

**SUPER BOWL L
STADIUM LICENSE MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered effective March 19, 2013, by and between the National Football League, an unincorporated association (the "NFL"), and the Santa Clara Stadium Authority, a Joint Exercise of Powers Entity (the "Licensor"), which is the owner of the stadium located at 4949 Marie P DeBartolo, known as Santa Clara Stadium (the "Stadium").

The NFL has invited cities to bid for the right to serve as the host for Super Bowl L (the "Designated Super Bowl"), and has provided interested cities' host committees with a document entitled "NFL Super Bowl Host City Bid Specifications" (the "Bid Specifications") as well as an Application to Bid To Host Super Bowl L (the "Application"). As a part of its response to the Application and the Bid Specifications (collectively, the "Bid"), SF SB Committee, Inc. (the "Host Committee") has proposed the Stadium as the site for the Designated Super Bowl. In conjunction with the Bid, Licensor desires to provide the following irrevocable offer, commitment and assurances to the NFL regarding the Stadium.

1. USE OF THE STADIUM. Licensor represents that the statements made in the Bid relating to the use of the Stadium are true and correct. Except as disclosed in the Bid, the Stadium complies with all of the physical and other requirements set forth in the Bid Specifications relating to the Stadium. If the NFL awards the Super Bowl to the city of San Francisco, the NFL and the Licensor shall prepare a full license agreement (the "License") reflecting the terms set forth in this MOU, as well as other terms and conditions set forth in the Bid relating to the Stadium. Without limiting the scope of the prior sentence, the License will incorporate the terms of Section I of the Bid relating to: (a) license dates; (b) staffing and operational costs; (c) temporary installations; (d) waiver of rental fee; (e) food and beverage services and sales; (f) novelties and programs sales; (g) parking; (h) advertising, signage and commercial rights; (i) the trademark and trade-name license from the Stadium to the NFL; (j) NFL control over all broadcasting rights; (k) NFL control over all tickets, passes, accreditations or other access credentials; (l) security; (m) field access, condition and painting; (n) NFL control over all Stadium club, restaurant, meeting and hospitality facilities; and (o) insurance requirements. If the Bid contemplates the use of property owned by Licensor for the NFL Experience or other official NFL events ("Other Events"), the NFL (or an NFL affiliate) and the Licensor shall prepare a full license agreement (the "Ancillary Licenses") reflecting the terms and conditions set forth in the Bid relating to the site of such Other Events ("Ancillary Site").

2. INDEMNIFICATION. In the License and the Ancillary Licenses (if any), each party shall agree to indemnify of the other in connection with their own negligent or wrongful acts or omissions in connection with the Designated Super Bowl and Other NFL Events held at the Stadium or Ancillary Sites. Stadium's indemnification obligations shall extend to the NFL, its thirty-two professional member clubs (the "Member Clubs"), NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC, NFL

Foundation, Inc. and each of their respective affiliates, and subsidiaries and their respective officers, directors, agents, employees, sponsors and licensees (collectively the “NFL Entities”).

3. INSURANCE. The License and Ancillary Licenses (if any) shall specify that Licensor, at its own expense and not subject to reimbursement, shall carry and maintain at its own expense during the entire term of the License and Ancillary Licenses (if any) the following insurance programs provided by insurers rated A.M. Best, A-VII or better.

A. Liability Insurance. Licensor’s insurance will be primary and NFL’s insurance, if any, will be non-contributory and excess. When providing the required limit of insurance using a combination of primary and umbrella and/or excess policies, Licensor will confirm on the certificate of insurance that the umbrella and/or excess policies follow form to the primary insurance and will drop down in the event of exhaustion of the primary insurance. Such liability insurance will name the NFL Entities as additional insureds. Such insurance must include:

(i) Comprehensive Commercial General Liability insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury, and no exclusion for beverage alcohol liability, and no exclusion for liability arising from food-borne illness, in an amount of at least One Hundred Fifty Million Dollars (\$150,000,000.00) per occurrence and One Hundred Fifty Million Dollars (\$150,000,000.00) in the aggregate;

(ii) Commercial Automobile Liability insurance (which includes all owned, leased, hired and non-owned automobiles), including coverage for bodily injury and property damage, endorsed for all owned, hired and non-owned vehicles in an amount of at least Five Million Dollars (\$5,000,000.00) per occurrence; and

B. Workers’ Compensation. Licensor will carry: (i) a program of workers’ compensation insurance in an amount and form which meets all applicable statutory requirements, and which specifically covers all employees who provide services by or on behalf of Licensor and all risks to such persons under this Agreement, and (ii) employers’ liability insurance in an amount of at least Five Million Dollars (\$5,000,000.00).

4. GOVERNING LAW. The NFL and the Licensor shall use their best efforts to resolve any conflict between them arising under or in connection with this MOU, the License or any Ancillary Licenses. Any dispute that cannot be resolved among the parties relating in any way to this MOU, the License or any Ancillary Licenses shall be resolved by binding arbitration by a mutually approved arbitrator acting in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be the exclusive forum for resolving any dispute among the parties. All parties shall continue to perform all of their obligations under this MOU, the License or any Ancillary Licenses pending the outcome of such arbitration. Both parties waive all rights to assert claims for punitive damages but not consequential damages. Each of the NFL and the Licensor shall pay one half (1/2) of the fees and expenses of the arbitrators, unless directed otherwise by the arbitrators’ award. Any arbitration concerning this MOU, shall be conducted in New York, New York, and either party will have the right to

enforce or confirm the award or determination in its favor by an action commenced in the Supreme Court of the State of New York, County of New York or in the United States District Court, Southern District of New York; and both parties hereby consent to the jurisdiction of both such courts.

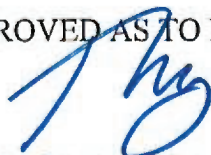
5. TERMINATION. This MOU shall terminate upon the earliest of the following to occur: (a) by the mutual written consent of the NFL and the Licensor; (b) the award of the Super Bowl to a city other than San Francisco; (c) the relocation of the NFL franchise football team which is a resident of the Stadium on the date of this MOU to another stadium located outside of Santa Clara; (d) if the Stadium is under construction, the construction is not likely to be completed by the date required by the NFL; or (e) the full execution of the License and all Ancillary Licenses contemplated by the Bid.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date set forth above.

SANTA CLARA STADIUM AUTHORITY

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

APPROVED AS TO FORM



RICHARD E. NOSKY, JR.
Authority General Counsel

ATTEST:



ROD DIRIDON, JR.
Authority Secretary



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03/21/13

Date

NATIONAL FOOTBALL LEAGUE
an unincorporated, not-for-profit association

By: 

Name: FRANK SUPOVITZ

Title: SENIOR VP, Events

Date: 10/21/13