SBL Website Marketing Agreement

This Agreement (this "Agreement"), effective as of April 1, 2014 (the "Effective Date"), is between STR MARKETPLACE, LLC ("STR") and the Santa Clara Stadium Authority ("STADIUM AUTHORITY"). This Agreement is the entire agreement between the parties pertaining to the Website (as defined below) and development and use of the Website, and supersedes all prior agreements and understandings relating thereto, written or oral.

WHEREAS, the STADIUM AUTHORITY is the builder and owner of Levi's Stadium located in Santa Clara, California and has sold, and expects to continue selling, Seat Licenses (as defined below) that grant the licensees thereunder certain rights to purchase tickets to events at Levi's Stadium, including the right to purchase season tickets to San Francisco Forty Niners football games;

WHEREAS, FORTY NINERS FOOTBALL COMPANY LLC ("49ers") owns the franchise for the San Francisco Forty Niners football team and has an interest in maintaining a market for the sale of its season tickets and has agreed with the STADIUM AUTHORITY to sell its season tickets to licensees of Seat Licenses;

WHEREAS, STR wishes to host the Website as the secondary market exchange for the purchase and sale of Seat Licenses and to acquire certain advertising benefits from the STADIUM AUTHORITY;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties hereby agree as follows:

1. Definitions

Unless otherwise defined herein, the following terms shall have the meanings described below:

Buyer: A "Buyer" is a person or entity that has purchased Seat Licenses from a Seller through a Completed Transaction or who has submitted an "Offer to Buy" in accordance with the terms of the User Agreement.

Transferee: A "Transferee" is a person or entity that has agreed to assume ownership of a Seat License from a Transferor through a Private Transfer.

Seller: A "Seller" is a person or entity that has sold its Seat Licenses to a Buyer through a Completed Transaction or who has listed its Seat Licenses for sale on the Website.

Transferor: A "Transferor" is a person or entity that has agreed to transfer ownership of its Seat License to a Transferee through a Private Transfer.

Completed Transaction: A "Completed Transaction" means a transaction where "Transaction Completion" has occurred as defined in the User Agreement and STR has made all payments required to Buyer and Seller.

Private Transfer: A "Private Transfer" means a transaction on the Website where the Transferee and Transferor have already reached agreement on a transfer and do not use the Website to reach a Final Price.

Private Sale Transfer: A "Private Sale Transfer" means a transaction on the Website where the Transferee and Transferor have already reached agreement on a transfer and do not use the Website to reach a Final Price but the Transferee utilizes the Website to transfer the funds from the Final Price to the Transferor.

Final Price: A "Final Price" is the final sales price for a Seat License that is agreed to by a Buyer and Seller.

Seat License: "Seat Licenses" shall mean the rights held by a Licensee; as such term is defined under a binding STADIUM AUTHORITY Stadium Builders License Agreement.

Term: The "Term" shall have the meaning assigned to it in Section 5.1 hereof.

User Agreement: The "User Agreement" is the user agreement published on the Website from time to time by STR that governs the relationship between STR and Sellers and Buyers and sets forth the requirements for use of the Website by Sellers and Buyers.

Stadium Website: The "Stadium Website" means the website or websites that the the STADIUM AUTHORITY maintains as official websites, and shall include, without limitation, http://www.levisstadium.com/ and any other website that the STADIUM AUTHORITY may maintain or designate as an official website during the Term.

Website: The "Website" means the website that is a secondary market exchange for the purchase and sale of Seat Licenses that is established and maintained by STR as provided herein.

2. **Obligations of STR**

2.1 **The Website:** STR shall design, develop, establish and maintain the Website with reasonable input from the STADIUM AUTHORITY and, to the extent it bears on the sale of 49ers season tickets, the 49ERS. STR shall use reasonable efforts to ensure that:

a. the Website is used exclusively for transactions relating to the sale and purchase of Seat Licenses;

b. the Website remains fully operational and functional during the Term; and

c. the Website is promptly restored to a fully functioning status in the event any of the Website functions are interrupted, delayed, halted or suspended for any reason.

2.2 **Website Use Fees:** STR shall charge the following fees ("Website Use Fees") on the Website:

a. For a Completed Transaction for Seat Licenses, STR shall charge Seller an amount equal to the greater of (a) ten percent (10%) of the Final Price or (b) two hundred fifty dollars ($250), and

b. For a Completed Transaction for Seat Licenses, STR shall charge Buyer an amount equal to the greater of (a) ten percent (10%) of the Final Price or (b) two hundred fifty dollars ($250), and

c. For a Private Transfer STR shall charge the Transferee a fee of one hundred dollars ($100) per seat.

d. For a Private Sale Transfer STR shall charge the Transferee an amount equal to the greater of (a)five percent (5%) of the Final Price or (b) a minimum of one hundred dollars ($100) per seat.

2.3 **Records and Audits:** STR shall maintain records of Completed Transactions, Private Sales and Private Transfers for a minimum of five (5) years after the end of the Term. The STADIUM AUTHORITY shall have the right to perform an audit of STR's records at its sole cost and expense upon reasonable notice at any time during the Term and for a period of five (5) years after the expiration or early termination of the Term. STR shall not be subject to audit more than once in any six month period provided that the STADIUM AUTHORITY and the 49ers shall have the right to receive copies of records on either of their reasonable requests made prior to the expiration of such five (5) year period.

2.4 **Compliance with User Agreement, Applicable Laws**. STR shall at all times comply with the terms of the User Agreement and, in performing its obligations hereunder, STR shall, at all times, comply with all applicable laws, rules, ordinances, orders, judgments and regulations of any and all applicable governmental and quasi-governmental entities, and all applicable rules and regulations of the National Football League.

2.5 **Exclusivity:** Except as set forth herein, STR shall not host or own an interest in (directly or indirectly) or operate any website that is a secondary market exchange for the purchase and sale of Seat Licenses.

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 an annual Sponsorship Fee of $325,000, paid as follows:

A. From April 1, 2014 through March 31, 2015, STR shall pay the STADIUM AUTHORITY $27,083.33 each month within ten (10) days after the end of each calendar month.

B. From April 1, 2015 through March 31, 2016, STR shall pay the STADIUM AUTHORITY $27,083.33 each month within ten (10) days after the end of each calendar month.

C. From April 1, 2016 through March 31, 2017, STR shall pay the STADIUM AUTHORITY $27,083.33 each month within ten (10) days after the end of each calendar month.

2. STR shall also pay the STADIUM AUTHORITY as follows:

A. For all transactions that are completed during the twelve month period from April 1, 2014 through March 31, 2015, STR shall pay the STADIUM AUTHORITY, in a lump sum prior to March 31, 2015, fifty percent (50%) of the balance of such Transfer Fees for that twelve (12) month period that exceeds $650,000.

B. For all transactions that are completed during the twelve month period from April 1, 2015 through March 31, 2016, STR shall pay the STADIUM AUTHORITY, in a lump sum prior to March 31, 2016, fifty percent (50%) of the balance of such Transfer Fees for that twelve (12) month period that exceeds $650,000.

C. For all transactions that are completed during the twelve month period from April 1, 2016 through March 31, 2017, STR shall pay the STADIUM AUTHORITY, in a lump sum prior to March 31, 2017, fifty percent (50%) of the balance of such Transfer Fees for that twelve (12) month period that exceeds $650,000.

2.7 **Other Charges:** STR may charge Buyers up to three percent (3%) of the Final Price as an additional charge for credit card transactions and may charge an additional charge for specific shipping methods, and STR shall have no obligation to pay to the STADIUM AUTHORITY any portion of these charges.

3. **Obligations**

3.1 **Exclusivity:** The STADIUM AUTHORITY shall not maintain nor permit on any Stadium Website any hyperlinks, advertising, promotion or mention of any other website that is a secondary market exchange for the purchase and sale of Seat Licenses.

3.2 **Licenses to Use marks**: The STADIUM AUTHORITY hereby grants to STR a non-exclusive, non-transferable, non-sublicenseable, limited right and license to use certain of the SCSA and, subject to any limitations on the STADIUM AUTHORITY'S rights to use, Levi's Stadium trademarks and copyrights (the "Stadium Marks") on the Website, solely in connection with transactions relating to Seat Licenses. 49ERS hereby grant to STR a non-exclusive, non-transferable, non-sublicenseable, limited right and license to use certain of the 49ERS' trademarks and copyrights (the "49ERS' Marks") on the Website within the 49ers Home Marketing Area, as defined by the National Football League and solely in relation to transactions relating to 49ers season tickets. STR understands that its use of the Stadium Marks and the 49ERS' Marks must comply with the respective style requirements of each of them and shall, at all times be subject to the approval of the grantor of the licenses hereunder. In the event that either such grantor notifies STR that STR is using any of their respective marks in a manner that

is contrary to the style requirements, STR shall promptly cease such nonconforming use. The STADIUM AUTHORITY or the 49ERS may also determine that any nonconforming use is a breach of this Agreement, and the STADIUM AUTHORITY agrees to declare a breach of this Agreement if the 49ers notify the STADIUM AUTHORITY of such determination and request such declaration. STR acknowledges that it will not obtain any rights or interests of ownership in the Stadium Marks or the 49ERS' Marks by any use of them. STR's right to use the Stadium Marks and the 49ERS' Marks as provided herein may not be assigned or transferred at any time. Upon termination of this Agreement, STR shall immediately cease use of the Stadium Marks and the 49ERS' Marks. STR agrees to promptly notify the STADIUM AUTHORITY and the 49ERS of any unauthorized use of the Stadium Marks or the 49ERS' Marks by others of which it becomes aware. STR shall have no right to bring, or require any party to bring, infringement or unfair competition proceedings involving the Stadium Marks or the 49ERS' Marks. Before using any of the Stadium Marks or the 49ERS' Marks, STR must submit to the STADIUM AUTHORITY or the 49ERS, as the case may be, artwork or other items which contain or incorporate any Stadium Marks or 49ERS' Marks for prior written approval, which approval may be withheld in the absolute discretion of the STADIUM AUTHORITY or the 49ers, as applicable. In addition to any other rights and remedies available under law, the STADIUM AUTHORITY or the 49ers may seek injunctive relief from any court of competent jurisdiction for any violation or infringement of its intellectual property.

3.3 **Transfer Rules:** The following transfer rules will apply to the Website:

a. STADIUM AUTHORITY will waive the collection of any internal transfer fee for any transfer of Seat Licenses completed using the Website;

b. STADIUM AUTHORITY will waive any restrictions regarding the number of transfers permitted per calendar year for any transfer of Seat Licenses completed using the Website;

c. STADIUM AUTHORITY will accept transfers throughout the calendar year for any transfers of Seat Licenses consummated on the Website, subject to its right to reject any person as an owner of a Seat License in accordance with the Stadium Builders License Agreement.

d. STADIUM AUTHORITY will permit Buyers and Sellers, as well as Transferors and Transferees, to submit separate counter-signed transfer forms.

e. STADIUM AUTHORITY will accept, as a matter of form, original transfer forms, fax copies of transfer forms or digital transfer forms submitted through an online signature process approved in advance by the Stadium Authority. All transfer forms must be accompanied by a copy of a state issued driver's license or passport.

f. STR will be responsible for assuring that all transfers comply with the requirements of the Stadium Builders License Agreement.

3.4 **Cooperation with STR:** Subject to the then-applicable STADIUM AUTHORITY Website Privacy Policy and any legal restrictions pertaining to personally identifiable information and all other applicable laws and regulations, the STADIUM

AUTHORITY, as applicable, shall provide STR with information necessary to process transactions on the Website..

3.5 Additional Undertakings:

(a) During the Term, in addition to the rights under Section 3.2, the STADIUM AUTHORITY will:

(i) at a minimum of four (4) times per calendar year, advertise the services being provided by STR through email communication to Seat License holders and general fans as determined by the STADIUM AUTHORITY, in its sole discretion; and

(ii) will maintain one banner or standard web advertisement on the Stadium Website.

(b) During the Term, in addition to the rights under Section 3.2, the 49ERS will, for the benefit of the STADIUM AUTHORITY, provide the following to assist the STADIUM AUTHORITY and STR:

(i) One (1) dedicated email blast to season ticket holders each contract year; and

(ii) STR shall have a full-page advertisement in the 49ERS Gameday magazine for pre-season and regular season home games (STR shall provide artwork); and

(c) the 49ERS shall maintain operational hyperlinks to the Website on any 49ERS website under or otherwise conspicuously connected with any webpage relating to season tickets, with a hyperlink sending a user directly to the Website.

With respect to each advertisement referenced above, STR shall prepare and produce such material, at STR's sole expense (unless otherwise agreed by the STADIUM AUTHORITY or the 49ERS, as applicable), in final form or such form that reasonably approximates the anticipated final form of such advertisement and shall provide such material to the STADIUM AUTHORITY or the 49ERS at least thirty (30) days (or such shorter period as they may mutually agree) prior to the first date on which such advertisement is to be broadcast, published, distributed or displayed hereunder. The form, content and presentation of each advertisement shall be subject to the approval of the STADIUM AUTHORITY or the 49ERS, as applicable. the STADIUM AUTHORITY or the 49ERS, as applicable, shall notify STR of its approval or rejection of all or part of the proposed advertisement within ten (10) days after receipt of STR's submission thereof.

STR represents, warrants and covenants that the use (as approved by STR) of any content or materials prepared or provided by STR for any advertising under this Agreement does not and will not infringe any copyright, trademark, right of privacy or any other right of any third party and that STR has all necessary rights for the use of such content and materials in connection with the subject advertisement as contemplated in this Agreement.

4. Intellectual Property Rights; Customer Information

4.1 **Intellectual Property Rights:** Except for the license granted to STR under this Agreement to use the Stadium Marks and the 49ers Marks, all intellectual property rights in the Website shall remain the sole property of STR. In addition to any other rights and remedies STR may have, STR may seek injunctive relief from any court of competent jurisdiction for any violation or infringement of its intellectual property.

4.2 **Customer Information:** During the term of this Agreement, customers of the Website (each a "Customer") may provide STR with personally identifying information during a registration process or otherwise (collectively "Customer Information"). STR agrees that as between the parties Customer Information shall be Confidential Information of the STADIUM AUTHORITY and 49ERS, as applicable, and will be kept confidential and secure at all times, except that STR may disclose Customer Information pursuant to STR's obligations to a Buyer or Seller, pursuant to STR's obligations under this Agreement, and pursuant to STR's rights of disclosure reserved under the User Agreement. Except as provided in the preceding sentence, STR shall not use or disclose any Customer Information, except as necessary to perform its obligations hereunder or except as authorized in writing by the STADIUM AUTHORITY and 49ERS, as applicable. The parties agree that if there is any breach of personal information security, STR will immediately notify the STADIUM AUTHORITY and 49ERS in writing, and if such breach is subject to any law requiring notification to customers and/or government authorities of such breach, STR will provide all such required notices and will indemnify and hold harmless the STADIUM AUTHORITY and the 49ers, and each of their respective affiliates, officers, directors, agents and employees against all claims arising from such breach. STR shall in all events comply with all legal requirements and shall use its best efforts to comply with the provisions of this Section 4.2 in full compliance with all applicable laws.

5. Term; Termination

5.1 **Term:** The term of this Agreement (the "Term") shall commence upon the Effective Date and shall remain in full force and effect thereafter until March 31, 2017. 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.

5.2 **Termination:** Either party may terminate this Agreement for the other's breach by providing thirty (30) days notice that describes the breach. The termination for breach will not be effective if the breach is cured within the notice period. In addition, the STADIUM AUTHORITY may terminate this Agreement if STR is in breach of the User Agreement by providing thirty (30) days notice that describes the breach. The termination for breach of the User Agreement will not be effective if the breach is cured within the notice period.

5.3 **Procedures upon termination or expiration:** After the date of termination or expiration of this Agreement, STR shall cease accepting new listings for Seat Licenses on the Website. Within two (2) business days after the date of termination or expiration of this Agreement, STR shall remove all listings for Seat Licenses on the Website for which no offer has been accepted by the Seller. STR shall promptly pay the SCSA 50% of all revenues received regardless of whether they are received before or after termination of this Agreement. Within

fifteen (15) days after the date of termination or expiration, STR shall shut down the Website so that it is no longer accessible on the Internet, but STR may thereafter operate a website as a secondary market for Seat Licenses so long as STR does not engage in any form of conduct that would cause a user to believe that a relationship of any kind exists between the STADIUM AUTHORITY and STR. Nothing in the foregoing shall preclude fair use of any trademarks or copyrights or any other rights that STR might have notwithstanding this Agreement; provided that STR shall have no rights to use, and shall not use, the Stadium Marks or the 49ers Marks after termination of this Agreement.

6. **Indemnity, Exclusions, Release**

6.1 **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.

6.2 **Representations and Warranties**:

a. Mutual Representations and Warranties: Each party hereby represents and warrants to the other that: (i) it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) it has duly executed and delivered this Agreement; (iii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof; and (iv) its execution, delivery, and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any arrangement or agreement to which it is a party or by which it is bound.

b. Further Representations and Warranties of STR: STR further represents and warrants that: (a) it has obtained all rights and licenses necessary to operate the Website and any services related to this Agreement as contemplated herein, (b) it will operate the Website and provide services hereunder in compliance with all applicable California and other laws, rules and regulations, and (b) to the knowledge of STR, the Website and any services related to this Agreement do not infringe upon or misappropriate any right of any third party, however denominated including, but not limited to any copyright, trademark, patent or trade secret.

6.3 **Exclusion of Certain Damages:** Except for STR's obligation of indemnity and defense under Sections 4.2 and 6.1 (Indemnity), no party shall be liable to any other party for any lost profits or special, consequential, incidental, indirect, special, or exemplary damages relating to Seat Licenses, the Website or any services relating to the Website. Except for third party claims arising under Sections 4.2 and 6.1 (Indemnity), or claims arising from any violation of laws, each party's liability to any other party to this Agreement is limited to the payments provided by STR to the STADIUM AUTHORITY.

7. General Terms

7.1 **Entire Agreement:** This Agreement is the entire agreement between the parties pertaining to the Website and development and use of the Website and supersedes all prior agreements and understandings relating thereto, written or oral.

7.2 **Modification.** This Agreement may only be modified by a written agreement signed by all parties. No amendment, modification or supplement of any provision of this Agreement shall be valid except as provided in this section.

7.3 **Independent Relationship:** The parties are independent contractors. Nothing in this Agreement creates any relationship between the parties of agency, partnership, joint venture, employer-employee, or franchisor-franchisee.

7.4 **Notices:** All notices required or permitted under this Agreement shall be provided in writing by certified mail, return receipt requested, addressed as follows:

If to STR:

STR MARKETPLACE
550 Westcott St.
Suite 500
Houston, Texas 77007
Attn: President

If to the Santa Clara Stadium Authority:

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Executive Director

If to the San Francisco 49ERS:

4949 Marie P. DeBartolo Way
Santa Clara, CA 95054
Attn: Vice President of Ticketing & Suites

7.5 **Governing Law; Personal Jurisdiction; Venue:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without reference to conflicts of law rules.

7.6 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected.

7.7 **Assignability:** No party to this Agreement may assign its rights or delegate its duties hereunder without the prior written consent of the other parties, which consent may be withheld in their sole discretion.

7.8 **Press Releases:** No party to this Agreement may issue any press announcement or other public communication regarding the subject matter of this Agreement until all parties have agreed to its content and the timing of the release; provided, however, that the SCSA may make public the terms of this Agreement as part of its approval process or as otherwise required by law.

STR MARKETPLACE, LLC Signature: _____ Name: PRESTON HILL Title: PRESIDENT Date: 3-13-14	
Entitled to benefits as set forth in this Agreement, but obligated only to the specific grant of rights in Paragraph 3.2 and specific 49er sponsorship rights set forth in Paragraph 3.4	**SAN FRANCISCO 49ERS** Signature: _____ Name: JAMIE BRANDT Title: VP Ticket Ops Date: 3/14/14

Signatures continued on next page

STADIUM AUTHORITY:

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
Stadium Authority Counsel

JULIO J. FUENTES
Executive Director

ATTEST:

ROD DIRIDON, JR.
Secretary

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

RESOLUTION NO. 14-1 (STADIUM AUTHORITY)

A RESOLUTION OF THE SANTA CLARA STADIUM AUTHORITY APPROVING AN AGREMENT WITH STR MARKETPLACE LLC AND THE FOURTH AMENDMENT TO THE STADIUM MANAGEMENT AGREEMENT

BE IT RESOLVED BY THE SANTA CLARA STADIUM AUTHORITY AS FOLLOWS:

WHEREAS, the Santa Clara Stadium Authority ("Authority"), a joint exercise of powers entity, created through Government Code Section 6500 *et seq.*, is engaged in various activities designed to lead to the development of a 68,500 seat stadium suitable for professional football ("Stadium Project") on a property located at Tasman and Centennial Drive ("Stadium Site"); and

WHEREAS, the Authority entered into an agreement with Legends Premium Sales to sell stadium builders licenses ('SBLs') for the Stadium Project and subsequently has sold SBLs for a majority of the seats in the Stadium; and

WHEREAS, the Authority now desires to enter into a Website Marketing Agreement with STR Marketplace, LLC ("STR") to allow STR to create a secondary marketplace website for the sale of SBLs by SBL holders; and

WHEREAS, the Authority also desires to enter into the Fourth Amendment to the Stadium Management Agreement with Forty Niners Stadium Management Company LLC ("Stadium Manager") to include within Stadium Manager's duties the management and administration of the Authority's obligations under the STR agreement and the administration of the SBLs, including the invoicing and collection of payments under the SBL agreements upon the expiration of the Legends Agreement; and

WHEREAS, the Staff Report provides additional information upon which the findings and actions set forth in this Resolution are based.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE SANTA CLARA STADIUM AUTHORITY AS FOLLOWS:

1. That the Board of the Authority hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. The Board of the Authority hereby approves the Website Marketing Agreement with STR Marketplace, LLC and the Fourth Amendment to the Stadium Management Agreement , and authorizes the Executive Director to enter into and execute the Website Marketing Agreement and the Fourth Amendment to the Stadium Management Agreement on behalf of the Authority, substantially in the form on file with the Authority Secretary, with such revisions as are reasonably determined necessary by the Authority signatory, such determination to be conclusively deemed to have been made by the execution of such agreement by the Authority signatory. The Executive Director is authorized to implement the Website Marketing Agreement and the Fourth Amendment to the Stadium Management Agreement and take all further actions and execute all other documents which are necessary or appropriate to carry out the Website Marketing Agreement and the Fourth Amendment to the Stadium Management Agreement.

3. The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to carry out the Authority's obligations pursuant to this Resolution, the Website Marketing Agreement and the Fourth Amendment to the Stadium Management Agreement.

4. The Authority Secretary shall certify to the adoption of this Resolution.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the

remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE SANTA CLARA STADIUM AUTHORITY, AT A REGULAR MEETING THEREOF HELD ON THE 18TH DAY OF MARCH, 2013, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill and Chairperson Matthews
NOES:	BOARD MEMBERS:	None
ABSENT:	BOARD MEMBERS:	None
ABSTAINED:	BOARD MEMBERS:	None

ATTEST:

ROD DIRIDON, JR.
SECRETARY OF THE STADIUM AUTHORITY
SANTA CLARA STADIUM AUTHORITY

Attachments incorporated by reference:
1. STR Website Marketing Agreement
2. 4th Amendment to Stadium Management Agreement

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