

DUPLICATE ORIGINAL**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the First 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 Municipal Corporation through its City Attorney's Office, (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 effective as of July 25, 2023, with a termination date of October 31, 2033 (the "Lease"), with respect to certain premises in the building located at 2440 Tulare Street, Suite 100 in Fresno, California.

B. Landlord and Tenant now desire to expand Suite 100 (sometimes hereinafter the "Current Space") to include the adjacent suite, Suite 115, consisting of 928 square feet (the "Expansion Space"), to be coterminous with the Current Space in accordance with the terms and 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 First Amendment, they shall have the meanings set forth in the Lease.

2. **Expansion Premises.** The Current Space, Suite 100 (6,449RSF), are hereby expanded to include the Expansion Space, Suite 115 (928RSF), for a total of 7,427 rentable square feet generally as shown in Exhibit "A". Suite 100 and Suite 115 are hereafter collectively referred to as the "Premises".

3. **Rent Commencement Date.** Tenant shall pay Base Rent and Tenant's Proportionate Share of Building Operating Expenses for the Expansion Space commencing on the date the Expansion Space is delivered to Tenant with Landlord's Work, as set forth in Paragraph 5, substantially complete (the "Rent Commencement Date").

4. **Rent Schedule.** The Schedule of Base Monthly Rent adjusted to account for the addition of the Expansion Space, as of the Rent Commencement Date shall be as follows:

SCHEDULE OF BASE MONTHLY RENT					
	Year	Ste100	Ste115	Parking	Total Base Rent/Mos
Start date	31-Oct-25	\$11,990.66	\$1,716.80	\$1,479.00	\$15,186.46
1-Nov-25	31-Oct-26	\$12,290.42	\$1,759.72	\$1,513.00	\$15,563.14
1-Nov-26	31-Oct-27	\$12,597.68	\$1,803.71	\$1,547.00	\$15,948.39
1-Nov-27	31-Oct-28	\$12,912.62	\$1,848.81	\$1,581.00	\$16,342.43
1-Nov-28	31-Oct-29	\$13,235.44	\$1,895.03	\$1,615.00	\$16,745.47
1-Nov-29	31-Oct-30	\$13,566.33	\$1,942.40	\$1,649.00	\$17,157.73
1-Nov-30	31-Oct-31	\$13,905.48	\$1,990.96	\$1,683.00	\$17,579.45
1-Nov-31	31-Oct-32	\$14,253.12	\$2,040.74	\$1,717.00	\$18,010.86
1-Nov-32	31-Oct-33	\$14,609.45	\$2,091.75	\$1,751.00	\$18,452.20

5. **Tenant's Proportionate Share – Building Operating Costs.** Tenant's Proportionate Share of the Project for the Expansion Space, is .95% [i.e. 928 SF /97,750 SF], and with the Current Space is 7.61% [i.e. 7,427 SF /97,750 SF]. Tenant's Proportionate Share of the Building for the Expansion Space is 1.08% [i.e. 928 SF / 86,117 SF] and with the Current Space is 8.62% [i.e. 7,427 SF/86,117 SF]. Tenant shall pay its Proportionate Share of Building Operating Costs for the Expansion Space monthly as Additional Rent commencing upon the Rent Commencement Date. Tenant's 2024 estimated monthly Proportionate Share of Building Operating Costs is \$881.60 for the Expansion Space, and with the Current Space is a total of \$7,055.65 for the Premises.

6. **Condition of Premises/Landlord's Work.** Landlord, at Landlord's expense shall reconfigure the expanded Premises generally as shown in Exhibit "A," including construction of

the opening and hallway connecting Suites 100 and 115, paint Suite 115 to match the Current Suite 100, professionally clean the carpets, and repair and clean the blinds. Except as set forth herein the Expansion Space shall be delivered to Tenant, and Tenant agrees to accept the Expansion Space, in its As-Is condition.

7. 7. Ratification of Lease as Amended Hereby. Except as specifically modified by this First 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 First 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 First Amendment, regardless of whether or not any reference to this First Amendment is included therewith.

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

TENANT:

CITY OF FRESNO, CALIFORNIA
a Municipal Corporation, through its
City Attorney's Office

By: _____
Name: Georgianne A. White
Its: City Manager
Date: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Tracy N. Parvavian
Name: Tracy N. Parvavian
Its: Supervising Deputy City Attorney
Date: 8-28-24

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Name: _____
Its: _____
Date: _____

LANDLORD:

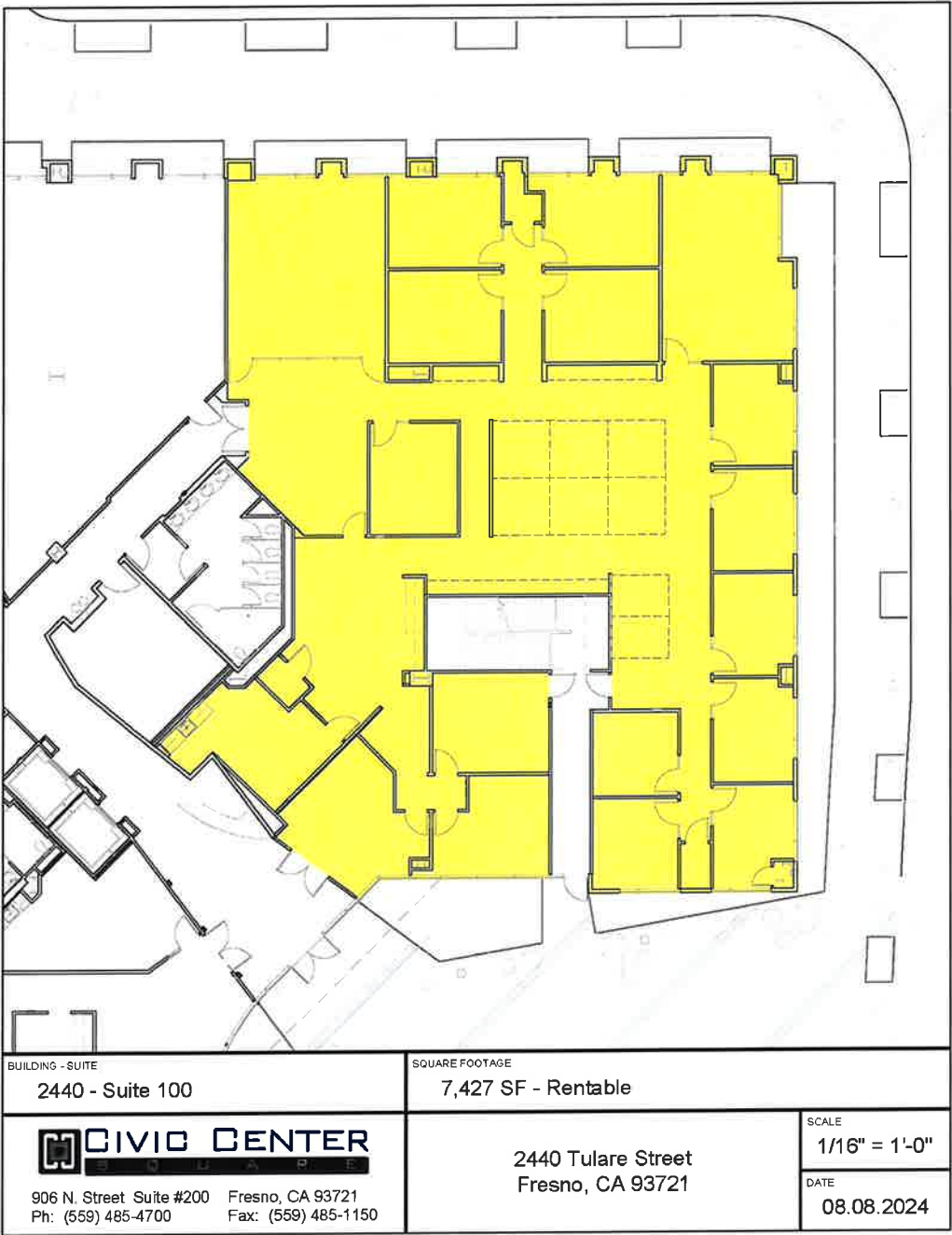
TUTELIAN HOLDINGS I, LLC
a Limited Liability company


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

DocuSigned by:
By: Michelle Tutelian
506E19B3C0704B3
Michelle Tutelian, CFO
Date: 8/28/2024

EXHIBIT 'A'

FLOOR PLAN



Initials:  //
LANDLORD TENANT