

**THIRD AMENDMENT TO TULARE COUNTY AGREEMENT NO. 23812 FOR LEASE OF PREMISES AT 1845
DINUBA BLVD, VISALIA, CALIFORNIA**

This Third Amendment ("Amendment") to Agreement Number 23812 ("Agreement") is entered into as of July 9, 2024 between FAIRYWAY PROPERTIES, LLC, a California limited liability company, hereinafter referred to as "LESSOR," and the COUNTY OF TULARE, hereinafter referred to as "COUNTY." LESSOR and COUNTY are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. WHEREAS, Lessor and County heretofore entered into Tulare County Agreement No. 23812 for the Alteration and Lease of real property at 1845 N. Dinuba Blvd., in the City of Visalia on November 19, 2008 to house the Health & Human Services Agency (HHS) for a term of seven (7) years, ending June 25, 2016; and
- B. WHEREAS, Tulare County Agreement No. 23812 was previously entered into with Joe & Cora Gong Family Limited Partnership and Tom and Sarah Gong Family Limited Partnership. Title of the real property was transferred to Fairway Properties, LLC on November 25, 2014. "LESSOR" therefore, refers to either owner; and
- C. WHEREAS, the Parties entered into a First Amendment on June 14, 2016 to remove the 90-day notice requirement to extend the term; and
- D. WHEREAS, COUNTY exercised its option to renew the lease on June 20, 2016, extending the term through June 30, 2021; and
- E. WHEREAS, on June 26, 2021, the Parties entered into a Second Amendment to Tulare County Agreement No. 23812 and extended the term by five (5) years, ending June 25, 2026, with two (2), five (5) year options to renew; and
- F. WHEREAS, the Parties now desire to execute a Third Amendment in order to require additional Alterations to the Premises, and to revise the rent payment provisions of the Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Paragraph 3.1.1 of Tulare County Agreement No. 23812 is amended as of the date this amendment is entered into to read, in full, as follows:

3.1.1 Daily Rent: Rent shall be prorated for any partial month at the rate of 1/30th of the Base Monthly Rent per day.

2. Paragraph 3.1.2 of Tulare County Agreement No. 23812 is amended as of the date this amendment is entered into to read, in full, as follows:

3.1.2 Base Monthly Rent: In consideration for the improvements described in Exhibit B herein, beginning the first day of the first month following Tulare County Board of Supervisor's approval of this Amendment ("Amendment Effective Date"), and ending June 30, 2025, COUNTY shall pay to LESSOR monthly rent, without deduction, set off, prior notice, or demand, the sum of FIFTY SIX THOUSAND NINE HUNDRED EIGHTEEN DOLLARS AND THIRTY CENTS (\$56,918.30). Base Monthly Rent for the period beginning July 1, 2025 to June 25, 2026, shall be reduced to FIFTY

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FIVE THOUSAND SIX HUNDRED AND THIRTY FIVE DOLLARS AND NINETY THREE CENTS (\$55,635.93). Thereafter, rent shall be adjusted annually in accordance with Paragraph 3.1.4, below.

For purposes of the Agreement, the first day of the first full month following the Date of Possession shall remain the to as the "Anniversary Date".

3. Paragraph 3.1.4 of Tulare County Agreement No. 23812 is amended as of the date this amendment is entered into to read, in full, as follows:

3.1.4 Annual Adjustment: Monthly rent shall be increased annually every July 1st by a flat two percent (2%), including any holdover periods.

4. Paragraph 8.2 is added to Tulare County Agreement No. 23812 as of the date this Amendment is entered into to read, in full, as follows:

8.2 MUTUALLY-AGREED LESSOR ALTERATIONS: Following the Amendment Effective Date, LESSOR shall promptly schedule the "WORK" as described in the attached Exhibit B. The WORK shall be completed, at LESSOR's expense, within ninety (90) calendar days after Board approval of this Amendment. An extension of time may be given upon mutual written agreement by the Parties. LESSOR acknowledges that the WORK is subject to Prevailing Wage laws, as more fully described in Paragraph 1.2 "Prevailing Wage Laws; Indemnity. Should work not be completed within the ninety (90) days, or within the mutually agreed upon extension, Lessor will be in breach of this Agreement pursuant to Section 13 herein. Except as amended, all other terms and conditions of the Agreement shall remain in full force and effect.

[THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURES FOLLOW ON NEXT PAGE]

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their
authorized signatures below.

LESSOR
FAIRWAY PROPERTIES, LLC

Date: 6/5/2024

By: [Signature]
Tommy Q. GONG

Date: 6/5/2024

By: [Signature]
JOE Y. GONG

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY
COUNTY OF TULARE

By: [Signature] 7/9/2024
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Office / Clerk of
the Board of Supervisors

By: [Signature]
Deputy Clerk

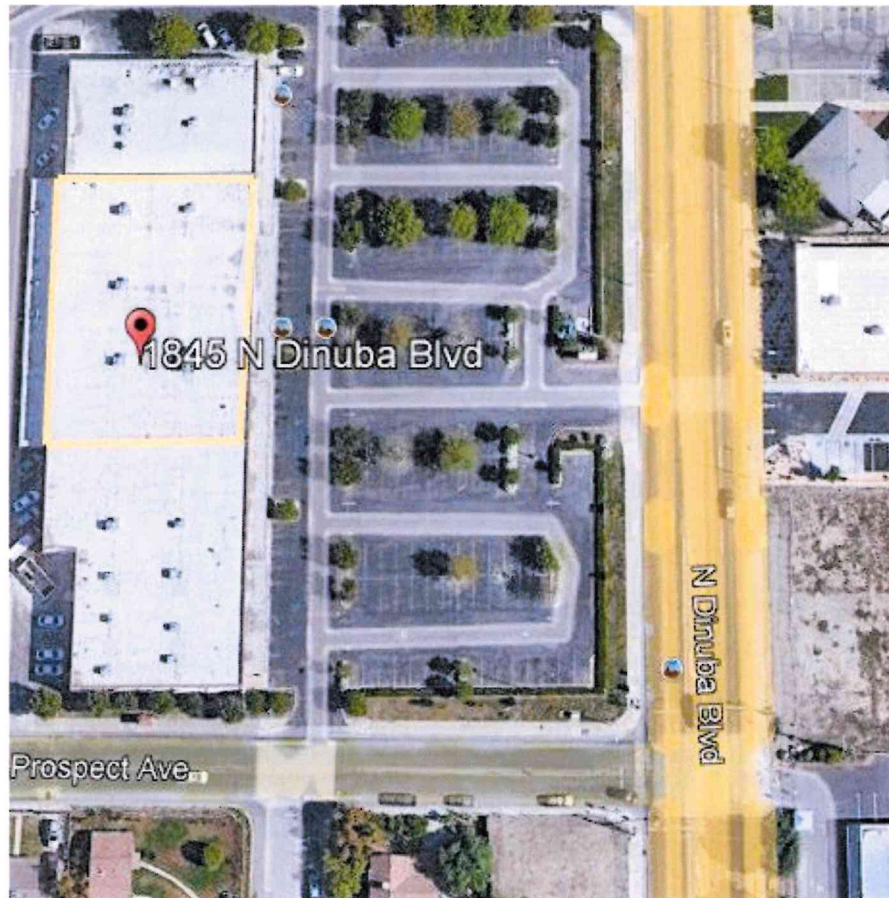


Approved as to form:
County Counsel

By: Patrick Beck
Deputy County Counsel
Matter ID: 2024706

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Exhibit A-Vicinity Map



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Exhibit B

County's Alterations at 1845 N. Dinuba Blvd., Visalia, CA to be completed at Lessor's sole cost.

- 1.** County will hire CORE Business Solutions to reconfigure cubicle furniture in the Lobby.
- 2.** Lessor to provide an Electrician to disconnect/reconnect power to the cubicle furniture. The electrician will move or replace two light fixtures that need to be moved in order to complete the necessary work.
- 3.** Lessor will hire The Glass Shop or another glass vendor to install ¼" clear tempered glass and a continuous header on the ceiling to support the pass-through. Install a 4" speak hole with a cover and 12" x4" paper pass-through with polished edges.