

L-270 L Street
Cooper/DA2860

AMENDMENT II TO LEASE AGREEMENT

AMENDMENT II TO LEASE AGT. #15-585 ("AMENDMENT II") is made and entered into this 1st day of September, 2020, between JOE COOPER, 5756 N. Marks Ave., Suite 160, Fresno, CA 93711 ("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 II.

WHEREAS, LESSOR and LESSEE are parties to that certain Lease Agreement #15-585, dated November 17, 2015 ("LEASE"), for lease of space at the property at the location commonly known as 929 L Street, Fresno, CA 93721, (the "Premises"); and

WHEREAS, LESSOR and LESSEE amended Lease Agreement #15-585, by way of Amendment I to Lease Agreement, dated November 5, 2019; and

WHEREAS, LESSEE uses the Premises as office space; and

WHEREAS, the LEASE expires on September 30, 2020; and

WHEREAS, the Parties desire to extend the LEASE term, and make the new LEASE expiration date November 30, 2020.

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 11 through 16 of the LEASE, is deleted in its entirety, and replaced with the following:

"2. TERM

The primary term of this LEASE shall be for two (2) years, commencing December 1, 2015 and ending on November 30, 2017. Thereafter, the LEASE shall be renewable for two (2) additional periods of one (1) year, which renewals shall take place automatically, unless one of the Parties provides the other Party with written notice of non-renewal at least one hundred eighty (180) days prior to the expiration of the then-current LEASE term.

Notwithstanding any other provisions of this LEASE, effective December

1 1, 2019, this LEASE will continue on a month-to-month basis, subject to all the
2 terms and conditions herein, until either Party to this LEASE provides ninety
3 (90) days' prior written notice to terminate this LEASE. Notice to terminate shall
4 not be provided prior to February 28, 2020. As to LESSEE, the County
5 Administrative Officer or the Director of Internal Services/Chief Information
6 Officer, or a designee of one of them, is authorized to provide written notice to
7 terminate this LEASE and to terminate this LEASE.

8 In no event shall the term of this LEASE extend beyond November 30,
9 2020."

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11 The Parties agree that this Amendment II is sufficient to amend the LEASE, and that,
12 upon execution of this AMENDMENT II, the LEASE, AMENDMENT I, and this AMENDMENT
13 II shall together be considered the "LEASE."

14 All provisions, terms, covenants, conditions, and promises set forth in the LEASE and
15 not amended herein shall remain in full force and effect.

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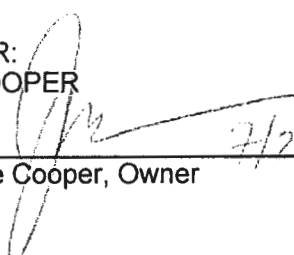
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EXECUTED as of the date first herein specified.

LESSOR:
JOE COOPER

By  7/29/20
Joe Cooper, Owner

LESSEE:
COUNTY OF FRESNO

By 
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 Susan Bishop
Deputy

Fund No. 0107
Subclass 10000
Org. No. 2860
Acct. No. 7340