

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 Planning and Development Department, (hereinafter referred to as Tenant), effective as of the 14 day of April, 2023 with reference to the following:

A. Landlord and Tenant entered into that certain Lease Agreement dated effective as of February 28, 2023, (the Lease), with respect to certain premises in the building located at 2440 Tulare Street, Suite 430 in Fresno, California.

B. Tenant has requested permission from Landlord to construct a temporary wall in the Premises. Landlord and Tenant now desire to enter into this First Amendment to permit construction of the temporary wall, 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 First Amendment, they shall have the meanings set forth in the Lease.

2. Tenant Improvements. Tenant shall be permitted to install a temporary wall separating the conference room from the kitchen area (the Temporary Wall) which shall be installed by Landlord at Tenant’s expense. Upon expiration or termination of the Lease, and at Tenant’s expense, Tenant shall remove or cause to be removed from the Premises the Temporary Wall and repair all damage to the Premises and Building resulting from such removal. Landlord may, at Landlord’s option, choose to remove or cause to remove the temporary wall at Tenant’s expense.

3. 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.

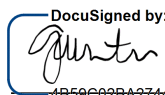
TENANT:

LANDLORD:

CITY OF FRESNO, CALIFORNIA
a Municipal Corporation, through its
Planning and Development Department

TUTELIAN HOLDINGS I, LLC
a Limited Liability company

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

By: 
Name: Georgeanne A. White
Its: City Manager
Date: 4/14/2023

By: Michelle Tutelian
Michelle Tutelian, CFO
Date: 4/14/2023

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APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

DocuSigned by:
By: Tracy Parvanian
Name: Tracy N. Parvanian
Its: Supervising Deputy City Attorney
Date: 4/14/2023

ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:
By: Tina M Your
Name: Tina M Your
Its: _____
Date: 4/14/2023