

**AMENDMENT NO. 1
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10166
BY AND BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
WEST COAST TURF**

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 West Coast Turf, a California corporation with its principal place of business at 42-540 Melanie Pl., Palm Desert, CA 92211 (“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 Forty Niners Stadium Management Company LLC And West Coast Turf”, dated April 1, 2023 (“Agreement”), for the purpose of Stadium Manager securing services as described in Exhibit A (the “Services”) from Contractor during the period of April 1, 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 and update the applicable fees for the extended Term, and to increase the not-to-exceed amount under the Agreement.

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 and Schedule A is hereby deleted in its entirety and replaced with Exhibit B-1, Contractor Compensation and Fees, and Schedule A-1, which are attached hereto and incorporated herein by this reference.

3.3 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 this Amendment No. 1.

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. 1.

3.5 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**

WEST COAST TURF

Approved By:

Francine Hughes
EVP and General Manager

Mel Williams
Vice President

Date

Date

EXHIBIT B-1

CONTRACTOR COMPENSATION AND FEES

- A. 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 ("Scope of Work") in accordance with the rates specified in Schedule A.
- B. The pricing list below set out in Schedule A, which is attached and incorporated into this Agreement, will govern all of Services provided by Contractor to Stadium Manager. Notwithstanding the foregoing, the Parties acknowledge and agree that the pricing listed below may be required to change in accordance with documented changes to applicable law.
- C. The pricing below includes cost per square foot, which can be applied to both partial and full field replacements. Any quantities regarding field square footage included in this Agreement or any attached Exhibits are estimated quantities; those quantities are not guaranteed, but can be used as a reference. Stadium Manager will not be required to use Contractor to service any minimum amount of field square footage.
- D. The pricing below includes all costs, taxes, shipping, handling, and prevailing wages being paid for all labor in connection with the Services as required by Applicable Law.
- E. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall 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.
- F. Budget
Total not to exceed amount for four years: \$6,400,000. The breakdown of costs are as follows for the four-year period:

Year One – 4/1/23 through 3/31/24 - \$1,600,000
Year Two – 4/1/24 through 3/31/25 - \$1,600,000
Year Three – 4/1/25 through 3/31/26 - \$1,600,000
Year Four – 4/1/26 through 3/31/27 - \$1,600,000

SCHEDULE A-1

Pricing herein is for Custom Grown Tifway II Hybrid Bermuda Grass Grown on plastic (Sod Delivered & Installed between 11/15 - 01/15 to be Overseeded with Perennial Ryegrass).

Item Description	Unit Price
All Installations done Monday-Friday will be billed at:	4/1/23 – 3/31/24 = \$3.70/square foot; 4/1/24 – 3/31/25 = \$3.80/square foot; 4/1/25 – 3/31/26 = \$3.90/square foot. 4/1/26 – 3/31/27 = \$4.00/square foot.
All installations performed on Saturdays, Sundays & Prevailing Wage Designated Holidays will be billed at:	4/1/23 – 3/31/24 = \$3.80/square foot; 4/1/24 – 3/31/25 = \$3.90/square foot; 4/1/25 – 3/31/26 = \$4.00/square foot. 4/1/26 – 3/31/27 = \$4.10/square foot
For installations of less than 1,000 square feet per day, a minimum charge of \$3,750 shall apply.	\$3,750 minimum charge
Payment bond	If a payment bond is required that would cost 3% of the contract value.
Ready Play Grass (Sod Grown on Plastic)	All Ready Play Fields Grass fields older than 18 months in age will accrue a \$0.10 per square foot/ per month addition in price to be added to install price at time of installation. Nursery sod used in the establishment of Ready Play Grass that has been grown on imported USGA will have an additional cost of \$0.63/square foot.

Price Includes: all materials and labor necessary for the supply, delivery and installation of the sod.

Total not to exceed amount for four years: \$6,400,000. The breakdown of costs are as follows for the four-year period:

- Year One – 4/1/23 through 3/31/24 - \$1,600,000
- Year Two – 4/1/24 through 3/31/25 - \$1,600,000
- Year Three – 4/1/25 through 3/31/26 - \$1,600,000
- Year Four – 4/1/26 through 3/31/27 - \$1,600,000