

**FRESNO BASEBALL CLUB, LLC
1800 TULARE STREET
FRESNO, CA 93721**

December 17, 2015

City Manager
City of Fresno
2600 Fresno Street
Fresno, CA 93721-3602

*Re: Second Amendment to Amended and Restated
Stadium Sublease Agreement ("Second Amendment")*

Dear Sir:

Effective as of December __, 2015, the City of Fresno ("City") and Fresno Baseball Club, LLC ("Tenant") entered into the Second Amendment. The City and Tenant are hereinafter collectively referred to as "Parties." Capitalized terms not defined herein shall have the meanings ascribed to them in the Second Amendment.

The following provisions are related to and are a part of the Second Amendment; however, because such provisions are of limited applicability and duration, the Parties have elected to set forth such provisions in this letter agreement. Notwithstanding the foregoing, the Parties agree that the Second Amendment and this letter agreement collectively constitute one agreement, that the following provisions are binding and enforceable by the Parties to the same extent as if set forth in the Second Amendment and that a default under this letter agreement shall constitute a default under the Second Amendment. Accordingly, the Parties agree as follows:

(3) Section 14.1(k) is hereby amended and restated in its entirety to read as follows:

"(k) To the extent not already paid by Tenant, upon execution hereof by City and Tenant and upon receipt of invoices from City thereafter, Tenant shall reimburse City for any and all fees and expenses of City's consultants and lawyers retained to assist in evaluating, negotiating, documenting and implementing this Second Amendment, provided; however, that:

(i) Tenant shall not be obligated to reimburse City for the fees and expenses of Venue Solutions Group; and

(ii) Prior to the engagement of any consultant for which the City intends to seek reimbursement, City shall first notify Tenant of the

estimated cost and anticipated scope of work of said consultant and Tenant shall have a right to approve the terms of such engagement, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, Tenant shall have no right to approve the terms of engagement by the City of either Barrett Sports Group, LLC ("BSG"), Husch Blackwell LLP or any other law firm retained by City, but City shall use its best efforts to engage such persons or entities on commercially reasonable terms."

(4) Section 14.1(n) is hereby added to the Agreement, as follows:

"(n) If BSG (i) on or after November 1, 2014, is the first to identify, and promptly notifies City and Tenant in writing thereof, a person or entity who then becomes a purchaser of the equity interests in or assets comprising the Grizzlies, or (ii) is the procuring force of a purchaser of the equity interests in or assets comprising the Grizzlies (which transaction under such circumstances may include a person or entity previously contacted by the Grizzlies, Dominick & Dickerman, LLC, or any other broker or agent of Tenant), then upon the closing of any such transaction on or before March 31, 2016, or on a later date as mutually agreed by the Parties if a sale transaction is in process on March 31, 2016, the Grizzlies shall pay to City (which, in turn, shall pay to BSG), within ten (10) days after that closing, without offset or deduction of any kind, a "Finder's Fee" in an amount equal to 2.5% of the gross transaction amount as evidenced by the documents implementing such purchase and sale transaction.

(i) If BSG is paid a Finder's Fee as described above, Tenant shall have no obligation to reimburse City for BSG's transaction oriented professional hourly fees and expenses incurred from and after July 31, 2014, pursuant to Article 14.1(k) hereof.

(ii) If Dominick & Dickerman, LLC, or any other broker or agent of Tenant, first identifies or is the procuring force of a purchaser of the equity interests in or assets comprising the Grizzlies so as to be entitled to a transaction based fee to the exclusion of BSG under this Section 14.1(n) above, Tenant shall promptly reimburse City for all of BSG's transaction oriented professional hourly fees and expenses incurred from and after July 31, 2014.

(iii) If the Grizzlies are not sold by March 31, 2016, Tenant shall promptly reimburse City for BSG's transaction oriented professional hourly fees and expenses incurred from and after July 31, 2014 through March 31, 2016."

Please sign below to evidence the City's agreement with the terms hereof.

FRESNO BASEBALL CLUB, LLC

By: _____
Christopher P. Cummings, President

Accepted and agreed to this _____ day of _____, 2015.

CITY OF FRESNO

By: _____
City Manager