



MEMORANDUM

TO: Interested Parties

FROM: Eric Grubman

DATE: June 25, 2015

SUBJECT: Request for Proposal

As you know, several NFL clubs are exploring the possibility of relocating to the Los Angeles market. If the NFL ultimately approves the relocation of one or more teams to Los Angeles, the League and its clubs would like to ensure a successful return to the market. A key step in that process is evaluating stadiums that can be used on a temporary basis by one or more teams for home games beginning as soon as 2016 while a new Los Angeles-based NFL stadium is constructed.

Temporary stadium use rights will be negotiated at the League level to ensure that these arrangements meet NFL guidelines and are developed in a timeframe that avoids complications to the venue and/or the NFL (e.g., scheduling). Any use rights would then be assignable to any club(s) approved by the NFL to relocate to the Los Angeles market. For your reference, the attached Exhibit A requests some of the information that the NFL may consider when evaluating a temporary stadium.

If you are interested in pursuing this opportunity, we invite you to submit a non-binding response to this request for proposal (“RFP”) indicating the key terms under which you would be interested in proceeding. While Exhibit A provides some guidance, you are welcome to submit any additional information you wish, including any enhancements that you would be prepared to include in your proposal (e.g., other services or opportunities).

We ask that you send a signed copy of the acknowledgement attached to this RFP as Exhibit B to [REDACTED] at your earliest convenience and in advance of any response to this RFP. Your response to this RFP should also be sent to [REDACTED] once completed. We currently intend to complete our initial review of submissions by August 5, 2015 and would expect to respond to you shortly thereafter. We currently plan to finalize any agreement(s) this Fall. League executives will be available to answer any questions you may have.

Thank you for your interest in the NFL, and for your efforts in preparing and submitting a proposal.

EXHIBIT A

NFL Request for Proposal – Summary of Certain Factors

One or Two Clubs	Please specify whether the venue will be able to accommodate one or two clubs. If the venue can accommodate two clubs and doing so would change other terms of the arrangements, please specify those differences throughout your response.
Term	Subject to League approval of a team or teams to relocate to Los Angeles, the NFL is seeking a lease beginning in 2016 with NFL options to extend annually until the new Los Angeles stadium is ready for use.
Rent / License Fee	Any annual amount payable by the club(s).
Admissions Tax / Ticket Surcharge / Other Fees or Surcharges	If any exist, please describe whether they would be imposed for NFL games and in what amounts.
Stadium Facility	<p>Please provide a description of the stadium facilities and features that will be available to the NFL, as well as any changes or improvements that would be required in order to accommodate the club(s). Such features to include seating bowl inventory (including premium inventory), locker rooms, training rooms, equipment rooms, operations booths, press box and other media facilities, technical features (e.g., wifi and other IT infrastructure), parking (e.g., spaces, distance from stadium, access, ingress and egress), concessions, fan amenities, team store (if any) and storage space, among others. Also, please describe facilities that will not be made available on NFL game day, if any. If other third parties own or control the rights to any of the foregoing, please make that clear in your response.</p> <p>Please also describe public transit options and capacity.</p>
Scheduling	<p>Describe ability to schedule NFL games from August through January each year, including any restrictions or existing scheduling obligations that could impact the ability to host an NFL game.</p> <p>Please also describe the extent to which the club(s) would be able to schedule non-game events at the stadium throughout the year (e.g. practices/scrimmages, season ticket holder events).</p>
Rights and Revenues	Describe NFL right to control the sale of all inventory for its game days and to retain related revenue, as well as any such rights that would not be controlled/retained by the NFL. Such inventory might include GA tickets, premium seating, loge boxes, suites,

	<p>hospitality and any private spaces at the stadium, concessions/pouring rights, advertising / sponsorship (excluding stadium naming rights)/signage, merchandise/novelties, parking, and broadcast/media rights.</p> <p>Please also provide a description of any exclusivities, obligations or restrictions that might impact such NFL rights, including sponsorship and signage, concessions, other.</p>
Day-of-Game Services and Expenses	<p>Describe ability to provide the following on NFL game days and a proposal regarding payments of related expenses:</p> <ul style="list-style-type: none"> (i) day of game services; (ii) equipment; (iii) personnel; and (iv) supplies.
Permits/Approvals/Insurance	<p>RFP response should provide a description of liability, workers compensation and other insurance covering the venue, which may be modified to cover NFL Ventures, the NFL, and its member clubs.</p>
Stadium Security	<p>Describe the extent to which the venue satisfies current best practices for stadium security, or the extent to which those best practices can be implemented for NFL events.</p>
NFL Guidelines	<p>Acknowledgement that NFL guidelines will need to be met, including those governing game operations, broadcasting, and other areas.</p>
Indemnification	<p>Describe any limits imposed under law on stadium rights holder's ability to indemnify NFL or its assignees.</p>

EXHIBIT B

Acknowledgement

The undersigned hereby acknowledges and agrees that, in order to participate in the NFL's request for proposal ("RFP") process regarding use of a stadium on a temporary basis by one or more NFL teams for home games, as described herein and in the NFL's invitation to the undersigned to participate in the RFP dated June 25, 2015 (the "Invitation"), the undersigned must acknowledge its agreement with the terms set forth herein by signing a copy of this acknowledgement and returning it to the NFL in advance of submitting an RFP response. Accordingly, the undersigned hereby acknowledges and agrees (and by its response to the RFP and participation in the RFP process will be deemed to further acknowledge and agree) that the NFL (i) reserves the right, without limitation, to accept or reject any or all responses to the RFP, (ii) reserves the right to consider any and all factors, regardless of whether those factors are listed in Exhibit A to the Invitation, in determining which interested parties, if any, are invited to participate in any subsequent phase(s) of the RFP process, (iii) reserves the right to alter the RFP process (including the timetable) at any time and in any manner, (iv) may enter into negotiations with more than one stadium owner or rights holder simultaneously, (v) is under no obligation to grant you, or any other stadium owner or rights holder, any rights, (vi) may elect not to enter into an agreement with you, in which case such decision shall not give rise to any rights or remedies in your favor, (vii) may consider or exclude any criteria in its contemplation of any responses to the RFP or any of its other options, (viii) shall have the right, in its sole discretion and at any time and in any respect, to terminate discussions with any and all prospective stadium owners and rights holders, and (ix) shall have the right to consummate a stadium use agreement and to abandon its pursuit of a stadium use agreement or to consummate alternative transactions, all without prior notice to you or other interested parties. The NFL shall have no obligation whatsoever with respect to a transaction or RFP response or other proposal or discussions related thereto until a definitive stadium use agreement has been executed and delivered by the NFL. Following the NFL's execution of such a definitive agreement, the NFL's only obligations shall be as set forth therein. Other than as set forth in an executed definitive stadium use agreement, no representations or warranties are made by the NFL to any interested party.

The undersigned further agrees, on its own behalf and on behalf of its affiliates and their respective officers, directors, agents, representatives, employees, successors and assigns (collectively, "interested parties"), that none of NFL Ventures L.P., the NFL or its member clubs, or their respective affiliates, members, stockholders, partners, directors, officers, employees or representatives, shall be liable to any interested party with respect to any loss, damage, cost or expense resulting from the participation or exclusion of such interested party in or from the process described in the RFP or this acknowledgement. Each interested party will be responsible for all costs and expenses it incurs during the investigation and pursuit of the RFP and any definitive stadium use agreement, including those of its advisors and other representatives. You shall not be entitled to recover any such cost from NFL Ventures L.P., the NFL, or the NFL's member clubs under any circumstances.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED TO BY:

Stadium Owner or Rights Holder

By: _____

Name:

Title:

Date: _____