

# AMENDMENT NO. 1 TO THE GENERAL SERVICES AGREEMENT CONTRACT NUMBER 10157 BETWEEN FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND EVERON, LLC

# 1. Parties and Date.

This Amendment No. 1 to the Agreement for the Performance of Services by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and Everon, LLC, a Colorado limited liability company with its principal place of business at 4221 West John Carpenter Freeway Irving, Texas, 75063 ("Contractor"), shall be effective on October 10, 2025 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

# 2. Recitals.

- 2.1 <u>Contractor</u>. 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 ADT Commercial LLC," on April 1, 2023 (the "Agreement"), and "Forty Niners Stadium Management Company LLC Consent to Assignment Agreement" By and Between Forty Niners Stadium Management Company LLC And Everon, LLC, on September 17, 2025 (the "Consent") for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services") of the Agreement from Contractor during the period of April 1, 2023 through March 31, 2026 ("Term") in relation to Stadium Manager's obligation to maintain and operate Levi's® Stadium pursuant to that certain Stadium Management Agreement as defined in the Agreement.
- 2.2 <u>Amendment Purpose</u>. The Stadium Manager and Contractor desire to amend the following sections of the Agreement: Exhibit A-1 Scope of Additional Services 5<sup>th</sup> Floor Electrical Room and Compensation.
- 2.3 <u>Amendment Authority</u>. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Agreement.

# 3. Terms.

- 3.1 <u>Amendment</u>: The Agreement is hereby amended to include Exhibit A-1 Scope of Additional Services 5th Floor Electrical Room and Compensation as a new exhibit to the Agreement.
- 3.2 <u>Continuing Effect of Other Provisions</u>. 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 Service Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

- 3.3 <u>Adequate Consideration</u>. 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.
- 3.4 <u>Severability</u>. 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

**EVERON, LLC** 

Approved By:

Signed by: Francine Melendez Hughes	ErikHendrickson  Discherikhendrickson  Discherikhendrickson  Discherikhendrickson  Date: 2025.10.10 13:52:34-07'00'
I Tan D00025FBC0A74A3	NAME:
EVP and General Manager	TITLE: General Manager
10/13/2025	10/10/2025
Date	Date

# Exhibit A-1 Scope of Additional Services 5th Floor Electrical Room and Compensation

Everon Solutions LLC ("Contractor") shall provide the services, deliverables, and materials set forth in this Scope of Work ("the Work"). This Scope and pricing are based on the Contractor's Design Plan, which was formulated following the site job walk conducted on August 26, 2025.

# SCOPE OF WORK:

The Contractor shall furnish all necessary design, materials, equipment, and labor to complete the required fire sprinkler system and modifications as defined below. All other services, materials, and deliverables are excluded from the Work.

- 1. The final system design and installation shall meet the current requirements of NFPA 13 and all applicable local Authority Having Jurisdiction (AHJ) fire department codes for the details, design criteria, and scope of work stated herein.
  - a. The fire sprinkler system shall be designed to satisfy the current requirements of NFPA 13 and the local AHJ, to accommodate a Group B occupancy, as listed on the Design Plan.
    - i. Only the wet-type system of automatic fire sprinklers is to be modified.
  - b. Contractor shall provide protection at Ordinary Hazard Group 1 with a design density of 0.15/1500 ft<sup>2</sup>, with heads spaced at a maximum of 130 Square feet in the electrical room.
    - i. If required, the systems specified herein shall be hydraulically designed per the current requirements of NFPA 13.
- 2. Contractor shall provide all necessary design drawings and submittals to the local AHJ(s), including all required permit fees. The Contractor shall stand all necessary inspections to obtain final permit.
- 3. Contractor shall install new arm over piping and sprinkler coverage to provide protection only within the 5th floor electrical room. No other work outside this room on the 5th floor is included.
- 4. Any additions and/or relocation of existing upright sprinklers to accommodate new full height walls is included. This work is limited to the modification of branch piping necessary to reposition the sprinkler heads.
- 5. All new drops shall be tied directly into the existing system piping and lines. The point of connection shall be at the existing fire sprinkler main at the roof level system.
- 6. Contractor shall install sprinklers in an aesthetically uniform manner (e.g., center lining with lights and fixtures), to the extent permitted by NFPA 13 spacing requirements and accommodating other installed trades.
- 7. Contractor shall install new 155° chrome pendants or 200° uprights that will be exposed with no escutcheons.

- 8. Contractor shall only provide and install new bracing and hangers on the new branch line and main piping, if applicable, to support new sprinkler piping.
- 9. Contractor shall provide all equipment and lifting devices necessary to modify the fire sprinkler system.

### General:

- 1. All work shall be performed by skilled Union sprinkler fitters, during normal working days and hours.
  - a. Normal work hours include 8-hour shifts, Monday through Friday, between 5:00 am and 5:00 pm.
  - b. Any work outside of this is considered overtime and/or double-time. Such work shall not occur without prior written approval by Stadium Manager.
- 2. Contractor shall facilitate a coordination meeting between all Subcontractors and shall clean up any debris created solely by the Contractor's own forces after each working day.
- 3. Stadium Manager shall provide CAD and PDF electronic drawings for the project at no cost to Contractor.
- 4. Contractor shall furnish all manufacturer's warranties and instructions, as-built drawings, certificate of final inspection, and a twelve (12) month warranty against defective equipment, materials, or workmanship. The warranty start date begins the date the system is left in service.
- 5. All sales taxes applicable to materials are inclusive in the agreement price.
- 6. The scope excludes BIM 3D Coordination or design.

# Scheduling

1. Stadium Manager shall coordinate with Contractor to perform services at a mutually agreed upon date and time.

The total cost for these additional services is \$9,985.00, plus any applicable taxes.