

Recording Requested By:

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(Recording Fee Exempt under Section 6103 of the California Government Code)

**AMENDMENT TO MASTER FACILITIES SUBLEASE**

by and between

the

FRESNO JOINT POWERS FINANCING AUTHORITY

and the

CITY OF FRESNO

Dated as of \_\_\_\_\_ 1, 2025

**(Relating to the Master Facilities Sublease  
dated as of April 1, 2008)**

**(Releasing the Municipal Services Center)**

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## **AMENDMENT TO MASTER FACILITIES SUBLEASE**

This Amendment to Master Facilities Sublease, dated as of \_\_\_\_\_ 1, 2025 (the “Amendment to Master Facilities Sublease”), by and between FRESNO JOINT POWERS FINANCING AUTHORITY (the “Authority”), a public entity and agency, duly organized and existing pursuant to an agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Fresno and the Redevelopment Agency of the City of Fresno, as lessor, and the CITY OF FRESNO (the “City”), a charter city and municipal corporation duly organized and validly existing under the Constitution and laws of the State of California, as lessee;

### **W I T N E S S E T H:**

WHEREAS, the City has entered into a Master Facilities Lease with the Authority, dated as of April 1, 2008, and recorded on April 29, 2008 in the Office of the County Recorder of the County (the “County Recorder”) under Recorder’s Serial No. 2008-0061752, as heretofore amended and supplemented, including as amended and supplemented by the First Amendment to Master Facilities Lease, dated as of May 1, 2008, and recorded on June 12, 2008 in the Office of the County Recorder under Recorder’s Serial No. 2008-0085028, the Second Amendment to Master Facilities Lease, dated as of August 1, 2008, and recorded on August 14, 2008 in the Office of the County Recorder under Recorder’s Serial No. 2008-0115786, the Third Amendment to Master Facilities Lease, dated as of May 1, 2017 and recorded on May 10, 2017 in the Office of the County Recorder under Recorder’s Serial No. 2017- 0057676 and the Fourth Amendment to Master Facilities Lease, dated as of October 1, 2020 and recorded on November 3, 2020 in the Office of the County Recorder under Recorder’s Serial No. 2020-0156983 (the “Facilities Lease”), pursuant to which certain facilities and the respective sites (collectively, the “Facilities”) were leased to the Authority, including the Municipal Services Center (as further described in the Facilities Lease);

WHEREAS, the City has entered into a Master Facilities Sublease with the Authority, dated as of April 1, 2008, and recorded on April 29, 2008 in the Office of the County Recorder under Recorder’s Serial No. 2008-0061753 (the “Original Sublease”), as heretofore amended and supplemented, including as amended and supplemented by a First Amendment to Master Facilities Sublease with the Authority, dated as of May 1, 2008, and recorded on June 12, 2008 in the Office of the County Recorder under Recorder’s Serial No. 2008-0085029 (the “First Amendment to Original Sublease”), a Second Amendment to Master Facilities Sublease with the Authority, dated as of August 1, 2008, and recorded on August 14, 2008 in the Office of the County Recorder under Recorder’s Serial No. 2008-0115787 (the “Second Amendment to Original Sublease”), a Third Amendment to Master Facilities Sublease with the Authority, dated as of May 1, 2017 and recorded on May 10, 2017 in the Office of the County Recorder under Recorder’s Serial No. 2017-0057676-00 (the “Third Amendment to Original Sublease”) and a Fourth Amendment to Master Facilities Sublease, dated as of October 1, 2020 and recorded on November 3, 2020 in the Office of the County Recorder under Recorder’s Serial No. 2020-0156984 (the “Fourth Amendment to Original Sublease” and, collectively with the Original Sublease, First Amendment to Original Sublease, Second Amendment to Original Sublease and Third Amendment to Original Sublease, the “Facilities Sublease”) pursuant to which the Authority leased back the Facilities to the City;

WHEREAS, pursuant to Section 2.03 of the Facilities Sublease and Section 1 of the Facilities Lease, the City has the right from time to time to release property from the Facilities, subject to the conditions set forth in the Facilities Lease and Facilities Sublease;

WHEREAS, the City desires to withdraw the Municipal Services Center from the Facilities (as described in Exhibit A, the “Withdrawn Property”), and has in all respects duly authorized such withdrawal and the execution and delivery of this Amendment;

NOW, THEREFORE, THIS AMENDMENT TO MASTER FACILITIES SUBLEASE expressly declares that in consideration of mutual covenants and agreements herein and in the Facilities Sublease contained, the City and the Authority do hereby agree and covenant as follows:

**SECTION 1. Termination of Withdrawn Property.** The Facilities Sublease is hereby terminated with respect to the Withdrawn Property, as described in Exhibit A hereto, and the Withdrawn Property is hereby withdrawn as part of the Facilities. The property description of the Municipal Services Center as set forth in Exhibit A to the Facilities Sublease is hereby amended to remove the property description set forth in Exhibit A hereto.

**SECTION 2. California Law.** This Amendment shall be construed and governed in accordance with the laws of the State of California.

**SECTION 3. Effective Upon Execution; Counterparts.** This Amendment shall become effective upon the date of recordation hereof in the office of the Fresno County Recorder. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Authority shall preserve undestroyed, shall together constitute but one and the same instrument.

**SECTION 4. Effect of Amendment.** From and after the date of recordation hereof in the office of the Fresno County Recorder, the Facilities Sublease shall be deemed to be modified and amended in accordance with this Amendment, and the respective rights, duties and obligations under the Facilities Sublease of the City and the Authority shall thereafter be determined, exercised and enforced as specified in the Facilities Sublease subject in all respects to the modification and amendment contained herein and the terms and conditions of this Amendment shall be deemed to be a part of the terms and conditions of the Facilities Sublease for any and all purposes.

**SECTION 5. Definitions.** Capitalized terms used in this Amendment and not otherwise defined shall have the meanings given such terms in the Facilities Sublease.

IN WITNESS WHEREOF, the parties hereto have executed and this Amendment to Master Facilities Sublease by their officers thereunto duly authorized as of the day and year first written above.

FRESNO JOINT POWERS FINANCING  
AUTHORITY, as Lessor

By \_\_\_\_\_

CITY OF FRESNO, as Lessee

By \_\_\_\_\_

## **CONSENT OF THE TRUSTEE**

The undersigned, as Trustee pursuant to that certain Trust Agreement, dated as of April 1, 2008, by and between Fresno Joint Powers Financing Authority and The Bank of New York Mellon Trust Company, N.A., as successor trustee, as heretofore amended and supplemented, hereby consents to the execution and delivery of this Amendment to Master Facilities Sublease for the purposes set forth herein.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee

By \_\_\_\_\_

**[NOTARY ACKNOWLEDGEMENTS TO BE INCLUDED HERE]**

**EXHIBIT A**

**DESCRIPTION OF WITHDRAWN PROPERTY**

**(MUNICIPAL SERVICES CENTER)**

All of that certain real property situated in the City of Fresno, State of California, described as follows:

[to come]