

CONCESSIONS OPERATING AGREEMENT

By And Between

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

And

LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP

Dated February 20, 2018

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CONCESSIONS OPERATING AGREEMENT

THIS CONCESSIONS OPERATING AGREEMENT (this "**Agreement**") is made as of February 20, 2018 ("**Effective Date**"), and is by and between **FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**, a Delaware limited liability company ("**Manager**"), and **LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP**, an Illinois limited partnership ("**Concessionaire**").

WITNESSETH:

WHEREAS, the CITY OF SANTA CLARA, a municipal corporation ("**City**") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 *et seq.* (the "**Authority**"), have entered into a certain Ground Lease dated as of March 28, 2012 (as the same may be amended from time to time, the "**Ground Lease**"), pursuant to which the Authority leases certain real property from the City upon which the Authority has constructed a multi-purpose stadium (the "**Stadium**").

WHEREAS, the Authority and FORTY NINERS SC STADIUM COMPANY, LLC, a Delaware limited liability company ("**StadCo**"), have entered into a certain Amended and Restated Stadium Lease Agreement dated as of June 19, 2013 (as the same may be amended from time to time, the "**Stadium Lease**"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.

WHEREAS, StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("**Team**") have entered into a certain Amended and Restated Sublease Agreement dated as of June 19, 2013 (as the same may be amended from time to time, the "**Team Sublease**"), pursuant to which, during the term of the Team Sublease, the Team plays its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease;

WHEREAS, the Authority, StadCo and Manager have entered into a certain Stadium Management Agreement dated as of March 28, 2012 (as the same may be amended from time to time, the "**Stadium Management Agreement**"), pursuant to which the Manager manages the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement;

WHEREAS, pursuant to the Stadium Management Agreement, the Manager is required to provide for the sale of food and beverages at the Stadium through concessionaires selected by StadCo and the Authority or the Manager at the request of StadCo and the Stadium Authority;

WHEREAS, Concessionaire is engaged in the concession and catering business and is experienced in (i) selling food, Alcoholic Beverages and non-Alcoholic Beverages and other products, and (ii) providing premium quality concession and catering services at arenas, stadiums and other sports entertainment facilities throughout the United States;

WHEREAS, by their acceptance and acknowledgment of this Agreement where indicated below, the Authority and StadCo have selected Concessionaire to provide certain food, beverage, and catering services at the Stadium, and have authorized the Manager to enter into this Agreement;

WHEREAS, in furtherance of the Concessionaire's selection by the Authority and StadCo as indicated herein, and the authorization given to the Manager to enter into this Agreement, the Manager and Concessionaire desire to enter into this Agreement whereby Concessionaire shall have the right to provide, and Concessionaire agrees to provide, certain food, beverage, and catering services at the Stadium, subject to the terms and conditions of this Agreement, the Stadium Lease and the Stadium Management Agreement.

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants hereinafter set forth, the Manager and Concessionaire agree as follows:

ARTICLE I

Definitions

The following terms shall have the meanings set forth below:

Accounting Period: shall mean a calendar month, of which there must be twelve (12) within each full Fiscal Year.

Additional Indemnitees: shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), StadCo and its Affiliates, the Team, DeBartolo Corporation, Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "**control**" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Agreement: shall have the meaning set forth in the recitals to this document.

Alcohol Laws: shall have the meaning set forth in Section 6.4(d).

Alcoholic Beverage Policy: shall mean the rules, policies and procedures established from time to time by Manager in respect of the sale, distribution, promotion and consumption of Alcoholic Beverages at the Stadium.

Alcoholic Beverages: shall mean all alcoholic drinks, including liquors, beers and wines and other malt or brewed beverages.

All-Inclusive F&B Services: shall have the meaning set forth in Section 3.1(d).

All-Inclusive F&B Service Areas: shall have the meaning set forth in Section 3.1(d).

Annual Management Fee: shall have the meaning set forth in Section 5.1(c).

Annual Preference Payment: shall have the meaning set forth in Section 5.1(b).

Architectural Drawings: shall mean certain design and architectural drawings for the Stadium, including the Food and Beverage Facilities, the Leasehold Improvements and Equipment, as more fully identified on **Exhibit A**, and as amended by the Authority, Manager, or their respective Affiliates.

Authority: shall have the meaning set forth in the recitals to this Agreement.

Authority's Commissions: shall have the meaning set forth in Section 5.1(a).

Authority Events: shall mean Non-NFL Events and Catered Events.

Authority Operating Costs: shall mean, collectively, Concessionaire's costs directly attributable to Authority Events, including (i) cost of goods sold at Authority Events (less any discount/rebate received by Concessionaire for such items); (ii) labor costs incurred in connection with Concessionaire's operation of the Food and Beverage Services at the Stadium and the Outside Areas at Authority Events in accordance with the terms of this Agreement, including, but not limited to, payroll taxes, employee parking and shuttle costs; (iii) uncollectible amounts at Non-NFL Events from the Food and Beverage Services and any cash bar at a Catered Event, including, but not limited to, uncollectibles from credit/debit card activity, provided that such amounts shall not exceed .35% of revenues from such event; (iv) the laundering of uniforms for Authority Events; (v) equipment rentals for Authority Events; (vi) cost of pest control, trash removal, janitorial service, cleaning expenses, including, but not limited to, the cost of supplies, that can be attributed to Authority Events; (vii) items specifically identified elsewhere in this Agreement as an Authority Operating Cost; (viii) insurance costs incurred by Concessionaire in connection with providing the insurance required pursuant to this Agreement that can be attributed to Authority Events; and (ix) any other costs actually and reasonably incurred by Concessionaire in connection with the Food and Beverage Services directly attributable to Authority Events, all as reported by Concessionaire to Manager on a monthly basis in substantially the form attached hereto as **Exhibit B** (as the same may be modified from time to time by mutual agreement). The Parties acknowledge and agree that costs from Cost F&B Services requested by Authority or in connection with Authority Events shall not be included as an Authority Operating Cost.

Branded Products: shall mean food or beverage products identified by a unique brand which are specifically required by Manager (for example, a brand such as "**Pepsi**").

Budget: shall have the meaning set forth in Section 5.3(j).

Catered Event(s): shall mean any event or activity, including but not limited to events or activities held before, during and after Events, that is not open or available to the general public and where services are to be paid for on a group basis by a Person (provided that Gross Receipts from Catered Events shall include receipts from any cash bar associated with such event), including activities such as weddings, parties, receptions and meetings, to be held in one or more areas within the Stadium such as conference, banquet, bar, lounge, meeting, catering and event facilities as Manager or its designee shall deem appropriate under the circumstances.

Celebrity Chef and Celebrity Chef Program: shall have the respective meanings set forth in Section 3.1(k).

City: The City of Santa Clara, Santa Clara County, California.

Club Areas: shall mean the premium areas identified in the Architectural Drawings as the "Club Level" (as may be modified or updated by Manager in its sole discretion) or any named "Club" areas within the Stadium.

CMMS: shall have the meaning set forth in Section 6.8(f).

Commencement Date: shall mean April 16, 2018.

Common Areas: shall mean all loading docks and facilities, freight elevators, common passage areas, employee locker rooms, employee rest rooms, and appurtenant easement and access areas thereto in the Stadium, provided such Common Areas are reasonably necessary for Concessionaire's operation of the Food and Beverage Services, but shall not include any Excluded Areas.

Concessionaire: shall have the meaning set forth in the recitals to this Agreement.

Concessionaire Preference Payment: shall have the meaning set forth in Section 5.1(c).

Concessionaire Surveys: shall mean Manager surveys, the secret shopper surveys, "voice of the fan" surveys, and third-party customer surveys developed and implemented in accordance with Section 3.1(h).

Cost F&B Services: shall have the meaning set forth in Section 3.1(d).

Customer Information: shall have the meaning set forth in Section 5.3(k).

Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law, with adjustments in that varying rate to be made on the same date as any change in that rate.

Discounts: shall mean any reduction in standard sales price offered through a coupon, code, or other method, as determined by Manager in its sole discretion, for the purchase of Refreshments or other Food and Beverages Services offered by Concessionaire.

East Legacy Club: shall mean the Club Area identified as the "East Legacy Club" in the Architectural Drawings.

Effective Date: shall have the meaning set forth in the recitals to this Agreement.

Employee Meal Program: shall have the meaning set forth in Section 3.1(b).

Employee Training Programs: shall have the meaning set forth in Section 6.2(c).

Environmental Laws: shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

Equipment: shall mean all equipment, machinery, furniture, Point of Sale Devices, cash registers, security equipment, major appliances, Portables, and other tangible property, other than Smallwares, Leasehold Improvements and Office Equipment, used or needed to receive, store, freeze or refrigerate, transport, prepare, cook, display, sell and account for Refreshments at the Stadium.

Event(s): shall mean any event open to the public at large held at the Stadium. For purposes of calculating the Manager's Share of Net Receipts and the Authority's Commissions, Events operated by the Team or StadCo (or by Manager on behalf of the Team or StadCo) shall be "NFL Events," and Events operated by the Authority (or by Manager on behalf of the Authority) shall be "Non-NFL Events."

Excluded Areas: shall mean Team and visiting team locker rooms, offices of the Authority, Manager or any of their respective Affiliates or agents, back of house dressing rooms and staging areas, restaurant areas, merchandise retail areas including all "49ers Team Stores", and other similar areas designated from time to time by the Manager, in its sole discretion.

Excluded Expenses: shall mean costs not to be included in Authority Operating Costs, StadCo Operating Costs, or Joint Operating Costs, such costs being the sole responsibility of Concessionaire, and shall include (i) any legal fees not incurred in the normal course of business (i.e., litigation costs, settlement costs); (ii) insurance deductible payments; (iii) uncollectible amounts at Events from the Food and Beverage Services, including, but not limited to, uncollectibles from credit/debit card activity, provided that such amounts exceed .35% of revenues from such event; (iv) Transitional Expenses incurred by Concessionaire; (v) amortization of debt or other tax-deductible write-offs; (vi) corporate software or services costs incurred by Concessionaire not directly attributable to the Stadium; and (vii) any other costs incurred by Concessionaire that are not directly attributable to the Food and Beverage Services offered by Concessionaire at the Stadium.

Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date and end on the next following March 31. If this Agreement expires or

terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

Food and Beverage Facilities: shall mean all of those areas within the Stadium or the Outside Areas to be occupied and used by Concessionaire in connection with the performance of its obligations hereunder relating to Food and Beverage Services, including Concessionaire's kitchen and commissary and food and beverage service storage areas, food and beverage wash areas, pantry areas, food preparation and food and beverage cleaning areas, cafeterias, concession stands, bars, buffets, vending areas, portable stands, condiments stands, cooking, preparation, display and other back-of-house areas for Club Areas and lounges, administrative offices, money counting and record-keeping rooms dedicated to Concessionaire's operations located within the Stadium, all as shown as Concessionaire's areas on **Exhibit A** (as the same may be modified from time to time by the Authority or StadCo pursuant to the Stadium Lease, or the Manager on their behalf), but shall not include any Service Areas (except for purposes of properly controlling the sale and consumption of Alcoholic Beverages within such Service Areas), Common Areas or Excluded Areas; and all Leasehold Improvements constructed as part thereof in accordance with the Architectural Drawings.

Food and Beverage Services: shall mean the procurement, preparation, transportation, storage, service and sale of Refreshments by Concessionaire at the Stadium and Outside Areas in accordance with this Agreement, including club level concessions, services provided in lounges, Suites and restaurants, In Seat Delivery, and all game day and non-game day catering at the Stadium and Outside Areas.

Force Majeure: shall mean an act of God, riot, invasion, fire, flood, earthquake, tornado, storm, accident, strike, employee lockout or walk-out, or government interference, regulation, appropriation or rationing or any other event or condition similar to those enumerated above, that would render impossible a party's ability to perform hereunder; provided, that any NFL strike or other NFL work stoppage shall not be considered a "Force Majeure" event as applied to Manager.

General Concessions Sales: shall mean the sale of Refreshments, including all food, Alcoholic Beverages and non-Alcoholic Beverages, by Concessionaire at the Stadium and Outside Areas in accordance with this Agreement, excluding (a) In Seat Delivery, (b) the sale of Refreshments in the Club Area(s), Suites and restaurants, and (c) game day and non-game day catering at the Stadium and Outside Areas.

Governmental Authority: shall mean any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever of any governmental or quasigovernmental unit (federal, state, county, district or municipal), whether now or hereafter in existence.

Gross Receipts: shall mean the total amounts received or charged by Concessionaire or any agent or employee of Concessionaire from operations conducted throughout the Stadium and the Outside Areas hereunder, less Sales Taxes, gratuities, Service Charges paid out to Concessionaire's employees, Concessionaire employee meals, Cost F&B Services, credit card fees, Licensed Product Charges, amounts not received from bad debts associated with Catered

Events, and items sold at cost with the prior approval of Manager, including Cost F&B Services; "Gross Receipts" shall include the net amounts received by Concessionaire from third-party subcontractors, but not the amount of gross receipts generated by such subcontractors at the Stadium.

Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "infectious wastes," "pollutants" or words of similar import under any Environmental Law; and (c) any other chemical or other material or substance, exposure to which or use of which as of such date is prohibited, limited or regulated under any Environmental Law.

Home Game: shall mean those NFL games (preseason, regular season, or post-season, excluding any SuperBowl) played at the Stadium by the San Francisco 49ers professional football team (such San Francisco 49ers players not to constitute "replacement players" or similar players).

House Charges: shall have the meaning set forth in Section 3.1(c).

Hub for Next Generation Sports Entertainment Fund: shall have the meaning set forth in Section 5.1(g).

In Seat Delivery: shall mean the sale and delivery of Refreshments ordered via portable electronic application and delivered to the customer's seat or premium area.

In Seat Delivery Fees: shall mean any fees added to orders placed for In Seat Delivery apart from the prices of the individual Refreshments and any gratuity provided to the delivery person, as determined in the Manager's sole discretion.

In Seat Delivery Product Sales: shall mean the gross In Seat Delivery sales, less In Seat Delivery Fees, Sales Taxes, and any gratuity paid to the delivery person.

Industry Member: shall have the meaning set forth in Section 6.4(d).

Initial Capital Investment: shall have the meaning set forth in Section 5.1(e).

Innovation Fund: shall have the meaning set forth in Section 5.1(f).

Investment Use Fee: shall have the meaning set forth in Section 5.1(k).

IPTV: shall have the meaning set forth in Section 6.11(b).

Joint Operating Costs: shall mean, collectively, Concessionaire's (i) non-attributable costs incurred in connection with Concessionaire's operation of the Food and Beverage Services

at the Stadium and the Outside Areas in accordance with the terms of this Agreement, including, but not limited to, cost of office supplies, postage, computer software, network connections, information systems infrastructure, telephone service, accounting and reporting, mutually agreed upon background checks of employees and vendors, payroll costs, including reasonable fringe benefits, employee benefits, and training costs; (ii) costs incurred for pest control, trash removal, janitorial service, cleaning expenses, including, but not limited to, the cost of supplies that cannot be attributed to Authority Events or NFL Events; (iii) cost of Utility Services; (iv) the cost of uniforms if provided by Concessionaire; (v) cost of governmental charges, such as the cost of obtaining and maintaining all necessary or required licenses or permits; (vi) cost of Smallwares and Customer Surveys; (vii) items specifically identified elsewhere in this Agreement as a Joint Operating Cost; and (viii) any other costs actually and reasonably incurred by Concessionaire in connection with the Food and Beverage Services not directly attributable to an Authority Event or NFL Events, all as reported by Concessionaire to Manager on a monthly basis in substantially the form attached hereto as **Exhibit B** (as the same may be modified from time to time by mutual agreement).

Leasehold Improvements: shall mean all equipment, fixtures, finishes, cabinetry, and construction results that are included in the Food and Beverage Facilities and attached to the physical building structure by more than an electrical or gas connection and all necessary and adequate Utility Systems for the Food and Beverage Facilities.

Legal Requirements: shall mean any and all applicable present and future laws, statutes, ordinances, decisions, decrees, rulings, rules, codes, procedures, orders, regulations, permits, certificates, licenses, and any other requirements of any Governmental Authority including, but not limited to, the City of Santa Clara Worker Retention Ordinance and Minimum Wage Ordinance, any safety laws, health laws, Environmental Laws and laws regarding the rights of and obligations of the handicapped and disabled, including the Occupational Safety and Health Act and the Americans with Disabilities Act, each as amended from time to time.

Licensed Products: shall mean any products that Manager requires Concessionaire to sell or services Concessionaire is required to use and for which Concessionaire is required to pay a Licensed Products Charge. Only such products or services which Manager specifically requires shall qualify as Licensed Products. For the avoidance of doubt, Alcoholic Beverages shall not qualify as Licensed Products.

Licensed Products Charges: shall mean the royalty, franchise and/or license charges and advertising contributions and other similar charges actually paid by Concessionaire to the holder of any intellectual property rights (such as a trademark owner) in connection with the sale or use of any Licensed Products required by Manager.

Losses: shall have the meaning set forth in Section 7.1(a).

Manager: shall have the meaning set forth in the recitals to this Agreement.

Manager Assignee: shall have the meaning set forth in Section 8.2.

Manager's Share of Net Receipts: shall have the meaning set forth in Section 5.1(a).

Management Team: shall mean the management team employed by Concessionaire at the Stadium, which as of the Commencement Date is contemplated to include (but will not be limited to) a VP Hospitality, Director of Operations, Assistant Director of Operations – Concessions, Assistant Director of Operations – Premium, Director of HR, Staffing/Scheduling Manager, Controller, Accounting Manager, Executive Chef, Executive Sous Chef, Sous Chef – Premium, Sous Chef - Premium (seasonal), Sous Chef - Concessions (seasonal), Sous Chef – Concessions, Director of Purchasing, Two (2) Purchasing Managers, Director of Concessions, GM Concessions, Two (2) Sr. Concessions Managers, Two (2) Concessions Managers, Concessions Manager (seasonal), In Seat Service Manager (seasonal), GM Suites, Senior Suites Manager, Two (2) Suites Managers, Director of Corporate Sales, Two (2) Catering Managers, GM Clubs, Sr. Club Manager, Club Manager, Two (2) Club Managers (seasonal), E15 Manager, Beverage Manager. . The job description for each of the foregoing employees will be subject to Manager's approval, provided that the parties acknowledge that the scope of job responsibilities and titles may vary by mutual agreement from time to time.

Marketing Fund: shall have the meaning set forth in Section 3.1(x).

Mortgage: shall have the meaning set forth in Section 11.12.

Naming Rights Suite: shall mean the Suite designated by Manager from time to time as the "Naming Rights Suite".

Net Receipts: shall mean the total amount of Gross Receipts from NFL Events less StadCo Operating Costs, fifty-one percent (51%) of the Joint Operating Costs, the Annual Preference Payment, the Renewal and Replacement Amount for Gross Receipts from NFL Events, the Annual Management Fee, the Concessionaire Preference Payment, and the Investment Use Fee.

NFL: shall mean the National Football League.

Office Equipment: shall mean all office furnishings, equipment and other personal property, including all computers, software, security equipment, fax machines and copiers, that are necessary or desirable to enable Concessionaire to fulfill its obligations under this Agreement.

Outside Areas: shall mean those areas surrounding the Stadium, including plazas, parking lots and Stadium grounds, shown on **Exhibit C**, excepting Excluded Areas.

Owners Club: shall mean the Club Area identified as the "Owners Club" in the Architectural Drawings.

Owners Suites: shall mean those Suites identified as the "Owners Suites" in the Architectural Drawings.

Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

Point of Sale Devices: means the specific technological devices used to receive payment for Food and Beverage Services as provided by Manager for use by Concessionaire throughout the Term; it being understood that such devices may include, without limitation, computerized cash registers, credit/debit card swipe terminals and tags, hand held wireless transponders, radio frequency identification devices and any other type of device (current or future) that can track and store sale data at a point of sale.

Portables: shall mean any portable concession stands and bars, carts and kiosks used for the Food and Beverage Services, as applicable.

Premium Concessions Services: shall have the meaning set forth in Section 3.1(e).

Refresh Investment: shall have the meaning set forth in Section 5.1(h).

Refreshments: shall mean all food and Alcoholic and non-Alcoholic Beverage products, including meals, snacks, confections, candies and all other food and beverage products.

Renewal and Replacement Account: shall have the meaning set forth in Section 5.1(l).

Renewal and Replacement Amount: shall mean, on an annual basis during each Fiscal Year of the Term, two percent (2%) of Gross Receipts from both NFL Events and Authority Events, to fund periodic repairs and replacements of Equipment and Smallwares and other ongoing improvements of the Food and Beverage Services at the Stadium, as determined by Manager.

Sales Taxes: shall mean any and all taxes assessed based on the sales price of Refreshments or services rendered hereunder (other than any income or franchise taxes), whether assessed against the customer and collected by Concessionaire for the government or otherwise, including but not limited to any and all value added taxes that may be assessed hereafter.

Service Areas: shall mean the Common Areas in which Food and Beverage Services are provided to customers in accordance with this Agreement, including the Suites, Club Areas, lounges, bars and areas in which Catered Events are held, but excluding the Excluded Areas.

Service Charges: shall mean the amounts charged for Catered Events and the sale of Refreshments in the Suites or Club Areas or in other areas where such charges are deemed to be commercially reasonable by Concessionaire and Manager; provided, that any such charges that are greater than twenty-one percent (21%) of the amount of the invoice or the amount of the sale shall require Manager approval. Such charges shall be included in Gross Receipts and subject to Authority Commissions, except as paid out to Concessionaire's employees. The parties acknowledge and agree that a percentage of such charges shall be paid out to Concessionaire's employees in accordance with any applicable collective bargaining agreement or Legal Requirements, and as mutually agreed upon by the parties.

Smallwares: shall mean the kitchen tools of the trade, table top appliances, and chafing dishes, serveware, portable fixtures, utensils, pots, pans, crockery, glassware, dishware, linens, display carts, table skirting, cutlery and recycling and composting containers used or reasonably necessary for use in providing the Food and Beverage Services under this Agreement.

StadCo: shall have the meaning set forth in the recitals to this Agreement.

StadCo Operating Costs: shall mean, collectively, Concessionaire's costs directly attributable to NFL Events, including (i) cost of goods sold at NFL Events (less any discount/rebate received by Concessionaire); (ii) labor costs incurred in connection with Concessionaire's operation of the Food and Beverage Services at the Stadium and the Outside Areas at NFL Events in accordance with the terms of this Agreement, including, but not limited to, payroll taxes, and employee parking and shuttle costs; (iii) uncollectible amounts at NFL Events from the Food and Beverage Services, including, but not limited to, uncollectibles from credit/debit card activity, provided that such amounts shall not exceed .35% of revenues from such event; (iv) the laundering of uniforms for NFL Events; (v) equipment rentals for NFL Events; (vi) cost of pest control, trash removal, janitorial service, cleaning expenses, including, but not limited to, the cost of supplies, that can be attributed to NFL Events; (vii) cost of new uniforms if Manager requests changes to the uniforms as a result of a Stadium naming rights change during the first eight (8) Fiscal Years; (viii) items specifically identified elsewhere in this Agreement as a StadCo Operating Cost; (ix) insurance costs incurred by Concessionaire in connection with providing the insurance required pursuant to this Agreement that can be attributed to NFL Events; and (x) any other costs actually and reasonably incurred by Concessionaire in connection with the Food and Beverage Services directly attributable to NFL Events, all as reported by Concessionaire to Manager on a monthly basis in substantially the form attached hereto as **Exhibit B** (as the same may be modified from time to time by mutual agreement). The Parties acknowledge and agree that costs from Cost F&B Services requested by StadCo or Team or in connection with NFL Events shall not be included as a StadCo Operating Cost.

StadCo Suite(s): shall mean Suites designated by Manager from time to time as Suites to be used for marketing, promotional or other internal purposes by StadCo and its Affiliates, including any unsold Suite(s) utilized for such purposes. The Food and Beverage Services to be provided to one such StadCo Suite shall be provided on a complimentary basis. Any other StadCo Suite(s) shall be charged at cost.

Stadium: shall have the meaning set forth in the recitals to this Agreement.

Stadium Lease: shall have the meaning set forth in the recitals to this Agreement.

Stadium Management Agreement: shall have the meaning set forth in the recitals to this Agreement.

Stadium Rights: shall mean all intellectual, industrial and other proprietary rights in and to (1) the design, structure or image of the Stadium or any entertainment facility therein; (2) Events held at the Stadium, including the right to copy, reproduce or otherwise utilize the same, and the copyrights and trademarks related thereto; and (3) the naming, sponsorship or other rights for the Stadium, the Team, or Events.

Stadium Safety and Security Plan: shall mean the Public Safety Plan for the Stadium, as defined in the Stadium Lease.

Suites: shall mean the private viewing boxes located in the Stadium and identified as "Suites" in the Architectural Drawings.

Team: shall have the meaning set forth in the recitals to this Agreement.

Team Suites: shall mean the Suites designated by Manager from time to time as the "Home Team Owners' Suite", the "Visiting Team Owners' Suite" and the Suites utilized by Team employees and their guests, Team sponsors and prospective sponsors, and as reasonably designated by Manager on behalf of Team.

Term: shall have the meaning set forth in Section 3.3.

Third Party Caterer: shall have the meaning set forth in Section 3.1(e).

Transitional Expenses: shall have the meaning set forth in Section 2.3(d).

Transitional Period: shall have the meaning set forth in Section 2.3.

Trophy Club(s): shall mean the Club Area(s) identified as the "Trophy Club(s)" in the Architectural Drawings.

Trophy Suites: shall mean the Suites identified as the "Trophy Suites" in the Architectural Drawings.

Utility Systems: Any water, sewage (including but not limited to all permit fees and tap fees), gas, plumbing and general lighting, electrical service, sprinkler and fire safety, telephone and telecommunication and security facilities (including telephone and telecommunications equipment), piping (including storm and waste drains and all lines, drops and heads for sprinklers), ductwork, grease extraction ductwork, conduit, wiring (including all electrical panel boards and transformers), outlets and connections and mechanicals (as applicable); heating, ventilating, and air conditioning equipment, ductwork, fans and electrical components; all applicable elevators and escalators; all Alcoholic Beverage and non-Alcoholic Beverage conduit; and all chases and drains, and electrical lines related thereto.

Utility Services: shall mean water, gas and electricity services directly related to Food and Beverage Services. As used herein, water shall mean water fit for human consumption and in compliance with all applicable laws, rules, regulations and orders.

Waste Reduction and Recycling Plan: shall have the meaning set forth in Section 6.8(b).

West Legacy Club: shall mean the Club Area identified as the "West Legacy Club" in the Architectural Drawings.

ARTICLE II

Leasehold Improvements; Transitional Services

2.1 Manager's Responsibilities.

(a) On or before the Commencement Date and throughout the Term, the Stadium, including all Food and Beverage Facilities and all Service Areas and the Leasehold Improvements therein, shall have been made ready for use, substantially as described in the Architectural Drawings and related construction specifications, with such changes or amendments thereto as the Authority, Manager and their respective Affiliates shall deem necessary or advisable.

(b) On or before the Commencement Date, any additional inventory of Equipment and Smallwares shall have been purchased and installed at the Stadium so that such Equipment and Smallwares will be available for their intended use by Concessionaire on the Commencement Date. Concessionaire agrees to advise and participate in the selection of the Equipment and Smallwares above and beyond the current inventory at the Stadium.

(c) Manager agrees and acknowledges that it will provide or cause to be provided, during the Term, designated office and storage space within the Stadium for use by Concessionaire, with such initial space being depicted in **Exhibit D** to this Agreement. The location of such office and storage space shall be in the sole discretion of Manager, and Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary. Should Manager exercise its right under this Section 2.1(c), Manager shall find suitable substitute alternate space for the office and storage space then occupied by Concessionaire. Concessionaire shall be responsible for dismantling Office Equipment and storage equipment, packing, carting, unpacking, re-assembly and all similar aspects of any move, with oversight and reasonable assistance from Manager.

2.2 Concessionaire's Responsibilities.

(a) On an ongoing basis during the Term, as requested by Manager, Concessionaire shall, and shall cause its consultants, architects and other advisors to, regularly consult, actively participate with, and assist the Authority, Manager and their respective Affiliates, architects, consultants and other advisors with respect to updating the design, construction and equipping of the Food and Beverage Facilities and other alterations to the Stadium developed from time to time after the Effective Date, including by participating in Stadium construction and improvement design reviews and related work streams.

(b) Subject to the terms of this Agreement, Concessionaire shall pay for all costs and expenses necessary to fulfill its obligations under this Agreement. Prior to the Commencement Date, Concessionaire and Manager shall determine any updates or changes necessary to the uniforms, Office Equipment and warehouse and transportation

equipment as required to perform the Food and Beverage Services pursuant to this Agreement, and Concessionaire shall be responsible for providing such mutually-approved uniforms, Office Equipment, and warehouse and transportation equipment, the cost of which shall be a Joint Operating Cost.

2.3 Concessionaire's Transitional Services.

During the period from the Effective Date through the Commencement Date (the “**Transitional Period**”), in order to facilitate a proper and orderly transition of the Food and Beverage Services at the Stadium to Concessionaire, Concessionaire shall perform the following services (collectively, the “**Transitional Services**”):

(a) **Active Consultation.** Concessionaire shall, and shall cause its consultants, architects and other advisors to, actively participate and consult with Manager with respect to updates and changes to the design, construction, and equipping of the Stadium, including by participating in Stadium improvement design reviews and related work streams; attend all conferences (in person or by telephone) and teleconferences as requested by Manager; assist with and comment on (but not produce) criteria, studies, analyses, reports, comments, drawings and other documents as requested by Manager; resolve any problems that may arise concerning Concessionaire’s responsibilities and work, provide clarifying details as required by Manager; and make recommendations regarding changes or updates to the design and location of areas of the Stadium for which services will be provided by Concessionaire under this Agreement. When necessary, and to the extent requested by Manager, Concessionaire shall consult with public agencies and other organizations. Concessionaire shall attend all Stadium design, development, interface and coordination meetings which may be required by the City or other governmental entities and their departments to review matters related to the Stadium, promote the mutual understanding of the work in progress, and expedite the completion of the work.

(b) **Operating Standard.** Concessionaire shall: (i) take all actions reasonably necessary to cause the Food and Beverage Services at the Stadium to be ready by the Commencement Date in accordance with such standards, policies, and programs as the Authority and StadCo may, in their sole discretion, choose to implement, including standards and policies applicable to all phases of operation and programs such as purchasing programs, sales, marketing and promotion programs, accounting programs and methods, and quality improvement programs; and (ii) comply with all rules, regulations and policies implemented, from time to time, by the NFL, related to use or operation of the Stadium, that is consistent with practices of Manager, StadCo, and the Authority.

(c) **Personnel.** Concessionaire shall perform the following responsibilities to allow the Concessionaire to satisfy its obligations hereunder:

(i) identify a Management Team and such other Concessions personnel as are necessary or advisable for the proper staffing of the Food and

Beverage Services prior to the Commencement Date in accordance with the terms and conditions of this Agreement;

(ii) obtain the prior, written consent of Manager for any and all changes to the Management Team; and, within fifteen (15) business days of the removal of a Management Team member, provide Manager with the resume of a qualified, proposed replacement, the appointment of which Manager may in its sole discretion, reject; and

(iii) if requested by Manager, arrange for other personnel with stadium experience to assist with the transition of the Food and Beverage Services at the Stadium to Concessionaire.

(d) ***Expense Reporting.*** Concessionaire shall submit a report to StadCo detailing all costs and expenses actually incurred by Concessionaire in the fulfillment of its obligations under this Section 2.3 (collectively, "**Transitional Expenses**") that are categorized as an Authority Operating Cost, a StadCo Operating Cost, or a Joint Operating Cost. Such report shall be in a form to be agreed between StadCo and Concessionaire.

(e) ***Initial Inventory; Equipment.*** Concessionaire shall cooperate with Manager to prepare an inventory of Equipment (including Portables) and Smallwares located in the Stadium, and will, as requested by Manager, develop a plan for any updates or changes thereto within sixty (60) days of the Effective Date. In addition, Concessionaire shall, as and to the extent requested by Manager, assist Manager in the acquisition of the new or updated inventory of Equipment and Smallwares, which will allow for the full operation of the Stadium by the Commencement Date. New or updated Portables, Smallwares, Point of Sale Devices, and menu boards may be purchased as required, utilizing the Renewal and Replacement Account, for the efficient performance of the Food and Beverage Services, as determined by Manager or as determined by Concessionaire and approved in writing by Manager.

(f) ***Licenses and Permits.*** Concessionaire shall apply for and procure (in the name of the party designated by Manager, unless otherwise required by the applicable governmental authority) prior to the Commencement Date all licenses and permits for providing Food and Beverage Services as required by the Santa Clara County Health Department, other governing agencies, and/or at the request of Manager. The cost to apply for and procure the licenses and permits shall be a Joint Operating Cost notwithstanding the fact that the cost is incurred during the Transitional Period.

(g) ***Computer Services.*** To the extent that any of the computer services required to be provided under this Agreement are needed to be implemented, installed and/or tested during the Transitional Period to accommodate the timely and orderly transition of the Food and Beverage Services at the Stadium, Concessionaire will, as and to the extent requested by Manager, provide such services not less than thirty (30) days prior to the Commencement Date.

(h) **Initial Budget.** Within ninety (90) days of the Effective Date, Concessionaire shall prepare and deliver to the Manager for review, a proposed operating plan and budget for Concessionaire's initial Fiscal Year, including financial and operational goals for the Branded Products, Catered Events, Club Areas, All-Inclusive areas, General Concessions Sales, In Seat Delivery, Suites and vending machines market segments, service fees, commissions, and itemized tactics directed at meeting each such goal.

(i) **Development of Unique Food and Beverage Services.** Concessionaire shall use its best efforts to develop (in cooperation with Manager and such other designees and consultants for Manager that may be engaged in their discretion, including third-party chefs and food and beverage product providers) unique Stadium-specific food and beverage offerings and Food and Beverage Services concepts (collectively, "**Proprietary Stadium Concepts**"). All Proprietary Stadium Concepts shall be sufficiently documented by Concessionaire in such detail (descriptive and graphical) as shall be satisfactory to Manager, with copies filed with Manager. To the extent the Proprietary Stadium Concepts incorporate a design or slogan developed specifically for Manager or any Proprietary Stadium Concept that is unique to the Stadium, Concessionaire shall not use such design or slogan, or recreate such Proprietary Stadium Concept, for use in any other venue managed by Concessionaire. By way of example, if Concessionaire develops a speciality hot dog product called a "Faithful Frank," which such speciality hot dog contains an ingredient not typically associated with hot dogs, Concessionaire shall not recreate such speciality hot dog or use the term "Faithful Frank" in any other venue managed by Concessionaire. Notwithstanding the foregoing, nothing herein shall limit Concessionaire's right to (x) serve hot dog products at other venues or (y) serve a substantially similar speciality hot dog if (and only if) such specialty product is being reproduced, in whole or in part, legally by other similar food and beverage providers (wherever located), *provided* in no event shall Concessionaire serve a substantially similar specialty hot dog in the northern California during the Term, unless authorized by Manager. Subject to the foregoing sentence, Concessionaire hereby grants to each of the Authority and StadCo an exclusive, perpetual, transferable, sub-licensable, royalty-free and fully-paid up license to utilize, implement, copy or reproduce the Proprietary Stadium Concepts, create derivative works based on the Proprietary Stadium Concepts ("**Derivative Concepts**"), utilize and implement the Derivative Concepts, and incorporate the Proprietary Stadium Concepts and Derivative Concepts into one or more collective new concepts and reproduce the Proprietary Stadium Concepts and Derivative Concepts as incorporated into such collective concepts, in their sole discretion. The Authority, StadCo and Concessionaire further acknowledge and agree that their respective obligations set forth in the immediately preceding sentence shall survive the termination of this Agreement.

2.4 **Transitional Payments; Audit Rights.**

(a) **Payment of Transitional Expenses.** Except as provided herein, Concessionaire shall be responsible for all of its expenses and related costs necessary and advisable for Concessionaire to fulfill its obligations under Section 2.3 of this Agreement during the Transitional Period, as detailed in **Exhibit L** to this Agreement.

(b) **Audit Rights.** Manager shall, at any time prior to the Commencement Date and during the six (6) months following the Commencement Date, have the right upon reasonable prior written notice to Concessionaire, for the purpose of verifying Transitional Period expenses, to audit and verify all books and records of Concessionaire pertaining to Transitional Period expenses that are categorized as Authority Operating Costs, StadCo Operating Costs, and Joint Operating Costs. Any audit and verification pursuant to this Section shall be conducted in such a fashion as to interfere as little as reasonably practicable with Concessionaire's normal business operations and during normal business hours. Concessionaire shall cooperate with Manager and its auditors in connection with such audit and shall promptly make available to Manager and its auditors any and all information relating to the Stadium that they may reasonably request in connection with such audit.

ARTICLE III

Grant of Operating Rights and Obligations; Term

3.1 **Scope of Operating Rights and Obligations; Reservation of Rights.**

(a) Subject to the terms of this Agreement, Manager hereby, on behalf of the Authority and StadCo, grants Concessionaire the exclusive rights to provide, and Concessionaire hereby agrees to provide, the Food and Beverage Services in the Stadium and throughout the Outside Areas for all Events and Catered Events held at the Stadium during the Term at the levels of service identified in **Exhibit F**; and Concessionaire acknowledges that such agreement includes the requirement that, on or before the Commencement Date, Concessionaire shall have procured and secured all personnel, Refreshments, and any additional Smallwares and Equipment necessary to provide Food and Beverage Services in the Stadium and, as applicable, throughout the Outside Areas for an Event and/or Catered Event(s) occurring on the Commencement Date in a first-class manner. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the grant to Concessionaire shall not (i) include any right to provide Food and Beverage Services in any Excluded Area, unless otherwise requested by the Manager or, with the consent of Manager, authorized promoters of Events or licensees or lessees of the Stadium; (ii) preclude the Authority, Manager, any of their respective Affiliates or, with the consent of Manager, other licensees or lessees of the Stadium or their sponsors from providing, from time to time, reasonably-sized free samples of Refreshments; (iii) include the right to receive any membership dues or other similar payments collected at the Stadium in respect of Club Areas, Suites, or any other services or activities; (iv) preclude or inhibit Manager from ordering Refreshments to any location in the Stadium or Outside Areas from any Third Party Caterer (as defined below), including the sale of such Refreshments to guests within such area by Manager or such Third Party Caterer at any time; and (v) preclude or inhibit, in any manner, Manager's exercise of its rights under this Section 3.1.

(b) Concessionaire shall provide a mutually agreed Event-day meal service to those employees and contractors of Concessionaire, the Authority, Manager and any of their respective Affiliates engaged in work at the Stadium (the "**Employee Meal**

Program”) in a location(s) as mutually agreed upon by the parties. The Employee Meal Program shall consist of entrées and sides, which shall be prepared in an economical and efficient manner consistent with the reasonable expectations of Manager. Concessionaire shall charge the employees and contractors the fixed per-customer price for the Employee Meal Program of the cost of such meal, as mutually agreed upon the Concessionaire and Manager. In addition, Concessionaire shall provide officers and executives of Manager and any of its Affiliates Refreshments and any services in respect of a Catered Event requested by any of them at cost and shall provide Refreshments and any services in respect of a Catered Event for Team partners or sponsors at a mutually agreed upon discounted rate, and the amount of such discount will be excluded from Gross Receipts. All charges for the Employee Meal Program and Refreshments under this Section 3.1(b) shall be payable by the applicable employees and contractors by an agreed upon unique identifier (with payment assurance reasonably acceptable to Concessionaire), cash or credit card (or by such other method of payment that is then commonly accepted for any retail sale), and not the Authority, StadCo, Manager or any of their respective Affiliates (unless they elect to pay for their employees or contractors or other designated Persons). Concessionaire’s charges for a Catered Event that was requested by Authority, StadCo, Manager or any of their respective Affiliates shall be invoiced to the requesting Person within two (2) days following such Catered Event; any such invoice shall set forth in reasonable detail all food and beverage items provided and the costs of each, including labor, and such invoice shall be paid within thirty (30) days of receipt. Except as may otherwise be approved by Manager, Concessionaire shall not sell Refreshments to Manager’s Event-day employees or contractors at a concession stand or public outlet during any time that the Stadium is open to the general public.

(c) Concessionaire shall provide Food and Beverage Services: (i) in the Team Suites and StadCo Suite(s), (ii) for members of the media on Event days in media areas and media dining areas selected by Manager, and (iii) to the Authority, Manager, and their respective Affiliates at meetings, events and functions conducted by any of them at the Stadium. Except as otherwise provided in the definition of StadCo Suite(s) above, the Food and Beverage Services to be provided in each case under clauses (i) through (iii) shall be charged at cost. Such Food and Beverage Services shall be provided as requested by the Authority, Manager or their respective Affiliates, as the case may be, and shall be billed to (A) Manager, in the case of the Team Suites and StadCo Suite(s) and the media on the date of the Team’s game following such Event, and (B) the applicable party (the Authority, Manager or the applicable Affiliate of either) conducting the meeting, event or function under clause (iii) above. All revenues received by Concessionaire pursuant to this Section 3.1(c) shall be deemed “**House Charges**” for purposes of this Agreement and shall not be included in Gross Receipts or charged separately to StadCo Operating Costs, Authority Operating Costs, or Joint Operating Costs. Manager and Concessionaire shall jointly develop a system to ensure the correct accounting for such House Charges. House Charges shall be payable to Concessionaire by the applicable Person to whom they are billed as indicated above, within thirty (30) days after billing. Concessionaire shall not offer any discounts (other than those reflected in House Charges or as part of the Discounts) to customers at the Stadium without the prior written approval of Manager.

(d) Concessionaire shall provide Food and Beverage Services in the Owners Club, West Legacy Club, East Legacy Club, and in such other areas as Manager may designate from time to time in its sole discretion (collectively, when used on an all-inclusive basis, the “**All-Inclusive F&B Service Areas**”), on an “all-inclusive” basis for designated NFL and/or Authority Events (the “**All-Inclusive F&B Services**”). Concessionaire shall, with input from and the approval of Manager, develop the menus and determine the product selection (but not Brand selection with respect to Alcoholic Beverages) and service setup for such all-inclusive services. Concessionaire and Manager shall mutually agree on the price per person for all-inclusive services at All-Inclusive F&B Service Areas operated by Concessionaire; provided, that such pricing shall be sufficient to cover Concessionaire’s reasonable, direct costs of providing Food and Beverage Services to the All-Inclusive F&B Service Areas and the pricing for such All-Inclusive F&B Services shall include a profit-margin substantially similar to Concessionaire’s profit-margin for the other Food and Beverage Services provided by Concessionaire at the Stadium. A separate invoice shall be rendered for such all-inclusive services after each Event, which invoice shall include such back-up cost documentation as Manager may reasonably request. Manager may elect to exclude certain Refreshments (such as Alcoholic Beverages) from the all-inclusive services, in which event Concessionaire shall provide for direct payment by customers, by cash, credit card or an agreed upon unique identifier (with payment assurance reasonably acceptable to Concessionaire), for those Refreshments specifically excluded from the all-inclusive services. Incremental revenues from all sales of Refreshments in All-Inclusive F&B Service Areas, and all revenues from sales of excluded items, shall be included in Gross Receipts. For All-Inclusive F&B Service Areas, the Employee Meal Program, House Charges, and any other “at cost” Food and Beverage Services to be provided by Concessionaire hereunder (collectively, “**Cost F&B Services**”), Concessionaire shall provide for Manager’s approval, in advance of the designated Event, a proposed menu for such Cost F&B Services, detailing the specific items to be served, portion size, type and quality of product, type and level of service and Concessionaire’s price for such items. The parties shall agree on the method of calculation for Concessionaire’s price and reimbursement of the foregoing menu items prior to the start of each NFL season; provided, that such pricing shall be sufficient to at least cover Concessionaire’s reasonable, direct cost. The parties agree and acknowledge Cost F&B Services shall not be included in Gross Receipts or subject to commissions. For purposes of illustration and clarification of the foregoing, Concessionaire’s pricing of Cost F&B Services shall be calculated based on (i) the actual costs of goods sold, (ii) Concessionaire's direct on-site hourly payroll expenses, including taxes, fringe and benefits, relating to the employees providing the Cost F&B Services, (iii) a mutually agreed upon reasonable allocation of the direct on-site salaried payroll expenses for the Management Team, including taxes, fringe and benefits, to the extent directly relating to the provision of Cost F&B Services; (iv) other direct costs of providing Cost F&B Services, such as the cost of linens, napkins, flowers and other decorative items, cleaning supplies, utilities and equipment rental utilized in the provision of such Cost F&B Services. Concessionaire's pricing of Cost F&B Services shall not include any of Concessionaire's insurance costs, selling, advertising or marketing costs, depreciation or amortization or Concessionaire's general and administrative expenses. Manager shall have the right to add or change items to be

sold in Concessionaire's providing Cost F&B Services, and Concessionaire shall use commercially reasonable efforts to accommodate such additions and changes. The parties shall work in good faith to establish a written schedule and process for prior approval of the pricing of Cost F&B Services which will permit Concessionaire to operate in a commercially reasonable manner. Upon approval of Manager, including with respect to the allocation of the salaried payroll expenses for the Management Team as described in clause (iii) above, which approval shall not be unreasonably withheld, conditioned or delayed, the proposed pricing of Cost F&B Services shall be the basis for all the amounts that are billed by Concessionaire to Manager or other applicable person or entity, and Concessionaire shall provide Manager with detailed reporting of all Cost F&B Services on a monthly basis in substantially the form attached hereto as **Exhibit K** (as the same may be modified from time to time by Manager). Following each NFL season, the parties will meet and confer on the particulars of the Food and Beverage Services, including the Cost F&B Services, and shall discuss in good faith whether any adjustment in the amount paid by Manager in the menu or service provided by Concessionaire in each area is warranted for the following NFL season.

(e) Concessionaire shall, at the request of Manager and with respect to any Event or Catered Event, establish and maintain premium Food and Beverage Services ("**Premium Concessions Services**") in one or more of the Club Areas and in such other areas of the Stadium as may be designated by Manager from time to time. In connection with the provision of Premium Concessions Services, Concessionaire shall take all actions necessary to train its personnel, create menus and provide such other services as may be necessary or useful in connection therewith, including the development and ongoing operation of the Celebrity Chef Program described in Section 3.1(k). Concessionaire may be reasonably required by Manager to, or may elect to with the consent of Manager, utilize the services of a third-party catering service approved or designated from time to time by Manager ("**Third Party Caterer**") in connection with providing Premium Concessions Services; provided, that, in the event Manager requires Concessionaire to utilize a Third Party Caterer, Concessionaire shall not be held liable for the acts or omissions of such Third Party Caterer, except as such acts or omissions occur under the direction or supervision of Concessionaire. Manager may book Catered Events itself or through other Persons and may utilize (or cause to be utilized) the services of Concessionaire, Third Party Caterer, either or both of them, or any other service provider for such Catered Events or other Events at the Stadium. As necessary under the agreement for any such Event or Catered Event, Concessionaire shall provide, by renting from a third party (which rental costs may be passed on to customers), all Smallwares (not otherwise provided pursuant to this Agreement) and other supplies and equipment reasonably necessary to provide Food and Beverage Services at each such Event or Catered Event, any costs of which shall be an Authority Operating Cost or StadCo Operating Cost, as appropriate. Concessionaire shall be entitled to receive from each customer holding an Event or Catered Event fees for Food and Beverage Services provided by Concessionaire based upon a pricing schedule agreed upon by Manager and Concessionaire, which fees shall be included in Gross Receipts for purposes of this Agreement if not in connection with Cost F&B Services. All other amounts payable by the customer with respect to the Event or Catered Event to the Third Party Caterer or Manager directly, including any facility use fee, shall be determined by and payable

exclusively to Manager, Third Party Caterer, and/or approved third-party, as determined by Manager, and shall not be included in Gross Receipts.

(f) After the Commencement Date, Concessionaire shall, on an annual basis on or before February 1 present to Manager a program containing a specific proposal for financial and operational goals for the Branded Products, Licensed Products, Catered Events, Club Areas, General Concessions Sales, In Seat Delivery, Suites and vending machines segments, and such other segments as Manager may from time to time identify and designate, as well as itemized tactics directed at meeting each goal identified within a one-year period from the date designated by Manager under this Section 3.1(f). While the parties shall negotiate in good faith in establishing agreed-upon pricing for each market segment, Manager shall have the ultimate right of approval or disapproval of each and every pricing term.

(g) Concessionaire shall provide the Food and Beverage Services in a professional, first class and innovative manner and in accordance with (i) the terms of this Agreement, (ii) all applicable Legal Requirements, (iii) all standards implemented, from time to time, by Manager relating to health, safety, quality and operating issues (subject to Section 6.2 with respect to employment matters), and (iv) all rules, regulations and policies implemented, from time to time, by the NFL, related to use or operation of the Stadium, and Concessionaire acknowledges that, without limiting any other provision of this Agreement, the foregoing requirement is a "material obligation" for purposes of Section 9.1. All Refreshments served in connection with any Food and Beverage Services shall be of premium quality and freshness and shall be prepared, stored and served in a healthful and gracious manner, with due regard for providing a premium level of service. Concessionaire shall use commercially reasonable efforts in locally sourcing all Refreshments and products utilized in connection with any Food and Beverage Services.

(h) Concessionaire's performance shall be subject to review by Manager based on various forms, including surveys and customer feedback which measure the customers' satisfaction with the quality of the Refreshments and Food and Beverage Services provided at the Stadium ("**Concessionaire Surveys**"). The cost of such Concessionaire Surveys shall be a Joint Operating Cost. The content, implementation, timing, location, data gathering methodology and other terms and procedures of such Concessionaire Surveys shall be mutually agreed upon by the parties each Fiscal Year. Concessionaire and Manager shall review the Customer Surveys on an annual basis to determine whether performance level requirements mutually agreed upon by the parties have been met by Concessionaire during the previous Fiscal Year. The hard and soft copies and results of all Concessionaire Surveys shall be the property of Manager and shall be promptly surrendered to Manager upon request.

(i) All Food and Beverage Services shall be conducted from the Food and Beverage Facilities and in a manner which is consistent with the Stadium Lease and Stadium Management Agreement. In connection therewith, Concessionaire acknowledges that the use of the Stadium and Outside Areas are subject to the terms and conditions of, and Concessionaire agrees to conduct all Food and Beverage Services in

accordance with, the Stadium Lease, Stadium Management Agreement and any other applicable agreements, but only to the extent Concessionaire has been notified of the applicable provisions of such agreements.

(j) Concessionaire shall, at all times, abide by the Alcoholic Beverage Policy. The decision as to whether or not Alcoholic Beverages may be sold at an Event, at any time during the conduct of an Event, or in any particular area or areas of the Stadium shall be at the sole discretion of Manager or Manager's designee for a particular Event. Chewing gum and tobacco products, except those products sold with Manager's approval as part of a themed smoking area such as a "cigar bar", may not be sold by Concessionaire in the Stadium or Outside Areas, and Manager reserves the right during the Term to specify other products and services which may not be sold by Concessionaire and agrees to provide notice to Concessionaire of any such prohibition.

(k) Manager, and any Affiliate thereof, may from time to time during the Term, require Concessionaire to engage a chef and/or other cooking and food products and beverage personnel (each designated Person, for purposes of this Agreement, a "Celebrity Chef") designated by Manager to prepare meals or provide Refreshments (including Alcoholic Beverages) in the Owners Club or other Club Area (e.g., as part of a special culinary or beverage experience program; each, a "Celebrity Chef Program"). The Celebrity Chef Program shall be designed as a marketing and amenity program to deliver signature dishes of the Celebrity Chef's making and/or wine or other specialty beverages, as the case may be, to patrons in the designated areas. The costs of such Celebrity Chef and other personnel shall be an Authority Operating Cost if Concessionaire agrees to engage such Celebrity Chef for Authority Events or a StadCo Operating Cost if such Celebrity Chef is engaged for NFL Events, unless Manager elects to pay such costs directly, and Concessionaire shall provide kitchen facilities, implements, support personnel, and ingredients as required by Manager to facilitate said Celebrity Chef Program and such other related services. Concessionaire shall be entitled to receive fees for Food and Beverage Services provided by Concessionaire in the designated area during a Celebrity Chef Program based upon a pricing schedule agreed upon by Manager and Concessionaire, which fees shall be included in Gross Receipts for purposes of this Agreement if not in connection with Cost F&B Services. All other amounts payable by the customer/patrons with respect to the Celebrity Chef Program, including any facility use fee, shall be determined by and payable exclusively to Manager, Celebrity Chef, and/or approved third-party, as determined by Manager.

(l) Manager expressly reserves the right to reasonably require Concessionaire to modify its Food and Beverage Services (including the normal selection of and pricing for Refreshments) on an Event by Event (and Catered Event) basis or during an Event or Catered Event, and Concessionaire shall make such modifications as reasonably requested.

(m) Concessionaire shall provide to Manager, prior to every Event for Manager's approval, its proposed plan for In Seat Delivery based upon data specific to such event. Concessionaire and Manager shall meet prior to each event at which In Seat Delivery is available to discuss Concessionaire's proposed plan, provided that Manager

shall direct Concessionaire with respect to appropriate staffing levels for In Seat Delivery Sales for NFL Events and Non-NFL Events.

(n) Concessionaire shall use exclusively permanent Smallwares in the Owners Club and, to the extent reasonably practicable, in other Club Areas and Suites designated by Manager from time to time where private dining areas may be established, including, without limitation, the Team Suites, StadCo Suite(s), Naming Rights Suite and, unless specified by Manager, for all Catered Events. Concessionaire may use disposable Smallwares in the general concession areas and in all other Suites and Club Areas. All Smallwares (permanent and disposable) must be approved by Manager, and Manager may require higher quality items in certain areas. All disposable items shall meet the intent and policy of the Stadium recycling, sustainability and composting program. All items not considered permanent Smallwares will be recyclable or compostable items. Concessionaire shall provide and at all times maintain a sufficient stock of all Smallwares inventory. Concessionaire shall be responsible for setting up and tearing down Smallwares and Equipment for all Events and Catered Events, including any work tables supplied or requested by Manager.

(o) Concessionaire shall be responsible for all Food and Beverage Services operating costs, including, but not limited to: (i) the costs of Refreshment items and staffing, including all managerial and Event staff (which shall be Authority Operating Costs or StadCo Operating Costs); (ii) items used in preparation and service of food and beverages, replenishing the supply of uniforms, payment of applicable taxes not included in Sales Taxes, and the training of Concessionaire's employees (which shall be Joint Operating Costs; and (iii) replenishing the supply of Smallwares, the maintenance and repair of Equipment as described herein (which may utilize the Renewal & Replacement Account or allocated as a Joint Operating Costs, as determined by Manager in its sole discretion). As described in greater detail in Section 6.8, Concessionaire agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

(p) Without limiting the generality of any other provision in this Agreement, Concessionaire's provision of the Food and Beverage Services shall be subject to the reasonable prior approval of Manager acting in conjunction with Concessionaire, including but not limited to staffing, number of Service Areas, menu portions, pricing, food and non-alcoholic beverage products sources of supply and brand selection, manner of Concessionaire's performance, selection of subcontractors and Concessionaire's execution of any contract or agreement with a subcontractor. Concessionaire shall not offer exclusivity to any supplier without the prior written approval of Manager. Each and every subcontractor utilized by Concessionaire in connection with the Food and Beverage Services at the Stadium shall be subject to the prior approval of Manager in writing.

(q) In order for Concessionaire to provide Manager with high quality Refreshments and in order for Concessionaire to maintain the high standards of operations that it requires, Concessionaire shall purchase inventory, equipment, and services from various sellers and vendors selected by Concessionaire (each, a "**Vendor**"), subject to Manager's prior approval through the Budget approval or other written

approval. Purchases from Vendors shall be made under such terms Concessionaire deems acceptable (“**Vendor Terms**”). The parties agree that if Concessionaire uses its usual Vendor programs, then the rebates that Concessionaire receives as part of such programs will be allocated to the applicable operations based on Concessionaire’s allocation percentages, which is a percentage of food cost of goods purchased in Concessionaire’s usual purchasing programs. Concessionaire covenants that the Vendor Terms will not: (i) impair the quality of the Refreshments served by Concessionaire (as compared to comparable items served at other similar venues in which Concessionaire or its affiliates provides food and beverage service), or (ii) increase the costs for such items (as compared to the Concessionaire’s pricing for comparable items of similar size served at other similar venues in which Concessionaire or its affiliates provides food and beverage service). The foregoing shall be in accordance with any applicable federal, state, or local statute, law, code, regulation, or ordinance, including without limitation those pertaining to Alcoholic Beverage service. Excluding Alcoholic Beverage purchases, Alcoholic Beverage service, and upon good-faith consultation with Concessionaire, Manager shall have the right to assume responsibility of the purchase of specific inventory, equipment, and services required under this Agreement for the Food and Beverage Services that Manager determines may provide operational efficiencies or other cost savings as a result of such assumption, and shall have the right to bill Concessionaire for such items as a Joint Operating Cost, Authority Operating Cost, or StadCo Operating Cost, as appropriate.

(r) If at any time, Concessionaire fails or is otherwise prevented from providing all or any portion of the Food and Beverage Services whether due to a suspension or termination of any licenses or permits, Force Majeure or otherwise, then, in addition to any other right of Manager, Manager shall have the right, in its sole discretion, without the payment of any kind to Concessionaire, to provide through any available means the Food and Beverage Services, or any portion thereof, until such time as Concessionaire has resumed its provision of the Food and Beverage Services, or a portion thereof. In the event Manager exercises its rights pursuant to this Section 3.1(q), Concessionaire shall, and shall cause its employees and the Management Team, to cooperate and assist Manager in providing the Food and Beverage Services.

(s) Subject to Section 3.1(a), Concessionaire shall not interfere with the free distribution of reasonably-sized samples of Refreshments as authorized under this Agreement.

(t) Concessionaire shall provide a written report twenty-four (24) hours prior to each Event and Catered Event of any Equipment that will not be fully operational during such Event or Catered Event. Each report shall provide the potential mitigation programs and the estimated time that it will take for such Equipment to once again become operational.

(u) Upon the request of Manager, Concessionaire shall provide unique Food and Beverage Services which may or may not be prepared by Concessionaire and may be provided by other mutually agreed vendors or caterers, including kosher, Indian or other

ethnic and specially prepared foods, as regular specialty menu items or with respect to specified Events, Catered Events, or functions.

(v) Manager expressly reserves the right to pursue, develop, and establish a reasonable number of arrangements relating to the sale of Refreshments through select third parties within the Food and Beverage Facilities, as follows: (i) a limited number of established local/regional restaurants which in the aggregate provide for not more than twenty (20) points of sale, (ii) not more than six (6) branded franchises in connection with Stadium sponsorship arrangements, and (iii) a limited number of providers of Refreshments in which the Manager or an Affiliate has financial equity, which in the aggregate provide for not more than fifty (50) points of sale within the Food and Beverage Facilities. Manager shall have the right to select the location of such points of sale in its sole discretion. There shall be no limitation relating to the sale of Refreshments in any third-party lease space programmed on the exterior of the Stadium building. Manager may establish such third-party arrangements on its own or may require that Concessionaire accept as a third-party subcontractor any such Person, and such third-party subcontractor shall enter into a subcontractor agreement with Concessionaire that is acceptable to Manager and Concessionaire. However, Concessionaire shall not be forced to enter into franchise agreements with third parties. No off-site or subcontracting of any Food and Beverage Services shall be undertaken or permitted by Concessionaire without the prior written approval of Manager.

(w) For any third-party arrangement directly contracted between Manager and the third-party Refreshment provider for point-of-sale space with the Food and Beverage Facilities during Events, any revenues from the third-party's sale of Refreshments at the Stadium shall not be included in the calculation of Gross Receipts. Concessionaire shall provide back office support, payment processing, accounting, financial reporting to Manager, and janitorial services for the third party, and shall provide such other concessions support services as mutually agreed upon by the parties. As compensation for such services provided by Concessionaire under this section, Concessionaire shall receive seven and a half percent (7.5%) of revenues collected from the third-party's Refreshments, less Sales Taxes, gratuities, and credit card fees.

(x) Concessionaire shall establish a complete inventory of all Equipment and Smallwares and shall at all times maintain an accurate inventory of the location of these items within the Stadium. As a part of its ongoing responsibility for maintenance and repair of the Equipment, Concessionaire shall at all times maintain full and complete electronic records of maintenance and repair activities with respect to each piece of Equipment. Copies of these inventory and maintenance records shall be provided to Manager on as requested.

(y) Prior to the commencement of each Fiscal Year of the Term, Concessionaire shall coordinate in good faith with Manager to develop a marketing plan to promote Concessionaire's catering services for Catered Events at the Stadium for such Fiscal Year. Both Concessionaire and Manager (on behalf of the Authority) shall each contribute Twenty Five Thousand Dollars (\$25,000.00) per Fiscal Year towards mutually agreed upon revenue-generating initiatives to improve Catered Events at the Stadium (the

"Marketing Fund"). The Marketing Fund shall be used exclusively for such purposes and all proposed expenditures of the Marketing Fund shall be mutually agreed upon by Concessionaire and Manager. Any unused portion of the Marketing Fund shall be rolled over into the subsequent Fiscal Year.

(z) Concessionaire shall perform such other responsibilities ancillary to Manager's operating of the Stadium as reasonably requested by Manager, to the extent permitted by applicable law and provided such performance does not result in a material and substantial increase in Authority Operating Costs. By way of example, in the event lottery ticket machines are installed at the Stadium, Concessionaire shall provide sale and redemption services for customers utilizing such machines at the Stadium, within the vicinity of such machines.

3.2 Permission to Occupy and Use Facilities and Equipment.

(a) Subject to the terms and conditions of this Agreement (including, without limitation, Section 3.1), and subject to any restrictions imposed by the Authority, StadCo, or any of its Affiliates, including pursuant to the Stadium Lease and Stadium Management Agreement, Manager hereby grants Concessionaire permission to occupy and use during the Term (and at such earlier time prior to the Commencement Date as Manager deems necessary) all Food and Beverage Facilities and Equipment, whether now existing or hereafter constructed or located within the Stadium, in conjunction with Concessionaire's exercise of its right to operate the Food and Beverage Services, as applicable. Concessionaire agrees to distribute the vertical transportation of the Food and Beverage Services so as to reduce and limit the transport of items through a public or premium area. Manager also hereby grants Concessionaire permission to occupy and use, during the Term and at such earlier time following the Effective Date as Manager deems necessary, all Common Areas and Service Areas, and appurtenant easements and access areas thereto, to the Food and Beverage Facilities to the extent necessary for the customary and reasonable operation of the Food and Beverage Services. Notwithstanding such use of the Service Areas, the parties hereto acknowledge that Concessionaire shall have control over such areas during Events to the extent required to enforce all laws, rules and regulations of the State of California, and the California Department of Alcoholic Beverage Control related to the service of Alcoholic Beverages, all as more particularly described in Section 6.4 below. The use by Concessionaire of all Common Areas shall be subject to all Legal Requirements and any rules, regulations and policies established by the Authority, StadCo, and/or Manager from time to time, including scheduling rules, regulations and policies.

(b) Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority or StadCo, including pursuant to the Stadium Lease and Stadium Management Agreement, Manager and its designated agents reserve the right of access to all areas Concessionaire is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon and all Utility Systems related thereto) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Concessionaire. Use of any space

or property Concessionaire is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Manager in its sole discretion, is prohibited. Concessionaire shall not interfere with any other contractor, licensee or employee of the Authority, StadCo, Manager or any other Person working at the Stadium.

(c) The location(s) of all movable or temporary tables, carts, servers or other Equipment and any auxiliary storage space required by Concessionaire, from time to time, must be approved by Manager in writing. Concessionaire shall acquire no rights to such locations if assigned, and Manager reserves the right to require Concessionaire to move such tables, carts, servers or other Equipment and to relocate items to or from any auxiliary or common storage space when Manager determines that the needs of Events, Catered Events or similar matters require the use of same. Concessionaire shall be solely responsible for packing, carting, unpacking, re-assembly and all similar aspects of any move of such tables, carts, servers or other Equipment and all costs related thereto, and each such move shall be executed within the time period reasonably prescribed by Manager and without damage to any portion of the Stadium or any Leasehold Improvements or Equipment, excepting normal wear and tear.

(d) Subject to the rights of Concessionaire as set forth in Section 3.1(a), the other Sections of this Agreement and the terms and conditions of the Stadium Lease (including the lessee's rights thereunder) and Stadium Management Agreement, the Authority shall at all times own the Leasehold Improvements constructed, installed or placed in the Stadium as specified in the Stadium Lease, regardless of when or by whom such Leasehold Improvements were constructed, placed or installed, and all Equipment, Smallwares and uniforms provided by Manager (or any Affiliate thereof), by Concessionaire or otherwise pursuant to this Agreement and/or as required by the Stadium Lease or Stadium Management Agreement. Upon the termination or expiration of this Agreement, Concessionaire acknowledges and confirms that it shall have no permission to access, occupy or use the Stadium or any part thereof and no right, easement, license, lien or other interest, by implication, constructive or otherwise, in the Stadium generally, any Leasehold Improvements, or any Equipment, Smallwares or uniforms provided by Manager (or any Affiliate thereof) or by Concessionaire and must immediately return any such property to the Manager.

3.3 Term.

The "Term" of this Agreement shall commence on the Commencement Date and terminate without the need for notice or other action by either party on the day immediately preceding the twelfth (12th) anniversary of the Commencement Date, unless sooner terminated under Article IX. Although the Term does not commence until the Commencement Date, this Agreement shall be effective, and the parties hereto shall have certain rights and obligations, from the Effective Date. Manager shall have the option, in its sole discretion, to extend the Term of the Agreement for five (5) additional two (2) year periods by notifying Concessionaire in writing of its desire to exercise said option(s) not more than one hundred twenty (120) days prior to the expiration of the then-current Term. If fewer than eight (8) Home Games occur in any Fiscal Year, the Term shall be extended by one (1) year for each such season.

ARTICLE IV

Certain Responsibilities of Manager and of Concessionaire

4.1 **Maintenance; Repair; Replacement.**

Concessionaire shall be responsible for (a) all maintenance and repair of the Food and Beverage Facilities (including Leasehold Improvements) and associated Service Areas and Equipment, and (b) the replenishment of Equipment and Smallwares in the ordinary course of providing the Food and Beverage Services, and the costs of such maintenance and repairs and of replenishing Equipment and Smallwares shall be pre-approved by Manager and payable out of the Renewal and Replacement Account. If Concessionaire determines in its reasonable judgment that the Equipment, Smallwares, or any item of Equipment, Office Equipment or warehouse or transportation equipment require replacement, it will seek Manager's approval to replace such items. With the approval of Manager, Concessionaire or Manager shall purchase such replacement items out of the Renewal and Replacement Account.

4.2 **Access.**

Concessionaire's authorized personnel who are scheduled to work at Events and Catered Events shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Manager, without charge, during all days on which Events are held and Catered Events are scheduled and at all other times necessary to enable Concessionaire to prepare for Events and Catered Events and fulfill its other responsibilities under this Agreement. Concessionaire shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Concessionaire's personnel, established from time to time by Manager. Concessionaire's authorized personnel shall utilize Manager's access control systems, as implemented at the Stadium by Manager, and the costs of such use shall be a Joint Operating Cost approximately proportionate to Concessionaire's personnel utilizing the access control system. Nothing herein contained shall be held to limit or qualify the right of the Authority or Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

4.3 **Security.**

(a) Manager's Responsibility. Subject to Concessionaire's obligations set forth below and elsewhere in this Agreement and the obligations of the Authority and StadCo under the Stadium Lease and Stadium Management Agreement, Manager shall be responsible for implementing the Stadium Safety and Security Plan.

(b) Concessionaire's Responsibility. Concessionaire shall be responsible for (a) developing an emergency preparedness plan and a safety and security plan to secure the Food and Beverage Facilities, Equipment, Refreshments, its cash room and the transporting of all cash thereto and therefrom and its bank deposits, which security measures shall be in line with the standards and regulations set by the Department of Homeland Security and Santa Clara Police Department requirements, and which security

measures Manager may require Concessionaire to coordinate with Stadium security, and (b) the security of its own sales locations and for monitoring the acquisition, movement, storage and sale (including properly identifying customers as legal purchasers) of Alcoholic Beverages to comply with all applicable Legal Requirements and the Alcoholic Beverage Policy. All security services provided by Concessionaire pursuant to the immediately preceding sentence shall be subject to, and Concessionaire shall comply and otherwise abide by, all emergency and security procedures and protocols of the Manager, the Team, the NFL and promoters of Events as the Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Concessionaire's employees of identification cards or badges issued by Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Food and Beverage Facilities to employees of Concessionaire as reasonably approved by the Manager (with respect to security clearance standards); and/or (iv) conduct by Concessionaire, as a Joint Operating Cost, of mutually agreed upon background or other security screening checks on all of Concessionaire's employees as the Manager shall request from time to time, which checks may vary as to job function, to the extent allowable by law or any applicable collective bargaining agreement. The Manager shall have the right to enter the Food and Beverage Facilities at will to install any Equipment or other device designed for the purpose of protecting the Food and Beverage Facilities from theft, burglary or vandalism or for any other purpose deemed appropriate by the Manager.

4.4 Utility Services; Telecommunications.

(a) Utility Services to Be Provided. Concessionaire shall be provided with the use of all Utility Systems and Utility Services, including, but not limited to gas for cooking, electricity, water, heat, ventilation, air conditioning and sewer service as necessary for Concessionaire's Food and Beverage Services at the Stadium.

(b) Concessionaire's Responsibility for Utility Services. Concessionaire shall be responsible to pay, and hereby agrees to pay as a Joint Operating Cost, for Utility Services directly relating to its operations, and shall be invoiced monthly for such usage of the Utility Services. Beginning after the second Fiscal Year, in the event that the actual cost of Utility Services directly relating to Concessionaire's operations in any Fiscal Year increases at an average annual rate that exceeds ten percent (10%) over the then-completed years of the Term (from a base cost of \$550,000.00) or increases by more than sixty percent (60%) in any Fiscal Year from the previous Fiscal Year (that are not attributable to additional Events at the Stadium in any such Fiscal Year in each case), the parties agree to meet and discuss, in good faith, a reasonable solution to offset the financial impact to Concessionaire. Subject to Manager's prior approval, Concessionaire shall purchase any and all special and other equipment necessary for its operations to be connected to the Utility Systems, provided that all such equipment must be compatible with the Stadium's Utility Systems, the costs of which shall be a Joint Operating Cost. Concessionaire agrees to support, promote and abide by all programs and measures implemented by Manager from time to time (including programs and measures promulgated by the Authority, the City and Santa Clara County) to reduce waste and

increase the efficiency of the Stadium. Concessionaire acknowledges that neither the Authority, StadCo nor Manager can control the availability of any Utility Service to the Stadium at any given time, and in no event shall the Authority, StadCo or Manager be liable or responsible to Concessionaire, in damages or otherwise, including for any indirect, consequential or special damages or economic or property losses, for any interruption of such services. Concessionaire shall, and shall cause its employees, agents, subcontractors and invitees to, at all times utilize prudent energy and water management. Concessionaire shall be responsible for the cost to repair or replace any Utility Service or lines damaged to the extent due to the negligence or an act or omission of Concessionaire or any of its employees or contractors under the insurance policies maintained or required to be maintained by Concessionaire under this Agreement. Grease traps used by Concessionaire within the Food and Beverage Facilities shall be maintained by Concessionaire to the satisfaction of Manager, the cost of which shall be a Joint Operating Cost. Concessionaire shall (i) take all precautionary measures necessary to assure that no grease, residue, Hazardous Substance or other by-product resulting from the provision of Food and Beverage Services is discharged into the sewer lines within the Stadium and (ii) be responsible for the removal and remediation of any grease, residue, Hazardous Substance or other by-product resulting from the provision of Food and Beverage Services discharged through the sewer lines within the Stadium notwithstanding such precautionary efforts.

(c) Telecommunications. Concessionaire shall have access to the Stadium's telephone and connectivity or broadband service. Concessionaire shall be responsible to pay, as a Joint Operating Cost, all charges for connection services and shall be invoiced monthly for usage of the Stadium's telecommunications and broadband systems, including long distance charges, loss or replacement of equipment and special services. Concessionaire shall purchase handsets and other equipment connected to the Stadium telephone service that is compatible with the Stadium system.

4.5 Parking.

Manager will provide parking at a rate of \$30.00 per space (which amount may be reasonably increased by Manager in its sole discretion) for Concessionaire's employees scheduled to work at an Event in designated off-site parking locations. If walking time from a particular parking area (or areas) designated for Concessionaire's employees scheduled to work at an Event is reasonably estimated by Manager to exceed twenty (20) minutes, transportation to and from the site from such locations, and the cost of such transportation shall be includable in the parking rate charged for use of such area(s). Concessionaire shall adopt and enforce policies requiring its employees to park only in employee parking facilities designated by Manager and to otherwise comply with the Stadium's parking rules and regulations. Any costs for transportation shuttles for Concessionaire's employees shall be a StadCo Operating Cost or Authority Operating Cost, as appropriate.

ARTICLE V

Payments & Investments; Reports

5.1 Payments & Investments.

(a) In consideration of the rights granted to it under this Agreement, Concessionaire shall pay to Manager (or its designee(s)), in accordance with Section 5.1(i), for the benefit of the Authority and StadCo, as the case may be, the amounts resulting from the percentage calculations set forth on **Exhibit G** hereto (the “**Manager’s Share of Net Receipts**,” and the “**Authority’s Commissions**”).

(b) Concessionaire shall pay to Manager (for the benefit of StadCo) each Fiscal Year (or as adjusted for any partial Fiscal Year) during the Term an annual preference payment in the amount of One Million Dollars (\$1,000,000.00) (the “**Annual Preference Payment**”) on or before February 1 of such Fiscal Year. If fewer than ten (10) Home Games occur in any season, the Annual Preference Payment shall decrease by ten percent (10%) for each such missed Home Game.

(c) Manager shall pay to Concessionaire each Fiscal Year during the Term an annual management fee in an amount equal to the greater of (i) four percent (4%) of Gross Receipts from NFL Events, or (ii) Five Hundred Thousand Dollars (\$500,000.00) (the “**Annual Management Fee**”), which shall accrue monthly and be paid by Manager to Concessionaire on or before February 1 of such Fiscal Year. Further, Manager shall pay to Concessionaire each Fiscal Year during the Term an annual preference payment in the amount of Two Hundred Thousand Dollars (\$200,000.00) (the “**Concessionaire Preference Payment**”). The Concessionaire Preference Payment shall increase by two and one half percent (2.5%) per Fiscal Year and shall be paid by Manager to Concessionaire on or before February 1 of each such Fiscal Year.

(d) In the first Fiscal Year of the Term, Concessionaire shall be eligible to receive an incentive bonus payment in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) if Concessionaire achieves certain mutually agreed upon performance level thresholds in the Concessionaire Surveys, such incentive bonus payment to be paid to Concessionaire within thirty (30) days after the end of the first Fiscal Year. In the second Fiscal Year and in each Fiscal Year of the Term thereafter, Concessionaire shall be eligible to receive an incentive bonus payment in the amount of One Hundred Thousand Dollars (\$100,000.00) if Concessionaire achieves certain mutually agreed upon performance level thresholds in the Concessionaire Surveys, such incentive bonus payment to be paid to Concessionaire within thirty (30) days after the end of the applicable Fiscal Year.

(e) Concessionaire shall pay to Manager an initial capital investment in the amount of Five Million Dollars (\$5,000,000.00) (the “**Initial Capital Investment**”) after the Commencement Date, which shall be utilized for the Food and Beverage Facilities by Manager in consultation with Concessionaire.

(f) Concessionaire shall provide Manager an innovation fund of One Million Dollars (\$1,000,000.00) per Fiscal Year over twelve (12) years, which totals Twelve Million Dollars (\$12,000,000.00) in the aggregate, to be used to support the implementation of modern concepts and fan experiences at the Stadium (the “**Innovation Fund**”), as determined by Manager in consultation with Concessionaire.

(g) Concessionaire shall provide Manager a fund in the amount of Two Million Dollars (\$2,000,000.00) (the “**Hub for Next Generation Sports Entertainment Fund**”) to be used by Manager in consultation with Concessionaire for a Hub for Next Generation Sports Entertainment. The Hub for Next Generation Sports Entertainment Fund shall be depreciated and/or amortized on a straight-line basis over the Term at Concessionaire’s expense, beginning once the investment is made, with such timing being after the Commencement Date and mutually agreed upon by the parties.

(h) Concessionaire shall pay to Manager, prior to the sixth (6th) year of this Agreement, a refresh investment in the amount of Five Million Dollars (\$5,000,000.00) (the “**Refresh Investment**”), which shall be used for ROI-producing improvements to the Food and Beverage Facilities, as determined by Manager in consultation with Concessionaire.

(i) Not later than the fifteenth (15th) day after the end of each Accounting Period (including the last Accounting Period in each Fiscal Year), Concessionaire shall (i) pay Manager (or its designee(s)) by wire transfer of immediately available funds, to the account(s) designated to Concessionaire in writing by Manager, an amount equal to the Manager’s expected Share of Net Receipts for the NFL Events in such Accounting Period (as mutually agreed upon in the Budget) and Authority’s Commissions for Authority Events in such Accounting Period payable to Manager for such Accounting Period under Section 5.1(a); and (ii) contemporaneously deliver to Manager the accounting reports described in Section 5.3(e)(iii) below. Not later than the sixtieth (60th) day after the end of each Fiscal Year (including the last Fiscal Year of the Term), Concessionaire shall contemporaneously deliver to Manager the accounting reports described in Section 5.3(c) below and shall pay Manager any outstanding balances of the Manager’s Share of Net Receipts and Authority’s Commissions. Concessionaire acknowledges and agrees that it shall not withhold, offset, or otherwise delay payment of the Manager’s Share of Net Receipts, the Annual Preference Payment, the Authority’s Commissions, or any other payments due to Manager, Authority, or StadCo hereunder in connection with any amount owed to Concessionaire by Manager, its Affiliates, or any third-party contractor of Manager or for any other reason.

(j) If Manager does not receive any undisputed payment when due, it shall have the right, in addition to its other rights and remedies as a result of non-payment, to assess a late payment charge equal to the amount of such payment multiplied by the Default Rate for the period from and including the due date through the payment date.

(k) Any and all purchases or other disbursements made utilizing the investments contained in this Section 5.1 shall be subject to the prior approval of

Manager in writing. The following amounts shall be deducted from Gross Receipts from NFL Events and retained by Concessionaire as the fee for Manager's use of the concepts developed and/or equipment purchased utilizing the the Initial Capital Investment, Innovation Fund, and Refresh Investment (the "**Investment Use Fee**"):

- (i) Fiscal Year 1 – \$1,416,667.00
- (ii) Fiscal Year 2 – \$1,416,667.00
- (iii) Fiscal Year 3 – \$1,416,667.00
- (iv) Fiscal Year 4 - \$1,416,667.00
- (v) Fiscal Year 5 - \$1,416,667.00
- (vi) Fiscal Year 6 - \$2,130,952.00
- (vii) Fiscal Year 7 - \$2,130,952.00
- (viii) Fiscal Year 8 - \$2,130,952.00
- (ix) Fiscal Year 9 - \$2,130,952.00
- (x) Fiscal Year 10 - \$2,130,952.00
- (xi) Fiscal Year 11 - \$2,130,952.00
- (xii) Fiscal Year 12 - \$2,130,952.00

(l) Manager shall establish and maintain an account for the deposit and disbursement of amounts to be deposited for the periodic repair and replacement of Equipment and Smallwares (the "**Renewal and Replacement Account**"). For each Accounting Period, Concessionaire shall deposit into the Renewal and Replacement Account the applicable portion of Renewal and Replacement Amount of Gross Receipts. If at any time the amount in the Renewal and Replacement Account is not sufficient to pay all presently incurred costs of repair and replacement of Equipment and Smallwares, Manager shall have the right to demand immediate payment from Concessionaire of the amount of such difference (and Concessionaire may be reimbursed such amount from future monthly accruals of the Renewal and Replacement Amount), and Concessionaire shall immediately make such payment (which in no event shall be greater than the projected deposits of the Renewal and Replacement Amount remaining in the then current Fiscal Year). Any funds remaining in the Renewal and Replacement Account at the end of a Fiscal Year shall be rolled forward through the Term. Monies shall be disbursed from the Renewal and Replacement Account for repair and replacement of Equipment and Smallwares, in Manager's sole discretion. Upon the termination of this Agreement, all funds remaining in the Renewal and Replacement Account shall be the property of Manager (for the benefit of the Authority and StadCo, as more particularly provided in the Stadium Management Agreement).

5.2 Collection Responsibility.

(a) Concessionaire shall have sole responsibility for the collection of all revenues and charges resulting from the Food and Beverage Services provided at Events and, if Concessionaire has been designated to collect therefor, Catered Events, including, without limitation, all Gross Receipts and all sales and/or use taxes attributable thereto, for the timely payment of all such taxes to the appropriate Governmental Authorities, and for the invoicing and collection of all charges for Food and Beverage Services provided to the Suites. All collection methods and procedures shall be consistent with such standards as may be established (and modified) from time to time by the Manager. Concessionaire shall not, and shall have no obligation to, extend credit to any party. Neither Concessionaire nor any of its employees, contractors or other individuals subject to its control, shall actively solicit any gratuities from customers in the Stadium (e.g., through the use of signage, tip cups or otherwise) or any other charges of any type on account of the Food and Beverage Services except the Service Charges. Except for the Service Charges, Concessionaire shall not charge a tip, gratuity, labor charge, service charge or similar charge without Manager's prior written approval. Concessionaire acknowledges and agrees that Manager shall in its sole discretion determine whether Service Charges will be reduced, waived or otherwise modified for (i) any particular Event or Catered Event, (ii) any Service Area or Service Areas or (iii) any Excluded Area or Excluded Areas where Food and Beverages Services have been requested, and Concessionaire shall abide by each such determination of Manager. Concessionaire acknowledges and agrees that it shall accept and honor all Discounts provided by or approved by Manager.

(b) Concessionaire shall use Point of Sale Devices in connection with all sales relating to the Food and Beverage Services, including, without limitation, non-stationary sales of Refreshments. Manager and Concessionaire shall periodically consult with each other about technology changes and technology-based upgrades and replacements to existing Point of Sale Devices for purposes of enhancing customer service and improving financial results, with Manager having the final right in determining the Point of Sale Devices used by Concessionaire in connection with the sale of Refreshments. Concessionaire must accept cash, all major credit cards, loyalty cards, gift cards, ApplePay, Visa Checkout, NFC, Discounts, as well as such other methods of payment that are then commonly accepted or any other methods instituted by the Manager (including payments through physical, digital, or mobile application code for loyalty point payment, member benefits, stored value and loaded value tickets), for any retail sale of Refreshments, whether at portable or permanent locations in the Stadium or Outside Areas. Concessionaire must also accept all Discounts for Refreshments (digital or otherwise) provided by Manager, StadCo, the Authority, Team, or Event promoter and approved by Manager. Concessionaire shall be responsible for the operation and maintenance of the Point of Sale Devices utilized in Food and Beverage Services.

(c) At all times during the Term, Concessionaire shall utilize the payment processing company selected by Manager in consultation with Concessionaire (taking into consideration such company's compatibility with Concessionaire's reporting systems

and any administrative burden on Concessionaire) for the Stadium for credit card, debit card, gift card and/or other digital payment transactions.

5.3 **Records; Accounting; Audits; Budgets.**

(a) Concessionaire will keep at the Stadium true and complete accounting books and records prepared in accordance with GAAP of all business and transactions conducted under this Agreement, for all periods included within the Term. Such records shall include, without limitation, the daily receipts, the daily bank deposits, the daily sales and business done by Concessionaire, the point of sale and staffing reports, and details of and documentary support for all amounts deducted in calculating Gross Receipts or included in calculating Authority Operating Costs, StadCo Operating Costs, and Joint Operating Costs, and shall preserve and make available for audit and examination by Manager all records relating to Gross Receipts, and Authority Operating Costs, StadCo Operating Costs, and Joint Operating Costs. All sales and accounting records and management reports shall be prepared and kept in mutually agreeable paper and/or electronic format directed by Manager. Such records will be maintained for a period of seven (7) years after the Fiscal Year to which they relate or such longer period as may be required to enable Manager and Concessionaire to comply with applicable Legal Requirements.

(b) Concessionaire shall maintain such accounting records on a fiscal year basis consistent with the definition of “**Fiscal Year**” in this Agreement.

(c) Concessionaire shall submit to Manager, within sixty (60) days after the end of each Fiscal Year, a report in mutually agreeable paper and/or electronic formats showing in reasonable detail all Gross Receipts and all Joint Operating Costs, StadCo Operating Costs, Authority Operating Costs, any and all expenditures or other amounts, the Annual Preference Payment, the Concessionaire Preference Payment, the Renewal and Replacement Amount, the Annual Management Fee, the Manager’s Share of Net Receipts, and the Authority’s Commissions. In addition, within ninety (90) days after the end of each Fiscal Year, Concessionaire shall provide a similar report of the same information to Manager, which report shall be reviewed and certified by the Chief Financial Officer of Concessionaire.

(d) The Authority, StadCo and Manager shall have the right from time to time to audit Concessionaire’s books and records related in any way to Gross Receipts, Authority Operating Costs, StadCo Operating Costs, and Joint Operating Costs, Manager’s Share of Net Receipts, Authority’s Commissions, and any other amounts payable by or to Manager under this Agreement for the immediately preceding five (5) Fiscal Years, including full profit and loss line items of the Food and Beverage Services as applicable and reasonably requested by Manager in its sole discretion. Such audit shall be conducted by the Authority, StadCo or Manager with its internal staff or outside auditors. If a deficiency or deficiencies in payments is detected for any period, pursuant to such audit or otherwise, Concessionaire shall pay to Manager the amount of any payment deficiency, with interest thereon at the Default Rate from the date the monies were originally due until the date paid, within thirty (30) days following receipt of notice

thereof from Manager. If such payment deficiency is in excess of four percent (4.0%) of the aggregate amount reported for any Fiscal Year, the cost of the audit shall be immediately due and payable by Concessionaire.

(e) In addition to its other information obligations under this Agreement, Concessionaire must submit the following information to Manager, each in mutually agreeable paper and/or electronic formats and to the persons directed by Manager:

(i) A flash report of Gross Receipts by 12 p.m. (California time) on the day following each Event and, if Concessionaire has been designated to collect therefor, each Catered Event. Such report shall include, but not be limited to: total sales, sales by location, sales by product type, itemization of total cash, credit card and alternative method of payment sales.

(ii) A summary of each Event and, if Concessionaire has been designated to collect therefor, each Catered Event, daily sales, headcounts and estimated staffing payroll reports and a copy of deposit slips of Gross Receipts for each Event and Catered Event, within 48 hours following completion of the Event.

(iii) An Accounting Period summary showing Gross Receipts (by category and by Event and, if Concessionaire has been designated to collect therefor, by each Catered Event), Joint Operating Costs (by category), Authority Operating Costs or StadCo Operating Costs, any House Charges (by category and Event and Catered Event) or Cost F&B Services incurred by Manager, and a summary of the Renewal and Replacement Account on or before the fifteenth (15th) day after the end of each Accounting Period.

(iv) All Sales Taxes paid to the State of California as a result of sales conducted at the Stadium, and all taxes paid to the State of California related to the sale of Alcoholic Beverages, in each case on a Fiscal Year basis. All such information shall be submitted to Manager on or before the sixtieth (60th) day following each Fiscal Year (or, as applicable, partial Fiscal Year) during the Term. The Authority, StadCo and Manager shall have the right to audit such tax records with auditors selected by them, provided such audit is performed within thirty-six (36) months following receipt of such information.

(v) Such other daily, monthly, annual or other periodic budgets, reports or summaries as the Manager may reasonably request.

(f) Concessionaire shall at all times on and following the Commencement Date and throughout the Term (i) utilize hardware and software approved by Manager as compatible with Manager's systems and technology and fully importable into Manager's software formats, and accounting software approved by Manager as compatible with Manager systems and technology in preparing and maintaining accurate records relating to sales, inventory, costs of goods sold, shrinkage, advance sales, premium catering and Suite sales records, proposals, contracts and invoices, and for all accounting functions

relating or incidental to the Food and Beverage Services to the extent that reporting is electronic; (ii) provide Manager with near real-time computer access to accurate sales and ordering transactions with respect to Events (which shall account for any "offline" systems) and shall include dynamic updating for pricing and item names; and (iii) implement such systems and technology as are deemed necessary by Manager to afford the acceptance of any payment system reasonably directed towards providing a more efficient and expedient transactional experience, whether in existence at the Effective Date or thereafter developed, including, but not limited to systems and technology supporting loyalty programs, gift cards, loaded tickets, and payment via mobile device. Concessionaire shall also work in good faith with Manager's partners, sponsors, and other contractors to provide reasonable access to applicable data/records, at all times subject to Manager's written approval.

(g) Concessionaire shall work with due haste and in good faith with Manager to develop and implement real-time data and inventory management systems with the capacity for instantaneous inventory and pricing decisions and execution, whether in existence at the Effective Date or thereafter developed.

(h) Concessionaire shall maintain a separate depository bank account in a Manager-approved bank for all sales deposits, all credit or debit card transactions and all transactions made through other means of payment.

(i) All obligations of Concessionaire under this Article V regarding payments and reporting shall survive the expiration or termination of this Agreement with respect to periods prior to such expiration or termination.

(j) Concessionaire shall submit to Manager a minimum of sixty (60) days prior to the start of each Fiscal Year, a projected budget in mutually agreeable paper and/or electronic formats showing in reasonable detail all projected costs, expenditures or other amounts to be incurred in the operation of the Food and Beverage Services for the forthcoming Fiscal Year at the Stadium, which shall be approved by Manager in its sole discretion (the "**Budget**") as further described in Section 6.13. For the avoidance of doubt, the Budget shall include a minimum level of detail as attached hereto as **Exhibit B** and shall be separated by Authority Operating Costs, StadCo Operating Costs, Joint Operating Costs, and Excluded Expenses, if any. Any and all costs not originally included in the Budget or thereafter approved by Manager during the Fiscal Year shall be subject to approval by Manager in its sole discretion in accordance with Section 6.13 of this Agreement. The Budget shall also include reporting to Manager of any outstanding balances of the Initial Capital Investment, the Innovation Fund, the Hub for Next Generation Sports Entertainment Fund, and the Refresh Investment, and the remaining unamortized portions of the Hub for Next Generation Sports Entertainment Fund.

(k) Notwithstanding anything in this Agreement to the contrary, unless otherwise expressly agreed to in advance in writing by Manager, Concessionaire shall make no use or disclosure of any customer data, including personally identifiable information, histories and preferences generated in connection with the provision of the Food and Beverage Services (collectively, "**Customer Information**"), other than as

directed by Manager in connection with the performance of Concessionaire's obligations under this Agreement. As used herein, "personally identifiable information" shall mean any information, as regulated by the standard on credit transactions set forth in the then applicable requirements of the PCI Security Standards Council, regarding or that identifies (or that could be used to identify) any individual, including, for example and without limitation, any individual customer name, postal address, email address, age, credit, debit or other payment card information, social security numbers and any other information or combination of information that would make the identity of the individual easily traceable or that would allow for contact of that individual. Concessionaire shall store and process the Customer Information in conformance with any and all commercially reasonable policies, procedures and instructions or direction provided by Manager from time to time. As between the parties, all Customer Information shall be owned solely and exclusively by Manager (on behalf of the Authority, StadCo, their tenants and any Event promoter) and shall be deemed proprietary to, and the confidential information of, Manager, the Authority, its tenants or Event promoters, as the case may be.

ARTICLE VI

Additional Duties of Concessionaire

6.1 Management of Operations.

(a) Concessionaire shall manage and operate all of its operations in a first class, professional manner so as to ensure that it will provide consistent, prompt and courteous Food and Beverage Services to the public in accordance with all Legal Requirements, this Agreement, the policies and procedures issued by the Manager relating to Food and Beverage Services, the general operating procedures of the Authority, and all applicable rules, regulations and policies implemented, from time to time, by the NFL. Concessionaire shall at all times maintain a sufficient number of qualified personnel at the Stadium for the performance of all of Concessionaire's obligations under this Agreement, including but not limited to the obligations expressly set forth in this Article VI. Concessionaire shall cause the members of the Management Team to attend meetings to be scheduled by Manager at the Stadium from time to time during the Term to review the Food and Beverage Services operations at the Stadium and to implement Manager's reasonable recommendations and directives for improving such operations.

(b) Without limiting any other obligation of Concessionaire under this Agreement, for each Event, Concessionaire shall ensure that points of service are open and fully staffed as determined by Manager in consultation with Concessionaire. In the initial Fiscal Year, the parties acknowledge the anticipated staffing levels for Events at the Stadium shall include, at a minimum, (i) no less than one (1) attendant in each Owners Suite, (ii) no less than one (1) attendant for every two (2) remaining Suites, (iii) such number of attendants in the Club Areas as reasonably directed by Manager, (iv) no less than one (1) vendor selling Refreshments for every one thousand guests in the seating bowl at all Events, and (v) a ratio of total forecasted attendance to number of

open points of sale, including Clubs, of no less than one hundred ten (110) in the lower bowl and one hundred twenty (120) in the upper bowl of the Stadium. In each subsequent Fiscal Year, Concessionaire may propose to Manager modifications of such staffing levels as part of the Budget approval process. Concessionaire shall submit in writing to Manager a completed "checklist" (see **Exhibit J**) that includes the anticipated staffing levels and active points of service for each Event not less than one week prior to such Event and an updated schedule of the staffing levels not less than twenty-four (24) hours prior to such Event. Manager shall have the exclusive right to approve specific staffing levels at each location of the Stadium for Events, and Concessionaire shall make such modifications to its staffing levels as Manager may reasonably request. Staffing levels in the all-inclusive areas will be subject to mutual agreement between the parties, with regular reviews of the appropriateness of the staffing by Event by Manager.

(c) Concessionaire shall pay promptly all authorized bills, payroll and other expenses incurred in connection with its operations and pursuant to this Agreement as StadCo Operating Costs, Authority Operating Costs, or Joint Operating Costs, as applicable.

(d) Concessionaire shall pay when due all license fees, taxes and all retail Sales Taxes on the products or services which Concessionaire provides hereunder or Concessionaire's rights or interest hereunder, including all federal, state and local taxes, workers' compensation payments, social security, unemployment insurance, payroll and other taxes with respect to products or services provided under this Agreement as StadCo Operating Costs, Authority Operating Costs, or Joint Operating Costs, where applicable.

(e) Concessionaire shall provide all necessary working capital and perishable and non-durable inventory required for the Food and Beverage Services, including but not limited to Refreshments, and paper products. Notwithstanding the foregoing, if Manager requires that Concessionaire provide an inventory of premium wines in the Owners Club, other All-Inclusive F&B Service Areas or other portions of the Stadium, Concessionaire shall only be required to provide a reasonable amount of such inventory in light of the expected sales volume.

(f) Concessionaire shall comply with Stadium operating policies and directives established and as modified from time to time by the Authority, Manager, the designees of either of them, or the NFL.

6.2 Personnel.

(a) Concessionaire shall hire, employ, train, supervise and discipline any and all persons necessary to operate the Food and Beverage Facilities and to provide the Food and Beverage Services in accordance with the terms of this Agreement and shall use its best efforts to ensure that its employees continually practice the high standards of cleanliness, safety, courtesy and service customarily followed in the conduct of a first-class operation. Concessionaire shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish Food and Beverage Services under this Agreement, whether or not employed by Concessionaire prior to the

Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties of Concessionaire as it pertains to their furnishing of Food and Beverage Services and are not employees of the Authority, StadCo or Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Legal Requirements, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Concessionaire and approved by Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (e.g., a Club Area or Suite area)) as Manager may require and shall be of a design reasonably satisfactory to Manager. Concessionaire shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Manager and Concessionaire acknowledge that Concessionaire is an independent contractor for all services required to be performed under this Agreement. Manager shall not have control over the method or manner in which Concessionaire's employees perform the services required under this Agreement. All liabilities that may arise as a result of Concessionaire's status as an employer shall be borne exclusively by Concessionaire, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, City or local legislation or other Legal Requirements. Concessionaire shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Concessionaire issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Concessionaire's employees at the Stadium. Concessionaire shall conduct mutually agreed upon background checks or other security screening checks on its employees as Manager shall reasonably request from time to time prior to such employees being hired for work at the Stadium, any costs of which shall be a Joint Operating Cost. Concessionaire shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Manager or any of their known respective Affiliates, contractors, or previous concessionaire. Upon Manager's reasonable request, and so long as any such action shall not be contrary to law or any applicable collective bargaining agreement, Concessionaire shall immediately remove from the Stadium any employee, agent, contractor or invitee of Concessionaire and permanently revoke such person's access credentials.

(b) Concessionaire shall employ the Management Team on a full-time, year-round basis and shall cause the members of the Management Team to perform their duties from workspaces located at the Stadium. Concessionaire shall cause the members of the Management Team to be at the Stadium during all Events and during reasonable business hours. All changes in the Management Team shall require the prior written approval of Manager. Concessionaire shall, within fifteen (15) business days of the removal of a Management Team member, provide Manager with the resumes of not less than three (3) suitable candidates to replace the removed employee. The Management Team shall, on and following the Effective Date and during the Term, be exclusively responsible for the provision of services under this Agreement and shall hold no job-related responsibilities relating to any other venue or site without Manager's prior written approval.

(c) Concessionaire shall conduct regularly scheduled employee training programs for all of its employees, including charitable or similar groups, working in the Stadium (the “**Employee Training Programs**”), a detailed summary of which appears as **Exhibit E** hereto, and any costs of which shall be considered Joint Operating Costs. The Employee Training Programs will be mandatory for all employees, agents and subcontractors of Concessionaire and, at a minimum, will include alcohol management techniques (TiPS, TEAM or state certification programs), customer service, guest interaction, cash handling, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Manager. Concessionaire shall develop additional modules for each premium area position, including, at a minimum, banquet and serving technique, buffet and display arrangement, and wine and beverage service. The programs shall be prepared and conducted by personnel specialists and must be approved by Manager in advance. Concessionaire shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service required hereunder. All employees of Concessionaire shall also be required to attend such policy and procedures training sessions as may be held by the Manager, as well as the Stadium orientation tour and training conducted by the Manager. Concessionaire shall ensure Concessionaire’s employees attend guest services training held by Manager and such costs shall be Joint Operating Costs. Concessionaire shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs approved by Manager. Concessionaire shall also ensure that all of its employees working at the Stadium shall attend mandatory training sessions for Stadium employees conducted by Manager, Authority, StadCo, or their agents. Additional supplemental training programs may also be required by Manager for employees of Concessionaire upon the introduction or modification of Stadium programs or promotions (i.e., Rewards programs, coupons, or discount programs) by Manager. The Parties shall work in good faith to ensure all Concessionaire employees receive supplemental training on such programs and promotions prior to their introduction at the Stadium.

(d) In performing under this Agreement, Concessionaire shall comply with all applicable Legal Requirements in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

(e) Concessionaire shall promptly notify Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is immediately denied further access to the Stadium. In no event shall the Authority, StadCo or Manager be liable, and Concessionaire shall indemnify and hold the Authority, StadCo and Manager harmless, for Concessionaire’s record keeping (or lack of record keeping), including records pertaining to the legal identification and working status of the Concessionaire’s employees and subcontractors, or for any other matters relating to Concessionaire’s employees or subcontractors.

(f) Manager, in its sole discretion, shall have the right (but not the obligation) to provide members of the Management Team additional compensation or other

consideration at the end of a Fiscal Year or other operating period as determined by Manager for Concessionaire's high performance on Concessionaire Surveys, on-time payments of amounts owed to Manager by Concessionaire, and mutually agreed upon key performance indicators.

6.3 Licenses and Permits.

(a) Concessionaire shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, in its name, all licenses and permits necessary for the operation of the Food and Beverage Services and the sale of Refreshments and Alcoholic Beverages at the Stadium, and any and all other licenses and permits required to be obtained by Concessionaire by the terms of the Stadium Lease. Throughout the Term, Manager shall, at its sole cost and expense, maintain all other licenses and permits which may be required for the operation of the Stadium, and Owner shall comply with the restrictions, rules and conditions of all such licenses and permits.

(b) Manager shall cooperate with Concessionaire in connection with applications submitted by Concessionaire for any and all licenses and permits and renewals thereof. Concessionaire shall not submit any application for a permit or license without first providing Manager a reasonable opportunity to review it.

(c) Concessionaire shall furnish Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Legal Requirements or this Agreement, and shall transfer or surrender, as applicable, all licenses and permits to Manager upon termination of this Agreement.

(d) Concessionaire shall cooperate in good faith with Manager, Manager's subcontractors, and any third-parties (at Manager's direction) for the operation of food and beverage service, including distribution of alcoholic beverages, at the Stadium under the licenses and permits obtained by Concessionaire.

(e) At Manager's request, and only where allowed by applicable law, Concessionaire shall: (i) permanently surrender and/or carve out the applicable portion of its license to sell alcohol for specified concession stands or area within the Stadium, as needed, to provide a third-party the ability to sell Alcoholic Beverages from such area; or (ii) temporarily surrender its license for a specified concession stand or area within the Stadium operated by a third-party for a limited time or number of events in which the third-party chooses to sell Alcoholic Beverages.

(f) Subject to all Legal Requirements, wine provided to Concessionaire by Manager for the purpose of being served in Club Areas, certain Suites, and other mutually agreed upon spaces within the Stadium, shall be distributed by Concessionaire without charge to patrons of such spaces or Manager.

6.4 Compliance with Laws, Policies and Programs.

(a) In connection with the exercise of its rights and the performance of its obligations hereunder, Concessionaire shall in good faith comply and faithfully observe all Legal Requirements (including all fire, building, health, sanitation and environmental codes and regulations and liquor control laws and regulations).

(b) With respect to the sale of Alcoholic Beverages, Concessionaire shall:

(i) enforce all Legal Requirements, including all State of California, County of Santa Clara and City of Santa Clara laws, rules, regulations or orders relating to the premises licensed pursuant to this Agreement and enforce all rules, regulations or orders of the California Department of Alcoholic Beverage Control or other regulatory agencies relating to the licenses; and

(ii) take any and all actions necessary to enable and to ensure compliance with all Legal Requirements concerning the sale and consumption of Alcoholic Beverages in the Service Areas and Food and Beverage Facilities.

(c) The decision to serve or refuse service of Alcoholic Beverages to any individual at an Event and in an area at which Alcoholic Beverages may be served in accordance with the terms of this Agreement shall be the sole responsibility of Concessionaire.

(d) Notwithstanding anything contained in this Agreement to the contrary, Concessionaire shall be solely responsible for the determination of brands, quantities, pricing, shelving and display for sale of any and all Alcoholic Beverages that Concessionaire may buy or sell at the Stadium. Concessionaire acknowledges and agrees that Manager and its affiliates require all retailers, distributors/wholesalers and distillers/brewers of Alcoholic Beverages (each an “**Industry Member**”) that Manager and its affiliates conduct business with, including, but not limited to, Concessionaire, to strictly comply with all local, state and federal, laws and regulations, which may be applicable to the Concessionaire and the purchase, marketing, promotion, advertising and sale of Alcoholic Beverages, including, but not limited to: Title 27 of the Federal Alcohol Administration Act (Title 27 of the United States Code) and Title 27 of the Code of Federal Regulations, and other related provisions governing “intoxicating liquors” (collectively, “**Alcohol Laws**”). Further, Manager and its affiliates shall not conduct business with any Industry Member in violation of the Alcohol Laws, and Manager shall indemnify and hold Concessionaire harmless as to any action or conduct which may be imputed to Concessionaire as a result of Manager or its affiliates’ actions or conduct with Industry Members which may give rise to any alleged violation of the Federal or State laws by Concessionaire. Manager further agrees that it shall not require as a condition for the continuation of this Agreement or exercise an early termination rights or failure to renew, Concessionaire to engage in conduct which Concessionaire reasonably believes would be in violation of the Alcohol Laws.

6.5 Failure to Maintain Licenses and Permits.

In the event that Concessionaire fails to obtain or maintain in full force and effect any material license or permit necessary for the operation of the Food and Beverage Services (including the service of Alcoholic Beverages) or for the performance of its other obligations under this Agreement, including upon a suspension applicable to an Event or revocation thereof, (a) Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Concessionaire and, whether or not Manager exercises that right or its termination rights, Concessionaire shall be responsible to Manager for the loss of income and other damages, suffered by Manager as the result of Concessionaire's breach of this Agreement; and (b) Concessionaire shall be considered in material breach of this Agreement, and Manager may, in addition to any other rights or remedies it may have, terminate this Agreement to the extent in accordance with Section 9.1.

6.6 Hours of Operation.

Subject to the prior approval or direction of Manager and to the provisions of Section 3.1, Concessionaire shall (a) open and operate the Food and Beverage Facilities sufficiently prior to the opening of the Stadium to the public for each Event and, as requested, each Catered Event in order to properly prepare and serve Refreshments, and (b) provide Food and Beverage Services from the time of such opening until each such Event ends, including the requirements for any pre-Event functions and post-Event functions, or such further time as may be reasonably necessary to adequately meet public demand, subject to Manager's requirements regarding the sale of Alcoholic Beverages and compliance with the Stadium Lease and Stadium Management Agreement. Concessionaire shall cooperate with Manager in the creative and efficient operation of the Food and Beverage Facilities to attract Stadium guests to participate in pre-Event and post-Event activities.

6.7 Special Events.

Concessionaire shall modify its operations at Manager's request to accommodate a particular Event or Catered Event when such modifications are reasonably required or requested to obtain or stage such Event or Catered Event.

6.8 Cleaning and Refuse.

(a) Concessionaire shall keep and maintain in a clean, sanitary, hygienic and orderly fashion, and in connection with such maintenance and repair (except with respect to capital repairs to Leasehold Improvements), consistent with prevailing policies and subject to Manager's reasonable satisfaction, procedures and standards for the Stadium, (i) all Food and Beverage Facilities, Service Areas (including all table tops, bars, and the like) and condiment stands and (ii) all uniforms, Smallwares and Equipment. In furtherance of the foregoing, Concessionaire shall, among other things, provide sterilization services for all reusable Smallwares and tabletops and other surfaces upon which Refreshments items are eaten, placed, prepared or stored. Concessionaire shall complete the cleaning of the subject areas in a reasonable time frame following an Event or Catered Event. Concessionaire shall maintain all Food and Beverage Facilities as

prescribed herein, including, but not limited to maintaining fire suppression systems, changing filters on all Equipment and air scrubbers, and cleaning the grease interceptors, stove hoods, fans, ducts and grease traps, drain systems, floor sinks and sanitary traps and its storage areas using approved and accepted maintenance and cleaning techniques, and at regularly scheduled intervals, approved or designated by Manager, and in all events to a level sufficient to comply with and protect warranties and comply with supplier agreements and otherwise promote the commercially reasonable useful life of such items. Manager may require the use of its in-house maintenance staff for such maintenance activities if the use of such personnel does not void any manufacturer or similar warranty and provided that such work can be performed in a competent manner at competitive market rates on a timely basis, and any use of Manager's in-house maintenance staff for such maintenance activities shall be charged to Concessionaire at then prevailing rates. Concessionaire shall abide by any and all labor agreements in effect at the Stadium for all applicable work performed under this Agreement.

(b) Concessionaire shall provide consistent janitorial service to the Food and Beverage Facilities, Services Areas (including all table tops, bars, and the like), condiment stands, and the Equipment, and shall otherwise keep the Food and Beverage Facilities, Services Areas, condiment stands and Equipment in a neat, clean, sanitary, hygienic and safe condition satisfactory to Manager and in compliance with all Legal Requirements. Concessionaire shall be responsible for all sanitation and maintenance of the Food and Beverage Facilities, Services Areas, condiment stands and Equipment. Concessionaire shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events and Catered Events, including composting or other diversion of compostable organics. Concessionaire shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Concessionaire shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Food and Beverage Facilities, Service Areas and within a ten (10) foot radius of such areas within the Stadium, and Concessionaire shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Manager, whereupon Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage; provided, Concessionaire shall be responsible to pay, and agrees to pay, all charges for delivery and ultimate disposal of such recyclables, compostables, trash and garbage relating to its operations, and shall be invoiced monthly for such delivery and disposal, including any extraordinary charges and costs for special services, all of which shall be a Joint Operating Cost. Concessionaire shall purchase, as a Joint Operating Cost or utilizing the Renewal and Replacement Account (as determined in Manager's sole discretion), any and all special and other equipment necessary for its operations to be connected to the Utility Systems, provided that all such equipment must be compatible with the Utility Systems and approved by Manager. In addition, Concessionaire shall

separate, compact and recycle its trash on non-Event days. Concessionaire shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Concessionaire) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) use the Equipment in such a manner as to ensure that recyclables, compostables and trash do not spill out prior to or during transport. Concessionaire agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Concessionaire shall be provided by Concessionaire and shall be cleaned and sanitized by Concessionaire in accordance with the standards reasonably set from time to time by the Authority and/or Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Concessionaire will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Concessionaire shall indemnify Manager and make Manager whole for any out of pocket costs incurred by Manager which are solely attributable to any negligence or intentional act or omission of Concessionaire or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Legal Requirements or specific directives provided to Concessionaire in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

(c) Concessionaire agrees not to use Hazardous Substances at the Stadium, except in accordance with applicable Legal Requirements, and agrees to indemnify, defend, and hold the Authority, StadCo, Manager, their respective Affiliates, all tenants of the Stadium and all Event promoters harmless for all Losses to the extent arising out of its use, generation or storage of Hazardous Substances at the Stadium.

(d) Concessionaire shall engage the services of an exterminator approved or designated by Manager to control vermin and pests within the Food and Beverage Facilities not less frequently than on a monthly basis, the costs of which shall be a Joint Operating Cost; provided, however, that at Manager's sole option, Manager shall have the right to assume responsibility for exterminator services in the Food and Beverage Facilities, in which case it may invoice Concessionaire for such services at the cost of such services, which shall be paid to Manager within thirty (30) days of invoice as a Joint Operating Cost.

(e) Concessionaire shall immediately clean up any spills caused by its employees in Common Areas used by Concessionaire to transport Refreshments, trash or garbage.

(f) Concessionaire shall maintain all Equipment, Smallwares, and Food and Beverage Facilities (including Leasehold Improvements) following the manufacturer suggested maintenance protocol and any requirements of the Authority or Manager, as adjusted from time to time, including the use of Computerized Maintenance Management Software ("CMMS") to schedule, track and memorialize the preventative and reactive maintenance on each element. Concessionaire shall train its employees to use the CMMS, all at no cost to Manager. Upon request by Manager, Management Team shall assist in the set-up of the CMMS system with respect to Concessionaire's operations, including, but not limited to the placing of inventory and coded decals on each element and the recording of all work orders and maintenance records of all work performed within Manager's master CMMS data base. Concessionaire shall maintain through the proper use and execution of the CMMS system the maintenance, service, and inspection logs/records and shall provide copies thereof to Manager upon request.

6.9 Deliveries.

All deliveries of Refreshments and other items used or sold by Concessionaire at the Stadium shall be made only during normal operating hours (as communicated to Concessionaire by Manager) and shall be made through a gate or gates designated by Manager. Concessionaire shall prevent the entry of any unauthorized persons into the Stadium through such gate or gates when open for purpose of such deliveries. Deliveries shall be scheduled to avoid the day or evening of, or otherwise conflicting with, an Event to the greatest extent possible. Concessionaire shall follow Manager's policies and procedures of the delivery and acceptance of goods into the Stadium, including using best efforts to recycle or return debris accumulated through deliveries to the Stadium. Concessionaire agrees to expeditiously and with commercially reasonable methods take delivery of and deliver within the Stadium the Refreshments and other items from the assigned unloading areas.

6.10 Liens.

Concessionaire shall at all times protect and keep the Food and Beverage Facilities and Equipment and all other areas of the Stadium free and clear of all mechanics and other liens, attachments, encumbrances, or claims arising out of Concessionaire's operations hereunder, its performance under this Agreement and/or its use of the foregoing. In the event any such lien is placed, or such attachments, encumbrances or claims created or made, Concessionaire shall cause their prompt removal, and if necessary, shall provide the party asserting such lien, attachment, encumbrance or claim, or a court of competent jurisdiction, with a performance bond or other reasonable security in scope and amounts necessary to cause such removal.

6.11 Products and Prices.

(a) Concessionaire agrees that it will have available at all times sufficient quantities and varieties of wholesome Refreshments. Title to the Refreshments shall

remain vested in Concessionaire. Consumables shall be first quality, wholesome, fresh and pure, and all products on hand shall be stored and handled with due regard for sanitation. Prices, portions, sources of supply, quality, product selection and specific brands of Refreshments shall be subject to Manager's prior approval, provided that the use of a particular brand does not conflict with or violate any Legal Requirements, Alcohol Laws, or Stadium Right(s). Manager shall have the right, in its sole discretion, to cause Concessionaire to change prices and to run promotions directed at consumers which may include the sale of Refreshments.

(b) Fixed menus and menu boards (static or electronic), to feature prices, graphics and theme elements for the Food and Beverage Services, will be installed in conspicuous places in or adjacent to the Food and Beverage Facilities and Service Areas. Concessionaire shall be solely responsible for programming and maintaining all Concessions-related menus, graphics, and animations used within the Stadium Internet Protocol Television ("IPTV") system, subject to the approval of Manager of any and all such menus, graphics, and animations. Concessionaire shall coordinate its IPTV programming with all other users of the IPTV system and as otherwise directed by Manager, including but not limited to the periodic expression of graphics, animations and other advertising material. Concessionaire shall produce and maintain in each Suite at least one printed menu (in a form approved or designated by Manager), and provide additional copies for Suite holders, and shall produce and maintain in each Club Area an appropriate number of printed menus (in a form approved or designated by Manager). Concessionaire and Manager shall discuss in good faith the best way to provide an appropriate number of printed ingredient lists to patrons in the Club Areas.

(c) Prior to each NFL season during the Term, Concessionaire shall provide a tasting of all Refreshments proposed to be offered in the Suites and Club Areas for the upcoming season at a reception for all Suite holders, media partners and a limited number of Club Area seat holders (not to exceed twenty percent (20%) of the maximum number of Club Area seat holders) to be held at a time and place in the Stadium designated by Manager. These Refreshments shall be provided by Concessionaire at no cost to seat holders, except that, if more than 1,000 Club Area seat holders participate in any such tasting, then Refreshments shall be provided by Concessionaire at no cost only to the first 1,000 Club Area seat holders, and Refreshments provided to any additional Club Area seat holders shall be provided at cost. Manager and Concessionaire shall consider modifications to the proposed menu based upon the responses of the guests at the reception.

(d) Except as otherwise provided in this Agreement, all Refreshments will be served from and in serviceware and containers approved by Manager.

6.12 Branded Products; Licensed Products.

(a) Manager shall have the right to require Concessionaire to sell exclusively certain designated brands of specific types of food and non-alcoholic beverage Branded Products and to otherwise take innovative action to increase sales and/or improve customer satisfaction of such Branded Products. Concessionaire shall work in good faith

with Manager to develop, design, and implement programs for Branded Products as part of the Food and Beverage Services. Concessionaire acknowledges that nothing in this Agreement grants Concessionaire any right to sell sponsorships, advertising space, or exclusivity at the Stadium or any signage related thereto or to take any action that would violate any provision of the Stadium Rights or otherwise. All sums paid or payable by the provider or supplier of a Branded Product specified by Manager shall be the sole property of Manager, for the benefit, however, of the Authority or StadCo, as applicable in accordance with the Stadium Lease. In the event that any exclusivity of a Branded Products results in a material increase in the costs of goods, Concessionaire and Manager shall work in good faith to determine modified pricing of such exclusive Branded Products for Non-NFL Events.

(b) Manager shall have the right to require Concessionaire to sell certain Licensed Products pursuant to any arrangements Manager shall make with the licensor of such Licensed Products. All sums paid or payable by the provider or sponsor of Licensed Products to Manager, if any, shall be the sole property of Manager. All revenues derived from Licensed Products, less any applicable Licensed Products Charges, shall be included in Gross Receipts. Concessionaire shall ensure that Licensed Products at all times comply with the terms of this Agreement, included the Branded Products requirements. At Concessionaire's request, Manager, in its sole discretion, may approve other "name brand" products for sale, but such products shall not be considered Licensed Products for the purpose of this Agreement, and Concessionaire shall be solely responsible for any charges related to such "name brand" products and shall ensure that such products comply with the Branded Products guidelines. All sums paid or payable by the provider or sponsor of such "name brand" products shall be the sole property of Manager.

6.13 Annual Plans; Approval Procedure.

Not less than sixty (60) days prior to the commencement of each Fiscal Year during the Term, Concessionaire shall provide Manager with: (i) its financial business plan, in a form reasonably acceptable to Manager, including projected Budget, which shall include operating budgets, Joint Operating Costs, Authority Operating Costs, StadCo Operating Costs, and proposed purchases of Equipment, uniforms and Smallwares, and complete profit and loss projections for the ensuing Fiscal Year for Catered Events, for Non-NFL Events, and for NFL Events, and (ii) its Food and Beverage Services plan for such Fiscal Year, including the menu, portion size, dietary information, branding and pricing schedule for the Stadium by type of location, or as otherwise directed by Manager. Manager shall notify Concessionaire of changes it desires within thirty (30) days following receipt of Concessionaire's financial business plan or Food and Beverage Service plan, as applicable, and Concessionaire shall promptly make all such changes. In the event that Manager requests a modification to Concessionaire's plans, which would result in a material and substantial deviation from Concessionaire's proposed staffing and pricing models for Non-NFL Events, then the parties agree to meet and discuss, in good faith, a reasonable solution to offset the financial impact to Concessionaire. Any anticipated variance in a budgeted line item that exceeds ten percent (10%) of the applicable line item or any purchase not included in the Budget that exceeds \$10,000, shall be promptly reported to, and subject to the prior approval of, Manager.

6.14 Alterations; No Rights in Facilities.

(a) Concessionaire shall not alter or add to the Food and Beverage Facilities, Service Areas or Equipment or make any material installations without having first obtained the written consent of Manager. All permitted alterations and installations shall (i) be performed by qualified and experienced contractors that meet all Legal Requirements, adhere to all applicable policies and procedures of the Stadium and are reasonably acceptable to Manager, (ii) conform to and be made in accordance with all applicable Legal Requirements using first quality materials and workmanship and otherwise consistent with any standards established by the Authority, StadCo, and/or Manager, and (iii) be effected during times that do not interfere with any Events, Catered Events or other operations at the Stadium. Subject only to the Stadium Lease, Manager reserves the right to make and/or cause to be made all changes, alterations, additions, improvements, repairs or replacements to the Stadium as the Authority, StadCo and/or Manager deems necessary or desirable. Manager shall use reasonable efforts to minimize interference with Concessionaire's use of the Food and Beverage Facilities during the making of such changes, alterations, additions, improvements, repairs or replacements, provided that neither the Authority, StadCo nor Manager shall have any obligation to employ contractors or labor at overtime or other premium pay rates or to incur any other overtime costs or additional expenses whatsoever.

(b) Notwithstanding anything to the contrary in this Agreement, the location of all Food and Beverage Facilities and Service Areas, whether temporary or permanent, shall be determined by Manager and may be changed by Manager from time to time. Concessionaire shall not acquire any rights to such areas or to any Equipment, which shall remain the sole property of Manager, except as may be set forth in this Agreement.

6.15 Advertising Restrictions.

(a) Concessionaire acknowledges that all advertising rights, expressly including such rights at the Stadium, belong to the Authority and the tenants of the Stadium. Concessionaire shall not, without the written approval of Manager, (i) advertise any brand names in the Stadium; (ii) use the name or logo of the Stadium on any material; (iii) place advertising of any kind on Concessionaire's or a third-party's equipment; (iv) use the name or logo of Concessionaire at the Stadium or in materials that refer to the Stadium; (v) advertise in or about the Stadium in any manner or form, or elsewhere with respect to its activities at the Stadium; and (vi) provide or promise (in writing or otherwise) any exclusivity to any third-party brand as part of the Food and Beverage Services as the Stadium.

(b) Manager may require Concessionaire to use specially designed logoed uniforms, sales material, printed and IPTV menus, cups, napkins, stationary and other materials, including but not limited to concession signage, and the cost of any items deemed obsolete due to a change requested by Manager shall be a StadCo Operating Cost, Authority Operating Cost, or Joint Operating Cost, as appropriately determined by the parties. Without limiting the generality of the preceding sentence, as directed (and approved) by Manager, all Smallwares used throughout the Stadium (including Club

Areas) shall bear the name, logo or marks of the Stadium naming rights sponsor, and all Smallwares used in a particular Club Area (or other Service Area, as designated by Manager) shall bear the name, logo or marks of the applicable Club Area (or other) sponsor. Manager shall provide any required logo design to Concessionaire. Without limiting Manager's right of approval, Concessionaire shall include pre-approved references to (or as instructed by) Manager in all media or publicity relating to the Stadium or the Food and Beverages Services. Concessionaire must provide printed and IPTV Catered Event and Suite menus approved by Manager, utilizing the Authority's (for the Authority's Events), StadCo (and its Affiliates) for their Events and, for Manager (and its Affiliates') Events, Manager's (or its Affiliates') logos, used exclusively for the Stadium, in sufficient quantities for use by Manager's and Concessionaire's marketing staffs.

(c) Except as provided in Section 6.15(b), Concessionaire shall have no right to use the Stadium Rights or trademarks, symbols or trade names of the Authority, StadCo, Manager or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the prior written approval of Manager; provided, however, Concessionaire may, in a reasonable and tasteful fashion, including by use of relevant names and logos, promote its affiliation with the Stadium and the services provided by Concessionaire under this Agreement in Concessionaire's and its affiliates' corporate promotional materials and social media, as approved by Manager.

(d) Notwithstanding anything herein to the contrary, but subject to the terms and conditions of the Stadium Lease, the Authority, Manager, and the Stadium tenants, including StadCo, may sell advertising and sponsorship packages for the Stadium, which may include product availability rights at the Stadium, where legally permissible. Subject to Section 6.12, such rights may be granted in connection with Branded Products, Licensed Products, or otherwise. Accordingly, where legally permissible, Manager reserves the final right of approval of Concessionaire's sources of product supply, and Concessionaire shall honor all rights granted by the Authority, StadCo or Manager to their respective advertisers and sponsors.

6.16 Website.

Concessionaire shall assist the Authority, StadCo, Manager and their respective Affiliates and all Stadium tenants in developing and maintaining food and beverage sections in their respective websites. Such assistance shall include, without limitation, (a) creating effective means of promoting the sale of Refreshments at Events and the use of the Stadium for Catered Events, (b) providing access to menus in different areas of the Stadium, (c) providing a means to book Catered Events online and through other modes of then-current information technology, and (d) providing a means for Suite licensees to place Refreshment orders online and through other modes of then-current information technology prior to Events.

6.17 Safety Plan.

Not less than sixty (60) days prior to the Commencement Date, Concessionaire shall submit to Manager for its approval a written plan describing Concessionaire's procedures for the (i) transport of materials and supplies, such as carbon dioxide bottles and beer kegs, during Events, including, without limitation, the routes and locations for movement and storage, and methods of handling such materials and supplies; (ii) storage of materials and supplies in the Stadium; and (iii) use and maintenance of all motorized vehicles of any type which are owned or operated by Concessionaire in the Stadium, including, without limitation, the type of fuel used to power such vehicles, maximum speeds of operation, routes and locations of travel and storage, maintenance schedules and procedures, and training procedures for Concessionaire personnel using such vehicles. Concessionaire shall make such modifications to any written plan covered by this Section 6.17 as Manager shall reasonably request from time to time.

6.18 Ethical Standards for Concessionaire.

Concessionaire represents and warrants to and covenants with Manager as of the Effective Date that Concessionaire, or its legal and authorized representative charged with such matters, has: (A) read **Exhibit H**, entitled "**Ethical Standards for Concessionaire**"; and (B) in evidence of its understanding of the terms of such **Exhibit H** and in connection with the execution and delivery of this Agreement, separately executed and delivered **Exhibit I**, entitled "**Affidavit of Compliance with Ethical Standards**."

ARTICLE VII

Indemnification and Insurance

7.1 Indemnification.

(a) Concessionaire shall indemnify, defend and hold harmless the Authority, Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) to the extent in connection with or arising out of (i) any breach by Concessionaire under this Agreement, (ii) the use or occupancy of the Stadium or Outside Areas by Concessionaire or its employees, agents or contractors, (iii) any activity, inactivity, work or thing done or permitted by Concessionaire or its employees, agents or contractors in or upon the Stadium or Outside Areas, including the performance of the Food and Beverage Services, or (iv) any injury or damage to any Person or to the property of any Person caused by the action or omission of Concessionaire or its employees, agents or contractors; excepting any claims to the extent caused by the negligence or willful misconduct of Manager. For the avoidance of doubt, nothing herein is intended to limit Concessionaire's rights to seek contribution for Losses from Manager, Authority, or any other party to the extent attributable to such party's negligence or willful misconduct.

(b) Manager shall indemnify, defend and hold harmless Concessionaire and its officers, directors, managers, members, partners, owners and employees from and against all Losses resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of any breach by Manager under this Agreement or injury or damage to any Person or to the property of any Person caused by the negligence or willful misconduct of Manager or its employees.

(c) If any claim, demand, action or proceeding is made or commenced by any third party (a **“Third Party Claims”**) against any party that is entitled to be indemnified with respect thereto under this Section 7.1 (the **“Indemnified Party”**), the Indemnified Party shall give the party obligated to provide the indemnity (the **“Indemnifying Party”**) prompt notice thereof; the failure to give such notice shall not affect the liability of the Indemnifying Party under this Agreement except to the extent the failure materially and adversely affects the ability of the Indemnifying Party to defend the Third Party Claim. The Indemnifying Party shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with the Indemnifying Party), (ii) the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at the Indemnifying Party’s expense, if the Indemnifying Party fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

7.2 Concessionaire’s Insurance.

(a) Throughout this Section 7.2, and as otherwise used in the Agreement, capitalized, insurance-related terms are intended to have those respective meanings as are used consistently throughout the commercial insurance industry in the United States. Except as otherwise set forth in this Section 7.2, on or within a commercially practicable time following the Effective Date and prior to commencing any work or activity at the Stadium pursuant to this Agreement, Concessionaire shall obtain and thereafter continue to maintain until the end of the Term the following insurance coverage, which shall be in form and substance reasonably satisfactory to Manager:

Type of Insurance

1. Workers’ Compensation Insurance
2. Employer’s Liability Insurance

Minimum Liability Limits

As required by applicable law
\$1,000,000 per occurrence
\$1,000,000 per employee
\$1,000,000 annual aggregate

- | | |
|---|--|
| 3. Commercial Automobile Liability Insurance | \$2,000,000 each accident |
| 4. Commercial General Liability Insurance | \$1,000,000 per occurrence
\$10,000,000 annual aggregate |
| 5. Liquor Liability/Dram Shop Liability Insurance | \$1,000,000 each common cause
and \$10,000,000 general
aggregate |
| 6. Crime Insurance | \$5,000,000 per occurrence |
| 7. Acts of Terror | Liability and Property coverages
shall provide coverage for acts of
terrorism to the broadest extent
possible, as available under the
Terrorism Risk Insurance Act
and/or stand-alone policies
providing such coverage |
| 8. All Risks Property Insurance | As required to replace (on a
replacement cost basis) all of
Concessionaire's personal
property at the Stadium |
| 9. Umbrella Liability Insurance | \$55,000,000 per occurrence and
in the aggregate |
| 10. Business Income (Extra Expense) Insurance
(included on the All Risk Property Policy) | Covering an interruption period of
not less than one (1) year, with a
limit of not less than twelve
months of net income and
continuing expenses. |

The limits of liability required for Commercial General Liability, Liquor Liability and Dram Shop Liability and Umbrella Liability may be satisfied by a combination of various primary and umbrella limits. Any such combination must be fully disclosed to and approved by Manager. Approval by Manager of any such combination of policies shall not release Concessionaire from its obligations regarding required coverage and limits related thereto.

(b) Concessionaire shall deliver to Manager at least thirty (30) days prior to the Commencement Date, and again at least ten (10) days prior to the expiration date of any then existing policies, (i) a certificate or certificates evidencing that such insurance coverages are in effect for a period of not less than one (1) year from the date of such certificate, and (ii) a certificate or certificates of insurance (or copies of policies if required under an insurance claim) including Manager and each Indemnified Party (also referred to as an “**Additional Indemnitee**”) as additional insureds on the commercial general liability, auto liability, liquor liability and umbrella liability, using Insurance Services Office (“**ISO**”) Endorsement CG 20 10 11 85 or the combination of CG 20 10 current edition and CG 20 37 current edition, or its equivalent with respect commercial

general liability. Concessionaire workers' compensation insurance shall contain a waiver of the insurer's right of subrogation in favor of Manager and each Indemnified Party. Concessionaire shall, for any subcontractor or independent contractor engaged in furtherance of its obligations under this Agreement, provide evidence to Manager that such subcontractor or independent contractor has insurance requirements reasonably requested by Manager prior to commencement of work or delivery of services by any such party. Concessionaire agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. All policies required herein with the exception of the Terrorism policy, shall contain a clause providing that such policies shall not be cancelled unless the insurance carrier shall have endeavored to give Manager at least thirty (30) days' advance written notice of such termination, and Concessionaire shall give Manager at least thirty (30) days' advance written notice of any proposed amendment to any material provisions thereof that are adverse to the named insured. If any policy expires or is cancelled, Concessionaire shall immediately furnish a new certificate evidencing renewal or replacement.

(c) Employer's Liability Insurance, Commercial Automobile Liability Insurance, Commercial General Liability Insurance, and Liquor Liability/Dram Shop Liability Insurance shall be provided on a standalone basis.

(d) Commercial General Liability Insurance, providing coverage at least as broad as ISO form CG 00 01, including coverage for (i) bodily injury and property damage, (ii) personal and advertising injury, (iii) products and (iv) completed and premises operations, all on an occurrence basis. Such policy shall not contain any exclusions except those customarily contained in such policies. Additional insured status shall expressly apply to products and completed operations as well as to premises operations coverage. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability per separation of insured clause.

(e) Commercial Automobile Liability Insurance, providing coverage at least as broad as ISO form CA 00 01, including bodily injury and property damage for all owned, non-owned, or hired vehicles used by Concessionaire in performing its obligations under this Agreement.

(f) Workers' Compensation Insurance provided under the terms of this Agreement shall comply with all statutes, rules and regulations of the State of California, and shall cover employees. To the extent permitted by law, an Alternate Employer Endorsement shall be included in the policy and shall be evidenced on any required Certificate of Insurance. The indemnification and hold harmless obligations of Concessionaire included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Concessionaire or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

(g) Employer's Liability Insurance provided under the terms of this Agreement shall cover all employees per policy terms and conditions and per statutes, rules and regulations of the State of California.

(h) Crime Insurance provided under the terms of this Agreement shall apply to acts of employee dishonesty and theft both inside and outside the Stadium, and shall provide coverage to funds and property held by Concessionaire on behalf of Manager, StadCo and/or the Authority. Manager, StadCo and the Authority shall be included as loss payees on Concessionaire's Crime Insurance to the extent of such funds and property as their interest may appear.

(i) Environmental Liability Insurance, if applicable, provided under the terms of this Agreement shall include bodily injury, property damage, and clean-up costs, including coverage for any claim, suit, or demand brought by any third party or on behalf of any governmental agency or authority, as a result of the actual, alleged, or threatened discharge, disposal, seepage, migration, release, or escape of any Hazardous Substance or pollutant due to Concessionaire. Any self-insured retention amounts shall be the sole responsibility of Concessionaire. The policy shall name Concessionaire, Manager, and Authority as additional insureds.

(j) All Risks Property Insurance provided under the terms of this Agreement shall include coverage in an amount sufficient to replace Concessionaire's personal property, including but not limited to: furniture, fixtures, Equipment, and inventory, and shall include coverage against the perils of, but not be limited to, earthquake, flood, windstorm or other insurable weather event, and acts of terrorism, whether committed by domestic or foreign entities, available under the Federal Terrorism Risk Insurance Act ("TRIA") and/or purchased under standalone policies; provided, however, that earthquake coverage and terrorism risk coverage shall only be required to be obtained to the extent that either such coverage is available on commercially reasonable terms.

(k) Umbrella or Excess Liability insurance provided under the terms of this Agreement will provide limits above the required Commercial General Liability, Commercial Automobile Liability, Liquor Liability/Dram Shop Liability and Employer's Liability primary limits.

(l) The commercial general liability, liquor liability and umbrella liability insurance required by Section 7.2(a) shall be primary and non-contributory to any other insurance coverage held by Manager or the Additional Indemnitees.

(m) Neither the Authority nor Manager, nor any Additional Indemnatee, shall be liable to Concessionaire, and Concessionaire waives all claims and rights of recovery it or any party claiming by, through or under Concessionaire may have against the Authority, Manager, the Additional Indemnitees by subrogation or otherwise, for any Loss suffered or incurred by Concessionaire or such other party to the extent of any proceeds actually received by Concessionaire from any insurance policy that Concessionaire is required to have in effect at the time of the Loss with the exception of the standalone terrorism, pollution liability and crime policies. Concessionaire shall not

be liable to Manager or to the Team and their Affiliates, and Manager waives (and will cause its Affiliates to waive and will use commercially reasonable efforts to cause the Authority to waive) all claims and rights of recovery it or any party claiming by, through or under Manager or its Affiliates or, to the extent possible, the Authority, may have against Concessionaire and its officers, directors, managers, members, partners, owners, employees and agents, by subrogation or otherwise, for any Loss suffered or incurred by Manager or its Affiliates or, to the extent possible, the Authority, or such other party to the extent such Loss is actually paid from proceeds under any insurance policy that Manager or its Affiliates or the Authority has in effect or is required to have in effect at the time of the Loss. Concessionaire and Manager shall cause their insurance carriers to include provisions in the applicable policies, with the exception of the standalone terrorism, pollution liability and crime policies, authorizing the foregoing waivers, and Manager will use commercially reasonable efforts to cause the Authority to cause its insurance carrier(s) to include provisions in the applicable policies authorizing the foregoing waiver.

(n) All insurance carriers providing the above coverage for Concessionaire must be authorized to do so in the State of California. All such carriers must also be rated no lower than A-VII by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to Manager.

(o) It is expressly understood and agreed by Concessionaire that the insurance requirements specified above require the use of occurrence liability forms with the exception of the pollution liability and where applicable and available.

(p) Each party agrees that the other party, shall not be liable for, and hereby releases the other party from, all claims for damage to property or business sustained resulting from any act or omission of any other tenants, licensees, permittees, or other occupants of the Stadium. The foregoing waiver and release is intended by Manager and Concessionaire to be absolute, unconditional and without exception.

(q) All of the limits of insurance required hereunder shall be subject to review by Manager and, in connection therewith, Concessionaire shall carry or cause to be carried such commercially reasonable and available additional amounts as Manager may reasonably require from time to time (whether by reason of changes in the consumer price index, claims made under certain insurance policies or otherwise).

(r) Should Concessionaire fail to procure, maintain, or pay for the insurance coverage required under this Section 7.2, the Authority and Manager, individually, shall have the right, but not the duty or obligation, to procure such insurance and pay the subject premiums. Concessionaire shall have the obligation to repay the Authority or Manager, as the case may be, immediately upon demand for all sums so paid by the Authority or Manager, including any interest, costs, and expenses associated with such payments by the Authority or Manager.

7.3 Manager's Insurance.

Throughout the Term of this Agreement (including any extensions thereof), Manager shall maintain in full force and effect the policies of insurance set forth hereinafter.

(a) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$5,000,000 in the aggregate. Each of the occurrence limit and annual aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Such insurance shall include coverage for products-completed operations liability, personal injury, property damage and bodily injury liability;

(b) Automobile Liability insurance covering liability arising out of Manager's use, operation and/or maintenance of any auto, whether owned, non-owned, leased, hired or borrowed, with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage;

(c) Workers' Compensation insurance covering all of Manager's employees who are engaged in furnishing the Services under this Agreement. Such insurance shall provide coverage and limits as required by statutory law, including Employer's Liability coverage with limits not less than \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit;

(d) Property Damage Insurance. Manager shall be responsible for maintaining all insurance for all of the furniture, fixtures and equipment utilized in connection with the Operations against property damage for one hundred percent (100%) of the replacement value of such assets.

ARTICLE VIII

Assignment

8.1 Concessionaire's Assignment.

Concessionaire shall not, without the prior written consent of Manager, directly or indirectly transfer (as defined in Section 8.2) or permit any transfer of this Agreement or any of its rights, duties or obligations hereunder, and any purported or attempted transfer in violation of this provision shall be void; provided, that Concessionaire may, with thirty (30) days' prior written notice to Manager and Manager's consent, which consent may not be unreasonably withheld, conditioned or delayed, pledge, assign or transfer this Agreement to an Affiliate, or to an assignee or transferee of all or substantially all of the business of Concessionaire, or any part thereof, whether by contract (upon acceptance of such assignee's creditworthiness, such acceptance not to be unreasonably withheld, conditioned or delayed) or by operation of law, so long as there is no change in Concessionaire's executive leadership, in connection with, or as a result of said pledge, assignment, or transfer.

8.2 Manager Assignment.

Manager may sell, assign, pledge and otherwise transfer or encumber (each, a **"Transfer"**) this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a **"Manager Assignee"**), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Manager's obligations under this Agreement. Upon reasonable prior notice from Manager, Concessionaire shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Concessionaire enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Concessionaire, nor to Concessionaire's knowledge, Manager is in material breach or violation of this Agreement.

8.3 Replacement of Manager.

Concessionaire acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Manager" for all purposes under this Agreement.

ARTICLE IX

Termination

9.1 Termination by Manager.

In addition to any other rights or remedies Manager may have, including without limitation under the provisions of Section 6.18 and the Exhibits relating thereto, Manager may terminate this Agreement by written notice to Concessionaire if: (a) Concessionaire fails to remit, for a period of thirty (30) days after receipt of written notice of demand therefor, any undisputed sums due and owing to Manager under this Agreement; (b) Concessionaire fails to correct to the reasonable satisfaction of Manager any condition created or controlled by Concessionaire that, in Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium or the Outside Areas within twenty-four (24) hours after receipt of written notice from Manager; (c) subject to the last sentence of this Section 9.1, Concessionaire fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of thirty (30) days after receipt of written notice from Manager of the particular failure to perform; (d) Concessionaire is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver,

trustee, or liquidator of all or substantially all of its property; (e) Concessionaire transfers or permits a transfer of this Agreement in violation of Section 8.1; (f) Concessionaire fails to obtain and/or maintain required licenses and permits under Section 6.3; (g) Concessionaire does not meet mutually agreed upon satisfactory performance level in two (2) consecutive Concessionaire Surveys reviews; or (h) the Stadium Management Agreement has been terminated. Concessionaire and Manager acknowledge and agree that, except for the circumstances described in clause (h) of the immediately preceding sentence, termination of this Agreement by Manager pursuant to this Section 9.1 shall be "for cause." If any failure that would otherwise entitle Manager to terminate this Agreement under Section 9.1(c) is the result of a Force Majeure, Manager shall not have a termination right under such Section 9.1(c) unless the failure continues unremedied until the earlier of (i) thirty (30) days after the condition constituting the Force Majeure has terminated or (ii) one hundred eighty (180) days from the commencement of such Force Majeure.

9.2 Termination by Concessionaire.

In addition to any other rights or remedies Concessionaire may have, Concessionaire may terminate this Agreement by written notice to Manager if: (a) Manager fails to remit, for a period of thirty (30) days after receipt of written notice of demand therefor, any undisputed sums due and owing to Concessionaire under this Agreement; (b) subject to the last sentence of this Section 9.2, Manager fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of thirty (30) days after receipt of written notice from Concessionaire of the particular failure to perform; or (c) Manager is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property. Concessionaire and Manager acknowledge and agree that termination of this Agreement by Concessionaire pursuant to this Section 9.2 shall be "for cause." If any failure that would otherwise entitle Concessionaire to terminate this Agreement under Section 9.2(b) is the result of a Force Majeure, Concessionaire shall not have a termination right under such Section 9.2(b) unless the failure continues unremedied sixty (60) days after the condition constituting the Force Majeure has terminated.

9.3 Effect of Termination or Expiration.

(a) Upon the termination or expiration of this Agreement, for any reason whatsoever, (i) Concessionaire shall immediately surrender possession of the Food and Beverage Facilities (including all Leasehold Improvements and any other improvements therein), Smallwares, uniforms, Customer Surveys and Equipment (and related manuals and software) to Manager, (ii) Concessionaire shall immediately assign to Manager or its designee(s) all right, title and interest of Concessionaire in and to all customer deposits and agreements relating to Catered Events and, subject to clause (iii) below, all other items purchased by Concessionaire in connection with the Food and Beverage Services (including uniforms, Smallwares, Office Equipment and warehouse and transportation equipment), (iii) Manager or its designee shall purchase from Concessionaire all Refreshments, paper products and other supplies purchased by Concessionaire in connection with the Food and Beverage Services that Manager reasonably determines are

saleable or usable in the ordinary course, at Concessionaire's cost, (iv) Concessionaire shall make all payments required to be made by Concessionaire under this Agreement, (v) to the extent permitted by applicable law, Concessionaire shall immediately surrender possession of and assign to Manager (or its designee) all permits and licenses acquired by Concessionaire in compliance with Section 6.3 and any Legal Requirements, (vi) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof; any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement, and (vii) Manager shall pay to Concessionaire the unexpensed portion (from the Investment Use Fee) of the Innovation Fund, Initial Capital Investment, and Refresh Investment paid to Manager prior to termination/expiration and the unamortized portion of the Hub for Next Generation Sports Entertainment Fund, in a single lump sum payment. The parties acknowledge and agree that Authority shall be the sole owner of any property purchased or created as a result of the Initial Capital Investment, the Innovation Fund, the Hub for Next Generation Sports Entertainment Fund, and the Refresh Investment. Concessionaire acknowledges and agrees that any unspent amounts of the Innovation Fund, Initial Capital Investment, and Refresh Investment paid to Manager prior to termination/expiration, and any unspent amounts of the Hub for Next Generation Sports Entertainment Fund and the Renewal and Replacement Account shall be retained by Manager and used in Manager's sole discretion upon termination/expiration of this Agreement.

(b) Upon Manager's receipt of notice that the Authority or StadCo intends to terminate the Stadium Management Agreement, Manager shall notify Concessionaire.

(c) Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

(d) Manager hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration or earlier termination of this Agreement, none of Manager, Team, StadCo, or the Authority, nor any of their respective Affiliates, or any subsequent concessionaire at the Stadium or any agent of such parties shall directly solicit any current salaried or management-level employee of Concessionaire or its Affiliates (including, but not limited to, Concessionaire's current director of operations, chefs, sous chefs and the managers of the various areas of the Food and Beverage Facilities) learned about solely due to the Food and Beverage Services to work in or in connection with the Stadium or the Food and Beverage Facilities as an employee, without Concessionaire's prior written approval, which approval can be granted or denied in Concessionaire's sole and absolute discretion. Concessionaire hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration or earlier termination of this Agreement, none of Concessionaire nor any of its Affiliates or agents shall directly solicit any current salaried or management-level employee of Manager learned about solely due to the Food and Beverage Services to work for or in

connection with Concessionaire as an employee, without Manager's prior written approval, which approval can be granted or denied in Manager's sole and absolute discretion. Any public announcements made upon the expiration or earlier termination of this Agreement shall be reasonably agreed upon in advance by Manager and Concessionaire.

ARTICLE X

Casualty Event

10.1 If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "**Casualty Event**"), Manager shall give Concessionaire a notice within ninety (90) days after the Casualty Event stating that the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the parties' obligations hereunder shall be abated during the rebuilding or restoration period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Concessionaire shall not be entitled to any monetary or other damages or compensation from Manager in the event of a Casualty Event.

ARTICLE XI

Miscellaneous

11.1 **Applicable Law.**

(a) This Agreement shall be governed by the laws of the State of California applicable to agreements made and to be performed entirely in the State of California.

(b) The federal and state courts located in Santa Clara County, California (together, the "**Designated Courts**") shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and by execution and delivery of this Agreement, each of Manager and Concessionaire submits to the exclusive jurisdiction of those courts, including the in personam jurisdiction of those courts, waives any objection to such jurisdiction on the grounds of venue or forum non conveniens or the absence of in personam jurisdiction and any similar grounds, consents to service of process on its registered agent by mail (in accordance with Section 11.7 or any other manner permitted by law), and irrevocably agrees to be bound by any judgment rendered thereby, subject to all applicable rights of appeal. So far as is permitted under Legal Requirements, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in the manner specified in this Section 11.1(b) or as otherwise permitted by

law, shall be necessary in order to confer personal jurisdiction over Manager or Concessionaire in any of the Designated Courts. Each party agrees that any final judgment against it from which it has not or may not appeal or further appeal in any suit, action or proceeding brought in a Designated Court of competent subject matter jurisdiction may, so far as permitted under Legal Requirements, be enforced in the courts of any jurisdiction of which such party is subject by a suit upon such judgment. Service of any process, summons or notice upon a party shall be sufficient if made in accordance with Section 11.7 below. Nothing in this Section 11.1(b) shall affect the right of any party to serve legal process in any other manner sufficient under law. Each party further agrees that it shall not commence any legal action against any other party relating to or arising under this Agreement in any court that is not one of the Designated Courts, unless the Designated Courts shall have determined that they lack subject matter jurisdiction to hear such action.

11.2 No Waiver.

No provision of this Agreement shall be deemed to have been waived by either party hereto unless such waiver is in writing and is signed by the party hereto against whom such waiver is asserted, and any such waiver shall be effective only for the specific purpose and in the specific instance in which given. The failure of either party hereto to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement, shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

11.3 No Brokers.

Concessionaire and Manager represent and warrant to each other that they have not dealt with any brokers or similar parties in connection with this Agreement and each party hereby indemnifies, defends and holds the other harmless from all costs, expenses or liabilities resulting from a breach by such party of its foregoing representation.

11.4 Binding Effect.

Subject to Article VIII, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.5 Whole Agreement; Captions.

This Agreement, the recitals hereto, and the exhibits attached hereto contain all of the covenants, promises and agreements between the parties concerning the subject matter hereof. It supersedes all prior agreements, arrangements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by the parties. Except as set forth in this Section 11.5, all prior agreements between the parties are hereby superseded and terminated in all respects. The term "including", whenever used in any provision of this Agreement, means including but without limiting the generality of any description preceding or succeeding that term. Captions and titles in this Agreement are for convenience of reference only and shall not be deemed part of this Agreement or used in its interpretation.

11.6 No Joint Venture.

Concessionaire is an independent contractor. Nothing in this Agreement shall be deemed to create a co-employer, partnership, joint venture or principal agent relationship between Manager and Concessionaire, or any of their respective Affiliates. Neither party hereto shall hold itself out to be anything other than an independent contractor, and neither party hereto shall incur or purport to incur liability on behalf of the other.

11.7 Notices; Approvals.

(a) Any and all notices, requests, demands, consents, approvals or other communications required to be given pursuant to this Agreement by any party shall be in writing and shall be validly given or made to the other party if served personally, sent by certified or registered mail, sent by facsimile transmission (with confirmation of successful transmission), sent by electronic mail or such other electronic means then currently available to both parties that permits confirmation of delivery, or sent by recognized national courier service. If the notice, request, demand or other communications are served personally, or by nationally recognized courier service, service shall be conclusively deemed to be made at the time of service. If the notice, request, demand or other communications are sent by electronic mail or such other electronic means then available, service shall be conclusively deemed to be made at the time confirmation of delivery is received by the sender. If the notice, request, demand or other communications are sent by facsimile transmission, service shall be conclusively deemed made the first business day following successful transmission. If the notice, demand or other communications are given by certified or registered mail, service shall be conclusively deemed made four (4) business days after deposit in the United States mail, addressed to the party to whom the notice, demand or other communication is to be given. Notices shall be provided to the following addresses (any of which may be changed upon like notice to the other parties to this Agreement that would require notice hereunder):

If to Manager, to:

Forty Niners Stadium Management Company LLC
4900 Marie P. DeBartolo Way
Santa Clara, CA 95054
Attention: Jim Mercurio, General Manager

with a copy (which shall not constitute notice) to:

Forty Niners Stadium Management Company LLC
4900 Marie P. DeBartolo Way
Santa Clara, CA 95054
Attention: Legal Affairs

Forty Niners Stadium Management Company LLC
4900 Marie P. DeBartolo Way

Santa Clara, CA 95054
Attention: Al Guido, President

Forty Niners Stadium Management Company LLC
4900 Marie P. DeBartolo Way
Santa Clara, CA 95054
Attention: Moon Javaid

If to Concessionaire, to:

Levy Premium Foodservice Limited Partnership
980 N. Michigan Avenue, Suite 400
Chicago, IL 60611
Attention: Andrew Lansing, President

With a copy to (which shall not constitute notice):

Levy Premium Foodservice Limited Partnership
980 N. Michigan Avenue, Suite 400
Chicago, IL 60611
Attention: General Counsel

(b) Where consent or approval of or authorization (each, a “**Consent**”) from Manager is required hereunder, such Consent shall mean a Consent in writing executed by an officer of Manager. Where Consent of Concessionaire is required hereunder, such Consent shall mean a Consent in writing executed by an officer of Concessionaire. To the extent that any Consent of a proposed action is required to be reasonable or commercially reasonable, the party whose Consent is sought shall give consideration to the views and financial needs of the other party and shall act in a timely and non-capricious manner.

11.8 Invalidity.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without affecting the validity of the remaining provisions of this Agreement. It is the intention of the parties that if any provision would be deemed invalid or unenforceable as written, that it be construed to apply to the greatest extent that would permit it to be valid and enforceable.

11.9 No Third-Party Beneficiary.

This Agreement shall not confer any third-party beneficiary rights on any other party except for the Authority, StadCo, its Affiliates, Manager’s Affiliates and, where expressly so provided, the Additional Indemnitees and tenants of the Stadium.

11.10 Limitation of Liability.

Neither Party's, nor their Affiliates', officers, directors, partners, members, managers, shareholders, consultants, agents or employees shall be liable in any manner or to any extent under or in connection with this Agreement, and each party and its successors and assigns shall look solely to the assets of the other for the satisfaction of any claims or judgments it may have. Neither Manager nor Concessionaire shall be entitled to seek, claim or collect damages in excess of the actual and direct damages actually incurred or sustained as a result of a breach or violation of this Agreement, except as expressly provided in Section 6.5 or as a result of a material, uncurable breach of either (x) Paragraph C of Exhibit F or a (y) health or safety code violation by Concessionaire, provided such breach does not result from a Force Majeure event. This shall not limit Concessionaire's right to recover the unexpensed amounts of the Innovation Fund, Initial Capital Investment and Refresh Investment or the unamortized portion of the Hub for Next Generation Sports Entertainment Fund from Manager as provided under Section 9.3.

11.11 Specific Performance.

Concessionaire hereby acknowledges and confirms that the remedies of Manager at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, hereby further acknowledges and confirms that, in the event of a breach or threatened breach by Concessionaire of the provisions of this Agreement, in addition to any remedies at law, Manager shall, without posting any bond, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available. In the event that Manager initiates such a claim for specific performance and fails to receive final injunctive relief, Manager shall be responsible for the reasonable costs (including without limitation reasonable outside attorneys' fees) incurred by Concessionaire in its defense of such claim.

11.12 Subordination.

This Agreement shall be subject and subordinate at all times to the terms and conditions of the Stadium Lease and the Stadium Management Agreement, and to the lien of any mortgage or deed of trust or other lien, heretofore or hereafter placed by the Team, Manager or their respective Affiliates upon any interest in the Stadium that any of them shall hold or own, and of all renewals, modifications, consolidations, replacements and extensions thereof (all of which are hereinafter referred to collectively as a "**Mortgage**"), all automatically and without the necessity of any further act on the part of Concessionaire or Manager to effectuate such subordination. Concessionaire shall, at the request of the Authority, Manager or the holder of (or trustee under) any Mortgage, bond indenture or other security agreement upon foreclosure thereof or termination of the Stadium Lease, attorn to such holder or trustee, as the case may be. Concessionaire shall also execute, seal, acknowledge and deliver, within fifteen (15) days after Concessionaire's receipt of demand, such further instrument or instruments evidencing such subordination of Concessionaire's right, title and interest under this Agreement.

11.13 Information Technology.

In connection with the services being provided hereunder, Concessionaire may need to

operate certain information technology systems not owned by the Manager ("**Non-Manager Systems**"), which may need to interface with or connect to Manager's networks, internet access, or information technology systems ("**Manager Systems**"). Concessionaire shall be responsible for all Non-Manager Systems, and Manager shall be solely responsible for Manager Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Concessionaire serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Concessionaire will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("**Data Protection Rules**"). If Non-Manager Systems interface with or connect to Manager Systems, then Manager agrees to implement forthwith, upon request from Concessionaire, the changes to the Manager Systems that Concessionaire reasonably requests and believes are necessary or prudent to ensure Concessionaire's compliance with the Data Protection Rules, which such costs shall be charged to Concessionaire as a Joint Operating Cost if such systems are intended to directly benefit the Food and Beverage Services at the Stadium or a StadCo Operating Cost if such systems are intended to solely benefit Manager's operations at the Stadium, as mutually agreed upon the parties. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this paragraph.

11.14 Further Acts.

The parties hereto agree to execute and deliver such instruments, and take such other actions, as may reasonably be required to carry out the terms of this Agreement and to consummate the transactions contemplated hereby.

11.15 Confidentiality

Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third-parties. Each party shall use industry leading standards and practices to protect Confidential Information provided or disclosed to the other party. "**Confidential Information**" as used in this Agreement shall mean all information disclosed by one party to the other party that is not generally known in the trade or industry and shall include, without limitation, (a) all information relating to the employees, staff, management, or other representatives of the other party (and in the case of Manager, also including StadCo, Authority, and Team) and its Affiliates, or the business operations and sales of the other party (and in the case of Manager, also including Team, StadCo, or the Authority) or its Affiliates, (b) any other sensitive or private information learned while providing the Food and Beverage Services, including Customer Information any and all financial information developed, produced, or created in association with the Food and Beverage Services, (c) trade secrets, drawings, schematics, inventions, know-how, software programs, and software source documents and information regarding plans for search, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers of the other party or its Affiliates; (d) existence of any business discussions, negotiations or agreements between the parties; (e) any information regarding the skills and compensation of employees, contractors or other agents of the other party or its Affiliates; (f)

Confidential Information of any third-party who may disclose such information to either party in the course of business; and (g) the terms of this Agreement. Each party's obligations set forth in this Section 11.15 shall not apply with respect to any portion of the Confidential Information to the extent it can be documented that: (a) it was in the public domain at the time it was communicated; (b) it entered the public domain subsequent to the time it was communicated through no fault of the other party; (c) it was in the other party's possession free of any obligation of confidence at the time it was communicated; (d) it was rightfully communicated to the other party free of any obligation of confidence subsequent to the time it was communicated; (e) it was developed by employees or agents of the other party independently of and without reference to any information communicated. In addition, either party may disclose the other party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, provided that the applicable party provides the other party with written notice prior to making such disclosure in sufficient time for the other party to investigate and prevent such disclosure. Each party agrees to promptly deliver to the other party the original and any copies of the Confidential Information upon the expiration or termination of this Agreement or as may be required by either party in its sole discretion. Upon request by either party, the other party further agrees to execute documentation as necessary to perfect the requesting party's right and title in such Confidential Information.

11.16 Survival.

The provisions set forth in Sections 2.3(i), 5.3(c), and 9.3(c), and the relevant provisions that are referred to therein, and Concessionaire's reporting and payment obligations resulting from Food and Beverage Services performed during the Term shall survive the expiration or termination of this Agreement

11.17 Arbitration

(a) Disputes Subject to Arbitration. Any dispute arising under or relating to this Agreement shall be resolved exclusively by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, with the venue of any such arbitration proceeding to be in Santa Clara, California or such other location as may be agreed by the Parties.

(b) Arbitrator. The arbitrator for any dispute shall be selected according to the Commercial Arbitration Rules of the American Arbitration Association.

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

(d) Expenses; Attorneys' Fees and Costs. The fees and expenses of the arbitrators shall be paid by the non-winning party. In addition, the winning party's reasonable attorneys' fees and costs shall be paid by the non-winning party.

11.18 Effectiveness of this Agreement.

The Manager and Concessionaire acknowledge and agree that the effectiveness of this Agreement is expressly conditioned upon the acceptance and approval of this Agreement by the Authority and StadCo within ninety (90) days of the Effective Date, as evidenced by their respective signatures where indicated below. If for any reason the Authority and StadCo do not both execute this Agreement where indicated below on or before such date, then this Agreement shall be of no force or effect unless such date is extended by the mutual agreement of the parties.

[Signatures appear on next page]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

MANAGER:

FORTY NINERS STADIUM MANAGEMENT
COMPANY LLC, a Delaware limited liability
company

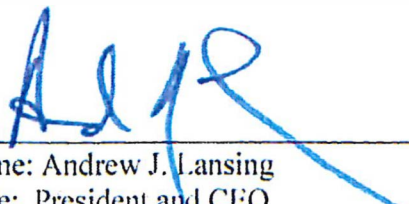
By: _____

Name: Al Guido

Title: President

CONCESSIONAIRE:

LEVY PREMIUM FOODSERVICE LIMITED
PARTNERSHIP, an Illinois limited partnership

By: _____

Name: Andrew J. Lansing

Title: President and CEO

ACCEPTANCE AND APPROVAL OF
THIS CONCESSIONS OPERATING AGREEMENT
BY THE SANTA CLARA STADIUM AUTHORITY
AND FORTY NINERS SC STADIUM COMPANY, LLC

By execution of this Concessions Operating Agreement (this "**Agreement**") where indicated below, the Santa Clara Stadium Authority (the "**Authority**") and Forty Niners SC Stadium Company, LLC ("**StadCo**") hereby accept and approve the terms, covenants and conditions set forth in this Agreement and hereby approve LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP, as the Stadium concessions operator.

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

APPROVED AS TO FORM:

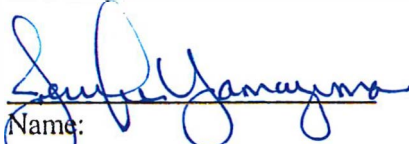


Name:
Authority General Counsel



Name:
Executive Director

ATTEST:

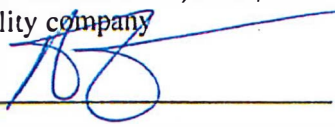


Name:
Authority Secretary

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

4/6/2018
Date

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

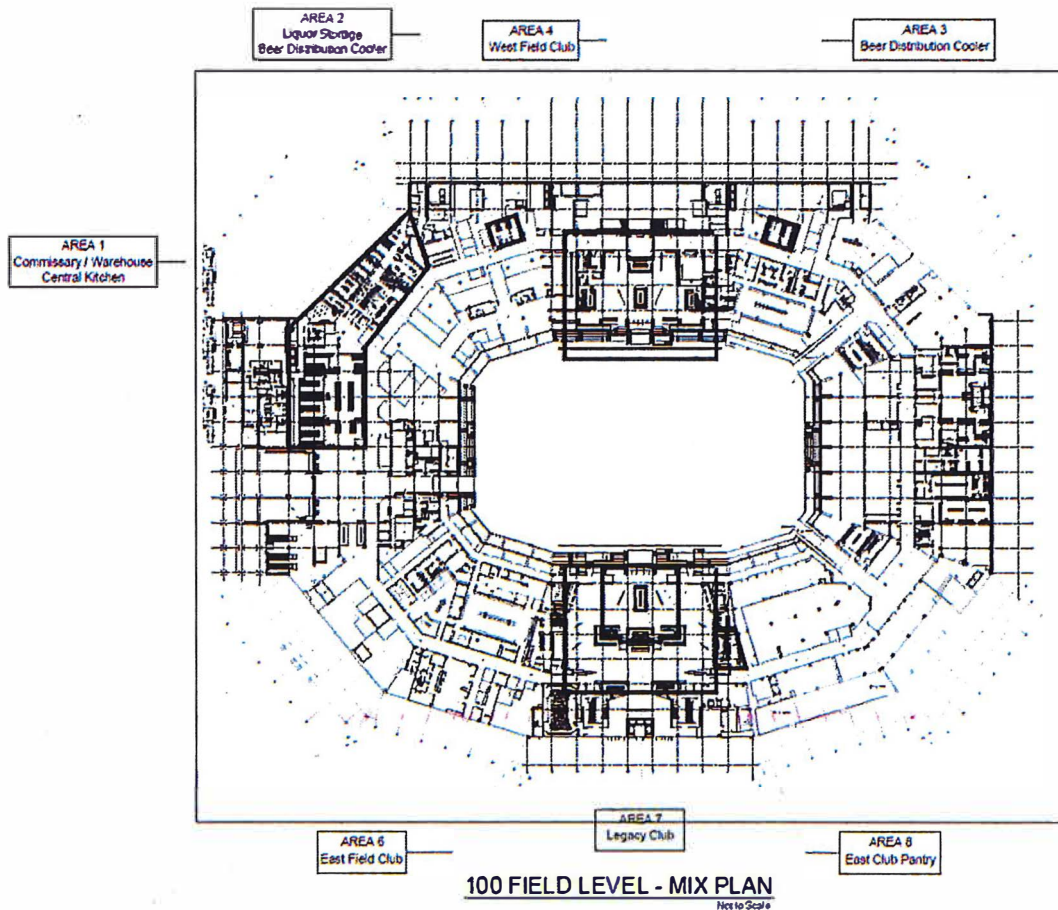
By: 
Name: Al Guido
Title: President

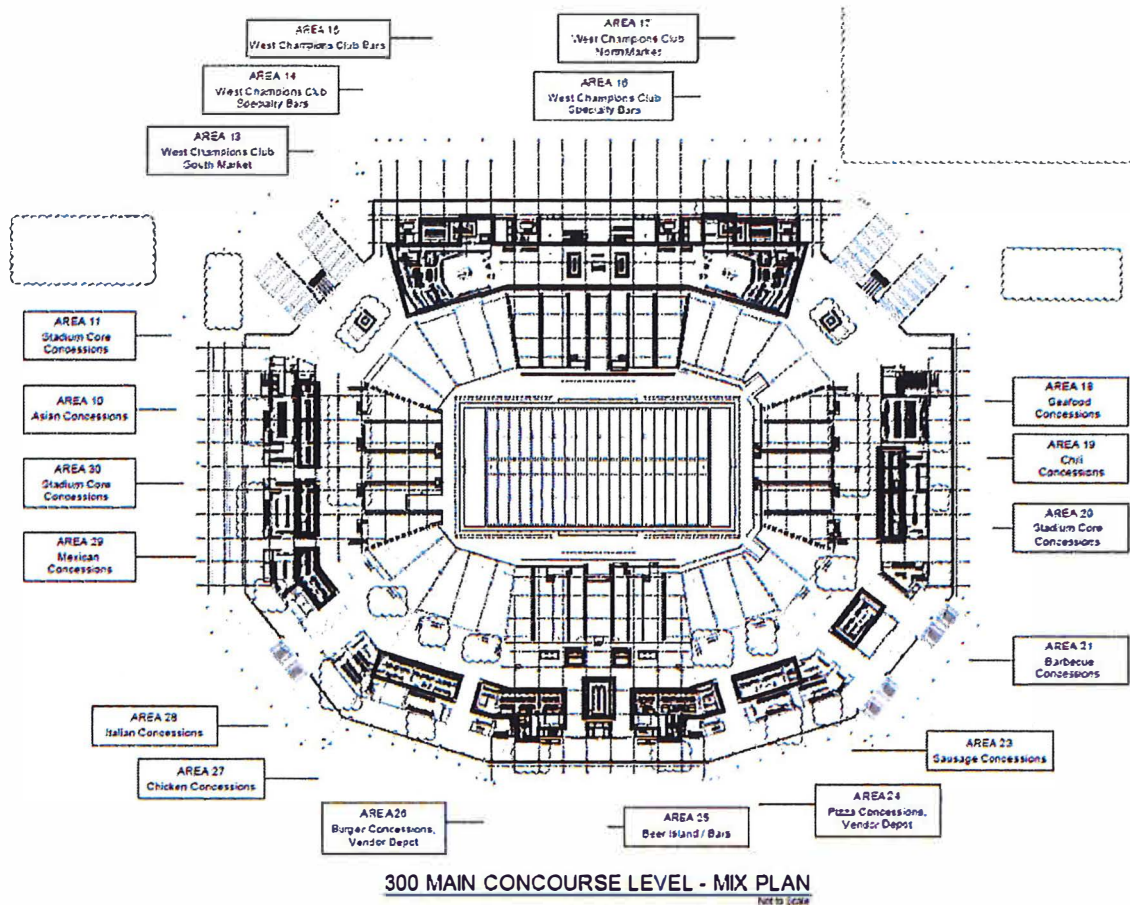
4949 Marie P DeBartolo Way
Santa Clara, CA 95054
Telephone: (408) 562-4949
Fax Number: (408) 727-4937

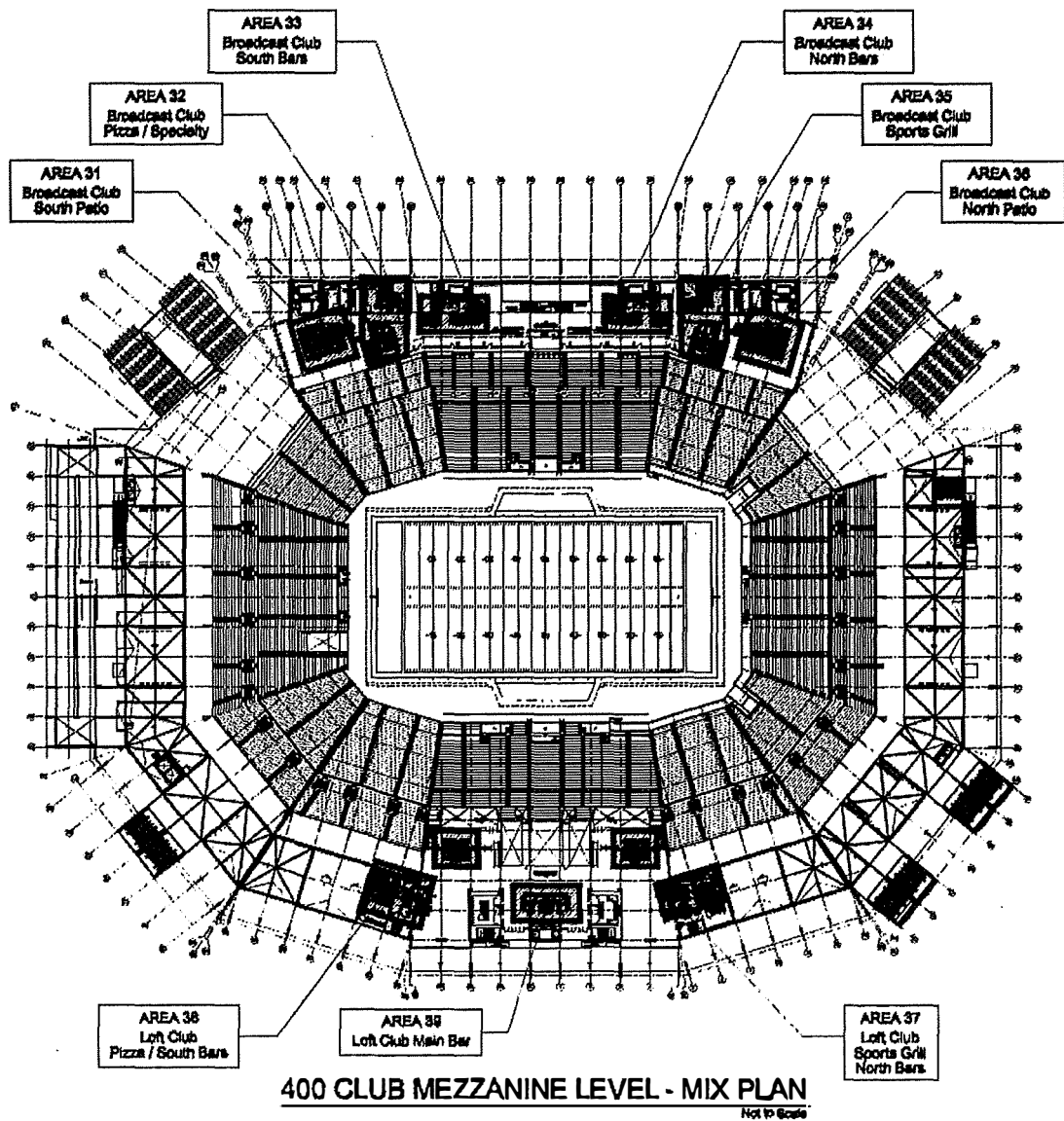
EXHIBIT A

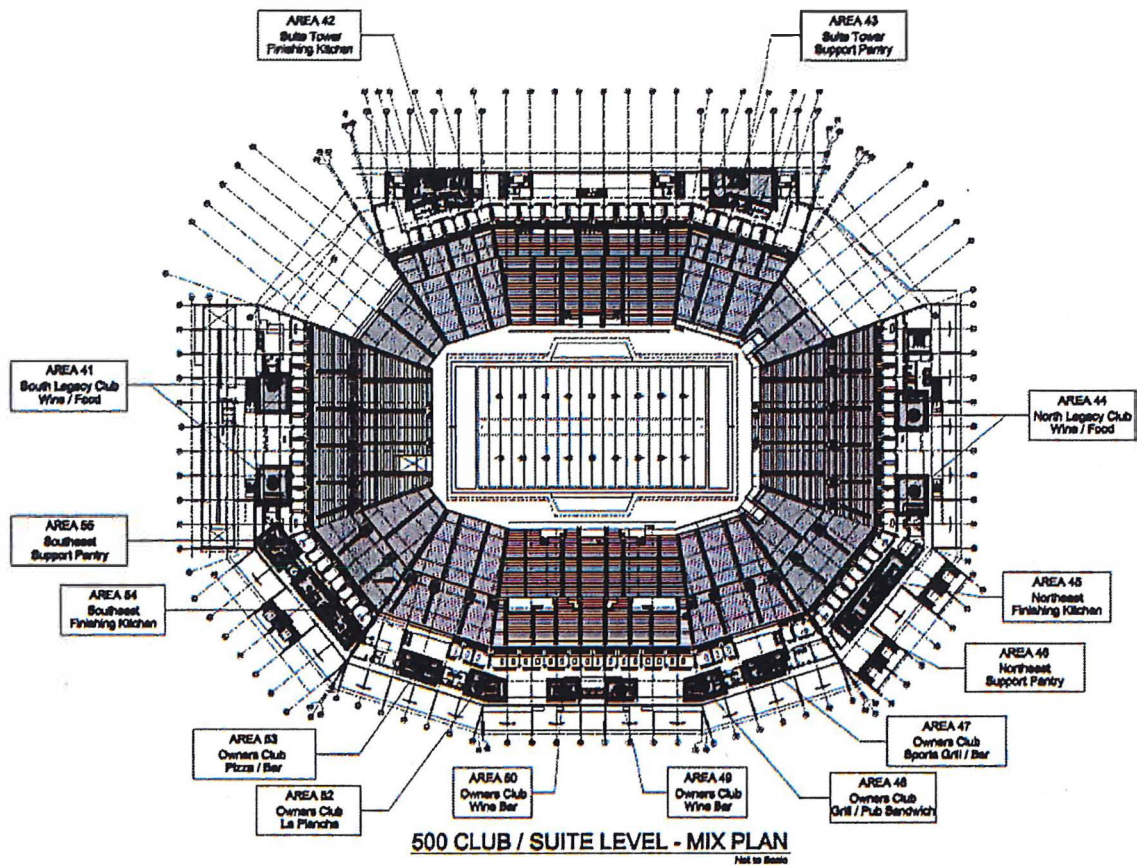
Drawings and Plans

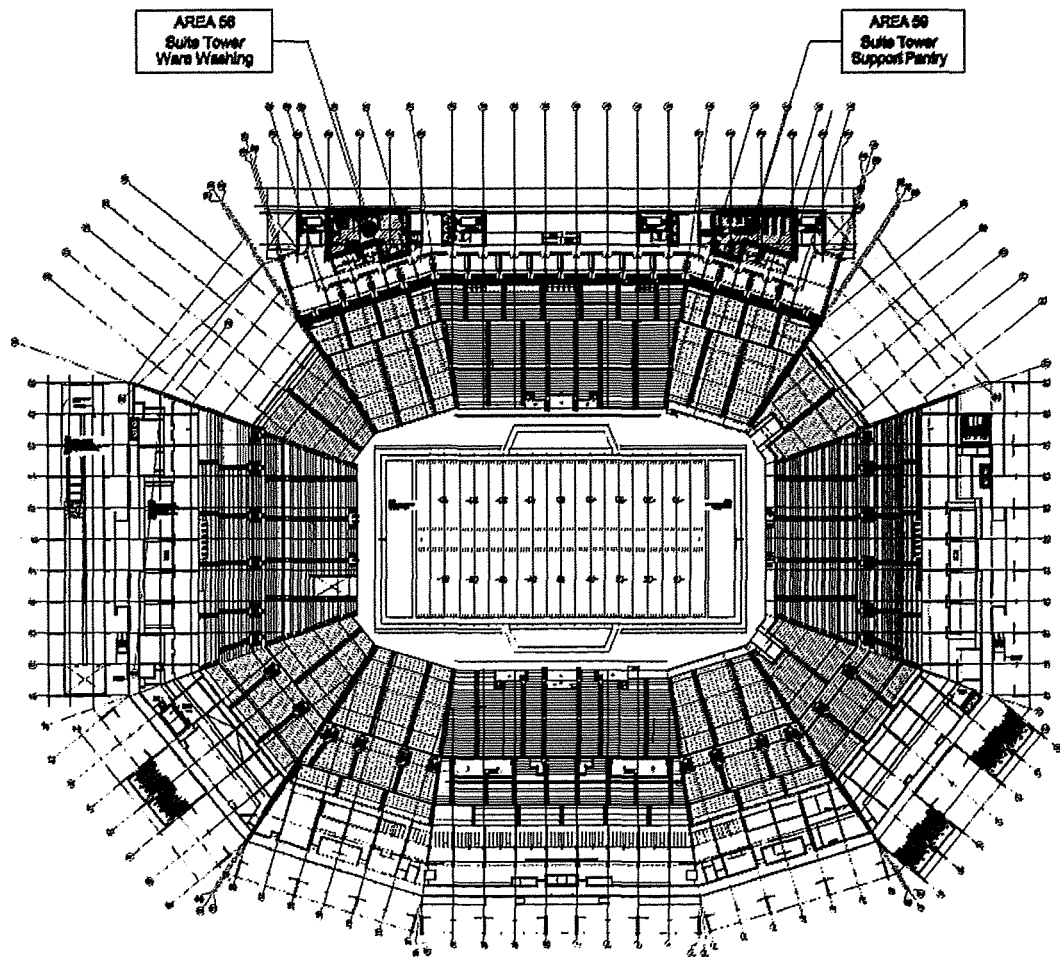
The Food and Beverage Facilities, the Leasehold Improvements and the Equipment shall be as shown in the following drawings or plans:



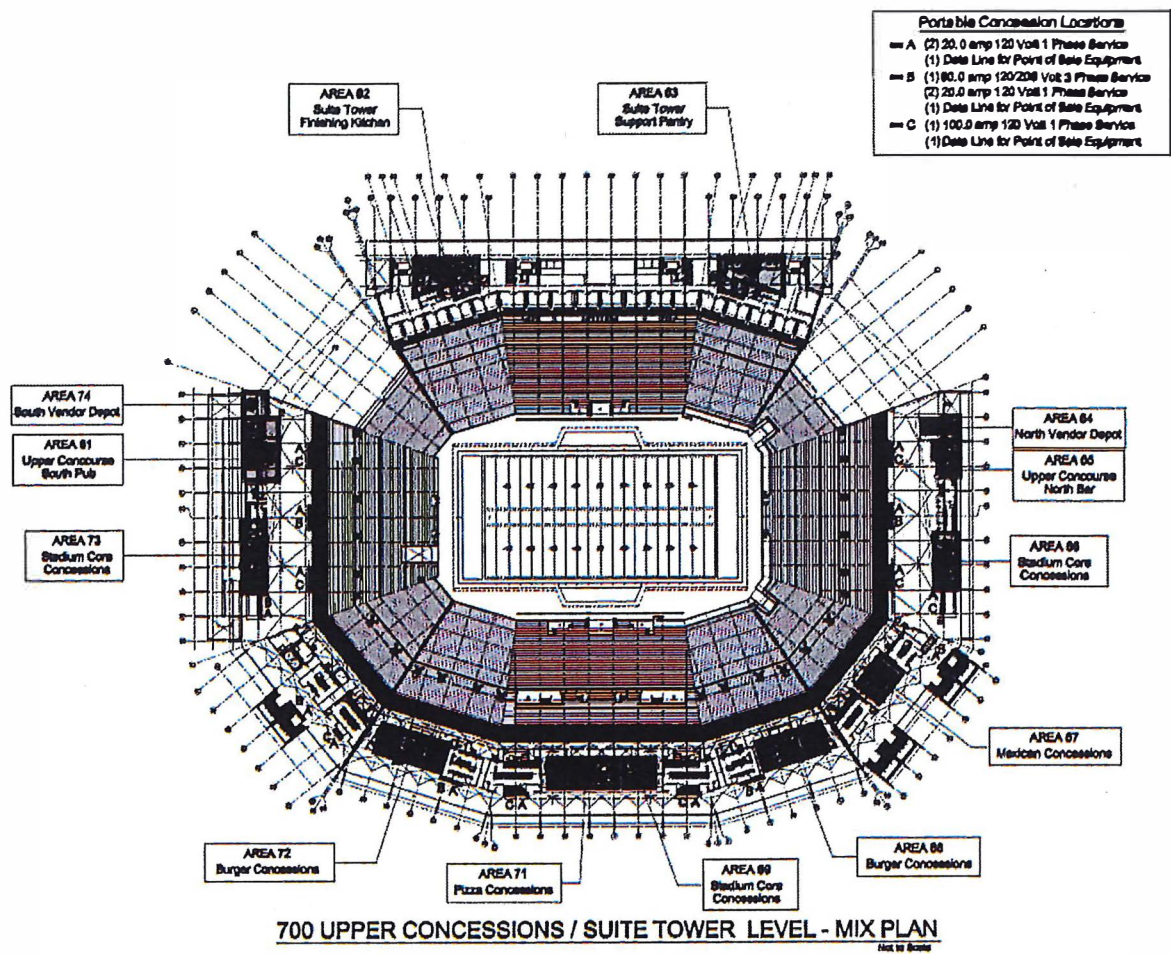


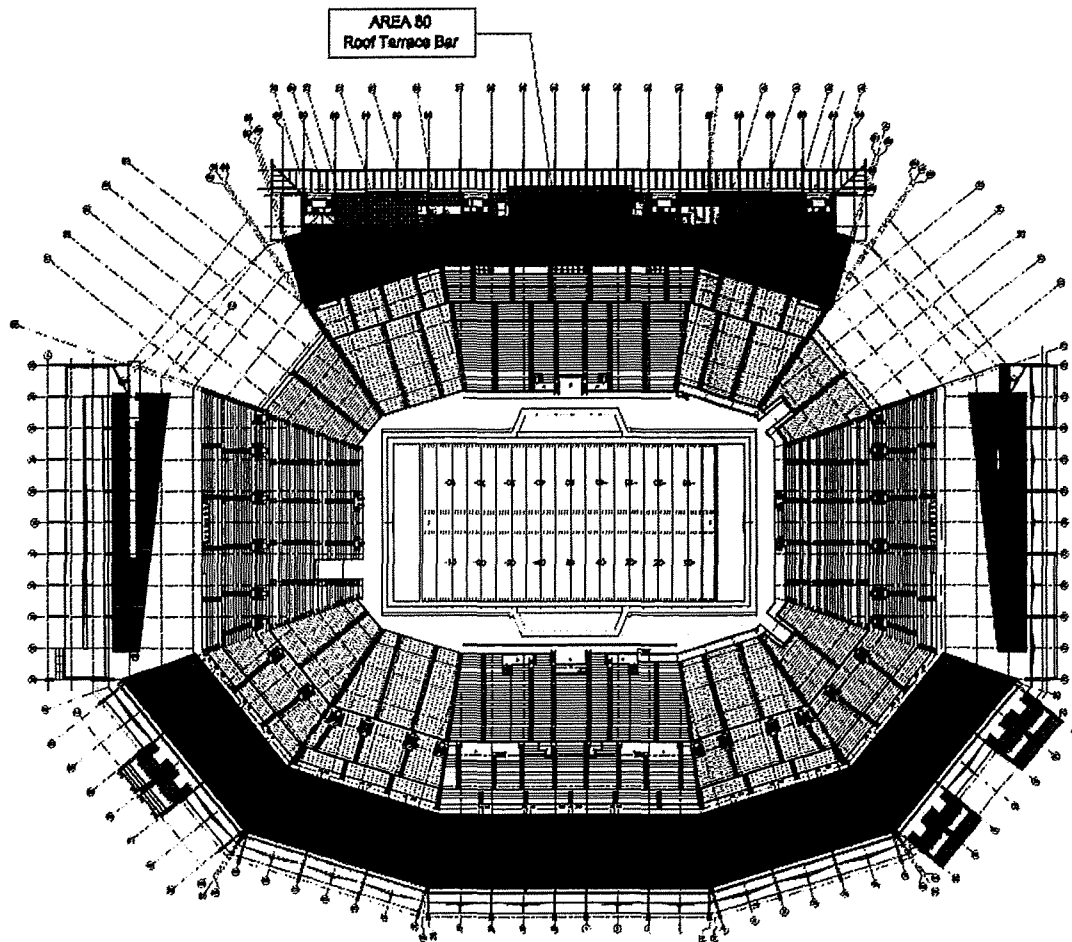




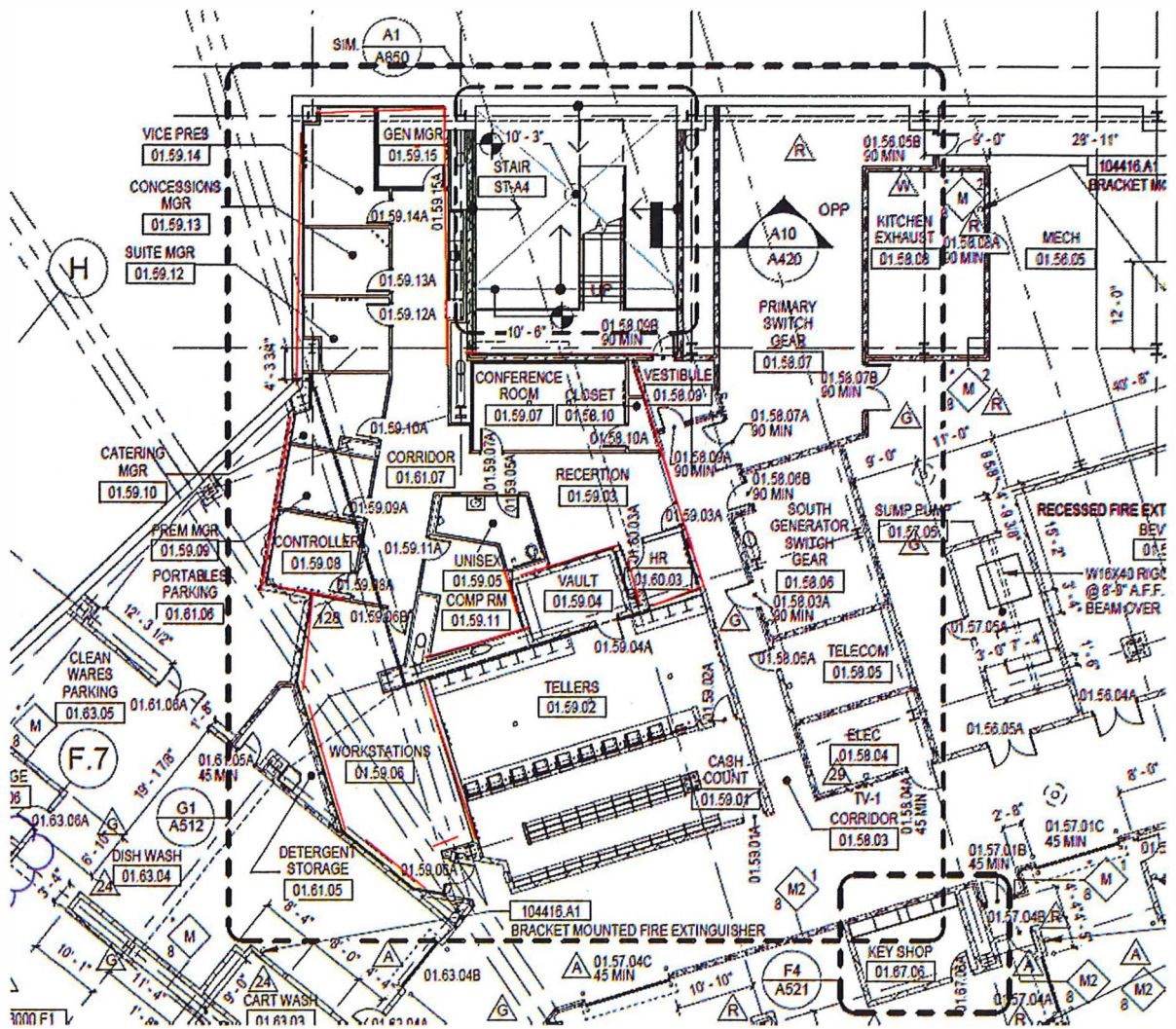


600 SUITE LEVEL - MIX PLAN
Not to Scale





900 ROOF TERRACE LEVEL - MIX PLAN
Not to Scale



Pictured above: Concessionaire administrative offices.

EXHIBIT B

Sample Budget/Operating Costs Report

OP ERATING INCOMES STATEMENT		PROFORMA							
LEVI'S S TADIUM									
	NFL		CITY					TOTAL	
Gross Sales									
Concessions	\$ %		\$ %					\$ %	
Clubs	\$ %		\$ %					\$ %	
Net Subcontractors	\$ %		\$ %					\$ %	
In Seat	\$ %		\$ %					\$ %	
Suites	\$ %		\$ %					\$ %	
Catering	\$ %		\$ %					\$ %	
	\$ %		\$ %					\$ %	
Gross Sales Total	\$ %		\$ %		%			\$ %	%
Other Income	NFL		CITY					TOTAL	
Service Charges and Gratuities	\$ %		\$ %					\$ %	
Other Income Total	\$ %		\$ %		%			\$ %	%
Adjustments to Gross Sales	NFL		CITY					TOTAL	
Sales Taxes									
Gratuities									
Cost F&B services									
Service Charges (paid to employees)									
Credit Card Fees									
Other									
Adjustments to Gross Sales Total	\$ %		\$ %		%			\$ %	%
Total Gross Receipts	\$ %		\$ %		%			\$ %	%
Product Cost	NFL		CITY					TOTAL	
Concessions	\$ %		\$ %					\$ %	
Clubs	\$ %		\$ %					\$ %	
Net Subcontractors	\$ %		\$ %					\$ %	
In Seat	\$ %		\$ %					\$ %	
Suites	\$ %		\$ %					\$ %	
Catering	\$ %		\$ %					\$ %	
Product Cost Total	\$ %		\$ %		%			\$ %	%
Payroll	Directly Attributable Costs				Joint Expenses		Total Joint	TOTAL	
	NFL		CITY		NFL	CITY			
Management	\$ %		\$ %					\$ %	
Hourly Labor	\$ %		\$ %					\$ %	
Service Charge	\$ %		\$ %					\$ %	
Taxes, Benefits, Workmen's Compensation & Union	\$ %		\$ %					\$ %	
Payroll Total	\$ %		\$ %		%			\$ %	%

	Directly Attributable Costs		Joint Expenses		Total Joint Expenses	
Operating Expenses	NFL	CITY	NFL	CITY		TOTAL
Advertising and Classifieds (Recruiting)	\$ %	\$ %				\$ %
Alarm	\$ %	\$ %				\$ %
Armored Car Service	\$ %	\$ %				\$ %
Audit Fees	\$ %	\$ %				\$ %
Bank Charges	\$ %	\$ %				\$ %
Bond Expense	\$ %	\$ %				\$ %
Brand Franchise / Royalty Fees	\$ %	\$ %				\$ %
Cleaning Supplies	\$ %	\$ %				\$ %
Computer/Software Fees	\$ %	\$ %				\$ %
Customer Survey Costs	\$ %	\$ %				\$ %
Dues/ Subscriptions	\$ %	\$ %				\$ %
Entertainment	\$ %	\$ %				\$ %
Equipment Rental	\$ %	\$ %				\$ %
Flowers/ Music	\$ %	\$ %				\$ %
Ice	\$ %	\$ %				\$ %
Insurance	\$ %	\$ %				\$ %
Laundry/ Linen	\$ %	\$ %				\$ %
Licenses and Permits	\$ %	\$ %				\$ %
Menus	\$ %	\$ %				\$ %
Office Expenses	\$ %	\$ %				\$ %
Paper Supplies	\$ %	\$ %				\$ %
Pest Control	\$ %	\$ %				\$ %
Postage / Freight	\$ %	\$ %				\$ %
Printing	\$ %	\$ %				\$ %
Professional Fees	\$ %	\$ %				\$ %
Recruiting Expense	\$ %	\$ %				\$ %
Relocation Expense	\$ %	\$ %				\$ %
Smallwares	\$ %	\$ %				\$ %
Telephone	\$ %	\$ %				\$ %
Trash Removal	\$ %	\$ %				\$ %
Travel and Meals	\$ %	\$ %				\$ %
Utilities	\$ %	\$ %				\$ %
Uncollectible Amounts	\$ %	\$ %				\$ %
Uniforms	\$ %	\$ %				\$ %
Vehicle Expense/ Shuttle	\$ %	\$ %				\$ %
Other	\$ %	\$ %				\$ %
Operating Expenses Total	\$ %	\$ %				\$ %
Joint Expenses	\$ %	\$ %				
Total Operating Costs	\$ %	\$ %				\$ %

Exhibit B – Sample Budget/Operating Costs Report

PROFITS AVAILABLE FOR DISTRIBUTION		\$ %		\$ %					\$ %
---	--	------	--	------	--	--	--	--	------

Concessionaire Preference Payment		\$ %		\$ %					\$ %
Investment Use Fee		\$ %		\$ %					\$ %
Renewal and Replacement Amount		\$ %		\$ %					\$ %
Annual 49ers Preference		\$ %		\$ %					\$ %
Commissions to City		\$ %		\$ %					\$ %
Levy Management Fee		\$ %		\$ %					\$ %

NET RECEIPTS		\$ %		\$ %					\$ %
---------------------	--	------	--	------	--	--	--	--	------

49ers Share of Net Receipts		\$ %		\$ %					\$ %
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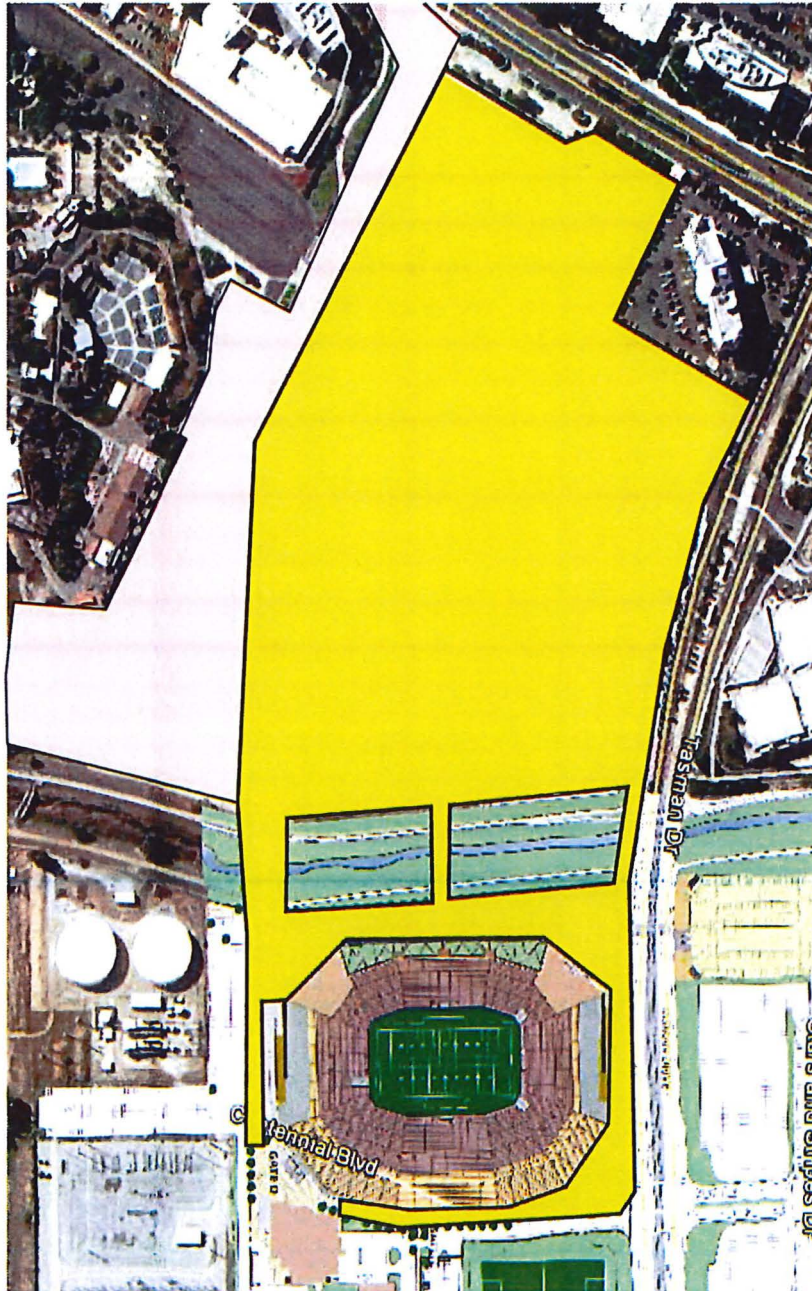
PROFITS PAYABLE TO 49ERS		\$ %		\$ %					\$ %
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EXHIBIT C

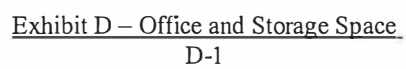
Outside Areas

EXHIBIT C

"Outside Areas" are identified in yellow on this diagram



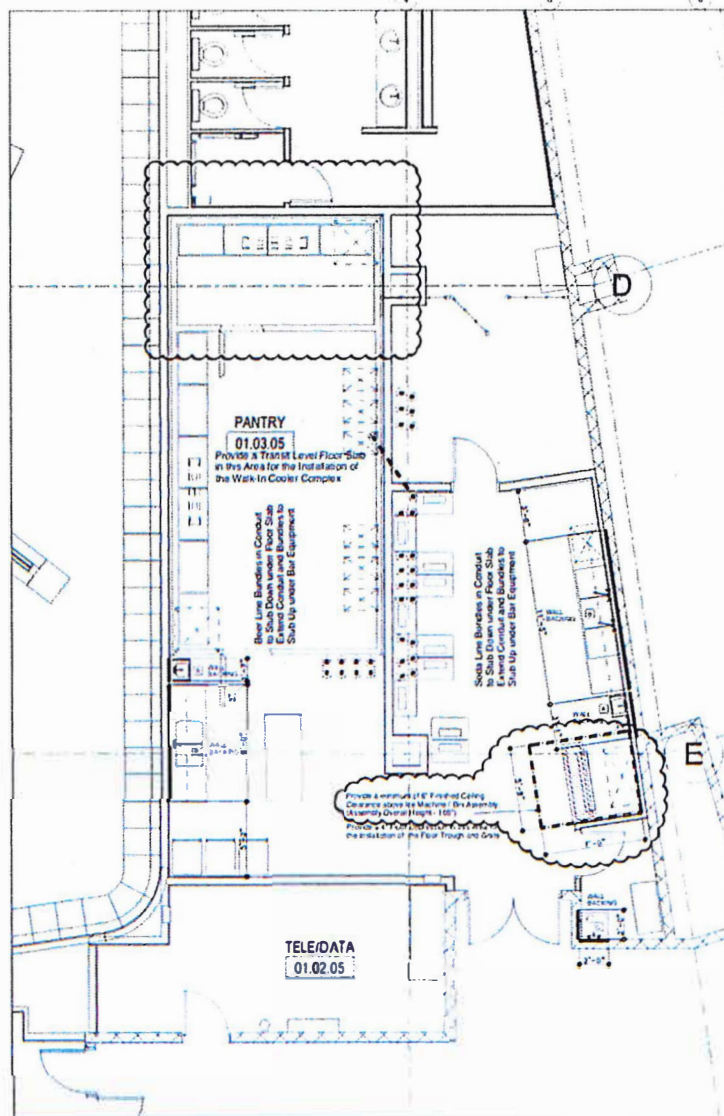
Office and Storage Space



BUILDING CONDITIONS		
	FLOOR DEPRESSION	
	WAINUT END	
	NON-COMPRESSED WALL MATERIAL (Verify Requirements with Local Codes)	
	FINISHED WALL OPENING	
	SLEEVE THROUGH WALL	
	WALL BIDDING	
	CONDUIT STUD AND RUN	

WALL BACKING SCHEDULE		
Type	Installation Height	Equipment Description
A	30" to 34" AFF	HAND SINK ASSEMBLY
B	34" to 37" AFF	WALL MOUNTED SINK
C	37" to 42" AFF	WIP SINK FAUCET
D	42" to 52" AFF	FIRE SUPPRESSION PULL BOX
E	52" to 72" AFF	PRE-INSULATED FAUCET, WIP RACK
F	52" to 80" AFF	WATER FILTER ASSEMBLY
G	From finished ceiling down to 34" AFF	FIRE SUPPRESSION SYSTEM
H	34" to 64" AFF	SOAP/STAIN DISPENSER

THE INTENT OF WALL BACKING IS TO PROVIDE SUPPORT FOR ALL WALL MOUNTED EQUIPMENT. LOCATIONS SHOWN ON THE DRAWINGS ARE MINIMUMS. HEIGHTS EXCEEDING THE WALL BACKING TO THE NEXT STUD, IN EACH DIRECTION, SHALL BE BACKING. WALL BACKING SHALL BE CONSTRUCTED OF CONCRETE BLOCK AND THEREFORE WALL BACKING MAY NOT BE REQUIRED.



Area 8 - East Club Pantry Plan
Level 100
Scale: 1/4" = 1'-0"

EXHIBIT E

Example Employee Training Program(s)

Concessionaire is committed to provide a highly motivated, very professional and truly inspired on-site service team for the Stadium. First, we seek to hire people who are eager to serve others. It is then our obligation to provide them the tools to successfully cater to Stadium guests. At the core of this effort is Concessionaire's training program is a series of modules that provides our team the foundation to succeed. Our mandatory training sessions for all employees and not-for-profit volunteers include, but are not limited to the following topics:

Orientation

Extraordinary Guest Service

Job Task

Employee and Food Safety

Responsible Service of Alcohol

Each training session is aided by an audio/visual presentation and is sensitive to individual learning styles to maximize success. Concessionaire conducts written tests on the material presented in the session to ensure full understanding, and to identify areas that may need reinforcement, and we provide a certificate for each module completed.

ORIENTATION. As one would expect, orientation welcomes the new employee to Concessionaire's and to the Stadium. In addition to providing an overview of policies and procedures, we introduce them to their responsibility and role in providing you extraordinary experiences.

EXTRAORDINARY GUEST SERVICE. The goal of Concessionaire's guest service training is to provide our employees the tools and motivation to provide "Craveable Experiences" for our guests. Throughout the training process employees are taught to understand their role in our overall guest service and loyalty strategy and how their department and each individual contributes to guest enjoyment.

JOB SKILLS TRAINING. All employees receive skills training in the tasks specific to their position. For instance, our quick service department training materials include sessions for cashiers, stand managers, culinary personnel, and our service attendants.

RESPONSIBLE SERVICE OF ALCOHOL: "TEAM OR TIPS TRAINING." Where alcohol is served, Concessionaire requires all managers and service staff to attend ongoing training in alcohol awareness programs (TiPS, TEAM or state certification programs). All new hires must complete alcohol awareness training within 30 days of hire and attend updates every six months. If an employee fails to complete the program within the mandated time frames, he

or she will not be eligible to work until completion of the coursework can be verified. All participants must pass a test at the end with a grade of ninety percent or better to become certified. Employees who fail are not allowed to work in Alcoholic Beverage serving positions.

SAFE FOOD HANDLING: "SERVSAFE TRAINING." All employees who handle food including front-of-house and our culinary team are required to attend a ServSafe quality assurance program. An industry expert performs an interactive training program, designed to educate employees regarding critical food safety. During this training program participants receive valuable information regarding safe food practices and are given the tools and information to apply critical food safety practices to everyday situations.

TRAINING FREQUENCY. Each new employee must complete at minimum 5 of the applicable training courses before serving guests. This process is typically 5 to 6 hours with a quiz session for each. This formal training is supported by continuous pre-service training refreshers, a poster program, and ongoing communications. Each subsequent season, the veteran employee must re-take all courses (less orientation).

EXHIBIT F

Service Levels

A. Concessionaire shall provide all Food and Beverage Services in a professional, "First Class" manner ("First Class," as used in this Agreement, means that Concessionaire's services shall be of the highest quality offered in NFL stadiums, commensurate with the current standards at three (3) top-quality NFL stadiums and in accordance with 1) the terms of this Agreement; 2) all applicable legal requirements; 3) all reasonable standards established from time to time by the Manager relating to health, safety, quality, design, operating matters, and customer satisfaction (i.e. fans) and; 4) all rules and regulations imposed by the Manager relating to the use of the Stadium.

B. All Refreshments provided by Concessionaire hereunder shall be of premium quality and shall be prepared, stored and served in a healthy and gracious manner, with due regard for the level of First Class service required under the preceding Paragraph A. Concessionaire shall cause its roving vendors to comply with any and all standards or requirements that may be promulgated by the Manager from time to time.

C. Concessionaire shall maintain sufficient inventory of Refreshments at the Stadium (and at each point-of-sale within the Stadium operated by Concessionaire) in order to fulfill Concessionaire's obligations to provide the Food and Beverage Services for the entirety of each Event at the Stadium. Without limitation, Concessionaire acknowledges and agrees that Concessionaire shall maintain inventory (at all times, at each location selling such items) of the top five revenue generating items in each of the Food, Alcoholic Beverages, and Non-Alcoholic Beverages categories, as determined by the previous year's sales for similar event types or as selected by Manager in its sole discretion.

Service Areas Cheat Sheet

Room	Position	Level	Capacity	Payment	Serviceware
BNY Mellon Club East	East	1	510	All Inclusive	China*
Brocade Club	East	1	1,326	Cash	Disposable
BNY Mellon Club West	West	1	442	All Inclusive	China*
United Club	West	3	3,338	Cash	Disposable
Levi's 501 Club	East	3	2,422	Cash	Disposable
General Concessions	Varied	3 & 7	55,006	Cash	Disposable
Yahoo! FantasyFootball Lounge	West	4	1,314	Cash	Disposable
Citrix Owners Club and Owners Club Suites	East	5	586	All Inclusive	China
Executive Suites	West	TBD	412	Cash	China*
Team Suites	TBD			Cost	China*
Naming Rights Suite	TBD			Cost	China*
Black Oak Casino Resort Suites	North/South			Cash	China*
Black Oak Casino Resort Club	North/South			Cash	China*
Verizon Press Level	West	8	912	Cost	Disposable
StadCo Suite(s)	TBD	TBD	TBD	Cost	Disposable
Plazas				Cash	Disposable
Parking Lots				Cash	Disposable
Catering	Varied	TBD	TBD	Cash	TBD
Employee Meal	TBD	TBD	TBD	Cost	Disposable

* *Serviceware to be china, glass and silver, to the extent reasonably practicable*

EXHIBIT G

Manager's Share of Net Receipts¹

Concessionaire shall pay to Manager the following percentages of Net Receipts (which is calculated based on NFL Events):

Total Amount of Annual Net Receipts	Manager's Share of Net Receipts	Concessionaire's Share of Net Receipts
\$0 - \$3,000,000	90%	10%
\$3,000,001 - \$3,500,000	87.5% (on the increment)	12.5% (on the increment)
Greater than \$3,500,000	85% (on the increment)	15% (on the increment)

By way of example, Net Receipts totaling \$4,000,000.00 would be split as follows:

Total Amount of Annual Net Receipts	Manager's Share of Net Receipts	Concessionaire's Share of Net Receipts
\$0 - \$3,000,000	\$2,700,000	\$300,000
\$3,000,001 - \$3,500,000	\$437,500	\$62,500
Greater than \$3,500,000	\$425,000	\$75,000

Authority's Commissions

Concessionaire shall pay to Manager the following percentages of Gross Receipts from Authority Events:

Gross Receipts	Large Events (>25,000)	Small Events (<25,000)
Concessions	48%	40%
Clubs	35%	35%
In Seat	48%	40%
Suites	20%	20%
Catering and Catered Events	25%	25%
Net Subcontractors	50%	50%

¹ This Agreement is contingent upon the Team playing the majority of its Home Games at the Stadium.

EXHIBIT H

Ethical Standards for Concessionaire

Termination of Agreement for Certain Acts.

- A. Manager may terminate this Agreement in the event any one or more of the following occurs:
1. If the Concessionaire² does any of the following:
 - a. Is convicted of operating a business in violation of any Legal Requirements;
 - b. Is convicted³ of a crime punishable as a felony involving dishonesty⁴;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a commercial contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Concessionaire; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Concessionaire can be imputed to Concessionaire when the conduct occurred in connection with the individual's performance of duties for or on behalf of Concessionaire, with Concessionaire's knowledge, approval or acquiescence, Concessionaire's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

² For purposes of this Exhibit H, "Concessionaire" means Levy Premium Foodservice Limited Partnership, and any person who controls or who has the power to control Levy Premium Foodservice Limited Partnership, or a primary corporate stockholder (i.e., a person who owns more than ten percent (10%) of the outstanding stock (or membership interests, as the case may be) of Levy Premium Foodservice Limited Partnership), and who is active in the day to day operations of Levy Premium Foodservice Limited Partnership.

³ For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

⁴ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

EXHIBIT I

Affidavit of Compliance with Ethical Standards

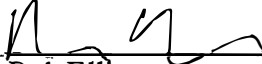
I, Rob Ellis, hereby state that I am Executive Vice President and Chief Financial Officer of Levy Premium Foodservice Limited Partnership and that I have read and understand the language, entitled "Ethical Standards for Concessionaire" set forth in **Exhibit H** to this Agreement. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Concessionaire" contained in the Ethical Standards for Concessionaire at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) included in the definition of "Concessionaire" in **Exhibit H** to this Agreement has been convicted of any one or more of the crimes identified in the Ethical Standards for Concessionaire within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**LEVY PREMIUM FOODSERVICE
LIMITED PARTNERSHIP**

an Illinois limited partnership

By: 

Name: Rob Ellis

Title: Executive Vice President/CFO

Address: 980 N. Michigan Ave., Suite 400

Telephone Number: 312-664-8200

EXHIBIT J

Sample Event Checklist (To be completed before every Event)

Pre-Event

Staffing

- ☐ Anticipated Attendance and Staffing Ratios below:

Area	Attendance	Staff	Ratio
Lower Bowl			
Upper Bowl			
Clubs			
Field			
Total			

- ☐ All staff have undergone appropriate training
- ☐ Confirm Suite Attendants (3/Team Suite, 1/Owners, 1/Every 2 Remaining Suites)

Menu

Confirm All-Inclusive Service Tier Menu:

	Tier A	Tier B	Tier C	Tier D
BNY East	☐	☐	☐	☐
BNY West	☐	☐	☐	☐
Citrix	☐	☐	☐	☐
Trophy	☐	☐	☐	☐

- ☐ Number of Pre-Orders: _____
- ☐ Number of Runners (In-Seat): _____
- ☐ List of Closed Concessions:

NFL Events Only:

- ☐ Confirm food truck attendance

Truck 1 _____

Truck 2 _____

Truck 3 _____

- ☐ Free Snack Offering:

Brocade _____

Levi's _____

United _____

Yahoo _____

Post Event

Improvements needed for next event:

Exhibit K

Cost F&B Services Reporting

	House Charges	All Inclusive	Total
Service Area 1: (for example, Owner's Club)			
Sales			
Direct COGS			
Labor			
Management			
Hourly Labor			
Service Charges			
Taxes, Benefits, Workmen's comp, and Union			
Total Labor			
Other (Please add detail)			
Direct Expenses			
Net			
Service Area 2: (for example, BNY East)			
Sales			
Direct COGS			
Labor			
Management			
Hourly Labor			
Service Charges			
Taxes, Benefits, Workmen's comp, and Union			
Total Labor			
Other (Please add detail)			
Direct Expenses			
Net			
Service Area 3: (for example, BNY West)			
Sales			
Direct COGS			
Labor			
Management			
Hourly Labor			
Service Charges			
Taxes, Benefits, Workmen's comp, and Union			
Total Labor			
Other (Please add detail)			
Direct Expenses			
Net			

EXHIBIT L
Transitional Expenses

Position	# Nights - Assuming a 90 Day Transition	Lodging Estimate Based on 150/Night	Estimated Flight Cost - Avg. Flight 400.	Transportation (\$45/day rental car)	Meals	Total
Culinary	20	\$3,000.00	\$1,600.00	\$900.00	\$1,000.00	\$6,500.00
HR	50	\$7,500.00	\$2,000.00	\$0.00	\$2,500.00	\$12,000.00
Training & Development	15	\$2,250.00	\$1,200.00	\$0.00	\$750.00	\$4,200.00
Purchasing	30	\$4,500.00	\$1,600.00	\$1,350.00	\$1,500.00	\$8,950.00
E15/Curiology	15	\$2,250.00	\$800.00	\$675.00	\$750.00	\$4,475.00
Operational Support	50	\$7,500.00	\$2,000.00	\$2,925.00	\$1,250.00	\$13,675.00
TOTAL						\$49,800.00