

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT ("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 ("Lessee"), and CMG Construction Management, Inc., a California corporation ("Lessor"). Lessee and Lessor 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 Lease referenced below.

WITNESSETH:

WHEREAS, on September 24, 2019, Lessee and Lessor entered into that certain Lease Agreement, Lessee's Agreement No. 19-488 ("Lease") for the Lessor's lease to Lessee of a portion of Lessor's 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, Section 2 of the Lease, as well as Exhibit C to the Lease, describe the portion of Lessor's real property leased by Lessor to Lessee, divides the leased area into four "Phases," and establishes each Lease Phase's termination date;

WHEREAS, Lessee would like to amend Section 2 and Exhibit C of the Lease to extend the termination dates of the Lease Phases, as provided herein; and

WHEREAS, both Parties are agreeable to these amendments to the Lease.

NOW, THEREFORE, upon the Parties' execution of this First Amendment, Lessee and Lessor agree to amend the Lease as follows:

1. Section 2 of the Lease is deleted, and is replaced with the following:

"Commencing on the Close of Escrow date, the total term of this Lease shall be for a period of four (4) years and six days, ("Term"), and shall end on December 30, 2023. Both Parties agree that this Term shall be composed of the four (4) phases (individually, each a "Phase"; See Revised Exhibit C) described below:

A. The Phase 1 ("Phase 1") term of this Lease shall begin on the Close of Escrow date, and end on December 31, 2021, unless terminated earlier by LESSEE. The portion



1 of the Premises included in Phase 1 includes Buildings 307, 314, 318, 326, 332,
2 333, 334, and Lots G and H. LESSEE may terminate the Phase 1 term at any time,
3 upon thirty (30) days' written notice to LESSOR.

4 B. The Phase 2 ("Phase 2") term of this Lease shall begin on the Close of Escrow date,
5 and end on December 31, 2020, unless terminated earlier by LESSEE. The portion
6 of the Premises included in Phase 2 includes Building 320, and Lots C, D, and E
7 with Reciprocal Parking on Lots T and F, understanding that Fresno Fairground
8 parking will take priority per the terms of their lease. LESSEE may terminate the
9 Phase 2 term at any time, upon thirty (30) days' written notice to LESSOR.

10 C. The Phase 3 ("Phase 3") term of this Lease shall begin on the Close of Escrow date,
11 and end on December 31, 2022, unless terminated earlier by LESSEE. The portion
12 of the Premises included in Phase 3 includes Buildings 311, 315, 317, 335, and Lots
13 L, N, O, and R. LESSEE may terminate the Phase 3 term at any time, upon thirty
14 (30) days' written notice to LESSOR.

15 D. The Phase 4 ("Phase 4") term of this Lease shall begin on the Close of Escrow date,
16 and end on December 31, 2023, unless terminated earlier by LESSEE. The portion
17 of the Premises included in Phase 4 includes Buildings 308, 309, 310, 313, and 319,
18 and Lots F, J, M, and T. LESSEE may terminate the Phase 4 term at any time, upon
19 thirty (30) days' written notice to LESSOR.

20 In no event shall the Term of this Lease extend beyond December 31, 2023. The facilities that are
21 included in each Phase, as described above, are shown in further detail on the attached Revised Exhibit C,
22 which is incorporated by this reference."

23 2. Exhibit C – Phase Map of the Lease is deleted, and the attached updated Revised Exhibit C
24 - Phase Map is hereby attached, and incorporated by this reference.

25 3. Lessee and Lessor agree that this First Amendment is sufficient to amend the Lease, and
26 that upon the Parties' execution of this First Amendment, the Lease and this First Amendment shall
27 together be considered the "Lease."

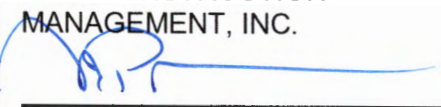
28 4. The Lease, as hereby amended, is ratified and continued. All provisions, terms, covenants,

1 conditions and promises contained in the Lease, and not amended herein, shall remain in full force and
2 effect.

3 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and
4 year first hereinabove written.

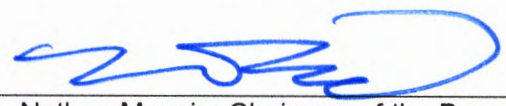
5 **LESSOR:**

6 CMG CONSTRUCTION
7 MANAGEMENT, INC.

8 
Mark Stevenson, CEO

LESSEE:

COUNTY OF FRESNO


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

10 **ATTEST:**

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

13 **FOR ACCOUNTING USE ONLY:**

14 FUND: 1020/Multiple
15 SUBCLASS: 10000
ORG: 8905/Multiple
ACCOUNT: 7294/Multiple

By:

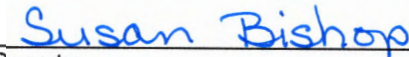
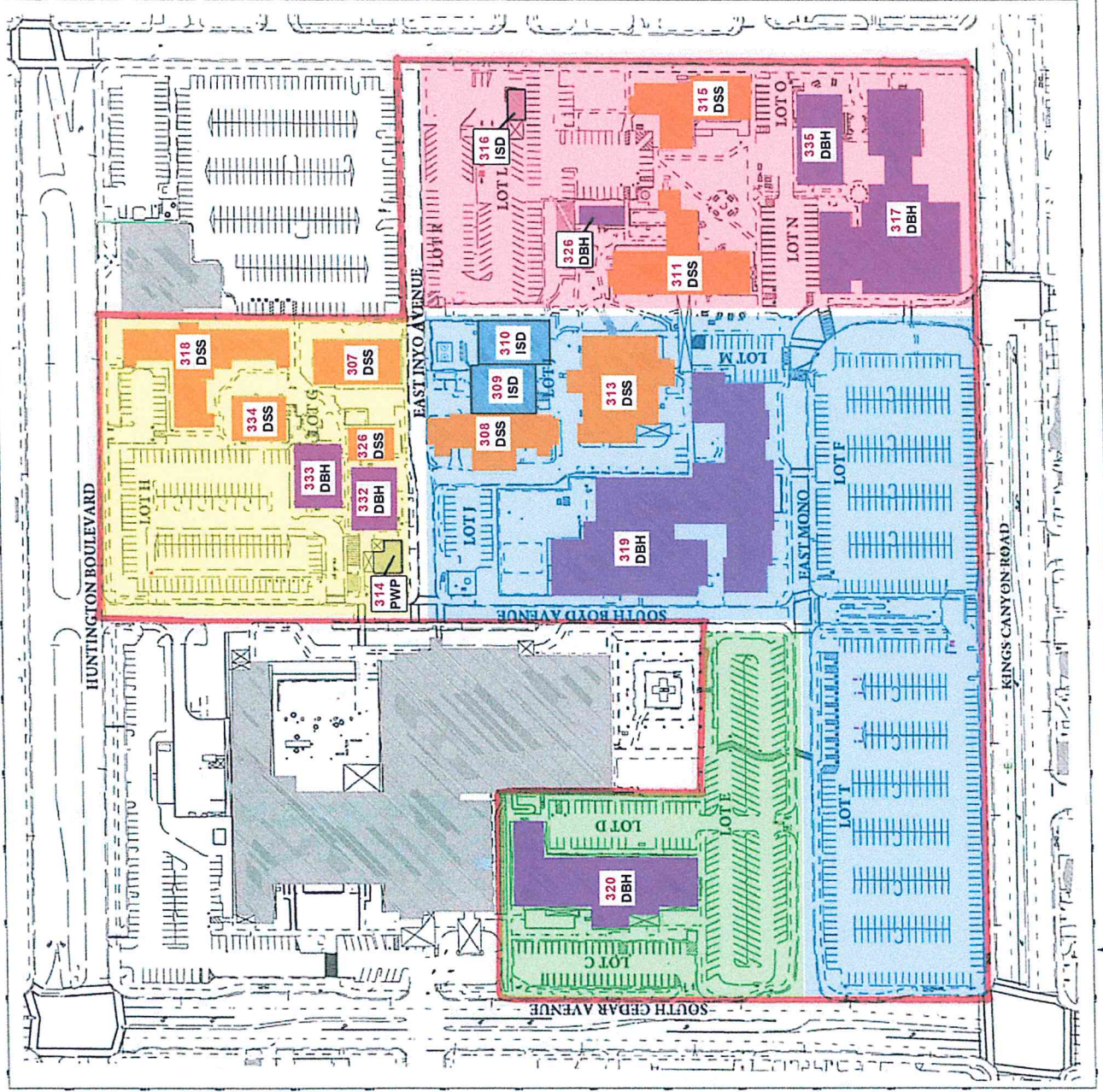

Deputy

Exhibit C -- Leased Property



Yellow, Phase 1,
Vacate by
12/31/2021

Green, Phase 2,
Vacate by
12/31/2020

Pink, Phase 3,
Vacate by
12/31/2022

Blue, Phase 4,
Vacate by
12/31/2023

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