

**AMENDMENT TO LEASE AGREEMENT  
BETWEEN  
CITY OF DELANO  
AND  
MONTEREY GOLF MANAGEMENT GROUP, LLC**

**City of Delano Agreement Number:** 2012-58

**Original Period of Lease Agreement:** June 18, 2012 through June 18, 2017

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree that the Lease Agreement dated **June 4, 2012** entered into by the City of Delano (the “City”) and Monterey Golf Management Group, LLC (“**Monterey Golf Management**”) (incorporated herein by this reference) has been amended as follows:

Article 1, Section 1.01 and Article 3, Section 3.04.b have been revised and replaced with the following:

**ARTICLE 1. LEASE AND TERM OF LEASE**

**Original Term**

Section 1.01. The Lease term shall be for a term of six (6) years, beginning at 12:01 A.M. on June 18, 2012, (“Commencement Date”), and ending at 12:01 A.M. on June 17, 2018 unless terminated earlier pursuant to the provisions of this Lease.

**ARTICLE 3. USE OF PREMISES**

**Tenant’s Expenses**

Section 3.04.b. Within five (5) days of the Effective Date of this Lease, Landlord shall deposit Seventy Five Thousand Dollars (\$75,000) (“Landlord’s Initial Deposit”) in an account earmarked “Monterey Golf/Delano Operating Account” for Tenant access and available to Tenant for expenditures relating solely to the Premises.

Tenant shall repay Landlord’s Initial Deposit in full to Landlord on or before June 17, 2018. Landlord shall waive portions of Tenant’s repayment of Landlord’s Initial Deposit in the following amounts on the following dates: \$15,000 on June 17, 2014; \$15,000 on June 17, 2015; \$15,000 on June 17, 2016; \$15,000 on June 17, 2017; and \$15,000 on June 17, 2018 (“Waiver Periods”).

If Landlord terminates for justifiable cause prior to any of the foregoing Waiver Periods occurring, Tenant shall refund the balance (depending on the time of termination) owed to the Landlord upon the date of termination.

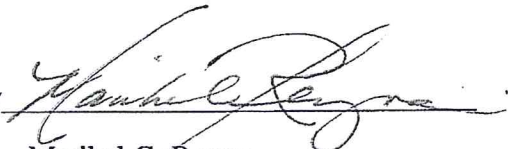
This Agreement, including all amendments hereto executed by the parties, represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by a further written amendment executed by both parties.

**CITY OF DELANO**  
City of Delano  
1015 11th Avenue  
PO Box 3010 Delano, CA 93216

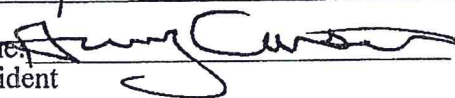
**MONTEREY GOLF MANAGEMENT**  
Monterey Golf Management Group, LLC  
10520 York Road  
Monterey, CA ~~93215~~  
93940

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Approved for the City of Delano

by   
Maribel G. Reyna  
City Manager

Approved for Monterey Golf Management Group, LLC

by GARY CURSIO  
Name:   
President

Date 9/4/13

Date 8-26-13