

**FIFTH AMENDMENT
TO INTERIM FUNDING AGREEMENT
FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES**

This FIFTH AMENDMENT TO INTERIM FUNDING AGREEMENT FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES (“Amendment”) is entered into effective as of November 15, 2025 (“Effective Date”) between the City of Santa Clara, California, a chartered California municipal corporation (“City”) and Bay Area Host Committee, a California 501(c)(6) nonprofit corporation (“BAHC”) (each a “Party” and collectively the “Parties”) with reference to the following facts:

RECITALS

- A. The Parties previously entered into an agreement entitled “Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities,” dated January 1, 2025 (“Original Agreement”) for the purpose of providing for payment by BAHC of all “Eligible Costs,” directly incurred by the City in connection with the provision of “Event Planning Work” for Super Bowl LX, pending the execution of a “League Event Agreement” all as more particularly defined in the Original Agreement.
- B. The Parties agreed to extend the term of the Original Agreement pursuant to the terms of that certain First Amendment to Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities dated June 1, 2025 (“First Amendment”) and that certain Second Amendment to Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities dated July 14, 2025 (“Second Amendment”), that certain Third Amendment to Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities dated September 1, 2025 (“Third Amendment”), and that certain Fourth Amendment to Interim Funding Agreement for Super Bowl LX Planning and Preparation Activities dated October 1, 2025 (“Fourth Amendment”).
- C. The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment (the “Agreement”), is currently set to terminate either upon the execution of a League Event Agreement, or on November 15, 2025, whichever is earlier.
- D. In consideration of the additional time necessary to finalize the terms of a League Event Agreement, and the additional Eligible Costs expected to be incurred by City in connection with the provision of Event Planning Work for Super Bowl LX, the Parties now wish to amend the Agreement with this Fifth Amendment to extend the term of the Agreement.
- E. Except as otherwise expressly provided, capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the above recitals, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 4.1 of the Agreement, entitled “Term; Termination of Agreement” is amended to read in full as follows:

“This Agreement shall terminate upon the earlier to occur of (i) December 15, 2025, or (ii) the execution of the pending League Event Agreement, unless further extended by written agreement, or earlier terminated pursuant to the terms of Section 4.2 below.”

2. Except as set forth herein, all other terms and conditions of the Agreement, including **Exhibit A**, shall remain unmodified and in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment, the provisions of this Amendment shall control.

[NEXT PAGE IS SIGNATURE PAGE]

**SIGNATURE PAGE TO FIFTH AMENDMENT
TO INTERIM FUNDING AGREEMENT
FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized signatories as of the Effective Date.

“CITY”

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 11/15/2025 | 8:09 PM PST

Signed by:

Glen Googins

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GLEN R. GOOGINS
City Attorney

DocuSigned by:

Jovan Grogan

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JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210

“BAHC”

BAY AREA HOST COMMITTEE
A CALIFORNIA 501(C)(6) NONPROFIT CORPORATION

Dated: 11/15/2025 | 5:01 PM PST

By (Signature):

DocuSigned by:

Zaileen Janmohamed

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Name: Zaileen Janmohamed

Title: President and Chief Executive Officer

Principal Place of Business Address: 444 Castro Street, Suite 150

Mountain View, CA 94041

Email Address: zaileen@bayareahostcommittee.com