

**AMENDMENT NO. 1 TO LEASE AGREEMENT**

This Amendment No. 1 to Lease Agreement No. A-21-331 ("Amendment No. 1") is dated June 6, 2023, and is between Fresno-Air LTD, a California Limited Partnership ("Lessor"), and the County of Fresno, a political subdivision of the State of California ("Lessee").

**Recitals**

A. On July 1, 2021, the Lessee and the Lessor entered into Lease Agreement No. A-21-331 ("Lease") for the lease of office space and warehouse space, for a total of approximately 10,933 square feet, at the location commonly known as 2590 N. Grove Industrial Drive, Suite 105, Fresno, CA 93727 ("Premises").

B. The Lessee desires, and the Lessor agrees, that the Lessor perform additional Lessor Improvements, including the addition of window guards and the removal of shrubs to make way for the installation of a fence at the Premises, at no additional cost.

C. The Lessor desires, and the Lessee agrees, that the Lessee extend the term of the Lease for two additional one-year terms as a condition of performing the additional Lessor Improvements at no cost to the Lessee.

D. The Lessor and the Lessee now desire to amend the Lease in order to facilitate Lessor performance of the Tenant Improvements and extend the Lease by two one-year terms.

E. Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Section 2 – "TERM" of the Lease located at page 1, lines 13 through 15, is deleted in its entirety and replaced with the following:

"2. TERM

The term of this Lease shall be for a period of eighty-six months (86), commencing July 1, 2021, through and including August 31, 2028."

2. Section 3.- "RENT" of the Lease located at page 1, of the Lease Agreement inserted between lines 16 though 27 is deleted in its entirety and replaced with the following:

"3. RENT

The Lessee agrees to pay rent to the Lessor for the Premises on or about the first of each month according to the following schedule:

Date	Total Monthly Rent	Total Annual Rent
July 1, 2021 - August 31, 2021	\$7,318.34	\$14,636.68
September 1, 2021	\$7,762.43	\$93,149.16
September 1, 2022	\$7,956.49	\$95,477.88
September 1, 2023	\$8,155.40	\$97,864.80
September 1, 2024	\$8,359.29	\$100,311.48
September 1, 2025	\$8,568.27	\$102,819.24
September 1, 2026	\$8,782.47	\$105,389.64
September 1, 2027	\$9,002.04	\$108,024.48

3. In no event shall rent by the Lessee to the Lessor over the total 7-year and 2- month term of this Lease exceed \$ 717,673.36.

4. Section 7. "LESSOR IMPROVEMENTS" of this Lease as located at page 2, line 19, is deleted in its entirety and replaced with the following:

"7. LESSOR IMPROVEMENTS

The Lessor will be responsible for improvement ("Lessor Improvements") to include:

- i) Installing carpeting in the four small private offices on the west side of the Premises
- ii) Installing laminate flooring in the safe room and supply room
- iii) Patching and repainting the nicks in the walls
- iv) Repainting the kitchen
- v) Installing laminate in the kitchen
- vi) Ensuring all lights and light bulbs are in good working order
- vii) Installing a fence around the Premises leaving two doors exposed for access
- viii) Landscaping to make room for the fence installation

1 ix) Fabricating and installing 16 window guards

2 The Lessee shall pay a lump sum payment totaling \$7,202.36 toward Lessor  
3 Improvements upon execution of this Lease. The Lessor shall be responsible for paying the  
4 remaining costs of the Lessor Improvements listed above, including the total costs for items vii.  
5 through ix. In no event shall rent and Lessor Improvement payments paid by the Lessee to the  
6 Lessor over the total 86-month term of this Lease exceed \$724,875.78."

7 5. Section 25. "ENTIRE AGREEMENT" of the Agreement, Page 12, lines 23 through 27, is  
8 deleted in its entirety and replaced with the following:

9 "16. ENTIRE AGREEMENT: "This Agreement constitutes the entire agreement between the  
10 Contractor and County with respect to the subject matter hereof, and supersedes all  
11 previous Agreement negotiations, proposals, commitments, writings, advertisements,  
12 publications, and understandings of any nature whatsoever unless expressly included in this  
13 Agreement. In the event of any inconsistency in interpreting the documents comprising this  
14 Agreement, the inconsistency shall be resolved by giving precedence in the following order  
15 of priority: (1) the text of this Amendment No. 1, (2) the Agreement and (3) the exhibits to  
16 the Agreement."

17 6. When both parties have signed this Amendment No.1, the Lease, and this Amendment  
18 No. 1 together constitute the Lease Agreement.

19 7. The Lessor represents and warrants to the Lessee that:

20 a. The Lessor is duly authorized and empowered to sign and perform its obligations  
21 under this Amendment No. 1.

22 b. The individual signing this Amendment No. 1 on behalf of the Lessor is duly  
23 authorized to do so and his or her signature on this Amendment No. 1 legally binds  
24 the Lessor to the terms of this Amendment No. 1.

25 8. This Amendment No. 1 may be signed in counterparts, each of which is an original, and  
26 all of which together constitute this Amendment No. 1.

9. The Lease as amended by this Amendment No. 1 is ratified and continued. All provisions of the Lease and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No.1 on the date stated in the introductory  
2 clause.

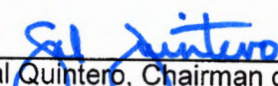
3 **LESSOR**

4 FRESNO AIR LTD, a California Limited  
5 Partnership

6   
7 \_\_\_\_\_  
8 Russell G. Smith, Managing Member of High  
9 Sierra Development, LLC, General Partner  
8050 N. Palm Ave., Suite 300  
Fresno, CA 93711

**LESSEE**

COUNTY OF FRESNO

10   
11 \_\_\_\_\_  
12 Sal Quintero, 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

13 For accounting use only:

14 Org No.: 3110  
15 Account No.: 7340  
16 Fund No.: 0001  
17 Subclass No.: 10000  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28