

EXHIBIT T

RECORDING REQUESTED BY:
Office of the City Attorney
City of Santa Clara, California

AND WHEN RECORDED MAIL TO:
Richard E. Nosky, Jr., City Attorney
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA

(SPACE ABOVE LINE FOR RECORDER'S USE)

THIS INSTRUMENT EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Team Sublease)

THIS RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("**Agreement**") is made and entered into as of March 28, 2012 (the "**Effective Date**"), by and among the City of Santa Clara, California, a chartered California municipal corporation (the "**City**"), as ground lessor, Santa Clara Stadium Authority, a joint exercise of powers entity, created through Government Code Section 6500 *et seq.* ("**Stadium Authority**"), as ground lessee and sublandlord, Forty Niners SC Stadium Company LLC, a Delaware limited liability company, as subtenant ("**StadCo**"), and Forty Niners Football Company LLC, a Delaware limited liability company, as sub-subtenant ("**Team**"). City, Stadium Authority, StadCo and Team are sometimes referred to herein as the "**Parties**," and each of City, Stadium Authority, StadCo and Team individually is sometimes referred to as a "**Party**."

RECITALS

A. City owns those certain parcels of real property generally located at the southwest corner of Tasman Boulevard and Centennial Drive in Santa Clara, California as more particularly described in Exhibit A, attached to this Agreement (the "**Stadium Site**").

B. City and Stadium Authority have entered into that certain Ground Lease dated as of March 28, 2012 (the "**Ground Lease**"), pursuant to which City has leased to Stadium Authority the Stadium Site for the term and upon the terms and conditions set forth in the Ground Lease.

C. Pursuant to the Ground Lease, Stadium Authority shall construct on the Stadium Site a stadium with a permanent seating capacity of up to 68,500 seats (with the possibility for expansion to approximately 75,000 seats), landscaping and infrastructure, all as more fully set forth in the Scope of Development, attached as an exhibit to the Ground Lease (the "**Stadium**").

D. Stadium Authority and StadCo have entered into that certain Stadium Lease Agreement dated as of March 28, 2012 (the "**Stadium Lease**"), pursuant to which Stadium Authority has leased to StadCo, for the term and upon the terms and conditions set forth in the

Stadium Lease, certain premises, including the Stadium more particularly described in the Stadium Lease.

E. In addition to the Stadium Lease, Stadium Authority and StadCo have entered into (or shall enter into prior to the Commencement Date of the Stadium Lease) the other Stadium Lease Documents described in the Stadium Lease.

F. City, Stadium Authority and StadCo have entered into that certain Recognition, Non-Disturbance and Attornment Agreement (Ground Lease) dated as of March 28, 2012 (the "**Ground Lease RNDA**"), pursuant to which, among other things, City and StadCo have agreed that, upon a Recognition Event (as therein defined), the Stadium Lease shall automatically become and shall thereafter be deemed a direct lease between City, as the successor landlord under the Stadium Lease, and StadCo, as Tenant, for the term and upon the terms and conditions set forth in the Ground Lease RNDA.

G. StadCo and Team have entered into a certain Sublease Agreement dated as of March 28, 2012 (the "**Team Sublease**"), pursuant to which StadCo has leased to Team, for the term and upon the terms and conditions set forth in the Stadium Lease, the following (collectively, the "**Subleased Premises**"): (i) the Stadium, including, but not limited to, those portions of the Stadium reasonably beneficial (or customarily given in NFL team occupied stadiums) for the playing, performing, or holding of Forty Niners Events (including, without limitation, Home Games, Warm-Up Sessions, Practice Sessions, and Other Forty Niners Events) or for any other Permitted Use and generally consisting of, but not limited to, the Forty Niners Spaces, Coaches' Offices, a commercial laundry facility, visiting team locker rooms, officials' locker rooms, spectator seats (excluding Suites), press lounges, media work rooms, press areas, meeting and conference rooms, all private club/V.I.P. spaces for use by the Team during the season and for certain pre season and post season activities to promote the Team, the Stadium field, staff lounge and spouses' waiting rooms, sponsors' booth, announcers' booth, radio and television broadcast studios, scoreboard and Communications System control rooms, lighting control areas, medical facilities, and any other areas designated as Forty Niners Spaces in the Project Documents, (ii) the Forty Niners In-House Parking, and (iii) the Forty Niners Parking Areas

H. City and Stadium Authority have agreed to enter into this Agreement in order to induce Team to enter into the Team Sublease.

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto and each of them do agree as follows:

1. Defined Terms. Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the respective meanings given to such terms in the Team Sublease.
2. Consents to Team Sublease. City and Stadium Authority hereby consent to StadCo's execution and delivery of the Team Sublease, and the performance by StadCo of all of its obligations under the Team Sublease.

3. Amendments.

(a) Ground Lease. Team acknowledges that that City and Stadium Authority have the right to amend the Ground Lease as provided by the terms contained therein. However, notwithstanding the foregoing, City and Stadium Authority covenant and agree that they will not amend or otherwise modify the Ground Lease without the prior written approval of Team, which approval will not be unreasonably withheld, conditioned or delayed by Team; provided, however, that it shall not be unreasonable for Team to withhold consent to an amendment that increases its obligations or diminishes its rights under the Team Sublease.

(b) Stadium Lease. Team acknowledges that Stadium Authority and StadCo have the right to amend the Stadium Lease Documents as provided by the terms contained therein. However, notwithstanding the foregoing, Stadium Authority and StadCo covenant and agree that they will not amend or otherwise modify the Stadium Lease Documents without the prior written approval of Team, which approval will not be unreasonably withheld, conditioned or delayed by Team; provided, however, that it shall not be unreasonable for Team to withhold consent to an amendment that increases its obligations or diminishes its rights under the Team Sublease.

(c) Team Sublease. City and Stadium Authority acknowledge that StadCo and Team have the right to amend the Team Sublease as provided by the terms contained therein. However, notwithstanding the foregoing, Team and StadCo acknowledge that the City shall have the right to approve any portion of any such amendment that would affect the compliance of the Stadium Lease with any of the Measure J Stadium Lease Conditions, which approval shall not be unreasonably withheld, conditioned or delayed.

4. Notices Given Under Ground Lease and Stadium Lease.

(a) Ground Lease Notices. City hereby agrees that it will use commercially reasonable efforts to deliver to Team a copy of any written notice given by or on behalf of City to Stadium Authority under the Ground Lease within three (3) Business Days of the delivery of the same to Stadium Authority, provided that no notices of default delivered by City to the Stadium Authority shall be effective for any purpose until a copy of such notice is delivered to Team. Stadium Authority hereby agrees that it will deliver to Team a copy of any written notice given by or on behalf of Stadium Authority to City under the Ground Lease within three (3) Business Days of the delivery of the same to City.

(b) Stadium Lease Notices. Stadium Authority hereby agrees that it will use commercially reasonable efforts to deliver to Team a copy of any written notice given by or on behalf of Stadium Authority to StadCo under the Stadium Lease within three (3) Business Days of the delivery of the same to StadCo, provided that no notices of default delivered by Stadium Authority to StadCo shall be effective for any purpose until a copy of such notice is delivered to Team.. StadCo hereby agrees that it will deliver to Team a copy of any written notice given by or on behalf of StadCo to Stadium Authority under the Stadium Lease within three (3) Business Days of the delivery of the same to Stadium Authority.

5. Recognition, Non-Disturbance and Attornment.

(a) Defined Terms. Notwithstanding Section 1 above to the contrary, unless otherwise defined in this Section 5, capitalized terms used in this Section 5 shall have the respective meanings given to such terms in the Stadium Lease.

(b) Recognition By Stadium Authority. If (1) the Stadium Lease (including, for purposes of this Section 5(b) only, any New Lease entered into pursuant to the provisions of the Stadium Lease) is terminated or cancelled for any reason (including, but not limited to, as a consequence of a default by any Party, the rejection of the Stadium Lease in a Bankruptcy Proceeding, or the failure by all Tenant Mortgagees to timely exercise Tenant Mortgagee's Cure Rights) prior to the expiration or earlier termination of the Team Sublease, excepting only a termination, with Team's consent, because of a Casualty or a Condemnation Action affecting the Premises, (2) the Ground Lease (or a new lease granted by City pursuant to Section 14.16 of the Ground Lease) remains in full force and effect and (3) no Tenant Mortgagee exercises the right to require a New Lease pursuant to Paragraph 29.5 of the Stadium Lease (a "**Stadium Authority Recognition Event**"), then Stadium Authority and Team (or a person or entity designated by Team) (in either case, "**StadCo Successor**") shall enter into a New Stadium Lease. For purposes hereof, a "**New Stadium Lease**" means a new lease of the Premises upon all of the terms, conditions, and covenants of the Stadium Lease and the other Stadium Lease Documents (as the same may have been amended, supplemented, modified, renewed or extended from time to time in accordance with Section 3(b) above). Any such New Stadium Lease shall: (x) commence immediately upon (or retroactively to, as the case may be) the Stadium Authority Recognition Event (or, if applicable pursuant to Section 5(c) below, City-Team Recognition Event); and (y) continue for the entire remaining Term of the Stadium Lease, as if no termination of the Stadium Lease had occurred. If Stadium Authority fails to enter into a New Stadium Lease when and as required to do so, then Stadium Authority shall nevertheless be deemed to have done so as this Agreement requires, but this shall not limit Stadium Authority's obligations. In no event shall Team be required to cure any Tenant Default as a condition to obtaining or retaining a New Stadium Lease or otherwise.

(c) Recognition By City.

(1) If (A) the Ground Lease (including, for purposes of this Section 5(c) only, any new lease entered into by City and a "Recognized Mortgagee" or its designee pursuant to the provisions of the Ground Lease (a "**New Ground Lease**")) shall be terminated or cancelled for any reason (including, but not limited to, as a consequence of a default by any Party, the rejection of the Ground Lease in a Bankruptcy Proceeding, or the failure by all Tenant Mortgagees to timely exercise Tenant Mortgagee's Cure Rights) and, prior to or concurrently with any such termination or cancellation, the Stadium Authority has entered into (or is deemed to have entered into) a New Stadium Lease with StadCo Successor pursuant to Section 5(b) above (unless, as of the date of such termination or cancellation of the Ground Lease, City assigns the New Stadium Lease to the tenant under a New Ground Lease as provided in Section 14.16 of the Ground Lease) or (B) following City's assumption of the obligations of the Landlord under the Stadium Lease pursuant to the Ground Lease RNDA, the Stadium Lease shall be terminated or cancelled for any reason, and no Tenant Mortgagee exercises the right to require a New Lease pursuant to Paragraph 29.5 of the Stadium Lease (the occurrence of the circumstances in clause (A) or (B) is herein referred to as a "**City-Team Recognition Event**"), then City and StadCo Successor shall enter into a New Stadium Lease; provided, however, that, unless the Stadium Authority Put Right

set forth in Article 5 of the Stadium Lease has been previously exercised by the Stadium Authority, City shall be deemed to have automatically exercised such Stadium Authority Put Right, and the Tenant Season Expansion Date (as defined in Paragraph 5.1 of the Stadium Lease) shall be the date of the City-Team Recognition Event. If City fails to enter into a New Stadium Lease when and as required to do so, then City shall nevertheless be deemed to have done so as this Agreement requires, but this shall not limit City's obligations. In no event shall Team be required to cure any Tenant Default as a condition to obtaining or retaining a New Stadium Lease or otherwise.

(2) City covenants and agrees for the benefit of Team to be bound by and adhere to the terms of Paragraph 4.5 of the Stadium Lease regardless of whether it is Landlord under the Stadium Lease or under the New Stadium Lease. Further, City hereby recognizes the right of StadCo to seek an injunction under Paragraph 4.5 of the Stadium Lease to enforce the provisions of such Paragraph. In the event that the joinder of City is necessary in order to institute, maintain or enforce such injunction proceedings, City agrees to cooperate with StadCo as is reasonably necessary to afford StadCo the full rights and privileges granted to StadCo in Paragraph 4.5 of the Stadium Lease.

(3) City's obligations under this Section 5(c) shall survive the termination of the Stadium Lease.

(d) Non-Disturbance by Stadium Authority. Without limiting the provisions of Section 5(b) above, unless the Team Sublease or, if applicable, New Stadium Lease has been validly terminated, the Stadium Authority agrees that Team's or, if applicable, StadCo Successor's possession and use of the Premises and rights and privileges under the Team Sublease or, if applicable, New Stadium Lease, or any modifications, extensions, renewals or replacements thereof, shall not be disturbed by Stadium Authority during the term of the Stadium Lease or, if applicable, New Stadium Lease.

(e) Non-Disturbance by City. Without limiting the provisions of Section 5(c) above, unless the Team Sublease or, if applicable, New Stadium Lease has been validly terminated, City agrees that Team's or, if applicable, StadCo Successor's possession and use of the Premises and StadCo Successor's rights and privileges under the Team Sublease or, if applicable, New Stadium Lease, or any modifications, extensions, renewals or replacements thereof, shall not be disturbed by Stadium Authority during the term of the Stadium Lease or, if applicable, New Stadium Lease.

(f) Attornment to Stadium Authority. Upon any Stadium Authority Recognition Event, Team agrees to recognize and attorn to Stadium Authority pursuant to a New Stadium Lease as provided in Section 5(b) above.

(g) Attornment to City. Upon any City-Team Recognition Event, Team agrees to recognize and attorn to City pursuant to a New Stadium Lease as provided in Section 5(c) above.

(h) Self-Operative Provisions. The provisions of this Section 5 shall be self-operative, and effective without the need for City, Stadium Authority, StadCo or Team to execute or deliver any further documents. Within twenty (20) days of receipt of the written request of City

or Team, City and Team shall confirm the provisions of this Section 5 in reasonable written form. In addition, within twenty (20) days of receipt of the written request of Stadium Authority or Team, Stadium Authority and Team shall confirm the provisions of this Section 5 in reasonable written form.

6. Covenants of City and Stadium Authority.

(a) Team Sublease, Stadium Lease and Ground Lease Superior.

(1) Notwithstanding Section 1 above to the contrary, unless otherwise defined in this Section 6(a), capitalized terms used in this Section 6(a) shall have the respective meanings given to such terms in the Stadium Lease.

(2) City and Stadium Authority agree that any Mortgage(s) encumbering their respective interests in the Premises (a "Fee Mortgage" or a "Stadium Authority Mortgage", respectively) must, at all times during which the Team Sublease is in full force and effect, comply with the provisions of Paragraph 29.7 of the Stadium Lease. Any Fee Mortgage or Stadium Authority Mortgage that violates the provisions of Paragraph 29.7 of the Stadium Lease shall be null and void and shall violate this Agreement. Team need not join in, or subordinate the Team Sublease to, any Fee Mortgage or Stadium Authority Mortgage, and no such joinder or subordination by Team shall be effective without the prior written consent of all Tenant Mortgagees (also referred to herein as a "**StadCo Mortgage**") and Subleasehold Mortgagees (as defined in the Team Sublease). Further, without limiting the foregoing, City covenants and agrees that for so long as the Team Sublease is in full force and effect, Stadium Authority's, StadCo's and Team's leasehold interests in, and other rights to, the Stadium Site arising under the Ground Lease, the Stadium Lease and the Team Sublease, respectively, shall be senior and prior to any Fee Mortgage existing, created or arising in connection with the Stadium Site or any portion thereof and that any Fee Mortgage placed or suffered by City covering the City's interest in Stadium Site shall be expressly subject and subordinate in any and all respects to the Ground Lease, the Stadium Lease, the Team Sublease, and this Agreement, all of the obligations of City, the Stadium Authority thereunder and hereunder, and all of the rights, titles, interests and estates of Team created or arising under the Team Sublease or this Agreement.

(3) A Fee Mortgage shall attach solely to the Fee Estate, and a Stadium Authority Mortgage shall attach solely to the Landlord's Estate (also referred to herein as the "**Stadium Authority's Leasehold Estate**"). Every Fee Mortgage and Stadium Authority Mortgage shall be, and shall state that it is, subject to all of the Mortgagee Protection provisions of the Stadium Lease, and the like provisions of any New Lease. No Fee Mortgage nor Stadium Authority Mortgage may encumber or attach to, or otherwise affect (by way of Foreclosure or otherwise) the Team Sublease or Team's subleasehold estate, any new sublease entered into pursuant to Section 13.4 of the Team Sublease ("**New Team Sublease**"), any Mortgage that encumbers any of the foregoing, or any other estate or interest arising out of the Team Sublease or any New Team Sublease, including any amendment or modification of any of the foregoing. Neither City nor Stadium Authority shall grant a Mortgage unless the proposed Fee Mortgagee or Landlord Mortgagee (also referred to herein as a "**Stadium Authority Mortgage**"), as the case may be, executes a Non-Disturbance Agreement satisfying the requirements of Paragraph 16.9 of the Stadium Lease. Upon Foreclosure of a Fee Mortgage, the transferee shall succeed only to the

Fee Estate, subject to, and as encumbered by, the Stadium Lease, the Team Sublease and such other interests. Upon Foreclosure of a Stadium Authority Mortgage, the transferee shall succeed only to the Stadium Authority's Leasehold Estate, subject to, and as encumbered by, the Stadium Lease, the Team Sublease and such other interests. The foregoing provisions shall not preclude a Person from owning interests in both a Fee Mortgage and a Stadium Authority Mortgage, or in both a Stadium Authority Mortgage and a Tenant Mortgage, or in both a Fee Mortgage and a Tenant Mortgage.

(4) Notwithstanding the relative priority of the Team Sublease, the Stadium Lease, the Ground Lease, and the Fee Estate, no Foreclosure of a Fee Mortgage shall terminate or otherwise adversely affect the Stadium Authority's Leasehold Estate, the Leasehold Estate of StadCo under the Stadium Lease, the subleasehold estate of Team under the Team Sublease or the interest of any Stadium Authority Mortgagee, StadCo Mortgagee or Subleasehold Mortgagee, and no Foreclosure of a Stadium Authority Mortgage shall terminate or otherwise adversely affect the estate or interest of Team or any Subleasehold Mortgagee. If the Foreclosure of a Fee Mortgage does not result in a termination of Stadium Authority's Leasehold Estate, then the Stadium Lease and the Team Sublease shall continue in full force and effect, without change, and those provisions of the Stadium Lease that specify rights and duties on the part of City under the Stadium Lease shall be binding upon the transferee of the Fee Estate. If the Foreclosure of a Fee Mortgage results in a termination of the Stadium Authority's Leasehold Estate, then neither the Stadium Lease nor the Team Sublease shall be terminated thereby, but the Stadium Lease shall continue in full force and effect as a direct lease between the transferee of the Fee Estate and StadCo. Upon any Foreclosure of a Stadium Authority Mortgage, the Stadium Lease shall not terminate, but shall continue in full force and effect between the transferee of the Stadium Authority's Leasehold Estate and StadCo, as if such transferee had been the original landlord thereunder, and StadCo shall attorn to the transferee of the Stadium Authority's Leasehold Estate, provided that such transferee has assumed in writing all obligations of the Stadium Authority under the Stadium Lease. Such attornment shall in no way diminish or impair StadCo's rights and remedies against the Stadium Authority (all of which StadCo may continue to assert against the successor Landlord), or require StadCo to waive any default by the Stadium Authority.

(b) Third Party Condemnation. The Parties acknowledge and agree to the provisions of Section 17.3 of the Team Sublease making Team a third party beneficiary of the Stadium Lease and granting Team the right to enforce StadCo's obligations to restore the Stadium in accordance with the Stadium Lease.

(c) Waivers of Immunity. City and Stadium Authority each unconditionally and irrevocably (1) covenants and agrees that the execution, delivery and performance by it of this Agreement constitute private, proprietary, and commercial acts rather than public or governmental acts; (2) covenants and agrees that should any Actions or Proceedings (as defined in the Stadium Lease) be brought against it or its assets in relation to this Agreement or any transaction contemplated hereunder, no immunity (sovereign or otherwise) from such Actions or Proceedings (which shall be deemed to include suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) shall be claimed by or on behalf of itself or with respect to its assets; (3) waives any such right of immunity (sovereign or otherwise) which it or its assets now has or may acquire in the future; and (4) consents to the enforcement of any arbitral award or judgment against it in any such proceedings and to the giving of any relief or the

issue of any process in connection with any such proceedings. Notwithstanding anything to the contrary in this Agreement, City's liability to StadCo or Team for damages arising out of or in connection with City's breach of any provision or provisions of this Agreement or, if applicable, the New Stadium Lease, shall not exceed the value of City's equity interest in the Stadium Site and the improvements thereon, its right to rents therefrom, the proceeds payable to City upon consummation of a sale of the Stadium Site and its right to Insurance Proceeds or Awards pursuant to Article 11 and Article 12 of the Ground Lease.

7. Waivers of Subrogation.

(a) City. To the extent permitted by Applicable Laws (as defined in the Stadium Lease), and without affecting the insurance coverage required to be maintained under the Ground Lease, the Stadium Lease, or the Team Sublease, City and Team each waive all rights of recovery, claim, action or cause of action against the other for any damage to Property (including the Subleased Premises), to the extent that such damage (1) is covered (and only to the extent of such coverage without regard to deductibles) by insurance actually carried by the Party holding or asserting such right of recovery, claim, action or cause of action or (2) would be insured against under the terms of any insurance required to be carried under the Ground Lease or the Team Sublease (as applicable) by the Party holding or asserting such right of recovery, claim, action or cause of action. This provision is intended to (i) restrict each of City and Team (if and to the extent permitted by Applicable Laws) to recovery against insurance carriers to the extent of such coverage and to waive (to the extent of such coverage), for the benefit of City and Team, rights or claims which might give rise to a right of subrogation in any insurance carrier and (ii) give City and Team the benefit of the foregoing notwithstanding any failure by City or Team to maintain the insurance required under the Ground Lease or the Team Sublease (as applicable).

(b) Stadium Authority. To the extent permitted by Applicable Laws, and without affecting the insurance coverage required to be maintained under the Ground Lease, the Stadium Lease, or the Team Sublease, Stadium Authority and Team each waive all rights of recovery, claim, action or cause of action against the other for any damage to Property (including the Subleased Premises), to the extent that such damage (1) is covered (and only to the extent of such coverage without regard to deductibles) by insurance actually carried by the Party holding or asserting such right of recovery, claim, action or cause of action or (2) would be insured against under the terms of any insurance required to be carried under the Ground Lease, the Stadium Lease or the Team Sublease (as applicable) by the Party holding or asserting such right of recovery, claim, action or cause of action. This provision is intended to (i) restrict each of Stadium Authority and Team (if and to the extent permitted by Applicable Laws) to recovery against insurance carriers to the extent of such coverage and to waive (to the extent of such coverage), for the benefit of Stadium Authority and Team, rights or claims which might give rise to a right of subrogation in any insurance carrier and (ii) give Stadium Authority and Team the benefit of the foregoing notwithstanding any failure by Stadium Authority or Team to maintain the insurance required under the Ground Lease, the Stadium Lease or the Team Sublease (as applicable).

8. Team Rights under Stadium Lease.

(a) Team shall have the right, but not the obligation, to perform any covenant or agreement under the Stadium Lease to be performed by StadCo (and Stadium Authority agrees that

Team may enter any portion of the Stadium Site (or any part thereof) for purposes of effecting such performance) which is not performed by StadCo when due, and Stadium Authority shall accept such performance by Team as if performed by StadCo.

(b) Team shall have the right (but not the obligation) to cure StadCo's defaults under the Stadium Lease at any time prior to the expiration of the grace period provided to StadCo to cure such default (if applicable, as extended by the same number of days as delivery of notice of such default to Team in accordance with Section 5 above is delayed).

9. Miscellaneous Provisions.

(a) Time. Times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence in such instrument. All provisions in this Agreement which specify or provide a method to compute a number of days for the performance, delivery, completion, or observance by a Party hereto of any action, covenant, agreement, obligation, or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, in the event the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by any Party hereto, or for the occurrence of any event provided for herein, shall be a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday.

(b) Covenants Running with the Estates in Land. The Parties covenant and agree that all of the conditions, covenants, restrictions, agreements, rights, privileges, obligations, duties, specifications, and recitals contained in this Agreement, except as otherwise expressly stated therein, shall be construed as covenants running with title to the Premises and the leasehold estates created by the Ground Lease, the Stadium Lease, and the Team Sublease, respectively, which shall extend to, inure to the benefit of and bind, City, Stadium Authority, StadCo and Team, and their permitted successors and assigns, to the same extent as if such successors and assigns were named as original Parties to this Agreement, such that this Agreement shall, at all times during the Sublease Term of the Team Sublease, bind the owner and holder of any fee, leasehold or subleasehold interest in or to the Subleased Premises, or any portion thereof, and shall bind predecessors thereof, except as otherwise expressly provided therein.

(c) Notices. All notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Agreement shall be given in writing to such Party at the address set forth in Exhibit B attached hereto or at such other address as such Party shall designate by written notice to the other Party and may be (1) sent by registered or certified U.S. Mail with return receipt requested, (2) delivered personally (including delivery by private courier services) or (3) sent by facsimile (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (A) three (3) Business Days after posting if mailed as provided, (B) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (C) in the case of facsimile (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party

shall have the right at any time and from time to time to specify Additional Addressees to whom notice under this Agreement must be given, by delivering to the other Party five (5) days' notice thereof setting forth the address(es) for each such Additional Addressee.

(d) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Laws and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(e) Binding Effect. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

(f) Governing Law. This Agreement and the actions of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of California (excluding principles of conflict of laws).

(g) Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.

(h) Incorporation of Exhibits. The Exhibits attached to this Agreement shall be incorporated therein by reference in their entirety and made a part hereof for all purposes.

(i) Headings. The headings of the various sections and other subdivisions of this Agreement shall be for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

(j) Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of this Agreement.

(k) Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof.

(l) Authority. Each of the Parties represents and warrants that (1) the Person executing this Agreement on such party's behalf is duly authorized to do so, and (2) such Party has

the requisite power and authority to enter into this Agreement and perform all of its obligations hereunder.

[Signatures follow on next page.]

IN WITNESS WHEREOF, City, Stadium Authority, StadCo and Team have duly executed this Recognition, Non-Disturbance and Attornment Agreement (Team Sublease) as of the day and year first above written.

City:

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

JENNIFER SPARACINO
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

Date

Stadium Authority:

**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.
Authority General Counsel

ATTEST:

ROD DIRIDON, JR.
Authority Secretary

JENNIFER SPARACINO
Executive Director

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

Date

[Signatures continue on next page.]

*[Signatures continued from previous page –
Recognition, Non-Disturbance and Attornment Agreement (Team Sublease)]*

StadCo:

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

By: _____
Name: Larry MacNeil
Title: Vice President and Chief Financial Officer

Team:

FORTY NINERS FOOTBALL COMPANY LLC,
a Delaware limited liability company

By: _____
Name: Larry MacNeil
Title: Chief Financial Officer

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF STADIUM SITE

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being more particularly described as follows:

All of Lot 1, as shown on that certain Map entitled Tract No. 10118 filed for record on March 23, 2012 in Book 851 of Maps at Pages 29-34, Santa Clara County Records.

EXHIBIT B

NOTICE ADDRESSES

City:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Jennifer Sparacino, City Manager

with a copy to:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Richard E. Nosky, Jr., City Attorney

Stadium Authority:

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Jennifer Sparacino, Executive Director

with copies to:

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Richard E. Nosky, Jr., Authority General Counsel

StadCo:

Forty Niners SC Stadium Company LLC
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: John Edward York, President

with copies to:

Forty Niners SC Stadium Company LLC
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: Larry MacNeil, CFO

Team:

San Francisco Forty Niners, Limited
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: John Edward York, President

with copies to:

San Francisco Forty Niners, Limited
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: Larry MacNeil, CFO

and

Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, CA 94111
Attention: Harry O'Brien