

**CONSENT TO ASSIGNMENT AGREEMENT
BY AND BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND**

J.S. HELD LLC

(Formerly known as HAGEN, STREIFF, NEWTON, & OSHIRO ACCOUNTANTS, P.C.)

PREAMBLE

This consent to assignment agreement ("Consent Agreement") is by and between the Santa Clara Stadium Authority (Authority), a joint exercise of powers entity, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), Hagen, Streiff, Newton, & Oshiro Accountants, P.C., a California Corporation, with its principal place of business located at 1330 Broadway, Suite 430, Oakland, California 94612 ("Contractor" or "Assignor") and J.S. Held LLC, a Delaware Limited Liability Company, with its principal place of business located at 50 Jericho Quadrangle, Suite 117, Jericho, NY 11753 ("Assignee"), the intended successor in interest to Agreement for Services Between the Santa Clara Stadium Authority and Hagen, Streiff, Newton, & Oshiro Accountants, P.C. Authority, Assignor and Assignee may be individually referred to in this Consent Agreement as a "Party" or collectively as the "Parties" or the "Parties to this Consent Agreement."

RECITALS

- A. Authority and Hagen, Streiff, Newton, & Oshiro Accountants, P.C. 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") in which Hagen, Streiff, Newton, & Oshiro Accountants, P.C. agreed to provide services as a 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 statement issues the Authority has, to/with the Authority;
- B. Section 8 of the Original Agreement entitled Assignment and Subcontracting provides as follows:

"Authority and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of Authority. Contractor shall not hire subcontractors without express written permission from Authority."
- C. The Authority has been informed that due to the acquisition of Hagen, Streiff, Newton, & Oshiro Accountants, P.C. by J.S. Held LLC, that J.S. Held LLC is the surviving entity and as such will continue to provide the services to the Authority under the Original Agreement. Hagen, Streiff, Newton, & Oshiro Accountants, P.C. desires to have the Authority consent to the assignment of all rights, obligations and interest in the Original Agreement from Hagen, Streiff, Newton, & Oshiro Accountants, P.C. to J.S. Held LLC;
- D. Based on the final approval of the acquisition, it is the desire of Authority to formally consent to the assignment by Hagen, Streiff, Newton, & Oshiro Accountants, P.C. of all its rights, obligations and interest in the Original Agreement to J.S. Held LLC.

In consideration of the above referenced recitals and the following mutual covenants, commitments and obligations, the Parties agree, as follows:

CONSENT AGREEMENT PROVISIONS

1. Based on a written request received by the Authority from J.S. Held LLC, (and contingent upon the finalization of the acquisition) the Authority hereby consents to the assignment of the Original Agreement and all of the rights, duties, obligations and interest set forth therein from Hagen, Streiff, Newton, & Oshiro Accountants, P.C. to J.S. Held LLC. This consent is based on representations made by J.S. Held LLC and Hagen, Streiff, Newton, & Oshiro Accountants, P.C. and all the duties and obligations of Hagen, Streiff, Newton, & Oshiro Accountants, P.C. to perform specified services included in the Original Agreements shall be performed by J.S. Held LLC after the acquisition is complete. This Consent is effective as of the completion of the acquisition. If, for any reason, the pending acquisition is not completed, this Consent Agreement shall be deemed void and Hagen, Streiff, Newton, & Oshiro Accountants, P.C. shall continue to be bound to perform the obligations set forth in the Original Agreements.
2. Authority acknowledges and relies on this acceptance by J.S. Held LLC of all of the rights, obligations and interest in the Original Agreement and the relinquishment of all such the rights, obligations and interest in the Original Agreement by Hagen, Streiff, Newton, & Oshiro Accountants, P.C. J.S. Held LLC agrees to undertake any and all action(s) necessary to meet the terms and conditions of the Original Agreement referred to in this Consent Agreement.
3. Upon execution of this Consent Agreement (and the completion of the pending acquisition) any pending debts or obligations due to Authority and those which subsequently arise or accrue from the terms and conditions of the Original Agreement shall become payable by J.S. Held LLC to the Authority or its agents, or assigns.
4. This Consent Agreement embodies the entire agreement between Authority, J.S. Held LLC and Hagen, Streiff, Newton, & Oshiro Accountants, P.C. and all of its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of Authority prior to execution of this Consent Agreement shall affect or modify any of the terms or obligations contained in this Consent Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon Authority.
5. As a condition of the terms of this Consent Agreement, J.S. Held LLC shall provide the Authority with the following:
 - a. revised Certificate of Insurance, as well as all policy endorsements to indicate that J.S. Held LLC has purchased, and is maintaining, all of the required insurance policies and has provided the required endorsements which were included in the terms and conditions of the Original Agreement.
 - b. Prior to the effectiveness of any assignment or transfer under this Consent Agreement, J.S. Held LLC shall execute and deliver a fully executed and notarized Affidavit of Compliance with Ethical Standards *(if applicable)*.

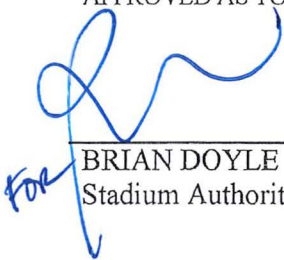
6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties to this Consent Agreement hereby acknowledge and accept the terms and conditions stated herein by the following signatures of their duly authorized representatives. The signature of the duly authorized representative of J.S. Held LLC confirms its acceptance of the terms and conditions of the Original Agreement and the assignment of the Original Agreement from Hagen, Streiff, Newton, & Oshiro Accountants, P.C. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.


SANTA CLARA STADIUM AUTHORITY

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

APPROVED AS TO FORM:


BRIAN DOYLE
Stadium Authority Counsel

Dated: 2-27-2020


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: February 19, 2020

By: Dan Allen

Title: Partner/Owner

Address: 65 Roswell Street, Suite 300
Alpharetta GA 30004

Telephone: 404 876-5220

Facsimile: 404 795-0969

Email Address: dbrannon@jsheld.com

"Assignor"

J.S. HELD LLC

a Delaware Limited Liability Company

By: Adrian Frank

Title: SEVP

Address: 50 Jericho Quadrangle, Suite 117
Jericho, NY 11753

Telephone: 516-621-2900

Facsimile: _____

Email Address: afrank@jsheld.com

"Assignee"