

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR  
PURCHASE OPTION AND RIGHT OF ACCESS**

This First Amendment to the Amended and Restated Agreement (First Amendment) made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, amends the Amended and Restated Agreement entered between Cesar Chavez Foundation, a California non-profit public benefit corporation (CCF) and the City of Fresno, a municipal corporation (City).

**RECITALS**

On or about March 5, 2015, CCF and the City entered into an Agreement for Purchase Option and Right of Access (Purchase Agreement) wherein CCF paid \$5,000 for an exclusive option to purchase the Property for \$904,000 with an Option Period effective until March 5, 2016.

On or about January 20, 2016, CCF and the City entered into an Amended and Restated Agreement for Purchase Option and Right of Access (Amended and Restated Agreement), which amended and restated the Purchase Agreement to modify the Option Period, Purchase Price, and included a provision for CCF to reconvey a portion of the Property back to the City.

On September 7, 2016, pursuant to the terms of the Amended and Restated Agreement, CCF extended the Option Period for ninety days to December 29, 2016.

The Parties hereto desire to modify the term of the Amended and Restated Agreement.

**AMENDMENT**

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree the aforesaid Amended and Restated Agreement be amended as follows:

1. Section 4 of the Amended and Restated Agreement (Original Term) is extended to December 31, 2017, subject to any earlier termination in accordance with the Amended and Restated Agreement.

2. Except as otherwise provided herein, the Amended and Restated Agreement entered into by CCF and the City remains in full force and effect.

3. In the event of any conflict between the body of this First Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this First Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto, which purport to modify the allocation of risk between the Parties, provided for within the body of this First Amendment, and shall be null and void.

IN WITNESS WHEREOF, CCF and the City have signed this First Amendment on the dates and in the year set forth below.

CITY OF FRESNO, a municipal corporation

By: \_\_\_\_\_  
BRUCE RUDD  
City Manager

Dated: \_\_\_\_\_, 2016

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

Dated: \_\_\_\_\_, 2016

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
TRACY N. PARVANI  
Deputy City Attorney

Dated: \_\_\_\_\_, 2016

CESAR CHAVEZ FOUNDATION, a California non-profit public benefit corporation

By: \_\_\_\_\_  
PAUL S. PARK  
Secretary

Dated: 11/21/, 2016