

December 16, 2024

County of Fresno  
Internal Services Department  
333 W. Pontiac Way  
Clovis, CA 93612

Attn: Director of Internal Services/Chief Information Officer

Re: Sale/Purchase Agreement and Escrow Instructions dated August 21, 2024 (“**Purchase Agreement**”)  
Approximately thirty (30) acres of improved real property known as the University  
Medical Center Campus Hospital – (“**Real Property**”)  
415 S Cedar Ave Fresno P-623789 – (“**Escrow**”)

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Dear Sirs:

Please find attached a First Amendment to Sale/Purchase Agreement and Escrow Instructions (“**First Amendment**”) which I prepared and signed in reference to the above Purchase Agreement and pending Escrow.

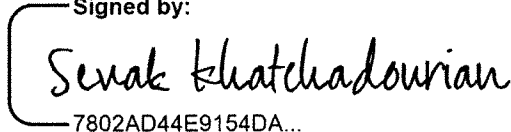
After careful review and analysis, it became essential that the parties address and agree to several important matters, properly stated in the attached First Amendment, before proceeding any further with the above transaction.

These changes are essential to the Purchase Agreement. And given the upcoming due diligence deadline, I kindly request your approval as soon as possible.

Please be advised that if the attached modification are accepted by the County, Buyer shall waive any further contingencies and is ready to proceed with closing escrow.

Please let me know at your earliest. Thank you for your kind consideration.

Sincerely,

Signed by:  
  
7802AD44E9154DA...

Sevak Khatchadourian

## FIRST AMENDMENT SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

**THIS FIRST AMENDMENT TO SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS** (this “First Amendment”), dated as of December 16, 2024 (the “**Effective Date**”), is entered into by and between the COUNTY OF FRESNO, a political subdivision of the State of California, referred to herein as the (“**Seller**”) and Sevak Khatchadourian and/or assignee, referred to herein as the (“**Buyer**”).

### RECITALS

**WHEREAS**, on August 21, 2024, Buyer and Seller entered into a Sale/Purchase Agreement and Escrow Instructions (“**Purchase Agreement**”), whereby Seller agreed to sell and Buyer agreed to buy approximately thirty (30) acres of improved real property located at the northeast corner of South Cedar Avenue and East Kings Canyon Road, County of Fresno, State of California, more particularly described in Exhibit A to the Purchase Agreement, (collectively, the “**Real Property**”);

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby acknowledge and agree to the following amendments to be made to the Purchase Agreement as follows:

1. Amendments to the Purchase Agreement
  - A. The amount of Fifty Thousand (“\$50,000.00”) US Dollars initially paid by Buyer at the time of bidding for the Real Property at auction shall be credited towards the Pu deposit paid on the day of the auction will be applied towards the purchase.
  - B. The parties acknowledge and agree that the Real Property shall be divided into four (4) separate lots, each with a separate APN and legal description. An approximate depiction of the four lots after completion of the subdivision is attached hereto to this First Amendment as Exhibit 1. At close of escrow, Parcel 1, 3, and 4 shall be transferred over Buyer or its designated assignee, and the County shall retain ownership of Parcel 2. The entire cost of the subdivision of the four separate parcels shall be borne by the County.
  - C. The amount of Three Hundred and Fifty Thousand (“\$350,000.00”) US Dollars shall be applied in favor of Buyer as a credit towards the Purchase Price in lieu of repairs to water damage in the basement of the main hospital building.
  - D. The amount of Three Hundred and Fifty Thousand (“350,000.00”) US Dollars shall be applied in favor of Buyer as a credit towards the Purchase Price in lieu of additional electric power supply expenditures to the several buildings and structures of the Real Property.

E. The parties shall cooperate with each other as needed in order to address and finalize any necessary issues related to CC&Rs, covenants and easements as needed.

2. **Binding Effect.** This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

3. **Effectiveness of Purchase Agreement.** Except as specifically modified by this First Amendment, the provisions of the Purchase Agreement, are hereby ratified by the Parties and the terms and provisions thereof shall remain in full force and effect.

4. **Warranty of Authority.** If any party hereto purports to be a corporation, limited liability company or a partnership, each of the persons executing this First Amendment on behalf of that party hereby covenants and warrants that (i) such party is a duly authorized and existing entity qualified to do business in California, (ii) the persons signing on behalf of that party have full right and authority to enter into this First Amendment, and (iii) each and every person signing on behalf of that party are authorized to do so.

5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. **Signatures.** The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this First Amendment had been signed and physically delivered. The Parties agree that they each (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signatures.

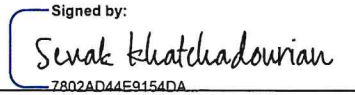
7. **Conflicts.** Any conflict between the provisions of the Purchase Agreement including its Addendums and Exhibits and the provisions of this First Amendment shall be controlled by the provisions of this First Amendment.

//////////////////SIGNATURE PAGE TO FOLLOW//////////////////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

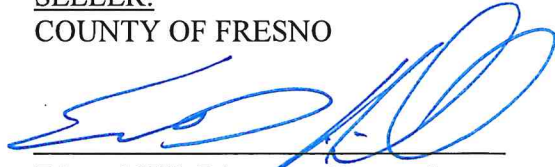
Sevak Khatchadourian

Signed by:  
  
7802AD44E9154DA

Sevak Khatchadourian

SELLER:

COUNTY OF FRESNO

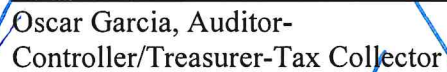


Edward Hill, Director of Internal  
Services/Chief Information Officer

Approved as to Legal Form:

  
Daniel Cederborg, County Counsel

Approved as to Accounting Form:

  
Oscar Garcia, Auditor-  
Controller/Treasurer-Tax Collector

**EXHIBIT 1**

