

**THIRD AMENDMENT TO AGREEMENT FOR THE MANAGEMENT OF
THE SAN JOSE CONVENTION CENTER AND CULTURAL FACILITIES
BETWEEN THE CITY OF SAN JOSÉ
AND
TEAM SAN JOSE, INC.**

This Third Amendment to the Agreement for the Management of the San Jose Convention Center and Cultural Facilities ("Second Amendment") is entered into effective as of September 18, 2012, between the City of San José, a municipal corporation ("City"), and Team San Jose, Inc., a California nonprofit mutual benefit corporation ("Operator").

RECITALS

1. On January 27, 2009, the City Council approved an Agreement for the Management of the San Jose Convention Center and Cultural Facilities between the City of San Jose and Team San José, Inc., from July 1, 2009 through June 30, 2014 ("Agreement").
2. On February 2, 2010, the City Council approved the First Amendment to the Agreement ("First Amendment") to include the right of the City to have the City Auditor perform the Annual Performance Audit.
3. On February 15, 2011, the City Council approved the Second Amendment to the Agreement to:
 - (a) Ensure that City funds are excluded from the calculation of Gross Operating Revenue and Return on Investment.
 - (b) Align performance and incentive targets as well as the management and incentive fee structure; such that incentive payments only apply when budgeted performance is exceeded.
 - (c) Strengthen formal communication between the City and TSJ, including a City Administration liaison to the TSJ Board of Directors.
 - (d) Require TSJ notification to the City in advance of business decisions likely to result in a fiscal impact of \$250,000 or greater.
4. The most recent Audit report recommended that City Staff work with Team San Jose to clarify the calculation for Gross Operating Profit to eliminate conflicting provisions; and
5. The City and Team San Jose desire to amend the performance measures to include Transit Occupancy Tax revenue and Parking funds revenue in the calculation of the Return on Investment performance measure.

Team San Jose Mgmt Agmt Third Amendment

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 4.8 of the Agreement is amended to read as follows:

4.8 Performance Measures

The Adopted Operating Budget, as adopted from year to year during the Operating Term in accordance with the procedures set forth in Section 9.2, shall define the specific measurements for each of the Performance Measures described below, shall establish the sole criteria under this Agreement by which satisfaction of Performance Measures will be determined for each Operating Year, and shall assign a weighted percentage to each category of Performance Measure ("Weighted Percentage") for purposes of measuring Operator's performance under this Agreement. The categories of performance goals by which Operator's performance shall be measured (based on criteria established in the Adopted Operating Budget from year to year) ("Performance Measures"), and the Weighted Percentage assigned to each category, shall consist of the items and percentages listed below. The categories, components, and Weighted Percentages assigned to the Performance Measures may be changed or modified from year to year as mutually agreed by City and Operator. The development of the Performance Measures shall be the responsibility of the City Manager. In the event that there is no mutual agreement, City Council shall have the right to unilaterally adopt the annual performance measures after consultation with Operator. Within 30 days after the end of each Fiscal Year, a weighted percentage will be calculated as the product of the extent to which Operator met or exceeded the Performance Measure criteria for the subject Fiscal Year multiplied by the Weighted Percentage assigned to such Performance Measure (the "Weighted Achievement Percentage"). In the event that the results of Operator's performance exceeds the Performance Measure criteria set forth in the Adopted Operating Budget, then the Weighted Percentage for that Performance Measure shall be multiplied by a percentage that reflects the extent to which the results of Operator's performance exceeds the established base line. By way of example, and not by way of limitation, if a Performance Measure is assigned a Weighted Percentage of 40%, and it is determined that Operator met 110% of the performance criteria for such Performance Measure, then Operator would have a Weighted Achievement Percentage of 44% with respect to such Performance Measure (40% x 110% = 44%). Sample calculations of the Weighted Achievement Percentage using a weighted scorecard approach are set forth in Schedule 4.8 to this Agreement. The Performance Measures and Weighted Percentages assigned to each are described as follows:

(a) **Economic Impact Measures:** This category of Performance Measure is assigned a Weighted Percentage of 40%. By managing the strategic mix of business and visitor types, Operator (in conjunction with CVB under the CVB Agreement) will focus on total attendance for events and direct spending associated with the Facilities. Components of this Performance Measure will include measurement of hotel room nights booked and attendance of local, out-of-town, and exhibit visitors. The specific components of this Performance Measure (each of which will be weighted equally) will consist of the following:

Team San Jose Mgmt Agmt Third Amendment

(1) Hotel Room Nights. Measured as (A) the total number of hotel room nights sold by the CVB over the course of the Fiscal Year and (B) the total number of hotel room nights sold that can be directly or indirectly attributed to activities at the Facilities.

(2) Attendance. Applying the methodology described on Schedule 4.8(a)(2), Operator will measure and report the following visitor types and attendance:

(A) *Local/Social Visitors*: Attendees who do not require overnight accommodations. For events where there are no hotel room nights attached, all attendees are counted as *Local/Social Visitors* (with the exception of any *Exhibitor* attendees).

(B) *Out of Town Visitors*: Attendees who require overnight accommodations.

(C) *Exhibitors*: Attendees whose focus is to exhibit products, services, etc., to *Visitors* attending the host event.

(3) Estimated Economic Impact (EEI). A measure of direct visitor spending to be conducted based industry standard multiplier models mutually agreed upon by Operator and the City. The components of calculating this measure and the formula for applying the subject components to achieve a numerical result (the "Economic Impact Matrix") will be set forth on Schedule 4.8(a)(3) attached hereto, as amended from time to time during the Operating Term. Without limiting the generality of the foregoing, the components for calculating this measure shall include sales tax revenues arising from direct spending attributable to convention activity. Notwithstanding the foregoing, it is agreed that, for the first year of the Term, the matrix used by Destination Marketing Association International (DMAI) will be used to calculate the Economic Impact Matrix. In the event that Sports Economics matrix becomes available, City and Operator may agree to substitute this for the DMAI matrix.

(4) Return on Investment. A measure of the City's return on investment ("ROI") shall be calculated each Fiscal Year pursuant to a formula (the "ROI Formula") designed to determine the amount of revenue generated from the operation of the Facilities and CVB as compared to the cost of generating such revenue. In connection with the process for approving the Adopted Operating Budget, the parties shall meet and confer to discuss the appropriateness of the then current ROI Formula and to assess whether or not a replacement formula should be developed to measure the City's return on investment. In the event a new ROI Formula is adopted, it shall be effective on the first day of the immediately following Fiscal Year. The target ROI shall be set each year in connection with establishing the Adopted Operating Budget. Initially, the parties agree that the ROI shall be equal to that fraction:

(A) the **numerator** of which is equal to the sum of:

(i). the aggregate accrued gross revenues from the operation of the Facilities during the Fiscal Year, plus

(ii). Economic Impact Matrix as determined under Section 4.9(a)(3) for the subject Fiscal Year, and

Team San Jose Mgmt Agmt Third Amendment

(iii). Transient Occupancy Tax receipts allocated to Convention and Cultural Affairs Fund for the year for which is being measured, and

(iv). Revenues generated at the Convention Center Parking Garage.

(B) the **denominator** of which is equal to the sum of:

(i). direct and indirect expenses paid by Operator during the Fiscal Year on account of the operation of the Facilities, plus

(ii). the amount actually paid by the City and/or the RDA during the Fiscal Year on account of principal and interest payments due on bonds issued solely in connection with the financing of the original construction and/or expansion of the Facilities, and

(iii). Operating expenses associated with Convention Center Parking Garage, and

(iv). Debt service associated with repayment of Commercial Paper for the Convention Center expansion/renovation project.

(v). Marketing expenses associated with the Convention and Visitor's Bureau funded from the Convention and Cultural Affairs Fund. Marketing expenses associated with the Transient Occupancy Tax Fund, Airport, and the General Fund shall not be included.

(b) **Gross Operating Profit:** This category of Performance Measure is assigned a Weighted Percentage of 40%. As part of City's annual budgeting process and the approval of the Operating Budget, Operator and City will mutually agree on a target Gross Operating Profit from the operation of the Facilities. The revenue component for calculating Gross Operating Profit will consist of those revenues from operation of the Facilities listed above the "Total Revenue" line of the revised sample form of Income Statement attached hereto as Schedule 4.8(b) (the "Revised Sample Income Statement"), and will include revenue billed by the Operator on behalf of other vendors providing services to clients at the Facilities. Fund transfers from the CVB Budget shall not be included in Total Revenue. In connection with the process for approving the Operating Budget, and subject to the mutual agreement of the parties, the components of the Sample Income Statement may be modified during the annual budget process, in which event the modified form of Sample Income Statement shall be attached to this Agreement as a supplemental Schedule 4.8(b) to be effective under the Adopted Operating Budget for the subsequent fiscal year. The expense component for calculating Gross Operating Profit will consist of the direct and indirect expenses identified on the Revised Sample Income Statement; provided, however, Shared Employee expenses shall be limited to employees performing services only at the Facilities. Without limiting the foregoing, it is agreed that City Directed Expenses will be calculated below the Gross Operating Profit line. For purposes of this Agreement, the term "City Directed Expenses" means all expenditures paid directly by City or

Team San Jose Mgmt Agmt Third Amendment

incurred by City in connection with the operation of the Facilities including, without limitation, City oversight expenses (including, without limitation, the cost of City employees who are not dedicated exclusively to performing services at the Facilities), fire insurance premiums, and depreciation expense.

(c) **Theater Performance:** This category of Performance Measure is assigned a Weighted Percentage of 10% and will be designed to measure both activation of the Theaters and overall utilization of the Theaters. Activation of the Theaters will be measured by the extent to which Operator maintains or increases use of the Theaters on "Performance Days," and utilization of the Theaters will be measured by the extent to which the Theaters have "Occupied Days" during the Fiscal Year. For purposes of this Agreement, "Performance Days" means all days that City and Operator mutually agree (in connection with the approval of the Annual Budget) are both available and suitable for performance of a scheduled theatrical, musical or cultural performance or event (it being understood and agreed that all days that are "available" are not necessarily marketable for performance of public ticketed events). "Performance Days" shall be weighted at 7% of the total Theater Performance weighted measure of 10%. "Occupied Days" means all days that a Theater is utilized under contract and not available for booking for other events. "Occupied Days" shall be weighted at 3% of the total Theater Performance weighted measure of 10%.

(d) **Customer Service Survey Results:** This category of Performance Measure is assigned a Weighted Percentage of 10%. Operator will ask the decision maker of each event to rate their overall satisfaction with the product and services provided. Operator will create a standard survey instrument containing a series of product and service rating metrics, including the following summary question: "Based on the services provided, please rate our overall performance." The post facility use survey data will be sent directly to the Contract Administrator for review. In addition, Operator will work on developing an attendee survey to be distributed to convention attendees, subject to approval of the convention sponsor, and will present the survey process to City for approval within six months after the Effective Date; provided, however, the attendee survey will not form a basis for assessing Operator's performance with respect to this Performance Measure. Periodically, Contract Administrator and Operator shall review and discuss the survey data and identify, as necessary, areas for additional Operator attention and improvement.

2. Section 7 of the Agreement is amended to read as follows:

7. COMPENSATION

7.1 Fixed Executive Management Fee

City shall pay to Operator each year Six Hundred Thousand Dollars (\$600,000) per Operating Year as a "Fixed Executive Management Fee" to be paid to Operator's executive personnel (or their replacements). The Fixed Executive Management Fee is intended to provide for payment of a portion of the expenses incurred with respect to Operator's Executive Staff for salary, wages, taxes, and employee benefits ("Executive Compensation"). As of the Effective Date, the Operator's Executive Staff shall consist of those individuals with the titles and positions identified on Schedule 7.1 attached hereto (the "Executive Team"), which Schedule will be updated from year to year upon

Team San Jose Mgmt Agmt Third Amendment

the approval of the Operating Budget and from time to time during the year based on changes in personnel. The Fixed Executive Management Fee shall be paid in equal monthly installments over the 12 months of the Operating Year. The Fixed Executive Management Fee, Executive Management Fee and Incentive Fee shall not be considered an Operating Expense and, therefore, will be charged below the Gross Operating Profit line of the Income Statement. Any additional expenses associated with Executive Compensation shall be considered an Operating Expense and will be charged above the Gross Operating Profit line of the Income Statement.

7.2 Fixed Minimum Management Fee

In addition to the Fixed Executive Management Fee, City shall pay Operator the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) per calendar month as a "Fixed Minimum Management Fee." The Fixed Minimum Management Fee will be paid on the 15th day of each month during the term of this Agreement. The Fixed Minimum Management Fee shall be paid in consideration of the management services provided by Operator hereunder, and is fully earned by Operator when paid. It is understood and agreed that Operator may use and expend the proceeds of the Fixed Minimum Management Fee as determined in the sole and absolute discretion of the Board of Directors of Operator without the consent of or reporting to City. Notwithstanding the foregoing, to the extent that Operator is required to disclose the use or application of the proceeds of the Fixed Minimum Management Fee pursuant to Section 14.4 of this Agreement or pursuant to Internal Revenue Service Form 990 reporting requirements, Operator shall, consistent with reporting requirements, provide City with the same information that is required to be so reported.

7.3 Incentive Fee Measures

The Approved Operating Budget, as adopted from year to year during the Operating Term in accordance with the procedures set forth in Section 9.2, shall define the specific measurements for each of the Incentive Fee Measures described below, shall establish the sole criteria under this Agreement by which satisfaction of Incentive Fee Measures will be determined for each Operating Year, and shall assign a weighted percentage to each category of Incentive Fee Measure ("Weighted Incentive Fee Percentage") for purposes of establishing a formula for calculation of the annual Incentive Fee under Section 7.5 of this Agreement. The categories of incentive fee measurement goals by which Operator's Incentive Fee shall be measured (based on criteria established in the Approved Operating Budget from year to year) ("Incentive Fee Measures"), and the Weighted Incentive Fee Percentage assigned to each category, shall consist of the items and percentages listed below. The categories, components, and Weighted Incentive Fee Percentages assigned to the Incentive Fee Measures may be changed or modified from year to year as mutually agreed by City and Operator. A Weighted Incentive Fee Percentage will be calculated as the product of the extent to which Operator met the Incentive Fee Measure criteria for the subject Fiscal Year multiplied by the Weighted Incentive Fee Percentage assigned to such Incentive Fee Measure. By way of example, and not by way of limitation, if an Incentive Fee Measure is assigned a Weighted Incentive Fee Percentage of 40%, and it is determined that Operator met 95% of the incentive criteria for such Incentive Fee Measure, then Operator would have a Weighted Incentive Fee Percentage of 38% with respect to such Incentive Fee Measure (40% x 95% = 38%). The sum of the Weighted Incentive Fee Percentages shall then be determined for purposes of calculating the Incentive Fee

Team San Jose Mgmt Agmt Third Amendment

under Section 7.5. Sample calculations of the Incentive Fee Measure Percentage using a weighted scorecard approach are set forth in Schedule 7.2 to this Agreement. The Incentive Fee Measures and Weighted Incentive Fee Percentages assigned to each are described below:

- (a) **Economic Impact Measures:** This category of Incentive Fee Measure is assigned a Weighted Incentive Fee Percentage of 40%. By managing the strategic mix of business and visitor types, Operator (in conjunction with CVB under the CVB Agreement) will focus on total attendance for events and direct spending associated with the Facilities. Components of this Incentive Fee Measure will include measurement of hotel room nights booked and attendance of local, out-of-town, and exhibit visitors. The specific components of this Incentive Fee Measure (each of which will be weighted as shown below) will consist of the following:
1. Hotel Room Nights. Measured as (A) the total number of hotel room nights sold by the CVB over the course of the Fiscal Year and (B) the total number of hotel room nights sold that can be directly or indirectly attributed to activities at the Facilities. Hotel Room Nights will be weighted at 15%.
 2. Attendance. Attendance will be weighted at 10%. Applying the methodology described on Schedule 4.8(a)(2), Operator will measure and report the following visitor types and attendance:
 - a. *Local/Social Visitors*: Attendees who do not require overnight accommodations. For events where there are no hotel room nights attached, all attendees are counted as *Local/Social Visitors* (with the exception of any *Exhibitor* attendees).
 - b. *Out of Town Visitors*: Attendees who require overnight accommodations.
 - c. *Exhibitors*: Attendees whose focus is to exhibit products, services, etc., to *Visitors* attending the host event.
 3. Estimated Economic Impact (EEI). A measure of direct visitor spending to be conducted based industry standard multiplier models mutually agreed upon by Operator and the City. The components of calculating this measure and the formula for applying the subject components to achieve a numerical result (the "Economic Impact Matrix") will be set forth on Schedule 4.8(a) (3) attached hereto, as amended from time to time during the Operating Term. Without limiting the generality of the foregoing, the components for calculating this measure shall include sales tax revenues arising from direct spending attributable to convention activity. Notwithstanding the foregoing, it is agreed that, for the first year of the Term, the matrix used by Destination Marketing Association International

Team San Jose Mgmt Agmt Third Amendment

("DMAI") will be used to calculate the Economic Impact Matrix. EEI will be weighted at 15%.

- b. **Gross Revenue:** This category of Incentive Fee Measure is assigned a Weighted Incentive Fee Percentage of 40%. As part of City's annual budgeting process and the approval of the Operating Budget, Operator and City will mutually agree on a target Gross Revenue from the operation of the Facilities. In connection with the process for approving the Operating Budget, and subject to the mutual agreement of the parties, the components of the Sample Income Statement may be modified during the annual budget process, in which event the modified form of Sample Income Statement shall be effective under the Approved Operating Budget for the subsequent fiscal year. The revenue for calculating Gross Revenue will consist of those revenues from operation of the Facilities listed above the "Total Revenue" line of the sample form of income statement included as Schedule 4.8 (b) (the "Sample Income Statement"), and will not include revenue billed by the Operator on behalf of other vendors providing services to clients of the Facilities. Fund transfers from the CVB Budget shall not be included in Total Revenue. Revenues associated with the Convention Center Parking Garage will not be included in the calculation of the Gross Revenue, nor will Transient Occupancy Tax receipts which are deposited in the Convention and Cultural Affairs Fund for the year which is being measured.
- c. **Theater Performance.** This category of Incentive Fee Measure is assigned a Weighted Incentive Fee Percentage of 10%. Measuring activation of the Theaters, each will measure the subject Theater's performance during the previous year based on both "Performance Days" and "Occupied Days." For purposes of this Agreement, "Performance Days" means all days that City and Operator mutually agree (in connection with the approval of the Annual Budget) are both available and suitable for performance of a scheduled theatrical, musical or cultural performance or event (it being understood and agreed that all days that are "available" are not necessarily marketable for performance of public ticketed events). "Performance Days" shall be weighted at 7% of the total Theater Performance weighted measure of 10%. "Occupied Days" means all days that a Theater is utilized under contract and not available for booking for other events. "Occupied Days" shall be weighted at 3% of the total Theater Performance weighted measure of 10%
- d. **Customer Service Survey Results:** This category of Incentive Fee Measure is assigned a Weighted Incentive Fee Percentage of 10%. Operator will ask the decision maker of each event to rate their overall satisfaction with the product and services provided. Operator will create a standard survey instrument containing a series of product and service rating metrics, including the following summary question: "Based on the services provided, please rate our overall performance." The post facility use survey data will be sent directly to the Contract Administrator for review. In addition, Operator will work on developing an attendee survey to be

Team San Jose Mgmt Agmt Third Amendment

distributed to convention attendees, subject to approval of the convention sponsor, and will present the survey process to City for approval within six months after the Effective Date; provided, however, the attendee survey will not form a basis for assessing Operator's performance with respect to this Performance Measure. Periodically, Contract Administrator and Operator shall review and discuss the survey data and identify, as necessary, areas for additional Operator attention and improvement.

7.4 Incentive Fee

In addition to the Fixed Executive Management Fee and the Fixed Minimum Management Fee, City shall pay to Operator an annual incentive fee (the "Incentive Fee") in amount that shall vary based upon Operator's ability to achieve the Weighted Incentive Fee Percentages for each Operating Year. The Incentive Fee is considered a Non-Operating Expense and will be charged below the Gross Operating Profit line of the Income Statement. The Incentive Fee shall be paid within 120 days after the close of each Operating Year.

7.5 Determination of Incentive Fee.

The Incentive Fee payable under Section 7.4 shall be determined as follows:

(a) In the event that the sum of the Weighted Incentive Fee Percentages for each Incentive Fee Measure ("Weighted Incentive Fee Score") for the Operating Year for which the Incentive Fee is being calculated (including in the year of the termination of this Agreement) (the "Calculation Year") falls within the percentage shown in the Table below, then the Incentive Fee shall be the amount shown next to such percentage range:

Weighted Incentive Fee Score	Incentive Fee Amount
Less than 100%	No incentive Fee
At least 100% but less than 110%	\$200,000
At least 110% but less than 115%	\$300,000
115% or greater	\$350,000

(b) For example, if the Weighted Incentive Fee Score for the year is less than 100%, the Incentive Fee payable to Operator for such year would be \$ zero (0). Should the Weighted Incentive Fee Score for the year be at least 100% but less than 110%, the Incentive Fee payable to Operator would be \$200,000. In no event shall the Incentive Fee payable to Operator for any Fiscal Year exceed the Fixed Executive Management Fee. In addition, in no event shall the Incentive Fee be paid if Operator fails to achieve 90% of its performance measures for the fiscal year as to which the performance measures relate, or if Operator is in default of a material provision of this Agreement

Team San Jose Mgmt Agmt Third Amendment

during the Fiscal Year to which the Performance Measures relate, which default is not cured prior to the end of such fiscal year.

(c) The City shall pay monthly advances to Operator on account of the projected Incentive Fee for a given Calculation Year on the 15th of each calendar month in an amount each equal to one twelfth of the minimum Incentive Fee for such Calculation Year. At the conclusion of each Calculation Year, the actual Incentive Fee earned will be determined based on the Weighted Incentive Fee Score for that year, as shown in the sample calculations set for in Schedule 7.2 to this Agreement, and the Incentive Fee will be the amount associated with the Weighted Incentive Fee Score as shown in the table above. The actual Incentive Fee earned will be reconciled and compared to the total advances on account of the Incentive Fee paid to Operator during the subject Calculation Year. Any additional Incentive Fee due to Operator will be accrued in the Calculation Year and paid within 120 days after the Fiscal Year immediately following the subject Calculation Year. Prior to making any payment of additional Incentive Fee, City may make adjustments, if any, to the additional Incentive Fee due for any applicable adjustments to the annual Weighted Incentive Fee Score made as a result of the performance audit performed by the City's external auditor.

3. Section 10.5 of the Agreement is amended to read as follows:

10.5 Operating Account Balance

Operator shall furnish the City monthly statements showing the cash balance in the Operating Account, a monthly bank account reconciliation of the Operating Account, and the cash forecast for the following month, no later than 7 days prior to the end of each calendar month. In addition to the monthly reports operator shall provide City with a 3rd Quarter Report which is a thorough analysis of Operator actual spending to date and projected spending for the last three months of the then current Fiscal Year, compared to the budget appropriation and present any needed adjustments. Additionally, Operator's Board of Director's shall notify the City in advance of non-budgeted or change in the normal course of business decisions likely to result in a fiscal impact of \$250,000 or greater; and for any Contractual Obligations lasting one year or longer, that exceed \$100,000 per year. Based on such reports, the City's Director of Finance shall fund the Operating Subsidiary described in Section 10.4 in an amount sufficient to maintain during the next calendar month a minimum balance in the Operating Account of not less than the Operating Cash Balance Threshold amount then in effect. The Operating Cash Balance Threshold may be modified from time to time based on the anticipated requirements of operations on the mutual agreement of City and Operator.

4. Section 14 of the Agreement is amended by adding a new Section 14.3 to be numbered and entitled and to read as follows:

14.3 City Liaison to Team San Jose Board of Directors

Operator agrees that its Board of Directors will accept City designated liaisons from the City Managers Office and from the City Council to attend meetings of the Operator's Board of Directors. Operator agrees to provide the City designated liaisons with Notice of, as well as printed

Team San Jose Mgmt Agmt Third Amendment

and electronically distributed materials for, all meetings of the Board of Directors and will allow such liaisons to attend all meetings. The Board may exclude the liaisons from Board discussions regarding personnel decisions and, labor and City contract negotiations. The City liaisons will have no voting rights.

5. Section 14 of the Agreement is amended by adding a new Section 14.4 to be numbered and entitled and to read as follows:

14.4 Reporting of Officers' Compensation

City believes that it is in the public interest for the public to know how much the executive managers of City Facilities have been paid with subsidy from City tax dollars. Team San Jose agrees that, upon City's request, it shall deliver to City, in an electronic format reasonably acceptable to City, (a) a list of Team San Jose's then-current officers and former officers (each as defined below) who served with the prior 12 months of the request, together with the amount of total compensation paid, as well as the amount of obligations for future payments, to those officers and former officers in salary, benefits and any other compensation, including amounts paid under a separation agreement, if any, and (b) a copy of the Team San Jose's then-current organizational chart reflecting lines of authority within Team San Jose. For purposes of this Section 14.4, the terms "officers" and "former officers" means and is limited to the Chief Executive Officer, President, Vice President of Sales, Chief Operating Officer and Chief Financial Officer.

6. Schedule 4.8 (b), SAMPLE INCOME STATEMENT, is amended to read as set forth in the revised Schedule 4.8 (b) attached hereto.

7 All of terms and conditions of the Agreement, as amended by the First Amendment, not expressly modified by this Second Amendment shall remain unchanged and in full force and effect.

APPROVED AS TO FORM:

CITY OF SAN JOSÉ
A MUNICIPAL CORPORATION

Senior Deputy City Attorney

By _____
Name:
Title:
Date: _____

TEAM SAN JOSE, INC., A CALIFORNIA NONPROFIT
MUTUAL BENEFIT CORPORATION

By _____
Name:
Title:
Date: _____

Team San Jose Mgmt Agmt Third Amendment

Revised Schedule 4.8 (b)

	Month			Year-to-Date				
	Actual 2011-2012	Budget 2012-2013	Variance	Actual 2012-2013	Actual 2011-2012	Budget 2012-2013	Variance	Actual 2012-2013
Revenue								
Building Rental								
Audio/Visual Services								
Electrical/Utility Services								
Equipment Rentals								
Food & Beverage								
Labor								
Networking Services								
Telecommunication								
Convention Center Parking Garage								
TOT Receipts allocated to Fund 536 (current year only)								
Other Revenue								
Total Revenue								
Direct Expense								
Food and Beverage Cost								
F&B Labor								
Labor - Other Cost								
Shared Employees Salaries and Benefits								
Contract Outside Services								
Operating Supplies								
Repairs and Maintenance								
Emergency Repairs								
Gas Utilities								
Electric Utilities								
Equipment Rental/Leases								
Small Equipment & Tools								
Convention Center Parking Garage								
CVB Expenses (Convention and Cultural Affairs Fund only)								
Other								
Total Direct Expense								

Revised Schedule 4.8 (b)

	Month			Year-to-Date				
	Actual 2011-2012	Budget 2012-2013	Variance	Actual 2012-2013	Actual 2011-2012	Budget 2012-2013	Variance	Actual 2012-2013
Indirect Expense								
Admin & General Salaries								
Professional Services								
Computer Supplies								
Insurance								
Workers Compensation								
Office Supplies								
Postage								
Telephone								
Meeting Costs								
Recruiting								
Employee Training								
Travel and Entertainment								
Parking								
Dues and Membership								
Bad Debt Expense								
City Use								
Total Indirect Expense								
Total Expenses								
Gross Operating Profit								
Other (Non-Operating) Expense								
City Overhead- Additional								
Management Fee - Fixed								
Management Fee - Variable								
City Overhead - Budgeted								
City Oversight								
Depreciation Expense								
Total Other Expense								
Other (Non-Operating) Revenue								
Fire Insurance - City								
City Funded Repair & Maintenance								
City Contribution - Operating								
City Contribution - Capital								
Contribution - Other								
Total Other Revenue								
Net Income (Loss):								