

L-176 Amend III

AMENDMENT III TO LEASE AGREEMENT AGT. #14-731

AMENDMENT III TO LEASE AGT. #14-731 ("AMENDMENT III") is made and entered into this 24th day of November, 2020, between John S. Foggy, 6556 Lonetree Blvd, Suite 200, Rocklin, Ca 95765 ("LESSOR") and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 Pontiac Way, Clovis, CA 93612 ("LESSEE").

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement #14-731, dated December 16, 2014 ("LEASE"), for the property at the location commonly known as 2011 Fresno St., Fresno CA 93721, ("Premises");

WHEREAS, prior Lessor, Center Mall Court Investors, assigned the LEASE to LESSOR, and LESSEE consented to that assignment on March 15, 2016;

WHEREAS, LESSOR and LESSEE amended the LEASE, by way of Amendment I, dated January 26, 2016, which extended the LEASE term, increased the rent, and provided for LESSOR to construct improvements to the Premises;

WHEREAS, LESSEE uses the Premises as office and storage space;

WHEREAS, the LEASE expires on January 31, 2021; and

WHEREAS, LESSOR and LESSEE (the "Parties") desire to again extend the lease term for one year and 3 months, with an option to further extend up to three (3) months, upon LESSEE giving LESSOR no less than 210 day written notice.

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," of this LEASE, located on page 1, lines 15 through 20, is deleted in its entirety, and replaced with the following:

"2. TERM – The term of this LEASE shall be for the period commencing on November 1, 2014, through April 30, 2022. Notwithstanding any other provisions of this LEASE, LESSEE shall have the option to renew this lease for a period of three (3) months, from May 1, 2022 through July 31, 2022, upon giving LESSOR no less than 210 day written notice, which notice must

be given to LESSOR prior to September 30, 2021. As to the County, the County Administrative Officer or the Director of Internal Services/Chief Information Officer, or a designee of one of them, is authorized to terminate this LEASE, and to provide the required written notice to exercise said option to extend this LEASE."

2. Section 3, "RENT," of this LEASE, located on page 1, lines 21 through 28, and located on page 2, lines 1 through 3, is deleted in its entirety, and replaced with the following:

"3. RENT – LESSEE agrees to pay LESSOR rent on or about the first day of each month for both the Office Space (including 23 Parking Stalls, for which no Rent is charged), and for Basement Storage Space, the "Total Base Rent", according to the following schedule:

Office Space – Base Rent;

November 1, 2014 to October 31, 2015; Office Space = 40,144 sq/ft, \$48,172.80 per month (\$1.20 sf/ft.).

November 1, 2015 to October 31, 2016; Office Space = 40,144 sq/ft, \$48,975.68 per month (\$1.22 sf/ft.).

February 1, 2016 to January 31, 2017; Office Space = 40,144 sq/ft, \$49,176.40 per month (\$1.225 sf/ft.).

February 1, 2017 to January 31, 2019; Office Space = 40,144 sq/ft, \$50,380.72 per month (\$1.255 sf/ft.).

February 1, 2019 to January 31, 2021; Office Space = 40,144 sq/ft, \$51,183.60 per month (\$1.275 sf/ft.).

February 1, 2021 to April 30, 2022; Office Space = 40,144 sq/ft, \$52,990.08 per month (\$1.32 sf/ft.).

May 1, 2022 to July 31, 2022; Office Space = 40,144 sq/ft, \$52,990.08 per month (\$1.32 sf/ft.) (option to extend).

Basement Storage Space Rent:

November 1, 2014 to April 30, 2022; 5,842 sq/ft, \$993.14 per month (\$0.17 sf/ft.).

May 1, 2022 to July 31, 2022; 5,842 sq/ft, \$993.14 per month (\$0.17 sf/ft.) (option to extend).

23 Parking Stalls:

November 1, 2014 to April 30, 2022; No rent charged.

May 1, 2022 to July 31, 2022; No rent charged. (option to extend).

The Parties agree that this Amendment II is sufficient to amend the LEASE, and agree that upon execution of this AMENDMENT II, the LEASE, AMENDMENT I, and this AMENDMENT II shall together be considered the LEASE. All provisions set forth in the LEASE, and not amended herein, shall remain in full force and effect.

//

//

//

//

//

//

EXECUTED as of the date first herein specified.

LESSOR:
John S. Foggy

LESSEE:
COUNTY OF FRESNO

By John S. Foggy
John S. Foggy

By Ernest Buddy Mendes
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 Luisi Cruz
Deputy

Fund No. 0001
Subclass 10000
Org. No. 5610
Acct. No. 7340