

**AMENDMENT NO. 3**

**TO THE LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL  
MAINTENANCE AND REPAIR SERVICES CONTRACT**

**BETWEEN**

**THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC**

**AND**

**O.C. MCDONALD CO., INC.**

**1. Parties and Date.**

This Amendment No. 3 to the Levi's Stadium On-Call Mechanical and Plumbing Maintenance and Repair Services Contract is made and entered into as of this \_\_\_\_ day of \_\_\_\_, 2025, by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and O.C. McDonald Co., Inc., a California corporation with its principal place of business at 1150 W. San Carlos St., San Jose, CA 95126 ("Contractor"). 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 have entered into an agreement entitled "Levi's Stadium Mechanical and Plumbing Maintenance and Repair Services Contract" ("Contract") for the purpose of retaining the services of Contractor to provide on-call stadium mechanical and plumbing maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Consultant desire to amend the Contract to extend the term and make corresponding changes to the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Sections 3.3, 3.7.1, and 3.17.18 of the Contract. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Contract.

**3. Terms.**

3.1 Amendment: In accordance with Section 3.3 of the Contract, the Parties agree to extend the term of the Contract by one (1) additional year commencing September 7, 2025 and expiring September 6, 2026 ("Second Extension Term").

3.2 Amendment: In accordance with Section 3.7.1 of the Contract, the Parties agree to establish a not-to-exceed compensation amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the Second Extension Term ("Second Extension Total Contract Price"). The total aggregate compensation amount under years one, two, three, four, and five of the Contract shall not exceed One

Million Five Hundred Four Thousand Nine Hundred Twenty-Two Dollars (\$1,504,922) without the approval of Stadium Manager.

3.3 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 3. From and after the Effective Date of this Amendment No. 3, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3.

3.4 Adequate Consideration. 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. 3.

3.5 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO LEVI'S STADIUM ON-CALL  
PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES  
CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY  
LLC AND O.C. MCDONALD CO., INC.**

**FORTY NINERS STADIUM MANAGEMENT  
COMPANY LLC**

**O.C. MCDONALD CO., INC.**

\_\_\_\_\_  
Francine Hughes  
EVP & General Manager

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Matt McDonald  
Senior Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date