

1 AMENDMENT I TO LEASE AGREEMENT AGT. #13-092

2 This AMENDMENT I TO LEASE AGT. #13-092 (hereinafter "AMENDMENT
3 I") is made and entered into this 12th day of September, 2017, between the
4 COUNTY OF FRESNO, a political subdivision of the State of California, 333 W.
5 Pontiac Way, Clovis, CA 93612 (hereinafter "LESSOR") and RICHARD A. CIUMMO &
6 ASSOCIATES, INC., 123 E. 4th Street, Madera, CA 93638 (hereinafter "LESSEE").

7 WHEREAS, LESSOR and LESSEE are Parties to that certain Lease
8 Agreement #13-092, dated February 26, 2013 (hereinafter "LEASE"), for the property
9 at the location commonly known as 3333 E. American Avenue, Fresno, CA 93725,
10 which includes office space known as Rooms C101, C102, C103, C104, C105, C106,
11 C107, C108, C109, C110, and C111, (hereinafter "Premises"); and

12 WHEREAS, LESSEE uses the Premises as office space; and

13 WHEREAS, the LEASE expired on June 30, 2017; and

14 WHEREAS, LESSOR and LESSEE (hereinafter the "Parties") now desire to
15 retroactively extend the lease term, effective July 1, 2017.

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

18 1. Section 2 "TERM," of this LEASE, located on page 1, lines 19 through 28
19 and page 2, lines 1 through 3, is deleted in its entirety and replaced with
20 the following:

21 "2. TERM –

22 (A) Three (3) year term: LESSOR leases to LESSEE the Premises for an initial 3
23 year term commencing on July 1, 2012 and ending on June 30, 2015.

24 (B) Month-to-Month: After June 30, 2015, the term of this AGREEMENT shall
25 become month-to-month. On or after July 1, 2015, either Party to this
26 AGREEMENT may terminate this AGREEMENT upon giving the other Party
27 thirty (30) days advance written notice. Unless sooner terminated, this LEASE
28 shall end on June 30, 2022. The Parties waive the thirty (30) days advance

written notice as a condition to termination of the month-to-month term on the date of June 30, 2022. LESSEE acknowledges that after June 30, 2022 LESSEE has no right to or interest in possession, occupancy or use of the Premises.”

2. Section 2 "RENT," of this LEASE1, located on page 2, lines 4 through 13, is deleted in its entirety and replaced with the following:

"2. RENT – LESSEE agrees to pay rent to LESSOR for the Premises on or before the 1st each month beginning July 1, 2012, according to the following schedule:

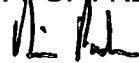
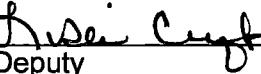
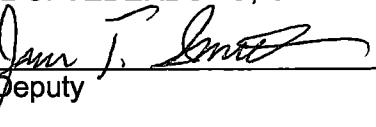
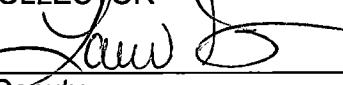
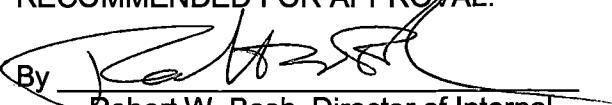
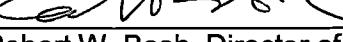
Date	Rent/Month
July 1, 2012	\$ 1,233.61
July 1, 2013	\$ 1,258.29
July 1, 2014	\$ 1,283.45
July 1, 2015	\$ 1,309.12
July 1, 2016	\$1,335.30
July 1, 2017	\$ 1,362.01
July 1, 2018	\$ 1,389.25
July 1, 2019	\$ 1,417.04
July 1, 2020	\$ 1,445.38
July 1, 2021	\$ 1,474.28

The Parties agree that this Amendment I is sufficient to amend the LEASE and that, upon execution of this AMENDMENT I, the LEASE and this AMENDMENT I shall together be considered the LEASE. All provisions set forth in the LEASE and not amended herein shall remain in full force and effect.

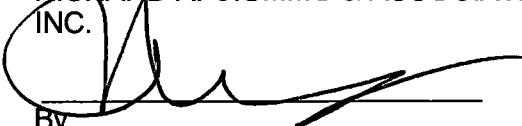
EXECUTED as of the date first herein specified.

¹ The original lease agreement identifies both the Term and Rent clauses as Section 2.

Ciummo/GSA8935

1 LESSEE:
2 COUNTY OF FRESNO3 By 
4 Brian Pacheco, Chairman
5 Board of Supervisors6 ATTEST: BERNICE E. SEIDEL, CLERK
7 BOARD OF SUPERVISORS8 By 
9 Deputy10 APPROVED AS TO LEGAL FORM:
11 DANIEL C. CEDERBORG, COUNTY COUNSEL12 By 
13 Deputy14 APPROVED AS TO ACCOUNTING FORM:
15 OSCAR J. GARCIA, CPA
16 AUDITOR-CONTROLLER/TREASURER-
17 TAX COLLECTOR18 By 
19 Deputy20 RECOMMENDED FOR APPROVAL:
21 
22 By 
23 Robert W. Bash, Director of Internal
24 Services/Chief Information Officer25 Fund No. 1045
26 Subclass 10000
27 Org. No. 8935
28 Acct. No. 3404

29 FL-083/Ciummo/JJC/8935

30 LESSOR:
31 RICHARD A. CIUMMO & ASSOCIATES,
32 INC.33 By 
34 Richard A. Ciummo, President35 By 
36 Michael P. Fitzgerald, CEO