

AMENDMENT TO STADIUM BUILDERS LICENSE AGREEMENT

This AMENDMENT TO STADIUM BUILDERS LICENSE AGREEMENT (this “Amendment”), effective as of [Date] (the “Amendment Effective Date”), amends the STADIUM BUILDERS LICENSE AGREEMENT, dated as of [Date] (the “Agreement”), by and between the Santa Clara Stadium Authority (“Stadium Authority”), and [Name] (“Licensee”). Capitalized terms not defined herein have the meaning given to them in the Agreement.

WHEREAS, Forty Niners Stadium Management Company LLC (“Stadium Manager”), as agent for the Stadium Authority, and Licensee have agreed to modify the terms of the Agreement as a result of the recent public health crisis and governmental restrictions on large venues;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the Stadium Manager and Licensee agree to modify the Agreement as follows:

1. Section 1(q) of Exhibit C of the Agreement shall be amended and restated in their entirety as follows:

“**Term**” means the period beginning on the date the Stadium first opens and ending on July 31 twenty-one (21) years after the date the Stadium first opens (anticipated to be 2014 in which case the Term would expire on July 31, 2035), or, if this Agreement is signed after the date the Stadium first opens, then the Term shall begin on the date the Agreement is signed by the Licensee and end at the expiration of twenty-one (21) years after such date.

2. Licensee acknowledges and agrees that Licensee shall not be entitled to receive any tickets, benefits, or other rights under the Agreement during the period from April 1, 2020 until March 31, 2021. In no event shall Licensee receive tickets under the Agreement for Team Games played during the 2020 NFL Season.

Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

[NAME]

STADIUM AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Account No. _____