

THIRD AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES

This THIRD AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES (this “Third Amendment”), effective as of October 1, 2024 (the “Third Amendment Effective Date”), amends the AGREEMENT FOR THE PERFORMANCE OF SERVICES, dated as of February 15, 2017 (the “Agreement”), by and between **Forty Niners Stadium Management Company LLC** (“Stadium Manager”), a Delaware limited liability company, with principal offices at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054, and **ABM Industry Groups, LLC**, a Delaware limited liability company, with its principal place of business located at 205 Dupont Street, San Jose, CA 95126 (“Contractor”). Capitalized terms not defined herein have the meaning given to them in the Agreement.

WHEREAS, Stadium Manager and Contractor entered into the Agreement for an initial term commencing April 1, 2017 and expiring March 31, 2022 (“Initial Term”) provided Stadium Manager held a unilateral option to renew for an additional two (2) year period; and

WHEREAS, Stadium Manager exercised the unilateral option to renew for a first renewal term commencing April 1, 2022 and expiring March 31, 2024 (“First Renewal Term”); and

WHEREAS, Stadium Manager and Contractor agreed to extend the Agreement on a month-to-month basis up to a maximum of six (6) months commencing April 1, 2024 (“Second Renewal Term”);

WHEREAS, Stadium Manager and Contractor now desire to further extend the Agreement on a month-to-month basis up to a maximum of six (6) months commencing October 1, 2024 (“Third Renewal Term”).

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

1. Amendment. The Third Renewal Term shall commence on October 1, 2024, and shall continue until the terminated by Stadium Manager with thirty (30) calendar days’ advance written notice to Contractor provided in no event shall the Third Renewal Term exceed six (6) months from the commencement date set forth above.
2. Amendment. Exhibit B to the Agreement is amended and restated in its entirety as attached to this Third Amendment. The revised Exhibit B shall take effect and apply to Services rendered during the Third Renewal Term.

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

Signatures on Following Page

IN WITNESS WHEREOF, Stadium Manager and Contractor have caused this Third Amendment to be executed by an authorized representative as of the Third Amendment Effective Date.

ABM INDUSTRY GROUPS, LLC

By: _____

Name: Art Rodriguez

Title: Vice President, Sports & Entertainment

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____

Name: Francine Hughes

Title: EVP & General Manager

EXHIBIT B

CONTRACTOR COMPENSATION AND FEES - THIRD RENEWAL TERM

Compensation to Contractor for the Services performed under this Agreement during the Third Renewal Term shall be paid at the rates specified below.¹

THIRD RENEWAL TERM RATES	
EVENTS	
Supervisor/Dispatcher	\$35.00
Lead	\$33.95
Window & Pressure Washer	\$30.28
Utility & Compactor Room	\$30.28
Suite/Club Staff	\$29.46
Sweeper/Restrooms/Trash	\$27.63
Parking Lots (NTE)	\$36,380.91
NON-EVENT	
On-Site Manager	\$72.88
Assistant Manager	\$61.30
Supervisor	\$46.88
Administrative Staff	N/A
Lead	\$32.25
Day Porters/General Cleaner	\$28.30
Union Health & Wellness	Actuals

¹ All rates specified above are union rates but do not include health and wellness charges, which will be billed at cost as applicable.