



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW


CITY STAFF: _____
STAFF EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

DATE: 4/7/2025 TOTAL PAGES: (INCLUDING THIS PAGE) 3

CONSULTANT NAME: Jock Breitwieser
EMAIL: jock@socialsellinator.com
PHONE: (408) 656-3215

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN BLUE INK**
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fourth Amendment to Professional Services Agreement (“Fourth Amendment”) is made and entered into on the date that it is fully executed by the Parties (“Contract Date”). This Agreement is entered into by and between the OFFICE OF RETIREMENT SERVICES, CITY OF SAN JOSÉ, acting by and on behalf of the BOARD OF ADMINISTRATION OF THE FEDERATED CITY EMPLOYEES’ RETIREMENT SYSTEM and the BOARD OF ADMINISTRATION OF THE CITY OF SAN JOSÉ POLICE AND FIRE DEPARTMENT RETIREMENT PLAN (together, “Client”) on the one hand; and SOCIALLY RESPONSIBLE PARTNERSHIPS, a California limited liability company (“Company”) and SOCIALSELLINATOR, a California limited liability company (together “SocialSellinator”) on the other hand.

RECITALS

WHEREAS, effective March 1, 2021, Client and the Company entered into that certain Professional Services Agreement (“Agreement”);

WHEREAS, effective November 1, 2022, Client and the Company entered into a First Amendment to the Agreement; and

WHEREAS, effective June 10, 2024, Client and the Company entered into a Second Amendment to the Agreement to extend the term under the Agreement by one year and to increase the monthly fees to \$1,700 per month; and

WHEREAS, effective April 30, 2025, Client and the Company entered into a Third Amendment to the Agreement to extend the term under the Agreement by one year; and

WHEREAS, Client and the Company now wish to amend the Agreement to extend the term by one year to June 30, 2027;

WHEREAS, Client and the Company further wish to amend the Agreement to provide for a \$1,800 monthly retainer to become effective on July 1, 2026, and to (1) be split 50/50 between the two retirement plans, and (2) not to exceed a total of \$60,000 for total duration of the Agreement per retirement plan, as more particularly set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

SECTION 1. TERM OF THE AGREEMENT

Section 1 of the Agreement is hereby amended and restated in its entirety as follows:


1. Term. The term of this Agreement shall commence on March 1, 2021 and end on June 30, 2027, unless earlier terminated pursuant to the provisions of Exhibit A, Section 9 of the Terms and Conditions.

SECTION 2. SCOPE OF WORK FOR MONTHLY RETAINER


The Scope of Work for Monthly Retainer provided in Exhibit 1 attached to the Second Amendment is reinstated with the amended monthly retainer amount of \$1,800 that shall be effective as of July 1, 2026, which shall: (1) be split 50/50 between the two retirement plans and, and (2) not to exceed a total of \$60,000 for total duration of the Agreement per retirement plan.

SECTION 3. All of the terms and conditions of the Agreement, as amended by the First Amendment, the Second Amendment, and Third Amendment and not modified by this Fourth Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby agree to all of the above terms and have executed this Fourth Amendment as of the day and year first hereinabove written.

<p>“SOCIALSELLINATOR”</p> <p>DATED: <u>4/7/26</u></p> <p>SOCIALSELLINATOR, a California limited liability company</p> <p>By: </p> <p>Name: Jock Breitwieser</p> <p>Its: Owner</p> <p>Federal Tax ID #82-4330219</p>	<p>“CLIENT”</p> <p>DATED:</p> <p>OFFICE OF RETIREMENT SERVICES, CITY OF SAN JOSÉ, BY AND ON BEHALF OF THE BOARD OF ADMINISTRATION OF THE FEDERATED CITY EMPLOYEES’ RETIREMENT SYSTEM AND THE CITY OF SAN JOSÉ POLICE AND FIRE DEPARTMENT RETIREMENT PLAN</p> <p>By:</p> <p>Name: JOHN FLYNN</p> <p>Its: Chief Executive Officer</p>
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Approved as to Form:

 Dated: April 7, 2026
Maytak Chin
The Boards’ Outside General and Fiduciary Counsel