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Ciummo/GSA8935

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

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

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

WHEREAS, LESSEE uses the Premises as office space; and

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

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

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

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

"2. TERM –

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

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

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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 LEASE<sup>1</sup>, 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 1<sup>st</sup> 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.

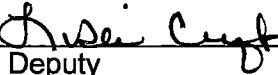
<sup>1</sup> The original lease agreement identifies both the Term and Rent clauses as Section 2.

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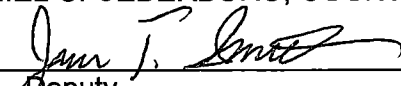
LESSEE:  
COUNTY OF FRESNO

By   
Brian Pacheco, Chairman  
Board of Supervisors

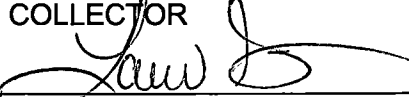
ATTEST: BERNICE E. SEIDEL, CLERK  
BOARD OF SUPERVISORS

By   
Deputy

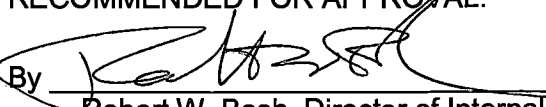
APPROVED AS TO LEGAL FORM:  
DANIEL C. CEDERBORG, COUNTY COUNSEL

By   
Deputy

APPROVED AS TO ACCOUNTING FORM:  
OSCAR J. GARCIA, CPA  
AUDITOR-CONTROLLER/TREASURER-  
TAX COLLECTOR

By   
Deputy


RECOMMENDED FOR APPROVAL:

By   
Robert W. Bash, Director of Internal  
Services/Chief Information Officer

Fund No. 1045  
Subclass 10000  
Org. No. 8935  
Acct. No. 3404

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LESSOR:  
RICHARD A. CIUMMO & ASSOCIATES,  
INC.

By   
Richard A. Ciummo, President

By   
Michael P. Fitzgerald, CEO