

## FIRST AMENDMENT TO MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO MANAGEMENT AGREEMENT (First Amendment) made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, amends the Amended and Restated Management Agreement between the City of Fresno, a municipal corporation (City) and SMG, a Pennsylvania general partnership (SMG).

### RECITALS

- A. City and SMG are parties to that certain Amended and Restated Management Agreement, effective January 1, 2014, (the Management Agreement), pursuant to which SMG provides City with management services, including operations and marketing services, for the Fresno Convention and Entertainment Center (Services).
- B. The Management Agreement provides for an initial Management Term, which term expires on June 30, 2019.
- C. The parties desire to extend the Management Term by a period of six month to allow time to negotiate in good faith upon the terms for a Renewal Term as allowed under Section 3.2 of the Management Agreement.
- D. Pursuant to Section 14.2(e) of the Management Agreement, the parties may amend the Management Agreement upon mutual agreement.

### AMENDMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Management Term. Section 3.1 of the Management Agreement shall be deleted in its entirety and replaced with the following:

The remaining term of this Agreement shall end at midnight on December 31, 2019, unless earlier terminated pursuant to the provisions of this Agreement (the "Management Term").

2. Terms. Except as otherwise provided herein, the Management Agreement remains in full force and effect.
3. Exhibits. This First Amendment contains zero (0) exhibits

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

SMG,  
a Pennsylvania general  
partnership

By: \_\_\_\_\_  
Wilma Quan-Schechter  
City Manager

By: John F. Burns  
Name: John F. Burns

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: RS [Signature] 6.4.19  
Raj Singh Badhesha Date  
Senior Deputy City Attorney

By: [Signature]  
Name: BRUCE HANSON

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

Title: SI. VP & GENERAL COUNSEL  
(If corporation or LLC, CFO,  
Treasurer, Secretary, or Assistant  
Secretary)

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