interest has been pledged and otherwise encumbered to secure certain obligations of Naming Rights Sponsor and its Affiliates).

(c) *Covenants of the SCSA*. The SCSA covenants that:

(i) The SCSA shall clean, maintain, repair and operate the Stadium in a manner consistent with other comparable stadiums of a similar age in the United States at which NFL clubs are then playing and shall keep the Stadium in a good, clean and safe condition fit for the hosting of NFL games and Non-NFL Events.

(ii) The SCSA shall operate and maintain the Stadium in accordance with all Laws and NFL Rules, to the extent that noncompliance of such Laws and NFL Rules could materially and adversely affect the Naming Rights Sponsor's rights hereunder.

(iii) The SCSA will provide Naming Rights Sponsor with reasonable prior consultation rights regarding the construction and placement of all signage and other advertisements that Naming Rights Sponsor is entitled to receive pursuant to the terms of this Agreement. Except to the extent otherwise specified on Schedule 1, the precise size and location of each item of Naming Rights Sponsor's signage, recognition and other advertising at the Stadium or elsewhere on the Premises shall be proposed by the SCSA in accordance with Schedule 1 and the other provisions of this Agreement and shall be subject to approval by the Naming Rights Sponsor (such approval not to be unreasonably withheld, conditioned or delayed).

(iv) The SCSA shall not assign or otherwise transfer its interest in the Stadium Lease or the Ground Lease to any other Person unless the assignee or transferee assumes all of the obligations of the SCSA under this Agreement.

(v) The SCSA shall enforce all obligations of the City under Sections 2.4.8 of the Ground Lease with respect to any advertisement, sponsorship or promotional activity that

promotes, identifies or refers to any Category Competitor or any products or services in the Exclusive Category.

(vi) The SCSA shall provide the Naming Rights Sponsor with prompt written notice of (A) any amendment or modification to the Ground Lease or Stadium Lease that could reasonably be expected to materially and adversely affect the Naming Rights Sponsor's rights hereunder, (B) any written notice of default delivered by any Person under the Ground Lease or Stadium Lease that could reasonably be expected to materially and adversely affect the Naming Rights Sponsor's rights hereunder or (C) any termination (or delivery of written notice of termination) of the Ground Lease or Stadium Lease.

(vii) The SCSA shall not authorize or permit the display of any signage, advertising or promotional activity at the Stadium or elsewhere on the Premises that (A) is related to tobacco products, illegal substances, guns, gun clubs, gun organizations, other weapons or pornography, or (B) otherwise violates any of the NFL Rules.

(viii) The SCSA shall enforce all obligations of TeamCo under the Non-Relocation Agreement.

(ix) The SCSA covenants and agrees that in the event of any termination of the Stadium Lease or any other Stadium Lease Document (as defined in the Stadium Lease), (i) the SCSA will not terminate or otherwise disturb the rights of Naming Rights Sponsor under the Sponsorship Agreement (including, without limitation, Naming Rights Sponsor's exclusivity rights under Section 4(a) of the Sponsorship Agreement) for the duration of the Term (as such term is defined in the Sponsorship Agreement), provided no Sponsor Default (as such term is defined in the Sponsorship Agreement) has occurred and is then continuing under the Sponsorship, and (ii) the SCSA will honor the Sponsorship Agreement as if the Sponsorship Agreement had been entered into directly between the Naming Rights Sponsor and the SCSA. Accordingly, in the event of any termination of the Stadium Lease, the Sponsorship Agreement shall become and shall thereafter be deemed to be a direct agreement between the SCSA and Naming Rights Sponsor, provided that (x) the SCSA shall not be liable to the Naming Rights Sponsor for any breach or default of Forty Niners SC under the Sponsorship Agreement arising prior to the termination of the Stadium Lease, (y) the Naming Rights Sponsor shall not be liable to the SCSA for any breach or default by the Naming Rights Sponsor under the Sponsorship Agreement arising prior to the termination of the Stadium Lease, and (z) the SCSA shall only be responsible for performing those obligations of Forty Niners SC under the Sponsorship Agreement that relate to rights that were granted to Forty Niners SC under the Stadium Lease (e.g., obligations related to signage and other advertising at the Premises).

12. Indemnification and Insurance.

(a) *Indemnification by Naming Rights Sponsor*. Naming Rights Sponsor agrees to indemnify, defend and hold harmless the SCSA, Forty Niners SC, TeamCo, Forty Niners Stadium Management Company LLC, each of their Affiliates, and each of their and their Affiliates' respective officers, directors, employees, agents and representatives (the "SCSA Indemnified Parties") from all losses, settlements, claims, actions, suits, proceedings, investigations, judgments, awards, damages, liabilities, costs and expenses (including reasonable

attorneys' fees) (collectively, "Losses") incurred by any SCSA Indemnified Party arising out of or relating to (i) any Third Party Claim alleging that any Naming Rights Sponsor Marks that the SCSA is entitled to use pursuant to a grant of rights by the Naming Rights Sponsor under this Agreement or any material provided by the Naming Rights Sponsor to the SCSA under this Agreement infringes the copyrights, patents, trademarks, service marks or trade secrets, or violates any privacy or publicity rights, of any Person, or that the Naming Rights Sponsor does not own or have the right to license the use of any such Naming Rights Sponsor Marks or material, as applicable; (ii) any Third Party Claim of unfair competition or false advertising or related to the use, adoption or display of the Stadium Marks by the Naming Rights Sponsor or to the advertising or promotion by Naming Rights Sponsor of its products or services in the Exclusive Category; or (iii) any breach or misrepresentation by the Naming Rights Sponsor under this Agreement, except, in each case in clauses (i)-(iii), to the extent such Losses were the direct result of any negligence, misconduct, error or omission by any SCSA Indemnified Party.

(b) *Indemnification by the SCSA*. The SCSA shall indemnify, defend and hold harmless Naming Rights Sponsor, each of its Affiliates, and each of its and its Affiliates' respective officers, directors, employees, agents and representatives (the "Naming Rights Sponsor Indemnified Parties") from all Losses incurred by any Naming Rights Sponsor Indemnified Party arising out of or relating to (i) any Third Party Claim alleging that any of the Naming Rights Entitlements or any other rights, benefits or privileges granted by the SCSA hereunder violate the rights of any other Person; (ii) any breach or misrepresentation by the SCSA under this Agreement; (iii) any Third Party Claim alleging that any intellectual property that the Naming Rights Sponsor is entitled to use pursuant to a grant of rights by the SCSA under this Agreement or any material provided by the SCSA to the Naming Rights Sponsor under this Agreement infringes the copyrights, patents, trademarks, service marks or trade secrets, or violates any privacy or publicity rights, of any Person, or that the SCSA does not own or have the right to license the use of any such intellectual property or material; (iv) any Third Party Claim relating to the design, construction, operation, condition, renovation or maintenance of the Stadium or any other portion of the Premises (other than to the extent such Third Party Claim relates to any use or action by the Naming Rights Sponsor or any of its officers, agents, employees or invitees), including, without limitation, all so-called slip and fall cases; or (v) any Third Party Claim filed or otherwise asserted against any Naming Rights Sponsor Indemnified Party that is directly related to the Stadium or the Premises and that does not involve any act, omission or other wrongdoing by Naming Rights Sponsor, except, in each case in clauses (i)-(v), to the extent such Losses were the direct result of any negligence, misconduct, error or omission by any Naming Rights Sponsor Indemnified Party.

(c) *Notice and Defense*. Promptly after receipt by a Person entitled to indemnification pursuant to this Section 12 (an "Indemnified Person") of notice of the commencement of any action, suit, proceeding, investigation or assertion of any claim by any third party (each of the foregoing, a "Third Party Claim") in respect of which a claim for indemnification may be made under this Section 12 by such Indemnified Person, such Indemnified Person will give written notice thereof to the Party required to provide indemnification pursuant to this Section 12 (the "Indemnifying Party"); provided, that the failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability or obligation that the Indemnifying Party may have to the Indemnified Person under this Agreement, except to the extent of any material prejudice to the Indemnifying Party resulting

from such failure. If any Third Party Claim is brought against an Indemnified Person, the Indemnifying Party will be entitled to participate (at its expense) therein and, if it wishes to assume the defense thereof with counsel of its choice reasonably satisfactory to the Indemnified Person (who shall not, except with the consent of the Indemnified Person, be counsel to the Indemnified Person in such Third Party Claim) and gives written notice to the Indemnified Person of its election so to assume the defense thereof within fifteen (15) days after notice shall have been given to it by the Indemnified Person pursuant to the preceding sentence, will be entitled to assume the defense thereof. In all events, each Indemnified Person shall cooperate reasonably with the Indemnifying Party, at the expense of the Indemnifying Party, in connection with such defense of any such Third Party Claim. If the Indemnifying Person assumes such defense pursuant to this Section 12(c), the Indemnified Person shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Person.

(d) *Settlement or Compromise*. Any settlement or compromise made or caused to be made by the Indemnified Person or the Indemnifying Party as the case may be, of any Third Party Claim shall also be binding upon the Indemnifying Party or the Indemnified Person, as the case may be, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise, and shall in any case, be subject to the conditions of this Section 12(d). If any Indemnifying Party has assumed the defense of a Third Party Claim pursuant to Section 12(c) or the final proviso of this Section 12(d), such Indemnifying Party shall have the right to settle or compromise such Third Party Claim at any time; provided, however, that (i) no obligation, restriction, loss or prejudice against future actions shall be imposed on the Indemnified Person as a result of such settlement or compromise without such Indemnified Person's prior written consent, and (ii) such settlement or compromise must fully release the Indemnified Person from any liability related to such Third Party Claim, unless such Indemnified Person provides its prior written consent to the contrary. If the Indemnifying Party has not assumed the defense of any Third Party Claim pursuant to Section 12(c), the Indemnified Person shall have the right to settle or compromise such Third Party Claim at any time; provided, however, that (i) such Indemnified Person shall give the Indemnifying Party at least five (5) days' prior written notice of any proposed settlement or compromise of any such Third Party Claim that it is defending, during which time the Indemnifying Party may reject such proposed settlement or compromise; provided, further, that from and after such rejection, the Indemnifying Party shall be obligated to assume the defense of and full and complete liability and responsibility for such Third Party Claim and any and all Losses in excess of the amount, if any, that the Indemnifying Party would have been obligated to pay under the proposed settlement or compromise.

(e) *Naming Rights Sponsor Insurance*. During the Term, the Naming Rights Sponsor shall, at no cost to the SCSA, maintain (or cause to be maintained) the following insurance coverage with insurers having a "Best's" rating of A-VIII or better: commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations and contractual liability with a minimum amount of Ten Million Dollars ($10,000,000.00) for each occurrence. Naming Rights Sponsor shall furnish the SCSA with one or more certificates of insurance, evidencing that such insurance has been obtained, is in full force and effect and names the SCSA as an additional insured thereunder. Naming Rights Sponsor shall give the SCSA no less than ten (10) days' prior written notice of

any modification, termination, lapse or cancellation of any insurance coverage required to be maintained pursuant to this Section 12(e).

(f) *SCSA Insurance*. During the Term, the SCSA shall, at no cost to the Naming Rights Sponsor, maintain (or cause to be maintained) the following insurance coverage with insurers having a "Best's" rating of A-VIII or better: commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations and contractual liability with a minimum amount of Ten Million Dollars ($10,000,000.00) for each occurrence. The SCSA shall furnish Naming Rights Sponsor with one or more certificates of insurance, evidencing that such insurance has been obtained and is in full force and effect and names Naming Rights Sponsor as an additional insured thereunder. The SCSA shall give Naming Rights Sponsor no less than ten (10) days' prior written notice of any modification, termination, lapse or cancellation of any insurance coverage required to be maintained pursuant to this Section 12(f).

(g) *Limitation of Damages*. Notwithstanding anything to the contrary contained herein, in no event shall a Party be liable to the other Party for any consequential or indirect damages which the other Party may suffer, nor any punitive, special exemplary or similar damages, including but not limited to any such damages for loss of use, loss of business, loss of profit, even if advised of the possibility of such damages or if such damage could have been reasonably foreseen; provided, however, that the foregoing limitation of damages shall not apply with respect to either Party's indemnification obligations under this Section 12 with respect to any Losses arising out of or related to Third Party Claims.

13. Approval Process for Use of Marks.

(a) *Style Guide*. As soon as reasonably practicable after the Effective Date, the SCSA and the Naming Rights Sponsor shall jointly develop, in good faith, a style guide that sets forth approved uses of the Stadium Marks and the Naming Rights Sponsor Marks (the "Style Guide"). Any use by the SCSA or any Landlord Affiliate of any Mark that complies with the Style Guide in all material respects (other than any use in connection with the sale or distribution of merchandise, which shall require Naming Rights Sponsor's approval under Section 13(b)(ii) below) shall be deemed to have been approved by Naming Rights Sponsor for all purposes of this Agreement, whether or not Naming Rights Sponsor has specifically approved the particular use of such Mark.

(b) *Approval by Naming Rights Sponsor*. Any use of any of the Marks by the SCSA or any Landlord Affiliate (i) that departs in any material respect from the agreed upon Style Guide or (ii) in connection with the sale or distribution of merchandise, shall, in each case, be submitted to Naming Rights Sponsor for its prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed). Naming Rights Sponsor shall have three (3) business days from the date that it receives any written request for approval from the SCSA to approve or reject (and, if a rejection, such rejection shall describe with particularity the reasons for the rejection), and a failure to respond within such timeframe shall be deemed approval. The SCSA may also request in writing that Naming Rights Sponsor pre-approve certain types or categories of usage. The SCSA acknowledges that Naming Rights Sponsor will not approve any usage of the Marks that Naming Rights Sponsor believes (A) reflects unfavorably upon or

disparages, or would reasonably cause embarrassment to, Naming Rights Sponsor or any of its Affiliates, (B) relates or refers to any subject matter, business or enterprise that might reasonably be deemed to be immoral (including any sexually oriented subject matter, business or enterprise), (C) contains any political reference, or (D) involves any lottery or game of chance.

14. Arbitration.

(a) *Disputes Subject to Arbitration*. Any dispute arising under or relating to this Agreement shall be resolved exclusively by arbitration under the Comprehensive Arbitration Rules and Procedures of Judicial Arbitration & Mediation Service, Inc. (together with any successor, "JAMS") before a single arbitrator. The venue of any such arbitration proceeding shall be in Santa Clara, California or such other location as may be mutually agreed by the Parties. Notwithstanding the foregoing, either Party may at any time seek interim equitable relief pursuant to Section 15(v) below.

(b) *Arbitrator*. The arbitrator for any dispute shall be selected according to the Comprehensive Arbitration Rules and Procedures of JAMS.

(c) *The Arbitration*. Either Party may initiate an arbitration proceeding under this Section 14 utilizing the Comprehensive Arbitration Rules and Procedures of JAMS. Either Party may also seek and obtain discovery in connection with any such arbitration proceeding consistent with the Federal Rules of Civil Procedure.

(d) *Arbitration Award*. The award rendered by the arbitrator shall be final and shall identify the prevailing Party, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof.

(e) *Expenses; Attorneys' Fees and Costs*. The fees and expenses of the arbitrator shall be paid by the non-prevailing Party. In addition, in accordance with Section 15(s) below, the prevailing Party's reasonable attorneys' fees and costs shall be paid by the non-prevailing Party.

(f) *Pre-Arbitration Dispute Resolution*. In the event of any dispute arising under or relating to this Agreement, prior to commencing any arbitration proceeding under this Section 14, senior executives of each Party shall confer about the dispute for reasonable periods of time during the succeeding ten (10) business days (at least one such conference being in person (either in San Francisco, California or at the Stadium) between persons having the duties of chief operating officer, chief executive officer, chief sales officer or chief marketing officer, or their respective designees). If the Parties cannot resolve the dispute during such ten (10) business day period, then either Party may commence an arbitration proceeding following the expiration of such period.

15. Miscellaneous Provisions.

(a) *Relationship of Parties*. The SCSA and Naming Rights Sponsor shall at all times be independent contractors with respect to each other, and this Agreement shall not constitute either as the principal, agent, partner, joint venture partner or legal representative of the other for any purpose whatsoever.

(b) *Third Party Beneficiaries*. This Agreement does not and is not intended to confer any rights upon any Person other than the Parties, except that it is expressly agreed that (i) Forty Niners SC is an intended third party beneficiary of the rights expressly granted to Forty Niners SC under Section 3(f)(iii) above and (ii) the SCSA Indemnified Parties and Naming Rights Sponsor Indemnified Parties are intended third party beneficiaries of Section 12.

(c) *Compliance*. This Agreement is subject and subordinate to (i) NFL Rules, (ii) solely with respect to Significant Events, if and to the extent applicable, the rules and regulations of FIFA, the U.S. Olympic Committee or the International Olympic Committee and all other similar sanctioning bodies and governing authorities for the applicable Significant Event, as the same may be amended or adopted from time to time, (iii) the terms and conditions of the Ground Lease (as in effect on the Effective Date) and (iv) all Laws as they currently exist or as they may be amended or modified from time to time hereafter.

(d) *Waiver*. The failure by either Party to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the provisions hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by Law.

(e) *Notices*. All notices, requests, or offers required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, or by recognized overnight delivery service with signature required (*e.g.*, FedEx, UPS) addressed as follows (or to such other address(es) as a Party may designate as its new address(es) for such purpose by notice given to the other in accordance with this Section 15(e)):

If to the SCSA:	Santa Clara Stadium Authority Attn: Executive Director 1500 Warburton Ave. Santa Clara, CA 95050
With copies to:	Forty Niners SC Stadium Company LLC Attn: Legal Affairs 4949 Centennial Blvd. Santa Clara, CA 95054
and:	Goldfarb & Lipman LLP Attn: Karen Tiedemann 1300 Clay Street, 11th Floor Oakland, CA 94612
If to Naming Rights Sponsor:	Levi Strauss & Co. Attn: Chief Executive Officer 1155 Battery Street San Francisco, CA 94111

With copies to: Proskauer Rose LLP
Attn: Jon H. Oram, Esq.
Eleven Times Square
New York, NY 10036

and Levi Strauss & Co.
Attn: General Counsel
1155 Battery Street
San Francisco, CA 94111

(f) *Severability*. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the Parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(g) *Assignment by the SCSA*.

(i) The SCSA may not assign, sell, transfer, pledge, grant a security interest in, collaterally assign or otherwise encumber (in each case, "Assign") its interest in this Agreement or any of its rights hereunder and may not assign, delegate or otherwise transfer any of its obligations hereunder to any Person, in each case, without the prior written consent of the Naming Rights Sponsor (which may be withheld or conditioned in its sole discretion); provided, however, that (x) the SCSA may Assign (in whole or in part, by operation of law or otherwise), whether by security agreement, collateral assignment or transfer of any other kind (each an "Assignment"), all (but not less than all) its interest in this Agreement, upon written notice to (but without the prior written consent of) the Naming Rights Sponsor, to any Person in connection with a simultaneous Assignment to such Person of all of the SCSA's right, title and interest in both the Ground Lease and the Stadium Lease and (y) the SCSA shall have the right to assign all (but not less than all) of its right, title and interest in and to this Agreement to Forty Niners SC, upon written notice to (but without the prior consent of) the Naming Rights Sponsor, if the SCSA exercises the Stadium Authority Put Right (as such term is defined in the Stadium Lease), provided that such assignment occurs simultaneously with the SCSA's exercise of the Stadium Authority Put Right. In connection with any such Assignment that is permitted under clause (x) or (y) of the foregoing sentence, the SCSA shall require the assignee or transferee to be bound by all the terms and provisions hereof and assume all of the obligations of the SCSA hereunder from and after the date of such Assignment, pursuant to an instrument reasonably satisfactory to the Naming Rights Sponsor. In the event of such Assignment, the SCSA shall be relieved of any further obligations under this Agreement.

(ii) Notwithstanding the first sentence of Section 15(g)(i), the SCSA shall have the right to pledge, grant a security interest in or collaterally assign its interest in this Agreement and any or all of its rights under this Agreement, including, without limitation, its right to receive payments from Naming Rights Sponsor hereunder to any bank, lending or financing institution or any other lender or trustee or any source of or guarantor or insurer of any financing, or any trustee, collateral agent, fiduciary or other entity appointed in connection with

such financing (collectively, a "Finance Counterparty"), to secure any indebtedness of the SCSA, including any securitization (in each case, a "Financing"). If the SCSA notifies Naming Rights Sponsor of any such Assignment to a Finance Counterparty, then Naming Rights Sponsor shall, if and when requested by any such Finance Counterparty in writing, pay all amounts payable by Naming Rights Sponsor to the SCSA hereunder directly to such Finance Counterparty or designated servicer of any of the foregoing in accordance with written instructions provided by the SCSA. In connection therewith, Naming Rights Sponsor agrees to provide such further assurances and additional documentation as may be reasonably requested by any such Finance Counterparty; provided, however, that no such assurances or documentation shall in any way increase the Naming Rights Sponsor's obligations hereunder or create any new obligations of the Naming Rights Sponsor. Each Finance Counterparty shall have the right, but not the obligation, to remedy any default of the SCSA under this Agreement in accordance with the applicable cure provisions set forth herein, and, for such purpose, Naming Rights Sponsor hereby grants each Finance Counterparty such additional period of time as set forth below. Naming Rights Sponsor shall accept performance by any Finance Counterparty of any term, covenant, condition or agreement to be performed by the SCSA under this Agreement with the same force and effect as though performed by the SCSA, provided that in no event shall such additional period extend beyond ninety (90) days. No default of the SCSA under this Agreement shall exist or shall be deemed to exist (A) as long as any Finance Counterparty, in good faith, shall have commenced to cure such default within the above-referenced time period and shall be prosecuting the same to completion with reasonable diligence and, in any event, cures such default within one hundred eighty (180) days, or (B) if possession of the Stadium is required in order to cure such default, or if such default is not susceptible of being cured by a Finance Counterparty, as long as such Finance Counterparty, in good faith, shall have notified Naming Rights Sponsor that such Finance Counterparty intends to institute proceedings under the applicable security instruments, and, in any event, cures such default within one hundred eighty (180) days.

(h) *Assignments by Naming Rights Sponsor*. The Naming Rights Sponsor shall not Assign its interest in this Agreement or any of its rights under this Agreement without the prior written consent of the SCSA (which may be given or withheld in its sole discretion); provided, however, that (i) Naming Rights Sponsor may Assign all or any portion of its interest in this Agreement to any successor, acquirer or transferee of Naming Rights Sponsor's business in connection with a merger, corporate restructuring, reorganization or consolidation or any sale or other transfer of all or substantially all of the Naming Rights Sponsor's assets, provided that (x) the assignee assumes in writing for the benefit of the SCSA all obligations in respect of the rights assigned or transferred to such assignee under this Agreement pursuant to an instrument reasonably satisfactory to the SCSA and (y) unless Naming Rights Sponsor's assignee or successor has a consolidated bona fide net worth, net of goodwill, equal to or greater than that of Naming Rights Sponsor at the time of such Assignment, such Assignment shall not relieve Naming Rights Sponsor of any of its obligations under this Agreement, (ii) Naming Rights Sponsor may Assign this Agreement to an Affiliate of Naming Rights Sponsor without the approval of the SCSA, provided that Naming Rights Sponsor shall remain responsible for all obligations of Naming Rights Sponsor under this Agreement and such Assignment shall not relieve Naming Rights Sponsor of any of its obligations under this Agreement, and (iii) the Naming Rights Sponsor shall have the right to pledge, grant a security interest in, collaterally assign or otherwise encumber its interest in this Agreement and any or all of its rights under this

Agreement as security for any indebtedness or other obligations of the Naming Rights Sponsor or any of its Affiliates.

(i) *Substitute Entitlements*.

(i) The Parties hereby acknowledge and agree that certain of the Naming Rights Entitlements may become unavailable during periods of the Term, including without limitation, as the result of changes to the NFL Rules or applicable Laws. Except as otherwise expressly provided in this Agreement, if any individual Naming Rights Entitlement becomes unavailable during the Term, then the SCSA shall provide to the Naming Rights Sponsor, as its sole and exclusive remedy for any such unavailability during such period of unavailability, substitute advertising or promotional inventory or other benefits or consideration (in each case, related to the Stadium) by the SCSA of an equal or comparable value, as mutually agreed upon by the Parties in good faith ("Substitute Entitlements"). If the SCSA is unable to provide Substitute Entitlements of equal or comparable value during such period of unavailability, then the Parties shall attempt in good faith to agree upon additional mutually acceptable Substitute Entitlements to be provided to Naming Rights Sponsor during other periods during the Term. Alternatively, the Parties may mutually agree (each in its sole discretion) to extend some or all of the use of available Naming Rights Entitlements for additional periods to provide Naming Rights Sponsor advertising or promotional inventory or other benefits or consideration substantially equivalent to those that are unavailable during any given period.

(ii) If the Parties are unable in good faith to agree on additional mutually acceptable Substitute Entitlements to be provided to Naming Rights Sponsor after thirty (30) days of good faith discussions, then, upon the written request of either Party, the Parties shall jointly retain a mutually acceptable third party with expertise in the valuation of sports media rights and/or sports promotional rights (the "Appraiser") to determine whether the proposed Substitute Entitlements have substantially the same sponsorship or promotional value as the unavailable Naming Rights Entitlements and, if not, to deliver a written report to Naming Rights Sponsor and the SCSA setting forth the Appraiser's determination of the difference between such values. If the Appraiser determines that the sponsorship or promotional value of the unavailable Naming Rights Entitlements exceeds that of the SCSA's proposed Substitute Entitlements, then the SCSA shall have the right to propose one or more additional Substitute Entitlements equal to the deficiency in value (and the provisions of this Section 15(i) shall again apply). The Appraiser's determination shall be binding on the Parties (absent manifest error). Each of Naming Rights Sponsor and the SCSA shall be responsible for fifty percent (50%) of all costs and expenses incurred in connection with such Appraiser. Each Party shall be responsible for all other costs and expenses incurred by such Party in connection with the appraisal, including legal, accounting and expert fees.

(iii) Notwithstanding anything to the contrary in this Section 15(i), no right, benefit, privilege or other Naming Rights Entitlement shall be deemed to be "unavailable" for purposes of this Section 15 as a result of (A) any increase in the cost of obtaining, producing or providing such right, benefit, privilege or Naming Rights Entitlement, (B) the fact that it has become more difficult for the SCSA or any other Person to obtain, produce or provide such right, benefit, privilege or Naming Rights Entitlement, provided that it is still possible to obtain, produce or provide such right, benefit, privilege or Naming Rights Entitlement, or (C) such right,

benefit, privilege or Naming Rights Entitlement having been granted or provided to any other Person.

(iv) In the event of any amendment, modification, supplement or other change in any NFL Rule, or any implementation or application of any NFL Rule (including any change in any NFL Rule relating to the Super Bowl), at any time during the Term the effect of which would be to (A) prohibit, prevent or materially impede Naming Rights Sponsor from receiving any of the Naming Rights Entitlements or any other rights, benefits or privileges contemplated to be provided to the Naming Rights Sponsor hereunder during or otherwise with respect to any NFL games or NFL-organized events (including the Super Bowl or any event held in connection with the Super Bowl) or (B) otherwise reduce materially the value of the Naming Rights Entitlements or any other rights, benefits or privileges contemplated to be provided to the Naming Rights Sponsor hereunder and, for purposes of evaluating such reduction, without regard to the provisions of Section 15(c), the Parties shall negotiate in good faith appropriate equitable adjustments in the other Naming Rights Entitlements and/or an appropriate reduction in the amount of Rights Fees payable by Naming Rights Sponsor hereunder. If the Parties are unable to agree on such appropriate equitable adjustments or an appropriate reduction in the Rights Fees, then the provisions of Section 15(i)(ii) shall apply. Notwithstanding the foregoing, if any amendment, modification, supplement or other change to NFL Rules during the Term shall be sufficiently fundamental to constitute a frustration of purposes for which the Naming Rights Sponsor entered into this Agreement, the Naming Rights Sponsor shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the SCSA, in which event neither Party shall have any further obligation to the other or rights hereunder other than those that expressly survive termination.

(j) *Media Releases*. Any public statement, public announcement or other media release to be issued in connection with this Agreement must be approved by the Parties, in writing, prior to its release. The Parties will agree in advance on any press announcements regarding this Agreement, and the timing of the release of any such announcements. The Parties contemplate issuing a mutually approved press release following the Effective Date.

(k) *Headings*. The Section headings in this Agreement are for convenience only and shall not be used in the interpretation nor considered part of this Agreement.

(l) *Survival*. The provisions set forth in Sections 2(e), 5(d)-(h), 6, 9(c), 10(a), 10(h), 10(i), 12, 14 and 15 (other than Section 15(i)) shall survive any expiration or termination of this Agreement. In addition, any payment obligation of either Party that (i) accrues or arises prior to or at the time of expiration or earlier termination of this Agreement and (ii) that is contemplated under the terms of this Agreement to be paid after such expiration or earlier termination shall survive such expiration or earlier termination until paid.

(m) *Entire Agreement and Effect*. This Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, including the LOI. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein.

Notwithstanding the foregoing, this Agreement shall not supersede the Sponsorship Agreement, which is separate from this Agreement and is not in any way modified or otherwise affected hereby.

(n) *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions. FOR PURPOSES OF SECTION 15(V) AND TO ENFORCE OR CONFIRM ANY ARBITRATION AWARD RENDERED PURSUANT TO SECTION 14, EACH OF THE PARTIES AGREES TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS LOCATED IN SANTA CLARA COUNTY, CALIFORNIA AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA (AND ALL APPELLATE COURTS THEREFROM), AND WAIVES ANY OBJECTION BASED ON VENUE OR *FORUM NON CONVENIENS* WITH RESPECT TO ANY ACTION INSTITUTED IN SUCH COURTS.

(o) *Amendments/Modification*. This Agreement may not be amended or modified except by written agreement executed by both Parties.

(p) *Execution In Counterpart*. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile signature, which signature shall be deemed to be an original. An electronic, PDF or facsimile copy of a signed counterpart of this Agreement shall be deemed, and shall have the same legal force and effect as, an original document.

(q) *Exculpation*.

(i) Naming Rights Sponsor agrees that in pursuing its rights and remedies against the SCSA under this Agreement, it shall look only to the SCSA or its property for the satisfaction of Naming Rights Sponsor's remedies or for the collection of a judgment (or other judicial process) requiring the payment of money by the SCSA in the event of any default by the SCSA hereunder, and Naming Rights Sponsor will not have recourse against or otherwise look to the property or assets of any the SCSA's officers, directors (whether disclosed or undisclosed) or employees, or any of the officers, directors or principals (whether disclosed or undisclosed) of any entity or public body which is an Affiliate of the SCSA.

(ii) The SCSA agrees that in pursuing its rights and remedies against the Naming Rights Sponsor under this Agreement, it shall look only to the Naming Rights Sponsor or its property for the satisfaction of the SCSA's or for the collection of a judgment (or other judicial process) requiring the payment of money by such the Naming Rights Sponsor in the event of any default by the Naming Rights Sponsor hereunder, and the SCSA will not have recourse against or otherwise look to the property or assets of any of the Naming Rights Sponsor's officers, directors, employees, shareholders, subsidiaries or other Affiliates for any reason whatsoever.

(r) *No Inferences Against Author*. Each Party acknowledges that this Agreement was fully negotiated by the Parties and agrees, therefore, that no provision of this Agreement shall be

interpreted against any Party because such Party or its counsel drafted such provision. No prior draft of this Agreement, nor any negotiations or proceedings in pursuit of this Agreement, shall be offered or received as evidence to explain, construe, interpret, contradict or clarify the terms of this Agreement or the intent of the Parties or their counsel.

(s) *Prevailing Party Fees*. In the event that any dispute resulting in an arbitration in accordance with Section 14 or a proceeding for interim equitable relief in accordance with Section 15(v) arises out of this Agreement between the Parties hereto, the non-prevailing Party shall pay the prevailing Party's reasonable attorneys' fees and expenses incurred in connection with such arbitration or proceeding.

(t) *WAIVER OF JURY TRIAL*. THE PARTIES WAIVE ANY RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY ON, OR IN RESPECT OF, ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF PARTIES HEREUNDER, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

(u) *Stadium Authority Approval*. Whenever this Agreement calls for the SCSA's approval, consent, or waiver, the written approval, consent or waiver of the Executive Director of the SCSA, or his or her designee, shall constitute the approval, consent or waiver of the SCSA, without further authorization required from the Board of the SCSA. The SCSA shall authorize the Executive Director, or his or her designee, in this Agreement to deliver such approvals or consents as are required by this Agreement, or to waiver requirements under this Agreement, on behalf of the SCSA.

(v) *Equitable Relief*.

(i) Naming Rights Sponsor acknowledges that the rights granted by the SCSA to the Naming Rights Sponsor under this Agreement possess a special, unique and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by the SCSA as a result of any breach or threatened breach by Naming Rights Sponsor of this Agreement. Accordingly, the SCSA shall have the right, in addition to such other contractual, legal and equitable rights and remedies that may be available, during the Term and after the termination or expiration of this Agreement, to take such steps as are necessary to prevent such actual or threatened breach, including petitioning a court of competent jurisdiction for a temporary restraining order or a preliminary injunction and/or a decree for specific performance in aid of arbitration, in each case without being required to prove actual damages or furnish a bond or other security.

(ii) The SCSA acknowledges that the rights granted by Naming Rights Sponsor to the SCSA under this Agreement possess a special, unique and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by the Naming Rights Sponsor as a result of any breach or threatened breach by the SCSA under this Agreement. Accordingly, the Naming Rights Sponsor, in addition to such other contractual, legal and equitable rights and remedies that may be available, during the Term and after the

termination or expiration of this Agreement, shall have the right to take such steps as are necessary to prevent such actual or threatened breach, including petitioning a court of competent jurisdiction for a temporary restraining order or a preliminary injunction and/or a decree for specific performance in aid of arbitration, in each case without being required to prove actual damages or furnish a bond or other security.

(w) *Waiver of Immunity*. The SCSA hereby unconditionally and irrevocably (i) agrees that the execution, delivery and performance by it of this Agreement constitute private, proprietary, and commercial acts rather than public or governmental acts; (ii) agrees that should any action, arbitration, litigation or other proceeding be brought against the SCSA or its assets in relation to this Agreement or any transaction contemplated hereunder, no immunity (sovereign or otherwise) from such action, arbitration, litigation or proceeding (which shall be deemed to include suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) shall be claimed by or on behalf of the SCSA or with respect to its assets; (iii) waives any such right of immunity (sovereign or otherwise) which the SCSA or its assets now has or may acquire in the future; and (iv) consents to the enforcement of any arbitral award or judgment against the SCSA in any such action, arbitration, litigation or proceeding and to the giving of any relief or the issue of any process in collection with any such action, arbitration, litigation or proceeding.

(x) *Further Assurances*. Each of the Naming Rights Sponsor and the SCSA shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as the other party shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(y) *Time Is of the Essence*. With regard to all dates, deadlines and time periods set forth or referred to in this Agreement, time is of the essence.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the Effective Date.

SANTA CLARA STADIUM AUTHORITY
a joint exercise of powers entity,
created through Government Code Section 6500 *et seq.*

APPROVED AS TO FORM

RICHARD E. NOSKY, JR.
Authority General Counsel

ATTEST:

ROD DIRIDON, JR.
Authority Secretary

JULIO J. FUENTES
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

5/9/13
Date

LEVI STRAUSS & CO.

By: _____

Name: Charles V Bergh

Title: President + CEO

SCHEDULE 1

NAMING RIGHTS ENTITLEMENTS

During each Contract Year of the Term:

1. Signage.

(a) *Landmark Integration*.

(i) Club Entitlement. Naming Rights Sponsor shall have exclusive brand and name recognition in the approximately 23,000 square foot space located on the 400 level on the east side of the Stadium, which is currently referred to colloquially as the "Loft Club" (the "Club Space"). The name of the Club Space will be mutually agreed upon by the Parties (such as "Club 501" or "Denim Lounge"), and the Club Space will have a capacity of approximately 2,400 patrons. To the extent practicable, the Stadium Name and Stadium Logo will be displayed in all print, online and on-site references under the SCSA's control to refer to Naming Rights Sponsor's brand and name recognition of such club. Naming Rights Sponsor's logo shall be included on all direction, identification and entrance signage at the Stadium that refers to the Club Space. Details and implementation of such naming and branding rights will be mutually determined and agreed upon and may include, by way of example, wall graphics, furniture accents, fixed/digital displays, logo inclusion on food service items, and staff uniforms (if different than the uniforms described in paragraph (iii) below). All other advertising, sponsorship and promotional activities in the Club Space shall be subject to approval by Naming Rights Sponsor in its reasonable discretion. Naming Rights Sponsor shall receive, at no charge, at least twenty (20) passes to the club for each Stadium event.

(ii) Levi's Branded Apparel in Club Space. Naming Rights Sponsor shall have the right to provide, at Naming Rights Sponsor's cost, branded apparel containing Naming Rights Sponsor Marks for all Stadium employees' (such as Levi's club service crew), subject to the SCSA and Forty Niners SC approval of the design of such apparel (not to be unreasonably withheld). The SCSA will require such employees (such as Levi's club service crew) to wear such apparel during all NFL Team Games and Non-NFL Events at the Stadium.

(iii) Uniforms for Stadium Personnel. The Stadium Name or Stadium Logo shall be included on all uniforms of Stadium personnel, including ushers, concession services personnel, security personnel, premium level service staff and maintenance crew, subject to approval by the applicable vendors if and to the extent required by the applicable vendor contracts. The SCSA will require such personnel to wear such uniforms during all NFL Team Games and Non-NFL Events at the Stadium.

For the avoidance of doubt, except as expressly set forth in this Agreement or the Sponsorship Agreement, nothing in this Agreement shall be construed to require any person to wear or use any product of Naming Rights Sponsor or to wear any branded apparel.

(b) *Exterior Stadium Signage*. Naming Rights Sponsor shall receive:

(i) Suite Tower – Marquee Sign. One (1) primary exterior stadium identification banner sign displaying the Stadium Name in large lettering (the "West Side Lettering"). Such sign shall be a minimum of seven (7) feet tall and will be of a proportionate length (approximately 160 feet), and will be illuminated 365 days per year from sundown until midnight.*

(ii) Suite Tower – Theme Graphics. Two (2) theme graphics on either side of marquee banner shall include the Stadium Name and/or Stadium Logo. *

(iii) East Façade Marquee Sign. One (1) large centered sign across the east-facing exterior displaying the Stadium Name in large lettering (the "East Side Lettering" and, together with the West Side Lettering, the "Stadium Name Lettering"), visible to surrounding corporate and residential areas. *

(iv) Stadium Gate Signage. Signs at each of four (4) gates displaying "Levi's Stadium" in three-dimensional metal letters across face. *

(v) Street Level – Pole Banners. Flag signage displaying Stadium Name or Stadium Logo digitally printed on banner fabric hung from all light poles on the Premises. *

(vi) Street Level – Wayfinding. The Stadium Name will be included on all informational and navigational signage placed along the Stadium's perimeter.

(c) *Interior Stadium Signage*. Naming Rights Sponsor shall be permitted to display in Stadium:

(i) Two (2) primary seating bowl stadium identification channel cut or panel signs above the Stadium scoreboards displaying the Stadium Name. Each sign will be a minimum of ten (10) feet tall and will span the length of the scoreboard (approximately 190 feet). The signage will face the inner bowl of the Stadium and will be illuminated during all Stadium events. *

(ii) Canopy signs located on top of each of three field tunnels, which signage shall be subject to any required approvals of the NFL. *

(iii) The Stadium Name will be included on all informational and navigational signage placed in the Stadium's main and upper concourses. The final signage package shall be mutually determined by the Parties.

(d) *Stadium Site Signage*.

(i) Stadium Parking Signage. "Levi's Stadium" inclusion on all informational and navigational signage placed in Stadium's complete parking overlay on Non-NFL Event days.

(ii) Stadium Construction Site Signage. The SCSA shall display temporary signage with the phrase "Future Home of Levi's Stadium" around the Stadium site, including at the intersection of Tasman and Marie P. DeBartolo Way.

Naming Rights Sponsor acknowledges and agrees that certain of the signage set forth in clause (d)(i) is intended to be displayed in areas of the parking overlay that are outside of the Premises and outside the control of SCSA (such areas, the "Off Premises Parking Areas"). Naming Rights Sponsor further acknowledges that the SCSA's obligation to provide the signage set forth in clause (d)(i) in the Off Premises Parking Areas is expressly limited to the SCSA's obligation to use commercially reasonable efforts to obtain and display such signage, without having to incur any additional out-of-pocket cost.

2. Media. The following media assets shall be provided during each Contract Year of the Term:

(a) *Press Backdrop*. Stadium Logo inclusion on press backdrop to be used at all Stadium-related press conferences, except where inclusion would not be practical or appropriate, as one (1) of two (2) press backdrop partners, the other currently being SAP, with each such partner having equal prominence relative to individual logo size, logo quantities and logo placements.

(b) *Stadium Online Portal*. URL shall include the Stadium Name, and Naming Rights Sponsor shall receive significant content and advertising presence on Stadium's home page of the Stadium Website.

(c) *Stadium Construction Web Cam*. Naming Rights Sponsor shall receive live streaming of the Stadium construction site for duration of construction period.

(d) *Stadium Social Media*. If Stadium has social media platforms, all such platforms will include the Stadium Name and Stadium Logo, except where inclusion would not be practical or appropriate.

(e) *Stadium Corporate Collateral*. Stadium Name shall be included on all Stadium event and other collateral used by the SCSA, such as press releases, letterhead, business cards, credentials, will call envelopes, media credentials vehicles, equipment, tickets, ticket stock and parking passes, except where inclusion of such name would not be practical or appropriate. There shall be no commercial advertising on or adjacent to the Team's lockers.

(f) *Pre-Opening Promotion*. The SCSA shall use commercially reasonable efforts to include Naming Rights Sponsor in all press events, media opportunities and other public events and announcements related to the Stadium prior to the Opening Date.

(g) *Launch Event*. The "launch event" which was held on May 8, 2013.

3. Corporate Stadium Events. The Naming Rights Sponsor shall have the right to host up to four (4) private events per year at the Stadium (by way of example only, conferences, holiday parties, *etc.*) No fee shall be charged for event space use, but all other reasonable out-of-pocket costs of event shall be reimbursed by Naming Rights Sponsor, including all reasonable

out-of-pocket costs related to event staffing, parking, food and beverage service, security, clean-up, operations and other expenses incurred by Naming Rights Sponsor in connection with its use of the Stadium. The dates for which Naming Rights Sponsor will have the right to host such events at the Stadium, in each Contract Year, will be mutually agreed to by the Parties. Naming Rights Sponsor agrees to give the SCSA at least three (3) months' advance notice of such dates; provided, however, that if Naming Rights Sponsor does not give such advance notice to the SCSA, the SCSA shall not be responsible for unavailability of the Stadium which results in Naming Rights Sponsor receiving less than four (4) opportunities. Naming Rights Sponsor will be required to maintain such liability insurance reasonably requested by the SCSA covering such event of the same type and having the same limits as other licensees of the Stadium that use the Stadium for a similar purpose, and Naming Rights Sponsor shall provide the SCSA with all certificates of insurance evidencing such insurance. Naming Rights Sponsor shall provide the SCSA with copies of all governmental permits that are generally required to be obtained by third party users of the Stadium in order to conduct the applicable event. Naming Rights Sponsor shall indemnify, defend and hold harmless the SCSA Indemnified Parties from and against all Losses arising out of any claim against any SCSA Indemnified Party made by a third party, resulting from, imposed upon, asserted against or incurred in connection with, arising out of or relating to any such private event, except, in each case, to the extent such Losses were the result of any negligence, misconduct, error or omission by any SCSA Indemnified Party.

4. Sustainability Initiative. The SCSA directly or through its appointed designee shall design a co-branded sustainability program that is consistent with Naming Rights Sponsor's objectives and approved by Naming Rights Sponsor.

5. Suite Tickets to Stadium Events. In addition to the Suite tickets for NFL Team Games which Naming Rights Sponsor will receive pursuant to the Sponsorship Agreement, Naming Rights Sponsor will receive thirty-two (32) admission tickets (plus eight (8) passes for standing room) to one double executive suite # T1-17/T1-18 at the Stadium for all Non-NFL Events, other than events for which no tickets are sold to the public, such as political and private conventions, trade shows and civic events. Due to the potential logistical and contractual limitation and characteristics of certain Non-NFL Events, the location of such suite for certain Non-NFL Events (other than the Super Bowl) may be other than the location provided pursuant to the Sponsorship Agreement, provided that the site and location of such suite shall be comparable to Suite # T1-17 / T-18. In no event shall the Naming Rights Sponsor's suite be used by other Person without Naming Rights Sponsor's prior written consent, not to be unreasonably withheld.

6. Club Seat Tickets to Stadium Events. In addition to the Club Seat tickets for NFL Team Games which Naming Rights Sponsor will receive pursuant to the Sponsorship Agreement, Naming Rights Sponsor will receive an equal number of Club Seat tickets as set forth in the Sponsorship Agreement in comparable locations for all Non-NFL Events, other than events for which no tickets are sold to the public such as political and private conventions, trade shows and civic events. Due to the potential logistical and contractual limitations and characteristics of certain Non-NFL Events, the location of such Club Seat tickets may be other than in the locations provided pursuant to the Sponsorship Agreement, provided that such location shall be comparable to those provided under the Sponsorship Agreement.

7. Annual Naming Rights Review. The SCSA shall provide, at its sole cost and expense, the Naming Rights Sponsor with an annual review of the Naming Rights Entitlements. Subject to Naming Right Sponsor's request and availability of alternate assets, the SCSA and Naming Rights Sponsor will discuss and mutually agree on reasonable asset adjustments to provide Naming Rights Sponsor with assets of comparable value, including the replacement of any assets that have become obsolete or that are no longer useful to or desired by the Naming Rights Sponsor. The Naming Rights Sponsor may request that the SCSA replace any such assets with other assets, provided that any replacement shall require the mutual agreement of the SCSA and the Naming Rights Sponsor. In addition, the SCSA, at its sole cost and expense, shall provide the Naming Rights Sponsor with a comprehensive annual performance audit and valuation conducted by a mutually agreed upon third party, comprised of impressions review and estimated equivalent media value across mediums for all impressions generated through the Naming Rights Sponsors Entitlements. The Parties acknowledge that Forty Niners SC (or such other entity designated by the SCSA) may provide such annual review on behalf of the SCSA, and such annual review may be performed in conjunction with the annual review to be provided by Forty Niners SC to Naming Rights Sponsor pursuant to the Sponsorship Agreement.

The SCSA shall have the right to pre-approve (i) the form and content of all artwork, advertising and other items created by or for Naming Rights Sponsor under this Agreement, and (ii) the design and content of all signage or other promotional materials. Such approval shall not be unreasonably withheld, conditioned or delayed. After any such approval has been granted, the Naming Rights Sponsor may continue to use such artwork, advertising, signage or other promotional materials in accordance with this Agreement, and the SCSA may not withdraw such approval so long as such artwork, advertising, signage or other promotional material does not depart in any material respect from the item as originally approved. For the avoidance of doubt, the SCSA shall have no right to approve the Naming Rights Sponsor's exercise or exploitation of any rights, benefits or privileges it may have or be entitled to under the Sponsorship Agreement.

SCHEDULE 2

NAMING RIGHTS SPONSOR MARKS

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