

AMENDMENT 3 TO PROJECT MANAGEMENT AGREEMENT
BETWEEN NORTH COAST RAILROAD AUTHORITY AND GUILLON INC.

This agreement is made this 12th day of June, 2019 by and between NORTH COAST RAILROAD AUTHORITY, a public agency created by the California Legislature pursuant to Government Code Sections 93000 et seq., hereinafter referred to as "NCRA;" and GUILLON INC., A California corporation, hereinafter referred to as "GUILLON" and constitutes an amendment to the Project Management Agreement between the parties as cited below.

RECITALS

A. At its April 9, 2014 Board meeting, NCRA and GUILLON entered into an Agency Appointment Agreement appointing Guillon Inc. to act as NCRA's agent for the Ukiah Depot property including negotiating with potential purchasers, a copy of which is attached hereto and incorporated herein as Exhibit A.

B. At its October 8, 2014 Board meeting, NCRA and GUILLON entered into a Project Management Agreement that affirmed and extended the Agency Appointment Agreement and set forth new responsibilities involving planning, development and improvement of the Depot Site Property and the Mason Street Property. Paragraph 3 of the Project Management Agreement provides for it to remain in effect for two years unless extended by the Parties.

C. On April 21, 2016, a purchase of 4.1 acres of the Depot Site by the Judicial Council of California was completed, which was followed by the agreed payment of compensation to Guillon Inc. as set forth in Paragraph 4.1, equal to 6% of the total sale price.

D. On July 11, 2018 the NCRA approved Amendment 2 extending the terms of the October 8, 2014 agreement pursuant to paragraph 3.1 for a period of 1 year until July 11, 2019.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES as follows:

Pursuant to Paragraph 3.1 of the Project Management Agreement, the Term of Agreement is hereby extended for an additional period of one year from the date of this Amendment 3. All other provisions of the Project Management Agreement shall remain unchanged.

NCRA

Guillon, Inc.

By: _____
Richard Marks, Chairman Board of Directors

By: _____
Douglas J. Guillon, President

Attest: _____
Mitch Stogner, Executive Director

By: _____
Stephen D. Honeycutt, Project Manager