

**AMENDMENT NO. 1
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10167
BY AND BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
GACHINA LANDSCAPE MANAGEMENT, INC.**

1. Parties and Date.

This Amendment No. 1 to the General Services Agreement (“Amendment No. 1”) by and between the Forty Niners Stadium Management Company LLC (“Stadium Manager”) and Gachina Landscape Management, Inc., a California corporation with its principal place of business at 1130 O’Brien Drive, Menlo Park, CA 94025 (“Contractor”) shall be effective on April 1, 2026 (“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 Gachina Landscape Management, Inc.”, dated April 19, 2023 (“Agreement”), for the purpose of Stadium Manager securing services as described in Exhibit A (the “Services”) from Contractor during the period of April 19, 2023 through March 31, 2026 (“Term”).

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the Term in which Contractor shall provide Services, update the applicable fees for the extended Term, and update the termination clause.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement.

3. Terms

3.1 Amendment. The Term of the Agreement is hereby extended for one (1) additional year which shall expire on March 31, 2027.

3.2 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.

3.3 Amendment. Section 13(A) of the Agreement is hereby replaced in its entirety to read as follows:

- A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or

controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (e.g., offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 14; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 8.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to subsections 13(A)(i-vi) shall be "for cause". Stadium Manager shall also have the right to terminate this Agreement for convenience by providing Contractor with thirty (30) calendar days' prior written notice.

3.4 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 "General Services Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1.

3.5 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. 1.

3.6 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.

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**

**GACHINA LANDSCAPE
MANAGEMENT, INC.**

Approved By:

Francine Hughes
EVP and General Manager

H. Jaclyn Ishimaru-Gachina
President

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.

Required on-going services * Invoiced monthly after service is rendered**

Service Description	4/19/23 – 3/31/24	4/1/24 – 3/31/25	4/1/25 – 3/31/26	4/1/26 – 3/31/27
1. General Landscape Maintenance	\$1378	\$1420	\$1463	included
2. Planter and Pot Maintenance	\$230	\$237	\$245	included
3. Tasman Great America Clean up (Monthly)	\$459	\$473	\$488	included
4. Gold Lot 4 & 5 weed abatement clean up	\$230	\$237	\$245	included
5. Full Stadium landscape clean up (semi-annual)	\$434 (monthly)	\$448 (monthly)	\$462 (monthly)	included
6. Full maintenance of roof top landscape and weed abatement	\$230	\$237	\$245	included
<u>Total Monthly Cost:</u>	<u>\$2961</u>	<u>\$3052</u>	<u>\$3148</u>	<u>\$3,211</u>

Invoiced 1x annually after completion (May - June)

7. 56 Cubic Yard Mulch refresh (material & labor)	(\$7728 annually)	(\$7968 annually)	(\$8256 annually)	Upon request
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Additional Services* Invoiced 2x annually after completion (July & January)**

8. 5 Gallon replacement plants (material & labor)	\$52/each	\$54/each	\$56/each	Upon request
9. 1 Gallon replacement plants (material & labor)	\$28/each	\$29/each	\$30/each	Upon request

10. Blue Lot weed abatement & dead vegetation clean up	\$11,000	\$11,330	\$11,670	Upon request
11. Red Lot weed abatement & dead vegetation clean up	\$11,000	\$11,330	\$11,670	Upon request

Additional Tree Service as per Request* Invoiced after completion as needed**

12. Tree Trimming (15ft and above)	\$1400	\$1442	\$1485	Upon request
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- A. The pricing includes all costs, taxes, shipping, handling, and prevailing wages being paid for all labor in connection with the Services as required by Applicable Law. Any and all costs that exceed the above pricing, including taxes, shipping, handling, and any subcontractor costs, will be at Contractor’s sole expense and Contractor will 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.
- B. Contractor will not be reimbursed for any expenses, costs, or other fees Contractor incurs in the performances of the Services (e.g., irrigation system repairs, installation of replacement trees, etc.), unless approved in writing by Stadium Manager.
- C. Contractor will comply with the pricing requirements set out in this Agreement.

Budget

The breakdown of agreement not to exceed amount for the four year period is as follows:

Total not to exceed amount for four years: \$250,000

- Year One – 4/19/23 through 3/31/24 - \$68,000
- Year Two – 4/1/24 through 3/31/25 - \$70,000
- Year Three – 4/1/25 through 3/31/26 - \$72,000
- Year Four – 4/1/26 through 3/31/26 - \$40,000