

FIRST AMENDMENT TO LEASE/OPTION TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE/OPTION TO PURCHASE AGREEMENT (AGT 17-520) (hereinafter "FIRST AMENDMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between RIVER PARK PROPERTIES III, a California limited partnership, 265 E. River Park Circle, Suite 150, Fresno, CA 93711 (hereinafter "Landlord") and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac Way, Clovis, CA 93612, (hereinafter "Tenant"). LESSOR and LESSEE may, hereinafter, be referred to collectively as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease/Option to Purchase Agreement #17-520, dated September 26, 2017 ("Lease/Option to Purchase Agreement") for lease with option to purchase of office space at 2100 Tulare Street, Fresno, CA 93721 (the "Premises"); and

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

1. Section 35.1 Landlord Contingency, located on page 25 (Twenty-five) is deleted and replaced with the following:

35.1 Landlord Contingency. Notwithstanding anything to the contrary contained herein, but subject to sub-sections 35.1 and 35.2 herein, this Lease shall be contingent and conditional upon Landlord obtaining New Market Tax Credits ("Landlord Contingency") in an amount not less than \$8,000,000 cash and on terms and conditions acceptable to Landlord, in its sole discretion. Landlord shall have the right to terminate this Lease upon written notice to Tenant on or prior to the earlier date to occur of (1) June 30, 2018, or, (2) Landlord's delivery to Tenant of Landlord's executed written assurance that Landlord Contingency has been satisfied ("Waiver Landlord Contingency"). Under no circumstances whatsoever shall Landlord's right to terminate this Lease pursuant to this Section 35.1 extend beyond the earlier of (1) or (2) written hereinabove.

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2. Section 35.2 Plans and Cost Contingency, located on page 25 (Twenty-five) is deleted and replaced with the following:

35.2 Plans and Costs Contingency. Further notwithstanding anything to the contrary contained herein, this Lease shall be contingent and conditional upon both Landlord and Tenant mutually approving plans and specifications (“Plans, Specifications and Criteria”) for the Tenant improvements (“Improvements”) to be constructed by Landlord in the Premises and Landlord and Tenant’s mutual approval of the costs thereof (“Plans and Costs Contingency”). The Plans, Specifications and Criteria drawings will not be commenced to be prepared by Landlord until this Lease is fully executed. Either party shall have the right to terminate this Lease, upon written notice to the other party, on or before the earlier to occur of (i) June 30, 2018 or (ii) both parties’ delivery to the other of their executed written assurance that the Plans and Costs Contingency has been satisfied. Under no circumstances whatsoever shall either party’s right to terminate this Lease pursuant to this Section 35.2 extend beyond the earlier of (i) or (ii) written hereinabove.

The Parties agree that this FIRST AMENDMENT is sufficient to amend the LEASE OPTION TO PURCHASE AGREEMENT. The LEASE/OPTION TO PURCHASE AGREEMENT is hereby amended, ratified and continued. It is the intent of the Parties that all other provisions of the LEASE/OPTION TO PURCHASE AGREEMENT shall remain unchanged. The Parties agree that, upon execution of this FIRST AMENDMENT, the LEASE/OPTION TO PURCHASE AGREEMENT and this FIRST AMENDMENT shall together be considered the LEASE/OPTION TO PURCHASE AGREEMENT.

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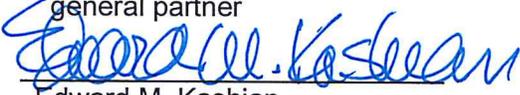
EXECUTED as of the date first herein specified.

LESSOR:  
River Park Properties III,  
a California Limited Partnership

LESSEE:  
COUNTY OF FRESNO

By: Lance-Kashian and Company  
a California corporation,  
general partner

By: \_\_\_\_\_  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

By:   
Edward M. Kashian  
Chief Executive Officer

ATTEST: BERNICE E. SEIDEL,  
Clerk to the Board of Supervisors  
County of Fresno, State of California

By: \_\_\_\_\_  
Deputy

Fund No. 0001  
Subclass 10000  
Org. No. 2860