

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO MANAGEMENT AGREEMENT (Second Amendment) made and entered into as of this _____ day of _____, 2025, amends the 2020 Management Agreement between the City of Fresno, a municipal corporation (City) and ASM Global Fresno, LLC, a Delaware limited liability company (ASM).

RECITALS

WHEREAS, the City and ASM are parties to that certain 2020 Management Agreement, effective June 11, 2020, (the Management Agreement), pursuant to which ASM provides City with management services, including operations and marketing services, for the Fresno Convention and Entertainment Center (Services); and

WHEREAS, the First Amendment of the Agreement was executed on November 22, 2021, to waive the annual financial statement for Fiscal Year 2020-21 in response to the COVID-19 impacts on service; and

WHEREAS, the term of the Management Agreement is effective for a period of five years from the Effective Date of the Agreement; and

WHEREAS, the City has solicited a Request for Qualifications (RFQ) for a multi-year contract for management services of the Fresno Convention and Entertainment Center (FCEC); and

WHEREAS, the completion of RFQ process will extend beyond the current contract term with ASM; and

WHEREAS, the City and ASM mutually agree to continue the Management Agreement for an additional six months through December 11, 2025, to accommodate the completion of the RFQ process.

AGREEMENT

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. Recitals. The foregoing Recitals are incorporated by reference into this Second Amendment.

2. Management Term. The term of this Agreement shall be extended for a period of six months terminating December 31, 2025.

3. Management Fee. The annual Management Fee, subject to an annual adjustment per Section 4.1 of the Management Agreement, shall be prorated for the six-month term and payable to ASM in equal monthly installments.

4. Exhibits. This Second Amendment contains zero exhibits.

5. Except as otherwise provided herein, the Agreement entered into by the City and ASM, dated June 11, 2020, remains in full force and effect.

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

ASM,
a Delaware limited liability
company

By: _____
Georgeanne A. White
City Manager

By: _____
Name: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

By: _____ Date
Christine C. Charitar
Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, MMC
City Clerk

Title: _____
(If corporation or LLC, CFO,
Treasurer, Secretary, or Assistant
Secretary)

By: _____
Deputy