

DUPLICATE ORIGINAL

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (the "Third Amendment") is entered into by and between TUTELIAN HOLDINGS I, LLC., a California limited liability company (hereinafter referred to as Landlord), and CITY OF FRESNO, CALIFORNIA, a California municipal corporation through its Planning and Development Department, (hereinafter referred to as Tenant), effective as of the ___ day of _____, 2024 with reference to the following:

A. Landlord and Tenant entered into that certain Lease Agreement dated February 28, 2023, (the "Lease"), to lease a portion of an office building with respect to the certain Premises located at 2440 Tulare Street, Suite 430 in Fresno, California; and

B. Landlord and Tenant entered into a First Amendment to Lease Agreement dated April 14, 2023, to permit Tenant's construction of a temporary wall in the Premises; and

C. Landlord and Tenant entered into a Second Amendment to Lease Agreement dated February 22, 2024, to extend the Term of the Lease an additional eighteen months, commencing on March 1, 2024, with the Monthly Base Rent of \$7,635.20 during the Extended Term period; and

D. Landlord and Tenant now desire to enter into this Third Amendment to extend the Term of the Lease for an additional six months, subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Landlord and Tenant agree as follows:

1. Defined Terms. Whenever terms are used in this Lease with the first letter thereof capitalized, and such terms are not otherwise defined in this Third Amendment, they shall have the meanings set forth in the Lease.

2. Extension of Term. Pursuant to the provisions of the Lease and the further agreement of both Landlord and Tenant, the Lease Term is hereby extended for a period of six months, commencing on September 1, 2025, and expiring on February 28, 2026 (the "Second Extended Term").

3. Monthly Base Rent During the Extended Period. Commencing on September 1, 2025, the Base Rent for the Second Extended Term shall be Seven Thousand Eight Hundred Seventy-Three and 80/100 Dollars (\$7,873.80) per month.

4. Ratification of Lease as Amended Hereby. Except as specifically modified by this Third Amendment, the Lease is not modified or amended in any respect, and each of Landlord and Tenant hereby reaffirms in all respects all of the covenants, agreements, terms and conditions set forth in the Lease, and all terms, conditions and provisions thereof shall remain in full force and effect. This Third Amendment is hereby incorporated into the Lease, and all references to the Lease in any document, instrument or agreement shall be deemed to mean the Lease as modified by this Third Amendment, regardless of whether or not any reference to this Third Amendment is included therewith.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Third Amendment to Lease Agreement to be duly executed effective as of the day and year first above written.

TENANT:

LANDLORD:

CITY OF FRESNO, CALIFORNIA,
a California municipal corporation, through
its Planning and Development Department

TUTELIAN HOLDINGS I, LLC,
a California Limited Liability company

CITY OF FRESNO,
a California municipal corporation

By: Civic Center Square, Inc., a California
corporation, Managing Member

By: _____
Georgeanne A. White
City Manager

By: DocuSigned by:
Michelle Tutelian _____ 11/15/2024
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Name: Michelle Tutelian

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: President

(If corporation or LLC., Board Chair, Pres. or
Vice Pres.)

By: Signed by:
Sukhman Sekhon _____ 11/18/2024
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Sukhman S. Sekhon Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date