

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (AGT 16-551/L-286), (hereinafter "FIRST AMENDMENT") by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "LESSEE", and FRESNO-AIR LTD , a California Limited Partnership, whose address is 8050 N. Palm, Suite 300, Fresno, CA 93711, hereinafter referred to as "LESSOR".

WITNESSETH:

WHEREAS, LESSOR and LESSEE are parties to that certain Lease Agreement #16-551, dated September 13, 2016 ("Lease Agreement"), for lease of office space described therein (the "Premises"); and

WHEREAS, LESSEE desires that the LESSOR perform Tenant Improvements (hereinafter "TI's") of painting and carpeting in designated areas; and

WHEREAS, LESSOR and LESSEE now desire to amend the Lease Agreement in order to facilitate LESSOR's performance of the TI's, as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 8. TENANT IMPROVEMENTS, located on page 3 (three) of the Lease Agreement inserted between lines 22 and 23 thereof is the following:

Upon execution of the FIRST AMENDMENT TO LEASE AGREEMENT by the Parties, LESSOR shall provide the Sheriff/Corner/Public Administrator or his/her authorized designee (referred to herein as "Lessee's Authorized Designee") final drawings, plans and specifications for the TI's listed in Exhibit "C", attached hereto and by this reference incorporated herein, to the Premises. The drawings, plans and specifications shall be subject to the written approval of the Lessee's Authorized Designee, which approval shall be obtained prior to LESSOR commencing work on the TI's. Any modification to the drawings, plans and specifications shall be subject to the written approval by both LESSOR and the Lessee's Authorized Designee. LESSOR shall complete the work on the TI's within ninety (90) days of the final approval of the drawings, plans,

1 and specifications by the Lessee's Authorized Designee.

2 LESSOR shall complete the TI's in Exhibit "C" in an amount not to exceed \$11,130.00, with
3 the actual cost being referred to as the "Project Cost." LESSOR shall provide LESSEE with an
4 invoice outlining the components of the Project Cost, including an outline of all costs and
5 expenditures related to the TI's, all in sufficient detail to LESSEE's satisfaction, within five (5) days
6 of completing the work.

7 Upon completion of the TI's, LESSEE shall pay LESSOR monthly ADDITIONAL RENT as
8 provided herein. The monthly ADDITIONAL RENT amount will be determined by evenly dividing
9 the Project Cost by the amount of then remaining whole months on this lease, up until June 30,
10 2021. This monthly amount will be payable on the first of day of such first then remaining whole
11 month, along with rent, and for every first day of the remaining months on this lease, up until June
12 1, 2021.

13 The Parties agree that this FIRST AMENDMENT TO LEASE AGREEMENT is sufficient
14 to amend the LEASE AGREEMENT. The LEASE AGREEMENT is hereby amended, ratified
15 and continued. It is the intent of the Parties that all other provisions of the LEASE
16 AGREEMENT shall remain unchanged.

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1 IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT as
2 of the day and year first hereinabove written.

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4 LESSOR:
5 FRESNO-AIR LTD, a California Limited
6 Partnership

7 Russell G. Smith, Managing Member of
8 High Sierra Development, LLC, General
9 Partner

10 DATE: 3-27-18

11 LESSEE:
12 COUNTY OF FRESNO

13 Sal Quintero, Chairperson of the Board
14 Of Supervisors of the County of Fresno

15 DATE: 4-3-18

16 ATTEST:
17 Bernice E. Seidel
18 Clerk of the Board of Supervisors
19 County of Fresno, State of California

20 By: Susan Bishop
21 Deputy

22 FOR ACCOUNTING USE ONLY:

23 ORG No.: 3110
24 Account No.: 7340
25 Fund: 0001
26 Subclass: 10000
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