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THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (AGT #12-111 / L-289) (“Third Amendment”) 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 #12-111 / L-289, dated March 6, 2012 (“LEASE”) for lease of office space at 2212 N. Winery, Suite101, Fresno, CA 93727 (the “Premises”); and

WHEREAS, on August 11, 2015, LESSOR and LESSEE executed First Amendment to the LEASE (“First Amendment”), to extend the term of the LEASE, and increase the total rent payable thereunder; and

WHEREAS, on March 20, 2018, LESSOR and LESSEE executed Second Amendment to the LEASE (“Second Amendment”), to add additional tenant improvements to the LEASE, and increase the total amount payable thereunder; and

WHEREAS, LESSOR and LESSEE now desire to further 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 May 1, 2012, 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 May 1, 2012, according to the following schedule:

Effective Date	Rent/Month
May 1, 2012	\$ 6,100.00
May 1, 2013	\$ 6,252.50
May 1, 2014	\$ 6,408.81
May 1, 2015	\$ 6,569.03
May 1, 2016	\$ 6,733.26
May 1, 2017	\$ 6,901.59
May 1, 2018	\$ 7,074.13
May 1, 2019	\$ 7,250.98
May 1, 2020 to Dec 31, 2020	\$ 7,432.26

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 Third Amendment is sufficient to amend the LEASE, and that upon execution of this Third Amendment, the LEASE, the First Amendment, Second Amendment, and this Third Amendment 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.

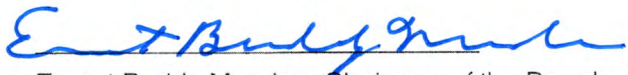
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EXECUTED AND EFFECTIVE as of the date first above set forth.

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
Account: 7340
Fund : 0001
Subclass: 10000