

FINAL DRAFT
September 19, 2025
[Changes to August 22, 2025 Draft Highlighted]

SUPER BOWL LX LEAGUE EVENT AGREEMENT

This SUPER BOWL LX LEAGUE EVENT AGREEMENT (“Agreement”) is made and entered into effective as of September __, 2025 (“Effective Date”) by and among the Santa Clara Stadium Authority, a California joint powers authority (“Authority” or “Stadium Authority”), the City of Santa Clara, a chartered municipal corporation (“City”), the Bay Area Host Committee, a California nonprofit mutual benefit corporation (“BAHC”), the Forty Niners SC Stadium Company LLC, a Delaware limited liability company (“StadCo”), and the Forty Niners Stadium Management Company LLC, a Delaware limited liability company (“ManCo”). The parties are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. WHEREAS, the NFL has selected Levi’s Stadium (“Stadium”) as the host facility for Super Bowl LX, to be held on February 8, 2026.
- B. WHEREAS, in such event, Article 21 of that certain Amended and Restated Stadium Lease Agreement between Authority and StadCo entered into as of June 19, 2013, and amended thereafter, (“Stadium Lease”), contemplates a “League Event Agreement” setting forth the terms, and each Party’s responsibilities, for hosting a Super Bowl at the Stadium. In addition, that certain Stadium Management Agreement, dated March 28, 2012, and as amended thereafter (the “Management Agreement”), by and between Authority, StadCo and ManCo, provides further rights and obligations as to the management and operations of events at the Stadium.
- C. WHEREAS, the Parties have negotiated the terms for and now desire to enter into this Agreement to serve as the “League Event Agreement” for Super Bowl LX.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

1. Nature of this Agreement; Term.

1.1. The Parties acknowledge and agree that this Agreement is a “League Event Agreement” as contemplated by Article 21 of the Stadium Lease. Accordingly, except as expressly set forth in this Agreement, all rights and responsibilities of StadCo and the Authority under the Stadium Lease with respect to Super Bowl LX as an NFL Event shall remain in effect. To the extent there is a conflict between the terms of this Agreement and the terms of the Stadium Lease, the terms of this Agreement shall govern. Capitalized terms not expressly defined herein shall have the meanings ascribed in the Stadium Lease.

1.2 The Term of this Agreement begins on the Effective Date and will expire when all the Parties have satisfied their respective obligations hereunder.

2. Super Bowl Services, Plans and Cost Estimates.

2.1. Super Bowl Activities and Support Services.

2.1.1 For purposes of this Agreement, “Super Bowl Activities” shall be comprised of the Super Bowl LX game (“Game”), and certain designated Super Bowl related special events (“Designated Events”) taking place in and within the security perimeter of the Stadium before, during and after the Game. Upon mutual agreement of the Parties, Super Bowl Activities may be expanded to include events and activities that require public security services, such as in and around hotels and other facilities within the City used by the NFL teams, friends and family of the NFL teams, and NFL officials/contractors (“Hotel/Facility Use”), and other Super Bowl related activities in the City initiated or requested by BAHC on behalf of the NFL occurring outside the security perimeter of the Stadium (“Related Activities”).

2.1.2 The Parties agree that Super Bowl Activities will require that City, acting separately and/or in concert or association with the NFL and federal and state agencies, provide certain planning and event day(s) public safety, transportation management (event ingress and egress), emergency medical response and logistics support services, along with certain required materials and equipment (collectively, “Super Bowl Services”) (as more particularly defined below). City agrees to provide the Super Bowl Services in connection with the Super Bowl Activities on the terms set forth in this Agreement. “Super Bowl Services” shall consist of those planning and event day(s) services, equipment and materials reasonably required and expected to be provided by City for the safe and successful conduct of Super Bowl Activities in accordance with the City’s “Super Bowl Services Master Plan” as described in Section 2.2, below. Super Bowl Services are to be provided by City personnel such as: on-duty and off-duty police officers, fire personnel, medical personnel, traffic management personnel, other public safety personnel, as well as other personnel from the City and other jurisdictions (pursuant to agreements between such other jurisdictions and the City), and other City contractors. For purposes of this Agreement, Super Bowl Services, and the costs related thereto, shall be comprised of “Event Planning and Training Services,” “Actual Event Services,” projected to be provided from the date seven (7) days prior to the Super Bowl LX until two (2) days after the event, “Required Equipment Costs” (as more particularly described in Section 3.4.6, below, and “Miscellaneous or Unanticipated Expenses” (as more particularly described in Section 3.4.7, below.) A more detailed summary of Super Bowl Services is attached hereto as **Exhibit A**.

2.2. Event Planning

2.2.1 In General. The City will prepare, in regular consultation with the other Parties, plans for the City’s provision of Super Bowl Services. The consultation among the Parties will be as needed, with such frequency and at the times agreed-upon by the Parties, leading up to the scheduled Super Bowl Activities. In preparation of the necessary plans, the City will consult with ManCo, BAHC, and the NFL and others as may be appropriate, but final approval of all plans for the provision of Super Bowl Services for Super Bowl Activities (collectively, the “Super Bowl Services Master Plan”) will be in City’s sole discretion. All components of the Super Bowl Services Master Plan will, at a minimum, conform to applicable federal, state, and local laws and regulations, as well as, subject to such laws, any NFL-specific requirements for the conduct of the Super Bowl Activities.

2.2.2 SBLX Public Safety Plan. One key component of the Super Bowl Services Master Plan will be the “SBLX Public Safety Plan.” City shall take the lead on preparing and shall solicit stakeholder input, on a regular and consistent basis, in the preparation, refinements, and finalization of such plan. Stakeholders shall include federal, state and regional governmental authorities with jurisdiction, and designated security personnel from the NFL, BAHC and ManCo. The SBLX Public Safety Plan may be periodically updated to respond to stakeholder comments and changes in security requirements or threat assessments and, in City’s discretion, stakeholders shall be re-engaged for further input. The final SBLX Public Safety Plan shall be consistent with all applicable federal, state, regional, and City requirements and, so long as such requirements are feasible and not inconsistent with applicable laws and Santa Clara Police Department security standards or determinations, NFL requirements. City shall have final input and approval authority over the SBLX Public Safety Plan and will be the local law enforcement authority responsible for the implementation of the SBLX Public Safety Plan. This includes coordination with other federal, state and regional law enforcement officials/departments, contracting with and oversight of other regional/local law enforcement agencies, and actual City staff deployment and provision of assigned Super Bowl Services under the SBLX Public Safety Plan. The SBLX Public Safety Plan will include among other necessary and appropriate terms as determined by the City and the stakeholders, provisions for Event Overview, Goals and Objectives, Roles and Responsibilities, Incident Command System (ICS) Framework, Risk Assessment, Emergency Communications Plan, Crowd Management Plan, Security Measures, Emergency Medical Service (EMS), Evacuation Plan, Severe Weather Preparedness, Coordination with Federal Resources, Community Impact Mitigation (enhanced policing of areas in the vicinity the Stadium, consistent with existing public safety practices, reasonably tailored to any specific needs arising from unique aspects of the Game, the Designated Events and any Related Activities), and reasonable and necessary Post-Event Review.

2.3. Cost Estimates

2.3.1 Preliminary Estimated Costs. In order to facilitate budgeting and fundraising efforts with respect to Super Bowl Activities, City has developed a preliminary estimate for the cost components comprising the Super Bowl Services for which it is expecting payment from BAHC (“Preliminary Cost Estimate”). This Preliminary Cost Estimate is set forth on **Exhibit B** attached hereto and incorporated herein by this reference. The estimate includes projected costs for Super Bowl Services comprised as follows: “Event Planning and Training Services,” “Actual Event Services,” projected to be incurred from the date seven (7) days prior to the Super Bowl LX until two (2) days after the event, and “Required Equipment Expenses” (as more particularly described in Section 3.4.6, below).

2.3.2 Updated Cost Estimates. From and after the Effective Date, each Party shall, on an ongoing basis, exercise good faith efforts to identify, gather and share any and all available new or additional information necessary to allow for City to refine and update its Preliminary Cost Estimate. On or about November 15, 2025, and January 15, 2026, City/Stadium Authority shall submit an updated version of their Preliminary Cost Estimate to BAHC and StadCo (each an “Updated Cost Estimate” and collectively the “Updated Cost Estimates”). Updated Cost Estimates shall include offsets for amounts of Super Bowl Services costs already paid ~~and any identified cost reductions and any other applicable offsets~~. In addition, if at any time after the Effective Date any Party learns of additional information that is

reasonably expected to result in a change to the then current Updated Cost Estimate by a factor of five percent (5%) or greater of the total (each a “Material Cost Adjustment”), such Party shall promptly notify all other Parties in writing of such Material Cost Adjustment. Any Updated Cost Estimate generated hereunder shall be dated and incorporated into an updated version of **Exhibit B**. In addition to these specific obligations, the Parties agree to regularly meet and confer as needed or as requested by any Party regarding event costs and responsibilities, and to share relevant information they may obtain with all other Parties that may affect overall event costs or responsibilities regardless of impact or their own cost or responsibility areas.

2.3.3 Nature of Estimates. While City has endeavored to develop the Preliminary Cost Estimate in good faith, using commercially reasonable means and methods, and will endeavor to develop any and all Updated Costs Estimates similarly, all Parties acknowledge and agree that (a) such estimates are based upon assumptions regarding the scope of required services and information available at the time; (b) some of the information upon which City is relying was obtained from third parties; (c) such assumptions and information are expected to change over time as assumptions are refined, and new or better information becomes available; (d) any or all of these factors are likely to result in modifications to the Updated Cost Estimates and, ultimately, actual final costs incurred in connection with the Super Bowl LX Event (“Final Costs”) that could substantially vary from the Preliminary Cost Estimates; and (e) subject to each Party’s obligations under this Agreement to exercise reasonable efforts to endeavor to provide accurate information and update their Preliminary Cost Estimates, no Party shall be liable to any other Party hereunder for any inaccuracy, material or otherwise, in their particular cost estimates, and each Party’s responsibilities with respect to the performance of their respective obligations hereunder with respect to the Super Bowl LX event, and, subject to BAHC’s and/or StadCo’s right to dispute Payment Requests as set forth below, BAHC’s and/or StadCo’s ultimate reimbursement of Super Bowl Services costs, shall not be absolved, modified or reduced as a result of any inaccuracy in any Preliminary or Updated Cost Estimate or the information provided in connection therewith.

3. Responsibility and Process for Reimbursement of Super Bowl Services Costs.

3.1. Cost Incurred Prior to the Effective Date. Pending finalization of this Agreement, in order to reimburse City for certain expenses incurred in connection with Event Training and Planning Services, City and BAHC entered into that certain Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities effective as of January 1, 2025, which was amended effective as of June 1, 2025 and amended again effective as of July 14, 2025 (“IFA”). In addition, BAHC has already reimbursed City for “Event Planning Costs” from July 2024 through December 31, 2024, and for costs related to the New Orleans VPSO program attended by City pursuant to the terms of, and as such terms are defined in separate agreements (the “Pre-Agreement Expenses”). The Parties acknowledge and agree that any amounts due and payable under the IFA shall be paid in accordance with the terms thereof and that, except as expressly provided in Section 3.7 hereof, below, BAHC’s responsibility with respect to the Pre-Agreement Expenses have been fully satisfied and shall not be charged or payable under the terms of this Agreement.

3.2. Costs Incurred After the Effective Date; In General. BAHC is responsible for reimbursing City for all of its actual and reasonable Super Bowl Services costs

(collectively, “Qualified Event Expenses”), pursuant to the terms of Section 3.3 through 3.7 of this Agreement, below, including, without limitation, terms that provide BAHC and StadCo certain rights to dispute City invoices for reimbursement.

3.3. Event Planning and Training Expenses.

3.3.1. City/Stadium Authority Payment Requests. To receive payment for its Event Planning and Training Expenses, City shall submit monthly invoices to BAHC in the form attached hereto as **Exhibit C** (each a “Payment Request” and collectively “Payment Requests”). Payment Requests shall include a statement of City staff time and out-of-pocket expenses paid or owed to third parties. All City staff time shall be billed at City’s then applicable full costs recovery rates in accordance with existing billing practices for other NFL Events held at the Stadium, as updated per the terms of the City’s latest agreement(s) with personnel assigned to support Stadium events. Staff costs shall be billed on an hourly basis, in .25 of an hour (15 minute) increments, and shall include a description of the work by category as set forth on **Exhibit C**. Payment Request submittals should also include reasonable supporting documentation (e.g., timecard reports by position, actual receipts, statements, proof of purchase, and invoices showing that payment was made) evidencing the incurrence of Qualified Event Expenses.

3.3.2 Initial Review for Completeness. Upon receipt of a Payment Request, BAHC shall have ten (10) days to review and confirm that such request contains all relevant and required supporting documentation for eligible Event Planning and Training Expenses. If BAHC reasonably determines that any information or documentation is missing or incomplete, BAHC shall notify City and City shall agree to work in good faith to provide BAHC with the requested information within five (5) days of receipt of such request. Such Payment Request shall be deemed to be “complete” when BAHC has received the reasonably requested information needed to review the Payment Request (the “Completed Payment Request”).

3.3.3 Final Review; Dispute Process. Within thirty (30) days of a Payment Request, or fifteen (15) days after receipt of a Completed Payment Request for incomplete or missing documentation, whichever is later, BAHC shall inform the City in writing of any amount of the Payment Request that it does not approve (the “Disputed Amount”) and the reason(s) for such disapproval. Any such disapproval must be based on BAHC’s reasonable determination that the Disputed Amount does not qualify as a Qualified Event Expense under the terms of this Agreement. Any amount of a Completed Payment Request not so disputed shall be deemed approved and paid by BAHC as provided in Section 3.3.4 below. In the event BAHC reasonably disputes any portion of a Payment Request, BAHC and City agree to immediately meet and confer in good faith to resolve the dispute. If after two (2) meet and confer sessions, the parties have been unable to resolve the dispute, the dispute shall be subject to the dispute resolution process described in Section 3.5, below.

3.3.4 Payment of Undisputed Amounts to City and Disputed Amounts to Escrow. Within sixty (60) days after receipt of a Completed Payment Request, BAHC shall submit a payment to City in the amount of the Completed Payment Request **less** any Disputed Amount. BAHC and City agree to allow for an additional 30-days to collectively work together to resolve any questions and information required to approve any Disputed Amounts applicable to a particular Completed Reimbursement Request. If upon such 30-day period, BAHC and City have not agreed

as to how to proceed as to any Disputed Amount then BAHC shall agree to set-aside such amounts in a segregated account as pending. In the event that, in the aggregate, Dispute Amounts exceed \$50,000, BAHC agrees to deposit such Disputed Amount into a third-party escrow account established by BAHC and City for this purpose (the “Disputed Amount Escrow”). Amounts in the Disputed Amount Escrow shall only be disbursed upon mutual agreement of BAHC and City, or upon a final binding order out of arbitration if such process is triggered under the terms of Section 3.5, below. Payments shall be made in the form of check or wire transfer as determined by City and the Disputed Amount Escrow Officer, respectively. BAHC and City shall evenly share any costs of the Disputed Amount Escrow and any ensuing arbitration. Amounts in the Disputed Amount Escrow shall only be disbursed upon mutual agreement of BAHC and City, or upon a final binding order out of arbitration or a reviewing court with jurisdiction.

3.3.5 Advance Review of Proposed Travel/Training Costs. Prior to incurring expenses (either out-of-pocket costs or staff time) for which City will be seeking reimbursement associated with any travel or off-site training programs (“Travel and Training Costs”) City shall provide BAHC a written summary of anticipated costs, explanation of the need for the travel and/or training and a list of the City personnel participating (“Proposed Travel and Training Budget”). City shall seek and consider, in good faith, BAHC input on Proposed Travel and Training Budget, provided that such input is provided by or developed with law enforcement and/or security professionals, but shall reserve the right, in its sole discretion, to determine the training it deems necessary to assure public safety at the Super Bowl Activities, and to seek reimbursement therefor. BAHC reserves the right to reasonably dispute any submittal for reimbursement of such costs as provided in Section 3.3.3, above. In fulfilling their respective roles under the terms of this Section, all Parties agree to exercise their reasonable best efforts to provide timely information and responses.

3.4. Actual Event Expenses.

3.4.1 Advance Payment. On or before the date falling forty-five (45) days prior to the Super Bowl LX game, BAHC shall pay City an amount equal to fifty (50%) of the then most current Updated Cost Estimate for Actual Event Expenses (“Advance Payment”). This Advance Payment shall be based on the November 15, 2025 Updated Cost Estimate only, subject to any properly noticed Material Cost Adjustment, if applicable. Any such Advance Payment shall offset BAHC’s ultimate obligation to pay Actual Event Expenses hereunder.

3.4.2 Primary and Final Payment(s). Following the Super Bowl LX game and any related post-game events requiring Super Bowl Services, City shall submit a Payment Request to BAHC with respect to Actual Event Expenses incurred, less (i) the amount of any Advance Payment received and (ii) the fees received by the City from the holders of Off-Site Parking Permits that are attributable to Game, in the form attached hereto as **Exhibit C**. City shall endeavor to do so by on or before April 1, 2026 (the “Primary Event Expense Request”). The Primary Event Payment Request shall include a statement of both City/Stadium Authority staff time and out-of-pocket expenses paid or owed to third parties if known at that time. With respect to any Actual Event Expenses not recorded or invoiced at the time of the Primary Event Expense Request, including, without limitation, City staff time and third-party costs not yet invoiced to City/Stadium Authority, City/Stadium Authority shall submit a proposed final Payment Request and shall endeavor to do so by on or before May 1, 2026 (the “Final Payment Request”). For both

the Primary Event Payment Request and the Final Payment Request, all City staff time shall be billed at City's then applicable full costs recovery rates for other NFL Events held at the Stadium. Staff costs shall be billed on an hourly basis in .25 of an hour (15 minute) increments and shall include a description of the work by category as set forth on **Exhibit C**. Payment Request submittals should also include, reasonable supporting documentation (e.g., timecard reports by position, actual receipts, statements, proof of purchase, and invoices showing that payment was made) evidencing the incurrence of Actual Event Expenses.

3.4.3 BAHC Initial Review for Completeness. Upon receipt of either a Primary Event Expense Request or a Final Payment Request, BAHC shall have twenty-one (21) days from the receipt of such request to review and confirm such request contains all relevant and required supporting documentation for eligible Actual Event Expenses, or any other Qualified Event Expenses proposed therein for payment. If BAHC reasonably determines that any information or documentation is missing or incomplete, BAHC shall notify City/Stadium Authority and City/Stadium Authority shall work in good faith to provide BAHC with the requested information within five (5) days of receipt of such request. Such Payment Request shall be deemed to be "complete" when BAHC has received the reasonably requested information needed to review the Payment Request (each a "Completed Payment Request").

3.4.4 Final Review; Dispute Process. Within forty (40) days of a Primary Event Expense Request or a Final Payment Request, or fifteen (15) days after receipt of a Completed Payment Request for incomplete or missing documentation, whichever is later, BAHC shall inform the City in writing of any amount of the Payment Request that it does not approve (the "Disputed Amount") and the reason(s) for such disapproval. Any such approval must be based on BAHC's reasonable determination that the Disputed Amount does not qualify as a Qualified Event Expense under the terms of this Agreement. Any amount of a Completed Payment Request not so disputed shall be deemed approved and paid by BAHC as provided in Section 3.4.5, below. In the event BAHC reasonably disputes any portion of a Payment Request, BAHC and City agree to immediately meet and confer in good faith to resolve the dispute. If after two (2) meet and confer sessions, the parties have been unable to resolve the dispute, the dispute shall be subject to the dispute resolution process described in Section 3.5, below.

3.4.5 Payment of Undisputed Amounts to City and Disputed Amounts to Escrow. Within sixty (60) days after receipt of a Completed Payment Request, BAHC shall (i) submit payment to the City in the amount by which the Payment Request exceeds the amounts already paid to City/Authority in the form of Advance Payments, less any Disputed Amount; and (ii) deposit the Disputed Amount into the Disputed Amount Escrow provided under Section 3.3.4, above. Payments shall be made in the form of check or wire transfer as determined by City and the Disputed Amount Escrow Officer, respectively. For example, if a Completed Primary Event Expense Request is \$7.5 million, City has already received \$4 million in Advance Payments, and there is a Disputed Amount of \$150,000, the amount due and payable by BAHC to City/Authority with respect to such request under the terms of this Section would be \$3,350,000, and the deposit into the Disputed Amount Escrow would be \$150,000.

3.4.6 Special Rules for Equipment Costs.

a. In General. The Parties agree that certain public safety, transportation management and related equipment will be required in connection with City required and necessary public safety and transportation support services for the Super Bowl Activities (“Required Event Equipment”), and the reasonable cost of such equipment shall constitute Qualified Event Expenses hereunder, provided that the equipment is available on event day or whenever it is required.

b. Equipment List. The Parties shall meet and confer to agree upon an initial list of Required Event Equipment, including the estimated purchase or lease costs to be billed to BAHC for each (“Required Equipment List”). Such list, and the related estimated cost of each piece of equipment, will be updated from time to time consistent with the provisions set forth in Section 2.4, above. Because the Required Equipment List is expected to contain sensitive information relating to Stadium security, the Parties agree that such list will remain confidential and only be distributed among the Parties as necessary to implement the terms of this Agreement.

c. Purchased Equipment. Prior to purchasing any Required Event Equipment for which the entire purchase price is proposed to be expensed to BAHC, City shall first obtain BAHC’s written approval for such purchase. City shall follow its own procurement policies and shall endeavor to obtain any such Required Event Equipment at the best available commercial rates; provided, however, if BAHC is able to facilitate the purchase of the same equipment at lower cost, and such facilitation can be implemented consistent with City’s legal procurement requirements, then the City agrees to allow BAHC to coordinate such process. The purchase price for Required Event Equipment purchased for BAHC by City for use at the event shall be chargeable as a Qualified Event Expense to BAHC once payment is made. City shall endeavor to include such cost in the next scheduled Payment Request submittal. Once City has been reimbursed and purchased Required Event Equipment is no longer needed for Super Bowl Activities, at BAHC’s option, after meeting and conferring with City, and subject to applicable laws, such equipment shall either be (i) transferred to BAHC, (ii) sold, with the proceeds of such sale, less reasonable sales expenses, paid to BAHC, or (iii) subject to terms approved by both BAHC and City, retained by City for future use at the Stadium.

d. Leased Equipment. With respect to Required Equipment to be leased to BAHC by City for use at Super Bowl Activities, the associated lease charges shall be chargeable as a Qualified Event Expense for the number of days deployed for event support (inclusive of days that are reasonably necessary for delivery, setup, and demobilization). City shall endeavor to include all corresponding lease charges in the Primary Event Expense Request submittal provided in Section 3.4.2, above. In determining the appropriate lease charge amount the following shall apply: (a) the lease rate for Required Equipment that itself was leased from a third party shall be a pass through of the lease rate cost charged to City; (b) the lease rate for purchased equipment shall be determined in consideration of “market rates” for such equipment, to the extent available, wear and tear on the leased equipment, projected maintenance costs, amortized capital reserve replacement costs, and other relevant factors, after consultations with BAHC regarding methodology; and (c) the lease rate shall not include any lease administration overhead fee; instead, any staff time/costs directly associated with procurement or management of leased assets necessary for Super Bowl Activities shall be accounted for and billed directly as a Qualified Expense Cost.

e. Coordination with FIFA World Cup Equipment Purchases; Equipment Borrowing Opportunities. Whenever practical, in order to reduce costs and achieve economies of scale, City shall coordinate and combine its procurement of Required Event Equipment under the terms of this Agreement, with its procurement of “Required Event Equipment” under the terms of the FIFA World Cup 2026 Assignment and Assumption Agreement (“FIFA Agreement”). City shall account for, allocate and invoice all “Qualified Event Expenses” incurred in connection with such coordinated procurement efforts as “World Cup Support Services” or “Super Bowl Support Services” based on the extent to which such equipment is projected to be deployed for such events. In no event shall City “double charge” for such expenses. To minimize charges to BAHC for purchased equipment as contemplated by subsection c., above, City further agrees to cooperate with BAHC/StadCo on identified sources that may be willing and able to loan Required Event Equipment at below market terms.

3.4.7 Miscellaneous or Unanticipated Expenses. “Miscellaneous or Unanticipated Expenses” are expenses or costs related to the provision of Super Bowl Services, but that were not otherwise expressly included in other Super Bowl Services expense categories. To the extent possible, with respect to Miscellaneous or Unanticipated Expense transactions in excess of \$500 per item or \$2,500 in the aggregate, before any such costs are incurred or expended, City agrees to meet and confer with BAHC to obtain advance approval for such expenses. If such advance discussions are not practical or possible, if such costs or expenses are incurred by City/Stadium Authority in good faith and are of a similar nature or character of other qualified expenses, City shall be entitled to reimbursement therefor, subject to BAHC’s reasonable approval and right to dispute. Any Miscellaneous or Unexpected Cost approved or proposed under the terms of the Section shall (a) be included as a line item by City/Stadium Authority in their next Updated Event Cost Estimate submittal, in accordance with the process forth in Section 2.4, above; and (b) once such cost is incurred, shall be proposed for payment by City/Stadium Authority under their next applicable Payment Request submittal, in accordance with the process set forth in either Section 3.3, above, depending upon when the Miscellaneous or Unexpected Cost expense was incurred. For example, if the Miscellaneous or Unexpected Cost expense was incurred during the event planning phase, prior to the Primary Event Operations Period, it would be included as an expense in the next submitted monthly Payment Request for Event Planning and Training Expenses. If the expense was incurred after the commencement of the Primary Event Operations Period, it would be included as an expense and submitted as part of the Primary Event Expense Payment Request or the Final Payment Request.

3.5. Cost Reconciliation/Dispute Resolution.

3.5.1. Selection of an Arbitrator. Within thirty (30) days after the Effective Date, BAHC and City/Stadium Authority will meet and confer to select and contract with an arbitrator to be on “stand-by” to resolve disputes over Disputed Amounts that the parties are unable to resolve themselves after meeting and conferring as provided in Sections 3.3 or 3.4, above, under the terms set forth in this Section 3.5. The arbitrator should have experience adjudicating matters involving complex agreements, disputed payments and services, and accounting, and must be approved by BAHC and City/Stadium Authority (“Approved Arbitrator”).

3.5.2. Interim/Expedited Dispute Resolution.

If at any time during the term of this Agreement Disputed Amounts deposited into the Disputed Amount Escrow exceed \$200,000, and the parties have been unable to resolve their dispute(s) with respect to such amounts after meeting and conferring under the terms of Section 3.3.3 or 3.3.4, as applicable, above, either BAHC or City/Stadium Authority shall have the right, by written notice to the other party, to initiate expedited binding arbitration to resolve their dispute (“Expedited Arbitration”). The Expedited Arbitration shall be conducted on a confidential basis by the Approved Arbitrator. The arbitration process schedule will be designed to allow a final decision in such matter to occur within no more than sixty (60) days. Any decision or award as a result of such arbitration shall be in writing and shall provide an explanation for all conclusions of law and fact. Any award of arbitration may be confirmed in a court of competent jurisdiction. The costs of such arbitration shall be shared 50/50 by the parties, and each party shall bear the cost of their own attorneys’ fees. If by March 1, 2026, no party has initiated Expedited Arbitration, disputes between the parties with respect amounts deposited into the Disputed Escrow Account, including amounts deposited after March 1, 2026, shall be resolved as part of the final reconciliation/dispute resolution process set forth in Section 3.5.3, below.

3.5.3. Final Reconciliation/Dispute Resolution. If there are unresolved disputes regarding Payment Requests for Event Planning and Training Expenses, Required Equipment Expenses, or Miscellaneous or Unexpected Costs, and BAHC has reserved its rights respect to such disputes, or if BAHC has Disputed Amounts (or any other disputed amounts) requested for reimbursement in the Primary Event Expense Request or the Final Payment Request submittal and, after meeting and conferring in good faith to resolve such dispute(s) the Parties have been unable to reach agreement, then either party may tender such disputes to final, binding arbitration for resolution (“Final Arbitration”). The Final Arbitration shall be conducted on a confidential basis by the Approved Arbitrator. Any decision or award as a result of such arbitration shall be in writing and shall provide an explanation for all conclusions of law and fact. Any award of arbitration may be confirmed in a court of competent jurisdiction. The costs and fees of the Approved Arbitrator shall be shared 50/50 by the parties; however, each party shall bear the cost of their own attorneys’ fees and consultant fees/costs, if any.

3.6 Qualified Event Expenses Not to Be Treated as Public Safety Costs Under the Terms of the Stadium Lease. Notwithstanding any provision in the Stadium Lease to the contrary, in no event will any Qualified Event Expenses invoiced and reimbursed under the terms of this Agreement constitute “Public Safety Costs” for purposes of Sections 7.5.2 and 7.5.3 of the Stadium Lease.

3.7 Pre-Agreement Expenses. Amounts previously incurred by the City/Stadium Authority prior to July 2024 in the amount of up to \$124,086, shall be reimbursable to the Stadium Authority after all amounts due to City/Stadium Authority have been paid hereunder, or pursuant to the provisions of Section 6.12.b, below, provided that government funding amounts are available to reimburse such amounts to City/Stadium Authority. BAHC shall not be obligated to pay any pre-Agreement expenses to City/Stadium Authority directly or indirectly other than as set forth above.

3.8 Parking Fees. The Parties acknowledge and agree that fees received by the City during the current Lease Year from the holders of Off-Site Parking Permits that are attributable to the Game shall not be included in the calculation of Off-Site Parking Permits fees

that are attributable to NFL Games under Section 7.5.3(a) under the Stadium Lease for the current Lease Year, and thus shall not reduce amounts owed by StadCo to the City under such section for NFL Games other than the Game.

4. Stadium Capital Improvements.

4.1 In General. Except as otherwise expressly provided herein, any and all improvements or modifications to the Stadium requested or required to be made by the NFL or StadCo/TeamCo in connection with Super Bowl LX (“Super Bowl Improvements”), shall be overseen and implemented by ManCo in accordance with standards and processes set forth in the Management Agreement, applicable Stadium Authority administrative policies (*e.g.*, procurement processes, project accounting, warranty, insurance and labor requirements), NFL requirements, and all City-issued permits and approvals. All proposed Super Bowl Improvements outside the Tenant Exclusive Areas, where required under the existing Stadium agreements, must first be approved by Authority, acting in its sole but reasonable discretion.

4.2 Funding. Any such Super Bowl Improvements shall not be treated as capital improvements requiring funding by Stadium Authority under the terms of the Stadium Lease ~~Agreement~~. Rather, BAHC and StadCo shall be jointly and severally liable for funding and lien-free completion of any such modifications. In the event that Stadium Authority reasonably conditions its approval of any Super Bowl Improvements on the removal of such improvements after the conclusion of the Super Bowl LX event, BAHC/StadCo shall also be responsible for the costs of removing those modifications in order to return the Stadium to its state prior to the modifications.

4.3 Timing; Coordination. BAHC and ManCo shall make commercially reasonable best efforts to ensure that all Super Bowl Improvements are constructed in a manner and on a schedule so as not to interfere with other Stadium Events, including NFL Events and ticketed and non-ticketed Non-NFL Events.

4.4 Compliance with Applicable Law. BAHC and ManCo shall carry out the design, construction and operation of any Super Bowl Improvements in conformity with all applicable governmental requirements, including all applicable federal and state labor standards (including without limitation, if applicable, provisions for payment of prevailing wages) and any other applicable development standards, building, plumbing, mechanical and electrical codes that are applicable. With respect to California Labor Code Sections 1720, *et seq.*, and its implementing regulations, regarding the payment of prevailing wages (the “Prevailing Wage Law”) BAHC and ManCo shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws. BAHC and ManCo hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold Stadium Authority and its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon their acts or omissions pertaining to the compliance with all applicable laws, including Prevailing Wage Law in connection with installing the Stadium Improvements. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Super Bowl Improvements. At the time

of the Effective Date, the Parties do not expect that any Super Bowl Improvements will be required in preparation for the Game.

5. Permits and Processing.

City/Stadium Authority agrees to work in good faith to expedite the processing of all necessary licenses, authorizations, permits, grants, orders, decisions, or any other acts required of the Stadium Authority or City in connection the Super Bowl Activities (“Event Permits”). City/Stadium Authority reserves the right to approve, condition or disapprove in accordance with applicable legal standards for governmental discretion. BAHC shall be responsible for payment of all standard City/Stadium Authority processing fees associated with all required permits/approvals sought by BAHC or being sought on behalf of BAHC by ManCo or another authorized third-party. All other permitting fees shall be the responsibility of the party seeking the permit/approval. If expedited Event Permits processing is necessary that cannot be accommodated using only existing City/Stadium Authority staff, BAHC (or the permit seeking party) may request that City procure outside contractor assistance to assist with such processing. City agrees to meet and confer with BAHC (or any other party seeking a permit) regarding any such request to determine the viability and cost of this option. If the parties agree to proceed with the procurement of outside contractor assistance, the procurement shall be done in accordance with applicable City standards, and the costs for the contractor assistance shall be paid by BAHC (or the permit seeking party).

6. Additional Agreements.

6.1. StadCo Responsibility for Any Qualified Event Expense Shortfall without Credit or Offset.

6.1.1 StadCo agrees that to the extent BAHC fails to make any payment due and payable under the terms of this Agreement with respect to fully reimburse City for City’s Qualified Event Expenses incurred hereunder as provided in Section 3 above, including without limitation BAHC’s Advance Payment obligation under Section 3.4.1 (each, a “Qualified Event Expense Shortfall”), StadCo shall be obligated to pay the Qualified Event Expense Shortfall within thirty (30) days after the date the corresponding Qualified Event Expense Payment is due. If StadCo fails to timely make any required Qualified Event Expense Shortfall payment when due, interest shall accrue on such obligation (“Default Interest”) at the rate of six percent (6%) per annum until paid; provided, however, with respect to any unpaid Advance Payment amount that becomes a Qualified Event Expense Shortfall, StadCo’s Default Interest obligation with respect to such amount shall commence accruing on February 1, 2026. In the event that BAHC subsequently makes a payment of Qualified Event Expenses with respect to any Qualified Event Expense Shortfall, StadCo’s Qualified Event Expenses Shortfall Obligation shall be offset by the amount of such payment reimburse City the entire amount of the Qualified Event Expense Shortfall.

6.1.2 StadCo’s obligation under this Section shall not be offset by or credited against any other claim StadCo may have or allege against Stadium Authority or City under the terms of any other agreement between one or more of the Parties or any non-monetary claim for damages or payment under the terms of this Agreement. For the avoidance of doubt, in

no event shall any Qualified Event Expense amounts paid by BAHC or StadCo under the terms of this Agreement, including but not limited to any Qualified Event Expense Shortfall, count or be treated as “Credited Public Safety Costs” under the terms of the Stadium Lease between Stadium Authority and StadCo, and the Parties acknowledge and agree that the Game shall not be included in the calculation of the Public Safety Costs Threshold for the 2025-2026 Lease Year.

6.2. NFL Stadium Access/Terms. StadCo may enter into a license agreement with the NFL (and with BAHC as appropriate), consistent with the terms of this Agreement, granting access to the Stadium for purposes of hosting Super Bowl LX. Should BAHC, or other third-party access to the Stadium be needed in connection with Super Bowl LX for tours, preliminary site inspection visits, planning meetings, or other related purposes, during the Non-NFL event season/period, such access shall be provided in such a way as to mitigate any negative impacts on the planning or execution of ticketed and non-ticketed Non-NFL events in accordance with the Stadium Lease.

6.3. Access to Other City Facilities; Youth Sports Park. If either the NFL or BAHC needs access to any facilities under the control of the City or the Authority, including without limitation the Youth Soccer Park (which the Parties anticipate will be within the security perimeter for the Game and Designated Events), they must secure the necessary right of entry permits and/or licenses from the City or the Authority where applicable, on reasonable terms to be negotiated.

6.4. Convention Center Access. Access to and use of City Convention Center facilities (“Convention Center”) shall be provided on the following terms:

(a) Use Term and Designated Facilities. BAHC/NFL (or their designated agents) shall have use of the Convention Center for Super Bowl Activities starting on January 17, through February 13, 2026 (“Use Term”) as designated in that certain facility use schedule agreed upon by City and BAHC dated _____, 2025. City shall reserve the right to use or license Convention Center facilities not scheduled for BAHC/NFL use during the Use Term provided that such uses are not incompatible with BAHC/NFL uses.

(b) Allowed Uses. Allowed BAHC/NFL uses shall include (i) credentialing of NFL officials and VIPs; (ii) special events, including the necessary access to prepare for and stage such events; and (iii) any other use/activation typically allowed in the Convention Center (collectively, the “Convention Center Allowed Uses”).

(c) Facility Rent. “Facility Rent” shall be Six Hundred Fifty Thousand Dollars (\$650,000) for BAHC/NFL’s use of the Convention Center for the use term. BAHC shall deposit \$320,000 with City towards payment of the Facility Rent (“Rent Deposit”) as follows: (i) by on or before November 1, 2025, BAHC shall deposit \$160,000; and (ii) by on or before January 1, 2026, BAHC shall deposit an additional \$160,000.

(d) Rent Credits. Credits against Facility Rent shall be provided as follows: (i) a “Major Event Rent Credit” of 20% of the Facility Rent (equal to One Hundred Thirty Thousand Dollars (\$130,000)), and (ii) a “Business Development Funds Credit” (to be secured by City/Authority from Santa Clara’s Destination Marketing Organization) in the amount of Two Hundred Thousand Dollars (\$200,000), and (iii) a “Performance Rent Offset” for discretionary expenditures, including Food & Beverage, Audio/Visual, and Information Technology (collectively, “Convention Center Event Expenditures”), in the amount of 40% of actual Convention Center Event Expenditures of up to Five Hundred Thousand Dollars (\$500,000), plus an amount of 30% of actual Convention Center Event Expenditures between \$500,000 and \$900,000. City shall provide a final accounting to BAHC of the Performance Rent Offset within __ days after the expiration of the Use Term (“Performance Rent Calculation Date”). If the Performance Rent Offset amount exceeds the Rent Deposit, City shall pay BAHC the entire Rent Deposit within five (5) business days after the Performance Rent Calculation Date. If the Performance Rent Offset amount is less than the Rent Deposit, City shall pay BAHC the positive difference between the Rent Deposit and the Performance Rent Offset.

(e) Cancellation Fee. If BAHC or its designee does not make use of or cancels its use of the Convention Center for the Use Term, City shall retain the Rent Deposit, and the balance of Facility Rent shall be immediately due and payable from the BAHC as a cancellation/non-use fee.

(f) Other Terms. These terms and all remaining terms and conditions for Convention Center use provided that such terms are consistent with the terms of this Section shall be negotiated directly with the manager of the Convention Center and memorialized in a Convention Center Use Agreement. Such terms shall include a provision for the termination of the Convention Center Use Agreement in the event of any termination of this Agreement as provided in Section 6.9, below.

6.5. Third Party Owned or Controlled Facilities. BAHC and StadCo are responsible for securing and providing access to any other facilities not under the control of the City or the Authority that may be necessary or desired for use related to Super Bowl LX. City shall reasonably cooperate with such efforts, including with the facilitation of any required permits for necessary improvements or desired activities at such facilities.

6.6. Senior and Youth Fee. StadCo shall pay to the City the Santa Clara Senior and Youth Program Fee on each Super Bowl LX ticket in the amount specified in Section 12.2 of the Stadium Lease; provided, however, such amounts shall not be counted towards any cap on such fees provided in Section 12.2. If the NFL will not permit the inclusion of the Santa Clara Senior and Youth Program Fee in its tickets for the Game, StadCo agrees to cause the donation to the City, within sixty (60) days of the Game, for use by the City for Senior and Youth Program purposes, an amount equal to the amount of the Santa Clara Senior and Youth Program Fees that would have been collected had they been allowed.

6.7. Marketing and Promotion of City. BAHC and Discover Santa Clara, Santa Clara's Destination Marketing Organization ("DMO") will use commercially reasonable efforts to coordinate and collaborate to jointly promote and market City businesses, events, and facilities in association with Super Bowl LX in accordance with a separate, pending agreement between BAHC and DMO. In addition, upon request from the City, BAHC shall endeavor in good faith to arrange for support from Bay Area professional sports teams (for example, professional athlete and/or team mascot guest appearances) at City sponsored events (including but not limited to the October 4, 2025, Santa Clara Parade of Champions) ("City Sponsored Event Support"). City acknowledges that BAHC cannot guarantee City Sponsored Event Support, and neither BAHC nor any professional sports team, shall be required to incur any out-of-pocket costs in connection with solicitation or provision of City Sponsored Event Support under the terms of this Section.

6.8. Joint Marketing of City Assets. City is finalizing an agreement with a third-party vendor for the marketing of certain City assets around the Stadium for commercial advertising or use. City acknowledges and agrees that certain of such assets are subject to agreements that are binding upon City and Stadium Authority that limit or preclude their use for one or more of such purposes (the "Limiting Agreements"). City also acknowledges and agrees not to undertake or engage in, either directly or through any vendor or agent, any activities that are inconsistent with the Special Event Zone provisions below. Subject to the terms and restrictions of the Limiting Agreements and the Special Event Zone Provisions, BAHC and StadCo will cooperate with City's efforts to market to the NFL or their commercial partner's use of City assets for commercial advertising or use, at best available, commercially reasonable/market rates by providing input on City's efforts and coordinating with such third-party vendor.

6.9. Special Event Zone Provisions. City staff agrees to prepare and present to the City Council for its consideration a "Special Event Zone Ordinance" designed to protect the public health, safety and welfare, and enhance local aesthetics by temporarily regulating or restricting certain advertising and commercial activities within the vicinity of the Stadium leading up to and during the Super Bowl event. The target date for Council consideration is November 15, 2025. To the extent permitted by state and federal laws, the proposed Special Event Zone Ordinance will temporary regulate outdoor commercial signs and advertising displays, outdoor sale of merchandise, and commercial vending from mobile units, and distribution of free products. The scope of the sidewalk vending regulations, including those for food and merchandise, will be limited to time, place, and manner requirements directly related to objective health, safety, or welfare concerns and may cross-reference or incorporate existing City regulations in this area. ~~At a minimum, the proposed Special Event Zone Ordinance will include regulations substantially equivalent to those set forth in that certain Ordinance adopted by the City of Inglewood, California on _____, 2022 "Designating Certain Portions of the City as an "Event Zone" in Order to Regulate Certain Activities in Connection with Super Bowl LVI and Related Events," similar to those previously adopted by the City for Super Bowl L with reasonable and lawful updates that conform with any subsequently enacted current NFL standards (as provided to City by BAHC and StadCo) and/or applicable laws. BAHC agrees to reimburse City for all reasonable staff costs necessary to prepare such regulations for City Council consideration. The Parties acknowledge and agree that City Council's approval of this Agreement does not constitute approval of any "Special Event Zone Ordinance" that may be~~

presented to it under the terms of this Section, and the City Council reserves the right to approve, disapprove or condition the terms of any such regulations in its sole discretion. In the event the City Council is presented with but does not take action to approve a Special Event Zone consistent with the terms of this Section by on or before December 1, 2025, ~~the Parties StadCo and City~~ shall meet and confer on what other lawful measures can be taken to assure that, to the maximum extent possible, equivalent protections can be implemented for the event (collectively, “Alternative Event Zone Measures”). If, for any reason, City and StadCo are unable to agree upon Alternative Event Zone Measures, by on or before January 8, 2026, either party shall have the right to terminate this Agreement on the terms set forth in Section 8.4, below. ~~[Section details still under discussion, including consequences if Special Event Zone Ordinance or satisfactory alternative(s) are not timely implemented.]~~

6.10. Point of Sale Designations. Where practicable, BAHC and StadCo agree to undertake commercially reasonable efforts as City identifies in writing as are reasonably necessary to have the City of Santa Clara designated as the “point of sale” for all transactions subject to sales or use taxes in connection with the conduct of and sale of goods and services at Super Bowl Activities occurring with the City of Santa Clara (“Applicable Transactions”). City shall identify in writing examples of Applicable Transactions within thirty (30) days after the Effective Date of this Agreement. BAHC/StadCo shall not be required to incur any out-of-pocket costs in connection with their obligations under this Section 6.10.

6.11. No City/Stadium Authority Obligation to Waive Rights with Respect to Local Laws, Taxes and Fees. City/Stadium Authority shall have no obligation to pass or waive any local law, or pass or waive any local tax or fee, except as City Council or Stadium Authority Board may consider and approve, separate and apart from this Agreement, in their sole and unfettered discretion.

6.12. Other Revenues/Funding.

a. Cooperation. To finance its obligations under the terms of this Agreement, BAHC may seeking funding from various public and private sources. City/Stadium Authority and BAHC agree to cooperate in such fundraising efforts. Such cooperation may include among other things: (a) reasonable efforts to pursue direct federal/state/regional funding (“New Government Funding”) or in-kind contributions of federal/state resources that may offset/reduce Qualified Event Expenses or replace City’s need to provide Super Bowl Services, respectively; (b) joint/coordinated efforts to meet with federal/state/regional officials; and (c) the preparation and submittal of grant/funding applications, including any necessary support information, either jointly or separately, as appropriate, including whenever such funding sources may allow, requests that funds awarded be earmarked for Qualified Event Expenses.

b. Offset of Government Funding Against BAHC Obligations to Fund Qualified Event Expenses. To the extent any New Government Funding is received and paid to City with respect to City Qualified Event Expenses during the term of this Agreement, BAHC’s corresponding obligations(s) to reimburse such expenses hereunder shall be reduced on a dollar-for-dollar basis as provided in this Section. If the government funding received is earmarked to offset a particular category of Qualified Event Expense (for example, Event Planning and Training Expenses), then that is a category of reimbursement obligation that shall be reduced. If the

government funding received is not specifically designated, it shall be used to reduce the BAHC Qualified Event Expenses reimbursement obligation arising first in time under the terms of this Agreement, for which such monies can lawfully be used. If the government funding is not actually received but is otherwise expressly committed to fund City/Stadium Authority Qualified Event Expenses, the Parties will meet and confer to determine how and when BAHC's obligations shall be reduced hereunder. The ultimate decision on this will be made by City in its reasonable discretion. Factors to be reasonably considered include the discretionary or administrative nature of any conditions imposed by the government funding source to the actual distribution of funds, the amounts involved, and the timing for any such distribution. If government funding earmarked for Qualified Event Expenses is received by City after BAHC has fulfilled its reimbursement obligations hereunder, such that City shall have received funding for Qualified Event Expenses in excess of the actual amount of its Qualified Event Expenses ("Surplus Funding Amount"), BAHC shall be entitled to receive reimbursement from City of such Surplus Funding Amount subject to any applicable grant requirements.

6.13 Conflicts of Interest Terms/Policies

6.13.1 For ManCo. In implementing their obligations under the terms of this Agreement, ManCo, its members, officers and employees, agree that their conduct shall comply with their obligations and standards of care set forth in the Management Agreement, and all applicable state and local laws, including conflict of interest laws.

6.13.2 For BAHC. BAHC represents that no StadCo or ManCo official will act on behalf of BAHC in any action to approve this Agreement. Notwithstanding the foregoing, City/Stadium Authority acknowledges and agrees that one or more StadCo or ManCo officials may be involved in assisting BAHC in the implementation of the terms of this Agreement, and with fundraising activities, the proceeds of which may be used to finance one or more of BAHC's obligations to the NFL or under this Agreement, and that any such activities, being in the mutual interest of the Parties, shall not violate the terms of this Section.

6.13.3 All Parties. All Parties shall comply with all federal, state and local laws, including conflict of interest laws, applicable to their conduct in approving or implementing the terms of this Agreement.

7. Risk Management.

7.1. Indemnities.

7.1.1. ManCo Indemnity of City/Stadium Authority. For any liabilities, damages, suits, claims, loss or judgments that arise from or relate to the services ManCo provides for the City or Stadium Authority for the Super Bowl Activities, ManCo shall defend, protect, indemnify, and hold the City and Stadium Authority and its respective officers, directors, employees, and agents harmless from and against all liabilities, damages, suits, claims and judgments of any nature (including attorneys' fees and costs) pursuant to the Indemnification provisions of Section of 12.1 of the Management Agreement.

7.1.2. BAHC Indemnity of City/Stadium Authority. BAHC shall defend, protect, indemnify and hold the City/Stadium Authority, and their respective officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including attorneys' fees and costs) arising from or in connection with any obligation that BAHC is responsible for and undertakes with respect to any Super Bowl Activities. This indemnification obligation includes, but is not limited to, (a) any injury to or death of a third person or any damage to property of a third person (including loss of use) resulting from, arising out of or in connection with BAHC's obligations undertaken with respect to the Super Bowl Activities, and (b) the negligence or willful misconduct of BAHC or any of its respective officers, directors, employees, agents, contractors or invitees.

7.1.3. Carve-Out. The obligations to protect, indemnify and hold harmless in Sections 7.1.1, and 7.1.2, above, shall not apply if such liability is ultimately adjudicated to have arisen through the negligence or willful misconduct of City or Stadium Authority, and their respective officers, directors, employees, and agents the obligation to defend is not similarly limited.

7.2. Insurance.

7.2.1. Standard Coverages. Throughout the term of this Agreement, and during the Super Bowl Activities, Stadium Authority and StadCo shall maintain in effect Comprehensive General Liability insurance (CGL) and other standard forms of insurance in the amounts and forms consistent with their then applicable standards for NFL Events (collectively "Standard Event Insurance") as set forth in the Lease. StadCo shall cause the BAHC to be named as an additional insured with respect to such applicable Standard Event Insurance. The cost of such insurance shall be paid in accordance with the terms of the Lease.

7.2.2 Specialty Coverages. City/Stadium Authority staff, is currently working with their insurance broker to determine if, given the elevated risk profile of the Super Bowl Activities, additional coverage amounts, or specialty coverage(s) are needed to address such elevated risks. The Parties are also seeking information from the NFL as to what coverages it may be providing or requiring. City/Stadium Authority, StadCo/ManCo and BAHC agree to meet and confer regarding what additional coverages are necessary based on reasonable City/Stadium Authority or NFL requirements (collectively "Specialty Insurance"). StadCo shall cause the BAHC to be named as an additional insured with respect to such applicable Specialty Insurance. Any additional costs for Specialty Insurance required by the NFL or reasonably deemed necessary by City/Stadium Authority, after consultation with and reasonable preapproval by BAHC and StadCo, for the Super Bowl Activities shall be a Qualified Event Cost reimbursed by BAHC within the terms of this Agreement. The Parties agree to cooperate to develop a coordinated overall insurance program in order to avoid unnecessary redundancy and to reduce costs.

8. Late Payments, Default and Remedies.

8.1. Late Payments

Any amount due and payable hereunder by any Party to another Party that is not paid on the due date (“Delinquent Amount”) shall accrue interest at the rate of one and one quarter percent (1.25%) per month commencing upon the date such Delinquent Amount was due until paid. Any amount not paid under a good faith dispute as a “Disputed Amount” under the terms of Section 3, above, shall not be considered a “Delinquent Amount” under the terms of this Section; provided, however, any such amount shall accrue interest at the rate of .25% per month commencing upon the date such amount was due until paid, and may be the subject of an award granted by the Approved Arbitrator.

8.2. Events Constituting a Default.

8.2.1. Events of Default. A Party shall be in default hereunder if such Party (a) fails to perform a material obligation hereunder; (b) fails to pay an amount owed to another Party when due, and such amount remains unpaid thirty (30) days after the payment due date; or (c) becomes insolvent, makes an assignment for the benefit of creditors or files for bankruptcy (each an “Event of Default”). Any amount not paid under a good faith dispute as a “Disputed Amount” under the terms of Sections 3.3 and 3.4 , above, the ultimate payment of which remains subject to resolution by the Approved Arbitrator under the terms of Section 3.5, above, shall not be considered the basis for an “Event of Default” under the terms of this Section.

8.2.2. Opportunity to Cure. Notwithstanding the foregoing, it shall be a condition precedent to any Party’s right to exercise its remedies hereunder with respect to any Event of Default that such Party (i) first gives the alleged defaulting Party prompt written notice stating with specificity the nature of the alleged default and (ii) if such alleged default is susceptible of cure or remedy, a period of fifteen (15) days from and after the giving of such notice shall have elapsed without the alleged defaulting Party having effectively cured or remedied such alleged default, unless (i) such alleged default cannot be cured or remedied within fifteen (15) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days), provided the alleged defaulting Party has made and continues to make a diligent effort to cause such remedy or cure where applicable; or (ii) the alleged defaulting Party disagrees and disputes that it is in default in which case the procedures set forth in Section 8.3.2, below, may be invoked.

8.3. Remedies; Dispute Resolution.

8.3.1. Remedies. In an Event of Default, the non-defaulting Party(ies) shall have the right to pursue the remedies of specific performance or the recovery of monetary damages pursuant to the Dispute Resolution terms provided in Section 8.3.2, below; provided, however, no Party shall be entitled to indirect or consequential monetary damages, including any claim for lost profits. As noted in Section 8.2.1, above, disputes regarding the payment of any “Disputed Amount” under the terms of Section 3, above, shall be made by the Approved Arbitrator under the terms of Section 3.5, above. With respect to all other disputes, including over Events of Default, the determinations of whether or not any Party is entitled to the remedies provided in this Section shall be made pursuant to the process set forth in Section 8.3.2, below.

8.3.2. Dispute Resolution.

(1) In General. Except for disputes relating to Disputed Amounts that are subject to Expedited Arbitration or Final Arbitration (as set forth in Section 3.5 above), any dispute arising out of or relating to this Agreement shall be determined by Arbitration in Santa Clara, California, by one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Any award rendered pursuant to the forgoing, which may include an award or decree of specific performance, shall be final and binding on, and non-appealable by, the Parties and judgment thereon may be entered, or enforcement thereof sought by either Party in a court of competent jurisdiction. Notwithstanding the foregoing, this Section does not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

(2) Qualifications of Arbitrator. Every person selected to serve as an arbitrator shall be and remain at all times neutral and wholly impartial, shall be experienced and knowledgeable in the substantive laws applicable to the subject matter of the dispute. All arbitrators shall, upon written request by either Party, provide the Parties with a statement that they can and shall decide any dispute referred to them impartially. No arbitrator shall currently be employed by any Party to this Agreement or any affiliated entity thereof, nor shall any arbitrator have any material financial interest in the dispute.

(3) Applicable Law and California Arbitration Act. The agreement to arbitrate set forth here shall be enforceable in either federal or state court. The enforcement of such agreement and all procedural aspects thereof, including the construction and interpretation of this agreement to arbitrate, the scope of the arbitrable issues, allegations of waiver, delay or defenses as to arbitrability and the rules (except as otherwise expressly provided herein) governing the conduct of the arbitration, shall be governed by and construed pursuant to the California Arbitration Act (California Code of Civil Procedure Sections 1280, *et seq.*) (as amended, the “California Arbitration Act”). In deciding the substance of any such dispute, the arbitrator shall apply the substantive laws of the State of California. The arbitrator shall have authority, power and right to award damages and provide for other remedies as are available at law or in equity in accordance with the laws of the State of California, except that the arbitrator shall have no authority to award incidental or punitive damages under any circumstances (whether they be exemplary damages, treble damages or any other penalty or punitive type of damages) regardless of whether such damages may be available under the laws of the State of California. The Parties hereby waive their right, if any, to recover punitive damages in connection with any arbitrated dispute.

(4) Consolidation. If the Parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the Parties hereby agree that all such proceedings may be consolidated into a single arbitral proceeding.

(5) Confidentiality. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including any arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(6) Jurisdiction/Venue. For any lawsuit to compel arbitration, enforce or modify an Arbitration Award, or to seek provisional remedies in aid of arbitration, from a court of competent jurisdiction, each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any California State court or federal court of the United States of America sitting in Santa Clara County, and any appellate court thereof. Each of the Parties hereto agrees that it may be served with legal process by mail in addition to any other means permitted by applicable law and that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Agreement shall affect any right that either Party may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction. Each of the Parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any California State court or federal court of the United States of America sitting in Santa Clara County. Each of the Parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action or proceeding in any such court.

(7) Costs and Expenses. In the event any action or motion is filed to enforce any of the provisions of this Agreement, including without limitation, to enforce the terms herein, or to interpret any provision of this Agreement, the prevailing Party in any such action or motion shall be entitled to recovery of reasonable attorneys' fees and costs incurred in connection with any such action or motion, the reasonableness of which shall be determined by the court and assessed as part of the costs therein.

8.4 Special Termination Rights. If, for any reason, City and StadCo are unable to agree upon Alternative Event Zone Measures by on or before January 8, 2026, any Party, shall have the right to terminate this Agreement by providing written notice of termination ("Notice of Termination") to the other Parties prior to 11:59 p.m. January 15, 2026 ("Termination Date"). If no Notice of Termination is delivered by the Termination Date, the termination rights under this Section shall expire. If a Notice of Termination is delivered by the Termination Deadline, then (a) BAHC and StadCo shall continue to be liable to City for the reimbursement of any and all Qualified Event Expenses incurred up to and including the Termination Date under the terms of this Agreement; (b) at City's option, if the termination right is exercised by BAHC or StadCo, the Convention Center Use Agreement shall also be terminated, [and City shall retain the Rent Deposit as a cancellation fee]; and (c) City, Stadium Authority and StadCo shall retain all of their rights and obligations under the terms of the Stadium Lease with respect to hosting Super Bowl LX at the Stadium and the reimbursement of Qualified Event Expenses. Immediately after the Termination Date, the Parties shall meet and confer in good faith to negotiate and seek agreement on such other terms and conditions as may be reasonably necessary to resolve any other outstanding rights or obligations under this Agreement post-termination, and, if possible, develop and reach agreement on alternative terms to continue to allow for the hosting of Super Bowl LX at the Stadium.

9. Miscellaneous

9.1. Notices. All notices to the Parties shall, unless otherwise requested in writing, be sent to the addresses as follows:

Bay Area Host Committee

444 Castro Street, Suite 150
Mountain View, CA 94041

Attention:

Zaileen Janmohamed (zaileen@bayareahostcommittee.com)

Ruth Shikada (ruth.shikada@bayareahostcommitte.com)

With a copy to:

Robert A. Weikert (rweikert@nixonpeabody.com)

Sonia A. Nayak (snayak@nixonpeabody.com)

Matthew Richards (mrichards@nixonpeabody.com)

City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050

Attention:

Chuck Baker, Assistant City Manager (cbaker@santaclara.gov)

Glen Googins, City Attorney (ggoogins@santaclara.gov)

Santa Clara Stadium Authority

1500 Warburton Avenue
Santa Clara, CA 95050

Attention:

Chuck Baker, Assistant Executive Director (cbaker@santaclara.gov)

Glen Googins, Stadium Authority Attorney (ggoogins@santaclara.gov)

StadCo

4949 Marie P DeBartolo Way
Santa Clara, CA 95054

Attention: Legal Affairs

Jihad Beauchman, EVP General Counsel (Jihad@49ers.com)

ManCo

4900 Marie P DeBartolo Way
Santa Clara, CA 95054

Attention: Legal Affairs

Jihad Beauchman, EVP General Counsel (Jihad@49ers.com)

9.2. Assignment. This Agreement may not be assigned without prior written approval of all Parties, each acting in their sole discretion. Any purported assignment in violation of this Section is void.

9.3. Fees and Taxes. The City is not responsible for and will not waive any transit occupancy, income, gross receipts, payroll, franchise, sales and use, admission, or amusement taxes that may be imposed on the NFL, its affiliates, the Teams, or the BAHG with

respect to the Super Bowl events to be held in the City. City is not responsible to reimburse the NFL, its affiliates, the Teams, or the BAHC for any such taxes.

9.4. Waivers/Modifications. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the Party against whom such waiver or modification is sought to be enforced, and the Parties hereto have provided any contractually notice of such waiver or modification.

9.5. Capitalized Terms. Capitalized terms not defined herein shall have the meaning as set forth in the Stadium Lease Agreement.

9.6. Counterparts. For the purpose for facilitating the execution of this Agreement as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute and be one and the same instrument. Delivery of executed signature pages by facsimile transmission or by scanned pages sent by electronic mail shall constitute effective and binding execution and delivery thereof.

9.7. Integration Clause. This Agreement represents the entire agreement among the Parties. No other understanding, agreements, conversations, or otherwise, with any representative of any Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

[NEXT PAGE IS SIGNATURE PAGE]

[SIGNATURE PAGE]

SUPER BOWL LX LEAGUE EVENT AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

BAHC:

BAY AREA HOST COMMITTEE
a California nonprofit mutual benefit corporation

By: _____

Name: Zaileen Janmohamed

Title: CEO

STADCO:

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

By: _____

Name:

Title:

MANCO:

FORTY NINERS MANAGEMENT COMPANY LLC,
a Delaware limited liability company

By:

Name:

Title:

STADIUM AUTHORITY:

SANTA CLARA STADIUM AUTHORITY, a
California joint powers authority

By: _____

Name: Jovan D. Grogan

Title: Executive Director

CITY:

CITY OF SANTA CLARA, a chartered municipal
corporation

By: _____

Name: Jovan D. Grogan

Title: City Manager

APPROVED AS TO FORM

By: _____

Glen R. Googins, City Attorney

By: _____

Glen R. Googins, Authority Counsel

EXHIBIT A

[Qualified Event Expense Definitions]

“Event Planning and Training Expenses” means, subject to the terms of this Agreement, actual and reasonable police, fire, public works, emergency operations and other City/Stadium Authority staff costs and out of pocket expenses incurred in connection with the planning, coordination, and preparations for the City/Stadium Authority’s provision of Super Bowl Services. Such expenses shall include, without limitation (1) City/Stadium Authority staff costs, billed at City-standard full cost recovery rates applicable to NFL Events, (2) actual and documented amounts paid to third parties, and (3) unreimbursed out of pocket costs, including off-site training costs, subject to the provisions of Section 3.3.5 hereof. Event Planning and Training Expenses activities shall include, without limitation (a) operational planning and training in focus areas including but not limited to: counter-terrorism, public safety event staffing, site security, multi-agency coordination, explosive ordinance devices (EOD), tactical, traffic, parking, civil disturbances, crowd management, outside special events, escorts, transit, community safety, hazardous materials, emergency medical services, fire prevention, fire suppression, public health, emergency management, search and rescue, interoperability, cyber security, public information dissemination, credentialing, visiting public safety officials, criminal enterprise, crisis management, dignitaries, aviation, intelligence, human trafficking, critical infrastructure protection, and (b) such other activities or costs determined by City/Stadium Authority staff to be necessary to (i) support the preparation of the Super Bowl Services Master Plan, and its various components, including the SBLX Public Safety Plan contemplated by Section 2.2.2 of this Agreement, and (ii) assure City/Stadium Authority staff and strategic partner readiness to execute that plan.

“Actual Event Costs” means, subject to the terms of this Agreement, actual and reasonable police, fire, public works, emergency operations and other City/Stadium Authority staff costs and out of pocket expenses incurred in connection with the actual provision of Super Bowl Services in accordance with the final Super Bowl Services Master Plan and its component parts, including the SBLX Public Safety Plan prepared in accordance with the terms of Section 2.2.2 of this Agreement. Such expenses shall include, without limitation (1) City/Stadium Authority staff costs, billed at City-standard full cost recovery rates for NFL Events (currently, 1.5 times City-standard full cost recovery rates for police officers and under negotiation with fire personnel), (2) actual and documented amounts paid to third parties for contracted services, and (3) unreimbursed out of pocket costs. Actual Event Expenses activities or costs shall include, without limitation (a) public safety and security personnel deployment in focus areas including but not limited to: operational command, counter-terrorism, law enforcement, interior and exterior operations, logistics, custody and jail operations, explosive ordnance disposal, tactical operations, traffic control, parking, civil disturbances, crowd management, escorts, transit safety, community safety, hazardous materials, emergency medical services, fire prevention, fire suppression, public health, emergency management, search and rescue, interoperability, cyber security, public information dissemination, credentialing, crisis management, unique security requirements for high-risk attendees, aviation, unmanned aerial systems, intelligence, human trafficking, multi-agency coordination, critical infrastructure protection, and (b) such other activities or costs deemed necessary by City/Stadium Authority to execute the final Super Bowl Services Master Plan, including the SBLX Public Safety Plan contemplated by Section 2.2.2 of this Agreement.

EXHIBIT B

Preliminary Qualified Event Cost Estimate

NOTE: Still Under Development/Review.

<u>Total Cost Estimate</u>		
<u>Category</u>	<u>Percent</u>	<u>Amount</u>
Planning	12%	\$753,469
Training	1%	\$43,507
Equipment	8%	\$478,921
Event Deployment	80%	\$5,027,015
Total	-	\$6,302,912

<u>Total Cost Estimate</u>		
<u>Category</u>	<u>Percent</u>	<u>Amount</u>
<u>Planning</u>		
<u>Police</u>	76%	\$572,636
<u>Fire</u>	22%	\$161,996
<u>Public Works</u>	3%	\$18,837
<u>Subtotal Planning</u>	100%	\$753,469
<u>Training</u>		
<u>Staff</u>	79%	\$121,163
<u>Vendor</u>	21%	\$31,500
<u>Subtotal Training</u>	100%	\$152,663
<u>Equipment</u>		
<u>Purchase</u>	89%	\$439,059
<u>Rent</u>	7%	\$36,557
<u>OEM</u>	4%	\$19,301
<u>Subtotal Equipment</u>	100%	\$494,917
<u>Event Deployment</u>		
<u>Staff</u>	54%	\$2,708,338
<u>Outside Vendor</u>	28%	\$1,424,925
<u>Contingency</u>	18%	\$893,752
<u>Subtotal Event Deployment</u>	100%	\$5,027,015
Total	-	\$6,428,064

EXHIBIT C

Reimbursement Request for [MONTH] [YEAR]

Pursuant to that certain League Event Agreement dated effective as of ___, 2025, City hereby request BAHC to reimbursement the Eligible Costs set forth below:

REQUEST DATE	REIMBURSEMENT REQUEST AMOUNT	AMOUNT PREVIOUSLY FUNDED ⁽¹⁾	BALANCE REMAINING ⁽²⁾

ELIGIBLE COST CATEGORY	AMOUNT REQUESTED	NOTES

Attached hereto is the backup, detail and support required per Section 3.3.1 of the Agreement. For staff time, back up detail shall include the following: (a) [name and] title of staff member; (b) date(s) work performed; and (c) hours worked (recorded in .25 of an hour/15 minute increments).

City:

By: _____

Name:

Title:

⁽¹⁾ These amounts have been previously requested/invoiced by the City.

⁽²⁾ Balance remaining assumes all invoices have been approved by BAHC.