

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR GENERAL SERVICES  
CONTRACT NUMBER 10172  
BETWEEN  
STADIUM MANAGER  
AND  
ICS INTEGRATED COMMUNICATION SYSTEMS**

**1. Parties and Date.**

This Amendment No. 1 to the Agreement to the Performance of Services by and between the Forty Niners Stadium Management Company LLC (“Stadium Manager”) and ICS Integrated Communication Systems, a California corporation with its principal place of business at 6680 Via Del Oro, San Jose, CA 95119 (“Contractor”), shall be effective on April 17, 2025 (“Effective Date”). Stadium Manager and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled “Levi’s Stadium General Services Agreement By and Between Stadium Manager and ICS Integrated Communication Systems,” on June 1, 2023 (the “Agreement”) for the purpose of Stadium Manager securing services as described in Exhibit A (the “Services”) of the Agreement from Contractor during the period of June 1, 2023 through March 31, 2026 (“Term”) in relation to Stadium Manager’s obligation to maintain and operate Levi’s® Stadium pursuant to that certain Stadium Management Agreement as defined in the Agreement.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the following sections of the Agreement: Exhibit B, Contractor Compensation and Fees, to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Agreement.

**3. Terms.**

3.1 Amendment: Exhibit B, Contractor Compensation and Fees is hereby deleted in its entirety and replaced with Exhibit B-1, Contractor Compensation and Fees, which is attached hereto and incorporated herein by this reference.

3.2 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term “Event Service Agreement” or “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that Amendment No. 1

they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[SIGNATURES CONTINUED ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

**ICS INTEGRATED COMMUNICATION  
SYSTEMS**

Signed by:  
*Francine Melendez Hughes*  
\_\_\_\_\_  
Francine Melendez Hughes  
Executive Vice President and General Manager  
  
6/30/2025  
\_\_\_\_\_  
Date

DocuSigned by:  
*Aaron Colton*  
\_\_\_\_\_  
Aaron Colton  
Chief Executive Officer  
  
6/30/2025  
\_\_\_\_\_  
Date

**EXHIBIT B-1**

**CONTRACTOR COMPENSATION AND FEES**

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

<b>Item</b>	<b>Description</b>	<b>6/1/2023 - 3/31/2024 Year One Pricing</b>	<b>4/1/2024 - 3/31/2025 Year Two Pricing</b>	<b>4/1/2025 to 3/31/2026 Year Three Pricing</b>
1	Fire Alarm Annual Inspection, Testing, Inspection and Maintenance Services (lump sum)	\$85,100.00	\$87,683.00	\$90,343.00
2	Semi Annual Fire Alarm Testing, Inspection and Maintenance Services	\$11,808.00	\$12,162.00	\$12,526.00
3	Labor Rates for Non-Contracted, Scheduled Work			
	Straight Time	\$165.00 per hour	\$175.00 per hour	\$185.00 per hour
	Overtime at 1.5 times	\$250.00 per hour	\$265.00 per hour	\$275.00 per hour
	Double Time	\$330.00 per hour	\$350.00 per hour	\$370.00 per hour

**Labor Rates for Non-Contracted Scheduled Work and Description of Labor Rates:**

1. Normal business hours are Monday through Friday – 7:00 a.m. to 4:00 p.m.
2. All service requests are 2 hours minimum plus drive time
3. Work performed before 7:00 a.m. and after 4:00 p.m. is considered overtime and shall be charged 1.5 times the hourly rate
4. Over 8 hours worked in a day shall be charged 1.5 times the hourly rate
5. Over 40 hours worked in a week shall be charged 1.5 times the hourly rate
6. Work on Saturdays shall be charged 1.5 times the hourly rate
7. Sundays and holidays shall be charged double the hourly rate

**Reimbursable Expenses for Non-Contracted Work:**

1. Materials shall be provided at MSRP less 10%
2. Parking/toll
3. CAD Drawing/Prints
4. Shipping Cost

Such reimbursable expenses shall be approved by Stadium Manager prior to expenses being incurred.

**Total Not to Exceed Amount for Three Years: \$408,000**

Year One – 6/1/23 through 3/31/24 - \$115,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - \$133,000 inclusive cost for additional services as required.

Year Three – 4/1/25 through 3/31/26 - \$160,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Unless specified in the agreement, any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.