

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY,
AND
J.S. HELD LLC**

PREAMBLE

This agreement (“Amendment No.2”) is entered into between the Santa Clara Stadium Authority (Authority), a joint exercise of powers entity, created through Government Code sections 6500 *et seq.* and J.S. Held LLC, a Delaware Limited Liability Company, (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 Hagen, Streiff, Newton, & Oshiro Accountants, P.C.”, dated September 20, 2018 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated April 9, 2019, 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”;
- C. The Parties entered into the Consent to Assignment Agreement with J.S. Held LLC, dated February 27, 2020. J.S. Held LLC acquired Hagen, Streiff, Newton, & Oshiro Accountants, P.C., and will continue to provide the services to the Authority under the Original Agreement as Amended; and
- D. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide litigation consultant and perform a review of the financial statements and supporting documents provided by the San Francisco Forty-Niners and provide the Authority with an identification of, and opinion on, the financial statements issues the Authority has, and the Parties now wish to amend the Agreement as Amended to extend the term of the agreement to December 31, 2022 and increase the not to exceed amount by \$225,000 to \$425,000.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That section 2 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

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 December 31, 2022

That section 6 of the Agreement as Amended, entitled "Compensation and Payment" is amended to read as follows:

In consideration for Contractor's complete performance of Services, Authority shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is four hundred and twenty-five thousand dollars (\$425,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances

2. TERMS

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.

SANTA CLARA STADIUM AUTHORITY

a Joint Exercise of Powers Entity, created through Government Code sections 6500 *et seq.*

Approved as to Form:

Dated: _____

BRIAN DOYLE
Stadium Authority Counsel

DEANNA J. SANTANA
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“AUTHORITY”

J.S. HELD LLC

a Delaware Limited Liability Company

Dated: _____

By (Signature): _____

Name: Timothy Gillihan, CPA/ABV/CFF

Title: Senior Vice President

Principal Place of Business Address: 50 Jericho Quadrangle, Suite 117

Jericho, NY 11753

Email Address: TGillihan@jsheld.com

Telephone: (510) 740-0387

Fax: ()

“CONTRACTOR”