



2nd AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of August 18, 2023, by and between
DS Property Management, LLC ("Lessor") and
Ronald Montoya-Vega, as an individual ("Lessee").

WHEREAS, on or about October 4, 2018 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as: 401 N E St, Suite A and B, Madera, CA 93638 (the "Premises"), and

WHEREAS, Lessor and Lessee ☒ have ☐ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☐ advanced ☐ extended to September 30, 2028

☐ AGREED USE: The Agreed Use is hereby modified to: _____

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: The monthly "Base Rent" for each month of the periods specified below shall be increased to the following amounts on the dates set forth below:

October 1, 2023 - September 30, 2024: \$1,580.00

October 1, 2024 - September 30, 2025: \$ 1,627.40

October 1, 2025 - September 30, 2026: \$1,676.22

October 1, 2026 - September 30, 2027: \$1,726.51

October 1, 2027 - September 30, 2028: \$1,778.30

☒ OTHER: Utilities: Per ¶11, all utility services located within or exclusively serving the Premises including electricity, water, trash, gas, landscaping, and restroom janitorial, and others ("Utility Services") shall be the responsibility of the LESSEE. Per ¶ 4.2, all common area expenses, including parking lot maintenance, landscaping, common lighting, and others ("CAM's") shall be the responsibility of the LESSEE. LESSOR to pay for all services not separately metered upfront; LESSEE shall reimburse LESSOR monthly based off their pro-rata share; current estimated amount for CAM's previously estimated in ¶1.7 S(b) shall be \$0.02 per square foot per month (\$39.80) and Utilities previously estimated in ¶1.7 S(d) shall be \$0.13 per square foot per month (\$258.70). Each estimated amount is based off the "Common Area Expense Budget/Breakdown for 401-425 N E St, Madera, CA"; the actual bill amount/costs shall be totaled annually at year's end, and a "true up" between LESSEE and LESSOR shall occur annually in January.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all Parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect except as specifically amended herein.


INITIALS




INITIALS

EXECUTED as of the day and year first above written.

By LESSOR:

DS Property Management, LLC

DocuSigned by:

By: Doug Stevens 9/25/2023

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Name Printed: Douglas Stevens

Title: General Partner

Phone: (559) 805-9185

Fax: _____

Email: doug.dsrm@gmail.com

By LESSEE:

Ronald Montoya-Vega, as an individual

By: _____

Name Printed: Ronald Montoya-Vega

Title: _____

Phone: (559) 481-3486

Fax: _____

Email: rony73.rv@gmail.com

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: redline.automotive73@gmail.com

Address: 1119 E Douglas Ave, Visalia, CA 93292

Federal ID No.: _____

Address: 27277 Perkins Rd, Madera, CA 93637

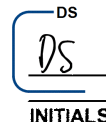
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