L-374 DSS Building C/5610

AMENDMENT I TO LEASE AGREEMENT

AMENDMENT I TO LEASE ("AMENDMENT I") is made and entered into this

1st __day of _September __,2020, between 380 Ashlan LLC, a California limited liability
company, 2780 N. Miami Ave., Ste. 101, Fresno, CA 93727, ("LESSOR"), and the COUNTY
OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac, Clovis, CA
93612 ("LESSEE"). LESSOR and LESSEE may be referred to individually as a "Party," or
collectively as the "Parties" to this Amendment I.

WHEREAS, LESSOR and LESSEE are parties to that certain Lease Agreement #20-091, dated February 25, 2020 ("LEASE"), for lease of space at the property at the location commonly known as 380 W. Ashlan Avenue, Clovis, CA 93612 (the "Premises");

WHEREAS, LESSEE intends to use the Premises as office space; and, WHEREAS, the Parties desire to update the Term provision of the LEASE.

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

Section 2, "TERM," of this LEASE, located on page 1, lines 22 through 28 and page 2, lines 1 through 6, is deleted in its entirety, and replaced with the following:
 "2. TERM

The primary term of the Lease shall be for a period of nineteen (19) years, and shall commence upon the earlier of (i) January 1, 2022, or (ii) the completion of the Tenant Improvements by LESSOR, and after a building occupancy permit (or similar permission to occupy) has been issued by the local governing agency (whichever occurs first, between (i) and (ii), the "Rent Commencement Date"). LESSEE shall pay Base Rent and Additional Rent, which the parties have previously determined to be fair market value, from and after the Rent Commencement Date. The Rent Commencement Date, as set forth above, shall be acknowledged in a writing signed by LESSOR and LESSEE's Director of Internal Services. It is understood by the Parties herein that LESSEE's primary term shall commence only after this written acknowledgment is executed, which

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1	shall not be unreasonably withheld or delayed. The primary term set forth above
2	and any renewal term (if applicable) may be referred to hereinafter either singularly
3	or collectively as the "Term" or 'term'."
4	The Parties agree that this Amendment I is sufficient to amend the LEASE, and
5	that, upon execution of this AMENDMENT I, the LEASE and this AMENDMENT I shall
6	together be considered the LEASE.
7	All provisions, terms, covenants, conditions, and promises set forth in the LEASE and
8	not amended herein shall remain in full force and effect.
9	
10	EXECUTED as of the date first herein specified.
11	LESSOR: LESSEE:
12	380 Ashlan LLC, a California limited COUNTY OF FRESNO Liability company
13	By Et Buly 9
14	Clayton Medina, CFO of Manager Ernest Buddy Mendes, Chairman of the Board of the Board of Supervisors of the
15	County of Fresno
16	ATTEST: Bernice E. Seidel
17	Clerk of the Board of Supervisors County of Fresno, State of California
18	By Susan Bishop
19	Deputy
20	
21	Fund No. 0001 Subclass 10000
22	Org. No. 5610 Acct. No. 7340
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28 ESNO	