

EXHIBIT L  
TO STADIUM LEASE

ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

EXHIBIT L  
TO  
STADIUM LEASE

DISPUTE RESOLUTION PROCEDURES

Section 1. Arbitration.

1.1. Regular Arbitration.

(a) Except for Disputes or Controversies that are required to be resolved by Expedited ADR (as set forth in Section 1.2 of this Exhibit), any Dispute or Controversy shall be determined by arbitration in Santa Clara, California before one arbitrator. The arbitration (the "Regular Arbitration") shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and nonappealable by, the Parties and judgment thereon may be entered or enforcement thereof sought by either Party in a court of competent jurisdiction.

(b) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete any of the provisions of the Stadium Lease.

1.2. Expedited ADR. If the Stadium Lease permits the Dispute or Controversy to be resolved by Expedited ADR or the Dispute or Controversy involves the alleged failure, or alleged potential failure, of either Party to operate, Maintain or repair the Premises as required under the Stadium Lease, either Party may submit such Dispute or Controversy to Expedited ADR instead of Regular Arbitration. Expedited ADR shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the Effective Date of the Stadium Lease, including Rules 16.1 and 16.2 of those Rules. The Parties may also mutually agree to Expedited ADR for any other Dispute or Controversy by providing joint written notice to JAMS.

1.3. Qualifications of Arbitrators; Conduct. 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 or Controversy. All arbitrators shall, upon written request by either Party, provide the Parties with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall currently be employed by either Party, the City, the NFL, any member team of the NFL, or any Mortgagee, or have any material financial dependence upon a Party, the City, the NFL, any member team of the NFL, or any Mortgagee, nor shall any arbitrator have any material financial interest in the Dispute or Controversy.

1.4. Applicable Law and California Arbitration Act. The agreement to arbitrate set forth in this Exhibit 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 or Controversy, 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 or Controversy.

1.5. 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.

1.6. 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.

1.7. Pendency of Dispute; Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not in and of themselves relieve or excuse either Party from its ongoing duties and obligations under this Stadium Lease or any right, duty or obligation arising herefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a Party, the arbitrator may issue interim measures for preservation or protection of the status quo.

1.8. Attorneys' Fees and Costs. In any arbitration arising out of or related to this Exhibit, the arbitrator(s) shall award to the prevailing party, if any, the Attorneys' Fees and Costs reasonably incurred by the prevailing party in connection with the arbitration in accordance with the terms of Paragraph 26.12 of the Stadium Lease.

1.9. Complete Defense. The Parties agree that compliance by a Party with Section 1 of this Exhibit shall be a complete defense to any suit, action or proceeding instituted in any federal or state court, or before any administrative tribunal by the other Party with respect to any Dispute or Controversy which is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

Section 2. Mediation. If a Dispute or Controversy is required to be submitted to mediation in accordance with Paragraph 27.2 of the Stadium Lease, or the Parties otherwise mutually desire to submit a Dispute or Controversy to mediation prior to submitting such Dispute or Controversy to Regular Arbitration, the mediation shall be conducted in accordance with the following procedures:

2.1. Either Party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

2.2. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

2.3. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

2.4. Either party may initiate Regular Arbitration with respect to the Dispute or Controversy submitted to mediation by filing a written demand for Regular Arbitration at any time following the initial mediation session or at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of Regular Arbitration if the parties so desire.

2.5. Subject to the terms of Paragraph 27.3 of the Stadium Lease, at no time prior to the Earliest Initiation Date shall either side initiate Regular Arbitration or litigation related to the Dispute or Controversy except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Section 2.2 above.

2.6. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.