

SECOND AMENDMENT TO SBL WEBSITE MARKETING AGREEMENT

This Second Amendment to SBL Website Marketing Agreement (this "**Second Amendment**") is made and entered into as of _____, 2022 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 and amended as of May 30, 2017 (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 Second 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 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, then May 31, 2022 as amended, is hereby extended so that this Agreement shall remain in full force and effect until May 31, 2023. 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.

3. **Miscellaneous.**

3.1 Ratification: Except as modified by this Second 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 Second 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 Second 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 Second 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 Second 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 signatories. The parties may rely upon faxed or pdf signatures as if such signatures were originals. A party executing and delivering this Second Amendment by fax or pdf shall promptly thereafter deliver a counterpart of this Second 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 Second Amendment as if it were an original signature page.

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IN WITNESS WHEREOF, the Parties have entered into this Second 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

STADIUM AUTHORITY
COUNSEL

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

STR MARKETPLACE, LLC

By: _____

Name: _____

Title: _____

FORTY NINERS FOOTBALL COMPANY LLC

By: _____

Name: _____

Title: _____