

FIRST AMENDMENT TO FACILITIES LEASE

This First Amendment to Facilities Lease (No. 2004-2) dated as of July 1, 2020, (this "First Amendment") is made and entered into by and between the CITY OF FRESNO, a charter city and municipal corporation organized and existing under the Constitution and the laws of the State of California (the "City"), as lessor, and the FRESNO JOINT POWERS FINANCING 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" (the "Authority"), as lessee, to amend that certain Facilities Lease (No. 2004-2), dated as of April 1, 2004 (the "Facilities Lease"), by and between the City and the Authority, which was recorded in the Official Records of the County of Fresno, California, on April 28, 2004 as Document No. 2004-0092298.

W I T N E S S E T H

WHEREAS, pursuant to the Facilities Lease, the Authority agreed to lease from the City certain real property located in the City, together with improvements, if any, from time to time located thereon (as more particularly described in the Facilities Lease, the "Facilities");

WHEREAS, pursuant to that certain Facilities Sublease, dated as of April 1, 2004 (the "Facilities Sublease"), the City agreed to lease the Facilities back from the Authority for the purposes and in the manner described therein;

WHEREAS, pursuant to Section 1 of the Facilities Lease and Section 2.03 of the Facilities Sublease, the City has the right at any time to, among other things, substitute properties as the Facilities, subject to and in compliance with the terms of the Facilities Lease and Facilities Sublease;

WHEREAS, the City desires to withdraw certain real property and the improvements thereon from the Facilities (as described in Exhibit A, the "Withdrawn Property") and to substitute the remaining existing real property and improvements as the Facilities, and has in all respects duly authorized such withdrawal and the execution and delivery of this First Amendment; and

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

SECTION 1. Termination of Withdrawn Property. The Facilities Lease is hereby terminated with respect to the Withdrawn Property, as described in Exhibit A, and the Withdrawn Property is hereby withdrawn as part of the Facilities.

SECTION 2. Amendment of Property Description. The property description of the Facilities as set forth in Exhibit A to the Facilities Lease is hereby amended and replaced in its entirety by the property description set forth in Exhibit B hereto.

SECTION 3. California Law. This First Amendment shall be construed and governed in accordance with the laws of the State of California.

SECTION 4. Effective Upon Execution; Counterparts. This First Amendment shall become effective upon the date of recordation hereof in the office of the Fresno County Recorder. This First 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 5. Effect of Amendment. From and after the date of recordation hereof in the office of the Fresno County Recorder, the Facilities Lease shall be deemed to be modified and amended in accordance with this First Amendment, and the respective rights, duties and obligations under the Facilities Lease of the City and the Authority shall thereafter be determined, exercised and enforced as specified in the Facilities Lease subject in all respects to the modification and amendment contained herein and the terms and conditions of this First Amendment shall be deemed to be a part of the terms and conditions of the Facilities Lease for any and all purposes.

SECTION 6. Definitions. Capitalized terms used in this First Amendment and not otherwise defined shall have the meanings given such terms in the Facilities Lease.

(Remainder of Page Intentionally Left Blank)

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

CITY OF FRESNO, as Lessor

By _____

FRESNO JOINT POWERS FINANCING
AUTHORITY, as Lessee

By _____

CONSENT OF THE TRUSTEE

The undersigned, as Trustee pursuant to that certain Trust Agreement dated as of April 1, 2004 by and between Fresno Joint Powers Financing Authority and The Bank of New York Mellon Trust Company, N.A., as successor trustee, relating to Fresno Joint Powers Financing Authority Lease Revenue Bonds (Various Capital Projects) Series 2004, hereby consents to the execution and delivery of this First Amendment to Facilities Lease (No. 2004-2) 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

PROMENADE PARKING LOT

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

[to come]

EXHIBIT B

(THIS EXHIBIT AMENDS EXHIBIT A TO THE FACILITIES LEASE)

DESCRIPTION OF FIRE STATION NO. 17 AND FIRE STATION NO. 15

All that certain real property, together with all buildings and other improvements, if any, from time to time located thereon, situated in the City of Fresno, State of California, described as follows:

[to come]

Recording Requested By:

City of Fresno, California

After Recording Mail To:

Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105
Attn: Philip C. Morgan, Esq.

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

FIRST AMENDMENT TO FACILITIES LEASE (No. 2004-2)

by and between

the

CITY OF FRESNO

and the

FRESNO JOINT POWERS FINANCING AUTHORITY

Dated as of July 1, 2020

(Relating to the Facilities Lease dated as of April 1, 2004 and recorded on April 28, 2004.)

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