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09/11/2025 02:55 PM

7 PGS

RECORDING REQUESTED BY:

Chicago Title Company
ACCOMMODATION ONLY

Escrow No.: FWAC-3622500243

Title No.: FWAC-3622500243

**WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:**

The Regents of the University of California
1111 Franklin Street, 7th Floor
Oakland, CA 94607-5200
Attn: Real Estate Strategies and Service Group



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$117.00

ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND AMENDMENT TO COMMON AREAS LEASE

The value of the property in this conveyance, exclusive of liens and encumbrances is \$100 or less, and there is no additional consideration received by the grantor, R & T 11911.

This Second Amendment is recording to extend the lease term by 15 years, per Section B.1. on page 1 of this document. Transfer Tax was paid at the time the Common Areas Lease recorded. The Common Areas Lease was recorded on 10/11/94 as instrument number 94329462.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY
CHICAGO TITLE

Accommodation Only
FWAC-3622606243

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Regents of the University of California
1111 Franklin Street, 7th Floor
Oakland, CA 94607-5200
Attn: Real Estate Strategies and Services Group

Space Above This Line for Recorder's Use Only

Exempt from Transfer Tax, see below **

SECOND AMENDMENT TO COMMON AREAS LEASE

July
KS
This Second Amendment to Common Areas Lease ("Amendment") is made and entered into as of ~~June~~ July 4, 2025, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("The Regents"), and UNIVERSITY TERRACE BERKELEY HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("Lessee"). The Regents and Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

* (Lessor)

RECITALS

A. The Regents and Lessee entered into that certain Common Areas Lease dated September 30, 1994, and recorded in the Official Records of Alameda County ("Official Records") on October 11, 1994 as Document No. 94329462, as amended by that certain Amendment Number One to Common Areas Lease dated June 19, 1996 and recorded in the Official Records on June 21, 1996 as Document No. 96-151429 (collectively, "Lease"), with respect to that certain real property located in the City of Berkeley, County of Alameda, State of California, as more particularly described in Exhibit A, attached hereto and incorporated herein ("Premises"). Capitalized terms used but not defined in this Amendment shall have the meanings attributed to such terms in the Lease.

B. The Lease Term is currently scheduled to expire at 11:50 p.m. on December 31, 2054, and the Parties desire to extend Lease Term pursuant to this Amendment.

NOW, THEREFORE, the Parties agree to amend the Lease as follows:

1. Lease Term. The Lease Term is hereby extended to 11:50 p.m. on December 31, 2069.

2. Limitation on Amendment. Except as modified by this Amendment, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and hereby ratified by the Parties.

**

The value of the property in this conveyance, exclusive of liens and encumbrances is \$100 or less, and there is no additional consideration received by the grantor, R & T 11911.

This Second Amendment is recording to extend the lease term by 15 years, per Section B.1. on page 1 of this document. Transfer Tax was paid at the time the Common Areas Lease recorded. The Common Areas Lease was recorded on 10/11/94 as instrument number 94329462.

3. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

Lessor:

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, a California public corporation

By: 
Print Name: David Phillips
Title: AVP - Capital Programs,
Energy & Sustainability

Lessee:

UNIVERSITY TERRACE BERKELEY
HOMEOWNERS ASSOCIATION, a California
nonprofit mutual benefit corporation

By: Signed in counterpart
Print Name: _____
Title: _____

3. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, a California public corporation

By: Signed in counterpart
Print Name: _____
Title: _____

UNIVERSITY TERRACE BERKELEY
HOMEOWNERS ASSOCIATION, a California
nonprofit mutual benefit corporation

By: [Signature]
Print Name: Alix Schwartz
Title: UTHOA President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

On June 17, 2025 before me, Tania Haley, Notary Public
(insert name and title of the officer)

personally appeared David Phillips,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in
his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of ALAMEDA

On 9th July 2025 before me,
NARESHKUMAR BHAKTA, Notary Public (here insert name and title of the officer),
personally appeared ALIX SCHWARTZ
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

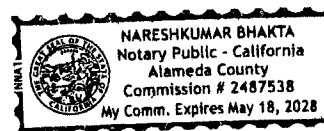


EXHIBIT A

DESCRIPTION OF PREMISES

All that certain real property situated in the City of Berkeley, County of Alameda, State of California, of Lot 1 of Tract 6417 as shown on that certain Condominium Map filed as Instrument No. 94-322439 in the Office of the Recorder, Alameda County, California, excepting therefrom all land and improvements situated within and including the exterior boundary of Unit 76.