

Naming Rights Agreement Provisions

"Specified Signage" means, collectively, (i) the "Suite Tower – Marquee Sign" described in paragraph 1(b)(i) of Schedule 1, (ii) the "East Facade Marquee Sign" described in paragraph 1(b)(iii) of Schedule 1, and (iii) the channel cut or panel signs above the Stadium scoreboards described in paragraph 1(c)(i) of Schedule 1.

Section 3(g) Sign Activation. Except for changes requested by Naming Rights Sponsor after the Effective Date pursuant to Section 5(f), all of the signage and other advertising opportunities granted to the Naming Rights Sponsor hereunder shall be designed, produced, installed, illuminated (only with respect to the Specified Signage described in clauses (i) and (ii) of the definition of such term) and maintained by the SCSA at the SCSA's expense (except that Naming Rights Sponsor shall provide any required artwork and design, including any revisions, at Naming Rights Sponsor's cost and expense). Except for the signage on the exterior walls of the Stadium (which shall be activated each day, 365 days per year, between sundown and midnight (or, if later, the conclusion of any NFL Team Game or Non-NFL Event held on such day)), all other electronic or illuminated signage bearing the Stadium Name, the Stadium Logo, or any other Stadium Marks or Naming Rights Sponsor Marks (i) shall be activated during all home NFL Team Games and Non-NFL Events (excluding any period during any such event when electronic or illuminated signage is not activated as part of the performance of such even (for example, during a musical performance)) and (ii) shall be activated when the comparable signage (if any) of any other Stadium sponsor or advertiser is illuminated.

Section 5(f) Cost of Materials; Cleaning, Repairing and Maintenance. Except as otherwise expressly provided herein or otherwise agreed in writing between the SCSA and the Naming Rights Sponsor, the SCSA shall be responsible for all costs and expenses associated with the initial design, construction, production, delivery or installation of signage and other physical advertising included in the Naming Rights Entitlements and for the cleaning, repairing and maintenance of all such signage; provided, that Naming Rights Sponsor shall be responsible, at its sole cost and expense, for the preparation of all conceptual drawings and designs and any other content for all signage in respect of this Agreement or the Naming Rights Entitlements. Naming Rights Sponsor shall be entitled, at its sole cost and expense, to replace, update, change, refresh or refurbish any such initial signage at any time and from time to time (and for any reason); provided, that the content of such signage will remain subject to the SCSA's prior written approval (not to be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, the Parties acknowledge that Transportation Signage is a Forty Niners SC Entitlement and not a Naming Rights Entitlement and consequently, the SCSA shall not have any obligations with respect to Transportation Signage (and all costs and expenses related thereto shall be the responsibility of Forty Niners SC under the Sponsorship Agreement). In the event the SCSA terminates this Agreement prior to the Expiration Date as the result of a Naming Rights Sponsor Default, Naming Rights Sponsor shall reimburse the SCSA for all out of pocket costs incurred in connection with the removal of its signage from the Stadium. In the event this Agreement expires or is terminated for any reason (other than as the

result of a Naming Rights Sponsor Default), the SCSA shall be responsible for all such costs and expenses.