

**NONEXCLUSIVE ASSIGNMENT OF  
ENFORCEABLE CONTRACTS**

THIS NONEXCLUSIVE ASSIGNMENT OF ENFORCEABLE CONTRACTS (this "Assignment") is entered into as of August 1, 2014 by and between the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 *et seq.* ("Stadium Authority"), and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo"). Stadium Authority and StadCo collectively are sometimes referred to herein as the "Parties," and each of Stadium Authority and StadCo individually is sometimes referred to as a "Party."

**RECITALS:**

The parties enter into this Assignment on the basis of the following facts, understandings and intentions:

A. Stadium Authority and StadCo entered into that Stadium Lease Agreement effective as of March 28, 2012, as amended and restated by that certain Amended and Restated Stadium Lease Agreement executed as of June 19, 2013 (as amended and restated, and as further amended from time to time, the "Stadium Lease"), whereby StadCo obtained a leasehold interest from Stadium Authority in the Stadium Site located in Santa Clara County, California. Capitalized terms used in this Assignment, but not defined in this Assignment, shall have the meanings set forth in the Stadium Lease.

B. As provided in Section 7.8.1 of the Stadium Lease, Stadium Authority committed to assign the non-exclusive right to enforce the Enforceable Contracts to StadCo, and StadCo desires to accept the nonexclusive assignment thereof, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein and in the Stadium Lease, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into this Agreement.

2. Assignment. As of the Commencement Date and continuing throughout the term of the Stadium Lease, Stadium Authority hereby assigns, transfers and conveys to StadCo the non-exclusive right to enforce, jointly or severally, any and all of the respective obligations of any Person under any Enforceable Contract now existing or entered into during the Lease Term, including, but not limited to, any and all representations, covenants and warranties thereunder, provided, that StadCo's right to enforce any of the Enforceable Contracts during the Lease Term pursuant to this Agreement shall be limited to claims arising thereunder after the Commencement Date which relate to matters for which Tenant has responsibility under the Lease, unless an uncured Landlord Default shall exist, in which event StadCo's rights shall not be so limited. However, nothing contained herein shall in any way affect any direct rights of enforcement that StadCo may have under the Enforceable Contracts, nor in any way impose any obligation on StadCo to enforce any of the Enforceable Contracts. StadCo's right to enforce the respective obligations of any Person under any Enforceable Contract is independent of and

separate from the rights of Stadium Authority to enforce the same and shall in no manner limit or reduce the rights of Stadium Authority to enforce the same.

3. Enforceable Contracts. The Parties agree and acknowledge that the term “Enforceable Contract” shall include (but is not limited to) the following contracts: (a) that certain Design-Build Agreement dated February 8, 2012, by and among Stadium Authority as Owner, StadCo as Construction Agent, and Turner/DevCon, a joint venture, as Design-Builder, including, but not limited to, Stadium Authority’s rights with respect to (i) the Subcontracts assigned to Stadium Authority in Section 5.5.1 of the Design-Build Agreement and (ii) the warranties and guaranties described in Article 9 of the Design-Build Agreement; and (b) any Stadium Procurement Contracts entered into by Stadium Manager or any successor Stadium Manager during the Lease Term. For the purposes of this Assignment, the term “Stadium Procurement Contract” shall have the meaning set forth by that term in the First Amendment to Management Agreement dated November 13, 2013, by and among the Parties and Forty Niners Stadium Management Company LLC.

4. Cooperation. The Parties covenant and agree that each will cooperate with the other in enforcing any of the terms of such Enforceable Contracts, and to promptly notify the other in writing of any default by any Person under any Enforceable Contract and of the remedy or course of action sought by it or to be taken by it in response to such default.

5. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

6. Severability. If any term of this Assignment or the application thereof to a person or circumstance shall to any extent be declared invalid or unenforceable, the remainder of this Assignment or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term of this Assignment shall remain valid and enforceable to the fullest extent permitted by law.

7. Disputes. Any Dispute or Controversy arising pursuant to this Assignment shall be governed by the Dispute Resolution Procedures and Article 27 of the Stadium Lease. Any Court Proceedings and Attorneys’ Fees shall be governed by Sections 26.10 and 26.11 of the Stadium Lease, respectively.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

9. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The signature page of this Assignment may be detached from and added to any counterpart of this Assignment identical in form hereto.

*[Signatures Appear on Following Pages]*

IN WITNESS WHEREOF, Stadium Authority and StadCo have executed this Assignment of Enforceable Contracts as of the day and year first above written..

SCSA:

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

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.  
Stadium Authority Counsel



JULIO J. FUENTES  
Executive Director

ATTEST:



ROD DIRIDON, JR.  
Secretary

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

*[Signatures continued on next page]*

*[Signatures to Assignment of Enforceable Contracts continued from previous page]*

**StadCo:**

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

By:   
Name: Cipora Herman  
Title: Chief Financial Officer

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