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FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment I") is made and entered into this 23rd day of June, 2020 (the "Effective Date"), by and between ROBERT BERRY HOLDINGS, LLC, 4955 E. Yale Avenue, Fresno, CA 93727-1523, ("LESSOR"), and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac Way, Clovis, CA 93611 ("LESSEE"). LESSOR and LESSEE may be referred to in this LEASE individually as a "Party" or collectively at times as the "Parties".

WITNESSETH

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement #15-380 / L-202, dated August 11, 2015 ("LEASE") for lease of office space at 2212 N. Winery, Suite 122, Fresno, CA 93727 (the "Premises"); and

WHEREAS, LESSOR and LESSEE now desire to extend the term of the LEASE, and increase the total rent payable thereunder in light of the extended term.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 2. TERM, located on page one (1) of the LEASE, is deleted in its entirety, and replaced with the following:

"2. TERM – The term of this LEASE shall commence on July 1, 2015, and will terminate on December 31, 2020."

2. Section 3. RENT, located on page one (1) of the LEASE, is deleted in its entirety, and replaced with the following:

"3. RENT – LESSEE agrees to pay rent to LESSOR for the Premises in advance on or about the first day of each month beginning July 1, 2015, according to the following schedule:

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Rent Year	Rent Per Month
July 1, 2015	\$ 13,529.75
July 1, 2016	\$ 13,529.75
July 1, 2017	\$ 13,529.75
July 1, 2018	\$ 13,529.75
July 1, 2019	\$ 13,529.75
July 1, 2020 – Dec 31, 2020	\$ 13,529.75

3. Section 11. TERMINATION NOTICES, located on page five (5) of the LEASE, is deleted in its entirety, and replaced with the following:

“11. TERMINATION NOTICES – Either Party may terminate this LEASE by providing sixty (60) days prior written notice to the other Party. As to LESSEE, the Director of Internal Services/Chief Information Officer, the Chief Probation Officer, or a designee of one of them, is authorized to provide this written notice of termination.”

The Parties agree that this Amendment I is sufficient to amend the LEASE, and that upon execution of this Amendment I, the LEASE and this Amendment I shall together be considered the LEASE.

The LEASE is hereby amended, ratified, and continued. All provisions, terms, covenants, conditions, and promises contained in the LEASE and not amended herein shall remain in full force.

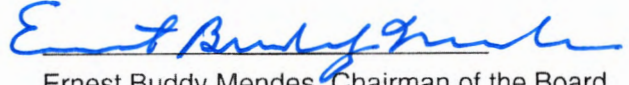
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EXECUTED AND EFFECTIVE as of the date first above set forth.

**LESSOR:**  
ROBERT BERRY HOLDINGS, LLC

By:   
Marshall DenHartog

**LESSEE:**  
COUNTY OF FRESNO

  
Ernest Buddy Mendes, Chairman of the Board  
of Supervisors of the County of Fresno

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

FOR ACCOUNTING USE ONLY:

ORG: 3430(75%) and 56302091(25%)  
Account: 7340  
Fund: 0001  
Subclass: 10000