

**FIRST AMENDMENT TO SALE/PURCHASE AGREEMENT  
AND ESCROW INSTRUCTIONS**

THIS FIRST AMENDMENT TO THE SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("First Amendment") is made and entered into this 5th day of November, 2019 ("Effective Date of First Amendment"), by and between the County of Fresno, a political subdivision of the State of California ("Buyer"), and CMG Construction Management, Inc., a California corporation ("Seller"). Seller and Buyer are sometimes collectively referred to herein as the "Parties," and singularly as a "Party." Unless otherwise stated herein, capitalized terms shall have the same meaning as stated in the Sale/Purchase Agreement, referenced below.

**WITNESSETH:**

WHEREAS, on September 24, 2019, Buyer and Seller entered into that certain Sale/Purchase Agreement and Escrow Instructions, Seller's Agreement No. 19-486 ("Sale/Purchase Agreement") for the Seller's sale to Buyer of certain real property described therein, which real property is located at the northeast corner of South Cedar Avenue and East Kings Canyon Road, County of Fresno;

WHEREAS, under Section 2.02 of the Sale/Purchase Agreement, Buyer, among other things, shall have until sixty (60) days from the Effective Date (described in the Sale/Purchase Agreement as the ending date of the "Due Diligence Period") to perform and complete all remaining due diligence regarding the Real Property, as stated further therein;

WHEREAS, Buyer has determined the Due Diligence Period is insufficient for Buyer to complete its due diligence, and would like to extend the Due Diligence Period, as provided herein;

WHEREAS, the Sale/Purchase Agreement describes the Buyer's lease to Seller of a portion of the Real Property, which lease is entered into by Buyer and Seller, Buyer's Agreement No. 19-488 ("Lease");

WHEREAS, the Lease was subsequently amended by the First Amendment to Lease Agreement (which shall be collectively referred to hereinafter as "the Lease, as Amended"); and

WHEREAS, both Parties are agreeable to these amendments to the Sale/Purchase Agreement.

NOW, THEREFORE, upon the Parties' execution of this First Amendment, Buyer and Seller

1 agree to amend the Sale/Purchase Agreement as follows:

2 1. Section B of the Recitals of the Sale/Purchase Agreement is deleted, and replaced with  
3 the following:

4 "Buyer and Seller mutually desire to allow Seller to lease parking, office, and clinical space  
5 on the Real Property ("Leased Property"), as is more particularly described in Exhibit B,  
6 attached hereto and incorporated herein by this reference. Buyer and Seller shall enter  
7 into, contemporaneous with this Agreement, a Lease Agreement ("Lease Agreement") as  
8 amended by the First Amendment to Lease Agreement (collectively, "Lease, as  
9 Amended") for lease of the Leased Property by Seller, in the form attached to this  
10 Agreement as Exhibit C. This Agreement is expressly contingent on Buyer leasing the  
11 Leased Property to Seller, pursuant to the terms of the Lease, as Amended."  
12

13 2. Section 1.05 of the Sale/Purchase Agreement is deleted, and replaced with the following:

14 "At Closing, Seller and Buyer agree that all Leased Property depicted in Exhibit B shall be  
15 leased by Buyer to Seller. Buyer accepts and agrees that this Agreement is contingent on  
16 and contemporaneous with Buyer executing the Lease, as Amended, Agreement No. 19-  
17 488, concurrently executed with this Agreement. The Lease, as Amended, Agreement No.  
18 19-488, further identifies the responsibilities of Buyer and Seller, and includes excluded  
19 assets and fixtures, access to property, utility costs, term dates, and all other relevant  
20 terms."  
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22 3. Section 2.02 of the Sale/Purchase Agreement is deleted, and is replaced with the following:

23 "2.02 Inspection of the Real Property. Buyer and Buyer's agents, employees, and  
24 representatives (collectively "Buyer's Agents"), may investigate, inspect, and conduct such  
25 tests upon the Real Property, and each portion thereof, as Buyer deems necessary or  
26 advisable ("Buyer's Inspection"), provided however, such testing shall not in any way  
27 cause any damage or destruction or diminution of value to the Real Property, or any  
28 portion thereof. Buyer acknowledges that Buyer commenced its inspection of the Real

1 Property prior to Buyer's execution of this Agreement. Within three (3) days of the  
2 execution of this Agreement, Seller shall provide to Buyer any and all leases, service  
3 contracts, and other agreements, of any kind, related to or made in conjunction with the  
4 Real Property. Buyer's review of said leases, contracts and agreements shall be  
5 considered part of the Buyer's Inspection and due diligence. Buyer's approval of any such  
6 leases, contracts or agreements shall be a condition precedent to the close of escrow, and  
7 Buyer shall have the right to cancel this Agreement, within the Due Diligence Period, with  
8 no recourse to Seller if Buyer is unsatisfied with the obligations to be assumed under any  
9 such leases, contracts or agreements. Buyer shall have until ninety (90) days from the  
10 Effective Date (ending date of the "Due Diligence Period") to perform and complete all  
11 remaining due diligence regarding the Real Property, which may include review of matters  
12 of title, obtaining all necessary approvals from the Board of Supervisors, inspection of the  
13 physical condition of the Real Property, obtaining an acceptable Phase 1 Environmental  
14 review, and conducting other such due diligence as Buyer determines appropriate."  
15

16 4. Buyer and Seller agree that this First Amendment is sufficient to amend the  
17 Sale/Purchase Agreement, and that upon the Parties' execution of this First Amendment, the  
18 Sale/Purchase Agreement and this First Amendment shall together be considered the "Sale/Purchase  
19 Agreement."

20 5. The Sale/Purchase Agreement, as hereby amended, is ratified and continued. All  
21 provisions, terms, covenants, conditions and promises contained in the Sale/Purchase Agreement, and not  
22 amended herein, shall remain in full force and effect.  
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1 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and  
2 year first hereinabove written.

3 **BUYER:**  
4 CMG CONSTRUCTION MANAGEMENT, INC.

5 

6 Mark Stevenson, CEO

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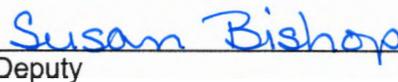
**SELLER:**  
COUNTY OF FRESNO



Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

11 ATTEST:  
12 Bernice E. Seidel  
13 Clerk of the Board of Supervisors  
14 County of Fresno, State of California

16 By:

17   
18 Deputy

22 FOR ACCOUNTING USE ONLY:

23 FUND: 1020/Multiple  
24 SUBCLASS: 10000  
25 ORG: 8905/Multiple  
26 ACCOUNT: 7294/Multiple

