

# **ATTACHMENT B**

- Master Agreement

Attached are the documents amended by Supplement No. 2 to the Master Agreement, as required by the Settlement Agreement among the Raiders, the City, the County, OACC, the Authority and Financing Corporation. They are marked to indicate where the amendments are made. You will need the Supplement to see the language of the amendments.

The documents attached are:

Master Agreement  
Definitional Annex  
Supplement No. 1 to Master Agreement  
Operating License  
Visiting Team Share Agreement  
Loan Agreement  
Marketing Agreement  
Marketing Strategy  
Revenue Trust and Security Agreement

## MASTER AGREEMENT

### 1. RECITALS

1.1 Parties. This Agreement (the "Master Agreement") is entered into effective as of the Effective Date defined in Section 1.7 hereof among the City of Oakland, a municipal corporation and a charter city duly organized and existing under the laws and Constitution of the State of California ("City"), the County of Alameda, a political subdivision of the State of California ("County"), the Oakland-Alameda County Coliseum, Inc., a California nonprofit corporation ("Coliseum"), Oakland-Alameda County Coliseum Financing Corporation, a California nonprofit corporation ("Financing"), Oakland-Alameda County Coliseum Authority, a joint powers authority established by City and County pursuant to the Amended and Restated Joint Powers Agreement dated as of July 1, 1995 ("JPA"), and the Los Angeles Raiders, a California limited partnership ("Raiders").

1.2 East Bay Entities. City, County, and Coliseum each have certain rights and obligations with respect to the OACC Complex, and pursuant to the terms of the Operating License and the OACC Stadium Agreement, JPA has reserved the right to market certain Seat Rights for a certain period of time and to receive any revenue associated therewith. City, County, Coliseum, Financing and JPA, together with such other entity or entities as they may form to carry out their obligations under the Agreements and that are wholly owned or controlled by any of the East Bay Entities, are individually and collectively referred to herein as "East Bay Entities." Coliseum is the manager and operator of the OACC Complex and, subject to the terms of the Agreements, Coliseum or its successor will continue to be the day-to-day operator and manager of the OACC Stadium and any additional improvements to the OACC Complex.

1.3 Relocation. East Bay Entities recognize that having Raiders play its Football Events at the OACC Stadium will provide, among other things, great economic, social and psychological benefits to the community. Raiders, an NFL franchisee, currently plays football in Los Angeles, and desires to return to Oakland.

1.4 Purposes. The purpose of this Master Agreement is to establish the terms and conditions agreed to by the parties to provide that, subject to the terms and conditions contained in the Agreements, Raiders will play Football Events for a minimum of sixteen (16) consecutive Football Seasons at the OACC Stadium commencing with the 1995 Football Season. In furtherance of the above-stated purpose, the Agreements prescribe, among other things: (a) the financial arrangements among the parties for the purposes of development, design and construction of additional improvements to the OACC Stadium and certain other facilities; (b) plans for the development, design and construction of such

EXHIBIT A

improvements; (c) the principal terms and conditions for the operation of Raiders' franchise at the OACC Complex; (d) the terms upon which Seat Rights and Football Tickets to Football Events may be offered for sale; and (e) the method by which the parties will resolve issues not otherwise resolved in the Agreements.

1.5 Consideration. In consideration of the mutual representations, warranties, covenants and undertakings expressed herein and in the Related Agreements, the parties have entered into this Master Agreement.

1.6 Definitions. Unless the context or terms of this Master Agreement clearly indicate otherwise, the definitions contained in Exhibit A to this Master Agreement shall govern its interpretation and such definitions are hereby incorporated by reference.

1.7 Effective Date.

(a) Letter Agreements. Prior to the Effective Date defined in Section 1.7(b) hereof, the parties hereto have executed and delivered two letter agreements dated as of August 7, 1995, (collectively, the "Document Delivery Letter"), pursuant to which the parties hereto have, to the extent named as parties therein, signed and conditionally delivered this Master Agreement and the Operating License, Loan Agreement, OACC Stadium Agreement, Marketing Agreement, Revenue Trust Agreement, and Visiting Team Share Agreement.

(b) Effective Date. As more fully set forth in the Document Delivery Letter, the parties have agreed that the Agreements described in Section 1.7(a) shall be deemed delivered and shall become effective on the date (the "Effective Date") which is thirty-six (36) calendar days after the date as of which all of the parties to this Master Agreement have signed and conditionally delivered this Master Agreement as described in Section 1.7(a). If the Effective Date stated in the preceding sentence is not a Business Day, then the Effective Date shall instead be the first Business Day following such date.

2. CERTAIN AGREEMENTS

2.1 Operating License

(a) Execution and Term. Simultaneously with the execution of this Master Agreement, Raiders and Coliseum shall execute the Oakland-Alameda County Coliseum Stadium Operating License attached hereto as Exhibit B (the "Operating License"). Pursuant to the terms and conditions of the Operating License and the other Agreements, Raiders shall play its Football Events at the OACC Stadium for at least sixteen (16) consecutive Football Seasons commencing with the 1995 Football Season.

(b) License; Reservation of Certain Rights.

Pursuant to the terms and conditions of the Operating License, Coliseum shall grant to Raiders a license to play Football Events at the OACC Stadium during the term of the Operating License; ~~provided, however, that JPA has reserved the right to license Seat Rights at the OACC Stadium for Football Events and the right to receive certain revenues from such licensing as well as from certain other revenue associated with Football Events at the OACC Stadium in accordance with Section 3.8 of the Operating License and applicable provisions of the other Agreements.~~

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§ 2(a)*

(c) Stadium Capital Improvements. Subject to the

terms and conditions of the OACC Stadium Agreement, Raiders shall grant to Coliseum a license for the use of the Stadium Capital Improvements for all events at the OACC Stadium other than Football Events.

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(d) License Fee. In accordance with the provisions

of Section 7.1 of the Operating License, Coliseum shall pay to Raiders a license fee in the amount of \$5,685,000 per year as described therein.

(e) Day of Game Expenses. In accordance with

Section 9 of the Operating License, Coliseum shall pay all Football Event Expenses.

2.2 Commencement of Football Events. Subject to the

terms and conditions of the Agreements, Raiders agrees to play its Football Events at the OACC Stadium commencing with the First Football Event.

2.3 Other Locations

(a) Standstill. For as long as Raiders is not

entitled to terminate the Agreements pursuant to the terms hereof and thereof, during the period from the execution of this Master Agreement to the earlier of (a) the first Football Event after the Effective Date and (b) the date of termination of this Master Agreement pursuant to the terms hereof, Raiders will not, directly or indirectly, solicit, encourage or respond to any offer from any person other than East Bay Entities to provide a site for Raiders to play any Football Events that Raiders is required by the terms of the Agreements to play at the OACC Stadium and will not renew, extend, exercise any option under any existing agreement or enter into any agreement, discussions, or negotiations to do so, and, unless otherwise required by law, provide any information or exchange any correspondence with any person other than East Bay Entities (other than correspondence informing any third party of the execution of the Agreements and Raiders' obligations under this provision and otherwise under the Agreements) with respect to any unsolicited proposal it receives in that regard. Notwithstanding anything in this Section 2.3 to the contrary, in the event that litigation or other action is

commenced that seeks to enjoin or legally prohibit Raiders from commencing play or playing at the OACC Stadium, Raiders shall have the right to enter into agreements, discussions or negotiations relating to any site at which Raiders shall play Football Events during any period in which Raiders has been so enjoined or prohibited from commencing play or playing at the OACC Stadium, provided, however, that such right shall in no way derogate the obligation of the Raiders to resist any such prohibition in accordance with the terms of Section 2.4(a) hereof.

(b) Assurances for License Term. Except as may be otherwise authorized in the Agreements, Raiders shall not intentionally permit or cause to occur during the period commencing with the First Football Event and ending with the expiration or termination of the Operating License any event that may result in Raiders playing any Football Event in any location other than the OACC Stadium so long as the OACC Stadium is available, or take any action which would cause Raiders' right to play professional football in the OACC Stadium to be lost, impaired or transferred to any location other than the OACC Stadium; provided, that nothing contained in the Agreements shall prohibit Raiders from, at any time ~~(other than as set forth in Section 2.3(a) hereof)~~ discussing, planning or doing related acts in connection with determining the location of its NFL franchise upon the expiration or termination of the Operating License.

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#### 2.4 Litigation.

(a) Best Efforts of Raiders. If a party seeks an injunction or other binding order of a court or governmental agency prohibiting Raiders from complying with the terms hereof or of any of the other Agreements, Raiders will use its best efforts to defend such action and to resist such an injunction or order, and if such an injunction or order is entered will use its best efforts to have such injunction, order or prohibition dissolved or terminated, and commence playing Football Events at the OACC Stadium as soon thereafter as Raiders is relieved from the effect of such injunction or order and Raiders is obligated to do so. East Bay Entities will fully cooperate with Raiders to assist Raiders in resisting and seeking the dissolution or termination of such injunction, order or prohibition.

(b) Best Efforts of East Bay Entities. If a party seeks an injunction or other binding order of a court or governmental agency or seeks a referendum prohibiting East Bay Entities from complying with the terms hereof or of any of the other Agreements, East Bay Entities will use their best efforts to defend such action and to resist such an injunction or order or referendum, and if such an injunction or order is entered, or if such referendum is successful, will use their best efforts to have such injunction, order, referendum or prohibition dissolved or terminated. Raiders will fully cooperate with East Bay

Entities to assist East Bay Entities in resisting and seeking the dissolution or termination of such injunction, order or prohibition.

(c) Costs. Notwithstanding any provision of this Section 2.4 to the contrary, each of East Bay Entities and Raiders shall bear their own costs and expenses associated with any actions of such party required by this Section 2.4.

2.5 Further Assurances. The parties hereto hereby agree to cooperate with each other and to exercise good faith in concluding the transactions which are contemplated by the Agreements, and to execute and deliver such further documents, agreements and instruments as may be required to carry out the agreements and intentions expressed therein.

2.6 Other Licensees. The parties hereto recognize that the continuing relationship among East Bay Entities, Raiders, Athletics and Warriors may require modifications to the terms of the agreements pursuant to which Raiders and such other licensees use the OACC Complex, and East Bay Entities agree that the result of any such modification with Athletics, Warriors or any other licensee or user shall not be a derogation of any of the rights of Raiders with regard to the OACC Complex.

### 3. FINANCING

3.1 Loans to Raiders. Simultaneously with the execution of this Master Agreement, Raiders and Financing shall execute the Loan Agreement attached hereto as Exhibit C (the "Loan Agreement").

3.2 Operations Loan. On the terms and conditions of the Loan Agreement, Financing will provide an Operations Loan to Raiders. The Operations Loan shall include:

(a) An initial loan advance of thirty-one million nine hundred thousand dollars (\$31,900,000) which shall be paid to Raiders on the Effective Date by wire transfer of immediately available funds to an account designated by Raiders.

(b) A loan of eighteen million dollars (\$18,000,000) (reduced by the amount of any payment prior to the Effective Date made pursuant to Section 7(b) of the Document Delivery Letter), which shall be made by Financing in incremental advances as and to the extent certain funds are received by Financing from Revenue Trustee as further described in Section 6.2(b) hereof.

(c) A loan of four million dollars (\$4,000,000) which shall be made to Raiders on February 1, 1996.

(d) The parties acknowledge that loan advances under this Section 3.2 are being made, inter alia, as part of the

consideration to Raiders for its execution of the Agreements, for the termination of existing negotiations for relocation to other sites for the 1995 Football Season, for relocation costs, for certain matters related to revenues unavailable to Raiders, and for other matters related to the transition of operations and business conducted as the "Los Angeles Raiders" to that of the "Oakland Raiders."

(e) It shall be a condition to Financing's obligation to make any disbursement of all or any portion of the Operations Loan that Raiders shall have delivered a standby letter of credit at the time, in form and substance, and as otherwise provided in Section 2.6 of the Loan Agreement. The amount of any fee imposed by the issuer of any letter of credit delivered by Raiders to Financing pursuant to Section 2.6 of the Loan Agreement shall be paid by East Bay Entities at the time of payment of such fee by Raiders; provided, however, that, for each year in which any letter of credit shall be effective, East Bay Entities shall not be required to pay the amount of any such fee that exceeds one percent (1%) of the amount of the loan advance related to such letter of credit.

### 3.3 Construction Loan

(a) Stadium Capital Improvements. On the terms and conditions of the Loan Agreement, Financing shall make loan advances up to the amounts required for construction of the Stadium Capital Improvements in accordance with the applicable provisions of the Agreements ("Construction Loan Advances") during, and in some cases after, the course of construction of such facilities and for the purchase and construction of modifications to the OACC Stadium, generally consisting of the construction and addition for the 1996 Football Season of a first class, state of the art stadium including approximately 65,000 seats, 175 Suites, 9,000 Club Seats, club lounges, new locker rooms, and other modern amenities (the "Stadium Improvement Project"). For the 1995 Football Season, the OACC Stadium shall have a capacity of approximately 50,000-52,000 seats inclusive of approximately 57 Suites.

(b) Permanent Training Facility. On the terms and conditions of the Loan Agreement, Financing shall make loan advances to Raiders for construction of the Permanent Training Facility consisting of buildings, reasonable tenant improvements and parking areas, and football training fields. Such loan advances may also be used for construction or improvement of administration offices located at the Permanent Training Facility or at other sites acquired by Raiders. The maximum amount of such advances is ten million dollars (\$10,000,000), to be disbursed as described in Section 2.2 of the Loan Agreement. If the Costs of Construction of the Permanent Training Facility are less than the maximum loan advance available for such purpose under the Loan Agreement, Raiders shall be permitted to draw the



remaining funds available for the Permanent Training Facility upon completion of the Permanent Training Facility, without reduction in the amounts available under the Operations Loan; provided, however, that Raiders hereby agrees that any remaining amounts so disbursed shall be used by Raiders exclusively for any combination of capital expenditures for the improvement of the Permanent Training Facility, the Stadium Capital Improvements, the Raider Room, or the Exclusive Area. In addition to the advance described above in this Section 3.3(b), Financing or other East Bay Entities shall, without cost or charge to Raiders, purchase or lease the land necessary for use as the Permanent Training Facility and lease the same to Raiders for use limited to the Permanent Training Facility at an annual rental cost of one dollar for a period which expires upon expiration of the term of the Operating License. Raiders accepts as the Permanent Training Facility the timely availability of approximately twelve (12) acres of land located adjacent to Doolittle Drive in the City (which includes land previously used by Raiders as its training facility), provided that such land shall be suitable for the location and use of four (4) football fields, at least a 40,000 square foot building and appropriate parking spaces (the "Primary Training Site"). Notwithstanding any other provision of this Master Agreement or of the other Agreements, the amount of the Training Facility Project Loan shall be reduced by an amount up to \$350,000 as necessary for costs of relocating the existing soccer fields located on the Primary Training Site.

(c) Effect of Delays in Funding. Pursuant to the terms of Section 2.8 of the Loan Agreement, to the extent the commencement of construction and development of the Permanent Training Facility is delayed as the result of the failure of East Bay Entities to comply in any material respect with their obligations under any of the Agreements, and without limiting any other rights and remedies Raiders may have under the Agreements, the amount of the Training Facility Project Loan shall be increased, but not decreased, to compensate for such delay, based on the percentage increase in the Construction Cost Index, as more fully described in such Section 2.8.

3.4 Loan Repayments. Raiders shall repay the loan advances upon the terms and conditions set forth in Article III and other applicable provisions of the Loan Agreement, subject to the limitations on recourse set forth in Article V thereof.

3.5 Assignment of Right to Repayment. Pursuant to the terms of the Loan Agreement, the rights of Financing pursuant to the Loan Agreement may be assigned from time to time as may be agreed upon solely between JPA and Financing.

#### 4. STADIUM CAPITAL IMPROVEMENTS

4.1 OACC Stadium Agreement. Simultaneously with the execution of this Master Agreement, Coliseum and Raiders shall

enter into the OACC Stadium Agreement in the form attached hereto as Exhibit D.

4.2 Ownership of Stadium Capital Improvements; Reservation. On the terms and conditions set forth in the OACC Stadium Agreement, Coliseum shall grant a license to Raiders to construct the Stadium Capital Improvements. Pursuant to the terms of the OACC Stadium Agreement, Raiders shall own the Stadium Capital Improvements when constructed, subject to the respective rights and obligations of the parties expressly set forth in the Agreements.

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5. MARKETING STRATEGY & FOOTBALL RELATED REVENUES & EXPENSES

5.1 Marketing Agreement. Simultaneously with the execution of this Master Agreement, JPA and Raiders shall execute the Marketing Agreement attached hereto as Exhibit E (the "Marketing Agreement"). Pursuant to the terms of the Marketing Agreement:

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(a) Marketing of Seat Rights. The Marketing Association shall be the sole and exclusive agent of Coliseum and JPA retained to market the seat license and other rights as described in the Marketing Strategy attached to this Master Agreement as Exhibit F, and shall also have those duties to both JPA and Raiders set forth in Section 2.1(c) of the Marketing Agreement. Those seat license and other rights are generally designated as Suites, Club Seats, Club Loge Seats, Personal Seat Licenses (or "PSL's") and Location Premium Seats (collectively referred to as the "Seat Rights"), and generally give the user (i) the right to purchase Football Tickets for a predefined seat or group of seats, and (ii) access to other amenities such as club use, restricted areas, catering, food and beverage services, and other benefits which vary with the seating location and pricing. Notwithstanding the amount of the fees and other charges payable for the Seat Rights, a holder of a Seat Right shall be required to purchase Football Tickets as a condition to attending any Football Event. The Marketing Association shall market the Seat Rights in the designations, locations and manner and at the prices specified in the Marketing Strategy, which may be changed or adjusted only in accordance with the terms and conditions of the Marketing Agreement. The costs of printing and distribution of Football Tickets, advertising on Football Tickets, and handling charges relating to Football Tickets shall be governed by applicable provisions of the Marketing Agreement.

(b) Seat Revenues. The Marketing Association shall establish initial and annual or other periodic fees, deposits and other forms of payment for the reservation, licensing and use of Seat Rights (the "Seat Revenues") in accordance with the Marketing Strategy (i) for use of Seat Rights in the period commencing with the 1995 Football Season and extending through and including the 2005 Football Season (the "First Marketing

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Proceeds"), (ii) for use of Seat Rights in the period commencing with the 2006 Football Season, and extending through and including the 2010 Football Season (the "Second Marketing Proceeds"), and (iii) thereafter for such periods as may be established by the Marketing Association until termination of this Agreement.

(c) Football Tickets. As agent of the Raiders, the Marketing Association shall market and sell the season and individual game tickets for every Football Event at the OACC Stadium (the "Football Tickets") in accordance with Section 2.2 of the Marketing Agreement. In accordance with the provisions of the Marketing Agreement, the price of Football Tickets shall initially be an average of \$50.00 per ticket for the 1995 Football Season and remain fixed at \$50.00 average per ticket through and including the 1997 Football Season, and shall thereafter be increased and adjusted as provided in the Marketing Agreement (as the same may be in effect from time to time, the "Average Admission Price"). The proceeds of sales of Football Tickets for all Football Events at the OACC Stadium shall be referred to as "Football Ticket Revenues." The Marketing Association shall also charge in accordance with Section 2.2 of the Marketing Agreement a surcharge of \$1.00 per Football Ticket in addition to the Average Admission Price, except that in lieu of that surcharge on Football Tickets purchased by users of Suites, the Marketing Association shall add \$100.00 per year to the otherwise applicable annual fee for use of each Suite (collectively, the "Football Ticket Surcharge").

(d) Marketing Expenses. Subject to the further terms and conditions of the Marketing Agreement, JPA shall fund and pay all marketing expenses and costs customarily incurred in the marketing of comparable seat rights and tickets (the "Marketing Expenses") which (i) are incurred by the Marketing Association in connection with the marketing and sale of Seat Rights and Football Tickets pursuant to and consistent in all material respects with the Marketing Strategy, (ii) do not exceed: six million dollars (\$6,000,000) incurred with respect to the period commencing with the first marketing of Seat Rights and ending September 1, 1996; one million dollars (\$1,000,000) incurred during each of the fiscal years ending March 31, 1997, through and including March 31, 2011, during the term of the Operating License; and \$3,000,000 (in addition to the \$1 million annual allowance) incurred with respect to the remarketing of Seat Rights for the collection of the Second Marketing Proceeds; and (iii) are included in reasonably detailed budgets consistent with the foregoing which budgets (A) have been approved by the Board of Directors of the Marketing Association pursuant to the Marketing Agreement and (B) delivered to JPA promptly after each such approval. The Marketing Association shall use reasonable care to incur only those Marketing Expenses that are reasonably necessary to achieve the goals of the Marketing Strategy, and shall not assume in any budgets the expenditure of, and shall use

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reasonable efforts not to spend, the maximum amounts stated above. The Marketing Association shall not pay Marketing Expenses directly and shall not itself incur any general, administrative or other overhead expenses or costs, and instead shall contract with third parties approved by the Board of Directors of the Marketing Association to provide all necessary marketing services, products and related goods. As more fully set forth in the Marketing Agreement, the Marketing Association shall submit to JPA monthly statements setting forth in reasonable detail the Marketing Expenses to be paid, a cumulative summary of budgeted amounts and amounts paid to date, and originals or copies of all third party invoices submitted as owing; and JPA shall within thirty (30) days after receipt thereof, pay all Marketing Expenses directly to the third parties.

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§ 2(C)

5.2 Parking and Concessions. Coliseum shall operate and pay appropriate expenses and costs, if any, of, or engage independent contractors to operate, parking facilities and food and beverage concessions for Football Events at the OACC Stadium in accordance with applicable provisions of the Operating License. Subject to the terms of the Agreements, Coliseum shall have the right to establish, charge and collect initial fees payable by concessionaires selling food and beverages at Football Events at the OACC Stadium (the "Football Concessionaire Initial Fees"). ~~During the term of the existing concession contract~~ Raiders shall receive no less than the greater of (a) one-half of the net concession revenues from Football Events received by Coliseum, or (b) twenty percent (20%) of the gross concession sales collected by the concessionaire (but not exceeding total net concession proceeds received by Coliseum). Upon the execution of a new concession contract, Coliseum agrees to charge a rate of commissions to concessionaires for sales to general admission seating areas (i.e., all seats other than Suites and Club Seats) during Football Events at the OACC Stadium so that Raiders' share of concession revenues disbursed by the Revenue Trustee as described in Section 6.2 of this Master Agreement shall not be less than 20% of the gross concession sales ~~collected from those seating areas.~~ Coliseum shall use its reasonable best efforts to cause concessionaires providing catering and food and beverage concessions to Suites and Club areas (at Football Events at the OACC Stadium) to pay commission rates not less than current comparable industry standards. Coliseum agrees that it shall not charge Football Concessionaire Initial Fees in such amounts as would reduce ongoing commission rates for Suites and Club Seats below the rates that would be charged for comparable facilities without unreasonably high initial fees. All revenue collected by Coliseum from food and beverage catering and concessions at Football Events at the OACC Stadium, shall be referred to as "Football Concession Net Revenues." All net revenue collected by Coliseum from parking charges at Football Events at the OACC Stadium, after deducting

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Coliseum's expenses and costs relating thereto, shall be referred to as "Football Parking Net Revenues."

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§ 2(a)

5.3 Football Merchandise. In accordance with Section 8.2 of the Operating License, Raiders shall be entitled to sell directly, or select concessionaires to sell, souvenirs, novelties, programs and similar items (the "Football Merchandise") relating to football at or around the OACC Stadium on the dates of Football Events at the OACC Stadium. Raiders shall be entitled to collect all revenues from the sale of Football Merchandise (the "Football Merchandise Revenues") and shall pay all concessionaire fees and commissions and other expenses and costs in connection with the sale of Football Merchandise.

~~5.4 Advertising. Coliseum shall have the sole right to market and sell advertising for the interior and exterior of the OACC Stadium during Football Events and at all other times, and shall have the right to collect and receive all revenues therefrom and shall pay all expenses and costs in connection therewith, except that Raiders shall be entitled to receive certain advertising revenues as described in and allocated to Raiders pursuant to Section 10.1 of this Master Agreement.~~

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§ 2(m)

5.5 Stadium Name. Coliseum shall have the exclusive right to select one or more names for the OACC Stadium and arena at the OACC Complex and to market and sell such names on terms established by Coliseum. The revenues from sale or license of the name of the OACC Stadium only, after deducting all expenses and costs allocable thereto, shall be referred to as the "Stadium Name Net Revenues." Coliseum and Raiders shall share Stadium Name Net Revenues as provided in Section 6.3 of this Master Agreement. Notwithstanding the foregoing, (i) no name or names shall be selected for the OACC Stadium or other portions of the OACC Complex which would reasonably embarrass Raiders, and (ii) without limiting the foregoing, Raiders may, in exercise of its reasonable business judgment, reject any three (3) distinct proposed names for the OACC Stadium, it being understood and agreed that the rejection of one name shall include the rejection of all similar names associated therewith, and (iii) under no circumstance shall the OACC Stadium name include the name of a present or former owner of a professional sports franchise. The name of the OACC Complex as a whole shall not be sold, licensed or otherwise marketed.

5.6 Definition of Football Related Revenues. The term "Football Related Revenues" shall mean Seat Revenues, Football Ticket Revenues, Football Parking Net Revenues, Football Concession Net Revenues, the Football Ticket Surcharge, Football Merchandise Revenues, Club Advertising Net Revenues, Nonclub Advertising Net Revenues, and Stadium Name Net Revenues. The parties acknowledge that the foregoing definitions and designations of seats and Seat Rights, and amounts that may be

paid therefor, may change from time to time during the term of the Operating License, and, notwithstanding any other provision of the Agreements, any such changes, additions or deletions to such definitions shall be interpreted by the parties in a manner consistent with the original definitions and sharing of revenues set forth in the Agreements, and the parties shall reasonably agree upon amendments to the Agreements, if any, necessary to reflect the foregoing.

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5.7 Retained Seat Rights

(a) Designation. Pursuant to the terms and conditions of the Marketing Agreement, at all times Raiders shall have the right to retain and make available to visiting teams Football Tickets as set forth in the Marketing Agreement and the Marketing Strategy, and East Bay Entities shall have the right to purchase Football Tickets at no cost except the Average Admission Price for an aggregate of one hundred (100) field level seats, all as designated pursuant to the Marketing Strategy (collectively, the "Retained Seats"). Four (4) of the Suites in locations designated in the Marketing Strategy shall be reserved for East Bay Entities for Football Events without obligation for payment of any fees or other charges (the "Retained Suites"). The Retained Seats and the Retained Suites shall not be subject to licensing of Seat Rights by the Marketing Association pursuant to the Marketing Strategy. Raiders shall provide, without charge, tickets to East Bay Entities for the users of East Bay Entities' Retained Suites for Football Events. The Marketing Association shall also provide 525 tickets, at only the Average Admission Price, for sale to visiting teams for each Football Event consistent in location with NFL requirements and/or customs.

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(b) Raiders' Suites. Raiders shall have the right to occupy (without obligation for payment of any fees or other charges) for personal use and not for resale two (2) Suites in locations to be designated in the Marketing Strategy for all events at the OACC Stadium, including baseball. At its option, Raiders shall (i) pay ticket charges with respect to such events (other than Football Events) at prices charged to other persons occupying Suites for such events, or (ii) arrange for a mutually agreeable exchange of rights.

5.8 Post-Season Viewing. Notwithstanding any provision to the contrary in this Article 5 or in the Marketing Agreement, the sale and distribution of Football Tickets for Football Events during the Post-Season shall be accomplished in accordance with customary NFL practice; provided, however, that to the extent permitted by customary NFL practice, ~~and in accordance with the Marketing Strategy,~~ Football Tickets for such Football Events shall be made available for purchase on a preferential basis to season-ticket holders for Football Events.

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§ 2(p)*

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5.9 Suites and Events Other Than Football & Baseball.  
Pursuant to applicable provisions of the Marketing Agreement, the parties have allocated certain rights between Raiders and the Athletics to market, as part of the sale of certain Suites defined therein the right to purchase tickets to events other than football and baseball.

5.10 Securities Laws and Indemnification

(a) From time to time as and when requested to do so by Raiders, at no cost to Raiders, East Bay Entities will cause to be delivered to Raiders, within thirty (30) days after written request therefor by Raiders, an opinion of independent counsel of East Bay Entities' choosing reasonably satisfactory to Raiders to the effect that (i) Seat Rights marketed in accordance with the Marketing Strategy do not constitute securities requiring registration under applicable state and federal securities laws, or (ii) any offer, sale or distribution of Seat Rights, when made in accordance with the Marketing Strategy, will be made in accordance with the applicable registration requirements of state and federal securities laws.

(b) East Bay Entities may elect, in their sole discretion, to cause the registration of such Seat Rights under applicable requirements of state and federal securities laws, and East Bay Entities shall pay all expenses associated with such registration. Raiders hereby agree to cooperate fully with East Bay Entities in obtaining such registration; provided, however, that such cooperation will not include payment of any costs or fees associated with such registration.

(c) East Bay Entities agree, to the full extent permitted by law, to indemnify Raiders and the Released Persons against all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation and legal expenses) arising out of or based upon (i) the failure to cause registration of Seat Rights to the extent such registration is required by applicable federal or state laws, or (ii) any untrue or alleged untrue statement of a material fact contained in any disclosure document delivered in compliance with applicable securities law or any amendment thereof or supplement thereto in connection with the marketing, offering, sale or licensing of Seat Rights or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus (as defined under applicable securities laws)), in light of the circumstances under which they were made, not misleading, except insofar as the same arise out of or are based upon or are contained in any information furnished in writing to East Bay Entities by Raiders expressly for use therein.

(d) Any person entitled to indemnification or contribution hereunder shall give prompt written notice to East

Bay Entities of any claim with respect to which such person may be entitled to indemnity or contribution hereunder stating the nature and basis of the claim and the amount thereof, to the extent known, and, unless in the reasonable judgment of such indemnified party a conflict of interest may exist between such indemnified party and the indemnifying party with respect to such claim, permit the indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to such indemnified party. Should the indemnifying party assume the defense of any such claim, the indemnifying party shall not be responsible for the legal fees and expenses of counsel independently retained by an indemnified party after the indemnifying party's assumption of such defense and the indemnifying party may affect any settlement of such claim without the consent of the indemnified party if the indemnifying party has paid, or made adequate provision for the payment of, the full amount of such settlement at the time thereof. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the fees and expenses of more than one counsel with respect to such claims, unless in the reasonable judgment of counsel to such indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels. The indemnifying party will not be subject to any liability for any settlement made without its consent, which consent shall not be unreasonably withheld or delayed. The failure of any indemnified party to provide the notice required by this Section 5.10(d) shall not constitute a waiver of any right of indemnification hereunder except to the extent such failure prejudices an indemnifying party's right to defend such claim.

(e) If the indemnification provided for in this Section 5.10 in respect of any losses, claims, damages, liabilities or expenses referred to therein is prohibited by law, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion that (i) East Bay Entities shall pay ninety-nine and nine tenths percent (99.9%) of such amount and Raiders shall pay one tenth of one percent (0.1%) of such amount, or (ii) alternatively, if such proportion is not permitted by law, each of East Bay Entities and Raiders shall pay an amount that is just and reasonable under the circumstances. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in this Section, any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.



(f) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5.10 were determined by pro-rata allocation or by any other method of allocation which does not take account of the provisions of this Section 5.10. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933, as amended) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(g) If indemnification under this Section 5.10 is not prohibited by law, the indemnifying parties shall indemnify each indemnified party to the fullest extent provided in this Section 5.10 without regard to the relative fault of said indemnifying party or indemnified party or any other equitable consideration provided for in this Section 5.10.

(h) The rights of Raiders under this Section 5.10 shall be in addition to, and shall not be exclusive of, any other rights provided under the Agreements and any other rights or remedies at law or in equity which may accrue to Raiders.

## 6. COLLECTION AND DISBURSEMENT OF FOOTBALL RELATED REVENUE

6.1 Revenue Trust Agreement. Simultaneously with the execution of this Master Agreement, JPA, Revenue Trustee, Coliseum and Raiders shall execute the Revenue Trust Agreement. Pursuant to the terms of the Revenue Trust Agreement and the other Agreements, certain Football Related Revenues during the term of the Operating License shall be collected and disbursed in accordance with the Revenue Trust Agreement and certain other Football Related Revenues shall be collected and disbursed by agreement among the parties as more particularly described in this Article 6 and the other applicable Agreements; provided, however, that nothing contained in this Article 6 shall alter any of the legal relationships established pursuant to the Agreements. Pursuant to the Revenue Trust Agreement and related security instruments, the parties thereto other than Raiders will grant certain security interests to secure performance of certain obligations described in the Revenue Trust Agreement.

## 6.2 Football Related Revenues Administered by Revenue Trustee.

### (a) Deposits of Funds and Expense Requisitions.

(i) Pre-Agreement Marketing Proceeds. As more fully set forth in the Marketing Agreement, funds collected from the marketing of Seat Rights prior to the Effective Date shall be transferred to Revenue Trustee on the Effective Date.

(ii) Funds. During the term of the Operating License, (A) JPA and the Marketing Association, to the extent of their respective control of the same, shall cause to be delivered

to Revenue Trustee all Seat Revenues, Football Ticket Revenues, and Football Ticket Surcharges, and (B) Coliseum shall cause to be delivered to Revenue Trustee all Football Parking Net Revenues, Football Concession Net Revenues, and Football Concessionaire Initial Fees; provided that any of the foregoing revenues as may be collected by any other party shall also be delivered to Revenue Trustee. As more fully described in the Revenue Trust Agreement, Revenue Trustee shall establish an account to which the Marketing Association shall cause all of the Seat Revenues, Football Ticket Revenues and Football Ticket Surcharges to be directly mailed or deposited by the purchaser of Seat Rights and/or Football Tickets. JPA and Raiders shall cause the Marketing Association to provide with each deposit or other delivery of funds a statement of account in the form of a Certificate to Revenue Trustee identifying all Seat Revenues, Football Ticket Revenues, and Football Ticket Surcharges by category consistent with the provisions set forth below in this Section 6.2, and instructing Revenue Trustee how to segregate and apply such funds as provided below in this Section 6.2. Coliseum shall on a monthly basis deliver to Revenue Trustee reasonably detailed statements enclosing a check for (or otherwise transferring) all Football Parking Net Revenues, Football Concession Net Revenues, and Football Concessionaire Initial Fees and identifying such funds by category consistent with the provisions set forth below in this section 6.2, and instructing Revenue Trustee how to segregate and apply such funds as provided below in this Section 6.2.

(iii) Expenses. JPA and Coliseum shall be entitled from time to time to submit expense reimbursement forms (the "Expense Requisitions") to Revenue Trustee in the form of Certificates stating, respectively, (A) that JPA has incurred or paid Marketing Expenses or its own administrative salaries and overhead expenses in a specified amount and requests payment therefor, or (B) that Coliseum has incurred or paid Football Event Expenses in a specified amount and requests payment therefor. Such expenses shall be payable solely from the JPA Sinking Fund in the manner and subject to the priorities stated in Section 6.2(b)(i) below.

(b) First Marketing Proceeds. All Football Related Revenues described in Section 6.2(a) received by Revenue Trustee which are First Marketing Proceeds (whenever received or collected, and before or after the date hereof and/or commencement of the term of the Operating License) shall be allocated and disbursed as follows:

(i) JPA Sinking Fund. All Suite Deposits, all Club Seat Initial Fees, one half of Club Seat Annual Fees collected after the 1995 Football Season, all Club Loge Initial Fees, all Club Loge Annual Fees, all PSL Initial Fees, all PSL Annual Fees, all Location Premium Fees, one half of Football Parking Net Revenues, one half of Football Concession Net

Revenues, and all Football Concessionaire Initial Fees shall, on an as paid and received basis, be segregated and held by Revenue Trustee in a separate account designated as the "JPA Sinking Fund" for the sole benefit of JPA (and Raiders to the extent of the loan described in the next sentence). Revenue Trustee shall distribute and pay out all funds deposited in the JPA Sinking Fund under this Section 6.2(b)(i) in the following manner and order of priority: (A) within five (5) Business Days after receipt of funds to be held in the JPA Sinking Fund by Revenue Trustee or after Revenue Trustee shall be reasonably able to identify the designation of the funds (whichever is later, referred to hereafter as "Receipt by Trustee"), Revenue Trustee shall pay to or as directed by Financing one half of the first funds received and designated as Suite Deposits, Club Seat Initial Fees, Club Loge Initial Fees, and PSL Initial Fees until such payments cumulatively total eighteen million dollars (\$18,000,000), which Financing shall in turn loan to Raiders in accordance with the applicable provisions of the Loan Agreement; (B) Revenue Trustee shall pay in each year from any available moneys in the JPA Sinking Fund to the Bond Trustee the amount necessary in order for the Bond Trustee to have on deposit under the Trust Agreement amounts sufficient to pay principal of and interest on the Bonds and any "Related Obligations" (as such term is defined in the Master Lease Agreement) to become due to and including the following February 1; (C) Revenue Trustee shall next pay to JPA or Coliseum, as the case may be and within five (5) Business Days after Revenue Trustee receives each Expense Requisition (in each case approved by JPA), all sums stated in Expense Requisitions delivered by JPA and/or Coliseum, first from (and to the extent of) funds designated as one half of Football Parking Net Revenues and/or one half of Football Concession Net Revenues, and then from (and to the extent of) any other funds held or deposited in the JPA Sinking Fund (and all outstanding Expense Requisitions when and as submitted by Coliseum shall be paid in full prior to payment of Expense Requisitions of JPA); and (D) lastly, Revenue Trustee shall hold and invest or disburse any remaining funds in the JPA Sinking Fund as directed from time to time by JPA in Certificates of JPA delivered to Revenue Trustee, and shall make any disbursement so requested by JPA within five (5) Business Days after Revenue Trustee receives a Certificate requesting the same from JPA (to the extent of funds held in the JPA Sinking Fund). Notwithstanding the foregoing, on the first Business Day of February of each year until the Bonds (and any "Related Obligations") are paid in full or provision for full payment thereof has been made, Revenue Trustee shall transfer to Bond Trustee from funds held in the JPA Sinking Fund the principal of and interest on the Bonds due on or before, or, in the case of Bonds (or any "Related Obligations") with a variable rate of interest, the principal of and interest thereon estimated to become due through and including, February 1 of the next ensuing year; provided that no such transfer to Bond Trustee shall delay or reduce the up to \$18 million to be loaned to Raiders as referred to above. Revenue Trustee shall provide JPA

with all Certificates delivered by the Marketing Association identifying funds delivered to Revenue Trustee.

(ii) Raiders Disbursement Fund. All Suite Annual Fees, all Club Seat Annual Fees for the 1995 Football Season and one half of Club Seat Annual Fees thereafter through and including the 2005 Football Season, all Football Ticket Revenues, one half of Football Parking Net Revenues, and one half of Football Concession Net Revenues shall, on an as paid and received basis, be segregated and held by Revenue Trustee in a separate account designated as the "Raiders Disbursement Fund" for the sole benefit of Raiders. Within five (5) Business Days after Receipt by Trustee, Revenue Trustee shall distribute and pay out all funds deposited in the Raiders Disbursement Fund to Raiders, except that all Football Ticket Revenues in such fund shall be paid to Raiders within two (2) Business Days after Receipt by Trustee. Except for security interests expressly granted by Raiders pursuant to the Loan Agreement, neither Revenue Trustee nor any other party to this Agreement shall have any security interest or other lien upon, or any right of setoff against, any funds held in or properly payable to the Raiders Disbursement Fund with respect to revenues from the First Marketing Proceeds, Second Marketing Proceeds, or thereafter.

(iii) Public Benefit Fund. The Football Ticket Surcharge shall be segregated and held by Revenue Trustee in a separate account designated as the "Public Benefit Fund," and invested from time to time as may be directed by JPA in a Certificate from JPA to Revenue Trustee. After the period during which any Football Ticket Surcharge would in any way be subject to refund under the provisions of Section 6.4 below or otherwise, and within five (5) Business Days after Revenue Trustee receives a Certificate from JPA requesting the same from time to time, Revenue Trustee shall disburse any or all of the funds deposited in the Public Benefit Fund to any of the following: (i) the Oakland Unified School District, (ii) the County for the purpose of funding the County Human Services Department, or (iii) such other entity or organization as JPA shall designate from time to time so long as such entity is devoted to educational or social-welfare purposes and is a public or municipal entity or, if such entity is a private organization, such entity qualifies for exempt status under Section 501(c)(3) of the Code. Neither Revenue Trustee nor any other party to this Agreement shall have any security interest or other lien upon, or any right of setoff against, any funds held in or properly payable to the Public Benefit Fund. Notwithstanding any provision to the contrary in the Agreements, City, County and JPA shall be solely responsible for payment of sums, if any, required to be paid to visiting teams under the NFL rules from the amounts allocable to the Public Benefit Fund, and upon instruction by JPA, Revenue Trustee shall establish such reserves within the Public Benefit Fund or pay to JPA any amounts designated in a Certificate to Revenue

Trustee as amounts owed under the visiting team sharing rules of the NFL.

(c) Second Marketing Proceeds. All Football Related Revenues described in Section 6.2(a) received by Revenue Trustee which are Second Marketing Proceeds (whenever received or collected, and including all Seat Revenues collected as deposits and fees for use of Seat Rights during the 2006 Football Season and/or thereafter) shall be allocated and disbursed as follows:

(i) Revenues Subject to Priority Payments. All Suite Deposits, all Club Seat Initial Fees, one half of Club Seat Annual Fees, all Club Loge Initial Fees, and all PSL Initial Fees shall, on an as paid and received basis, be segregated and held by Revenue Trustee in the JPA Sinking Fund and, within five (5) Business Days after Receipt by Trustee, shall be (A) first, paid to Bond Trustee until such date that all Football Financing Obligations have been deemed discharged pursuant to the provisions of the Trust Agreement (the "FFO Repayment Date"), (B) second, to JPA until all liabilities to purchasers or other users of Suites and other Seat Rights for which a refundable deposit, if any, has been collected (collectively, the "Deposit Liabilities") have been discharged (the "Deposit Discharge Date"), and (C) third, to JPA or agents designated by JPA in a Certificate delivered to Revenue Trustee, to be held as a fund designated as the "Stadium Modernization Fund" until the date that payments under this clause (C) cumulatively total fifteen million dollars (\$15,000,000) (the "Modernization Funding Date"). After the last to occur of the FFO Repayment Date, Deposit Discharge Date, and Modernization Funding Date, (x) one half of any Suite Deposits, one half of any Club Seat Initial Fees, one half of any Club Loge Initial Fees, and one half of any PSL Initial Fees not required as payments under clauses (A), (B) or (C) above shall, to the extent received by Revenue Trustee, be segregated and held by Revenue Trustee in the JPA Sinking Fund, and within five (5) Business Days after Receipt by Trustee, Revenue Trustee shall pay all of those funds to JPA; and (y) one half of any Suite Deposits, one half of any Club Seat Initial Fees, all Club Seat Annual Fees (it being understood that at least one half thereof is at all times allocable to the Raiders Disbursement Fund), one half of any Club Loge Initial Fees, and one half of any PSL Initial Fees not required as payments under clauses (A), (B) or (C) above, shall, to the extent received by Revenue Trustee, be segregated and held by Revenue Trustee in the Raiders' Disbursement Fund, and within five (5) Business Days after Receipt by Trustee, Revenue Trustee shall pay all of those funds to Raiders.

(ii) Revenues Subject to Subpriority Payments. After the FFO Repayment Date, all Club Seat Annual Fees (it being understood that at least one half thereof is at all times allocable to the Raiders Disbursement Fund) shall, to the extent received by Revenue Trustee, be segregated and held by Revenue

Trustee in the Raiders Disbursement Fund, and within five (5) days after Receipt by Revenue Trustee, all of those funds shall be paid to Raiders. To the extent that the Deposit Discharge Date and/or Modernization Funding Date has not occurred because the funds received by Revenue Trustee under subparagraph 6.2(c)(i) are insufficient to pay in full the Deposit Liabilities and Modernization Fund as described above, Revenue Trustee shall segregate and hold in the JPA Sinking Fund all Club Loge Annual Fees, all PSL Annual Fees and all Premium Location Fees, and, until the later to occur of the Deposit Discharge Date and Modernization Funding Date, shall first pay all such funds to JPA in respect of all remaining Deposit Liabilities, and then pay all such funds to JPA until the Stadium Modernization Fund has received the principal amount of \$15 million from Revenue Trustee, except that one half of the PSL Annual Fees shall at all times be payable and paid to JPA. After the later to occur of the Deposit Discharge Date and Modernization Funding Date, (x) one half of the Club Loge Annual Fees, one half of the PSL Annual Fees, and one half of the Premium Location Fees shall, to the extent received by Revenue Trustee, be segregated and held by Revenue Trustee in the JPA Sinking Fund, and within five (5) Business Days after Receipt by Trustee, all of those funds shall be paid to JPA; and (y) one half of the Club Loge Annual Fees, one half of the PSL Annual Fees and one half of the Premium Location Fees shall, to the extent received by Revenue Trustee, be segregated and held by Revenue Trustee in the Raiders Disbursement fund, and within five (5) Business Days after Receipt by Trustee, all of those funds shall be paid to Raiders.

(iii) Revenues Not Subject to Priorities. All Suite Annual Fees, all Football Ticket Revenues, one half of Football Parking Net Revenues, one half of Football Concession Net Revenues and one half of all Club Seat Annual Fees at all times, and then after the FFO Repayment Date, all Club Seat Annual Fees shall, on an as paid and received basis, be segregated and held by Revenue Trustee in the Raiders Disbursement Fund, and within five (5) Business Days after Receipt by Trustee, all of those funds shall be paid to Raiders, except that all Football Tickets Revenues in such fund shall be paid to Raiders within two (2) Business Days after Receipt by Trustee. Except for security interests expressly granted by Raiders pursuant to the Loan Agreement, neither Revenue Trustee nor any other party to this Agreement shall have any security interest or other lien upon, or any right of setoff against, any funds held in or properly payable to the Raiders Disbursement Fund with respect to the First Marketing Proceeds, Second Marketing Proceeds, or subsequent revenues. One half of Football Parking Net Revenues, one half of Football Concession Net Revenues, and all Football Concessionaire Initial Fees shall, on an as paid and received basis, be segregated and held by Revenue Trustee in the JPA Sinking Fund, and with five (5) Business Days after Receipt by Trustee, all of those funds shall be paid to JPA.

(iv) Expenses. Notwithstanding any priority, subpriority or other distributions called for under subparagraphs (i) through (iii) above, Revenue Trustee shall, to the extent of funds in the JPA Sinking Fund and prior to any other payments, pay to JPA or the Coliseum, as the case may be, all sums stated in Expense Requisitions (in each case approved by JPA) delivered by JPA and/or Coliseum, first from funds designated as Football Parking Net Revenues and/or Football Concession Net Revenues, and then from any other funds held in the JPA Sinking Fund (provided that no funds in or allocable to Raiders Disbursement Fund shall be used to pay any Expense Requisitions);

(v) Surcharge. The Football Ticket Surcharge shall be segregated, held and paid out by Revenue Trustee in the same manner set forth in Section 6.2(b)(iii).

(vi) Other Certificates. Upon request of Revenue Trustee, Raiders, Coliseum, the Marketing Association, and/or JPA, JPA shall cause Bond Trustee to issue to the person requesting the same Certificates stating from time to time the outstanding balance of the Football Financing Obligations, the Marketing Association shall issue to such person requesting the same Certificates stating from time to time the outstanding amount of Deposit Liabilities, and JPA shall issue to such person requesting the same Certificates stating from time to time the amount of funds held in the Modernization Fund.

(d) Subsequent Marketing Proceeds. All revenues paid to Revenue Trustee with respect to periods, if any, following the period(s) for which Second Marketing Proceeds are collected shall be segregated, held and paid out by Revenue Trustee in the same manner set forth in Section 6.2(c) without regard to any priorities otherwise stated with respect to the Football Financing Obligations, Deposit Liabilities, or Stadium Modernization Fund.

(e) Interest. Interest earned on funds received by Revenue Trustee shall be held and applied as provided in the Revenue Trust Agreement.

(f) Application of Parking and Concession Revenue. The parties hereto acknowledge that the 50% of Football Concession Net Revenues and Football Parking Net Revenues allocated to JPA under this Section 6.2 shall constitute the portion of such revenues designated to be paid by Raiders to Financing as a portion of the loan payments under Section 3.1 of the Loan Agreement, and JPA shall cause Financing to credit such revenues received hereunder toward the repayments under such Section 3.1.

6.3 Revenue Not Administered by Revenue Trustee. All Raiders Advertising Revenues and one half of all Stadium Name Revenues shall be paid to Raiders not later than thirty (30)

Business Days after Coliseum (or any other East Bay Entity or their affiliates) collects those revenues. Raiders shall at all times be entitled to receive and collect all Football Merchandise Revenues.

6.4 Cancelled Events. In the event that any Football Events are cancelled or not played at the OACC Stadium as a result of an event of Force Majeure, including during any period in which Football Events are played at a stadium other than the OACC Stadium pursuant to Section 16.1 or Section 16.3 of the Operating License ("Cancelled Events") and, pursuant to the Marketing Strategy, any refunds are to be made to the purchasers of tickets for such Cancelled Events, East Bay Entities shall refund to Revenue Trustee upon request therefor any revenue subject to such refunding paid to East Bay Entities by Revenue Trustee (including amounts allocated to the Public Benefit Fund) with respect to such Cancelled Events. Pursuant to the terms of the Marketing Agreement, the Marketing Association shall have the obligation, if any, of making refunds to the purchasers of tickets for such Cancelled Event. Notwithstanding the foregoing, East Bay Entities shall not be obligated to refund any amount unless the purchasers of tickets for such Cancelled Events will receive a credit or refund for such amounts. If any Cancelled Event shall be played at a stadium other than the OACC Stadium, Raiders shall be solely responsible for any and all costs, including rental of such stadium, associated with such event and East Bay Entities shall have no right under the Agreements to receive any revenue for such event.

7. TRAINING FACILITY AND HALL OF FAME

7.1 Training Facility

(a) Approvals. Subject to the provisions of Section 7.1(c) below, East Bay Entities will apply for and obtain on or before October 1, 1995, in the name of Raiders and at no cost to Raiders, the Approvals for the Permanent Training Facility at the Primary Training Site. Raiders shall cooperate fully with East Bay Entities in the processing of the Approvals and shall make reasonably available a representative of Raiders to assist in such processing and to attend any public and/or private meetings with East Bay Entities or applicable government agencies or their staff, as and when required; provided, however, that Raiders shall not be responsible for any of East Bay Entities' costs associated with such processing.

(b) Training Facility Loan and License. Financing shall loan up to and not to exceed ten million dollars (\$10,000,000) to the Raiders as described in the Loan Agreement, the proceeds of which shall be used solely for hard and soft costs of constructing the Permanent Training Facility and other uses set forth in Section 3.3 hereof. East Bay Entities shall grant to Raiders, at no cost to Raiders, a license to construct

*Add new  
Section 6.5  
- Supp § 26*



the Permanent Training Facility and to use the Training Site for the term of the Operating License (the "Training Facility License"), as soon as the Approvals for the Permanent Training Facility are obtained.

(c) Failure to Obtain Approvals; Costs. If East Bay Entities do not obtain the Approvals for the Permanent Training Facility at the Primary Training Site by October 1, 1995, East Bay Entities shall by such date, at their option, either (i) provide the Training Facility License for the Alternate Training Site and obtain the Approvals in the name of Raiders at no cost to Raiders for Raiders to construct the Permanent Training Facility at the Alternate Training Site; or (ii) assume responsibility for the delay costs of Raiders in delaying construction of the Permanent Training Facility at the Primary Training Site until the Approvals for the Permanent Training Facility at the Primary Training Site are obtained, provided that if such Approvals are not obtained prior to October 1, 1995, East Bay Entities shall, on or before such date, provide the Training Facility License for the Alternate Training Site and obtain the Approvals for Raiders at no cost to Raiders to construct the Permanent Training Facility at the Alternate Training Site. Thereafter, Raiders shall move to the Permanent Training Facility at the Primary Training Site or the Alternate Training Site, as the case may be, as soon as reasonably possible following construction of the Permanent Training Facility. East Bay Entities shall pay Raiders for actual damages and provable consequential damages to the extent caused by any delays in obtaining Approvals required under this Section 7.1 (except to the extent such delays were caused by Raiders' failure to cooperate under Section 7.1(a)). Raiders shall be responsible for all costs of ownership, construction, operation, maintenance and repair of the Permanent Training Facility and the Primary Training Site or the Alternate Training Site, as the case may be, except that East Bay Entities shall pay any tax (other than any Excluded Taxes) imposed on the ownership or use by Raiders of the Permanent Training Facility, the Primary Training Site or the Alternate Training Site.

(d) Access and Utilities. East Bay Entities will provide all necessary road access to the Primary Training Site, or the Alternate Training Site, as the case may be, and utilities stubbed at least one foot inside the building site for construction of the Permanent Training Facility.

(e) Termination. Upon termination of this Master Agreement pursuant to the terms hereof or upon termination of the Operating License, all rights of Raiders to the Permanent Training Facility and the Training Site shall terminate automatically and vest in East Bay Entities or their successors entitled thereto without further action by any party. Raiders shall execute all documents reasonably necessary or appropriate to evidence such transfer of rights to the party entitled

thereto. Upon termination of this Master Agreement pursuant to the terms hereof, Raiders shall assign to East Bay Entities and East Bay Entities shall accept the assignment of and shall assume full responsibility for all of Raiders' rights, prospective obligations, and permitted obligations previously incurred for which loan advances have not been made by East Bay Entities, under all contracts for the design and construction of the Permanent Training Facility.

Amended  
Supp § 2(c)

7.2 Hall of Fame

(a) Approvals. In accordance with the provisions of Section 7.2(c) below, East Bay Entities will apply for and obtain within 180 days after receipt of the information from Raiders necessary to make such application (unless an environmental impact report is necessary, in which case such period will be extended by the time needed to prepare and process such report), in the name of Raiders at no cost to Raiders, the Approvals for the Hall of Fame. Raiders shall cooperate fully with East Bay Entities in the processing of such Approvals and shall make reasonably available a representative of Raiders to assist in such processing and to attend any public and/or private meetings with East Bay Entities or applicable government agencies or their staff, as and when required; provided, however, that Raiders shall not be responsible for any of East Bay Entities' costs associated with such processing.

(b) Hall of Fame License. East Bay Entities will execute a license to construct the Hall of Fame and to use the Hall of Fame site (the "Hall of Fame License"), at no cost to Raiders, as soon as the Approvals for the Hall of Fame are obtained. The lease or license shall have a term of not less than thirty (30) years. Upon expiration of the Hall of Fame License, ownership of the Hall of Fame and the right to use and occupy the Hall of Fame site shall vest automatically in East Bay Entities or their successors entitled thereto without further action by any party. Raiders shall execute all documents reasonably necessary or appropriate to evidence such transfer.

(c) Description. The Hall of Fame site shall be located at the flood control site at the OACC Complex hereto unless East Bay Entities are unable to obtain the Approvals specified in Section 7.2(a) hereof for such location after reasonable efforts to do so, in which case the Hall of Fame site shall be located either in the parking area of the OACC Complex or, if East Bay Entities are unable to obtain the Approvals specified in Section 7.2(a) hereof for the Hall of Fame in the parking area after reasonable efforts to do so, then at a site acceptable to Raiders within one (1) mile of the OACC Complex, which site will be at least five (5) acres in size, including areas to be used for parking, and shall be visible from the Nimitz Freeway. East Bay Entities will provide (i) pedestrian access to the site, including a pedestrian overpass, if

necessary, at a cost not to exceed Five Hundred Thousand Dollars (\$500,000); (ii) all permits for the construction of necessary road access; and (iii) utilities stubbed at least one foot inside the building site for the construction of the Hall of Fame.

(d) Costs of Ownership. Raiders shall be responsible for all costs of ownership, construction, operation, maintenance and repair of the Hall of Fame facility and site, except that East Bay Entities shall pay any taxes (other than any Excluded Taxes) imposed on the right of Raiders to own or occupy the Hall of Fame or the Hall of Fame site. Raiders will commence construction within twenty-four (24) months after the later of (i) the First Football Event, (ii) the provision of the Approvals for the Hall of Fame, and (iii) the execution of the Hall of Fame License described in Section 7.2(b) hereof, and will complete construction within a reasonable period thereafter. Raiders shall design and control the Hall of Fame.

(e) Affiliation of Other Licensees. Raiders shall discuss terms and conditions for the affiliation of the Athletics and the Warriors in the Hall of Fame. Any agreement which may be entered into for this purpose shall be on terms wholly acceptable to Raiders in its sole discretion; provided, however, Raiders shall not under any circumstance be obligated to enter into such an agreement. The Athletics, the Warriors and any other current or future licensees or users of the OACC Stadium are not intended to be third party beneficiaries of this Section 7.2(e).

(f) Hall of Fame Revenues. At all times that Raiders owns and operates the Hall of Fame, Raiders shall be entitled to receive and retain all revenues generated from the operation of the Hall of Fame, including, but not limited to, fees for admission, receipts from the sale of merchandise, food and beverages, advertising, promotional considerations, sponsorship and co-sponsorship revenues, and participation contributions by third parties. Raiders shall be entitled to permit visitors to the Hall of Fame to park in the OACC Complex parking lot in locations determined by Raiders during any time that (i) the Hall of Fame is open to the public, and (ii) is not later than four hours prior to nor earlier than two hours after any scheduled event at the OACC Complex. Raiders shall be entitled to receive all revenues associated from such parking by visitors to the Hall of Fame, except that all revenues from parking in any Additional Parking Capacity shall be subject to the provisions of Section 5.3 of the Operating License, and all revenues from parking by visitors to the Hall of Fame on the same day as any Football Event at the OACC Stadium shall be subject to the provisions of Section 3.1(C) of the Loan Agreement. On the date of each Football Event at the OACC Stadium, Raiders shall also be entitled to permit visitors to the Hall of Fame to park in the OACC Complex (whether or not the visitors have Football Tickets), but any net parking revenues therefrom shall be considered part of Football Parking Net Revenues.

(g) Termination. If, prior to the expiration of the Hall of Fame License, this Master Agreement terminates for any reason, East Bay Entities shall have the option to purchase the Hall of Fame facility and the license of the property upon which the Hall of Fame facility is constructed for the sum of five million dollars (\$5,000,000), payable in cash. Notwithstanding the foregoing, the Hall of Fame License shall terminate automatically upon the termination of this Master Agreement pursuant to Section 8.1(d)(iii) or Section 8.1(d)(iv), and ownership of the Hall of Fame facility, in its condition or state of construction as of the date of such termination, and the right to use and occupy the Hall of Fame site, shall vest automatically in East Bay Entities or their successors entitled thereto without any payment to Raiders or any further action by any party. Raiders shall execute all documents necessary or desirable to evidence such transfer. Raiders shall assign to East Bay Entities and East Bay Entities shall accept the assignment of and shall assume full responsibility for all of Raiders' rights and prospective obligations previously incurred under all contracts for the design and construction of the Hall of Fame. It is understood and agreed that in the event of any such assignment, whether pursuant to the exercise of the foregoing option or upon the automatic termination of the Hall of Fame License, East Bay Entities shall not have or acquire any right to use the name "Raiders" or any other mark, name or logo belonging to Raiders or NFL Properties, Inc.

## 8. TERMINATION

### 8.1 Right to Terminate

(a) Limitation on Rights to Terminate or Rescind. This Article 8 establishes the exclusive rights of East Bay Entities on the one hand, and Raiders on the other, to terminate or rescind any of the Agreements. Except as provided in this Article 8, neither East Bay Entities nor Raiders shall have the right to rescind or terminate any of the Agreements, it being the intention of the parties hereto that except as so provided herein, the parties shall be limited to damages or equitable relief in the event of a breach of any obligation under any of the Agreements by the other party or parties hereto. In those circumstances in which this Article 8 provides either East Bay Entities or Raiders the right to terminate or rescind the Agreements, the party claiming breach may irrevocably elect to forego the right to terminate or rescind the Agreements and in lieu thereof to sue for legal or equitable relief other than termination or rescission, in which case the party claiming breach shall not be required to submit the matter to Pretermination Alternative Dispute Resolution where such submission is otherwise required by the terms of this Article 8. Further, except as provided in this Article 8 with respect to a party's right to terminate or rescind hereunder or as specifically provided in the Related Agreements, no party hereto

has anywhere in the Agreements waived or agreed to forego any remedies available at law or in equity, and except as so provided, resort to all such remedies shall continue to be available to the parties hereto.

(b) Pretermination Alternative Dispute Resolution.

In the event that either East Bay Entities or Raiders desire to terminate this Master Agreement in circumstances requiring that the dispute be first submitted to Pretermination Alternative Dispute Resolution, the party desiring to terminate shall give written notice to the other party of its intent to submit the issue to Pretermination Alternative Dispute Resolution pursuant to this Article 8. The Pretermination Alternative Dispute Resolution shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators selected from the panels of arbitrators of the American Arbitration Association. Raiders, on the one hand, and East Bay Entities, on the other hand, shall each bear one-half of the costs and expenses of the arbitration, excluding their own costs and expenses, which each party shall bear itself. The decision of the panel shall be binding and conclusive (subject to confirmation pursuant to California Code of Civil Procedure Section 1285 et seq.) for purposes of applying the provisions of this Article 8 and shall not be subject to appeal, but unless the parties stipulate in writing to the contrary, such decision shall not be binding or conclusive in any subsequent proceeding which may be maintained by a party for damages or equitable relief. As used in this Master Agreement, "Pretermination Alternative Dispute Resolution" shall mean the proceeding described in this Section 8.1(b).

(c) Termination by Mutual Agreement. This Master Agreement may be terminated upon written agreement of the parties hereto.

(d) Termination by East Bay Entities. East Bay Entities may terminate this Master Agreement by written notice to Raiders:

(i) Subject to Section 8.4 hereof, if performance by East Bay Entities of their obligations under any of the Agreements is not reasonably possible as a result of governmental action including, but not limited to, legislation or any order of court in any proceeding, and such action has been actively contested by East Bay Entities.

(ii) In the event that (A) there is damage to or destruction of the OACC Stadium such that Raiders cannot reasonably use the OACC Stadium for Football Events, or (B) all or any part of the OACC Complex is taken for a public or quasi-public use through the exercise of the right of eminent domain or is transferred as a result of the threat of the exercise of the right of eminent domain, and as a result thereof Raiders cannot

reasonably use the OACC Stadium for Football Events, and in either case, East Bay Entities determine not to restore or replace the OACC Stadium or the OACC Complex.

(iii) Thirty (30) days following the date of written notice to Raiders by East Bay Entities, without a cure having been effected by Raiders during such period, if Raiders has failed to play, after the Effective Date and on or before October 1, 1995, at least one (1) Football Event at the OACC Stadium; provided, however, that this Section 8.1(d)(iii) shall not apply if such failure results because Raiders has been enjoined by a court of competent jurisdiction or prohibited by valid legislation from commencing or continuing such play at the OACC Stadium and for so long as such prohibition is being actively contested by Raiders.

(iv) If Raiders is in breach of any obligation under any of the Agreements which breach has a material adverse effect on East Bay Entities' ability to realize their projected revenues under the Marketing Strategy, provided that East Bay Entities shall not have the right to terminate this Master Agreement pursuant to this Section 8.1(d)(iv) unless (A) East Bay Entities shall first have submitted its claim to Pretermination Alternative Dispute Resolution pursuant to Section 8.1(b) hereof, (B) the panel shall have found that such breach has occurred and that the breach has such material adverse effect, and (C) Raiders shall have failed to cure such breach within the time specified by the panel for cure.

(e) Termination by Raiders. Raiders may terminate this Master Agreement by written notice to East Bay Entities:

(i) Subject to Section 8.4 hereof, if performance by Raiders of its obligation to commence playing its Football Events at the OACC Stadium on or prior to the date of its first Football Event for the 1995 Football Season is not reasonably possible as a result of governmental action including, but not limited to, legislation or any order of court in any proceeding, provided that such governmental action is not based upon the existence of an alleged contractual obligation of Raiders to play Football Events at a location other than the OACC Stadium.

(ii) In the event that (A) there is damage to or destruction of the OACC Stadium such that Raiders cannot reasonably use the OACC Stadium for Football Events, or (B) all or any part of the OACC Complex is taken for a public or quasi-public use through the exercise of the right of eminent domain or is transferred as a result of the threat of the exercise of the right of eminent domain, and as a result thereof Raiders cannot reasonably use the OACC Stadium for Football Events, and in either case, (X) East Bay Entities notifies Raiders that they have determined not to restore or replace the OACC Stadium or the

OACC Complex, or (Y) East Bay Entities notifies Raiders that restoration or replacement of the OACC Stadium or the OACC Complex to a condition permitting use for Football Events cannot be completed by the commencement of the third Football Season (counting a partial season as a Football Season) after the date of the damage or taking, as the case may be, or (Z) if such restoration or replacement cannot reasonably be expected to be completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of damage or taking, as the case may be.

(iii) If there shall be a change in law or governmental regulation or in the interpretation thereof, and as a result thereof the OACC Stadium will not be available for Football Events for a period ending after the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the effective date of the application of such law or regulation to the OACC Stadium.

(iv) Thirty (30) days following the date of written notice to East Bay Entities by Raiders, without a cure having been effected by East Bay Entities during such period, if East Bay Entities fail (A) generally to make available the facility for loan advances pursuant to the Loan Agreement; (B) to pay or cause to be paid or advanced to Raiders within the time specified by any of the Agreements (1) any Operations Loan advance, (2) any Training Facility Advance, or (3) any funds remaining in the Training Facility Project Loan upon the Completion Date of the Training Facility Project, as the case may be; or (C) to deposit or cause to be deposited to Revenue Trustee the funds required to be deposited by East Bay Entities or, to the extent controlled by East Bay Entities, by the Marketing Association, and disbursed to Raiders, as described in Section 6.2 of this Master Agreement and/or applicable provisions of the Revenue Trust Agreement; except to the extent such failure is excused by the terms of any of the Agreements.

(v) If East Bay Entities shall fail to pay or advance amounts to Raiders required to be paid or advanced under the terms of any of the Agreements, other than the amounts described in Section 8.1(e)(iv) hereof, provided that (A) Raiders shall first have submitted its claim to Pretermination Alternative Dispute Resolution pursuant to Section 8.1(b) hereof, (B) the panel shall have determined an amount to be due, and (C) East Bay Entities shall have failed to pay or advance such amount within the time specified by the panel.

(vi) If East Bay Entities shall wilfully close the OACC Stadium to Raiders for any regularly scheduled Football Event, except to the extent permitted by the terms of any of the Agreements.

(vii) If East Bay Entities shall have breached any obligation under any of the Agreements (except for breaches otherwise providing a basis for termination pursuant to this Section 8.1(e)) including, but not limited to, the obligation of East Bay Entities to maintain and repair the OACC Stadium, to provide parking for Football Events and to provide Raiders certain priorities as to other licensees of the OACC Complex in scheduling use of the OACC Stadium as provided in the Operating License, or with respect to the pricing of Seat Rights or Football Tickets, which breach has a material adverse effect on the terms and conditions of the Agreements, taken as a whole, under which Raiders is entitled to play Football Events at the OACC Stadium, to construct or use the Permanent Training Facility, or to have spectators view Football Events in safety and comfort, provided that Raiders shall not have the right to terminate this Master Agreement pursuant to this Section 8.1(e)(vii) unless Raiders shall first have submitted its claim to Pretermination Alternative Dispute Resolution pursuant to Section 8.1(b) hereof, the panel shall have found that such breach has occurred and that the breach has such material adverse effect, and East Bay Entities shall have failed to cure such breach within the time specified by the panel for cure.

(viii) Raiders may elect to terminate the Master Agreement and the Operating License by delivery of written notice to East Bay Entities of its intention to terminate not later than ninety (90) days after the conclusion of the World Championship Game for the preceding Football Season and upon payment of the termination fee prescribed by Section 8.2(c) hereof, following a period of sixteen (16) consecutive Football Seasons commencing with the 1995 Football Season.

(f) Termination at End of License Term. If not previously terminated, this Master Agreement shall terminate at the end of the term of the Operating License.

## 8.2 Advances and Termination Fees

(a) Voluntary Termination. If this Master Agreement is terminated pursuant to Section 8.1(c) hereof, the parties shall specify in their written agreement the extent of Raiders' obligation to repay amounts advanced under the Loan Agreement, if any, and the terms for such repayment.

(b) Repayment. If this Master Agreement is otherwise terminated, Raiders shall not be obligated to repay the unpaid balance (principal and interest) under the Loan Agreement except as provided therein; provided, however, that nothing in this Section 8.2(b) shall in any way impair any right or remedy available to East Bay Entities under any of the Agreements or under law or equity including, without limitation, any right to specific performance or to recover damages for breach of contract.



(c) Termination Fees. Raiders shall pay the following termination fee on termination of the Operating License pursuant to Section 8.1(e)(viii) hereof:

(i) after a period of sixteen (16) Football Seasons commencing with the 1995 Football Season but before the nineteenth (19th) such Football Season, five hundred thousand dollars (\$500,000);

(ii) after a period of nineteen (19) Football Seasons commencing with the 1995 Football Season but before the twenty-first (21st) such Football Season, two hundred fifty thousand dollars (\$250,000); or

(iii) after a period of twenty-one (21) Football Seasons commencing with the 1995 Football Season, one hundred thousand dollars (\$100,000).

The termination fee shall be paid to East Bay Entities by Raiders in cash on the later of the date of delivery of the termination notice or sixty (60) days following the last scheduled Football Event played by Raiders at the OACC Stadium.

(d) No Additional Termination Fees. Except as provided in Section 8.2(c) hereof, Raiders shall not be obligated to pay any termination fee on termination of this Master Agreement.

8.3 Effect of Termination of Master Agreement. Notwithstanding any provision in any Related Agreement to the contrary, upon termination of this Master Agreement pursuant to the terms hereof:

(a) Survival of Certain Agreements. The indemnity and contribution agreements of East Bay Entities and Raiders contained in Sections 5.10 and 9.1(b) of this Master Agreement shall remain operative and in full force and effect regardless of any termination of this Master Agreement. Except as provided in the preceding sentence, upon termination of this Master Agreement, neither East Bay Entities nor Raiders shall have any claim against the other under this Master Agreement except with respect to a breach occurring prior to termination.

(b) Effect on Operating and Training Facility Licenses. The Operating License and the Training Facility License shall terminate and be of no further force and effect, except with regard to any provision in either of such licenses that (i) by its terms survives termination of such license, or (ii) relates to the rights or obligations of the parties thereto in the event of termination; and

(c) Effect on Other Agreements. Each of the Loan Agreement, the Hall of Fame License, the Revenue Trust Agreement,

the Marketing Agreement and the OACC Stadium Agreement shall continue in full force and effect until terminated in accordance with its respective terms.

8.4 Performance. It is understood and agreed that performance will be considered not to be reasonably possible for purposes of Section 8.1(d)(i) and Section 8.1(e)(i) only after the parties hereto have exercised their respective best efforts and good faith in attempting to overcome legal or other obstacles to performance hereunder. For purposes of Section 8.1(d)(i) only, litigation, governmental action or legislation which may result in performance hereunder not being reasonably possible shall not include litigation, governmental action or legislation of, or, in any way promoted, aided, or abetted by, any of East Bay Entities or any of their affiliates (it being understood that a resident of the City or County is not an affiliate of an East Bay Entity solely by virtue of its taxpayer status) or litigation in any way promoted, aided or abetted by Raiders or any of its affiliates.

## 9. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS

### 9.1 Representations, Warranties and Indemnification by Raiders

(a) Representations and Warranties. Raiders hereby warrants and represents that to the best of its knowledge:

(i) It is the sole owner of the NFL franchise heretofore known as "Los Angeles Raiders";

(ii) The execution, performance, and delivery of the Agreements, and any actions contemplated therein have been duly authorized by all necessary partnership action of Raiders and corporate action of Raiders' general partner;

(iii) The Agreements have been duly executed and delivered by Raiders and constitute the legal, valid and binding obligation of Raiders enforceable against Raiders in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar laws relating to creditors' rights and to equitable principles which may affect the availability of specific performance, injunction and other forms of equitable relief;

(iv) Raiders has not executed and delivered any document, instrument or agreement or otherwise entered into any understanding with respect to the location at which it is obligated to play Football Events during the term contemplated hereby, and, except for litigation commenced or threatened by certain persons claiming rights to tickets or other rights as a consumer or potential holder of past or future tickets to Raiders' football games which litigation has been disclosed in

writing by Raiders to Coliseum prior to the Effective Date, there is no presently pending litigation with which Raiders has been served with process or received other direct notice and which challenges or restrains any of the actions required to be taken by Raiders under the Agreements or the consummation of any further agreements or actions by Raiders contemplated herein; as used in this Section 9.1(a)(iv), the "term contemplated herein" shall mean the term commencing with the 1995 Football Season.

(v) Raiders is not obligated by the terms of any agreement or understanding with any third party obligating it to play Football Events in any location other than the OACC Stadium during the term contemplated herein; as used in this Section 9.1(a)(v), the "term contemplated herein" shall mean the term commencing with the 1995 Football Season.

(vi) Raiders is knowledgeable in the field of football facilities and, at all times throughout the term of this Master Agreement, shall perform its obligations under the Agreements in a prompt, diligent and expeditious manner, exercising a reasonable degree of skill and expertise in each field of specialization encompassed within its obligations sufficient to complete the work required, and shall maintain an adequate staff of capable personnel;

(vii) Raiders' execution, performance or delivery of the Agreements, the representations and warranties contained herein and therein of Raiders and any agreement or action of Raiders contemplated by the Agreements, will not be inconsistent with any law, rule or regulation of any governmental entity as presently interpreted by appropriate judicial or regulatory authority to which Raiders is subject or pursuant to which Raiders is presently obligated or bound, or order of any court to which Raiders is subject or pursuant to which Raiders is presently obligated or bound, and will not constitute a breach of any agreement or understanding with any vendor, concessionaire, similar service provider or contractor to which Raiders is a party or by which Raiders has agreed to be bound;

(viii) Each of the individuals who execute the Agreements on behalf of Raiders represents and warrants that such individual has the required partnership and/or corporate authority to do so, and that the Agreements are valid and binding obligations of Raiders.

(b) Indemnification and Contribution

(i) Raiders hereby agrees to indemnify East Bay Entities and their officers, directors, employees, agents and representatives against, and agrees to hold each of them harmless from, any Covered Amount. Any person entitled to indemnification or contribution hereunder shall give prompt written notice to Raiders of any claim with respect to which such person may be

entitled to indemnity or contribution hereunder stating the nature and basis of the claim and the amount thereof, to the extent known, and, unless in the reasonable judgment of such indemnified party a conflict of interest may exist between such indemnified party and Raiders with respect to such claim, the indemnified party shall permit Raiders to assume the defense of such claim with counsel reasonably satisfactory to such indemnified party. Should Raiders assume the defense of any such claim, Raiders shall not be responsible for the legal fees and expenses of counsel independently retained by an indemnified party after Raiders' assumption of such defense and Raiders may effect any settlement of such claim without the consent of the indemnified party if Raiders has paid, or made adequate provision for the payment of, the full amount of such settlement at the time thereof. If Raiders is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the fees and expenses of more than one counsel with respect to such claims, unless in the reasonable judgment of counsel to such indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which event Raiders shall be obligated to pay the fees and expenses of such additional counsel or counsels. Raiders will not be subject to any liability for any settlement made without its consent, which consent shall not be unreasonably withheld or delayed. The failure of any indemnified party to provide the notice required by this Section 9.1(b)(i) shall not constitute a waiver of any right to indemnification hereunder except to the extent such failure prejudices Raiders' right or ability effectively to defend such claim.

(ii) If the indemnification provided for in this Section 9.1(b) in respect of any Covered Amount (including, without limitation, any Covered Amount relating or arising out of a Covered Dispute in which a breach of the representation and warranty contained in Section 9.1(a)(v) to the effect that Raiders is not obligated by the terms of any agreement or understanding with any third party obligating it to play Football Events in any location other than the OACC Stadium during the term contemplated herein) is prohibited by law, whether by judicial interpretation or statutory or regulatory provision, then Raiders, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Covered Amounts in such proportion that (A) Raiders shall pay ninety-nine and nine tenths percent (99.9%) of such Covered Amounts and the East Bay Entities one tenth of one percent (0.1%) of such Covered Amounts, or (B) alternatively, if such proportion is not permitted by law, each of East Bay Entities and Raiders shall pay an amount that is just and reasonable under the circumstances. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 9.1(b) were determined by pro-rata allocation or by any other method of allocation which does not take account of the foregoing agreement.

(iii) The rights of East Bay Entities under this Section 9.1(b) shall be in addition to, and shall not be exclusive of, any other rights provided under the Agreements and any other rights or remedies at law or in equity which may accrue to East Bay Entities.

9.2 Representations and Warranties by East Bay Entities. East Bay Entities hereby represent and warrant that, to the best of their knowledge:

(a) Due Authorization. The execution, performance, and delivery of the Agreements, and any agreements or actions contemplated therein have been duly authorized by all necessary action by East Bay Entities;

(b) Execution and Delivery. The Agreements have been duly executed and delivered by East Bay Entities that are parties thereto and constitute the legal, valid and binding obligations of East Bay Entities that are parties thereto, enforceable against such East Bay Entities in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar laws relating to creditors' rights and to equitable principles which may affect the availability of specific performance, injunction and other forms of equitable relief;

(c) No Violation. East Bay Entities' execution, performance or delivery of the Agreements, the representations and warranties contained therein and any agreement or action of East Bay Entities contemplated by the Agreements will not constitute a breach, or be inconsistent with any law, rule or regulation as presently interpreted or the provisions of any contract, agreement, obligation, representation, warranty, or order of any court pursuant to which any of East Bay Entities are presently bound or under which they are presently obligated; and

(d) Valid and Binding Obligations. Each of the individuals who execute the Agreements on behalf of East Bay Entities represent and warrant that they have the required authority to do so, and that the Agreements are valid and binding obligations of the East Bay Entities on whose behalf they execute the respective Agreements.

9.3 Compliance of Other Entities. City and County hereby covenant and agree to take all steps necessary to ensure that each of Coliseum, Financing, JPA, any entity or entities as they may form to carry out their obligations under the Agreements, and any successor or successors thereto, shall perform its respective obligations under this Agreement and the Related Agreements.

9.4 Best Knowledge of Parties. All representations and warranties made by any party hereto that are stated to be to the best of such party's knowledge shall mean that such party does

not believe that any such representation and/or warranty is incorrect and, in the case of a representation and/or warranty involving legal matters, such representation and/or warranty is made after consultation with legal counsel.

## 10. MISCELLANEOUS

10.1 Raiders Advertising Revenues. Raiders shall be entitled to share in (i) the revenues, after deduction of all expenses and costs allocable to the sources thereof, from advertising during Football Events in the areas designated as "Stadium Club Lounges" in the Marketing Strategy (the "Club Advertising Net Revenue"), and (ii) share in revenues, after deduction of all expenses and costs allocable to the sources thereof, from advertising at the OACC Stadium other than Club Advertising Net Revenue (the "Nonclub Advertising Net Revenue"). Raiders' shares of Club Advertising Net Revenue and Nonclub Advertising Net Revenue as described in this Section 10.1 is collectively referred to as "Raiders' Advertising Revenue." All Club Advertising Net Revenue shall be paid to Raiders. As to Nonclub Advertising Revenue, (i) so long as the Athletics plays baseball at the OACC Stadium, up to \$3.5 million of all annual Nonclub Advertising Revenues (irrespective of the nature of the event) shall be paid to Coliseum, with such \$3.5 million amount increased annually by an amount by which \$1 million would increase at the rate of six percent (6%) per annum, (ii) then the next \$500,000 of such revenues shall be paid to Coliseum, (iii) then the next \$500,000 of such revenues shall be paid to Raiders, and (iv) then the remainder shall be paid to Coliseum. If the Athletics cease playing baseball at the OACC Stadium, then all such Nonclub Advertising Revenues shall be shared equally by Raiders and Coliseum. The parties understand that the foregoing advertising revenues are limited to revenues from advertising in the interior of the OACC Stadium, shall include revenues from advertising affixed to the exterior of the OACC Stadium only if Coliseum in its discretion elects to sell such exterior advertising, and shall in no event include advertising or signage at the OACC arena or other properties beyond the physical boundary or air space of the improvements which from time to time comprise the OACC Stadium.

*Amended  
Supp § 26f*

## 10.2 Waivers and Allocations of Liability

(a) Liabilities of East Bay Entities. All liabilities under the Agreements and under all documents contemplated thereby on the part of East Bay Entities are solely liabilities of East Bay Entities as respectively stated in the Agreements, and Raiders hereby releases each and every officer, agent, employee, consultant and member of the governing boards of East Bay Entities from any personal or individual liability under the Agreements and under all documents contemplated thereby.

(b) Liabilities of Raiders. All liabilities under the Agreements and under all documents contemplated thereby on the part of Raiders are solely partnership liabilities of Raiders and East Bay Entities hereby release each and every officer, agent, employee, consultant, and general and limited partner, and the officers, agents, employees and past, present or future shareholders of such general or limited partner of Raiders (collectively, the "Released Persons") from any personal or individual liability under the Agreements and under all documents contemplated thereby, notwithstanding the general principle of the personal liability of general partners of limited partnerships for the obligations and liabilities of a limited partnership.

(c) Nothing contained in Section 10.2(a) or (b) hereof shall (i) be, or be deemed to be, a release or impairment of said liabilities or any part thereof or of any instrument or agreement securing the obligations of any released person, or (ii) otherwise limit or prejudice in any way the right to enforce any other rights or remedies under any of the Agreements against a party in breach of its obligations under any of the Agreements; nor shall such limitation of liability apply to a transferee of a fraudulent transfer or conveyance. If Raiders shall commence a voluntary case, or shall have commenced against it an involuntary case under the federal bankruptcy code or shall otherwise seek protection under any provision of any federal or state bankruptcy or insolvency law, the claims against Raiders, to the extent unsecured, shall be general unsecured claims against Raiders, but under no circumstances, against the general partner of Raiders, its officers, directors or shareholders, or the assets of such persons. East Bay Entities hereby agree that, except to the extent security from or recourse to a third party is expressly provided for pursuant to the terms of any of the Agreements, the assets of Raiders shall be the sole and exclusive source of recovery against Raiders, when such recovery is permitted, on any obligation or liability incurred pursuant to the Agreements.

10.3 Recovery of Expenses. If any party to any of the Agreements shall institute any legal action or proceeding to enforce, protect or establish any right or remedy arising out of any of the Agreements, including any proceeding based upon a breach of any representation or warranty, the prevailing party or parties shall be entitled to recover from the other party or parties all expenses of litigation, including reasonable attorneys' fees and costs incurred in such action or proceeding, and any such expenses and costs of any appeals taken from such action or proceeding.

10.4 Successors. Except as provided in Article 15 of the Operating License, none of the parties hereto shall assign or transfer any or all of its interests in this Master Agreement without prior written consent of all other parties, which consent will not be unreasonably withheld or delayed; provided, however,

that no consent shall be required for the assignment of rights or obligations under any of the Agreements by any or all of the East Bay Entities to one or more East Bay Entities or to one or more successors thereto which constitute agencies or instrumentalities of the City and/or County, provided East Bay Entities remain liable with respect to their obligations hereunder. Subject to the foregoing, this Master Agreement shall bind and inure to the benefit of the parties and their successors, assigns and legal representatives.

10.5 No Partnership or Joint Venture. The transactions contemplated by the Agreements shall not constitute or be deemed to constitute a partnership or joint venture among any of the parties hereto or thereto. Each party to this Master Agreement shall be responsible for the income and other governmental tax obligations, if any, arising from the transactions contemplated hereunder, and no party shall be deemed to have made any express or implied representation or warranty to any other party concerning any such matters.

10.6 Notices. Unless otherwise provided in any Related Agreement, all notices, requests, demands, consents, approvals and other communications required or permitted to be given or delivered under the Agreements shall be in writing and shall be considered given and received either (a) when delivered in person to the recipient as named below, (b) on the first business day after deposit in a sealed envelope, delivery prepaid, addressed to the party, with Federal Express or similar courier service guaranteeing overnight delivery, (c) on the fifth day after deposit in the United States Postal Service in a sealed envelope, either registered or certified mail, return receipt requested, postage prepaid, addressed to the party, or (d) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the party at the following address:

Raiders: ~~Los Angeles Raiders~~  
332 Center Street  
El Segundo, CA 90245  
Attention: Amy Trask

*Amended Supp 52(u)*

East Bay Entities or to the City,  
County or Coliseum individually:

City: City of Oakland  
City Hall  
One City Hall Plaza  
Oakland, CA 94612  
Attention: City Manager

County: County of Alameda  
1221 Oak Street  
Oakland, CA 94612  
Attention: Chief Administration Officer



Coliseum: Oakland-Alameda County Coliseum, Inc.  
7000 Coliseum Way  
Oakland, CA 94621  
Attention: President

Financing: Oakland-Alameda County Financing  
Corporation  
City of Oakland  
City Hall  
One City Hall Plaza  
Oakland, CA 94612  
Attention: City Manager

JPA: ~~Oakland-Alameda County Coliseum Authority  
City of Oakland  
City Hall  
One City Hall Plaza  
Oakland, CA 94612  
Attention: City Manager~~

*Amended  
Supp § 2(u)*

The addresses set out above may be changed from time to time by written notice in compliance with this section.

10.7 Governing Law. The Agreements shall be governed by, interpreted and construed in accordance with the laws of the State of California.

10.8 Exhibits. All exhibits attached to this Master Agreement are hereby incorporated by this reference.

10.9 Integration; Modification. The Agreements, together with their exhibits, constitute the sole and entire agreement between East Bay Entities and Raiders with respect to the matters respectively contemplated thereby, and no prior agreements or understandings between East Bay Entities and Raiders pertaining to such matters shall be effective for any purpose. No alteration, amendment or modification of any of the Agreements shall be valid unless by an instrument in writing executed by each party hereto with the same formality as such Agreement. None of the Agreements or any provision thereof can be changed, modified or abandoned, in whole or in part, except by instrument in writing, and no subsequent oral agreement shall have any validity.

10.10 Equitable Relief. The parties hereto agree that the subject matter of the Agreements involves unique services and facilities and that a breach of any material covenant or obligation thereunder cannot be reasonably or adequately compensated for in damages at law, and a breach of said covenant or obligation will cause great and irreparable injury and damage. In addition to all other remedies which may be available at law or in equity, the injured party shall be entitled to injunctive relief and other equitable relief to enforce such covenants or

obligations including, without limitation, the remedy of specific performance.

10.11 Headings. The captions or paragraph headings used in the Agreements are for convenience only and are not a part of any of the Agreements. The same shall not be referred to in construing or interpreting any of the Agreements.

10.12 No Third-Party Beneficiaries. Except where specifically stated otherwise in the Agreements, none of the Agreements is intended to create any rights or claims whatsoever enforceable by any person or entity other than the parties to such Agreement or any East Bay Entity. Each of East Bay Entities is expressly intended to be a third-party beneficiary of each of the Agreements.

10.13 Athletic Facilities Warning. California Civil Code Section 1812.97 provides as follows:

WARNING: USE OF STEROIDS TO INCREASE STRENGTH OR GROWTH CAN CAUSE SERIOUS HEALTH PROBLEMS. STEROIDS CAN KEEP TEENAGERS FROM GROWING TO THEIR FULL HEIGHT; THEY CAN ALSO CAUSE HEART DISEASE, STROKE AND DAMAGED LIVER FUNCTION. MEN AND WOMEN USING STEROIDS MAY DEVELOP FERTILITY PROBLEMS, PERSONALITY CHANGES, AND ACNE. MEN CAN ALSO EXPERIENCE PREMATURE BALDING AND DEVELOPMENT OF BREAST TISSUE. THESE HEALTH HAZARDS ARE IN ADDITION TO THE CIVIL AND CRIMINAL PENALTIES FOR UNAUTHORIZED SALE, USE OR EXCHANGE OF ANABOLIC STEROIDS.

10.14 Prohibited Use of Raiders' Intellectual Property. Except as expressly authorized in writing by Raiders, none of East Bay Entities shall use any trademark, service mark, logo, trade name, copyrighted or copyrightable material, art work or symbols related to the foregoing, or other intellectual property which is owned from time to time by Raiders, ~~provided that~~ Raiders shall not unreasonably withhold its consent to use of the foregoing intellectual property of Raiders which use is in accordance with marketing activities approved by the Marketing Association and which will not impair Raiders' ownership and ~~other~~ rights in such property.

*Amended  
Supp §  
2(w)*

*New Section 10.16 added Supp § 2(w)*

*New Section 10.17 added Supp § 2(x)*

OAKLAND-ALAMEDA COUNTY COLISEUM  
FINANCING CORPORATION

8/7, 1995

By *Susan Emmons*  
President

8/7, 1995

By *Celia Floyd*  
Secretary

OAKLAND-ALAMEDA COUNTY COLISEUM  
AUTHORITY

8/7, 1995

By *Susan Emmons*  
Chair

Aug 4, 1995

By *Dolores E. Blanchard*  
Secretary

LOS ANGELES RAIDERS  
a California Limited Partnership

AUG 7, 1995

By A.D. Football, Inc.  
a California corporation,  
its General Partner

By *Ch. Lewis*  
President

Section (A) of Supp. No. 2 Adds additional definitions of

• "Club Dues"

• "Football Event Advertising Agreement"

• "Public Benefit Charge"

EXHIBIT A • "Raiders Concession Cap"

• "Stadium Club Area"

DEFINITIONAL ANNEX

• "Supplement Effective Date"

1.1 As used herein, the following terms shall have the following meanings unless the context clearly indicates otherwise (terms defined in the singular to have the same meanings when used in the plural and vice versa):

"AAA" shall mean the American Arbitration Association.

"Access Area" shall have the meaning ascribed in Section 5.4 of the Operating License.

"Act of Insolvency" shall mean: (i) if Raiders shall admit in writing its inability to pay its debts as they mature; (ii) if Raiders shall made an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors; (iii) if Raiders shall give notice to any governmental body of insolvency or pending insolvency, or suspension or pending suspension of operations; (iv) if Raiders shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent; (v) if Raiders shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief for itself under any present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief of debtors; (vi) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Raiders seeking any relief described in the preceding clause and (v)(A) Raiders acquiesces in the entry of such order, judgment or decree (the term "acquiesce" as used in this definition shall include, without limitation, Raiders' failure to file a petition or motion to vacate or discharge any order, judgment or decree within thirty (30) days after entry of such order, judgment or decree), or (B) such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days from the date of initial entry thereof; (vii) if Raiders shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of Raiders or all or any substantial part of Raiders' properties or its interest in any of the Agreements; or (viii) if Raiders' rights under any of the Agreements shall be levied upon under any attachment or execution and such attachment or execution shall remain unvacated and unstayed for an aggregate of thirty (30) days from the initial date of such levy.

"Additional Parking Capacity" shall have the meaning ascribed in Section 5.3 of the Operating License.

"Agreements" shall mean, individually or collectively, the Master Agreement, the Operating License, the Loan Agreement, the Marketing Agreement, the Revenue Trust Agreement, the Hall of Fame License, the Training Facility License, the OACC Stadium Agreement, the Visiting Team Share Agreement, the Document Delivery Letter, that certain Pre-Closing Football Games Agreement dated as of August \_\_\_, 1995 between Coliseum and Raiders, and that certain letter agreement dated as of August \_\_\_, 1995, between Coliseum and Raiders regarding the August 25 game.

"Alternate Training Site" shall mean a site reasonably suitable for the Permanent Training Facility and comparable to the Primary Training Site, to be reasonably agreed upon by Raiders and East Bay Entities if and when required under the provisions of Section 3.3(c) of the Master Agreement.

"Annual Plan" shall have the meaning ascribed in Section 2.5 of the Marketing Agreement.

"Approvals" shall mean all necessary zoning and other land use permits, variances or exceptions and accompanying environmental impact reports and studies for development, design, construction, use and occupancy.

"Approved Design Documents" shall have the meaning ascribed in Section 5.3 of the OACC Stadium Agreement.

"Athletics" shall mean the Oakland Athletics Baseball Company, a current licensee of the OACC Stadium, and any successor thereto as owner of the Oakland Athletics professional baseball team.

"Authorized Raiders Representative" shall mean a person designated by Raiders from time to time and identified to East Bay Entities in accordance with Section 10.7 of the Master Agreement.

~~"Average Admission Price" shall have the meaning given in Section 5.1(c) of the Master Agreement.~~

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Supp  
§1(c)

"Bond Trustee" shall mean the trustee named and acting pursuant to the Trust Agreement.

"Bonds" shall have the meaning ascribed in the Trust Agreement.

"Business Day" shall have the meaning ascribed in Section 1.2 of the Revenue Trust Agreement.

~~"Cancelled Events" shall have the meaning ascribed in Section 6.4 of the Master Agreement.~~

*Deleted  
Supp § 1(c)*

"Certificate" shall have the meaning ascribed in Section 1.3 of the Revenue Trust Agreement.

"City" shall have the meaning ascribed in Section 1.1 of the Master Agreement.

"Club Advertising Net Revenues" shall have the meaning given in Section 10.1 of the Master Agreement.

~~"Club Loge Annual Fees" shall mean the recurring annual or other periodic fees charged for Club Loge Seats, as established by the Marketing Strategy.~~

*Deleted  
Supp § 1(c)*

~~"Club Loge Initial Fees" shall mean the aggregate initial deposits, reservation fees, and/or other payments charged (as lump sums, installments or otherwise) for Club Loge Seats other than charges denominated as annual fees, as established by the Marketing Strategy.~~

*Deleted  
Supp § 1(c)*

~~"Club Loge Seats" shall have the meaning given in the Marketing Strategy.~~

*Deleted  
Supp § 1(c)*

~~"Club Seats" shall have the meaning given in the Marketing Strategy.~~

~~"Club Seat Annual Fees" shall mean the recurring annual fees charged for Club Seats, as established by the Marketing Strategy.~~

*Deleted  
Supp § 1(c)*

~~"Club Seat Initial Fees" shall mean the aggregate initial deposits, reservation fees, and/or other payments charged (as lump sums, installments or otherwise) for Club Seats other than charges denominated as annual fees, as established by the Marketing Strategy.~~

"Coliseum" shall have the meaning ascribed in Section 1.1 of the Master Agreement.

"Coliseum Operating Agreement" shall mean the Operating Agreement dated as of even date herewith, between JPA and

Coliseum, as the same may be amended from time to time in accordance with the terms thereof.

~~"Collateral" shall have the meaning ascribed in Section 3.1(b) of the Revenue Trust Agreement.~~

*Deleted  
Supp  
§ 1(c)*

"Complete Taking" shall have the meaning ascribed in Section 22.1 of the Operating License.

"Completion Date" of any Project shall have the meaning ascribed in Section 2.5 of the Loan Agreement and with regard to the OACC Project, Section 6.4 of the OACC Stadium Agreement.

"Conflicting Events" shall have the meaning ascribed in Section 5.2 of the Operating License.

"Construction Cost Index" shall mean the San Francisco Construction Cost Index (now reported in the Engineering News Record), or its properly adjusted successor.

"Construction Loan Advances" shall have the meaning ascribed in Section 3.3(a) of the Master Agreement.

"Costs of Construction," with respect to the Stadium Capital Improvements or the Permanent Training Facility, as the case may be, shall mean and include, but are not limited to, all materials, equipment, labor, expendable personal property, field office expenses, supervisory personnel, construction management, inspections and testing, insurance, payroll taxes, sales, use and similar taxes, subcontracts, bonds, royalties, emergency or life safety costs, scaffolding, barricades and security, but shall not include money loaned to Raiders as provided in the Loan Agreement other than for construction of the Stadium Capital Improvements or the Permanent Training Facility, as the case may be.

"County" shall have the meaning ascribed in Section 1.1 of the Master Agreement.

"Covered Amount" shall mean any loss, liability, claim, costs, damage or expense (including, without limitation, reasonable legal fees and expenses) for or on account of or arising from or in connection with any Covered Dispute.

"Covered Dispute" shall mean any claim or legal action, or threat of claim or legal action or other legal proceeding (including proceedings in which East Bay Entities participate only as witnesses) due to a breach of any representation or warranty by Raiders contained in subsections (a)(i), (a)(ii),

(a)(iii), (a)(iv), (a)(v), (a)(vi), (a)(vii) and (a)(viii) of Section 9.1 of the Master Agreement.

"Default Notice" shall have the meaning ascribed in Section 7.3 of the Revenue Trust Agreement.

"Design Documents" shall have the meaning ascribed in Section 5.3 of the OACC Stadium Agreement.

"Design Mediator" shall have the meaning ascribed in Section 5.5 of the OACC Stadium Agreement.

"Diamond Vision System" shall mean the Diamond Vision electronic color video display and scoreboard system located in the OACC Stadium and owned by Athletics.

~~"Disbursement Statement" shall have the meaning ascribed in Section 6.1 of the Revenue Trust Agreement.~~

*Deleted  
Supp § 1(a)*

"Document Delivery Letter" shall have the meaning ascribed in Section 1.7 of the Master Agreement.

"East Bay Entities" shall have the meaning ascribed in Section 1.2 of the Master Agreement. References to "East Bay Entities" shall be references to each of the City, the County, the Coliseum and such other entity or entities which are wholly owned or controlled by the foregoing.

"Effective Date" shall have the meaning ascribed in Section 1.7 of the Master Agreement.

"Event of Default" shall have the meaning ascribed in Section 7.1 of the Revenue Trust Agreement.

~~"Excluded Taxes" shall mean, in lieu of any and all possessory interest taxes, property taxes, assessments, and levies to reduce voter-approved bonded indebtedness imposed upon the ownership or use by Raiders of the OACC Stadium, Stadium Capital Improvements, the Permanent Training Facility, the Primary Training Site, the Alternate Training Site or the Hall of Fame, the sum of two hundred thousand dollars (\$200,000) payable to JPA, prior to the expiration of the term of the Operating License, on November 1 of each year commencing November 1, 1996, increasing at the rate of two percent (2%) per annum for each year after the first payment in which such sum is payable.~~

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Supp § 1(c)*

"Exclusive Area" shall have the meaning ascribed in Section 3.1.4 of the Operating License.



~~"Expense Requisitions" shall have the meaning given in Section 6.2(a)(iii) of the Master Agreement.~~

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Dated  
§ 1(c)

"Financing" shall have the meaning ascribed in Section 1.1 of the Master Agreement.

"First Football Event" shall mean the first (1st) Football Event of the 1995 Football Season.

"First Marketing Proceeds" shall have the meaning given in Section 5.1(b) of the Master Agreement.

"Football Concessionaire Initial Fees" shall have the meaning given in Section 5.2 of the Master Agreement.

"Football Concession Net Revenues" shall have the meaning given in Section 5.2 of the Master Agreement.

"Football Events" shall mean one half of all Pre-Season, and all Regular Season and Post-Season football games, played by Raiders in which Raiders is designated as the home team, other than (i) any preseason games scheduled by the NFL for an international or neutral site in which Raiders is designated the home team, (ii) any football game in which Raiders is designated as the home team but which are not played at the OACC Stadium because the OACC Stadium is unavailable within the meaning of the applicable provisions of the Operating License, and (iii) any World Championship Game in which Raiders is a participant. Each game encompassed by the term "Football Events" shall be a "Football Event."

"Football Event Expenses" shall have the meaning ascribed such term in Section 9.1 of the Operating License.

"Football Financing Obligations" means all indebtedness and obligations for principal, interest, and other payments and liabilities of every kind arising under or in connection with the principal amount of the Bonds authorized and issued by JPA and equal in principal amount to the total costs of the Stadium Capital Improvements plus fifty five million, four hundred thousand dollars (\$55,400,000) plus allocable costs and expenses of issuance of such Bonds and reserve funds, which reserve funds shall not exceed an amount equal to debt service on the foregoing for one twelve month period, plus any amounts that may be paid by East Bay Entities with respect to the First Marketing Proceeds pursuant to any of the provisions of the Visiting Team Share Agreement, as the same may be refinanced from time to time, provided that no such refinancing shall be included within the definition hereof without the prior approval by Raiders, which

approval shall not be unreasonably withheld or delayed, and shall be deemed given if such total indebtedness and obligations as so refinanced shall result in a lower interest cost with no increase in principal then outstanding, and/or lower remaining total indebtedness as compared to the total indebtedness thereof immediately prior to such refinancing.

"Football Merchandise" shall have the meaning given in Section 5.3 of the Master Agreement.

"Football Merchandise Revenues" shall have the meaning given in Section 5.3 of the Master Agreement.

"Football Parking Net Revenues" shall have the meaning given in Section 5.2 of the Master Agreement.

"Football Related Revenues" shall have the meaning given in Section 5.6 of the Master Agreement.

"Football Season" shall mean all Football Events played by Raiders during any scheduled season. References to a Football Season by years, such as "1995 Football Season" shall mean the Football Season commencing in that year. Notwithstanding the foregoing, as used in the first sentence of Section 1.4 and in Sections 2.1(a), 8.1(e) (viii) and 8.2(c) of the Master Agreement and Part 6 of the Operating License, "Football Season" shall mean all of Raiders' Football Events and not less than six (6) of all of Raiders' scheduled Football Events for a given Football Season.

~~"Football Tickets" shall have the meaning given in Section 5.1(c) of the Master Agreement.~~

*Amended  
by Supp  
Section 1(b)*

~~"Football Ticket Revenues" shall have the meaning given in Section 5.1(c) of the Master Agreement, and shall be considered separate from, and not included within the definitions of, Seat Revenues and Seat Rights. Football Ticket Revenues shall not include any handling charges imposed pursuant to applicable provisions of the Marketing Agreement.~~

*Amended  
by Supp  
Section  
1(b)*

~~"Football Ticket Surcharge" shall have the meaning given in Section 5.1(c) of the Master Agreement.~~

*Deleted  
Supps 1(c)*

"Forcè Majeure" with respect to any person or entity, shall mean matters or conditions beyond the reasonable control of such person or entity including, but not limited to, war, public emergency or calamity, fire, earthquake, flood, act of God, strikes, labor disturbances or actions, civil disturbances or riots, or any governmental restrictions.

"Franchise" shall mean and include all of the rights, privileges, and powers granted by the NFL to Raiders as a member of the NFL.

"General Contractor" shall have the meaning ascribed in Section 5.1 of the OACC Stadium Agreement.

"Hall of Fame" shall mean the hall of fame building to be constructed as provided in Section 7.2 of the Master Agreement.

"Hall of Fame License" shall have the meaning ascribed in Section 7.2(b) of the Master Agreement.

"Hook-ups" shall have the meaning ascribed in Section 13.2 of the Operating License.

"JPA" shall have the meaning ascribed in Section 1.1 of the Master Agreement.

"Letter of Credit" shall have the meaning ascribed in Section 2.6 of the Loan Agreement.

"License Agreement" or "License Agreements" shall mean individually or collectively, the Operating License, the OACC Stadium Agreement, the Training Facility License and the Hall of Fame License, as the case may be, and as the same may be amended or modified from time to time in accordance with the terms thereof.

"Licensor" shall have the meaning ascribed in Section 1.1 of the Operating License.

"Loan" or "Loans" shall mean, individually or collectively, the Project Loans and the Operations Loan, as the case may be.

"Loan Agreement" shall mean the Loan Agreement dated as of even date herewith, between Financing and Raiders, as the same may be amended or modified from time to time in accordance with the terms thereof.

~~"Location Premium Fees" shall mean all fees and deposits, if any, charged for Seat Rights designated as Location Premium Seats (but in no event including Football Ticket Revenues).~~

*Deleted  
\$1(c)  
Supp*

~~"Location Premium Seats" shall mean those seats, if any, designated as other than Suites, Club Seats, Club Loge Seats and PSL's in the Marketing Strategy.~~

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Supp §1(c)

~~"Major Damage" shall have the meaning ascribed in Section 16.1 of the Operating License.~~

~~"Management Agreement" shall mean the Management Agreement dated as of even date herewith between City, County and JPA, as the same may be amended from time to time in accordance with the terms thereof.~~

~~"Marketing Agreement" shall mean the Marketing Agreement dated as of even date herewith, between JPA and Raiders, as the same may be amended from time to time in accordance with the terms thereof.~~

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Supp §1(c)

~~"Marketing Association" shall mean the Oakland Football Marketing Association, a California nonprofit mutual benefit corporation to be incorporated pursuant to Articles of Incorporation substantially in the form of Exhibit A to the Marketing Agreement and organized pursuant to Bylaws substantially in the form of Exhibit B to the Marketing Agreement.~~

~~"Marketing Director" shall mean the Marketing Director initially appointed and any successor Marketing Director subsequently appointed pursuant to Article V of the Marketing Agreement.~~

~~"Marketing Director Contract" shall have the meaning ascribed in Section 5.1 of the Marketing Agreement.~~

~~"Marketing Expenses" shall have the meaning given in Section 5.1(d) of the Master Agreement.~~

~~"Marketing Strategy" shall mean the Marketing Strategy attached as Exhibit F to the Master Agreement, as the same may be amended, supplemented, or restated or replaced pursuant to the Marketing Agreement.~~

Deleted  
Supp §1(c)

~~"Master Agreement" shall mean this Master Agreement, as the same may be amended or modified from time to time in accordance with the terms thereof.~~

~~"Master Lease Agreement" shall mean the Master Lease Agreement by and among the JPA as lessor to City and County as lessee relating to the OACC Complex property, as the same may be~~

amended and supplemented from time to time in accordance with the terms thereof.

"NFL" shall mean the National Football League.

~~"Nonclub Advertising Revenues" shall have the meaning given in Section 10.1 of the Master Agreement.~~

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§ 1(c)*

"OACC Complex" shall have the meaning ascribed in Section 1.2 of the Operating License.

"OACC Stadium" shall mean the combination of (i) the open air structure currently seating approximately 50,000 people located on the easterly side of the OACC Complex, and (ii) when constructed, the Stadium Capital Improvements.

"OACC Stadium Agreement" shall mean the Stadium Capital Improvement Design and Construction Coordination Agreement dated as of even date herewith, between Coliseum and Raiders, as the same may be amended or modified from time to time in accordance with the terms thereof.

"Operating License" shall mean the Operating License dated as of even date herewith, between Coliseum and Raiders, as the same may be amended and modified from time to time in accordance with the terms thereof.

"Operations Loan" shall have the meaning ascribed in Section 2.3 of the Loan Agreement.

"Parking Area" shall have the meaning ascribed in Section 5.1 of the Operating License.

"Parking Capacity" shall mean parking spaces to accommodate nine thousand six hundred (9,600) vehicles for Football Events, of which at least eight thousand four hundred (8,400) spaces shall be provided on a for-pay basis and as many as one thousand two hundred (1,200) spaces may be provided on a permit basis. The number of spaces allowed to be provided on a permit basis shall include the number of parking spaces provided for use free of charge by Raiders, its owners, officers, employees, agents, invitees, NFL employees or officials and all media employees, representatives, and agents pursuant to the terms of the Operating License and at the discretion of Raiders. Parking Capacity shall not be reduced as a result of the construction of the Hall of Fame as such is contemplated under the Agreements.

"Partial Taking" shall have the meaning ascribed in Section 22.3 of the Operating License.

"Permanent Training Facility" shall mean the training facility to be erected on the Primary Training Site or the Alternate Training Site, which, however, shall not include any summer camp operations.

"Personal Seat License" or "PSL" means ~~Seat Rights other than Suites, Club Seats, Club Lodge Seats, and Location Premium Seats.~~

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Supps (cc)*

"Post-Season" shall mean the schedule of dates adopted by the NFL for the playing of "Wild Card playoff games," "Divisional Championship playoff games," and "Conference Championship playoff games" as such terms are contemplated by the Constitution and Bylaws of the NFL.

"Pre-Season" shall mean the schedule of football games played during the period immediately prior to the Regular Season, which games do not count in the Regular Season standings for purposes of qualifying for Post-Season play.

"Pretermination Alternative Dispute Resolution" shall have the meaning ascribed in Section 8.1(b) of the Master Agreement.

"Primary Training Site" shall mean such site described in Section 3.3(b) of the Master Agreement.

"Prime Rate" shall mean the reference rate from time to time generally announced by the Bank of America, NT&SA. The Prime Rate shall be adjusted in accordance with any changes in the Prime Rate to take effect on the beginning of the day of such change in the Prime Rate.

"Project" or "Projects" shall mean, individually or collectively, the Stadium Improvement Project and the Training Facility Project.

"Project Architect" shall have the meaning ascribed in Section 5.1 of the OACC Stadium Agreement.

"Project Construction Fund" or "Project Construction Funds" shall mean, individually or collectively, the Stadium Improvement Fund and the Training Facility Project Construction Fund.

"Project Loan" or "Project Loans" shall mean, individually or collectively, the Stadium Improvement Loan and the Training Facility Project Loan.

"Project Manager" shall have the meaning ascribed in Section 6.2 of the OACC Stadium Agreement.

~~"PSL Initial Fees" shall mean the aggregate initial deposits, reservation fees, and/or other payments charged (as lump sums, installments or otherwise) for PSL's other than charges denominated as annual fees, as established by the Marketing Strategy.~~

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Sugg §1(c)*

~~"PSL Annual Fees" shall mean the recurring annual fees charged for PSL's, as established by the Marketing Strategy.~~

"Public Benefit Fund" shall have the meaning ascribed in Section 6.2(b)(iii) of the Master Agreement.

"Raider Room" shall have the meaning ascribed in Section 3.1.3 of the Operating License.

"Raiders" shall have the meaning ascribed in Section 1.1 of the Master Agreement.

"Raiders' Advertising Revenues" shall have the meaning ascribed in Section 10.1 of the Master Agreement.

"Raiders Delay" shall have the meaning ascribed in Section 6.4 of the OACC Stadium Agreement.

~~"Receipt by Trustee" shall have the meaning given in Section 6.2(b)(i) of the Master Agreement.~~

*Deleted  
Sugg §1(c)*

"Regular Season" shall mean the schedule of dates adopted by the NFL for the playing of games among its member teams to establish official standings for the purposes of qualifying for Post-Season play.

"Related Agreements" shall mean the Hall of Fame License, the Loan Agreement, the OACC Stadium Agreement, the Operating License, the Marketing Agreement, the Revenue Trust Agreement, the Training Facility License and the other Agreements.

"Released Persons" shall have the meaning ascribed in Section 10.2(b) of the Master Agreement.

"Representative" shall have the meaning ascribed in Section 4.1 of the OACC Stadium Agreement.

"Request" shall have the meaning ascribed in Section 1.3 of the Revenue Trust Agreement.

~~"Retained Suites" shall have the meaning ascribed in Section 5.7 of the Master Agreement.~~

~~"Retained Seats" shall have the meaning ascribed in Section 5.7 of the Master Agreement.~~

"Revenue Trust Agreement" shall mean the Revenue Trust and Security Agreement dated as of even date herewith, between Revenue Trustee, JPA, Financing, Coliseum and Raiders, as the same may be amended or modified from time to time in accordance with the terms thereof.

"Revenue Trustee" shall mean the Treasurer of the County of Alameda.

~~"Seat Rights" shall have the meaning given in Section 5.1(a) of the Master Agreement.~~

~~"Seat Revenues" shall have the meaning given in Section 5.1(b) of the Master Agreement.~~

~~"Second Marketing Proceeds" shall have the meaning given in Section 5.1(b) of the Master Agreement.~~

~~"Secured Party" shall have the meaning ascribed in Section 3.2 of the Revenue Trust Agreement.~~

~~"Security Instruments" shall mean the documents described in Section 3.8 of the Revenue Trust Agreement.~~

"Stadium Capital Improvements" shall mean the work generally described in the Stadium Improvement Plan.

"Stadium Club" shall mean the two special lounges including specialized concession facilities to be constructed as part of the Stadium Capital Improvements on the mezzanine level of each side of the OACC Stadium.

"Stadium Improvement Fund" shall mean the fund established for the Stadium Improvement Project under the Trust Agreement as may be determined from time to time by JPA and Bond Trustee.

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Supp  
§ 1(c)

Amended  
by Supp  
Section  
1(b)

Deleted  
Supp  
§ 1(c)



"Stadium Improvement Plan" shall mean the scope of work describing the Stadium Improvement Project attached as Exhibit G to the Master Agreement.

"Stadium Improvement Project" shall have the meaning given in Section 3.3(a) of the Master Agreement.

"Stadium Improvement Loan" shall have the meaning ascribed in Section 2.1 of the Loan Agreement.

"Stadium Name Net Revenues" shall have the meaning given in Section 5.5 of the Master Agreement.

"Substantially Complete" and "Substantial Completion" shall have the meaning generally given such terms in the construction industry.

"Suites" shall have the meaning given in the Marketing Strategy.

~~"Suite Annual Fees" shall mean the recurring annual or other periodic fees charged for Suites, as established by the Marketing Strategy.~~

~~"Suite Deposits" shall mean the initial deposit, reservation fee, or other payments charged (whether by lump sum, installment or otherwise) for Suites, other than annual fees, as established by the Marketing Strategy.~~

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Supps(c)*

"Temporary Taking" shall have the meaning ascribed in Section 22.2 of the Operating License.

"Total Cost" shall have the meaning ascribed in Section 6.2 of the OACC Stadium Agreement.

"Training Facility License" shall have the meaning ascribed in Section 7.1(b) of the Master Agreement.

"Training Facility Project" shall mean the Permanent Training Facility to be constructed by Raiders in accordance with the Training Facility License.

"Training Facility Project Construction Fund" shall mean the fund established for the Training Facility Project pursuant to the Trust Agreement.

"Training Facility Project Loan" shall have the meaning ascribed in Section 2.2 of the Loan Agreement.

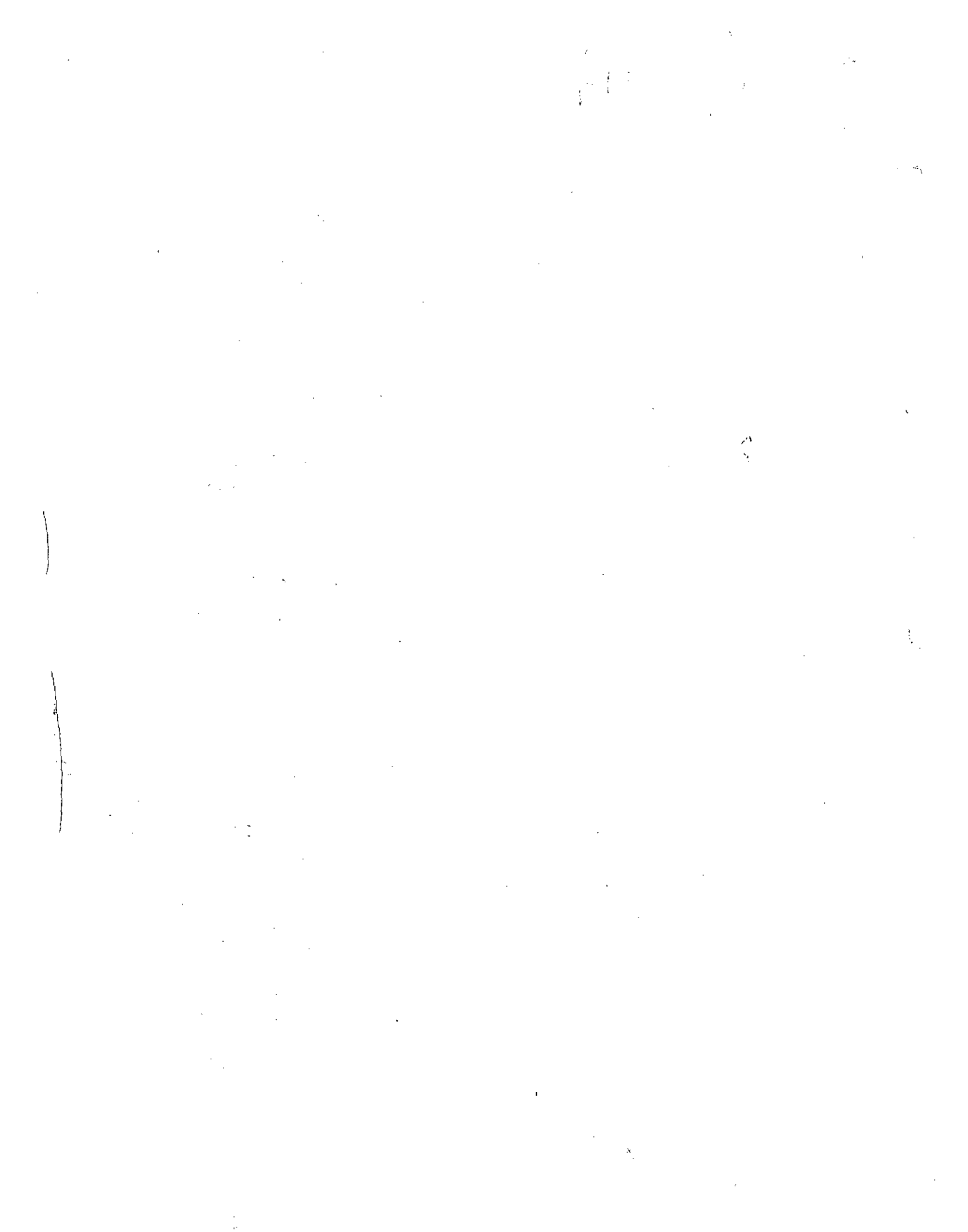
"Training Site" shall mean the Primary Training Site or, if the Primary Training Site is unavailable, the Alternate Training Site.

"Trust Agreement" shall mean the Trust Agreement dated as of August 1, 1995, between JPA and Bond Trustee relating to the Bonds defined therein, as the same may be amended from time to time in accordance with its provisions.

"Visiting Team Share Agreement" shall mean the Visiting Team Share Agreement dated as of even date herewith, between East Bay Entities and Raiders, attached as Exhibit H to the Master Agreement.

"Warriors" shall mean the Golden State Warriors, a current licensee of the OACC Complex, and any successor thereto as owner of the Golden State Warriors professional basketball team.

1.2 Unless otherwise specified, references to Articles, Sections and other subdivisions of the Agreements and Exhibits thereto are to the designated Sections and other subdivisions of such Agreements and Exhibits as originally executed. The words "hereof," "herein," "hereunder" and words of similar import refer to the respective Agreement as a whole. The headings or titles of the several Articles and Sections, and the table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.



SUPPLEMENT NO. 1 DATED AS OF JUNE 1, 1996  
TO  
MASTER AGREEMENT AND OTHER AGREEMENTS DEFINED THEREIN

1. *Parties and Certain Definitions.* This Supplement No. 1 (the "Supplement") is entered into as of June 1, 1996, among the City of Oakland, a municipal corporation and a charter city duly organized and existing under the laws and Constitution of the State of California ("City"), the County of Alameda, a political subdivision of the State of California ("County"), the Oakland-Alameda County Coliseum, Inc., a California nonprofit corporation ("Coliseum"), Oakland-Alameda County Coliseum Financing Corporation, a California nonprofit corporation ("Financing"), Oakland-Alameda County Coliseum Authority, a joint powers authority established by City and County pursuant to the Amended and Restated Joint Powers Agreement dated as of July 1, 1995 ("JPA"), the Oakland Football Marketing Association, a California nonprofit corporation (the "Marketing Association") and the Oakland Raiders, a California limited partnership ("Raiders").

The purpose of the Supplement is to clarify and implement certain provisions of and confirm certain further decisions and elections pursuant to that certain Master Agreement (the "Master Agreement") executed on August 7, 1995, by the foregoing parties and the other Agreements defined therein. Capitalized terms used but not otherwise defined below shall have the meanings given in the Definitional Annex attached as Exhibit A to the Master Agreement.

2. *Marketing of Suites.*

(a) *Terms.* The Marketing Strategy provides generally that Suite license terms will vary. The parties to this Supplement agree that the Marketing Association, as agent for JPA and Raiders, shall market Suites under license agreements having minimum terms of 3, 5, 7 and 10 years, provided, however, that the Marketing Association may (i) market suites on a seasonal or individual game basis if longer terms are not achievable for a particular Football Season, and (ii) waive a deposit requirement for single game licenses and/or charge a reasonable damage deposit (in the range of 5% to 25% of the periodic cost) for licenses of less than 3 years (which damage deposit will not be treated as a Suite Deposit and shall be held as designated by JPA). Notwithstanding the foregoing, only those existing 30 Suites currently numbered L7 through L19 and L48 through L64 on the loge level of the westerly side of the OACC Stadium shall be marketed for 3 year terms.

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Supp  
§ 3(a)

(b) *Suite Deposits.* All Suite Deposits shall continue to be remitted in accordance with the Agreements and this Supplement for the benefit of JPA to the Revenue Trustee for deposit in the JPA Sinking Fund, irrespective of the terms of the license agreement for

each Suite, and irrespective of how these sums may be designated in the marketing or license documentation. The parties acknowledge that, under current marketing plans, the Suite Deposits include for the last year of the term of the Suite license the initially applicable cost of the Football Ticket Revenues (in the form of currently priced season tickets for the seats in each Suite) and Football Ticket Surcharges (at the rate of \$100 per Suite).

(c) *Return of Suite Deposits on 3 Year Licenses.* Upon the commencement of the third (3rd) Football Season under each Suite license authorized above for 3 years, JPA shall cause to be paid to Raiders an amount equal to all Suite Deposits which were received by any East Bay Entities or the Revenue Trustee under those 3 year Suite licenses.

(d) *All Other Suites.* The Revenue Trustee, JPA and the other East Bay Entities shall have no obligation to Raiders to return any Suite Deposits or otherwise pay Raiders any amount with respect to the final year of any Suite license (i) other than Suite licenses for 3 year terms as provided in Section 2(c) above, and (ii) except that, in all events, upon the commencement of the Football Season that begins in the last year of the term of the Suite licenses, JPA shall cause to be paid to Raiders an amount equal to the portion of the Suite Deposit which, when paid by the holder of the license, represented the amount then charged for one Football Season's Football Tickets for the seats in that Suite.

(e) *No Deposit Liability to Suite License Holders except Abatement Risk.* The parties further agree that, consistent with the Marketing Strategy, holders of Suite licenses having terms of 3 or more years shall be required to pay a Suite Deposit upon commencement of or during the initial year of their Suite licenses, shall agree that the Suite Deposit shall be credited as partial payment of the final year's Suite Annual Fee and price of required Football Tickets, and shall not be obligated to pay any Suite Annual Fee or price for Football Tickets in the last year of the license except for the net increase in those charges for the last year as authorized in the Suite license. The foregoing requirements shall not be waived or changed for any holder of a Suite license unless approved by the Marketing Association. Notwithstanding the foregoing, the parties acknowledge that Suite licenses are likely to be marketed with terms calling for abatement or refund to a holder of a Suite license of all or part of the Suite Annual Fee for a year in which the OACC Stadium is unavailable or Raiders do not play at the OACC Stadium (as defined in the license agreements), and further agree that as to any such refund to a holder of a Suite license occurring (i) for the last year of a Suite license for which a Suite Deposit has been received, JPA shall pay to the persons legally entitled thereto all funds needed to discharge any such abatement obligation for that year up to the amount of the Suite Deposit previously received for that year, and (ii) for any year of a Suite license other than the last year, Raiders shall pay to the persons legally entitled

thereto all funds needed to discharge any such abatement obligation for those years up to the amount of the Suite Annual fees previously received for that year.

~~(f) *Timetable for Construction of Suites.* The parties agree that 139 Suites shall be constructed as and when otherwise provided in the Agreements and that commencement of construction on 36 Suites [designated in Schedule 2(f) hereto] shall be postponed until Raiders shall have given written notice to JPA requesting commencement of construction of up to the 36 remaining Suites at least ninety (90) days prior to the date on which construction is requested. The appropriate East Bay Entities and Raiders shall reasonably agree upon a plan and timetable for such construction that will reasonably avoid disruption of other users of the OACC Stadium. If construction of all or part of the remaining 36 Suites is required under the terms and conditions of this subsection, East Bay Entities shall diligently complete, at its sole cost and expense, the construction thereof within a reasonable period of time. The 36 Suites shall be constructed in a manner that is substantially consistent with design and materials of the 139 Suites. The parties hereto shall reasonably agree on such further details concerning the construction of the 36 Suites as may be required by the circumstances existing at the time the conditions of this subsection relating thereto are satisfied, taking into account the provisions of this Supplement and the Agreements and the reasonable interests of the parties hereto.~~

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§ 3(b)

### 3. *Training Facility Developments.*

(a) *Status.* Sections 3.3 and 7.1 of the Master Agreement contemplated that Raiders would obtain a loan of up to \$10 million (reduced by up to \$350,000 for intended relocation of certain soccer fields) from Financing to be used for hard and soft costs of construction of buildings, reasonable tenant improvements, parking areas and football fields on the Permanent Training Facility, and also for construction or improvement of administration offices located at the Permanent Training Facility or at other sites acquired by Raiders and for further uses specified in the Section 3.3(b). Section 3.3 of the Master Agreement identified the Primary Training Site of approximately 12 acres of land located adjacent to Doolittle Drive in the City as the intended location of the Permanent Training Facility. The Agreements also contemplated an Alternate Training Site as defined therein. The parties now desire to provide supplemental terms under which Raiders may select a site other than the Primary Training Site, due to circumstances other than those contemplated by the Master Agreement and not arising from a failure of East Bay Entities to comply with their obligations under Section 7.1 of the Master Agreement.

(b) *Authorized Alternate Training Site* Based on the foregoing, the East Bay Entities agree to make the Training Facility Project Loan available to Raiders with respect to hard and soft costs of site acquisition, building acquisition and improvements,

administration offices, parking areas and practice football fields at any site located in the County in the general vicinity of the Primary Training Site as may be selected by Raiders, which location will be designated as the Alternate Training Site for purposes of the Agreements except as provided in Section 3(b)(ii) of the Supplement.

(i) Notwithstanding any provision of the Loan Agreement, Raiders shall have the right to draw, in one or more installments, up to the remaining portion of the Training Facility Project Loan with respect to the costs described above of the Alternate Training Site upon delivery of written certification by Raiders to JPA stating that a site meeting the requirements of this Section 3 has been or is being acquired by Raiders to serve as the Alternate Training Site, stating the amount of such loan to be advanced and the date the advance is to be made (which shall be at least five (5) Business Days after the date of delivery of certification), and attaching a copy of the purchase agreement or other contract or evidence reasonably demonstrating that the costs in connection with the site equal or exceed the portion of such loan then to be advanced.

(ii) Notwithstanding Sections 7.1(c) and (d) of the Master Agreement, East Bay Entities shall not, with respect to the Alternate Training Site, have any obligation to obtain Approvals, pay any delay costs or damages relating to Approvals, or provide road access or utilities. Section 7.1(e) of the Master Agreement concerning rights upon termination of the Master Agreement or Operating License, and provisions of the Agreements relating to taxes and Excluded Taxes, shall continue to apply to the Primary Training Site and the Alternate Training Site.

~~4. *Advertising Revenue.* Raiders agrees to use reasonable efforts to assist Coliseum in the sale or licensing of the OACC Stadium name under Section 5.5 of the Master Agreement. Stadium Name Revenues shall continue to be shared as provided in Sections 5.5 and 6.3 of the Master Agreement (equally between Coliseum and Raiders). The parties agree that Section 10.1 of the Master Agreement shall, notwithstanding any language therein to the contrary, be administered such that: (i) all Club Advertising Net Revenue shall be paid to Raiders; (ii) so long as the Athletics plays baseball at the OACC Stadium, up to \$3.5 million of all annual Nonclub Advertising Revenues (irrespective of the nature of the event) shall be paid to Coliseum, with such \$3.5 million amount increased annually by an amount by which \$1 million would increase at the rate of six percent (6%) per annum, with the balance of all annual Nonclub Advertising Revenues payable and shared equally between Coliseum and Raiders; and (iii) if the Athletics cease playing baseball at the OACC Stadium, then all Nonclub Advertising Revenues shall be shared equally by Raiders and Coliseum.~~

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§ 3(c)

5. *Rent During Playoff Events.* In clarification and restatement of Section 36 of the Operating License, Raiders agrees to pay rental license fees to Coliseum for each Post

Season Football Event played at the OACC Stadium prior to expiration of the term of the Operating License equal to ~~twelve~~ <sup>fifteen</sup> percent (12%) of the Football Ticket Revenues collected with respect to each such game, payable to Coliseum if and to the extent that other stadiums receive any payments in respect of Post-Season games under standard NFL procedures and policies.

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§ 3(d)

6. **First Football Event for 1996.** Although Section 4 of the Operating License grants Raiders the right to schedule at least two (2) home Pre-Season games on Friday nights or Saturdays in August of each Football Season during the term of the Operating License, Raiders has, for one Pre-Season game of the 1996 Football Season only, agreed to waive such right in order to accommodate other OACC Stadium tenants. As a result of such waiver, the parties agree that Thursday evening, August 8, 1996 shall be designated as the date on which the first Football Event shall be scheduled and played at the OACC Stadium for the 1996 Football Season. The parties acknowledge that Section 6.4 of the OACC Stadium Agreement provided that the Stadium Capital Improvements would be completed on or before the later of August 15, 1996 or the first Football Event scheduled at the OACC Stadium for the 1996 Football Season, and that Raiders' remedy for delay in completion thereof is set forth and limited in Section 6.4. The parties agree that with respect to the period from August 8, 1996 through August 14, 1996, and for any period thereafter, Raiders' remedy of damages for any delay in Substantial Completion shall be as stated in Section 6.4, except that the lack of completion during all or part of the period from August 8, 1996 through August 14, 1996, of all or part of the third (3rd) deck on the easterly side of the OACC Stadium shall not give rise to any claim of damages by any party for delay or lack of completion.

7. **Amendment/Clarification of 1995 Loan Agreement.** The original Loan Agreement made no express allocation of Raiders' repayment obligation (including proceeds realized upon reversion of any capital improvements contemplated to be constructed by Raiders pursuant to the Master Agreement) to and among the various loans, including the Stadium Improvement Loan, or the express application of proceeds to and among the various loans upon reversion and also did not specify on a loan-by-loan basis the sources of repayment and collateral for the various loans governed by the Loan Agreement.

The parties, consistent with their mutual intent that Raiders repay the loans governed by the Loan Agreement prior to maturity in accordance with their terms, now amend and clarify the Loan Agreement as set forth in subsections (a), (b), (c) and (d) immediately below. Each such amendment in Article III of the Loan Agreement shall be effective as of August 7, 1995, as if such amendments were originally included in the Loan Agreement dated August 7, 1995. All other provisions of Article III of the Loan Agreement shall remain in full force and effect; provided, however, that Article III shall



be interpreted in a manner consistent with, and as necessary and appropriate to reflect and implement, the purpose and intent of the following amendments.

(a) Section 3.1 of the Loan Agreement is hereby amended to provide that with respect to the Stadium Improvement Loan, the Training Facility Project Loan and the Operations Loan, interest thereon shall be 6.56% per annum, compounded annually, effective as of August 7, 1995.

(b) Section 3.3 of the Loan Agreement is hereby amended to provide that (x) a first-priority security interest in 55% of the 50% of Football Concession Net Revenue and Football Parking Net Revenue referred to in such Section 3.3 is hereby granted by Raiders to Financing as additional security for the Stadium Improvement Loan and (y) a first-priority security interest in 45% of the 50% of the Football Concession Net Revenue and Football Parking Net Revenue referred to in such Section 3.3 is hereby granted by Raiders to Financing as additional security for the Operations Loan and the Training Facility Project Loan.

(c) Section 3.6 of the Loan Agreement is hereby deleted and replaced in its entirety with the following provision:

**"SECTION 3.6. REVERSION; TRANSFER OF IMPROVEMENTS.**

(A) Upon reversion of the Stadium Capital Improvements to any of the East Bay Entities as provided in the Agreements (or upon a voluntary transfer pursuant to mutual agreement of the parties), Raiders shall receive a credit against the then outstanding balance of the Stadium Improvement Loan in an amount equal to the lesser of (x) the fair market value of the Stadium Capital Improvements and (y) the then outstanding balance of the Stadium Improvement Loan.

(B) Upon reversion of the Permanent Training Facility or the Hall of Fame to any of the East Bay Entities as provided in the Agreements (or upon a voluntary transfer pursuant to mutual agreement of the parties), Raiders shall receive a credit against the then outstanding aggregate balance of the Training Facility Project Loan and the Operations Loan in an amount equal to the lesser of (x) the fair market value of the Permanent Training Facility or the Hall of Fame, as the case may be, and (y) the then outstanding aggregate balance of the Training Facility Project Loan and the Operations Loan."

(d) A new Section 3.7 of the Loan Agreement shall be added which provides as follows:

“SECTION 3.7. LOAN PAYMENT ALLOCATION. Except as otherwise mutually agreed by the parties and except as otherwise expressly provided in Sections 3.3, 3.4 and 3.6 of this Loan Agreement, all payments made by Raiders pursuant to Article III, other than upon any transfer or reversion described in Section 3.6, shall be allocated to repayment of the outstanding loans as follows:

(A) 55% of such payments shall be allocated towards repayment of the Stadium Improvement Loan; and

(B) 45% of such payments shall be allocated towards repayment of the Training Facility Project Loan and the Operations Loan, with such repayment then being allocated between these two loans in proportion to the unpaid balances thereof at the time of such payments.”

8. *Repayment of Stadium Improvement Loan & Reversion of Improvements.* Prior to entering into the Agreements, the parties discussed the conveyance of the Stadium Capital Improvements to one or more East Bay Entities at an unspecified future time, and the Agreements contemplate and permit the conveyance of the Stadium Capital Improvements to East Bay Entities. The parties acknowledge it to be in their mutual interests to convey the Stadium Capital Improvements to Financing or its assigns, and therefore agree to the following:

(a) *Voluntary Prepayment.* In order to facilitate East Bay Entities activities related to the OACC Complex and otherwise, and as contemplated in the Agreements, Raiders hereby elects under Section 3.5 of the Loan Agreement to make an optional prepayment in full of the Stadium Improvement Loan and to cause, under Section 3.6 of the Loan Agreement, the reversion of the Stadium Capital Improvements to the East Bay Entities in full payment thereof. The East Bay Entities hereby accept such prepayment in full of the Stadium Improvement Loan on the terms and conditions stated in this Section 8 and agree that Financing shall be the party to which the Stadium Capital Improvements shall be conveyed upon such reversion under Section 3.6 of the Loan Agreement.

(b) *Prepayment Closing.* Raiders shall duly execute, acknowledge and deliver to Financing a quitclaim deed to the Stadium Capital Improvements on or before the earlier of Substantial Completion thereof or September 15, 1996 (the “Prepayment Date”), against delivery to Raiders of a certificate duly executed by Financing acknowledging receipt of such quitclaim deed and payment in full of all obligations of principal and interest under the Stadium Improvement Loan. Raiders represents as of the date of this

Supplement and as of the Prepayment Date, that Raiders is authorized to sign and deliver the documents and take the other action described in Section 8, that nothing in Section 8 conflicts with, breaches or gives rise to any lien or encumbrance under any form of agreement, contract or law which binds Raiders or any of its assets, and that no act or omission on the part of Raiders has created or given rise to any recorded or unrecorded lien, encumbrance, charge or liability upon the Stadium Capital Improvements, provided that Raiders makes no representation concerning the effect of any act or omission of any party acting as agent or otherwise.

(c) *Provisions Applicable Upon Date of Prepayment.* Upon the Prepayment Date:

(i) the obligation of Financing to advance the Stadium Improvement Loan to Raiders shall wholly cease and terminate;

(ii) all moneys remaining in the Stadium Improvement Fund shall be the sole property of the East Bay Entities in accordance with the legal rights existing among them;

(iii) the interest rate on the Training Facility Loan and the Operations Loan shall be reduced to 6.07% per annum, compounded annually;

(iv) the repayment provisions contained in Section 3.1 of the Loan Agreement applicable to the Training Facility Loan and the Operations Loan shall be amended, effective as of the Prepayment Date, to provide that Raiders shall pay the following amounts at the times specified (with such revised repayment provisions representing adjustments deemed appropriate by the parties to reflect the full repayment and satisfaction of the Stadium Improvement Loan, as well as an unanticipated reduction in the seating capacity of the OACC Stadium and its projected effect on future Football Concession Net Revenues and Football Parking Net Revenues):

(x) beginning on November 1, 1996, and continuing on each subsequent anniversary date thereof until the termination of the Operating License, the amount of \$525,000; and

(y) an amount equal to fifty percent (50%) of all Football Concession Net Revenues; and

(z) an amount equal to fifty percent (50%) of all Football Parking Net Revenues.

Except as otherwise agreed by the parties, any amount paid pursuant to Section 3.1 of the Loan Agreement shall be allocated between the Operations Loan and the Training Facility Project Loan in proportion to the unpaid balances thereof at the time of such payment.

(v) Section 3.3 of the Loan Agreement shall, as of the Prepayment Date, be deemed amended to provide that a first-priority security interest in 50% of Football Concession Net Revenues and of Football Parking Net Revenues described in Section 3.3 is thereupon granted by Raiders to Financing as additional security for the Training Facility Project Loan and the Operations Loan.

(vi) as of the Prepayment Date, Section 3.7 of the Loan Agreement shall be deleted in its entirety.

(vii) Sections 7.1 and 7.2 of the Operating License shall be deemed deleted and there shall be substituted in their place the following provision: "7.1 Licensor's Fees. Licensor shall pay Raiders the sum of \$100,000 for each Post-Season game played by Raiders at the OACC Stadium so long as NFL policies and procedures concerning economics of stadium playoff games remain substantially the same."

(viii) Section 3.3 of the Operating License and Sections 2.1 (c) and 2.2(d) of the Master Agreement shall be deemed deleted, provided that such deletion shall not affect rights to use Retained Seats or Retained Suites as otherwise agreed upon by the parties in Section 5.7 of the Master Agreement and referred to elsewhere. Coliseum may elect to delete Raiders as an additional insured, effective only for occurrences or claims made after the Prepayment Date, from all casualty insurance otherwise insuring the Stadium Capital Improvements.

(ix) The OACC Stadium Agreement shall remain in effect, except that for all purposes of that Agreement, full title and ownership of the Stadium Capital Improvements shall be deemed vested in Financing or lawful assignees of Financing, Coliseum will be acting as construction agent for Financing and not as agent for Raiders, and the parties thereto shall otherwise comply with the provisions of that Agreement interpreted in accordance with the foregoing and other provisions of this Supplement.

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9. **General Provisions.** Except as otherwise specifically supplemented, interpreted or modified by this Supplement, all terms and provisions of the Agreements shall remain unmodified and in full force and effect. This Supplement and the other agreements and schedules referred to herein, shall constitute the entire agreement among the parties relating to the subject matter hereof and thereof, and shall supersede any negotiations, understandings, or agreements, written or oral, relating to the subject matter hereof and thereof, and shall not be changed or terminated orally.

CITY OF OAKLAND

By Craig Skous  
City Manager

Attest:

Celia Lloyd  
APPROVED AS TO FORM AND LEGALITY:

By Jayaram  
Oakland City Attorney

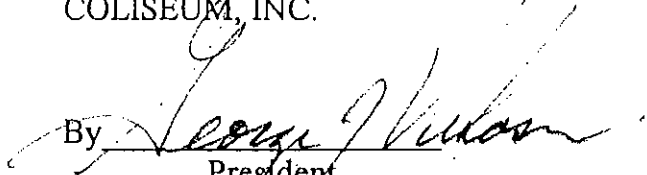
COUNTY OF ALAMEDA

By Hail Stule  
President,  
Board of Supervisors

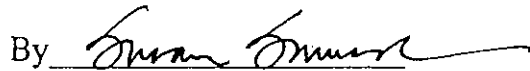
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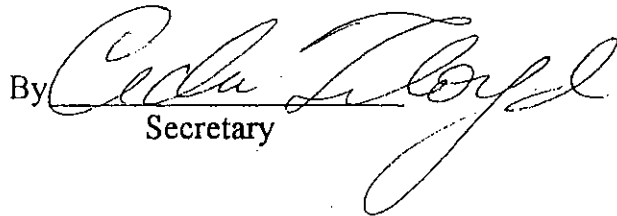
Mystal H. Walker  
APPROVED AS TO FORM:  
By M. Walker  
Alameda County Counsel

OAKLAND-ALAMEDA COUNTY  
COLISEUM, INC.

By   
President

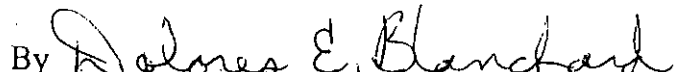
OAKLAND-ALAMEDA COUNTY  
COLISEUM FINANCING CORPORATION

By   
President

By   
Secretary

OAKLAND-ALAMEDA COUNTY  
COLISEUM AUTHORITY

By   
Chair

By   
Secretary

OAKLAND RAIDERS,  
a California Limited Partnership

By A.D. Football, Inc.  
a California corporation,  
its General Partner

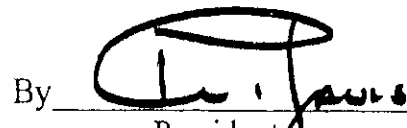
By   
President

EXHIBIT B  
OAKLAND-ALAMEDA COUNTY COLISEUM STADIUM  
OPERATING LICENSE  
BETWEEN

OAKLAND-ALAMEDA COUNTY COLISEUM, INC. AND LOS ANGELES RAIDERS

1. PARTIES

1.1 Names. This Operating License ("License") is entered between OAKLAND-ALAMEDA COUNTY COLISEUM, INC., a California non-profit public benefit corporation ("Licensor"), and the LOS ANGELES RAIDERS, a California limited partnership ("Raiders"), on the following terms and conditions.

1.2 Licensor. Licensor, in accordance with an Operating Agreement with the JPA, has the right to operate and manage the Oakland-Alameda County Coliseum complex, which is located on real property adjoining the Nimitz Freeway at Hegenberger Road and 66th Avenue in the City, and which has been improved with the OACC Stadium, an arena, exhibit hall, parking area and related roadways and other facilities ("OACC Complex"); ~~provided, however, that in entering into such Operating Agreement, the JPA has reserved the right to license and to receive revenue associated with certain Seat Rights in accordance with the Agreements.~~

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§ 4(a)*

1.3 Raiders. Raiders owns a franchise in the American Football Conference of the National Football League and does business under the name of "LOS ANGELES RAIDERS." Upon the Effective Date Raiders will recommence doing business as the "OAKLAND RAIDERS."

2. DEFINITIONS

Unless the context or terms of this License clearly indicate otherwise, the definitions contained in Exhibit A to the Master Agreement, as the same may be amended from time to time, shall govern the interpretation of capitalized terms contained herein and such definitions are hereby incorporated herein by reference.

3. AREAS LICENSED

3.1 License of Other Than Suites, Diamond Vision System and Stadium Capital Improvements.

3.1.1 Football Events and Scheduled Related Events.

Licensors grants to Raiders the right to use the OACC Stadium field area (which shall include the playing field and all ramps and passageways providing access to such field), home and visiting team football locker rooms, public seating areas, special function areas and common areas (described in Section 3.1.5) of the OACC Stadium for (i) all Football Events; and (ii) for certain related events of Raiders (estimated to be 5 per Football Season) all on the terms and conditions contained in this License. Raiders may conduct such related events after mutual agreement between Raiders and Licensors as to the dates of such use and provided that such area(s) is not previously scheduled for use by another user of the OACC Stadium. There shall be no charge to Raiders by Licensors for such related events in the OACC Stadium.

3.1.2 Practices. Licensors grants to Raiders and, only upon the request of Raiders, the next opponent of Raiders for the next scheduled Football Event the right to use the OACC Stadium field area (which shall include the playing field and all ramps and passageways providing access to such field), home and visiting team football locker rooms, public seating areas, special function areas, and common areas (described in Section 3.1.5) of the OACC Stadium for practice sessions of up to two (2) hours each on the day immediately preceding the day of such next scheduled Football Event, all on the terms and conditions contained in this License and provided that such area(s) is not previously scheduled for use by the Athletics.

3.1.3 Raider Room. Licensors grants to Raiders the right to use a room containing approximately 1540 square feet the location of which shall be mutually agreed upon to be known and designated as the "Raider Room." Raiders shall have the right to use the Raider Room at all times after reasonable notice by Raiders to Licensors; provided that if such use occurs during any event other than a Football Event, all persons using the Raider Room shall have purchased or otherwise acquired tickets to such other event. If Raiders are not using the Raider Room, Licensors may, upon reasonable notice and with the prior consent of Raiders, which consent shall not be unreasonably withheld or delayed, use the Raider Room for its own purposes and events. Licensors shall at its sole cost and expense provide cable television and broadcast television reception in the Raider Room. Licensors further grants to Raiders the right to decorate and appoint such room as Raiders reasonably desires; provided, that



Raiders shall pay all costs of decorating and appointing such room. Licensor shall provide or cause to be provided all janitorial services required to keep the Raider Room in a clean and orderly manner at all times. Raiders shall be responsible for the cost of all such services during the Football Season, unless they relate to a use by Licensor occurring during the Football Season, and for such services as they relate to a use by Raiders not occurring during the Football Season. Licensor shall be responsible for the cost of all such services incurred in connection with any use of the Raider Room by Licensor or use of the Raider Room by others with the permission of Licensor and Raiders.

3.1.4 Exclusive Area. Licensor grants to Raiders the exclusive right to use office space at the OACC Complex on the day of a Football Event of between six hundred fifty (650) and two thousand (2,000) square feet as a ticket distribution office ("Exclusive Area"), the location of which shall be mutually agreed upon, on the terms and conditions contained in this License.

3.1.5 Areas Described. The special function areas shall consist of the game officials room, football team training and medical facilities, the City of Oakland and Peralta Rooms, interview and waiting area (upon completion of Stadium Capital Improvements), the press lounge (work areas and eating areas) and the football press box area(s). The common areas shall consist of all bathrooms, passageways and walkways, ramps and stairs open to the public and providing access between the exterior of the OACC Stadium and the public seating areas and playing field. All areas licensed pursuant to this Section 3.1 shall be at no charge to Raiders, except Raiders shall pay for each use by it of the City of Oakland and Peralta Rooms at the regular and customary rates charged by Licensor to other users of such rooms. The current locations of the areas described in Subsections 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.5, are designated on a map of the OACC Complex attached hereto as Exhibit 1. Licensor and Raiders acknowledge and agree that the exact location of the areas licensed pursuant to this Section 3.1 may change during the term of this License due to the construction of Stadium Capital Improvements or other construction, renovation or rearrangement of the layout of the OACC Complex. Exhibit 1 to this License shall be amended from time to time to reflect such changes and to designate the then current location of the areas described in Subsections 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.5.

3.1.6 Media Access. Licensor will provide to broadcast media reasonable access to the OACC Stadium prior to, during and after Football Events, including allowing the same accommodations and facilities for broadcast media equipment,

including trucks, as is typically provided in other NFL stadia; provided, however, that such access may not unreasonably interfere with the use of the OACC Complex by other licensees of Licensor.

3.2 License of Suites.

3.2.1 Acquisition of Ownership Interest. On November 1, 1995 Raiders shall purchase from the Athletics or Licensor a one-half (1/2) ownership interest in certain Suites, as designated on a map of the OACC Complex attached hereto as Exhibit 1, pursuant to the rights granted a potential professional football licensee under Section 7 of that certain Amendment to License Agreement with the Athletics dated April 3, 1987 covering use of the OACC Stadium. Raiders further agrees to pay to the Athletics in cash or by cashier's check the amount required to be paid to the Athletics as the purchase price of such one-half (1/2) ownership interest, upon receipt by Raiders of a loan advance for such amount pursuant to the terms and conditions of Section 2.4(E) and other applicable provisions of the Loan Agreement. Although such purchase shall not occur until November 1, 1995, Raiders shall have the right to use, occupy and license such Suites beginning with the First Football Event in the OACC Stadium.

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Suite  
\$4(b)*

3.2.2 License of All Suites. Raiders grants to Licensor for all periods during the term of this License all of Raiders' rights to use and sublicense the use of all Suites, all on the terms and conditions contained in the Agreements.

3.2.3 Reserved Suites. Notwithstanding Subsection 3.2.2 above, Licensor expressly reserves for the use of East Bay Entities four (4) Suites at all times. Raiders expressly reserves for its use two (2) Suites for all OACC Stadium events other than Football Events pursuant to Section 5.7(b) of the Master Agreement.

3.2.4 Janitorial Responsibility. Licensor shall provide or cause to be provided all janitorial and custodial services required for all Suites during the Football Season. Janitorial and custodial services required in all Suites shall constitute a Football Event Expense.

3.3 License of Certain Stadium Capital Improvements. Raiders will own the Stadium Capital Improvements when constructed, but the JPA has reserved the right to license certain seating at the OACC Stadium for Football Events and the right to receive certain revenues from such licensing as well as certain other revenues associated with Football Events at the OACC Stadium in accordance with Section 3.8 of this License.

Raiders grants to Licensor during the term of this License the right to use and the right to sublicense such use of the Stadium Capital Improvements, other than Raiders' two (2) reserved Suites referred to in Paragraph 3.2.3, at all times, including during all stages of construction, upon completion and thereafter on the terms and conditions contained in this License. In accordance with the terms of the Agreements, ownership of the Stadium Capital Improvements will automatically and without further action by any party vest in East Bay Entities upon the termination of this License and the provisions of Section 3.6 of the Loan Agreement shall apply. Stadium Capital Improvements consisting of personal property affixed to the OACC Stadium shall be and become the property of East Bay Entities upon termination of this License and shall not be deemed Raiders' personal property. Raiders shall execute all documents reasonably necessary or appropriate to evidence the transfer of ownership to East Bay Entities at the time of such termination. The foregoing is not intended to prevent Raiders from removing trade fixtures owned by Raiders, which were not purchased with proceeds of the Stadium Improvement Loan or Training Facility Loan, so long as damage caused by such removal is repaired by Raiders at its sole cost and expense.

3.4 Use Reserved to Licensor. Licensor shall retain the right to use all areas licensed to Raiders pursuant to Sections 3.1 and 3.2 above contemporaneously with use by Raiders so as to perform Licensor's obligations under the Agreements, Licensor's license with the Athletics, Licensor's license with any other licensee or user of the OACC Complex; provided, that Licensor shall not unreasonably interfere with the use of any area being made by Raiders as contemplated hereunder and Licensor shall only have access to the game official's room in the event of any emergency. At all times that the OACC Stadium is not being used by Raiders for Football Events, practices or scheduled related events or by a Football Event opponent of Raiders for Football Events or practices, Licensor shall have the right to use all areas of the OACC Stadium, including all Suites (except the two (2) Suites reserved to Raiders pursuant to Section 5.3 of the Master Agreement), Stadium Capital Improvements and the Raider Room as provided in Subsection 3.1.3 above but excepting the Exclusive Area, for all other types of events and activities on such terms and conditions and at such times as Licensor shall determine, in Licensor's sole discretion, without any payment for such use to Raiders except for damage resulting from the use by Licensor or uses permitted by Licensor. Licensor shall not have the right to use any of Raiders' personal property without Raiders' prior consent.

3.5 Use Reserved to Raiders. Raiders shall retain the right to use all areas licensed to Licensor pursuant to

Sections 3.2 and 3.3 above contemporaneously with use by Licensor so as to perform Raiders' obligations under the Agreements; provided, that Raiders shall not interfere with the use by Licensor of any area licensed to Licensor under Sections 3.2 and 3.3.

3.6 Exclusive for Professional Football. Raiders, so long as it is not in default under this License, shall have the exclusive right to play professional football games in the OACC Stadium, subject to this provision being determined by a court of competent jurisdiction to be unenforceable. Further, no college football licensee or user or any soccer licensee or user may use the OACC Stadium during Football Season without the prior consent of the Raiders, which consent shall not be unreasonably withheld, provided, however, that concerns regarding the condition of the field or the availability of the OACC Stadium for Football Events shall not be considered an unreasonable basis for withholding consent. East Bay Entities will not initiate any action seeking to invalidate this Section 3.6.

3.7 Restrictions on Use. Neither Licensor nor Raiders, during any use of the OACC Stadium by Raiders, shall collect donations or solicit or knowingly permit the solicitation of persons for donations in the OACC Stadium for any cause, event or activity whether for charitable purposes or any other purpose without the prior consent of the other party. Raiders, in exercising its rights to use the OACC Stadium, shall be subject at all times to and shall comply with all laws, rules, ordinances, orders and regulations of all governmental entities and all reasonable rules and regulations adopted by Licensor from time to time applicable to all users of the OACC Stadium, provided that Licensor shall consult with Raiders prior to adopting rules and regulations that materially affect Raiders' use of the OACC Stadium or the OACC Complex, as contemplated hereunder. Licensor will not adopt such rules and regulations that materially adversely affect Raiders' operations or Raiders' fans safety and comfort without the consent of Raiders, such consent not to be unreasonably withheld or delayed.

3.8 Reservation of Certain Rights. Notwithstanding any provision to the contrary in this License or any other Agreement, the parties hereto acknowledge and agree that pursuant to the Operating Agreement, the JPA has reserved the right to market Seat Rights at the OACC Stadium for Football Events and to receive any and all revenues from the sale or licensing of certain of the Seat Rights, as well as the right to collect and receive certain other revenues associated with Football Events throughout the term of this License and such reservation of revenues is intended to be coextensive with the revenues allocable to JPA in accordance with the terms of the Revenue

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Trust Agreement. In accordance with such reservation by the JPA, the parties hereto agree that Licensor has not granted to Raiders, and that the License granted hereunder expressly excludes, all rights and revenues expressly granted to JPA under Sections 5 and 6 of the Master Agreement and other applicable provisions of the Agreements.

#### 4. SCHEDULING USE

Licensor and Raiders shall exercise their best efforts and good faith in coordinating the schedules of other licensees or users of the OACC Stadium and OACC Complex and the schedule of Football Events for any Football Season during the term of this License; provided, that in the event of a conflict between a use of the OACC Stadium by the Athletics and a use by Raiders, the Athletics' use shall be given priority unless an agreement is otherwise reached between Licensor, Raiders and the Athletics; and provided that, in the event of a conflict between a use of the OACC Stadium by Raiders and a licensee or user of OACC Stadium other than the Athletics, Raiders' use shall be given priority unless an agreement is otherwise reached between Licensor, Raiders and/or such other licensee or user of OACC Stadium. In all events, Raiders shall be allowed to schedule and play at least two (2) home Pre-Season games on Friday nights or Saturdays in August in each Football Season and to schedule and play at least two (2) home Regular Season games on Sundays in September and October during each Football Season at the OACC Stadium; provided, however, that if the Athletics are hosting a championship season baseball game on Sundays in October, Raiders' two (2) home Regular Season games in October may be on Monday nights. Raiders shall have priority in scheduling for all home games it plays at the OACC Stadium during November, December, January and February of each Football Season.

#### 5. PARKING AND ACCESS AREA

5.1 Parking Capacity. Subject to Section 5.2 below, Licensor will provide sufficient parking facilities within the OACC Complex parking lot, other area(s) of the OACC Complex, the immediate vicinity of the OACC Complex or, during periods of construction lasting in the aggregate no more than two (2) consecutive Football Seasons, at locations reasonably accessible to the OACC Stadium by shuttle transportation (such areas being referred to collectively as the "Parking Area") to accommodate Parking Capacity for persons attending Football Events. Licensor will not take any action or fail to take any action that would result in a loss of more than two and one-half percent (2.5%) of Parking Capacity for any Football Event without the prior written consent of Raiders, such consent not to be unreasonably withheld or delayed. Raiders shall not be entitled to withhold its

consent to the loss of more than two and one-half percent (2.5%) of Parking Capacity during a Football Event, if (i) the loss is caused by construction; (ii) the loss does not in the aggregate exceed four percent (4%) of Parking Capacity; (iii) the loss does not extend for a period of more than two (2) consecutive Football Seasons; and (iv) the loss does not occur more than once in any period of five (5) consecutive Football Seasons.

5.2 Shared Parking. The parties acknowledge that on some occasions, other events may be scheduled at the OACC Complex on the same day as a Football Event (such events being referred to as "Conflicting Events"). It is understood and agreed that when there is a Conflicting Event the Parking Area will be shared by persons attending the Football Event and the Conflicting Event; provided, however, that at least Parking Capacity will be made available for parking by persons attending the Football Event. Events scheduled at the OACC Complex by a professional basketball franchise that is a licensee of Licensor for a term of at least one (1) year shall not constitute a Conflicting Event for the purposes of this Section 5.2. If any such basketball event is scheduled on the same day as a Football Event, Licensor will make Parking Capacity available for parking by persons attending all OACC Complex events and Licensor will provide shuttle transportation and/or alternate transportation to persons attending the events who cannot be accommodated by Parking Capacity at the OACC Complex.

5.3 Construction/Acquisition of Additional Parking Facilities. In the event Licensor maintains or increases Parking Capacity in the Parking Area or acquires additional capacity in the Parking Area or other areas by constructing improvements or additional parking facilities and/or by purchasing or leasing additional land ("Additional Parking Capacity"), Licensor shall make such Additional Parking Capacity reasonably available for persons attending Football Events on the terms and conditions set forth herein; provided, however, that during each Football Season, East Bay Entities shall be entitled to receive all revenues from such Additional Parking Capacity up to an amount equal to the annual debt service associated with the costs of acquiring, developing, designing, constructing and financing such Additional Parking Capacity. Additional Parking Capacity shall also include the site acquired by Licensor in 1994 at 8000 South Coliseum Way in the City of Oakland, commonly referred to by Licensor as the Malibu Grand Prix site. Any revenues from use of such additional parking for Football Events in excess of such debt service amounts shall be distributed in accordance with Section 8.1 herein.

5.4 No License. No part of the Parking Area or any roadway, overpass, or other access point to the OACC Complex

("Access Area"), as shown on Exhibit 2 to this License, is being licensed to Raiders. Licensor, as the operator of the Parking Area and Access Area, shall make the Parking Area and Access Area available for use of persons attending Football Events as set forth in this Section 5. Use of the Parking Area by persons attending Football Events shall be subject to charges by Licensor, adjusted from time to time, which charges shall be the same as the charges for parking at all other major league sports events at the OACC Complex. Licensor shall use its best efforts to operate the Parking Area and Access Area in an efficient and secure manner and to maintain the Parking Area and Access Area in a first-class state of cleanliness and repair. Licensor may sublicense the right to operate the Parking Area to the Athletics for events that do not conflict with Football Events.

5.5 Parking Rights of Raiders. Licensor grants to Raiders at all times during the term of this License the right to park at no charge (i) as many as fifty (50) automobiles on a daily basis in a restricted area of the Parking Area as mutually agreed upon by Raiders and Licensor; (ii) as many as one hundred-fifty (150) automobiles on days of practice sessions in a restricted area of the Parking Area as mutually agreed upon by Raiders and Licensor; (iii) as many as seven hundred fifty (750) automobiles, (exclusive of areas and space for media trucks), two hundred fifty (250) of which will be in a restricted area of the Parking Area as mutually agreed upon by Raiders and Licensor and five hundred (500) of which will be in the general Parking Area during the period that Raiders has the right to use the OACC Stadium for Football Events, to be used solely by Raiders' owners, officers, employees, and invitees, NFL employees or officials and employees of all media organizations attending the Football Events all at the discretion of Raiders; and (iv) adequate parking for scheduled related events in a restricted area of the Parking Area or, if necessary, in the general Parking Area as mutually agreed upon by Raiders and Licensor. All parking spaces made available to Raiders pursuant to this subsection shall be included in the Parking Capacity for persons attending Football Events. Raiders may from time to time request additional parking based on special needs or particular circumstances not otherwise provided for in this Section 5, and Licensor shall use best efforts to comply with such request. Raiders shall be responsible for all costs associated with locating and providing such additional parking, and such costs shall not be Football Event Expenses. Licensor shall be deemed to be reasonably withholding its consent or agreement if it rejects such a request because such request causes conflicts with other licensees or users of the OACC Complex, because existing facilities designed to address a particular need are not being fully utilized or because existing traffic patterns in the Parking Area or Access Area will be unreasonably disturbed.

6. LICENSE TERM

6.1 Term. Subject to the terms and conditions of the Agreements, the term of this License shall be for sixteen (16) Football Seasons (which shall be consecutive unless otherwise permitted by the Agreements) commencing with the First Football Event in the OACC Stadium and such term shall end forty-five (45) days after the last Football Event of Raiders' last Football Season in the OACC Stadium under this License. Raiders shall play all Football Events at the OACC Stadium during such term except as otherwise provided in the Agreements.

6.2 Termination of Master Agreement. Notwithstanding any other provision of this License to the contrary, this License shall terminate without further action or notice by either party upon the termination of the Master Agreement pursuant to Article 8 of the Master Agreement.

6.3 Commencement of Raiders' Use. Subject to the provisions of the Agreements, Raiders shall commence playing Football Events at the OACC Stadium at the start of the 1995 Football Season.

7. LICENSE FEES

7.1 Licensor's Fees. ~~Licensor shall pay Raiders the sum of Five Million Six Hundred Eighty-Five Thousand Dollars (\$5,685,000.00) per year for Licensor's use of Stadium Capital Improvements for all non-Football Events. Licensor shall commence paying such fees on November 1, 1995. Thereafter, Licensor shall pay annually the fees due hereunder on each successive November 1 during the term of this License. Notwithstanding any other provision to the contrary contained herein, in the event that Raiders shall fail to make the loan repayment required on such date by Section 3.1(A) of the Loan Agreement, Licensor shall not be required to make any payment pursuant to this Section 7.1 until such payment has been made by Raiders. Coliseum shall pay Raiders the sum of \$100,000.00 for each Post-Season game played by Raiders at the OACC Stadium.~~

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7.2 Raiders' Payments. ~~During each Football Season or partial Football Season Raiders shall pay to Licensor an amount for Raiders' use of the OACC Stadium in accordance with the applicable provisions of the Master Agreement, Revenue Trust Agreement and Loan Agreement.~~

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8. CONCESSIONS

8.1 Food, Beverage and Parking. ~~All Football Concession Net Revenues and Football Parking Net Revenues shall be collected by Licensor, shall be deposited with the Revenue Trustee~~



reasonably promptly after receipt by Licensor, and shall be disbursed by the Revenue Trustee in accordance with the terms of the Revenue Trust Agreement. <sup>2</sup>When vehicle parking in the Parking Area occurs during a Warriors' basketball game, Licensor shall allocate the revenue derived from such vehicle parking among Raiders and the Warriors, in a fair and equitable manner.

<sup>3</sup>In the event of the use of the OACC Complex during a Football Event by a licensee or user other than the Warriors, Raiders shall receive all of its fifty percent (50%) of Football Parking Net Revenue. <sup>4</sup>In calculating Football Parking Net Revenue, the value of parking admission privileges included in any Seat Rights for Football Events shall be included. <sup>5</sup>A copy of the accounting delivered to Licensor by Licensor's concessionaires from time to time shall promptly be given to Raiders by Licensor. Raiders may demand that Licensor exercise Licensor's audit or examination rights under its concession agreement(s) once with respect to any given Football Season in the name of Licensor (but for the benefit of Raiders) and provide Raiders in writing with the results of such audit or examination; provided that Raiders shall bear one-half (1/2) of the expense of each such audit or examination. In the event Licensor exercises its audit or examination rights at its own election, Licensor shall provide Raiders with a written copy of the results of such audit or examination at no cost to Raiders. Food and beverage services provided at Football Events shall be of a level of quality and service that is at least as high as the highest levels provided at other professional football stadia in the United States and at prices competitive with those charged for comparable services in such other professional stadia; provided, that such prices shall be adjusted to reflect the geographical differences in the costs of providing such quality and services when measuring their competitiveness with the prices charged in other stadia.

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8.2 Novelties and Souvenirs. Raiders shall be entitled to receive one hundred percent (100%) of the revenue derived from the sale by Raiders or its concessionaires of souvenirs, novelties, and similar items relating to football including, but not limited to programs, at or around the OACC Stadium on the day of Football Events; provided, that Raiders shall not be entitled to receive any revenue derived from sales of souvenirs, novelties, programs and similar items at the OACC Complex at any time by other licensees of Licensor. Licensor agrees that it will not itself sell, or allow any party other than Raiders to sell, souvenirs, novelties, programs and similar items at the OACC Complex on the date of Football Events or scheduled related events except that another Conflicting Event Licensee may sell souvenirs, novelties and programs relating solely to its event. Raiders alone shall be entitled to select all sales concessionaires for such items; provided, that at no time shall such concessionaires be considered employees or independent.

contractors of Licensor, Licensor shall have no responsibility for such concessionaires and Raiders shall notify such concessionaires of the non-responsibility of Licensor. This Section 8.2 is intended for the benefit of the parties hereto and is not intended to create any third party beneficiary rights in any third party.

8.3 Consultation. Licensor agrees to consult with Raiders concerning and prior to the selection of Licensor's food and beverage concessionaire(s) following the expiration or other termination of Licensor's current food and beverage concession agreement(s).

8.4 Raider Promotions. Raiders shall have the right to engage in promotional "give away" programs of Raider souvenirs or memorabilia; provided, however, Raiders may not (a) without the prior written consent of Licensor engage in any program if such program involves the distribution of alcoholic beverages, or (b) engage in any program that may create a potential risk to the health or safety of persons attending Football Events.

8.5 No Limitation. Nothing contained in any of the Agreements is nor shall it be construed to be any limitation whatsoever on the right of Raiders to include advertising of any nature whatsoever in game programs or with respect to "give away" items.

8.6 Advertising and Stadium Name. Licensor and Raiders shall each be entitled to and/or share net revenues from advertising at the OACC Complex and the sale or license of the name of the OACC Stadium as set forth in applicable provisions of the Master Agreement.

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## 9. FOOTBALL EVENT EXPENSES

9.1 General. Licensor shall be solely responsible for the payment of all Football Event Expenses of each Football Event during the term of this License.

9.1.1 Football Event Expenses shall mean generally:

- (i) Those expenses specifically defined as such in this License;
- (ii) Licensor's direct costs incurred in placing the OACC Stadium and OACC Complex in a condition reasonably required for the playing of Football Events;

- (iii) Licensor's direct costs incurred in operating the OACC Stadium and OACC Complex for Football Events;
- (iv) Licensor's direct costs incurred in cleaning the OACC Stadium and OACC Complex following Football Events (which excludes the cost of cleaning the Parking Area which cost is assumed by the Parking Area concessionaire); and
- (v) During the 1995 Football Season, the roundtrip transportation costs (by team charter and guest charter) of Raiders personnel and their immediate families between Los Angeles and Oakland for such personnel to attend Pre-Season, Regular Season and Post-Season games which costs the Raiders shall use its reasonable best efforts to control.

Licensor shall determine the level of services in connection with Football Event Expenses in consultation with the Marketing Director and Raiders. Such services shall be reasonably consistent with the premier facilities in the NFL. Raiders may request, and Licensor shall provide, additional or special services at the sole cost and expense of Raiders.

9.2 Diamond Vision System. The Diamond Vision System is owned and operated by Licensor. The Athletics have agreed with Licensor to operate with its personnel the Diamond Vision System during Football Events. Raiders shall directly pay to Licensor all reasonable and customary costs attributable to, and Raiders shall receive any and all revenues derived from, the use and operation of the Diamond Vision System for Football Events; provided, however, that Raiders shall honor any noncompetition commitments of the Athletics or East Bay Entities. Licensor shall cause the owner and operator of the Diamond Vision System to operate the Diamond Vision System in accordance with Raiders' directions and NFL standards.

9.3 Raider Messages. Raiders may provide materials to the Diamond Vision System operator which materials shall be displayed on the Diamond Vision System and message board. Such materials (e.g., highlights, statistics, etc.) shall be prepared by Raiders at its sole cost and expense.

## 10. RAIDERS' COVENANTS

10.1 Football Events. Subject to the provisions of the Agreement, Raiders agrees to play and cause to be played in the OACC Stadium all Football Events for each Football Season during the term of this License.

10.2 National Football League Franchise. Raiders shall at all times during the term of this License maintain and operate a valid NFL franchise. No change in the rights and privileges of Raiders as an NFL member team shall relieve Raiders of its obligations under this License Agreement.

10.3 Name And Operation. During the term of this License, Raiders' professional football team shall be named the Oakland Raiders, or such other name as shall be selected by Raiders, which, in any event, shall contain the name "Oakland." Raiders agrees to use its best efforts to operate its professional football team at a level consistent with other member teams of the NFL.

10.4 Other Licensees. Raiders at all times will exercise its good faith and best efforts in working with other licensees of Licensor.

## 11. RADIO AND TELEVISION

11.1 Radio. Raiders shall have the right to broadcast and disseminate by radio or telephone or other method of transmission or communication, oral reports of all or any part of Football Events and to retain all compensation realized therefrom.

11.2 Television. Raiders shall have the right to broadcast and disseminate by means of VHF or UHF, cable, microwave or satellite transmission, or any other method of free to viewer or pay television all Football Events or to contract for such broadcasting or dissemination and to retain all compensation realized therefrom.

11.3 Away Games. East Bay Entities hereby acknowledge that Raiders shall have the right to broadcast and disseminate any and all reports of all of Raiders' games played away from the OACC Stadium and retain all compensation derived therefrom.

11.4 Identification. To the extent that Raiders is able to require that the name and location of the OACC Stadium be announced during radio and television (network, cable, national, local or otherwise) broadcasts of Football Events, Raiders shall require that the name and location of the OACC Stadium be announced at least three (3) times during each such broadcast.

## 12. MESSAGES

12.1 Electronic Message Board. Throughout each Football Season and for a reasonable period prior to the commencement of the ensuing Football Season, Licensor shall display on the electronic message board located adjacent to the Nimitz Freeway that the OACC Stadium is the home of the Oakland Raiders. During each Football Season, Licensor shall display on the electronic message board the date, time and opponent for the next Football Event.

12.2 Conflicting Events. Licensor will not cause to be shown on the Diamond Vision System during Football Events, any messages regarding other events that conflict with the date and time of future Football Events.

12.3 Display of Messages. In the event other licensees or users of the OACC Complex are allowed, during Football Events, to display messages promoting their team or future events, Raiders shall have the same right to display similar messages on the same terms throughout the OACC Complex.

## 13. OPERATION OF STADIUM

13.1 Party Responsible for Payment. Except as otherwise provided in this License, the party responsible for the payment of all or a portion of the costs of facilities, equipment or services described in this Section 13 shall be determined as follows:

(i) If an expense constitutes a Football Event Expense or something substantially similar thereto, within the meaning of Section 9.1 or as reasonably agreed by Licensor and Raiders, it shall be paid by Licensor;

(ii) If an expense is specifically excluded as a Football Event Expense, it shall be paid in full by the party designated as responsible therefor.

13.2 Equipment. Licensor shall provide the equipment and furnishings in the OACC Stadium required for the playing of Football Events by Raiders in accordance with NFL standards, including but not limited to goal posts in position, field markings, down markers, field benches, tables and chairs, clocks, and all other equipment usually provided for the performance of NFL games. Licensor shall provide telephone, television reception (in accordance with NFL requirements) and other electrical hook-ups between the field and coaches boxes ("Hook-ups") and provide access to the OACC Stadium telephone system from the press box. Licensor shall provide other equipment and

Hook-ups for the playing of Football Events that are typically provided by licensors or landlords to teams in the other NFL stadia. Licensor shall provide a first-class public address system (which in no event shall be construed to include the Diamond Vision System); lighting sufficient for color television broadcasts of Football Events, the current press box area until such time as a new press box area is constructed as part of the construction of Stadium Capital Improvements and the furniture and furnishings deemed appropriate by Licensor, and in accordance with NFL standards, if any, for the common areas, home and visiting team locker rooms, press lounge and the current press box area(s), game official's room, and the City of Oakland and Peralta Rooms. Raiders shall provide all equipment, furniture and furnishings to be located in the Raider Room and the Exclusive Area and any equipment, furniture and furnishings in the home team locker room which are in addition to or in place of equipment, furniture and furnishing of the type and quality typically provided in NFL team locker rooms. Licensor and Raiders each shall maintain all equipment, furniture and furnishings provided by each of them, respectively, in a clean and orderly condition and in a first-class state of repair.

13.3 Utilities. Licensor shall provide all heat, electricity, water, gas, sewage, scavenger services and janitorial services required for the use of the OACC Stadium by Raiders and the cost and expense of such items shall be a Football Event Expense. Utilities and similar charges for all telephone (except Raiders' telephone use charges), teletype, computer, telecopier, television, radio and similar communication services typically provided in NFL stadia shall constitute a Football Event Expense.

13.4 Personnel. Licensor shall provide all janitorial services reasonably required to clean up all areas of the OACC Stadium, Parking Area and Access Area used by Raiders or Raiders' attendees before and after Football Events. Licensor shall provide all personnel required for Football Events, including ticket sellers, ticket takers, ushers, security and traffic officers, janitors working during an event, laborers, clock operators, engineers, matrons, nurses and supervisors. The number and qualifications of personnel required for each game shall be established by Licensor based on Licensor's estimate of expected attendance. Licensor shall consult with Raiders on the adequacy of the number and qualifications of the personnel provided by Licensor at Football Events. Raiders shall select, at its sole cost and expense, a public address announcer and scoreboard and message board operators.

13.5 Additional Personnel. In addition to personnel provided by Licensor, Raiders may provide its own personnel for

Football Events; provided, however, that such personnel shall not interfere with Licensor's security system or the other activities of Licensor's personnel and shall not perform any services required to be provided hereunder by Licensor that are provided by Licensor's personnel subject to a union contract if such union contract would be violated by the provision of such services by Raiders personnel. Any such personnel provided by Raiders shall be the sole cost and expense of Raiders.

13.6 Playing Field. Licensor shall provide qualified personnel prior to and during the Football Season to put the playing field into a condition meeting NFL standards and a condition otherwise reasonably acceptable to Raiders for the playing of Football Events, to maintain such condition throughout the Football Season and to allow for the conversion of the playing field from a configuration suitable for the playing of professional baseball to a configuration suitable for the playing of professional football and vice-versa within a period of eight (8) hours. After the conclusion of the Athletics season, all dirt portions of the baseball field shall be sodded such that the entire playing field is in a condition meeting NFL standards and a condition otherwise reasonably acceptable to Raiders.

#### 14. REPAIRS, MAINTENANCE AND ALTERATIONS

14.1 Repairs. Licensor, at its sole expense except as provided in Section 9.1 herein, shall do all acts required to maintain the OACC Stadium, the special function areas, the Parking Area, Access Area, other public areas outside the OACC Stadium and all structures, equipment and fixtures located in the OACC Stadium, including Stadium Capital Improvements as first-class facilities in a clean, orderly and aesthetically pleasing manner, in a good state of repair and at a caliber consistent with that of other NFL stadia. All expenses incurred for maintenance and care of the OACC Complex and OACC Stadium, including the playing field, throughout the Football Season shall be paid by Licensor. Licensor shall be entitled to enter upon and perform all necessary maintenance and repairs of Stadium Capital Improvements. Licensor shall maintain the light standards and lighting fixtures and elements used to light the playing field.

14.2 Alterations. Subject to the rights and duties of Raiders pursuant to the Agreements, Licensor shall have the right, at its expense, to make such alterations or additions to the OACC Stadium and the structures, equipment and fixtures located therein, not owned by Raiders, as Licensor deems appropriate. Subject to the rights and duties of Raiders pursuant to the Agreements, Licensor shall also have the right to make alterations and additions to Stadium Capital Improvements,

other OACC Stadium real property owned by Raiders, and any other property of Raiders permanently affixed to the OACC Stadium with Raiders' consent, which consent shall not be unreasonably withheld or delayed. Raiders shall be deemed to be reasonably withholding its consent if any alteration or addition materially decreases or increases the number of seats in the OACC Stadium existing immediately prior to the change or if any change in any area of the OACC Stadium used by Raiders or persons attending Football Events or Related Events would materially and adversely affect the use of the area by Raiders contemplated hereunder.

14.3 Performance of Work. Licensor and its agents may perform any of the work described in Sections 14.1 and 14.2 above throughout the OACC Stadium at any time during a Football Season or otherwise. Any work performed during a use by Raiders of the OACC Stadium, except for work required to remedy an emergency situation threatening or causing material damage to persons or property, shall be performed in a manner that reduces as much as reasonably possible any interference with Raiders' use of the OACC Stadium; provided, that in no event shall such work interfere to such an extent that Raiders is unable to play a Football Event or conduct a prior scheduled related event.

## 15. ASSIGNMENT

15.1 Limitation. Prior to the end of the 2005 Football Season, Raiders shall not directly or indirectly assign or transfer any of its rights and interests or delegate any of its duties and responsibilities under this License to any other person or entity other than the NFL, without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed. Any assignment in violation of this Section 15.1 shall be void and without effect. For this purpose, the following shall be deemed to be indirect transfers:

(a) Any transfer of a general partnership interest in Raiders which in the aggregate exceeds fifty percent (50%) of all general partnership interests, which transfer occurs during the first twenty (20) months of the term of this License;

(b) Any transfer of an ownership interest in the general partner of Raiders which in the aggregate exceeds fifty percent (50%) of all such ownership interests, which transfer occurs during the first twenty (20) months of the term of this License;

(c) Any dissolution, merger, consolidation or reorganization of the general partner of Raiders (unless at least fifty percent (50%) of the interest in the



successor-in-interest of such general partner is owned or controlled by the present owner of the general partner of the Raiders), which dissolution, merger, consolidation or reorganization occurs during the first twenty (20) months of the term of this License; or

(d) Any change in the legal form of Raiders (unless at least fifty percent (50%) of the interest in the resulting entity is owned or controlled by the general partner of Raiders or the present owner of the general partner of the Raiders), which change occurs during the first twenty (20) months of the term of this License.

For this purpose, the following shall not be deemed to be direct or indirect transfers and are therefore permissible at any time:

(a) Any transfers of limited partnership interests in Raiders;

(b) Any transfer of an ownership interest in the general partner of Raiders which in the aggregate is less than fifty percent (50%) of all such ownership interests which transfer occurs after the first twenty (20) months of this License;

(c) Any dissolution, merger, consolidation or reorganization of the general partner of Raiders where at least fifty percent (50%) of the interest in the successor-in-interest of the general partner is owned or controlled by the present owner of the general partner of the Raiders which dissolution, merger, consolidation or reorganization occurs after the first twenty (20) months of this License;

(d) Any change in the legal form of Raiders where at least fifty percent (50%) of the interest in the resulting entity is owned or controlled by the general partner of Raiders or the present owner of the general partner of the Raiders, which change in legal form occurs after the first twenty (20) months of this License;

(e) Any transfer resulting upon the death of the general partner of the Raiders or owner of an interest in the general partner of the Raiders; and

(f) Any transfer to or for the benefit of the spouse and/or descendants of the general partner of the Raiders or owner of an interest in the general partner of the Raiders.

15.2 Procedure. In seeking the approval of Licensor to any assignment, Raiders shall deliver to Licensor the following information regarding the proposed assignee:

15.2.1 The legal form of the entity, along with copies of Articles and Bylaws of any corporation, partnership agreements and certificates of any partnership, or joint venture agreements, as the case may be.

15.2.2 A complete list of all principal officers, partners or owners holding more than a twenty percent (20%) ownership interest, and detailed biographical information about them.

15.2.3 Financial statements of the assignee for the last three (3) years, prepared by a certified public accountant reasonably acceptable to Licensor.

15.2.4 Copies of those portions of any agreement between Raiders and the proposed assignee relating to the proposed assignment.

15.2.5 A detailed financial plan and projection prepared by a qualified person or entity reasonably acceptable to Licensor showing the projected financial position and results of projected operations of the assignee for a reasonable period, not exceeding the three (3) years following any assignment.

15.3 Approval. Any approval of a proposed transfer or assignment by Licensor required hereunder, which approval may not be unreasonably withheld or delayed, may be made subject to Raiders not being in default under this License at the time the assignment is to become effective, to Raiders or the assignee paying all reasonable legal and accounting fees and all costs reasonably incurred by Licensor in giving the approval, and to an assignee assuming all the obligations of Raiders under the Agreements in a form reasonably acceptable to Licensor.

15.4 Discharge of Raiders. Upon completion of an approved assignment in accordance with this Part 15, Raiders shall be released and discharged from any further liability to Licensor under this License.

15.5 After 2005 Football Season. After the end of the 2005 Football Season, Raiders, if Raiders are not in default under the Agreements, may assign or transfer this License to a third party that has been approved as an NFL franchise owner by the NFL and agrees, by written assumption, to be responsible for timely performance of the Agreements.

16. DAMAGE AND DESTRUCTION

16.1 Major Damage - Repairable. Subject to Sections 8.1(d)(ii) and 8.1(e)(ii) of the Master Agreement, in the event there is damage to or destruction of the OACC Stadium such that (i) Raiders cannot reasonably use the OACC Stadium for Football Events ("Major Damage"); (ii) there are insurance proceeds or other funds available to Licensor to pay for eighty percent (80%) or more of the cost of repairing the damage; (iii) such repairs can be performed under applicable laws and other governmental rules and ordinances; and (iv) the work can be reasonably completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the damage, then this License shall remain in full force and effect. Licensor shall collect and expend all funds required to repair the damage at the earliest possible date. In the event that the repairable damage occurs to the Stadium Capital Improvements following the Completion Date thereof or to other OACC Stadium real property owned by Raiders or any other property of Raiders permanently affixed to the OACC Stadium, and Raiders is the recipient of insurance proceeds or other funds with respect to such damage, then Raiders shall immediately pay such insurance proceeds or other funds to Licensor in order to allow Licensor to proceed with repairs pursuant to its obligations hereunder. Licensor shall thereafter expend such insurance proceeds or other funds and all remaining amounts required to repair the damage at the earliest possible date. If Raiders has paid such insurance proceeds or other funds to Licensor and such proceeds exceed the amount required to be expended to repair the damage, any excess funds shall be returned by Licensor to Raiders. During the period that such damage is being repaired and Raiders cannot reasonably use the OACC Stadium for Football Events, Raiders, in accordance with the Master Agreement, shall have the right to play Football Events in any other stadium located in the principal marketing area of Raiders; provided, that if no such stadium(s) is reasonably available, on reasonable terms, in Raiders' principal marketing area, Raiders may play Football Events in any available stadium that is as close to Raiders' principal marketing areas as is reasonably possible. Raiders shall recommence playing Football Events in the OACC Stadium from the date specified by Licensor in a written notice delivered at least twenty (20) days before the first Football Event to be played in the OACC Stadium stating that the repair work has been completed to an extent such that the OACC Stadium can reasonably be used for Football Events; provided, that in no event shall Licensor be required to so notify Raiders for or shall Raiders be required to return to the OACC Stadium other than at the start of a Football Season.

16.2 Major Damage Not Repairable. In the event there is Major Damage to the OACC Stadium and (i) insurance proceeds or other funds are not available in an amount equal to at least eighty percent (80%) of the cost of repairing the damage; or (ii) the repairs cannot be performed under applicable governmental laws, rules and regulations; or (iii) the work cannot be reasonably completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the damage, Licensor, for a period of thirty (30) days after the facts regarding the extent of damage, lack of insurance proceeds or other funds or prohibition by governmental laws, rules and regulations become known to Licensor, shall have the right, exercisable by written notice to Raiders within the 30-day period, to terminate this License or to keep this License in force and proceed to repair the damage at Licensor's cost. If Licensor fails to notify Raiders of its election within the 30-day period, Licensor shall be deemed to have terminated the License. If Licensor elects to repair the damage and the work cannot reasonably be expected to be completed or in fact is not completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the damage, Raiders shall have the right, within thirty (30) days after receiving notification from Licensor of Licensor's election to repair the work (if the repairs cannot reasonably be expected to be completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season)) or within thirty (30) days of Raiders becoming aware (if the repair work will not be completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season)) that the work will not be completed by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season), to terminate this License without payment of any amounts, including amounts set forth in Section 8.2(c) of the Master Agreement by written notice to Licensor. If Licensor elects to repair the damage, then the provisions of Section 16.1, dealing with repairs, and Section 16.3, dealing with the obligations of Raiders during and after the repairs are made, shall apply. If Licensor elects to repair the damage, and if such damage has occurred to Stadium Capital Improvements following the Completion Date thereof or to other OACC Stadium real property owned by Raiders or any other property of Raiders permanently affixed to the OACC Stadium, and Raiders is the recipient of insurance proceeds or other funds with respect to such damage, then Raiders shall immediately pay such proceeds or other funds to Licensor in order to allow Licensor to proceed with repairs pursuant to its obligations under the OACC Stadium Agreement, and Licensor shall expend such proceeds or other funds and all remaining amounts required to make such repairs. If Raiders has paid such insurance proceeds or other funds to Licensor and such proceeds

exceed the amount required to be expended to repair the damage, any excess funds shall be returned by Licensor to Raiders. If Licensor does not elect to repair the damage and if such damage has occurred to Stadium Capital Improvements after the Completion Date thereof or to other OACC Stadium real property owned by Raiders or any other property of Raiders affixed to the OACC Stadium, and Raiders is the recipient of insurance proceeds or other funds with respect to such damage, then Raiders shall immediately pay such proceeds or other funds to Financing up to an amount equal to the unpaid balance of the OACC Project Loan and the Executive Suite Project Loan as such are defined in the Loan Agreement.

16.3 Less than Major Damage. In the event there is damage to or destruction of the OACC Stadium but there has not been a material reduction of seating and/or Parking Capacity so that Raiders can reasonably continue to use the OACC Stadium for Football Events, Licensor at its cost shall promptly repair the damage to the extent possible under applicable laws and shall do all acts required to protect users of the OACC Stadium from any hazards created by the area damaged or the repair work. If such damage occurs to Stadium Capital Improvements following the Completion Date thereof or to other OACC Stadium real property owned by Raiders or any other property of Raiders affixed to the OACC Stadium, and Raiders is the recipient of insurance proceeds or other funds with respect to such damage, then Raiders shall immediately pay such insurance proceeds or other funds to Licensor in order to allow Licensor to proceed with repairs pursuant to its obligations under the OACC Stadium Agreement. Licensor shall thereafter expend such insurance proceeds and other funds and all remaining amounts required to repair such damage by the earliest possible date. If Raiders has paid such insurance proceeds or other funds to Licensor and such proceeds exceed the amount required to be expended to repair the damage, any excess funds shall be returned by Licensor to Raiders. During the period of any such repairs, Licensor shall continue to perform all of its obligations hereunder, and, to the extent areas of the OACC Stadium used by Raiders are affected, Licensor shall provide temporary additional areas in the OACC Stadium or the OACC Complex where Raiders can continue to perform its activities to the extent such areas are available. In the event Licensor is unable to reasonably provide sufficient temporary areas, Raiders, in accordance with the terms of the Master Agreement, shall be responsible at its expense to obtain the use of such facilities as are required outside the OACC Complex. If Licensor shall receive any insurance proceeds for the relocation expenses of licensees of the OACC Complex, Licensor shall, in its discretion, pay a reasonable portion of such proceeds to Raiders for the purpose of defraying such relocation expenses incurred by Raiders.

16.4 Damage Liability. Except as provided in Section 17.4 below, Licensor's obligation to repair any damage shall not relieve Raiders of the liability to pay to Licensor, whether or not Licensor is required to repair the damage, the cost of repairing any damage caused by the negligent or wrongful act or omission of Raiders, its owners, employees, agents, contractors, and concessionaires and any other person who is a guest of Raiders.

16.5 Other Property Owned by Raiders. Except as otherwise provided in this License, Licensor shall have no liability for any cost or expense of any property owned by Raiders and located at the OACC Complex (other than Stadium Capital Improvements following the Completion Date) that is damaged or destroyed, unless such damage or destruction was caused by the negligent or wrongful act or omission of East Bay Entities, its employees, agents, contractors and any other person who is a guest of East Bay Entities.

## 17. INSURANCE

17.1 Public Liability for Football Events. In addition to the insurance provided for in Section 17.2 below, Licensor shall take out and maintain in full force and effect a comprehensive public liability insurance policy or policies in a form and with a company or companies reasonably acceptable to Raiders, insuring Licensor as named insured and the City, the County, the JPA and Raiders as additional insureds (by endorsement providing additional insureds with all rights and protections as are provided to the named insured) with respect to dates of Football Events only, against all direct or contingent loss or liability for damages for personal injury or bodily injury, death or property damage arising or allegedly arising out of the ownership, maintenance or use of all or any portion of the OACC Complex, as well as any operations of, or under the control of, Licensor or Raiders (including automobile non-ownership) upon, the OACC Complex. Licensor shall provide Raiders with a copy or copies of such policy or policies. Said policy or policies shall provide for a Combined Single Limit of One Million Dollars (\$1,000,000.00) primary coverage per occurrence for personal injury or bodily injury or death and for damage to property, and will provide for Fifty Million Dollars (\$50,000,000.00) excess of primary for each occurrence and a deductible of Five Thousand Dollars (\$5,000.00) for each occurrence. All deductibles payable under such policy or policies shall be paid equally by Licensor and Raiders. Such policy or policies shall stipulate that any other public liability and property damage insurance carried by the City, the County, the JPA, Raiders and/or Licensor, including insurance carried pursuant to Section 17.2 below, shall be excess and not contributory insurance. Said policy or policies shall

contain a standard cross-liability endorsement and an endorsement that a written notice of cancellation or of any material change in said policy or policies shall be delivered to Raiders, ten (10) days in advance of the specified date for cancellation or material change. The cost and expense of said policy or policies shall be a Football Event Expense paid by Licensor.

17.2 Raiders as Additional Insured

(a) In addition to the insurance provided for in Section 17.1 above, Licensor shall at all times take out and maintain in full force and effect a comprehensive public liability insurance policy or policies, in a form and with a company or companies reasonably acceptable to Raiders, insuring Licensor as named insured and the City, the County, the JPA and Raiders as additional insureds (by endorsement providing additional insureds with all rights and protections as are provided to the named insured) with respect to dates other than Football Events against all direct or contingent loss or liability for damages for personal injury or bodily injury, death or property damage arising or allegedly arising out of the ownership, maintenance or use of all or any portion of the OACC Complex, as well as any operations of or under the control of Licensor or Raiders (including automobile non-ownership) upon the OACC Complex. Licensor shall provide Raiders with a copy or copies of such policy or policies in each instance where Raiders is named as an additional insured. Said policy or policies shall provide minimum liability limits of One Million Dollars (\$1,000,000.00) primary coverage, subject to a Fifty Thousand Dollar (\$50,000.00) self insured retention, Fifty Million Dollars (\$50,000,000.00) excess coverage for personal injury or bodily injury, death or property damage. The cost and expense of said policy or policies shall be paid by Licensor.

(b) Licensor shall at all times take out and maintain in full force and effect a comprehensive casualty and property insurance policy or policies, in a form and with a company or companies reasonably acceptable to Raiders, insuring Licensor as named insured and the City, the County, the JPA and Raiders as additional insureds (by endorsement providing additional insureds with all rights and protections as are provided to the named insured) as their interests may appear against all direct or contingent loss or liabilities caused by or incurred as a result of the partial or complete destruction of Stadium Capital Improvements or other OACC Stadium real property owned by Raiders or any other property of Raiders affixed to the OACC Stadium. Licensor shall provide Raiders with a copy or copies of such policy or policies in each instance where Raiders is named as an additional insured. Said policy or policies shall provide for a minimum amount of coverage equal to the then

current replacement cost of Stadium Capital Improvements or other OACC Stadium real property, improvements or fixtures constructed by or owned by Raiders. The cost and expense of said policy or policies shall be paid by Licensor.

(c) Each policy or policies described in this Section 17.2 may provide for a deductible or self-insurance retention of up to One Hundred Thousand Dollars (\$100,000.00) for each claim to be satisfied by Licensor. Said policy or policies shall stipulate that any public liability and property damage insurance carried by the City, County and/or Licensor pursuant to this Section 17.2 shall be excess over and shall not contribute with any other public liability or property damage insurance which may be available to Licensor, City, County or Raiders in connection with a loss also covered by the insurance to be provided for by this subsection. Said policy or policies shall contain a standard cross-liability endorsement and an endorsement that a written notice of cancellation or of any material change in said policy or policies shall be delivered to Raiders, ten (10) days in advance of the specified date for cancellation or material change. Licensor shall require all users of the OACC Stadium to name Raiders as an additional insured on all policies said user provides to Licensor for the use of the OACC Stadium. Licensor shall further require that such policies shall expressly state that the insurance so provided is primary insurance and that any other insurance available to Licensor, the City, the County, the JPA or Raiders shall be in excess of, and shall not contribute with the insurance provided by the user. The cost and expense of said policy or policies shall be paid by Licensor.

17.3 Earthquake Coverage. Nothing in this Part 17 shall require Licensor or Raiders to take out or maintain in full force or effect any insurance policy or insurance policies insuring against damage to the OACC Stadium or Stadium Capital Improvements caused by earthquake. Notwithstanding the preceding sentence, if Licensor shall elect to take out and maintain in full force and effect such an earthquake policy or such earthquake policies, Licensor shall name the City, the County and the JPA as additional insureds fully and Raiders as an additional insured with respect to Stadium Capital Improvements only. Licensor shall be solely responsible for the cost of any such earthquake coverage.

17.4 Waiver of Subrogation. Licensor hereby releases Raiders, and Raiders hereby releases Licensor, from any and all claims or demands for damages, loss, expense or injury to the OACC Stadium, or to the furnishings and fixtures and equipment, or inventory or other property of either Licensor or Raiders in,



about or upon the OACC Stadium, as the cause may be, which is caused by or results from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only as to the extent of the insurance coverage. Licensor shall advise such insurer providing insurance pursuant to this Part 17 of these waiver of subrogation provisions and obtain the insurer's consent thereto.

## 18. TAXES

18.1 Existing Taxes. Licensor will pay prior to delinquency any tax imposed on the right of Raiders to own or occupy the Stadium Capital Improvements; provided, however, that Raiders shall be solely responsible for payment of any Excluded Taxes. Raiders shall be solely responsible for payment of any income taxes and any other taxes imposed by any governmental agency based on the ownership or operation of its football franchise including but not limited to the City of Oakland Business Tax (except under the circumstances and to the extent provided for in Section 18.2 below) and taxes based upon the sale of souvenirs, novelties and other property as described in Part 8 above.

*Amended  
Sugg § 4(h)*

18.2 Future Taxes. In the event that (i) a tax which is not in effect as of the date of this License (other than any Excluded Taxes) is imposed by any of the East Bay Entities on admissions or the right to attend events including Football Events, (ii) a tax which is specifically directed at the operation of sports franchises or the ownership or use of the OACC Complex (other than an income or franchise tax, tax imposed on net income or an Excluded Tax) is imposed by any other level of government and the request for such tax is initiated by any of the East Bay Entities, (iii) there is an increase in the rate of any tax imposed by any of the East Bay Entities (except to the extent such increase constitutes an Excluded Tax) or (iv) there is an increase by any other level of government over the rates in effect as of the date of this License (except to the extent such increase constitutes an Excluded Tax) and the request for such increase is initiated by any of the East Bay Entities, and such new tax described in (i) or (ii) above or increase described in (iii) or (iv) above is specifically directed at admissions or the right to attend events including Football Events, at the operation of sports franchises or the ownership or use of the OACC Complex (other than an income or franchise tax or tax imposed on net income) East Bay Entities shall pay the full amount of such new tax or tax increase directly to the taxing authority or reimburse Raiders for the full amount of such taxes attributable to such increase in rates if Raiders elects or is required to pay such tax directly.

*Amended  
Sugg § 4(i)*

## 19. INDEMNIFICATION REGARDING OACC STADIUM OPERATIONS

19.1 Raiders. Raiders shall indemnify, hold harmless and defend the JPA and Licensor, and their respective, officers, agents, employees, consultants and members of their governing boards, and each of them, from any and all claims, demands, actions, causes of action from parties other than East Bay Entities and all loss, liability, damages and costs (including reasonable attorneys' fees of counsel selected by Licensor) related to the use or operation of the OACC Complex arising out of the negligent or intentional act or omission of Raiders and its partners, agents and employees.

19.2 Licensor. Licensor shall indemnify, hold harmless and defend Raiders and Released Persons from any and all claims, demands, actions, causes of action from parties other than Raiders, and all loss, liability, damages and costs (including reasonable attorneys' fees of counsel selected by Raiders) related to the use or operation of the OACC Complex arising out of the negligent or intentional act or omission of Licensor or East Bay Entities or Licensor's or East Bay Entities' directors, officers, agents or employees.

## 20. INSOLVENCY OR BANKRUPTCY

Upon the filing of a petition by or against Raiders under the United States Bankruptcy Code, Raiders, as debtor in possession, and any trustee who may be appointed agree as follows: (a) to perform each and every obligation of Raiders under this License until such time as this License is either rejected or assumed by order of the United States Bankruptcy Court; (b) to pay as reasonable compensation for use and occupancy of the OACC Stadium any amounts due pursuant to this License; (c) to reject or assume this License within sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or within one hundred twenty (120) days (or such shorter term as Licensor, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter of the Bankruptcy Code; (d) to give Licensor at least forty-five (45) days prior written notice of any abandonment of the OACC Stadium (any such abandonment to be deemed a rejection of this License) (e) to do all other things of benefit to Licensor otherwise required under the Bankruptcy Code; (f) to be deemed to have rejected this License in the event of the failure to comply with any of the above; and (g) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

## 21. DEFAULT BY RAIDERS

21.1 Acts Constituting Defaults. In addition to the events specified as a default under this Section 21.1 or elsewhere in this License, the failure of Raiders (i) to pay any monetary obligations pursuant to Sections 3.1.3, 5.5, 8.1, 9.1, 13.2 and 17.1 of this License, within five (5) working days of Licensor's delivery to Raiders of an accounting for such amounts due, or (ii) to perform each covenant made under this License, including any abandonment of the OACC Stadium by Raiders, except as permitted by the Agreements, shall constitute a default hereunder and all such defaults shall also be considered defaults under the Master Agreement and other Related Agreements. However, Licensor shall not commence any action as a consequence of a default until the period of grace with respect thereto has elapsed, provided that such period of grace shall be in addition to the period during which Raiders may cure such default following the delivery of notice pursuant to California Code of Civil Procedure Section 1161.

21.1.1 Subject to Subparagraph 21.1.3 herein, Raiders shall have a period of thirty (30) working days from the date of written notice from Licensor within which to cure any default in the payment of any monetary obligations of Raiders under this License.

21.1.2 Raiders shall have a period of sixty (60) days from the date of written notice from Licensor within which to cure any other default under this License which is capable of being cured; provided, however, that with respect to any default which cannot reasonably be cured within sixty (60) days, the default shall not be deemed to be uncured if Raiders commences to cure within ten (10) working days from Licensor's notice and thereafter prosecutes diligently and continuously to completion all acts required to cure the default.

21.1.3 There shall be no period of grace with respect to any default by Raiders which is not specifically agreed to as capable of being cured. Licensor and Raiders stipulate that the only default not capable of being cured by Raiders is any sale, assignment, mortgage, pledge, hypothecation, encumbrance or other transfer of this License or any interest herein not authorized by Article 15 hereof or otherwise.

21.2 Right to Cure Default. All covenants and agreements to be performed by any party under the terms of this License shall be performed by such party at its sole cost and expense. If either party shall be in default of its obligations under this License to perform any act hereunder, and if such default is not cured within the applicable grace period (if any), the other

party may, but shall not be obligated to, perform any such act on the other party's behalf without waiving its rights based upon any default and without releasing the other party from any of its obligations. All sums so paid by either party and all incidental costs related thereto, together with interest thereon at the maximum legal rate of interest under California law from the date of such payment or the occurrence of such cost whichever occurs first, shall be paid by the defaulting party to the other party on demand.

## 22. CONDEMNATION

22.1 Complete Taking. If all or substantially all of the OACC Complex is taken for a public or quasi-public use through the exercise of the power of eminent domain or is transferred as a result of the threat of the exercise of the power of eminent domain, (a "Complete Taking"), this License shall cease and terminate as of the date the condemning authority acquires possession of the area taken.

22.2 Temporary Taking. If a part of the OACC Complex is taken for a public or quasi-public use through the exercise of the power of eminent domain or is transferred as a result of the threat of the exercise of the power of eminent domain, and the area taken can reasonably be expected to be replaced by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the taking (a "Temporary Taking") and the Temporary Taking does not interfere with the playing of Football Events or does not materially reduce seating capacity of the OACC Stadium or the number of vehicles capable of parking at the OACC Complex as such existed prior to the Temporary Taking, this License as it relates to the area taken and for the period taken or until the area taken is replaced, shall cease and terminate as of the date the condemning authority acquires possession of the area taken, but shall remain in full force and effect as to the portions thereof which were not the subject of the Temporary Taking. If the Temporary Taking does interfere with the playing of Football Events, or materially reduces the seating capacity of the OACC Stadium or the number of vehicles capable of parking at the OACC Complex as such existed prior to the Temporary Taking, then Licensor or Raiders shall have the option exercisable for thirty (30) days after the condemning authority takes possession of the area taken to terminate this License, in which event this License shall terminate as of the date the authority takes possession of the area subject to the Temporary Taking or the date designated by Raiders or Licensor in its election to terminate between the end of the then current Football Season and the commencement of the next-succeeding Football Season, whichever first occurs, and the Temporary Taking shall be treated as a Complete Taking. If

neither Licensor or Raiders elects to terminate, this License shall remain in full force and effect.

22.3 Partial Taking. If only a part of the OACC Complex is taken for a public or quasi-public use through the exercise of the power of eminent domain or is transferred as a result of the threat of the exercise of the power of eminent domain (a "Partial Taking") and such Partial Taking does not result in (a) any interference with the playing of Football Events; (b) any material reduction in the seating capacity of the OACC Stadium; or (c) any material reduction in the number of motor vehicles capable of parking at the OACC Complex as such existed prior to the Partial Taking, this License shall remain in full force and effect as to the portions thereof which were not the subject of the Partial Taking. If there is a Partial Taking, and (x) the area taken cannot reasonably be expected to be replaced by the commencement of the third (3rd) Football Season (counting a partial season as a Football Season) after the date of the Partial Taking, or (y) the Partial Taking does interfere with the playing of Football Events, or materially reduces the seating capacity of the OACC Stadium or the number of vehicles capable of parking at the OACC Complex as such existed prior to the Partial Taking, then Licensor or Raiders shall have the option exercisable for thirty (30) days after the condemning authority takes possession of the area taken to terminate this License, in which event this License shall terminate as of the date the authority takes possession of the area subject to Partial Taking or the date designated by Raiders or Licensor in its election to terminate between the end of the then current Football Season and the commencement of the next-succeeding Football Season, whichever first occurs, and the partial Taking shall be treated as a Complete Taking. If neither Licensor or Raiders elects to terminate, this License shall remain in full force and effect.

22.4 Award. All funds paid in connection with and all proceeds of any award or settlement paid as compensation for a Complete Taking, Temporary Taking or Partial Taking shall be paid to Licensor, except that: (i) to the extent that any portion of the award is for (a) moving or other relocation expenses of Raiders or (b) property owned by Raiders, such portion shall be paid to Raiders; and (ii) to the extent that any portion of the award is for (x) loss of Raiders' business or good will or (y) the value of the unexpired term of this License, such portion shall be paid to Raiders in the amount, if any, which exceeds the portions of the amounts of principal and interest then owing by Raiders under the Loan Agreement which are recourse obligations.

23. RELATIONSHIP OF PARTIES

Licensors and Raiders are independent contracting parties and no relationship between them as employer and employee, partners, joint venturers or otherwise shall be created by this License Agreement. Licensor shall in no event be responsible or liable for the payment of any contributions or taxes for Social Security, Workmen's Compensation Insurance, Unemployment Insurance, or retirement benefits, pensions or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Raiders for work performed under the terms of this License and Raiders shall notify all persons it pays remuneration or employs of same. Nothing in this Section 23 is intended to create any third party reliance between Licensor and any third party or Raiders and any third party.

24. NON-WAIVER

No delay or omission to exercise any right or remedy accruing to Licensor or Raiders, respectively, shall impair any right, power or remedy granted to Licensor or Raiders, respectively, or be construed to be a waiver of any similar or subsequent breach or default; provided, that neither party may delay or omit to exercise any right or remedy for a period as would cause the other party to justifiably and detrimentally rely on the fact that such a right or remedy would not be exercised. Any waiver of either party of a breach by the other party shall not be, or be construed to be, a waiver of any subsequent breach. No waiver shall be implied and each and every waiver of any kind by Licensor or Raiders, respectively, of any provision or condition of this License must be written and signed by Licensor or by Raiders, respectively.

25. REMEDIES

Unless otherwise specifically provided herein, all covenants and agreements to be performed by either party hereto under the terms of this License shall be performed by that party at its sole cost and expense. The services, covenants, and obligations on each party's part to be performed are unique and cannot be replaced and it would be difficult, if not impossible, to fully compensate such nondefaulting party by the payment of monetary damages and a breach or default will cause the nondefaulting party great and irreparable injury and damage. Therefore, the parties agree that the nondefaulting party will be entitled to seek a decree of specific enforcement for the breach of any of the obligations hereunder. If for any reason a decree of specific enforcement is not available in connection with the breach of this License, the nondefaulting party shall be entitled

in the alternative, subject to the limitations set forth in Section 10.2 of the Master Agreement, to seek to recover the full monetary damages available at law or in equity as a result of such breach or default.

## 26. UNAVOIDABLE DELAYS OR OCCURRENCES

26.1 Description. Subject to the specific conditions hereinafter set forth, neither Licensor nor Raiders shall be obligated to perform any term or condition of this License on its part to be performed and their time of performance shall be extended by the number of days elapsing during the period such performance is prevented by an event of Force Majeure. This License shall not terminate by reason of the occurrence of Force Majeure, irrespective of whether or not the OACC Stadium becomes untenable, except as otherwise provided herein or in the Agreements.

26.2 Effect. Except as otherwise provided in this License, for any period of this License that Raiders is prevented by reason of Force Majeure from playing Football Events in the OACC Stadium in accordance with the schedule of the NFL in any Football Season, Raiders may, in accordance with the terms of the Master Agreement, play Football Events in any other stadium located in the principal marketing area of Raiders that is reasonably available for use by Raiders, and if no stadium is reasonably available on reasonable terms in Raiders' principal marketing area, in an available stadium that is as close to Raiders' principal marketing areas as is reasonably possible.

26.3 Right to Use. Licensor shall have, and hereby reserves the right to use the OACC Stadium for any purpose during any period that Raiders is prevented by Force Majeure from playing Football Events in the OACC Stadium. All revenue received by Licensor during any such period shall be retained by Licensor and Raiders shall not be entitled to any part thereof.

## 27. BINDING ARBITRATION

27.1 New License Provisions. In addition to all other provisions set forth in this License, Raiders and Licensor agree to negotiate and bargain with each other in good faith with respect to the terms and conditions of all other subjects normally contained in this type of license agreement. If Raiders and Licensor are not able to agree upon the terms and conditions of these other subjects, they shall jointly submit these terms and conditions to a panel of three (3) arbitrators for binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association who shall be appointed as follows: (i) within ten (10) days of such submission, each party

shall appoint an arbitrator by written notice to the other party, and (ii) after both arbitrators have been so appointed, the two appointed arbitrators shall within ten (10) days select a third neutral arbitrator. If the arbitrators are unable to agree upon a third arbitrator, the third arbitrator shall be selected by the Chief Judge of the U.S. Court of Appeals for the Ninth Circuit. In determining the terms and conditions of the unresolved subjects, the arbitrators may consider (i) the terms and conditions applicable to other NFL franchisees, (ii) the physical capacity of the OACC Complex, (iii) the rights of other licensees to the OACC Complex, (iv) the objective of providing a high level of service and amenities to Raiders, (v) the interest of spectators in having a modern, efficient, safe, comfortable and convenient stadium in which to view football games, (vi) the cost of providing the disputed item and anticipated revenue therefrom, and how such cost is borne or shared and how such revenue is shared by other NFL football stadia and their NFL licensees, and (vii) any other similar factors. It is understood and agreed that this arbitration provision shall not apply to any dispute or controversy relating to or arising out of the performance of nonperformance of any of the other terms or conditions of this License or any Related Agreements unless mutually agreed to by the parties pursuant to Section 27.2. The parties shall each bear one-half of the costs and expenses of this arbitration, excluding their own costs and expenses, which each party shall bear itself. The arbitration hearing shall take place at Oakland, California, within thirty (30) days of the appointment of the arbitrators, at such time and place as they select. The arbitrators shall give written notice of the time and place of the hearing to both parties at least ten (10) days prior to the hearing. Upon the conclusion of the hearing, the arbitrators shall within ten (10) days execute and acknowledge their decision and deliver a copy to each party. The decision of a majority of the arbitrators shall be binding and conclusive (subject to confirmation pursuant to California Code of Civil Procedure Section 1285 et seq.) and shall not be subject to appeal.

27.2 License Disputes. In the event of a dispute between Licensor and Raiders involving performance under this License or interpretation of any of its terms and conditions, Raiders and Licensor may agree to submit such disputes to arbitration in accordance with the procedure established pursuant to Section 27.1.

## 28. ACCOUNTING

East Bay Entities agree to permit any person designated by Raiders, at Raiders' expense, to examine the financial records of East Bay Entities pertinent to payments by East Bay Entities to Raiders under this License of revenues received from third



parties. If, as a result of such examination, it is determined that the amount of any payment actually made by East Bay Entities to Raiders is less by five percent (5%) or more than the amount which should have been paid, then East Bay Entities shall reimburse Raiders upon demand for the costs of such examination.

29. TICKET INFORMATION

Upon termination of this License, if Raiders relocates its NFL franchise outside of Northern California, Raiders will make available to East Bay Entities all pertinent information it possesses concerning the identities, addresses and other information concerning the holders of Seat Rights, Suites and Football Tickets for the previous Football Season.

*Deleted  
Supp § 4(j)*

30. TIME AND NOTICE

30.1 Time. Time is of the essence of this License and all of its provisions.

30.2 Notice. Unless otherwise provided in any Related Agreement, all notices, requests, demands, consents, approvals and other communications required or permitted to be given or delivered under the Agreements shall be in writing and shall be considered given and received either (a) when delivered in person to the recipient as named below, (b) on the first business day after deposit in a sealed envelope, delivery prepaid, addressed to the party, with Federal Express or similar courier service guaranteeing overnight delivery, (c) on the fifth day after deposit in the United States Postal Service, in a sealed envelope, either registered or certified mail, return receipt requested, postage prepaid, addressed to the party, or (d) on the date of delivery shown in the records of the telegraph company after transmission to the party at the following address:

LICENSOR: Oakland-Alameda County Coliseum  
Nimitz Freeway and Hegenberger Road  
Oakland, CA 94621

RAIDERS: ~~Los Angeles Raiders~~  
332 Center Street  
El Segundo, CA 90245  
Attn: Amy Trask

*Amended  
Supp § 4(k)*

30.3 Change of Address. The addresses set out above may be changed from time to time by written notice in compliance with this section.

31. BINDING AND INUREMENT EFFECT

This License, subject to the provisions of Part 15 on assignments, shall bind and inure to the benefit of parties to this License and their respective successors and assigns. Notwithstanding any provision to the contrary in the Agreements, upon termination of the Coliseum Operating Agreement, all rights and obligations of Licensor pursuant to this Operating License shall be assigned to and assumed by the JPA, jointly and severally, or such East Bay Entity as they may designate, as if the JPA or such designee, as the case may be, were a party hereto, and such assignment and assumption shall be effective without further action by any party.

32. PAYMENTS

Any amounts payable under this License shall be paid in lawful money of the United State of America. Any amount due to Licensor or Raiders that is not paid when due shall bear interest from the date due until paid at the maximum legal rate permitted under California law.

33. RIGHT OF ENTRY TO EXCLUSIVE AREA

Licensor and Licensor's employees and agents shall have the right to enter the Exclusive Area upon the giving of reasonable notice and during regular business hours to inspect the area, to supply any service Licensor is required to provide, to alter, or repair the areas or the OACC Stadium including locating tools, scaffolds, equipment and other items required for the work to be performed; provided, however, that such entry shall not interfere with Raiders' use of the Exclusive Area. Licensor shall have a key to unlock all doors leading into the Exclusive Area solely for the purposes of exercising its rights under this paragraph.

34. ATHLETIC FACILITIES WARNING

California Civil Code Section 1812.97 provides the following:

WARNING: USE OF STEROIDS TO INCREASE STRENGTH OR GROWTH CAN CAUSE SERIOUS HEALTH PROBLEMS. STEROIDS CAN KEEP TEENAGERS FROM GROWING TO THEIR FULL HEIGHT; THEY CAN ALSO CAUSE HEART DISEASE, STROKE AND DAMAGED LIVER FUNCTION. MEN AND WOMEN USING STEROIDS MAY DEVELOP FERTILITY PROBLEMS, PERSONALITY CHANGES, AND ACNE. MEN CAN ALSO EXPERIENCE PREMATURE BALDING AND

DEVELOPMENT OF BREAST TISSUE. THESE HEALTH HAZARDS ARE IN ADDITION TO THE CIVIL AND CRIMINAL PENALTIES FOR UNAUTHORIZED SALE, USE, OR EXCHANGE OF ANABOLIC STEROIDS.

This notice shall be conspicuously posted in all locker rooms.

35. COMPLIANCE WITH LAWS

Subject to the provisions hereof, Licensor and Raiders shall each comply with all rules, regulations, ordinances, laws, orders and judgments of any governmental entity or any private entity, except for any private entity assuming Licensor's rights and obligations hereunder, having jurisdiction over the OACC Complex or Licensor or Raiders, in the performance of their respective obligations under this License. Raiders shall not create or permit to exist any nuisances or waste of the areas licensed under this License.

36. POST-SEASON RENT.

For each Post Season game played at the OACC Stadium prior to expiration of the term of the Operating License, the NFL shall pay to Coliseum a sum equal to twelve percent (12%) of the Football Ticket Revenues collected with respect to each such game, payable to Coliseum pursuant to standard NFL practice. ✓

DATED: August 7, 1995.

LICENSOR:

OAKLAND-ALAMEDA COUNTY  
COLISEUM, INC., a California  
non-profit corporation

By   
President

RAIDERS:

LOS ANGELES RAIDERS, a  
California Limited Partnership

By A.D. Football, Inc.  
a California corporation,  
its General Partner

By

  
Its President