

## AMENDMENT NO. 2

This Amendment No. 2 ("Amendment") to that certain Services Agreement dated May 7, 2013 ("Agreement") is entered into by and between Rimini Street, Inc. ("Rimini Street") and City of Fresno, a California municipal corporation ("Client"). This Amendment is effective as of the date of the last signature of the parties below ("Amendment Effective Date").

This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

WHEREAS, Rimini Street and Client are parties to the Agreement and Rimini Street and Client now wish to agree upon certain related terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises herein, the Agreement is hereby amended as follows:

1. Section 3.A of Exhibit A is amended to reflect that the Annual Support Fee for the period from June 1, 2016 to May 31, 2017 (Year 4 of the Support Period) shall be \$ 330,776.00 USD and that unless terminated pursuant to Section 4 of the Agreement, the Annual Support Fee for Years 5 through 15 of the Support Period shall increase each Year by 5% over the fee for Services paid by Client for the immediately preceding contiguous Year.
2. Schedule A – Covered Products – Instance No. 2 of Exhibit A shall be revised to reflect that the Maximum License Metric has increased from "\$600,000,000 Rev" to "\$1,150,000,000.00 Rev".

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by, this Amendment.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year written below each signature.

CITY OF FRESNO,  
A California municipal corporation

RIMINI STREET, INC.,  
A Nevada corporation

By \_\_\_\_\_  
\_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Seth Ravin \_\_\_\_\_

Title: \_\_\_\_\_

Title: CEO \_\_\_\_\_

(If corporation or LLC, Board Chair, Pres. or Vice Pres.)

Date: \_\_\_\_\_

Date: May 6, 2016 \_\_\_\_\_

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk


By:  \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

Name: Thomas Shay \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Title: SVP and CIO \_\_\_\_\_  
(If corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

By:  \_\_\_\_\_  
Brandon M. Collet  
Deputy City Attorney

5/10/16  
Date

Date: May 9, 2016 \_\_\_\_\_

Addresses:  
CITY:  
City of Fresno  
Attention:  
Bryon Horn  
Assistant CIO  
2600 Fresno Street, Room 1059  
Fresno, CA 93721  
Phone: (559) 621-7119  
FAX: (559) 457-1045

CONSULTANT:  
Rimini Street, Inc.  
Attention: Thomas Shay  
SVP and CIO  
3993 Howard Hughes Parkway, Suite 500  
Las Vegas, Nevada 89169  
Phone: (925) 484-9211