

SECOND AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES (this “Second Amendment”), effective as of April 1, 2024 (the “Second 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 **Allied Universal Security Services Universal Protection Service LPP as successor-in-interest to Landmark Event Staffing Services, Inc.**, a California corporation with its principal place of business located at 113 Sunridge St., Playa del Ray, CA 90293 (“Contractor”). Capitalized terms not defined herein have the meaning given to them in the Agreement.

WHEREAS, Stadium Manager and Landmark Event Staffing Services, Inc., entered into the Agreement for an initial term commencing February 15, 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, in March 2023, Contractor acquired Landmark Event Staffing Services, Inc., and now as successor-in-interest holds all rights, duties, and obligations of Landmark Event Staffing Services, Inc. under the Agreement; and

WHEREAS, Stadium Manager and Contractor now desire to extend the Agreement on a month-to-month basis commencing April 1, 2024 (“Second 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 Second Renewal Term shall commence on April 1, 2024, and shall continue until terminated by Stadium Manager with thirty (30) calendar days’ advance written notice to Contractor provided in no event shall the Second 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 Second Amendment. The revised Exhibit B shall take effect and apply solely to Services rendered during the Second Renewal Term.

Except as expressly set forth in this Second 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 Second Amendment to be executed by an authorized representative as of the Second Amendment Effective Date.

**ALLIED UNIVERSAL SECURITY SERVICES UNIVERSAL PROTECTION SERVICE
LPP**

By: _____

Name: [insert]

Title: [insert]

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____

Name: [insert]

Title: [insert]

EXHIBIT B

CONTRACTOR COMPENSATION AND FEES - SECOND RENEWAL TERM

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

SECOND RENEWAL TERM RATES	
Event Manager	\$40.85/hour
Supervisor	\$40.76/hour
Off-Duty Law Enforcement Officer	\$61.69/hour
Usher, Ticket Taker, Parking Security, Parking Flagger, Parking Attendant, Event Security	\$36.99/hour

Subject to prior approval from Stadium Manager, time worked by an individual in direct performance of the Services in excess of eight (8) hours in a day shall be compensated as follows:

- Such time between eight (8) hours and twelve (12) hours shall be compensated at two dollars (\$2.00) above the base rates listed above; and
- Such time greater than twelve (12) hours shall be compensated at twice (2x) the base rates listed above.

Base rates shall be increased by fifty percent (50%) for Services performed on Holidays as defined in the Agreement.