

**FIRST AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES**

This FIRST AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES (this "**First Amendment**"), effective as of March 10, 2017 (the "**First 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 **ABM Industry Groups, LLC**, a Delaware limited liability company, with its principal place of business located at 205 Dupont Street, San Jose, CA 95126 ("**Contractor**"). Capitalized terms not defined herein have the meaning given to them in the Agreement.

WHEREAS, Stadium Manager and Contractor have agreed to modify certain insurance requirements under the Agreement;


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. Exhibit C to the Agreement shall be amended and restated in its entirety as attached to this First Amendment.

Except as expressly set forth in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Stadium Manager and Contractor have caused this First Amendment to be executed by an authorized representative as of the First Amendment Effective Date.

**ABM INDUSTRY GROUPS, LLC**

By: 

Name: Art Rodriguez

Title: Vice President, Sports & Entertainment

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

By:   
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Name: Scott Sabatino

Title: Chief Financial Officer

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
2. Automobile liability in the amount of One Million Dollars (\$1,000,000) with respect to owned, hired and non-owned vehicles.
3. Workers compensation insurance, as required by applicable law.
4. Employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, by disease, and One Million Dollars (\$1,000,000) policy aggregate by disease.
5. Employment practices liability with limits of Five Million Dollars (\$5,000,000) including third party coverage.
6. Crime insurance including employee dishonesty covering all of Contractor's agents, contractors, managers and other employees in the amount of Five Hundred Thousand Dollars (\$500,000).
7. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of Five Million Dollars (\$5,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
8. Environmental liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, and clean-up costs, including coverage for any claim, suit, or demand brought by any third party or on behalf of any governmental agency or authority, as a result of the actual, alleged, or threatened discharge, disposal, seepage, migration, release, or escape of any hazardous material or pollutant.

9. Umbrella or excess liability insurance in the amount of Ten Million Dollars (\$10,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

At Stadium Manager's request from time to time (and in any event not less than 15 (fifteen) days prior to the expiration dates of any expiring policies or bonds furnished by Contractor), Contractor shall furnish to Stadium Manager certified copies or duplicate originals of all policies of insurance and bonds then maintained by Stadium Manager hereunder, or a certificate supplied by each such insurer and surety showing that the insurance and bonds required hereunder are in full force and effect and showing the limits thereof and that all such policies and bonds contain the provisions and endorsements required hereunder.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to commercial general liability, automobile liability, and environmental liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured (except environmental coverage) shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such general liability or automobile liability policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.