

### **THIRD AMENDMENT TO MANAGEMENT AGREEMENT**

THIS THIRD AMENDMENT TO MANAGEMENT AGREEMENT (Third 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 Legends Global Merchandise, LLC (Legends Global), formerly known as 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 term of the Management Agreement was effective for a period of five years from the Effective Date of the Agreement; 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 Second Amendment of the Agreement was executed on June 11, 2025, to extend the contract term to December 31, 2025, to allow additional time for the bidding process; 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 City has selected a new vendor for the management services and wishes to allow additional time for a transition between vendors; and

WHEREAS, as of September 10, 2025, ASM changed their company name to Legends Global; and

WHEREAS, the City and Legends Global now mutually agree to continue the Management Agreement for an additional one month through January 31, 2026, to accommodate the transition process with a new vendor.

#### **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 Third Amendment.

2. Management Term. The term of this Management Agreement shall be extended for a period of one month, terminating on January 31, 2026.
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 seven-month term and payable to Legends Global, in equal monthly installments.
4. Exhibits. This Third Amendment contains zero exhibits.
5. Except as otherwise provided herein, the remaining provisions of the Management Agreement dated June 11, 2020, remain in full force and effect.

[Signatures follow on the next page.]

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

Legends Global Merchandise,  
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:  
Amy K. Aller  
Interim City Clerk

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

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