

1st **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
Andy Lopez, as an individual ("Lessee").

WHEREAS, on or about July 2, 2019 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as: 401 North E Street, Unit #425 and #116, 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: Per paragraph 1.5 the base rent per month shall be \$1,650.00 with 3% annual increases. 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: \$1,650.00

October 1, 2024 - September 30, 2025: \$1,699.50

October 1, 2025 - September 30, 2026 \$1,705.49

October 1, 2026 - September 30, 2027 \$1,756.65

October 1, 2027 - September 30, 2028 \$1,809.35

☒ 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 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 §(b) shall be \$0.02 per square foot per month (\$60.01) and Utilities previously estimated in ¶1.7 §(d) shall be \$0.13 per square foot per month (\$390.65). 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

a California Limited Partnership

By LESSEE:

Andy Lopez, as an individual

DBA Andy's Transmission Shop

By: _____

Name Printed: Douglas Stevens

Title: Managing Member

Phone: (559) 805-9185

Fax: _____

Email: doug.dspm@gmail.com

By: _____

Name Printed: Andy Lopez

Title: _____

Phone: (559) 481-3455

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: 1119 E Douglas Ave, Visalia, CA 93292

Address: 17870 Bedford Dr, Madera, CA 93638

Federal ID No.: _____

Federal ID No.: _____

AIR CRE * <https://www.aircre.com> * 213-687-8777 * contracts@aircre.com
NOTICE: No part of the works may be reproduced in any form without permission in writing.