

FIRST AMENDMENT TO SBL WEBSITE MARKETING AGREEMENT

This First Amendment to SBL Website Marketing Agreement (this "**First Amendment**") is made and entered into as of May 20, 2017 between STR Marketplace, LLC ("**STR**") and the Santa Clara Stadium Authority, a joint exercise of powers entity, created through Government Code Section 6500 *et seq.* ("**Stadium Authority**")

RECITALS

A. STR and Stadium Authority entered into that certain SBL Website Marketing Agreement, effective as of April 1, 2014 (the "**Existing Agreement**"), for the use of the Website (all terms defined in the Existing Agreement are used herein as defined therein) by Stadium Authority Seat License owners.

B. The parties now desire to amend the Existing Agreement to extend the Term and otherwise to maintain the contractual relationship between them. The Existing Agreement, as amended by this First Amendment, is sometimes referred to herein as the "**Agreement**".

AGREEMENT

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

1. **Recitals.** The provisions of the Recitals above are fully incorporated herein by this reference.

2. **Amendment to Agreement Provisions:**

2.1 **Section 2.6** of the Agreement is amended in its entirety to read as follows:

2.6 **Sponsorship Payments:** In consideration of the benefits provided to STR under this Agreement:

1. During the Term of this Agreement, STR shall pay the Stadium Authority a base annual Sponsorship Fee of \$325,000, paid as follows: Each calendar month during the Term, STR shall pay the Stadium Authority \$27,083.33 within ten (10) days after the end thereof, provided that the payments for each May during the Term shall be \$27,083.37;

2. During the Term of this Agreement, STR shall also pay the Stadium Authority in each calendar year, in a lump sum prior to May 31 of such year, fifty percent (50%) of the balance of such Transfer Fees (for the twelve (12) month period ending on such May 31) in excess of \$650,000.

2.2 **Section 5.1** of the Agreement is amended in its entirety to read as follows:

5.1 **Term:** The term of this Agreement, which is hereby acknowledged to have originally been effective until May 31, 2017, is hereby extended so that this Agreement shall remain in full force and effect until May 31, 2022; provided that Stadium Authority shall have the right to terminate this Agreement on May 31, 2020, and on May 31, 2021, in each case, by providing sixty (60) days' notice, prior to the date of termination. The provisions relating to required payments, representations and warranties and indemnity, and all provisions required to enforce the provisions of this Agreement, shall survive its termination.

2.3 **Section 6.1** of the Agreement is amended in its entirety to read as follows:

6.1 **Indemnity and Insurance.**

a. **Indemnity:** STR shall indemnify and hold harmless and defend the Stadium Authority and 49ers and their respective owners, shareholders, members, partners, managers, employees, affiliates, officers and directors from and against any and all claims, demands, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of STR's breach of this Agreement or the User Agreement (including any representation, warranty, covenant and/or obligation of STR set forth herein or in the User Agreement). STR shall defend all actions to which such indemnity applies and conduct the defense thereof at its expense through attorneys reasonably acceptable to the Stadium Authority and 49ers. The terms of this indemnity shall survive any termination or expiration of this Agreement.

b. **Insurance:** During the term of this Agreement, STR shall, at no cost to Stadium Authority, maintain insurance coverage for professional liability and data privacy and network security liability with limits of no less than \$1 million. The insurance policy covering data privacy and network security liability shall name Stadium Authority, the City of Santa Clara, Forty Niners Stadium Management Company LLC, Forty Niners SC Stadium Company and 49ers as an additional insureds and shall specifically state the coverage thereunder shall be deemed to be primary and not excess or contributory as respects any comparable insurance otherwise available to Stadium Authority.

STR shall furnish Stadium Authority with a certificate of insurance evidencing such insurance coverages, which shall further contain a provision that the policy or policies evidenced thereby shall not be canceled or modified without thirty (30) days advance written notice to Stadium Authority.

3. **Miscellaneous.**

3.1 **Ratification:** Except as modified by this First Amendment, all of the terms, conditions and provisions of the Existing Agreement, including the rights and obligations of the 49ers, shall remain in full force and effect and are hereby ratified and confirmed.

3.2 **Entire Agreement:** The Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and in the Existing Agreement. It is understood that there are no oral agreements between the Parties and their respective agents with respect to the subject matter thereof, and none shall be used to interpret or construe the Agreement.

3.3 **Authority:** Each signatory of this First Amendment represents hereby that he or she has the authority to execute and deliver it on behalf of the party hereto for which such signatory is acting.

3.4 **Counterparts:** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. This First Amendment may be executed by a party's signature transmitted by facsimile ("fax") or by electronic mail in portable document format ("pdf"), and copies of this First Amendment executed and delivered by means of faxed or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. The parties may rely upon faxed or pdf signatures as if such signatures were originals. A party executing and delivering this First Amendment by fax or pdf shall promptly thereafter deliver a counterpart of this First Amendment containing said party's original signature. The parties hereto agree that a faxed or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this First Amendment as if it were an original signature page.

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IN WITNESS WHEREOF, the Parties have entered into this First Amendment, as of the day and year first written above.

SANTA CLARA STADIUM AUTHORITY
a joint exercise of powers entity, created through Government Code Section 6500 *et seq.*

APPROVED AS TO FORM

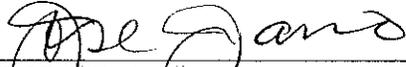


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Authority General Counsel



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ATTEST:



ROD DIRIDON, JR.
Authority Secretary

STR MARKETPLACE, LLC

By: 

Name: PRESTON HILL

Title: PRESIDENT