

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
HAGEN, STREIFF, NEWTON, & OSHIRO ACCOUNTANTS, P.C.**

PREAMBLE

This agreement ("Amendment No. 1") 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 Hagen, Streiff, Newton, & Oshiro Accountants, P.C., a California corporation, (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 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement 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 Original Agreement to extend the term of the Original Agreement to December 31, 2020 and increase the not to exceed amount by \$100,000 to \$200,000.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Section 2 of the Original Agreement, entitled "Term of Agreement" is hereby 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, 2020.

That Section 6 of the Original Agreement, entitled "Compensation and Payment" is hereby 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 two hundred thousand dollars (\$200,000.00), 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 circumstance.

That Exhibit A of the Original Agreement, entitled, "Scope of Services" is hereby amended to read as follows:

The Services to be performed for the Authority by the Contractor under this Agreement are set forth below.

The scope of this engagement will be to act as a retained litigation consultant and perform an analysis of the Non-NFL Event Revenues and Expenses, the Construction Fund expense and cost allocation, other stadium related business transactions or contracts identified by the Authority, and supporting documents provided by the San Francisco Forty-Niners and the Santa Clara Stadium Authority and provide the Authority with an identification of, and opinion on, the financial statement issues the Authority has. At the Authority's request, Contractor will provide a written report covering procedures and findings. The Contractor's report, including schedules and attachments thereto, as well as any working paper documentation of any kind created as a result of Contractor's provision of Services, shall not be used or distributed for any other purpose, without prior written consent, except as required by law.

Mr. Timothy Gillihan, CPA/ABV is the project leader for this engagement. Contractor has attached a copy of the CV for Mr. Gillihan to this Agreement. If a court later determines that Mr. Gillihan is not qualified to offer testimony for any reason, that determination will not be deemed a breach of this Agreement. Consequently, the Authority will remain liable for the payment of fees and expenses incurred through the date of such determination. If due to circumstances outside Contractor's control, Mr. Gillihan is not able to testify at deposition or trial, Contractor will consult with

Authority regarding the substitution of an HSNO employee for Mr. Gillihan.

Contractor understands that any work performed pursuant to an expert witness engagement, as well as information disclosed to Contract pursuant to the preceding paragraph, will be subject to the rules of discovery as appropriate for expert witnesses.

All workpapers or other documents used by Contractor during the course of this engagement will be maintained in segregated files. It is not Contractor's practice to retain superseded workpapers, notes, or data files that have been updated as Contractor performs the engagement. At the close of this engagement, Contractor will require Authority instruction for the disposition of documents that have accumulated.

Contractor's services will be provided in accordance with the Statement on Standards for Consulting Services promulgated by the American Institute of Certified Public Accountants and, as such, do not constitute a rendering by HSNO or its employees of any legal advice, nor do they include the compilation, review or audit of financial statements. Because Contractor's Services are limited in nature and scope, Contractor cannot be relied upon to discover all documents and other information or provide all analyses which may be of importance in this matter. The Authority will not hold Contractor responsible for any loss or liability that may result from the non-discovery of any matters that might influence this matter.

HSNO shall be responsible only for the Services described in this Agreement. Furthermore, any changes in scope must be set forth in writing and agreed to by all parties to this Agreement.

Contractor has undertaken a reasonable review of records to determine professional relationships with the persons or entities Authority identified. Contractor is not aware of any conflicts of interest or relationships that would, in Contractor's sole discretion, preclude Contractor from performing the above work for the Authority. Contractor is not restricted from working on other engagements, including unrelated engagements, involving the parties in this matter; however, all confidential information gained in this matter will be kept confidential.

Contractor understands that all communications between the Authority and HSNO regarding this engagement, as well as any materials related thereto, may be protected by applicable legal privileges and, therefore, will be treated as confidential. Consequently, Contractor agrees, except as required by applicable

law, regulation, court or governmental order or process, or demand of accounting oversight body, not to disclose any communications, or any of the information Contractor receives or develops in the course of performing Services, to any third party except those parties the Authority may designate.

If access to any of the materials in Contractor's possession relating to this Agreement is sought by a third party, Contractor will promptly notify the Authority of such action, tender to the Authority Contractor's defense in connection with the response to such a request and cooperate with the Authority concerning the response thereto. In the event that Contractor is subpoenaed as the result of any work performed for the Authority in connection with this engagement, Contractor will bill for the time involved in responding to such subpoena(s).

That the "Schedule of Litigation Fees" at Exhibit B of the Original Agreement, under the "Schedule of Fees" is hereby amended to read as follows:

Schedule of Litigation Fees (Per Hour) FYE February 2020

DEPOSITION OR TRIAL TESTIMONY PER HOUR

Senior Partner	\$500
Partner / Senior Manager	\$400
Manager	\$350

CONSULTANTION RATES PER HOUR

Senior Partner	\$350 - \$475
Partner	\$300 - \$360
Senior Manager	\$250 - \$295
Manager	\$210 - \$245
Senior Accountant	\$185 - \$205
Accountant	\$140 - \$180
Admin./Clerical	\$90 - \$120

In no event shall the amount billed to Authority by Contractor for services under this Agreement exceed Two Hundred Thousand Dollars (\$200,000), subject to budget appropriations.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

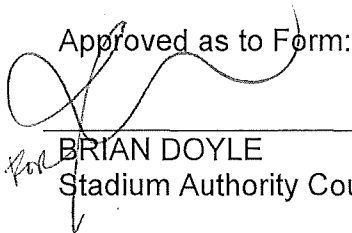
The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

SANTA CLARA STADIUM AUTHORITY

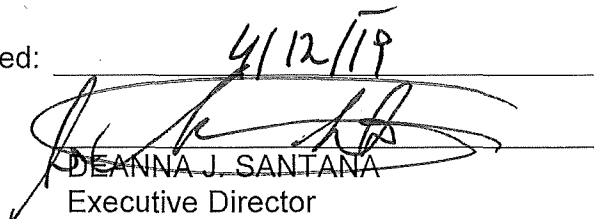
a Joint Exercise of Powers Entity, created through Government Code sections 6500 *et seq.*

APPROVED AS TO FORM:

Approved as to Form:

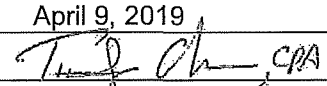

BRIAN DOYLE
Stadium Authority Counsel

Dated:

4/12/19

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

"AUTHORITY"

HAGEN, STREIFF, NEWTON, & OSHIRO ACCOUNTANTS, P.C. (HSNO) a California corporation

Dated: April 9, 2019
By (Signature): 
Name: Timothy A. Gillihan, CPA/ABV
Title: Partner
Principal Place of
Business Address: 1330 Broadway, Suite 430, Oakland, CA 94612
Email Address: TGillihan@hsno.com
Telephone: (510) 740-0387
Fax: (510) 740-0392

"CONTRACTOR"