# AMENDMENT NO. 2 TO THE GENERAL SERVICES AGREEMENT CONTRACT NUMBER 10157 BETWEEN FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND EVERON, LLC

# 1. Parties and Date.

This Amendment No. 2 to the Agreement for the Performance of Services by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and Everon, LLC, a Colorado limited liability company with its principal place of business at 4221 West John Carpenter Freeway Irving, Texas, 75063 ("Contractor"), shall be effective on DATE XX, 2025 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

# 2. Recitals.

- 2.1 <u>Contractor</u>. The Stadium Manager and Contractor entered into an agreement titled "Levi's Stadium General Services Agreement By and Between Forty Niners Stadium Management Company LLC And ADT Commercial LLC," on April 1, 2023 (the "Agreement"), "Forty Niners Stadium Management Company LLC Consent to Assignment Agreement", on September 17, 2025 (the "Consent"), and "Amendment No. 1 to the General Services Agreement", on October 10, 2025, for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services"), as amended, of the Agreement from Contractor during the period of April 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 <u>Amendment Purpose</u>. 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 <u>Amendment Authority</u>. This Amendment No. 2 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 <u>Amendment</u>: 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 <u>Continuing Effect of Other Provisions</u>. Except as amended by this Amendment No. 2 and 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. 2. From and after the Effective Date of this Amendment No. 2, whenever the term "General Service Agreement" or "Agreement"

appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1 and this Amendment No. 2.

- 3.3 <u>Adequate Consideration</u>. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.
- 3.4 <u>Severability</u>. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**IN WITNESS WHEREOF,** the Parties have caused this Amendment No. 2 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	EVERON, LLC	
Approved By:		
Francine Hughes	_	
EVP and General Manager		
Date	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.

Type of Service	Frequency	Year One 4/1/23 to 3/31/24	Year Two 4/1/24 to 3/31/25	Year Three 4/1/25 to 3/31/26
Monthly Inspection	8 times per year	\$2,030.00 per inspection	\$2,125.00 per inspection	\$2,215.00 per inspection
Quarterly Inspection	3 times per year	\$2,007.00 per inspection	\$2,102.00 per inspection	\$2,200.00 per inspection
Semi-Annual Inspection	2 times per year	\$1,735.00 per inspection	\$1,782.00 per inspection	\$1,824.00 per inspection
Annual Inspection	1 time per year	\$20,829.56	Included with 5 Year Inspection Cost	\$21,959.56
5-year Inspection Tank	1 Time during the Term in 2024	N/A	\$2,985.00	N/A
5-year Inspection	1 time during the Term in 2024	N/A	\$37,835.22	N/A
Replacement of Gauges at 5-year Test	1 time during the Term in 2024	N/A	\$4,385.00	N/A
Hourly rate of additional services	As requested by Stadium Manager	\$225.00 per hour straight time \$337.50 per hour overtime	\$230.00 per hour straight time \$345 per hour overtime	\$235.00 per hour straight time \$352.50 per hour overtime

# Total Not to Exceed Amount for Three Years: \$252,000

 $Year\ One-4/1/23\ through\ 3/31/24-\$66{,}000\ inclusive\ of\ cost\ for\ additional\ services\ as\ required.$ 

Year Two – 4/1/24 through 3/31/25 - \$92,000 inclusive of 5-year testing and cost for additional services.

Year Three – 4/1/25 through 3/31/26 - \$94,000 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. 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.