THE REGENTS OF THE UNIVERSITY OF CALIFORNIA SECOND AMENDMENT OF LEASE THE REGENTS AS LANDLORD

THIS SECOND AMENDMENT OF LEASE is made and entered into as of the latest date of execution set forth below, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of its UC Agriculture & Natural Resources and its West Side Research & Extension Center ("Landlord") and the COUNTY OF FRESNO, a political subdivision of the State of California ("Tenant").

Landlord and Tenant hereby agree as follows:

- 1. The Lease between the parties dated March 16, 2016, as previously amended September 24, 2019, which relates to the Premises located at 17353 West Oakland Avenue, Five Points, California, 93624 is hereby amended as follows:
 - a. Article 3 of the Lease, "Term" is deleted in its entirety and replaced with the following:
 - "The Term of this Lease ("Lease Term:") shall be for 13 years, commencing May 1, 2016 ("Lease Commencement Date") and ending April 30, 2029 ("Lease Expiration Date"), unless the Lease is sooner terminated pursuant to any provision hereof."
 - b. Article 4 of the Lease, "Rent" is deleted in its entirety and replaced with the following:

"Tenant shall pay to Landlord as rent for the Premises the sum of six hundred sixty-one dollars and zero cents (\$661.00), payable in advance, on or before the first day of each month ("Base Rent") commencing on the Lease Commencement Date ("Rent Commencement Date").

Per Addendum 3, the Base Rent for the Premises shall be increased by five percent (5%) on each anniversary of the Rent Commencement Date as follows: For year two of the Lease Term, the Base Rent shall be \$694.05 per month; for year three, the Base Rent shall be \$728.75 per month; for year four, the Base Rent shall be \$765.19 per month; for year five, the Base Rent shall be \$803.45 per month; for year six, the Base Rent shall be \$843.62 per month; for year seven, the Base Rent shall be \$885.80 per month; for year eight, the Base Rent shall be \$930.09 per month; for year nine, the Base Rent shall be \$976.59 per month; for year ten, the Base Rent shall be \$1,025.42 per month; for year eleven, the Base Rent shall be \$1,076.69 per month; for year twelve, the Base Rent shall be \$1,187.05 per month.

Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable to Landlord at the address stated herein or at such other address as Landlord may from time to time designate in writing."

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- 2. Landlord and Tenant agree that this Second Amendment is sufficient to amend the Lease, and that upon execution of this Second Amendment, the Lease, the First Amendment to the Lease, and this Second Amendment Lease, together, shall be considered the Lease.
- 3. The Lease, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Lease and not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment of Lease on the latest date of execution set forth below.

	IS OF THE UNIVERSITY OF CALIFORNIA	
DocuSigned by:		
Tu Tran		1/9/2024
Tu Tran, Associate Vice President, Business Operations		Date
	California, Agriculture and Natural Resources	
Concurrence:		
DocuSigned by:		
Atef Swela	M ₁	1/8/2024
Atef Swelam,	Director	Date
,	earch and Extension Center	
University of	California, Agriculture and Natural Resources	
COUNTY OF	FRESNO	
-2	2	2/20/2024
Nathan Magsi		<u>2/20/2</u> 024 Date
Chairman of the Board of Supervisors of the County of Fresno		Date
Attest:		
Attest.		
Maria	MO South	a la la all
Haname, Deputy		2/20/2024 Date
Bernice E. Sei	oard of Supervisors	Date
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Fund:	0001	
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Org:	40101014	
Account:	7340	
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