

DUPLICATE ORIGINAL

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the Second 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 22 day of February, 2024 with reference to the following:

- A. Landlord and Tenant entered into that certain Lease Agreement dated February 28, 2023, and a First Amendment to Lease Agreement dated April 14, 2023 (the Lease), with respect to certain premises in the building located at 2440 Tulare Street, Suite 430 in Fresno, California.
- B. Landlord and Tenant now desire to enter into this Second Amendment to extend the Term for an additional eighteen 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 Second 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 eighteen months commencing on March 1, 2024 and expiring on August 31, 2025 (the "Extended Term").
- 3. **Monthly Base Rent During the Extended Period.** Commencing on March 1, 2024, the Base Rent for the Extended Term shall be Seven Thousand Six Hundred Thirty Five and 20/100 Dollars (\$7,635.20) per month.
- 4. **Ratification of Lease as Amended Hereby.** Except as specifically modified by this Second 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 Second 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 Second Amendment, regardless of whether or not any reference to this Second Amendment is included therewith.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second 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
Planning and Development Department

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


LANDLORD:

TUTELIAN HOLDINGS I, LLC
a Limited Liability company

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

By: 
Michelle Tutelian, CFO
Date: 2/12/2024

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: 
Name: Brent Richardson
Its: Deputy City Attorney
Date: 2/13/2024

ATTEST:
TODD STERMER, CMC
City Clerk

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