

FINAL

**FIFA WORLD CUP 2026
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **FIFA WORLD CUP 2026 ASSIGNMENT AND ASSUMPTION AGREEMENT** (“Agreement”) is entered into and effective as of February 11, 2025 (“Effective Date”), by and between Bay Area Host Committee, a California nonprofit mutual benefit corporation (“BAHC” or “Assignee”), Forty Niners Stadium Management Company LLC, a Delaware limited liability company (“ManCo” or “Assignor”), the Santa Clara Stadium Authority, a California joint powers authority (“Stadium Authority”), and the City of Santa Clara, a chartered municipal corporation (“City”) (each a “Party” and collectively the “Parties”) with reference to the following facts:

RECITALS

A. WHEREAS, as of January 17, 2018, ManCo entered into that certain Stadium Agreement by and among United States Soccer Federation, Inc. (“USSF”) and ManCo, as addended by that certain Addendum to Hosting Agreements by and among Federation Internationale de Football Association (“FIFA”), ManCo and BAHC, as of June 13, 2022, and that certain Amended and Restated Addendum to Hosting Agreements, entered into and effective as of the Effective Date hereof, by and among FIFA, ManCo and BAHC (together with any annexes, exhibits, and schedules thereto and any related future agreements, amendments and addenda the “Stadium Agreement”); and

B. WHEREAS, Assignee was formed to attract cultural and sporting events to the San Francisco Bay Area for the benefit of the region; and

C. WHEREAS, the purpose of the Stadium Agreement is to, among other things, set forth the terms and conditions whereby certain 2026 FIFA World Cup matches and certain ancillary events associated with those matches, as set forth in the Stadium Agreement (each a “World Cup Stadium Event” and collectively, the “World Cup Stadium Events”), would be hosted at Levi’s Stadium in Santa Clara, California (the “Stadium”); and

D. WHEREAS, ManCo’s rights and obligations to book Non-NFL Events at the Stadium is governed by the terms of the Amended and Restated Stadium Lease Agreement by and between the Santa Clara Stadium Authority and Forty Niners SC Stadium Company LLC, entered into as of June 19, 2013 (“Stadium Lease”) and the Stadium Management Agreement by and among Santa Clara Stadium Authority, Forty Niners Stadium Management Company LLC and Forty Niners SC Stadium Company LLC, dated as of March 28, 2012 and as amended thereafter (“Management Agreement”); and

E. WHEREAS, concurrent with Stadium Agreement, BAHC and FIFA entered into that certain Host City Agreement (as amended, the “Host City Agreement”) pursuant to which BAHC agreed to provide certain other forms of support and services throughout the region and within the City in connection with the World Cup 2026 Event; and

F. WHEREAS, effective as of July 1, 2024, City and BAHC entered into that certain Interim Funding Agreement (“IFA”) pursuant to which BAHC agreed to reimburse the City for

certain “Eligible Costs” incurred by City in connection with “Event Planning Work” for the World Cup Stadium Events; and

G. WHEREAS, given the regional nature of the event, the substantial costs involved and, notwithstanding such costs, the projected direct and indirect benefits of the event to the City, the Parties desire to enter into this Agreement to set forth the terms upon which (1) BAHC shall assume ManCo’s and Stadium Authority’s rights and obligations under the Stadium Agreement, (2) City/Stadium Authority and ManCo shall cooperate with and provide certain services to BAHC in order to assist with the event, and (3) related event matters; and

H. WHEREAS, ManCo has requested, and received, Stadium Authority’s prior written consent to the assignment provided for herein; and

I. WHEREAS, capitalized terms not expressly defined herein shall have the meanings ascribed thereto in the attached Index of Definitions (Appendix 1).

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 hereby agree as follows:

AGREEMENT

1. Assignment and Assumption

1.1 In General. Unless otherwise stated herein, as of the Effective Date, ManCo hereby grants, transfers, conveys and assigns to the BAHC all of its right, title and interest in and to the Stadium Agreement and all of its obligations and liabilities thereunder, and BAHC hereby accepts such rights, title and interest and assumes such obligations and liabilities, subject to the terms and conditions of this Agreement (the “Assignment and Assumption”).

1.1.1 No Agency or Agent Authorization. The Parties hereby confirm that BAHC is not an agent of the City or of the Stadium Authority, and this Agreement does not create in any way an implied agency authorization or partnership.

1.1.2 Venue/License Agreements. BAHC and ManCo agree that any amendment to the Stadium Agreement, and any Venue Agreement or License Agreement with FIFA pertaining to the World Cup Stadium Events at the Stadium shall be consistent with the terms of this Agreement.

1.1.3 City/Stadium Authority’s Access Rights. The Parties hereby confirm City and Stadium Authority’s rights of access and use of the Stadium Premises and Appurtenant Areas (excluding StadCo’s Exclusive Facilities), as defined in the Stadium Lease between Stadium Authority and StadCo during Non-Exclusive and Exclusive operating periods, for the sole purpose of providing World Cup Support Services hereunder. Further, during non-match days, senior Stadium Authority staff shall retain “as-needed” access rights to Stadium Authority designated office space, subject to reasonable security requirements imposed by FIFA and coordination with Stadium Manager.

1.2 Approval by FIFA. The Parties will cooperate to obtain FIFA's written approval of the Assignment and Assumption in substantially the form attached hereto as **Exhibit A** ("FIFA Approval"). Such approval shall include, as of the Effective Date, FIFA's agreement to release Stadium Authority from any obligations under the Stadium Agreement. FIFA's execution of the FIFA Approval shall be a condition to effectiveness of this Agreement.

1.3 No Modification of Host City Agreement or Stadium Agreement. The Parties acknowledge and agree that no provision of this Agreement shall have the effect of modifying any term or condition of the Host City Agreement or the Stadium Agreement, as amended by the "Second Addendum" (as defined in **Exhibit A**) (collectively the "Amended and Restated Hosting Documents"). In addition, BAHC and ManCo agree that upon and after the Effective Date of this Agreement, BAHC's existing obligations under the Host City Agreement, and BAHC's assumed obligations under the Stadium Agreement, shall be in full force and effect under the terms of such agreements, and in the event of a conflict between this Agreement and any of the Amended and Restated Hosting Documents, the terms of the Amended and Restated Hosting Documents shall control.

2. City/Stadium Authority Event Related Expenses

2.1 In General. City/Stadium Authority agree to provide BAHC with public safety and related support services in connection with World Cup Stadium Event activities in and around the Stadium on the terms set forth in this Agreement ("World Cup Support Services"). As part of its obligations hereunder, BAHC shall be responsible for the payment to City/Stadium Authority of all "Qualified Event Expenses" (as defined below) incurred by City or Stadium Authority in connection with providing World Cup Support Services. For purposes of this Agreement, Qualified Event Expenses shall be comprised of the following: (a) "Interim Funding Agreement Eligible Costs" due but not yet paid as "Eligible Costs" under the terms of the Interim Funding Agreement; (b) "Event Planning and Training Expenses" incurred by City/Stadium Authority after the Effective Date; (c) "Actual Event Expenses" incurred by City/Stadium Authority in connection with the provision of public safety, traffic management and related services at or around the Stadium as required to support World Cup Stadium Events in accordance with the provisions of the Public Safety Plan prepared in accordance with the terms of Section 5.3, below; (d) "Required Equipment Expenses" (as more particularly described in Section 2.3.4, below; and (e) "Miscellaneous or Unexpected Expenses" not included in (a) – (d), above, that are either (i) expressly provided for as Qualified Event Expenses elsewhere in this Agreement, (ii) are expenses that the Parties, before such expenses are incurred or expended, reasonably discuss and agree constitute appropriate World Cup Stadium Events related expenses that are necessary for the performance of Stadium Agreement obligations, or (iii) if such advance discussions are not practical or possible, such other reasonable costs or expenses that may be incurred by City/Stadium Authority in good faith that are of a similar nature or character of other Qualified Event Expenses, subject to BAHC's reasonable approval. More specific definitions and examples of the "Interim Funding Agreement Eligible Costs," "Event Planning and Training Expenses," and "Actual Event Expenses" cost components comprising Qualified Event Expenses are set forth on **Exhibit B** attached hereto and incorporated herein by this reference. For purposes of this Agreement, Qualified Event Expenses shall not include (x) general Stadium overhead and staff time costs that, under existing Stadium Authority billing and accounting practices, are not charged to specific Non-NFL Events, or do not exceed already budgeted staff time; (y) staff time negotiating, administering,

or resolving any disputes under, the terms of this Agreement; and (z) other City/Stadium Authority expenses not related to preparations for, or services provided in support of, World Cup Stadium Events, except as otherwise expressly agreed to by City/Stadium Authority and BAHC under the terms of this Agreement (collectively “Ineligible Expenses”).

2.2 Cost Estimate Process

2.2.1 Preliminary Estimate for City/Stadium Authority Event Support Costs. To facilitate BAHC budgeting and fundraising efforts with respect to the World Cup Stadium Events, City/Stadium Authority have developed a preliminary estimate for the cost components comprising the Qualified Event Expenses for which they are expecting payment from BAHC (“Preliminary Cost Estimate”). This Preliminary Cost Estimate is set forth on **Exhibit C** attached hereto and incorporated herein by this reference.

2.2.2 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 all available new or additional information necessary to allow for City and Stadium Authority to refine and update their Preliminary Cost Estimate. Beginning on April 1, 2025, and bimonthly thereafter, City/Stadium Authority shall submit an updated version of their Preliminary Cost Estimate to BAHC and ManCo (each and “Updated Cost Estimate” and collectively the “Updated Cost Estimates”). Each Updated Cost Estimate shall include offsets for amounts of Qualified Event Expenses already paid, if any, at the time of submittal. 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 (each a “Material Cost Adjustment”), such Party shall notify all other Parties in writing of such Material Cost Adjustment as soon as practicable, but no later than thirty (30) days after discovery of such information. Any Updated Cost Estimate generated hereunder shall be dated and incorporated into an updated version of **Exhibit C**. 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.

2.2.3 Nature of Estimates. While City and Stadium Authority have endeavored to develop the Preliminary Cost Estimate, and will develop Updated Cost Estimates, in good faith, using commercially reasonable means and methods and, to the best of their knowledge, information that is accurate, 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/Stadium Authority are relying was obtained from third parties, including BAHC and ManCo; (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 World Cup Stadium Events (“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 World Cup Stadium Events, and the ultimate reimbursement of Qualified Event Expenses, 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.

2.3 Invoicing and Payment of Qualified Event Expenses. The City/Stadium Authority shall invoice BAHC and BAHC shall reimburse City/Stadium Authority for its Qualified Event Expenses as follows:

2.3.1 Interim Funding Agreement Expenses Not Yet Paid. Any amounts due and payable under the IFA shall be paid in accordance with the terms thereof and shall not be charged or payable under the terms of this Agreement. If, for whatever reason, amounts owed under the IFA remain in dispute between the parties during the term of this Agreement, the parties may mutually agree to consolidate such dispute with any dispute(s) to be resolved under the terms of this Agreement.

2.3.2 Event Planning and Training Expenses

a. City/Stadium Authority Payment Requests. To receive payment for its Event Planning and Training Expenses, City/Stadium Authority shall submit monthly invoices to BAHC in the form attached hereto as **Exhibit D** (each a "Payment Request" and collectively "Payment Requests"). Payment Requests shall include a statement of both City/Stadium Authority staff time and out of pocket expenses paid or owed to third parties. All City/Stadium Authority staff time shall be billed at City/Stadium Authority then applicable full costs recovery rates in accordance with existing billing practices for other Non-NFL Events held at the Stadium. Staff costs shall be billed on an hourly basis, in .25 of an hour (15 minutes) increments, and shall include a description of the work by category as set forth on **Exhibit D**. 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.

b. 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/Stadium Authority and City/Stadium Authority 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").

c. 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/Stadium Authority 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 2.3.2.d, below. In the event BAHC reasonably disputes any portion of a Payment Request, BAHC and City/Stadium Authority agree to immediately meet and confer in good faith to resolve the dispute. If after two 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 2.5, below.

d. 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 a payment to City/Stadium Authority in the amount of the Completed Payment Request **less** any Disputed Amount. BAHC and City/Authority 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/Authority 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 an escrow account established by BAHC and City/Authority for this purpose (the “Disputed Amount Escrow”). Amounts in the Disputed Amount Escrow shall only be disbursed upon mutual agreement of BAHC and City/Stadium Authority, or upon a final binding order out of arbitration if such process is triggered under the terms of Section 2.5, below. Payments shall be made in the form of check or wire transfer as determined by City/Stadium Authority and the Disputed Amount Escrow Officer, respectively. BAHC and City/Authority 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.

e. Advance Review of Proposed Off-Site Travel/Training Costs. Prior to incurring expenses (either out of pocket costs or staff time) for which City/Stadium Authority will be seeking reimbursement associated with off-site training programs (“Off-Site Training Costs”) City/Stadium Authority shall provide BAHC a written summary of anticipated costs, explanation of need for the travel and/or training and a list of the City/Stadium Authority personnel participating (“Proposed Off-Site Training Budget”). City/Stadium Authority shall consider, in good faith, BAHC input on any Proposed Off-Site Training Budget, but shall reserve the right, in its sole discretion, to determine the training they deem necessary to assure public safety at the World Cup Stadium Events, and to seek reimbursement therefor. BAHC reserves the right to dispute any submittal for reimbursement of such costs as provided this Section 2.3.2.c, above.

2.3.3 Actual Event Expenses.

a. Advance Payments. BAHC agrees to make advance payments to City/Stadium Authority to offset projected Actual Event Expenses (each and “Advance Payment” and collectively the “Advance Payments”) as follows:

b. First Advance Payment: Fifty Percent (50%) of the most recent Updated Estimate for Actual Event Expenses (as of April 1, 2026) payable on or before May 1, 2026.

c. Second Advance Payment: Twenty-Five Percent (25%) of the most recent Updated Estimate for Actual Event Expenses (as of June 1, 2026) payable on or before June 22, 2026.

For example, if the Updated Cost Estimate for Actual Event Expenses as of April 15, 2026, is \$8 million, the First Installment Payment due and payable by BAHC to City/Stadium Authority by on or before May 1, 2026, would be 50% of \$8 million, or \$4,000,000. If the Updated Cost Estimate for Actual Event Expenses as of June 1, 2026, has changed and is now \$8.5 million, the Second Installment Payment due and payable by BAHC to City/Stadium Authority by on or before June 22, 2026 would be 25% of \$8.5 million, or \$2,125,000.

d. Actual Event Expense Invoice Process. City/Stadium Authority Actual Event Expenses are expected to be incurred with respect to activities at or around the Stadium commencing on or about June 7, 2026 and ending on or about July 4, 2026 “Primary Event Operations Period”). (Note: This projected Primary Event Operations Period is subject to adjustment based upon input from FIFA, federal or state authorities, or the Santa Clara Police Department.) City/Stadium Authority shall submit a Payment Request to BAHC with respect to Actual Event Expenses recorded for such time period in the form attached hereto as **Exhibit D** and shall endeavor to do so by on or before August 21, 2026 (the “Primary Event Expense Request”). The Primary Event Expense 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/Stadium Authority 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 September 18, 2026 (the “Final Payment Request”). For both the Primary Event Expense Request and the Final Payment Request, all City/Stadium Authority staff time shall be billed at City/Stadium Authority then applicable full costs recovery rates consistent with existing practices for other Non-NFL Events held at the Stadium. Staff costs shall be billed on an hourly basis in one quarter of an hour (15 minute) increments and shall include a description of the work by category as set forth on **Exhibit D**. 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.

e. 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”).

f. 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 2.3.3.g, 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 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 2.5, below.

g. 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 2.3.2.d, 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/Stadium Authority has already received \$5.8 million in Advance Payments, and there is a Disputed Amount of \$200,000, the amount due and payable by BAHC to City/Authority with respect to such request under the terms of this Section would be \$1.5 million, and the deposit into the Disputed Amount Escrow would be \$200,000.

2.3.4 Special Rules for Equipment Costs per the Public Safety Plan.

a. In General. The Parties agree that certain public safety, transportation management and related equipment will be required in connection with City/Stadium Authority required and necessary public safety and transportation support services for the World Cup Stadium Events (“Required Event Equipment”), and the reasonable cost of such equipment (“Required Equipment Expenses”) shall constitute Qualified Event Expenses hereunder.

b. Equipment List. The agreed upon initial list of Required Event Equipment, including the estimated purchase or lease costs to be billed to BAHC for each, is presented as a subcategory within the attached Exhibit C. 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 2.2.2, above.

c. Purchased Equipment. Prior to purchasing any Required Event Equipment for which the entire purchase price is proposed to be expensed to BAHC, City/Stadium Authority shall first obtain BAHC’s written approval for such purchase.

City/Stadium Authority 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/Stadium Authority agrees to allow BAHC to coordinate such process. The purchase price for Required Event Equipment purchased for BAHC by City/Authority for use at the event shall be chargeable as a Qualified Event Expense to BAHC once payment is made. City/Stadium Authority shall endeavor to include such cost in the next scheduled Payment Request submittal. Once City/Stadium Authority has been reimbursed and purchased Required Equipment is no longer needed for World Cup Events, at BAHC's option, such equipment, subject to applicable laws, shall either be transferred to BAHC or sold, with the proceeds of such sale, less reasonable sales expenses, paid to BAHC.

d. Leased Equipment. With respect to Required Equipment to be leased to BAHC by City/Stadium Authority for use at World Cup Stadium Events, the associated lease charges shall be chargeable as a Qualified Event Expense for the number of days deployed for event support. City/Stadium Authority shall endeavor to include all corresponding lease charges in the Primary Event Expense Request submittal provided in 2.3.3.d, 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/Stadium Authority; (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 World Cup Events shall be accounted for and billed directly as a Qualified Expense Cost.

2.3.5 Miscellaneous or Unexpected Costs. Any Miscellaneous or Unexpected Cost approved or proposed under the terms of Section 2.1, above, 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 2.2.2, 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 2.3.2, or 2.3.3.d, 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 Request for the Final Payment Request.

2.3.6 Pre-Agreement Expenses. Amounts previously incurred by the City/Stadium Authority prior to the date of the IFA in the amount of up to \$150,000, shall be reimbursable to the City/Stadium Authority after all amounts due to City/Stadium Authority have been paid hereunder, or pursuant to the provisions of Section 3.3.3, 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.

2.4 ManCo/Stadium Authority Expenses.

ManCo agrees to provide BAHC with operational support services in connection with World Cup Stadium Event activities in and around the Stadium on the terms set forth in this Agreement (“Operational Support Services”). Such Operational Support Services shall generally be consistent with the event-related services provided by ManCo for Stadium Events to be accounted for using the then in effect Financial Management System used for Non-NFL Events. As part of its obligations hereunder, at no cost to City or Stadium Authority, BAHC shall be responsible for the payment to ManCo of all “ManCo Event Expenses;” such expenses shall include, without limitation, cost for private security, janitorial services, parking and other event staffing, utility costs, and other event specific expenses incurred by ManCo in connection with providing Operational Support Services. Such ManCo Event Expenses shall be invoiced by ManCo to BAHC as mutually agreed upon by ManCo and BAHC, and payable within sixty (60) days of receipt of such invoice. ManCo shall retain, and make available for Stadium Authority review, records of Operational Support Services consistent with current practices for all Stadium Events.

2.5 Cost Reconciliation/Dispute Resolution.

2.5.1 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 2.3.2 or 2.3.3, above, under the terms set forth in this Section 2.5. 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”).

2.5.2 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 2.3.2.c, 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 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 attorney’s 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 2.5.3, below.

2.5.3 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 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 of such arbitration shall be shared 50/50 by the parties, and each party shall bear the cost of their own attorney’s fees.

3. World Cup Stadium Event Revenues.

3.1 Stadium Agreement Rent; Other Revenues.

3.1.1 BAHC. BAHC shall be solely entitled to receive the revenues a due and payable from FIFA under the terms of the Stadium Agreement for use of the Stadium for World Cup Stadium Events. Such revenues shall include any profits or commissions from resales of Hospitality Packages or Suites allocated to BAHC by FIFA pursuant to the terms of the Host City Agreement.

3.1.2 49ers. ManCo acknowledges and agrees that Forty Niners SC Stadium Company LLC shall not receive revenues from the sale of suites for the World Cup Stadium Events. ManCo acknowledges that FIFA shall control the use of such suites, and that Forty Niners SC Stadium Company LLC shall be required to purchase from FIFA (or its designee) any suites to satisfy its contractual obligations to third parties under existing contracts with suite holders, including any Owners Club suite holders.

3.2 Non-NFL Event Ticket Surcharge.

3.2.1 In General. All tickets sold for World Cup soccer matches held at the Stadium shall be subject to a surcharge of a minimum of Four (\$4.00) and a maximum of Six Dollars (\$6.00) per ticket sold to be collected on behalf of and paid to the Stadium Authority on the terms provided herein (“FIFA Ticket Surcharge”). For example, for illustrative purposes only, if the average number of tickets sold at each of the currently scheduled six soccer matches at the Stadium was 60,000 tickets per match, and if the FIFA Ticket Surcharge is approved by FIFA to be implemented at \$6.00, the FIFA Ticket Surcharge revenues generated would equal \$2.16 million (60,000 tickets x 6 matches x \$6 per ticket). Subject to FIFA approval, the FIFA Ticket Surcharge shall be imposed and collected in a manner consistent with ManCo’s imposition and collection of the Ticket Surcharge for Non-NFL Events under the Stadium Lease. Acting on behalf of the Stadium Authority under the terms of the Management Agreement, ManCo shall exercise best efforts to cause the imposition, collection and payment of the FIFA Ticket Surcharge to the Stadium

Authority as provided hereunder, and also to account to Stadium Authority the number of tickets that were not eligible for a Ticket Surcharge. BAHC agrees that to the extent that the FIFA Ticket Surcharge is imposed at an amount less than \$6.00 per ticket sold, BAHC shall develop a financial mechanism and, upon Stadium Authority approval, implement such mechanism, whereby the Stadium Authority shall be guaranteed to receive the equivalent of a \$6.00 FIFA Ticket Surcharge, with no resulting increase in City/Stadium Authority World Cup Event costs/obligations, or decrease in any other City/Stadium Authority revenues/rights, under the terms of this Agreement.

3.2.2 Stadium Authority Accounting for FIFA Ticket Surcharge. Once collected, under the terms of the Stadium Lease, Stadium Authority shall deposit FIFA Ticket Surcharge revenues as follows: 50% into the Stadium Authority general revenues account and 50% into the Discretionary Fund.

3.3 Other Revenues/Funding.

3.3.1 Cooperation. To finance its obligations under the terms of the Stadium Agreement and the Host City Agreement, BAHC will be seeking funding from various public and private sources. City/Stadium Authority and BAHC agree to cooperate in such fundraising efforts. Such cooperation will include: (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 World Cup Support 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.

3.3.2 Pursuit and Allocation of Existing State OES Funding. BAHC and City/Authority shall cooperate to obtain the maximum/proportionate share of pending OES funding for World Cup Stadium Events at the Stadium (“OES Funding”) for use for Qualified Event Expenses. The County of Santa Clara shall serve as the local administrator of funds and/or meet and confer on the local allocation of OES Funding.

3.3.3 Offset of Government Funding Against BAHC Obligations to Fund Qualified Event Expenses. To the extent any New Government Funding or OES Funding is received and paid to City/Stadium Authority with respect to City/Stadium Authority 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 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/Stadium in their reasonable discretion. Factors to

be reasonably considered by the Parties 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/Stadium Authority after BAHC has fulfilled its reimbursement obligations hereunder, such that City/Stadium Authority 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/Stadium Authority of such Surplus Funding Amount subject to grant or Fiscal Agent requirements.

4. **Stadium Improvements.**

4.1 **In General.** As required under the Stadium Agreement, BAHC shall be responsible for causing the construction of certain modifications to the Stadium to meet FIFA standards and specifications ultimately required by FIFA for the World Cup Stadium Events (“Stadium Improvements”). The primary required Stadium Improvement involves modifications to seating at the corners of the field area to allow for a larger field playing surface, as currently submitted to the City and approved by FIFA, and related improvements (“Field Improvements”). As more specifically provided in this Section below, at no cost to Stadium Authority, ManCo shall be responsible for paying all costs associated with the completion of the Stadium Improvements and shall be responsible for the implementation of the Field Improvements and City shall be responsible for the review and issuance of any required building permits consistent with City standards. By approving this Agreement, Stadium Authority acknowledges that it has reviewed and approved the Field Improvement and corresponding permits submitted by ManCo to the City and Stadium Authority and consented to City’s issuance of all related building such permits.

4.2 **Stadium Authority; City Approval.** BAHC and ManCo shall seek Stadium Authority approval for all additional Stadium Improvements projects outside the Tenant Exclusive Areas where required under the existing Stadium agreements. As of the Effective Date, the only Stadium Improvement project expected to exceed this threshold are the Field Improvements. In no event shall BAHC commence construction of any Stadium Improvements pursuant to the provisions of this Section 4 until such time as BAHC shall have obtained all necessary governmental approvals and permits to so construct such improvements, including required permits and approvals issued by the planning, building and permitting divisions of the City.

4.3 **Project Implementation.**

4.3.1 **In General.** Except as otherwise expressly provided herein, all Stadium Improvements, including the Field Improvements project, 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 and labor requirements), FIFA requirements, and all City-issued permits and approvals.

4.3.2 **Timing.** BAHC and ManCo are responsible for assuring that all Stadium Improvements shall be 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.

The current projected timeline for construction of the Field Improvements is for project commencement on or about February 12, 2025 with project completion on or about June 18, 2025.

4.3.3 Funding; Financial Assurances. The cost for implementing the Stadium Improvements will be paid directly by ManCo without reimbursement from or charge to the Stadium Authority or any public entity. ManCo shall seek reimbursement of such costs directly from BAHC, with funds derived solely from private sources, on terms mutually agreed by ManCo and BAHC. Such costs will include, without limitation, the cost of project design, City permit and inspection fees, materials and labor costs, required insurance, bonds, etc. Such costs will also include any change orders or cost overruns. BAHC shall protect, indemnify, and hold City and Stadium Authority, and their respective officers, directors, employees and agents harmless from and against any claims for damages and related liabilities or costs, including attorney's fees, alleged or received from contractors, subcontractors or any other third parties in connection with the design or construction of the Stadium Improvements. In accordance with standard practices for privately-financed improvements at the Stadium, ManCo will require that contracts for the design and construction of all Stadium Improvements will include standard insurance naming City and Stadium Authority as additional insureds, and corresponding underlying indemnities.

4.3.4 Compliance with Applicable Law. BAHC and ManCo shall carry out the design, construction and operation of the Stadium 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 Section 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 Stadium Improvements by BAHC.

4.3.5 Ownership of Improvements; Option to Remove and Restore. After the completion of all World Cup Stadium Events, BAHC shall have the option to elect to remove and take ownership of any Stadium Improvements that can feasibly be removed without doing irreparable damage to the Stadium. In the event BAHC makes this election, the Parties will meet and confer to develop a plan for removal that does not materially interfere with ongoing Stadium operations, and that provides for restoration of the Stadium to its original condition at BAHC's sole cost. If BAHC does not elect to remove the improvements, or a reasonable plan for removal and restoration cannot be agreed to by the Parties after good faith efforts, the Stadium Improvements will become the sole property of the Stadium Authority.

4.3.6 Other Improvements. Any modifications to Stadium signage or other facilities to allow for rebranding or marketing for FIFA or their commercial affiliates shall be removed by BAHC, working with ManCo, all at BAHC's sole cost.

4.3.7 Consideration for BAHC. In consideration for BAHC's commitment hereunder to assume all obligations under the Stadium Agreement, in particular its commitment to cause the construction of the Stadium Improvements, Stadium Authority agrees to meet and confer with BAHC on terms for BAHC receiving access to Stadium office facilities (for administrative and major event support uses) and non-ticketed event spaces (for a defined number of BAHC sponsored special or community events) "at cost" (i.e., no access or rental fees provided that all actual, direct office or event expenses are paid).

5. Additional Agreements

5.1 Permit 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 to the Stadium Agreement or the World Cup Stadium Events ("Event Permits"). City/Stadium Authority reserves the right to approve, condition or disapprove Event Permits 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. If expedited Event Permits processing is necessary that cannot be accommodated using only existing City/Stadium Authority staff, BAHC may request that City procure outside contractor assistance to assist with such processing. City agrees to meet and confer with BAHC 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.

5.2 Communications with FIFA; Defining/Managing Exclusive/Non-Exclusive World Cup Stadium Events Periods. Unless otherwise agreed between the Parties, BAHC shall be the lead organization working and interfacing with FIFA. Notwithstanding the foregoing, BAHC shall consult with City/Stadium Authority and, upon City/Stadium Authority reasonable request, connect City/Stadium Authority with FIFA on discussions that relate to the following matters: (a) security and transportation management requirements at or around the Stadium, (b) ticket surcharge implementation, (c) any proposed waiver/offset of City taxes/fees, or (c) marketing opportunities/limitations for City/Stadium Authority assets. In addition, the Parties agree to cooperate in obtaining information from FIFA to define the Non-Exclusive and Exclusive operations periods for the World Cup Stadium Events, and to obtain any necessary parameters or approvals from FIFA to permit the booking and holding of revenue generating ticketed and non-ticketed Non-NFL Events at the Stadium during such period(s).

5.3 Development of the Public Safety Plan. City shall take the lead on preparing a draft public safety plan for the World Cup Stadium Events ("Public Safety Plan") and shall solicit stakeholder input both in the preparation and refinements of such plan. Stakeholders shall include federal, state and regional governmental authorities with jurisdiction, FIFA, BAHC and ManCo. The Public Safety Plan shall be periodically updated and re-distributed for stakeholder input in City's discretion in order to respond to stakeholder comments and changes in

security requirements or threat assessments. The final Public Safety Plan shall be consistent with all federal, state, regional, City and FIFA requirements. City shall have final approval authority over the Public Safety Plan and will be the local law enforcement authority responsible for the implementation of the 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 World Cup Event Support Services under the Public Safety Plan. The Public Safety Plan will include, among other terms, 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, Post-Event Review.

5.4 Convention Center Usage. BAHC has indicated that it desires to book 100% of the space at the City's Convention Center for World Cup Stadium Events related activities for the entire duration of the Exclusive Use Period ("World Cup Convention Center Use"). Formal agreements for BAHC/FIFA World Cup Center Use shall be negotiated by BAHC directly with the City's Convention Center operator in accordance with then applicable standard terms and rates. If the parties have not reached agreements for World Cup Convention Center Use by April 1, 2025, with standard deposits submitted, the Convention Center Operator shall be free to market the Convention Center to third parties for alternative uses subject to compliance with existing City/Stadium Agreements with Forty Niners SC Stadium Company LLC ("StadCo").

5.5 Other Local Events. The parties agree to meet and confer regarding any other World Cup Stadium Events that FIFA/BAHC desire to hold within the City. As part of this process, City agrees to identify any approvals or support services that may be necessary to support such events, and, if City approves such events, reasonable terms for City provision of City support services. BAHC agrees to meet and confer with City on any World Cup related events proposed by City to determine if BAHC/FIFA co-sponsorship or support for any such event may be available; provided, however, neither BAHC or FIFA will be obligated to provided sponsorship or support for any such event.

5.6 Youth Sports Park. If permissible under the Public Safety Plan, the Parties shall cooperate in negotiations with FIFA to maintain, to the maximum extent possible, full access to and use of the Youth Sports Park ("YSP") by youth sports teams during the Non-Exclusive or Exclusive Use periods for the World Cup Stadium Events. To the extent the YSP is unavailable for typically scheduled use during this time period (comprised primarily of evening practices during the week and some weekend day games), City and BAHC shall use reasonable efforts to work together to identify and obtain access to alternative fields for displaced YSP users at equivalent rates, and/or provide some other form of support for such displaced users. If FIFA proposes to use YSP fields for team practices, or other World Cup related events, such use shall be subject to City's prior approval, and BAHC shall be responsible for causing FIFA to return such fields to their original condition prior to such use, or for funding any necessary field remediation work at its cost.

5.7 Third Party Rights/Approvals.

5.7.1 Except as expressly provided in Section 5.7.2 below, at its sole cost, BAHC shall be responsible for obtaining all required third-party approvals and, if necessary, buy-out or satisfy any third party rights, as necessary to implement the terms of the Stadium Agreement from any entity or individual with contractual rights or interests, including any individual or entity with ticket allocation or purchase rights, that may be adversely affected by or displaced by FIFA's rights under the Stadium Agreement ("FIFA Impacted Parties"). BAHC shall protect, indemnify, and hold City and Stadium Authority, and their respective officers, directors, employees and agents harmless from and against any claims for damages and related liabilities or costs, including attorney's fees, alleged or made by FIFA Impacted Parties as a result of the exercise by FIFA of its rights under the Stadium Agreement.

5.7.2 At its sole cost, Stadium Authority shall purchase all required tickets and suites for World Cup Stadium Events as required under Sections 5 and 6 of Schedule 1 to SCSA's Naming Rights Agreement with Levi Strauss & Company ("Levi's Naming Rights Assets Cost") at a cost not to exceed \$1.625 million ("Stadium Authority Maximum Levi's Assets Obligation"). To the extent the Levi's Naming Rights Assets Costs exceeds the Stadium Authority Maximum Levi's Assets Obligation, BAHC shall be obligated to pay the difference.

5.8 Accounting Requirements

5.8.1 In General. ManCo, as a cost of the event to be billed to BAHC, shall be responsible for providing initial and final accounting of all World Cup Stadium Event costs and FIFA Ticket Surcharge revenues in accordance with then applicable standards for Non-NFL Events under the Management Agreement (including Article 4), and contained in Stadium Authority administrative policies using the then in effect Financial Management System. A final accounting shall be provided to BAHC by no later than March 31, 2027 ("Final Event Accounting"). A final accounting of FIFA Ticket Surcharge revenues shall be provided to Stadium Authority by no later than March 31, 2027. Further, ManCo shall maintain all backup documentation of charges to the Stadium Authority (in accordance with then applicable standards) for its review in the normal course of business to confirm that no ManCo Event Expenses in connection with the World Cup Stadium Events are charged to the Stadium Authority.

5.8.2 Option for Independent Accounting. After reviewing the Final Event Accounting, any Party may initiate, at its sole cost, a supplemental third-party accounting/audit process of applicable World Cup Stadium Event costs and FIFA Ticket Surcharge revenues by written notice to the other Parties. All Parties agree to cooperate in such process, including by making available to any designated third-party auditor, relevant primary and back-up financial records. The Parties agree to meet and confer on the appropriate scope of such process, including provision for maintaining the confidentiality of any private financial records.

5.9 Conflicts of Interest Terms/Policies

5.9.1 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,

applicable Stadium Authority administrative policies, and all applicable state and local laws, including conflict of interest laws, and the conflict-of-interest policies previously approved by Stadium Authority and adopted by ManCo. While ManCo is authorized to and should, consistent with terms of this Agreement, provide the necessary cooperation, support and services to BAHC to allow BAHC to fulfill its obligations under the terms of this Agreement and the Stadium Agreement, ManCo acknowledges and agrees that in no event shall such cooperation and support be provided in a manner inconsistent with its obligations under this Section and its duties to Stadium Authority.

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

5.9.3 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.

5.10 No City/Stadium Authority Obligation to Waive Rights with Respect to Local Laws, Taxes and Fees. Notwithstanding any provision in the Host City Agreement or the Stadium Agreement to the contrary, 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. This provision shall not modify BAHC obligations with respect to local fees or taxes provided under the terms of the Host City Agreement or the Stadium Agreement.

5.11 Marketing of City Assets. City is in the process of developing (a) a list of assets owned or controlled by City near the Stadium (collectively, "City Assets") that City believes may have value as staging sites for World Cup Event activities and/or as platforms for advertising or marketing for FIFA and/or its commercial affiliates and partners ("FIFA Commercial Affiliates") during the event; and (b) a marketing program including proposed uses for such assets ("City Asset Marketing Program"). BAHC and ManCo agree to cooperate with City by providing input on the City Asset Marketing Program and by coordinating with City and FIFA to facilitate City's presentation of the program to appropriate FIFA representatives and/or, as FIFA may direct, FIFA Commercial Affiliates. Such cooperation shall not require the expenditure of any out-of-pocket costs. City shall be solely responsible for the negotiation of any terms for use of the City Assets with FIFA, and neither ManCo nor BAHC shall have any responsibility for the outcome of such negotiations. Depending upon the outcome of such negotiations and subject to Public Safety Plan requirements, City shall reserve the right to utilize the City Assets for other purposes during the World Cup Events, including possible community benefit uses in discussions with BAHC, in all cases subject to FIFA requirements under the Stadium Agreement, applicable laws, including "ambush marketing" and other copyright or trademark laws, and any existing contract provisions that are binding on City.

5.12 Community Benefits Programs. BAHC is in the process of developing an organizational community legacy program that it will implement throughout the region. This program will serve to address challenges that are consistently faced by residents across the nine counties of the Bay Area, inclusive of the County and City of Santa Clara. Where the residents of the City of Santa Clara or programs that are based in the City of Santa Clara meet the eligibility requirements to be considered for these programs, then these individuals, organizations, and programs may apply as part of the normal process of application. BAHC will make best efforts to ensure that City staff and possible beneficiaries within the City are aware of the latest community programs and initiatives.

5.13 ManCo Obligation to Mitigate Pre-empted Non-NFL Event Scheduling Window. In connection with the development of the Annual Stadium Authority Budget for fiscal year ending March 31, 2027, ManCo shall develop a marketing plan for such fiscal year that mitigates potential revenue losses associated with the Stadium being unavailable for third-party events during the World Cup Non-Exclusive and Exclusive Use period. Such marketing plan shall be developed in coordination with the Stadium Authority and subject to Stadium Authority approval. Plan elements shall include, at a minimum: (i) coordination with FIFA to maximize Stadium availability before and after FIFA's Exclusive Use Period, (ii) increased use of Stadium for ticketed Non-NFL Events during the Tenant Season; (iii) enhanced measures to target early spring and late summer ticketed Non-NFL Events; and (iv) client-focused initiatives to drive flexibility of timing of private events at the Stadium outside of the Exclusive Use Period.

5.14 Clean Zone/Ambush Marketing Provisions. BAHC shall provide City with any FIFA proposed "clean zone" or "ambush marketing" standards. To the extent enactment of additional local regulations is necessary to implement such standards, City staff shall meet and confer with BAHC and/or FIFA regarding the appropriate form of such regulations and, subject to compliance with all applicable federal and state laws, present such standards to the City Council for its consideration. By law, City Council approval of any such regulations shall be in its sole discretion. BAHC agrees to reimburse City for all reasonable staff costs necessary to prepare such regulations. This provision shall not modify any BAHC obligations under the terms of the Host City Agreement or the Stadium Agreement with respect to "clean zone" or "ambush marketing" standards.

5.15 Point of Sale Designations. BAHC and ManCo agree to take such actions 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 World Cup Stadium Events ("Applicable Transactions"). City shall identify in writing examples of Applicable Transactions prior to the Effective Date of this Agreement. BAHC and ManCo shall not be required to incur any out-of-pocket costs in connection with their obligations under this Section 5.15.

5.16 Guarantee of Certain Obligations by TeamCo. As a condition to the effectiveness of this Agreement, ManCo shall cause Forty Niners Football Company LLC ("TeamCo") to enter into an agreement whereby TeamCo shall provide City/Stadium Authority, on mutually agreeable terms, a financial guaranty ("Guaranty") of BAHC's obligations to (i) reimburse City/Stadium Authority for its Qualified Event Expenses hereunder, as provided in Section 2, above; (ii) pay for any and all Stadium Improvements (as provided in Section 4, above);

and (iii) pay any and all costs or claims necessary to obtain the approvals of or buy-out rights of FIFA Impacted Parties under the terms of Section 5.7.1, above. The specific terms for the Guaranty shall be set forth in that certain “Guaranty of Certain 2026 FIFA World Cup Obligations” to be entered into between City/Stadium Authority, as beneficiary, and TeamCo, as guarantor, concurrently herewith.

6. **Risk Management.**

6.1 **Indemnities.**

6.1.1 **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 World Cup Stadium Events, ManCo shall defend, protect, indemnify, and hold the City and Stadium Authority and its respective officers, directors, employees, 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.

6.1.2 **BAHC Indemnity of City/Stadium Authority.** BAHC shall defend, protect, indemnify and hold the City/Stadium Authority, and their respective officers, directors, employees, 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 assumes under the terms of the Stadium Agreement or the Host City Agreement, or any services that BAHC provides for the World Cup Stadium Events. 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 the World Cup Stadium Events, and (b) the negligence or willful misconduct of BAHC or any of their respective officers, directors, employees, agents, contractors or invitees, or any assumed financial or performance obligation under the terms of the Stadium Agreement or Host City Agreement.

6.1.3 **Carve-Out.** The obligations to indemnify in Sections 6.1.1, and 6.1.2, above, shall not apply if such liability is ultimately adjudicated to have arisen through the negligence or willful misconduct of City or Stadium Authority; the obligation to defend is not similarly limited.

6.2 **Insurance.**

6.2.1 **Standard Coverages.** Throughout the term of this Agreement, and during the World Cup Events, City and Stadium Authority 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 non-NFL Events (collectively “Standard Event Insurance”). The cost of such insurance shall be borne by Stadium Authority; provided, however, if under applicable practices, a portion of the cost of the Standard Insurance is allocated to an event and factored into event costs for purposes of determining Stadium Authority revenues from such event, then a similar and proportionate allocation of the cost for such insurance with respect to the World Cup Events shall be charged to and reimbursed by BAHC as a Qualified Event Expense.

6.2.2 Specialty Coverages. City/Stadium Authority staff, is currently working with their insurance broker to determine if, given the elevated risk profile of the World Cup Events, additional coverage amounts, or specialty coverage(s) are needed to address such elevated risks. The Parties are also seeking information from FIFA as to what coverages they may be providing or requiring. City/Stadium Authority, ManCo and BAHC agree to meet and confer regarding what additional coverages may be necessary based on City/Stadium Authority or FIFA requirements (collectively “Specialty Insurance”). Costs for Specialty Insurance shall be a cost borne by BAHC under the terms of this Agreement. Any additional costs for Specialty Insurance required by FIFA or reasonably deemed necessary by City/Stadium Authority for the World Cup Event 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.

7. **Late Payments, Default and Remedies.**

7.1 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 2.3, 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 one-quarter percent (.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.

7.2 Events Constituting a Default.

7.2.1 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. BAHC shall also be in default hereunder if BAHC defaults in the performance of its obligations under the terms of the Stadium Agreement (each an “Event of Default”). Any amount not paid under a good faith dispute as a “Disputed Amount” under the terms of Section 2.3, above, the ultimate payment of which remains subject to resolution by the Approved Arbitrator under the terms of Section 2.5, above, shall not be considered the basis for an “Event of Default” under the terms of this Section.

7.2.2 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 defaulting Party written notice stating with specificity the nature of the default, and (ii) if such 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 defaulting party having effectively cured or remedied such default, unless such 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 defaulting party has made and continues to make a diligent effort to cause such remedy or cure.

7.3 Remedies; Dispute Resolution.

7.3.1 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 7.3.2, below; provided, however, no Party shall be entitled to indirect or consequential monetary damages, including any claim for lost profits. As noted in Section 7.2.1, above, disputes regarding the payment of any “Disputed Amount” under the terms of Section 2.3, above, shall be made by the Approved Arbitrator under the terms of Section 2.5, 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 7.3.2, below.

7.3.2 Dispute Resolution.

a. In General. Except for disputes relating to Disputed Amounts that are subject to Expedited Arbitration or Final Arbitration (as set forth in Section 2.5 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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 its actual attorneys' fees and costs incurred in connection with any such action or motion, to be determined by the court and assessed as part of the costs therein.

8. General Provisions.

8.1 Notices. All notices and communications to be delivered to the Parties under the terms of this Agreement shall be delivered at the addresses listed below:

BAHC

444 Castro Street
Suite 150
Mountain View, CA 94041
Attention: Zaileen Janmohamed (Zaileen@bayareahostcommittee.com)

With copy to:

Nixon Peabody LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111
United States of America
Attention: Robert A. Weikert (rweikert@nixonpeabody.com)
Sonia A. Nayak (snayak@nixonpeabody.com)
Matthew Richards (mrichards@nixonpeabody.com)

ManCo

Forty Niners Stadium Management Company LLC
Attention: Francine Hughes Francine.Hughes@49ers-smc.com
4900 Marie P DeBartolo Way
Santa Clara, CA 95054

With copy to:

Forty Niners Stadium Management Company LLC
Attention: Jihad F. Beauchman Jihad@49ers.com
4949 Marie P DeBartolo Way
Santa Clara, CA 95054

City/Stadium Authority

1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Jovan D. Grogan, City Manager
(jgrogan@santaclaraca.gov)

With a copy to:

Glen R. Googins, City Attorney (ggoogins@santaclaraca.gov)

8.2 Governing Law.

THIS AGREEMENT AND THE RIGHTS, DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES HERETO SHALL BE GOVERNED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

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, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the Parties hereto, for itself and for its property, hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such California State court or, to the extent permitted by law, in such federal court. 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.

8.3 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 shall be void ab initio.

8.4 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 required notice of such waiver or modification.

8.5 Capitalized Terms. Capitalized terms shall have the meanings set forth in the attached Index of definitions.

8.6 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.

8.7 Further Assurances; Implementing Agreements. The Parties agree to execute, acknowledge and deliver such further instruments and documents as may be reasonably requested by any Party to carry out the intent of this Agreement and to negotiate in good faith the terms of any additional agreements reasonably necessary to implement the terms hereof.

8.8 No Third-Party Beneficiaries. There shall be no third-party beneficiaries to any of the rights or obligations set forth under the terms of this Agreement.

8.9 City Liability. For the avoidance of doubt, the Parties agree that no provision of this Agreement shall be interpreted to require the City to be liable for the cost of any World Cup Stadium Events. The City could, however, elect to voluntarily assume responsibilities, liabilities, or costs for one or more such events under the terms of one or more separate, future agreements with FIFA/BAHC, or at the City's own initiative, as contemplated under the terms of Section 5.5 hereof.

[NEXT PAGE IS SIGNATURE PAGE]

[SIGNATURE PAGE]

FIFA WORLD CUP 2026
ASSIGNMENT AND ASSUMPTION 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: DocuSigned by:
Zaileen Janmohamed
9F824D4008BC4FB...
Name: Zaileen Janmohamed
Title: CEO

MANCO:

FORTY NINERS STADIUM MANAGEMENT
COMPANY LLC
a Delaware limited liability company

By: Signed by:
Francine Melendez Hughes
D11025F8C0A74A3...
Name: Francine Hughes
Title: General Manager & EVP, Stadium Operations

APPROVED AS TO FORM:

Signed by:
Glen R. Googins
74C9210BE6AE460...
GLEN R. GOOGINS
Stadium Authority Counsel

STADIUM AUTHORITY:

Signed by:
Jovan D. Grogan
5EAD88DEDEC343A...
JOVAN D. GROGAN
Executive Director

APPROVED AS TO FORM:

Signed by:
Glen R. Googins
74C9210BE6AE460...
GLEN R. GOOGINS
City Attorney

CITY:

Signed by:
Jovan D. Grogan
5EAD88DEDEC343A...
JOVAN D. GROGAN
City Manager

EXHIBIT A
[Form of FIFA Approval]

**APPROVAL OF FIFA WORLD CUP 2026
ASSIGNMENT AND ASSUMPTION
AGREEMENT
[LEVI'S STADIUM]**

This APPROVAL OF FIFA WORLD CUP 2026 ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment Approval”), is being executed by Federation Internationale de Football Association (“FIFA”) as of February 11, 2025, with reference to the following facts:

A. On January 17, 2018, Forty Niners Stadium Management Company LLC, a Delaware limited liability company (“ManCo”) and United States Soccer Federation, Inc. (“USSF”) entered into that certain Stadium Agreement.

B. As provided under the terms of the Stadium Agreement, FIFA subsequently assumed all USSF’s rights and obligations under the Stadium Agreement.

C. On June 13, 2022, the Stadium Agreement and a related Host City Agreement between FIFA and Bay Area Host Committee, a California nonprofit mutual benefit corporation (“BAHC”) (collectively, the “Hosting Agreements”) were amended pursuant to the terms of that certain Addendum to Hosting Agreements by and among FIFA, ManCo and BAHC (“First Addendum”).

D. Effective February 11, 2025, the Hosting Agreements will be amended pursuant to the terms of that certain Amended and Restated Addendum to Hosting Agreements, by and among FIFA, ManCo and BAHC (“Second Addendum”). The Stadium Agreement, the First Addendum and the Second Addendum, (together with any annexes, exhibits, and schedules thereto and any related future agreements, amendments and addenda shall be collectively referred to herein as the “Amended and Restated Stadium Agreement”).

E. Effective February 11, 2025, ManCo, BAHC, the Santa Clara Stadium Authority, a California joint powers authority (“Stadium Authority”), and the City of Santa Clara, a chartered municipal corporation (“City”) will be entering into that certain FIFA World Cup 2026 Assignment and Assumption Agreement (“Assignment Agreement”), pursuant to which, among other terms, ManCo will be assigning its obligations under the Amended and Restated Stadium Agreement to BAHC and City and Stadium Authority will be committing to provide support services for the World Cup 2026 Event at Levi’s Stadium, subject to the terms and conditions set forth therein.

F. Section 16.8 of the Amended and Restated Stadium Agreement provides that the Amended and Restated Stadium Agreement may be assigned as provided in the Assignment Agreement, but that any such assignment is subject to approval by FIFA.

G. FIFA has reviewed and approved the Assignment Agreement and is executing this Assignment Approval to reflect such approval.

NOW, THEREFORE, in consideration of the above recitals, FIFA hereby:

1. Approves the assignment by ManCo and the assumption by BAHC of ManCo's rights and obligations under the terms of the Stadium Agreement on the terms and conditions set forth in the Assignment Agreement, including without limitation, Section 1.3 of the Assignment Agreement whereby both BAHC and ManCo agree that no provision of the Assignment Agreement shall have the effect of modifying any term or condition of the Host City Agreement or the Stadium Agreement or the Second Addendum; and
2. In favor of BAHC, releases Stadium Authority from any rights or obligations it may have under the terms of the Stadium Agreement.
3. Acknowledges and agrees that the legal effect of the Assignment Agreement is that, as of the effective date thereof, BAHC shall be treated as having entered into the Stadium Agreement directly with FIFA.
4. Agrees to the FIFA Ticket Surcharge provisions set forth in Section 3.2 of the Assignment Agreement and to cooperate with their implementation in accordance with the terms set forth therein.
5. Represents and warrants that the party(ies) executing this Assignment Approval on behalf of FIFA are fully authorized to do so and to bind FIFA to the agreements set forth herein.

ACKNOWLEDGED AND AGREED

Name

Title

EXHIBIT B**[Qualified Event Expense Definitions]**

“Interim Agreement Eligible Costs” means actual and reasonable costs incurred by City for “Event Planning Work” that are eligible for reimbursement from, but not yet paid by, BAHC as of the Effective Date of this Agreement under the terms of that certain Interim Funding Agreement between City and BAHC dated as of July 1, 2024, and amended effective January 1, 2025.

“Event Planning and Training Expenses” means 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 World Cup Support Services for World Cup Stadium Events. Such expenses shall include, without limitation (1) City/Stadium Authority staff costs, billed at City-standard full cost recovery rates, (2) actual amounts paid to third parties, and (3) unreimbursed out of pocket costs, including off-site training costs, subject to the provisions of Section 2.3.2.e. 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, 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 Public Safety Plan contemplated by Section 5.3 of this Agreement, and (ii) assure City/Stadium Authority staff and strategic partner readiness to execute that plan.

“Actual Event Costs” means 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 World Cup Support Services for World Cup Stadium Events in accordance with the final Public Safety Plan prepared in accordance with the terms of Section 5.3 of this Agreement. Such expenses shall include, without limitation (1) City/Stadium Authority staff costs, billed at City-standard full cost recovery rates for Non-NFL Events (i.e., 1.5 times City-standard full cost recovery rates), (2) actual 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 Public Safety Plan contemplated by Section 5.3 of this Agreement.

EXHIBIT C

FIFA Cost Estimate – Rollup

Total Cost Estimate		
Category	Percent	Amount
Planning	17%	\$ 1,987,883
Training	3%	\$ 314,210
Training Contingency	1%	\$ 100,000
Equipment	4%	\$ 461,668
Event Deployment	75%	\$ 8,522,927
Total		\$ 11,386,688

FIFA Cost Estimate – Equipment

Total Cost Estimate - Equipment		
Description		Amount
Temporary RV parking facility with fencing, septic service, and power	\$	51,148
Mobile fueling station	\$	12,000
Two (2) response facilitation units	\$	18,000
Four (4) climate-controlled surveillance trailers	\$	139,000
Twelve (12) rented light towers	\$	10,800
Crowd control/riot equipment	\$	118,685
Surveillance drone	\$	15,548
PalBMX track upgrade	\$	22,500
Two administrative trailers	\$	19,987
Mobile Incident Command vehicle	\$	18,000
MedCat vehicle	\$	18,000
BearCat vehicle	\$	18,000
Total	\$	461,668

EXHIBIT D
Reimbursement Request for [MONTH] [YEAR]

Pursuant to that certain Assignment and Agreement dated effective as of February __, 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 2.3.2(a) 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.

**FIFA WORLD CUP 2026
ASSIGNMENT AND ASSUMPTION AGREEMENT DEFINITIONS**

Term	Definition	Section
“Actual Event Expenses”	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 provision of World Cup Support Services for World Cup Stadium Events in accordance with the final Public Safety Plan.	2.1.0; Exhibit B
“Advance Payment(s)”	Prepayment(s) to City/Stadium Authority to offset projected Actual Event Expenses, with 50% of most recent estimate for Actual Event Expenses payable on or before May 1, 2026 and 25% of most recent estimate for Actual Event Expenses payable on or before June 22, 2026.	2.3.3a – 2.3.3c
“Agreement”	FIFA World Cup 2026 Assignment and Assumption Agreement, effective February 11, 2025.	Recitals
“Amended and Restated Stadium Agreement”	Collectively, the Stadium Agreement, First Addendum and Second Addendum, together with any annexes, exhibits, and schedules thereto and any related future agreements, amendments and addenda.	1.3.0
“Applicable Transactions”	All transactions subject to sales or use taxes in connection with the conduct of and sale of goods and services at World Cup Stadium Events, with City designated as point of sale.	5.15.0
“Approved Arbitrator”	Arbitrator contracted by BAHC and City/Stadium Authority to resolve disputes over Disputed Amounts parties are unable to themselves resolve.	2.5.1
“Assignee”	Bay Area Host Committee (“BAHC”), a California nonprofit mutual benefit corporation.	Recitals
“Assignment and Assumption”	Agreement by which, as of the Effective Date, ManCo hereby grants, transfers, conveys and assigns to the BAHC all of its right, title and interest in and to the Stadium Agreement and all of its obligations and liabilities thereunder, and BAHC hereby accepts such rights, title and interest and assumes such obligations and liabilities, subject to the terms and conditions of this Agreement.	1.1.0
“Assignment Approval”	The approval of FIFA World Cup 2026 Assignment and Assumption Agreement.	Exhibit A
“Assignor”	Forty Niners Stadium Management Company (ManCo), a Delaware limited liability company.	Recitals
“BAHC”	Bay Area Host Committee, a California nonprofit mutual benefit corporation (“Assignee”).	Recitals

“California Arbitration Act”	California Coe of Civil Procedure Sections 1280 <i>et seq.</i> enforcing agreement to arbitrate.	7.3.2.c
“City”	City of Santa Clara, a chartered municipal corporation.	Recitals
“City Asset Marketing Program”	Marketing program including proposed uses for City Assets, to be presented by City to appropriate FIFA representatives and/or FIFA Commercial Affiliates.	5.11.0
“City Assets”	Assets owned or controlled by City near the Stadium that City believes may have value as staging sites for World Cup Event activities and/or as platforms for advertising for FIFA and/or FIFA Commercial Affiliates.	5.11.0
“Completed Payment Request”	Receipt by BAHC of the reasonably requested documentation and information evidencing the incurrence of Qualified Event Expenses needed to review Payment Request.	2.3.2.b
“Delinquent Amount”	Any amount due and payable hereunder by any Party to another Party that is not paid on the due date; to accrue interest at the rate of 1.25% per month.	7.1.0
“Disputed Amount”	Any amount of a Payment Request that BAHC does not approve based on BAHC’s reasonable determination that the Disputed Amount does not qualify as a Qualified Event Expense under the terms of Agreement.	2.3.2.c
“Disputed Amount Escrow”	Escrow account established by BAHC and City/Authority for depositing pending Disputed Amounts which exceed in aggregate \$50,000, to be disbursed upon mutual agreement by BAHC and City or upon a final binding order out of arbitration.	2.3.2.d
“Effective Date”	February 11, 2025.	Recitals
“Eligible Costs”	Costs incurred by City in connection with Event Planning Work, which include police, fire and public works staffing costs and expenses associated with the planning, coordination, and preparation of FIFA World Cup 2026 from the Effective Date.	Recitals - F
“Event of Default”	A Party shall be in default if such Party (a) fails to perform a material obligation thereunder; (b) fails to pay an amount owed to another Party; or (c) becomes insolvent, makes an assignment for the benefit of creditors or files for bankruptcy.	7.2.1
“Event Permits”	All necessary licenses, authorizations, permits, grants, orders, decisions, or any other acts required of the Stadium Authority or City in connection to the Stadium Agreement or the World Cup Stadium Events.	5.1.0

“Event Planning and Training Expenses”	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 World Cup Support Services for World Cup Stadium Events.	2.1.0; Exhibit B
“Event Planning Work”	Police, fire and public works staffing associated with the planning, coordination and preparation of FIFA World Cup 2026 from the Effective Date.	Recitals - F
“Expedited Arbitration”	Expedited binding arbitration with final decision occurring within sixty (60) days, initiated by either BAHC or City by March 1, 2026 to resolve Disputed Amounts exceeding \$200,000 deposited in Disputed Amount Escrow.	2.5.2
“Field Improvements”	Construction of certain modifications to the Stadium by BAHC to meet FIFA standards and specifications, primarily to seating at corners of field to allow for larger field playing surface.	4.1.0
“FIFA”	Federation Internationale de Football Association.	Recitals - A
“FIFA Approval”	FIFA’s written approval of the Assignment and Assumption, including FIFA’s agreement to release Stadium Authority from any obligations under the Stadium Agreement.	1.2.0
“FIFA Commercial Affiliates”	Platforms for advertising or marketing FIFA and/or its commercial affiliates and partners.	5.11.0
“FIFA Impacted Parties”	Any individual or entity with contractual rights or interests, including those with ticket allocation or purchase rights, that may be adversely affected by or displaced by FIFA’s rights under the Stadium Agreement.	5.7.1
“FIFA Ticket Surcharge”	Surcharge of a minimum of Four Dollars (\$4.00) and a maximum of Six Dollars (\$6.00) on all tickets sold for World Cup soccer matches held at the Stadium, to be collected on behalf of and paid to the Stadium Authority.	3.2.1
“Final Arbitration”	Final, binding arbitration for resolution of Disputed Amount(s) regarding Payment Requests for Event Planning and Training Expenses, Required Equipment Expenses, or Miscellaneous or Unexpected Costs.	2.5.3
“Final Costs”	Actual final costs incurred in connection with World Cup Stadium Events.	2.2.3
“Final Event Accounting”	Final accounting of all World Cup Stadium Event costs and FIFA Ticket Surcharge revenues provided by ManCo to BAHC no later than March 31, 2027.	5.8.1

“Final Payment Request”	Last Payment Request to be submitted by City/Stadium Authority on or before September 18, 2026 with respect to any Actual Event Expenses not recorded or invoiced at the time of the Primary Event Expense Request, including, without limitation, City/Stadium Authority staff time and third-party costs not yet invoiced to City/Stadium Authority.	2.3.3.d
“First Addendum”	Amended Stadium Agreement and Host City Agreement pursuant to the terms of that certain Addendum to Hosting Agreements by and among FIFA, ManCo and BAHC, effective June 13, 2022.	Exhibit A
“Guaranty”	Financial guaranty provided by TeamCo to City/Stadium Authority of BAHC’s obligations to (i) reimburse City/Stadium Authority for its Qualified Event Expenses; (ii) pay for any and all Stadium Improvements; and (iii) pay any and all costs or claims necessary to obtain the approvals of or buy-out rights of FIFA Impacted Parties.	5.16.0
“Guaranty of Certain 2026 FIFA World Cup Obligations”	Specific terms of the Guaranty to be entered into between City/Stadium Authority, as beneficiary, and TeamCo, as guarantor.	5.16.0
“Host City Agreement”	Agreement between BAHC and FIFA pursuant to which BAHC agrees to provide certain forms of support and services throughout the region and within the City in connection with the World Cup 2026 Events.	Recitals - E
“IFA”	Interim Funding Agreement pursuant to which BAHC agrees to reimburse the City for certain Eligible Costs incurred by City in connection with Event Planning Work for the World Cup Stadium Events, effective as of July 1, 2024.	Recitals - F
“Ineligible Expenses”	Costs not related to Qualified Event Expenses, including: (i) General Stadium overhead and staff time costs that, under existing Stadium Authority billing and accounting practices, are not charged to specific non-NFL Events, or do not exceed already budgeted staff time; (ii) staff time negotiating, administering, or resolving any disputes under, the terms of this Agreement; and (iii) other City/Stadium authority expenses not related to preparations for, or services provided in support of, World Cup Stadium Events, except as otherwise expressly agreed to by City/Stadium Authority and BAHC under the terms of this Agreement.	2.1.0
“Interim Funding Agreement Eligible Costs”	Actual and reasonable costs incurred by City for Event Planning Work that are eligible for reimbursement from, but not yet paid by, BAHC as of the Effective Date of this Agreement under the terms of that certain Interim Funding Agreement between City and BAHC dated as of July 1, 2024, and amended effective January 1, 2025.	2.1.0; Exhibit B

“Levi’s Naming Rights Assets Cost”	The purchase of all required tickets and suites for World Cup Stadium Events as required under Sections 5 and 6 of Schedule 1 to SCSA’s Naming Rights Agreement with Levis Strauss & Co.	5.7.2
“Management Agreement”	Stadium management agreement by and among Santa Clara Stadium Authority, Forty Niners Stadium Management Company LLC and Forty Niners SC Stadium Company LLC, dated as of March 28, 2012.	Recitals - D
“ManCo”	Forty Niners Stadium Management Company, a Delaware limited liability company (“Assignor”).	Recitals
“ManCo Event Expenses”	Costs incurred by ManCo in connection with World Cup Stadium Event activities, including cost for private security, janitorial services, parking and other event staffing, utility costs and other event specific expenses incurred by ManCo in connection with providing Operational Support Services.	2.4.0
“Material Cost Adjustment”	A change to the then current Updated Cost Estimate by a factor of five percent (5%) or greater.	2.2.2
“Miscellaneous or Unexpected Expenses”	Costs that are either (i) expressly provided for as Qualified Event Expenses (ii) expenses that the Parties agree, before they are incurred or expended, constitute appropriate World Cup Stadium Event-related expenses that are necessary for the performance of Stadium Agreement obligations or (iii) if such advance discussions are not practical or possible, such other reasonable costs or expenses that may be incurred by City/Stadium Authority in good faith that are of a similar nature or character of other Qualified Event Expenses, subject to BAHC’s reasonable approval.	2.1.0
“New Government Funding”	Direct federal/state/regional funding or in-kind contributions of federal/state resources that may offset/reduce Qualified Event Expenses or replace City’s need to provide World Cup Support Services, respectively.	3.3.1
“OES Funding”	Cooperation between BAHC and City/Authority to obtain maximum/proportionate share of pending state OES funding for World Cup Stadium Events at the Stadium for use for Qualified Event Expenses.	3.3.2
“Off-Site Training Costs”	Expenses incurred by City/Stadium Authority associated with off-site training programs.	2.3.2.e
“Operational Support Services”	Services provided by ManCo to BAHC in connection with operating World Cup Stadium Event activities in and around The Stadium, including costs for private security, janitorial services, parking and other event staffing, utility costs and other event specific expenses incurred by ManCo.	2.4.0

“Parties”	Collectively refers to Bay Area Host Committee (BAHC), Forty Niners Stadium Management Company LLC (ManCo), Santa Clara Stadium Authority (Stadium Authority) and the City of Santa Clara (City).	Recitals
“Party”	Individually refers to either Bay Area Host Committee (BAHC), Forty Niners Stadium Management Company LLC (ManCo), Santa Clara Stadium Authority (Stadium Authority) or the City of Santa Clara (City).	Recitals
“Payment Request(s)”	Invoices submitted monthly by City/Stadium Authority to BAHC reflecting both City/Stadium Authority staff time and out of pocket expenses paid or owed to third parties, containing reasonable supporting documentation evidencing the incurrence of Qualified Event Expenses.	2.3.2.a
“Pre-Agreement Expenses”	Amounts previously incurred by the City/Stadium Authority prior to the date of the Interim Funding Agreement in the amount of up to \$150,000.	2.3.6
“Preliminary Cost Estimate”	Advance estimate of the cost components comprising the Qualified Event Expenses for which City/Stadium Authority are expecting payment from BAHC.	2.2.1
“Prevailing Wage Law”	California Labor Code Section 1720, <i>et seq.</i> , and its implementing regulations regarding the payment of prevailing wages.	4.3.4
“Primary Event Expense Request”	Payment request by City/Stadium Authority to BAHC with respect to Actual Event Expenses, to be submitted on or before August 21, 2026. Request shall include a statement of both City/Stadium Authority staff time and out of pocket expenses paid or owed to third parties.	2.3.3.d
“Primary Event Operation Period”	Period of time involving activities at or around The Stadium, commencing on or about June 7, 2026 and ending on or about July 4, 2026.	2.3.3.d
“Proposed Off-Site Training Budget”	Written summary of anticipated costs, explanation of the need for travel and/or training and a list of participating personnel.	2.3.2.e
“Public Safety Plan”	Public safety plan prepared by City for World Cup Stadium Event activities including 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 services (EMS), evacuation plan, severe weather preparedness, coordination with federal resources, community impact mitigation, and post-event review.	5.3.0

“Qualified Event Expenses”	Costs incurred by City or Stadium Authority in connection with providing World Cup Support Services, comprised of (a) Interim Funding Agreement Eligible Costs, (b) Event Planning and Training Expenses, (c) Actual Event Expenses, (d) Required Equipment Expenses and (e) Miscellaneous or Unexpected Expenses.	2.1.0
“Required Equipment Expenses”	Reasonable costs of Required Event Equipment constituting as Qualified Event Expenses pertaining to public safety, transportation management and related equipment required for necessary public safety and transportation support services during World Cup Stadium Events, incurred by City/Stadium Authority.	2.3.4.a
“Required Event Equipment”	Equipment related to public safety and transportation management required for necessary public safety and transportation support services during World Cup Stadium Events.	2.3.4.a
“Second Addendum”	Secondary amendments to Hosting Agreements by and among FIFA, ManCo and BAHC pursuant to the terms of that certain Amended and Restated Addendum to Hosting Agreements, effective February 11, 2025.	1.3.0
“Specialty Insurance”	Additional insurance coverage amounts or specialty coverages based on City/Stadium Authority and FIFA requirements addressing the elevated risk profile of the World Cup Events.	6.2.2
“StadCo”	Forty Niners SC Stadium Company LLC.	5.4.0
“Stadium”	Levi’s Stadium in Santa Clara, California.	Recitals - C
“Stadium Agreement”	Hosting agreements by and among FIFA, ManCo and BAHC together with any annexes, exhibits, and schedules thereto and any related future agreements, amendments and addenda.	Recitals - A
“Stadium Authority”	Santa Clara Stadium Authority, a California joint powers authority.	Recitals
“Stadium Authority Maximum Levi’s Assets Obligation”	The purchase of all required tickets and suites for World Cup Stadium Events by Stadium Authority as required under Levi’s Naming Rights Assets Cost shall not exceed \$1.625 million, with BAHC to pay the difference in the instance it does.	5.7.2
“Stadium Improvements”	Construction of certain modifications to the Stadium to meet FIFA standards and specifications ultimately required by FIFA for the World Cup Stadium Events, primarily to seating at corners of field to allow for larger field playing surface.	4.1.0
“Stadium Lease”	Amended and restated stadium lease agreement by and between the Santa Clara Stadium Authority and Forty Niners SC Stadium Company LLC, entered into as of June 19, 2013.	Recitals - D

“Standard Event Insurance”	Comprehensive general liability and other standard forms of insurance maintained by City and Stadium Authority in the amounts and forms consistent with applicable standards for non-NFL events.	6.2.1
“Surplus Funding Amount”	Government funding earmarked for Qualified Event Expenses received by City/Authority after BAHC has fulfilled its reimbursement obligations hereunder, such that City/Authority shall have received funding for Qualified Event Expenses the actual amount of its Qualified Event Expenses, BAHC shall be entitled to receive reimbursement from City/Stadium Authority subject to grant requirements.	3.3.3
“TeamCo”	Forty Niners Football Company, LLC.	5.16.0
“Updated Cost Estimate(s)”	Updated version(s) of Preliminary Cost Estimate submitted by City/Stadium Authority to BAHC and ManCo beginning April 1, 2025 and bi-monthly thereafter.	2.2.2
“USSF”	United States Soccer Federation, Inc.	Recitals - A
“World Cup Convention Center Use”	Indicated desire of BAHC to book 100% of the space at the City’s Convention Center for World Cup Stadium Event related activities for the entire duration of the Exclusive Use Period.	5.4.0
“World Cup Stadium Event(s)”	Certain 2026 FIFA World Cup matches, and certain ancillary events associated with those matches, hosted at Levi’s Stadium in Santa Clara, California.	Recitals - C
“World Cup Support Services”	Public safety and related support services provided by City/Stadium Authority to BAHC in connection with World Cup Stadium Event activities in and around the Stadium.	2.1.0
“YSP”	Youth sports park to be used by youth sports teams to the maximum extent possible during the non-exclusive or exclusive use periods for the World Cup Stadium Events.	5.6.0