

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
KPMG LLP**

PREAMBLE

This agreement (“Amendment No. 2”) is entered into between the Santa Clara Stadium Authority (Authority), a joint powers agency created pursuant to Section 6532 of the California Government Code and KPMG LLP, a Delaware registered limited liability partnership (Contractor). Authority and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for Services Between the Santa Clara Stadium Authority and KPMG LLP, dated June 25, 2021 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated June 26, 2024, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the “Agreement as Amended”; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide financial statement and agreed-upon procedures audits, and the Parties now wish to amend the Agreement as Amended to extend the term of the agreement to June 30, 2026.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement as Amended, entitled “Term of Agreement” is amended to read as follows:

“2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2026.”

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
Stadium Authority Counsel

JÖVAN D. GROGAN
Executive Director
Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“AUTHORITY”

KPMG LLP
a Delaware Registered Limited Liability Partnership

Dated: _____

By (Signature): _____

Name: Jamie Cavin

Title: Managing Director, Audit

Principal Place of
Business Address: 60 Rio Salado Pkwy., Tempe, AZ 85281

Email Address: jmclark@kpmg.com

Telephone: (505) 453-6611

Fax: (480) 393-1850

“CONTRACTOR”