

Recording Requested By:

City of Fresno, California

After Recording Mail To:

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

AMENDMENT TO MASTER FACILITIES LEASE

by and between

the

CITY OF FRESNO

and the

FRESNO JOINT POWERS FINANCING AUTHORITY

Dated as of _____ 1, 2025

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

(Releasing the Municipal Services Center)

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AMENDMENT TO MASTER FACILITIES LEASE

This Amendment to Master Facilities Lease (the “Amendment to Master Facilities Lease”), dated as of _____ 1, 2025, by and between the CITY OF FRESNO, a charter city and municipal corporation duly organized and existing under the Constitution and 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;

W I T N E S S E T H

WHEREAS, this Amendment to Master Facilities Lease is entered into in order to supplement in certain respects a lease between the City and the Authority entitled “Master Facilities Lease,” dated as of April 1, 2008, and recorded on April 29, 2008 in the Office of the County Recorder of the County of Fresno (the “County Recorder”), under Recorder’s Serial No. 2008-0061752 (the “Original Lease”), 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 “First Amendment to Original Lease”), and 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 “Second Amendment to Original Lease”), and 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- 0057675 (the “Third Amendment to Original Lease”) 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 “Fourth Amendment to Original Lease” and, collectively with the Original Lease, the First Amendment to Original Lease, the Second Amendment to Original Lease and the Third Amendment to Original Lease, the “Facilities Lease”);

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”), including the Municipal Services Center (as further described in the Facilities Lease);

WHEREAS, pursuant to that certain Master Facilities Sublease, dated as of April 1, 2008, as heretofore amended and supplemented (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, release property from the Facilities, subject to and in compliance with the terms of 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; and

NOW, THEREFORE, THIS AMENDMENT TO MASTER 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 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 Lease 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, 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 Lease shall be deemed to be modified and amended in accordance with this 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 Amendment shall be deemed to be a part of the terms and conditions of the Facilities Lease 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 Lease.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Master 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, 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 Lease 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]