AMENDMENT TO OPTION AGREEMENT
FOR PURCHASE AND SALE OF REAL ESTATE

(Mt. Hamilton • Nolan Ranch • Santa Clara County)

This Amendment to Option Agreement for Purchase and Sale of Real Estate (the “Amendment”) is made by and between OWEN NOLAN, an unmarried man (“Seller”) and THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation (including its successors and assigns, the “Conservancy”). This Amendment is dated as of and is effective as of February 1, 2012 (the “Amendment Date”).

RECITALS

A. The Conservancy and Seller have entered into that certain Option Agreement for Purchase and Sale of a Conservation Easement, dated February 2, 2011 (the “Original Agreement”), pursuant to which Seller has agreed to sell to the Conservancy certain real property and personal property (collectively, the “Property”) located in Santa Clara County, California, and more particularly described on “Exhibit A” attached to the Original Agreement.

B. The Conservancy and Seller desire to amend certain provisions of the Original Agreement, as set forth below.

AGREEMENT

In consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Conservancy and Seller agree as follows:

1. Defined Terms. Each capitalized term used in this Amendment has the meaning ascribed to that term in the Original Agreement, unless otherwise expressly defined in this Amendment. As a result of this Amendment the term “Agreement” as used in the Original Agreement and in this Amendment will mean the Original Agreement as amended by this Amendment.

2. Option Term. Paragraph 2 of the Original Agreement is amended to extend the Option Term to August 2, 2012. The Conservancy may elect to further extend the Option Term to September 4, 2012 by giving written notice to the Seller on or before August 1, 2012 in accordance with Paragraph 16 of the Original Agreement. If the Conservancy
elects to extend the Option Term to September 4, 2012, in the event the Conservancy fails to exercise the Option, the total Option Consideration (as amended below) will be delivered to the Seller and neither party will have any further right or obligation under the Agreement as specified in the last sentence of Paragraph 3 of the Agreement.

3. **Option Consideration.** Paragraph 3 of the Original Agreement is amended to increase the Option Consideration an additional five thousand dollars ($5,000.00) (the "**Additional Consideration**"), bringing the total Option Consideration to ten thousand dollars ($10,000.00). The Conservancy will deposit the Additional Consideration within five (5) days following the Amendment Date.

4. **Refuse Removal.** In the event the Conservancy exercises the Option, prior to the Closing Date Seller agrees to remove all refuse currently located on the Property, including but not limited to tires, tarps, barrels, and/or any other items identified by the Conservancy prior to the exercise of the Option,

5. **No Other Modifications.** Except as expressly modified by this Amendment, the Original Agreement and all of its terms, conditions, and stipulations remain in full force and effect and unmodified.

6. **Execution.** This Amendment may be executed in multiple counterparts, and each executed counterpart of this Amendment will be deemed an original for all purposes despite the fact that not all of the parties are signatories to the same counterpart. Electronic signatures, digital signatures, and fax signatures are acceptable for this Amendment. Signed signature pages of this Amendment may be transmitted by fax, by email, or by any other electronic means, and any such signature will have the same legal effect as an original signature.
Seller and the Conservancy have executed this Amendment effective as of the Amendment Date.

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<th>SELLER:</th>
<th>BUYER:</th>
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<td>OWEN NOLAN, an unmarried man</td>
<td>THE NATURE CONSERVANCY, a District of Columbia non-profit corporation</td>
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<td>By: ______________________</td>
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