

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO MANAGEMENT AGREEMENT (First Amendment) made and entered into as of this 22 day of NOVEMBER, 2021, 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

- A. 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).
- B. Section 6.1 of the Management Agreement requires ASM to provide the City with annual financial audit within 120 days of the close of each Fiscal Year.
- C. For Fiscal Year 2020-21, due to the unanticipated impacts of the COVID-19 pandemic and associated public health emergency, activity at the Fresno Convention and Entertainment Center was de minimis in nature.
- D. In light of the pandemic, the parties have agreed that an annual audit in accordance with Section 6.1 of the Management Agreement is unnecessary and have agreed to waive the audit obligation for Fiscal Year 2020-2021 only to avoid the apparent unnecessary expense.
- E. Pursuant to Section 12.2(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. Recitals. The foregoing Recitals are incorporated by reference into this First Amendment.
- 2. Waiver of Annual Financial Statement. For Fiscal Year 2020-21 only, in light of the impacts of COVID-19 on the Services, the parties acknowledge and agree that ASM shall not be obligated to provide an annual financial audit as required by Section 6.1 of the Management Agreement.
- 3. Exhibits. This First Amendment contains zero 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

ASM,
a Delaware limited liability
company

By: _____
Thomas Esqueda
City Manager

By: Michael Krouse

Name: MICHAEL KROUSE

Title: REGIONAL VICE PRESIDENT
(If corporation or LLC, Board
Chair, Pres. or Vice Pres.)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ Date _____
Raj Singh Badhesha
Assistant City Attorney

By: _____

Name: _____

ATTEST:
TODD STERMER, CMC, MMC
City Clerk

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

By: _____
Deputy