FIRST AMENDMENT TO "LICENSE AGREEMENT BETWEEN THE CITY OF TEMECULA AND UNIVERSITY ENTERPRISES CORPORATION AT CSUSB, ON BEHALF OF THE INLAND EMPIRE CENTER FOR ENTREPRENEURSHIP AT CALIFORNIA STATE UNIVERSITY SAN BERNARDINO"

**This First Amendment** is made and effective as of November 1, 2025 between the City of Temecula, a municipal corporation ("City") and University Enterprises Corporation at CSUSB, a non-profit corporation, for itself and on behalf of the INLAND EMPIRE CENTER FOR ENTREPRENEURSHIP (hereinafter referred to as "Licensee"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

- 1. This First Amendment is made with the respect to the following facts and purposes:
- A. On March 14, 2023, the City and Licensee entered into that certain Agreement entitled "LICENSE AGREEMENT BETWEEN THE CITY OF TEMECULA AND UNIVERSITY ENTERPRISES CORPORATION AT CSUSB, ON BEHALF OF THE INLAND EMPIRE CENTER FOR ENTREPRENEURSHIP AT CALIFORNIA STATE UNIVERSITY SAN BERNARDINO" ("Agreement").
- B. The parties now desire to extend the term and amend the Agreement as set forth in this Amendment.
- 2. Section 4.A of the Agreement is hereby amended to read as follows:
  - "A. Duration. The Term of this Agreement shall commence on November 1, 2025, and shall end on December 31, 2026, subject to the early termination as provided in Subsection B of this Section."
- 3. Section 5.H. of the Agreement is hereby amended to read as follows:
  - "H. Licensee shall be responsible for its proportional share of the costs of utilities, including but not limited to water, gas, and electricity for a total amount of twenty- four thousand dollars and no cents (\$24,000.00) for fiscal year 2023-2024, twenty four thousand dollars and no cents (\$24,000.00) for fiscal year 2024-2025, and twenty four thousand dollars and no cents (\$24,000.00) for fiscal year 2025-2026, and twelve thousand dollars and no cents (\$12,000.00) for fiscal year 2026-2027, and not to exceed the amount of ninety six thousand dollars and no cents (\$96,000.00) for the entire term of this Agreement which shall be paid to the City on a monthly basis each fiscal year for the Subject Property.
- 4. The person or persons executing this Agreement on behalf of Licensee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Licensee and has the authority to bind Licensee to the performance of its obligations hereunder.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

**LICENSE** 

UNIVERSITY ENTERPRISES CORPORATION AT CSUSB, A NON-PROFIT CORPORATION, FOR ITSELF AND ON BEHALF OF THE INLAND EMPIRE CENTER FOR ENTREPRENEURSHIP

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CITY
CITY OF TEMECULA,
A California Municipal Corporation

Brenden Kalfus Mayor City of Temecula

ATTEST:

Randi Johl, JD, MMC City Clerk

APPROVED AS TO FORM:

PETER M. THORSON City Attorney