

OFFICE LEASE AGREEMENT

Between

LANDLORD: 747 R STREET LLC
a California limited liability company

and

TENANT: CITY OF FRESNO

**747 R STREET
FRESNO, CALIFORNIA 93721**

TABLE OF CONTENTS

LEASE AGREEMENT

	Page
1. PREMISES AND COMMON AREAS	4
2. TERM	6
3. DELIVERY	7
4. QUIET ENJOYMENT	8
5. BASE RENT	8
6. RENT PAYMENT	8
7. OPERATING EXPENSES, TAXES AND INSURANCE EXPENSES.....	8
8. LATE CHARGE	14
9. PARTIAL PAYMENT	15
10. RESERVED	15
11. USE OF PREMISES	15
12. COMPLIANCE WITH LAWS	16
13. WASTE DISPOSAL	17
14. RULES AND REGULATIONS.....	17
15. SERVICES.....	17
16. TELEPHONE AND DATA EQUIPMENT.....	18
17. SIGNS.....	19
18. FORCE MAJEURE	19
19. REPAIRS AND MAINTENANCE BY LANDLORD	19
20. REPAIRS BY TENANT	20
21. ALTERATIONS AND IMPROVEMENTS/LIENS	20
22. DESTRUCTION OR DAMAGE	22
23. EMINENT DOMAIN.....	23

TABLE OF CONTENTS (continued)

	Page
24. DAMAGE OR THEFT OF PERSONAL PROPERTY	24
25. INSURANCE; WAIVERS	24
26. INDEMNITIES	26
27. INTENTIONALLY OMITTED.....	27
28. ESTOPPEL	27
29. NOTICES.....	27
30. DEFAULT	27
31. LANDLORD’S REMEDIES	28
32. SERVICE OF NOTICE	31
33. ADVERTISING	31
34. SURRENDER OF PREMISES	31
35. REMOVAL OF FIXTURES.....	32
36. HOLDING OVER.....	32
37. ATTORNEY’S FEES.....	32
38. MORTGAGEE’S RIGHTS.....	32
39. ENTERING PREMISES	34
40. INTENTIONALLY OMITTED.....	34
41. ASSIGNMENT AND SUBLETTING	34
42. SALE	39
43. LIMITATION OF LIABILITY	39
44. BROKER DISCLOSURE.....	39
45. JOINT AND SEVERAL.....	39
46. CONSTRUCTION OF THIS AGREEMENT	39

TABLE OF CONTENTS
(continued)

	Page
47. RESERVED	39
48. PARAGRAPH TITLES; SEVERABILITY	39
49. CUMULATIVE RIGHTS.....	40
50. ENTIRE AGREEMENT.....	40
51. SUBMISSION OF AGREEMENT	40
52. AUTHORITY	40
53. INTENTIONALLY OMITTED.....	40
54. INTENTIONALLY OMITTED.....	40
55. OFAC AND ANTI-MONEY LAUNDERING COMPLIANCE CERTIFICATIONS.....	40
56. ENERGY DISCLOSURE.....	41
57. RESERVED	41
58. CIVIL CODE SECTION 1938	41
59. INTENTIONALLY OMITTED.....	41
60. COUNTERPARTS; TELECOPIED OR ELECTRONIC SIGNATURES	41

LIST OF EXHIBITS

A	Plan of Premises
B	Work Agreement
C	Commencement Letter
D	Rules and Regulations
E	Additional Provisions
F	Furniture Inventories
F-1:	Furniture Requested by Tenant
F-2:	Furniture to Be Available on Commencement Date
F-3:	Furniture Potentially Subject to Third Party Claims

BASIC LEASE PROVISIONS

The following sets forth some of the basic provisions of the Lease. In the event of any conflict between the terms of these Basic Lease Provisions and the referenced Sections of the Lease, the referenced Sections of the Lease shall control.

1. **Building (Section 1):** The building located at 747 R Street, Fresno, California 93721. The Building contains approximately 73,737 rentable square feet of office and retail space.
2. **Property:** The Building and the parcel(s) of land on which it is located and, at Landlord's discretion, the facilities and other improvements, if any, serving the Building and the parcel(s) of land on which they are located.
3. **Premises (Section 1):**
 Floor: 2nd Floor
 Rentable Square Feet: 37,051
4. **Term (Section 2):** Seven (7) years
 Target Commencement Date (Section 2): January 15, 2024
 Target Expiration Date (Section 2): December 31, 2030
5. **Base Rent (Section 5):** Base Rent during each year of the Term shall be as follows:

<u>Year</u>	<u>\$/RSF NNN</u>	<u>Monthly</u>	<u>Annual</u>
Year 1	\$1.80	\$66,691.80	\$800,301.60
Year 2	\$1.85	\$68,544.35	\$822,532.20
Year 3	\$1.91	\$70,767.41	\$849,208.92
Year 4	\$1.97	\$72,990.47	\$875,885.64
Year 5	\$2.03	\$75,213.53	\$902,562.36
Year 6	\$2.09	\$77,436.59	\$929,239.08
Year 7	\$2.15	\$79,659.65	\$955,915.80

As used herein, the term "**Lease Month**" shall mean each calendar month during the Term (and if the Commencement Date does not occur on the first (1st) day of a calendar month, the period from the Commencement Date to the first (1st) day of the next calendar month shall be included in the first (1st) Lease Month for purposes of determining the duration of the Term and the monthly Base Rent rate applicable for such partial month). Base Rent is subject to abatement as set forth in Section 6(b) below.

6. **Rent Payment Address (Section 5):**

Landlord Legal Entity:
 747 R STREET, LLC
 88-2862285

If by US Mail:

c/o Ter Services LLC
2229 San Felipe St., Suite 1150
Houston, TX 77019

7. Base Year (Section 7): Base Year Expense, Tax and Insurance Amounts: 2024
8. Tenant's Share (Section 7): 50.25%
9. Landlord's Broker (Section 44): Cushman & Wakefield
Tenant's Broker (Section 44): None
10. Notice Addresses (Section 29):

<u>Landlord</u>	<u>Tenant</u>
747 R Street LLC 2229 San Felipe St., Suite 1150 Houston, TX 77019 Attention: Ter Services LLC	<i>Prior to the Commencement Date:</i> Attention: _____
<i>With copies to:</i> Grounded Capital, LLC 560 Commercial Street, Suite 400 San Francisco, California 94111 Attention: Parren James	<i>After the Commencement Date:</i> Attention: _____ <i>With copies to:</i>
AND	Attention: _____
Duane Morris LLP Spear Tower, One Market Plaza Suite 2200 San Francisco, California 94105 Attention: John C. Callan Jr., Kenneth K. Tze	
11. Renewal Option (Exhibit E, Section 1): Three (3) options to renew the Term of the Lease for a period of one (1) year each, as more particularly set forth in Section 1 of **Exhibit E**.
12. Early Termination (Section 2(b)): Tenant shall have a right to terminate the lease early based on funding shortfalls (non-appropriation) that substantially affect

Tenant's business operations, on mutually acceptable terms including at least sixty (60) days' written notice to Landlord.

13. Parking: Tenant will be responsible for securing its own parking.

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (hereinafter called the "**Lease**") is entered into as of Jan. 15, 2024 (the "**Effective Date**"), by and between the Landlord and Tenant identified on the cover page hereto.

1. Premises and Common Areas.

(a) Premises; Rentable Area. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the Premises located in the Building identified in the Basic Lease Provisions, situated on the Property, and such Premises as further shown on the drawing attached hereto as **Exhibit A** and made a part hereof. All corridors and restroom facilities located in the Building shall be considered part of the Premises. The Premises shall be prepared for Tenant's occupancy in the manner and subject to the provisions of the Work Agreement attached hereto as **Exhibit B** and made a part hereof. On or before the Commencement Date, an estimate of the "rentable square feet" or "rentable area" of the Premises will be provided in the Basic Lease Provisions, however, the exact measurement will be determined by a licensed architect. Landlord and Tenant agree that the rentable area of the Premises as described in the Basic Lease Provisions has been confirmed and conclusively agreed upon by the parties and shall not be changed during the initial Term (defined in Section 2 below) except in connection with a change in the physical size of the Premises. No easement for light, air or view is granted hereunder or included within or appurtenant to the Premises.

(b) Condition of the Premises. Neither Landlord nor Tenant have been aware of the condition of the Building or the Premises prior to the Effective Date. Tenant has requested that Landlord engage third party consultants recommended and/or approved by Tenant to conduct an investigation of the Premises and the physical condition thereof, including, without limitation, the accessibility and location of utilities, the improvements, and the presence of Hazardous Materials, and any other matters which in Tenant's judgment might affect or influence Tenant's use of the Premises or Tenant's willingness to occupy the Premises and enter into this Lease (collectively, the "**Landlord Inspections**"). Tenant recognizes that Landlord would not lease the Premises except on an "As Is" basis and acknowledges that, except as otherwise specifically provided herein, Landlord has made no representation of any kind in connection with the improvements to, or the physical conditions on, or bearing on the use of, the Premises. Prior to the Commencement Date (defined in Section 2), Landlord will arrange for Landlord Inspections, which will include an inspection of the Building Systems to ensure that they are functioning and in good condition. Tenant represents, warrants and covenants to Landlord that Tenant has examined and inspected all other matters with respect to Property Taxes, Operating Expenses, insurance costs, permissible uses, zoning, covenants, conditions and restrictions, and all other matters which in Tenant's judgment might bear upon the value and suitability of the Premises for the conduct of Tenant's business therein. Tenant's execution and ratification of this Lease shall be conclusive evidence of Tenant's full satisfaction with the Premises pursuant to both the Landlord Inspections as well as its own inspection and examination. Tenant acknowledges and agrees that portions of the Building consist of unreinforced brick masonry; Landlord has no actual knowledge of what voluntary seismic upgrades, if any, have been made to the Building by Landlord's predecessors in interest. Landlord makes no representations or warranties regarding any such work or the need for any seismic reinforcement work. Tenant further acknowledges and

agrees that for purposes of historic preservation, the Building, also known as the State Center Warehouse and Cold Storage Company, is designated to the City of Fresno's Local Register of Historic Resources. Tenant acknowledges that the Premises are leased on an "As Is And With All Faults" basis and acknowledges that Landlord has made no representation of any kind in connection with the improvements to, or the physical conditions on, or bearing on the use of the Premises, subject to Section 3 hereof. Except as set forth above, and otherwise provided in the Lease, Landlord has received no written notice from any governmental authority of any violation of any federal, state or local law concerning (i) any Hazardous Material in the Premises; or (ii) zoning or use restrictions that would affect Tenant's occupancy of the Premises. Except as otherwise provided in this Lease, and to Landlord's current actual knowledge as of the date hereof, without any obligation of inquiry or otherwise, Landlord has not received any written notice of assessments from any governmental authority for violations of any federal, state or local laws. Tenant acknowledges that the Landlord Inspections were undertaken as an accommodation to Tenant and that, absent a reliance letter from the inspectors or entities involved in compiling any written reports arising out of the Landlord Inspections, Tenant may not rely on the Landlord Inspections for the purposes of determining whether to enter into this Lease; all such reports are informational only.

(c) Common Areas. Tenant shall have the nonexclusive right (in common with other tenants or occupants of the Building, Landlord and all others to whom Landlord has granted or may hereafter grant such rights) to use the Common Areas, subject to the Rules and Regulations. Landlord may at any time alter, renovate, rearrange, expand or reduce some or all of the Common Areas or temporarily close any Common Areas to make repairs or changes therein or to effect construction, repairs, or changes within the Building or Property, or to prevent the acquisition of public rights in such areas, or to discourage parking by parties, and may do such other acts in and to the Common Areas as in its judgment may be desirable, provided that Landlord shall use commercially reasonable efforts to minimize interference with Tenant's access to and use of the Premises. Landlord may from time to time permit portions of the Common Areas to be used exclusively by specified tenants. Landlord may also, from time to time, place or permit customer service and information booths, kiosks, stalls, push carts and other merchandising facilities in the Common Areas. "**Common Areas**" shall mean any of the following or similar items, as so designated from time to time by Landlord: (a) to the extent included in the Building and not exclusively leased to another tenant, the total square footage of areas of the Building devoted to nonexclusive uses such as ground floor lobbies, seating areas and elevator foyers; fire vestibules; mechanical areas; restrooms and corridors on all multi-tenant floors; elevator foyers and lobbies on multi-tenant floors; electrical and janitorial closets; telephone and equipment rooms; and other similar facilities maintained for the benefit of Building tenants and invitees, but shall not mean Major Vertical Penetrations (defined below); and (b) loading docks; locker rooms, exercise and conference facilities available for use by Building tenants (if any); walkways, roadways and sidewalks; trash areas; mechanical areas; landscaped areas including courtyards, plazas and patios; and other similar facilities maintained for the benefit of Building tenants and invitees. As used herein, "**Major Vertical Penetrations**" shall mean the area or areas within Building stairs (excluding the landing at each floor), elevator shafts, and vertical ducts that service more than one floor of the Building. The area of Major Vertical Penetrations shall be bounded and defined by the dominant interior surface of the perimeter walls thereof (or the extended plane of such walls over areas that are not enclosed). Major Vertical Penetrations shall exclude, however, areas for the specific use of Tenant or installed at the request of Tenant, such as special stairs or elevators.

(d) Furniture and Equipment. The tenant in possession of the Building immediately prior to the Effective Date bought or leased its own furniture, fixtures and equipment (“**FFE**”) for the Building and the Premises. Some of the FFE may be subject to a lien or other claim of possessory interest by the lessor of such FFE to the prior tenant. Tenant has examined the FFE in the Premises and requested full use of the FFE listed in Exhibit F-1, attached and incorporated in the Lease. Landlord will make best efforts to resolve any and all claims from third parties with respect to such FFE as soon as possible but cannot guarantee this will be finally resolved prior to the Commencement Date. Tenant agrees to reasonably cooperate with Landlord in attempts to resolve any FFE disputes, at no cost or liability to Tenant. Such cooperation may include, without limitation, removing some portion of the FFE and replacing it in kind, at Landlord’s sole cost and expense as further provided below. Notwithstanding the above, Landlord will make available to Tenant all FFE listed on Exhibit F-2 on or before the Commencement Date, representing approximately two thirds (2/3) of the FFE listed in Exhibit F-1. The FFE that may be subject to third party claims on or before the Commencement Date, approximately one third (1/3) of the Exhibit F-1 FFE, is set forth in Exhibit F-3. In the event any competing claims for the FFE in Exhibit F-3 remain unresolved on or before the Commencement Date resulting in repossession of such FFE by the FFE lessor, Landlord agrees to replace such FFE in kind with FFE of reasonably similar function and quality (the “**Replacement FFE**”); provided, that Tenant shall first identify (a) the Replacement FFE, with such items reasonably approved by Landlord, and (b) one or more viable vendors, reasonably satisfactory to Landlord, for Landlord to source the Replacement FFE from, for a total cost to Landlord that is not to exceed an aggregate sum of \$350,000 (Three Hundred Fifty Thousand Dollars) (“**FFE Cap Amount**”). Tenant shall provide the foregoing information to Landlord in writing (the “**Replacement Notice**”). Landlord shall have ten (10) Business Days from the date that the Replacement Notice is received from Tenant to place an order for the Replacement FFE. All costs in excess of the FFE Cap Amount shall be the sole responsibility of Tenant. In the event the Replacement FFE cost less than the FFE Cap Amount, any remaining amounts shall be retained by Landlord. Tenant’s right to have Landlord acquire the Replacement FFE and pay the amount up to the FFE Cap Amount as provided herein is a one-time right and shall expire ninety (90) days following the Effective Date. In the event the FFE in Exhibit F-2, as may be amended from time to time, is not, in Tenant’s reasonable discretion, sufficient for Tenant to carry on its business operations as of the Commencement Date, the parties will extend the Commencement Date for the earlier of (i) thirty (30) days or (ii) the date supplemental FFE is delivered to the Premises so that Tenant can conduct its business operations. Tenant agrees to take possession of the Premises subject to these FFE conditions and further agrees that the temporary loss of use of some portion of the FFE neither constitutes constructive eviction, loss of quiet enjoyment or a claim for rent abatement under this Lease. Tenant agrees to take possession of any and all FFE “as is and with all faults”; and Landlord has made no representations or warranties about the conditions of such FFE.

2. Term.

(a) Initial Lease Term. Tenant shall have and hold the Premises for the term (“**Term**”) identified in the Basic Lease Provisions commencing on the later of (i) the Substantial Completion (defined below) of the Landlord Work or (ii) the date Tenant first occupies all or any portion of the Premises for the conduct of its ordinary business operations and actually conducts its business operations in the Premises (the “**Commencement Date**”). The parties estimate that the Commencement Date will be the Target Commencement Date specified in the Basic Lease

Provisions. This Lease shall terminate at midnight on the last day of the 84th calendar month following the Commencement Date, provided that if the Commencement Date is not the first (1st) day of a calendar month, then the first month of the Term shall include any partial calendar month following the Commencement Date and the next-succeeding calendar month (the “**Expiration Date**”), unless sooner terminated or extended as hereinafter provided. Promptly following the Commencement Date, Landlord and Tenant shall enter into a letter agreement in the form attached hereto as **Exhibit C**, specifying and/or confirming the Commencement Date and the Expiration Date (and the schedule of Base Rent payable hereunder); if Tenant fails to execute and deliver such letter agreement to Landlord within ten (10) Business Days after Landlord’s delivery of same to Tenant, Landlord shall then send a written notice to Tenant requesting Tenant’s execution of said letter agreement, and if Tenant fails to execute and deliver such letter agreement to Landlord within five (5) Business Days after such written notice, the Commencement Date and Expiration Date specified in the letter agreement will be deemed final and binding upon Tenant. For the purposes of this Section 2(a), “**Substantial Completion**” means Landlord has delivered possession of the Premises to Tenant with the work to be performed by Landlord completed (excluding reasonable punch-list items which must be completed as soon as possible, but in any case no later than 15 days after the Substantial Completion date, so that Tenant can occupy and use the Premises for its intended use, free of all hazardous materials, with the Building Systems and other systems serving the Premises in good operating order and condition; with the Building and Premises in compliance with all applicable building codes and legal requirements.

(b) **Early Termination.** In the event of non-appropriation relating to the Lease, Tenant shall have the right to terminate the Lease at the end of any fiscal year of Tenant, in the manner and subject to the terms specified in this paragraph. Tenant shall give Landlord written notice of such termination not less than sixty (60) days prior to the end of such fiscal year and shall notify Landlord of any anticipated termination. For purposes of this paragraph, “fiscal year” shall mean the twelve-month fiscal period of Tenant which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, “non-appropriation” shall mean the failure of the Tenant or Tenant’s governing body to appropriate money for any fiscal year of Tenant sufficient for the continued performance of the Lease by Tenant.

3. **Delivery.** Landlord will deliver possession of the Premises to Tenant to allow Tenant to commence construction of the Tenant Improvements therein or to otherwise prepare the Premises for Tenant’s occupancy on or before the later to occur of (a) three (3) Business Days after full mutual execution of this Lease (the “**Target Delivery Date**”), and (b) Tenant’s delivery to Landlord of (i) the prepaid Base Rent required pursuant to Section 6 below, and (ii) evidence of all insurance coverage required hereunder, (Landlord’s delivery of the Premises as described herein being referred to herein as “**Delivery**” and the date of Delivery as the “**Delivery Date**”). From and after the Delivery Date through the Commencement Date (such period being referred to herein as the “**Construction Period**”), Tenant will have the right to access the Premises for the purposes of constructing its Tenant Improvements therein pursuant to the Work Agreement. Tenant’s occupancy of the Premises during the Construction Period will be subject to all of the terms and provisions of this Lease, except that Tenant shall have no obligation to pay Rent during such period unless Tenant commences business operations in all or any portion of the Premises during such Construction Period. Landlord’s failure to achieve Delivery by the Target Delivery Date shall not be a Landlord Default or otherwise render Landlord liable for damages; however, the Target Commencement Date will be delayed on a day-for-day basis for each such day of delay

in Delivery beyond the Target Delivery Date (provided, however, that if Delivery is delayed as a result of Tenant's failure to provide the items described in clause (b) above, the Target Commencement Date will not be delayed as a result). Except as otherwise provided in this Lease, Tenant shall not be permitted to take possession of or enter the Premises prior to the Delivery Date without Landlord's permission.

4. **Quiet Enjoyment.** So long as Tenant is not in Default, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the Term. The foregoing is in lieu of any implied covenant of quiet enjoyment. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

5. **Base Rent.** Tenant shall pay to Landlord, at the address stated in the Basic Lease Provisions or at such other place as Landlord shall designate in writing to Tenant, annual base rent ("**Base Rent**") in the amounts set forth in the Basic Lease Provisions.

6. **Rent Payment.** The Base Rent shall be payable in equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever, except as may be expressly provided in this Lease. One full monthly installment of Base Rent shall be due and payable on the date of execution of this Lease by Tenant and a like monthly installment of Base Rent shall be due and payable on or before the first day of each calendar month following the first calendar month of the Lease. Tenant shall pay, as additional Rent, all other sums due from Tenant under this Lease (the term "**Rent**", as used herein, means all Base Rent, additional Rent and all other amounts payable hereunder from Tenant to Landlord). Unless otherwise specified herein, all items of Rent (other than Base Rent and amounts payable pursuant to Section 7 below) shall be due and payable by Tenant on or before the date that is thirty (30) days after billing by Landlord. Rent for any partial calendar month during the Term shall be appropriately prorated based on the number of days in the applicable calendar month. Rent shall be made payable to the entity, and sent to the address, Landlord designates (initially set forth in the Basic Lease Provisions) and shall be made by good and sufficient check or by other means reasonably acceptable to Landlord. Except as otherwise expressly set forth in this Lease, it is the intention of the parties that this is a triple net lease. The Rent will be a net payment to the Landlord so that Landlord will not be required to pay any costs or expenses or provide any services with respect to the Premises except as specifically set forth herein.

7. **Operating Expenses, Taxes and Insurance Expenses.**

(a) **Generally.** Tenant agrees to reimburse Landlord throughout the Term, as additional Rent hereunder, for Tenant's Share (defined below) of: (i) the annual Operating Expenses (as defined below) in excess of the Operating Expenses for the Operating Expense Base Year set forth in the Basic Lease Provisions (hereinafter called the "**Base Year Expense Amount**"); (ii) the annual Taxes (as defined below) in excess of the Taxes for the Tax Base Year set forth in the Basic Lease Provisions (hereinafter called the "**Base Year Tax Amount**"); and (iii) the annual Insurance Expenses (as defined below) in excess of the Insurance Expenses for the Insurance Expense Base Year set forth in the Basic Lease Provisions (hereinafter called the "**Base Year Insurance Amount**"). The term "**Tenant's Share**" as used in this Lease shall mean the percentage determined by dividing the rentable square footage of the Premises by the rentable

square footage of the Building's rentable square footage of office and retail space and multiplying the quotient by 100. Landlord and Tenant hereby agree that Tenant's Share with respect to the Premises initially demised by this Lease is anticipated to be \$0.82/rsf per month, and subject to revision each Lease Year depending on the actual calculation of Operating Expenses, Taxes, and Insurance as set forth in Section 7(f) below. Tenant's Share of excess Operating Expenses, excess Taxes and excess Insurance Expenses for any calendar year shall be appropriately prorated for any partial year occurring during the Term. The obligations of the parties pursuant to this Section 7 will survive the expiration or sooner termination of this Lease.

(b) **"Operating Expenses"** shall mean all of those expenses incurred or paid by Landlord in operating, servicing, managing, maintaining and repairing the Property, Building, and all related Common Areas. Operating Expenses shall include, without limitation, the following: (1) all costs related to the providing of water, heating, lighting, ventilation, sanitary sewer, air conditioning and other utilities, but excluding those utility charges actually paid separately by Tenant or any other tenants of the Building; (2) janitorial and maintenance expenses, except as otherwise provided below, including: (a) janitorial services and janitorial supplies and other materials used in the operation and maintenance of the Building and Common Area; and (b) the cost of maintenance and service agreements on equipment, window cleaning, grounds maintenance, pest control, security, trash removal, and other similar services or agreements; (3) management fees (or an imputed charge for management fees if Landlord provides its own management services) not to exceed three percent (3%) of all Gross Tenant Revenues; for purposes hereof, **"Gross Tenant Revenues"** shall mean the aggregate of (a) the annual base rentals for all Building tenants, (b) amounts of commercially reasonable rental abatement, and (c) other income from the use or occupancy of the Building, accrued or collected with respect to the Building) and the market rental value (as reasonably determined by Landlord) of a management office; (4) the costs, including interest, amortized over the applicable useful life in accordance with industry standards, of (a) any capital improvement made to the Building by or on behalf of Landlord which is required under any governmental law or regulation (or any judicial interpretation thereof) or any insurance requirement that was not applicable to, and enforced against, the Building as of the date of this Lease, (b) any capital cost of acquisition and installation of any device or equipment designed or anticipated to improve the operating efficiency of any system within the Building or which is reasonably intended to reduce Operating Expenses and such cost or allocable portion thereof to be amortized over the useful life of the capital items in question as Landlord shall determine in accordance with generally accepted accounting principles, or (c) the cost of any capital improvement or capital equipment which is acquired to improve the safety of the Building or Property, and (d) the cost of capital improvements, alterations or installations which are replacements or modifications of items located in the Common Areas required to keep the Common Areas in good order or condition and which are, in Landlord's good faith judgment, economically prudent to make in lieu of repairs; (5) all services, supplies, repairs, replacements or other expenses directly and reasonably associated with servicing, maintaining, managing and operating the Building, including, but not limited to the lobby, vehicular and pedestrian traffic areas and other Common Areas; (6) legal and accounting costs (but not including legal costs incurred in collecting delinquent rent from any occupants of the Property or incurred in connection with lease negotiations with Tenant or prospective tenants or incurred with respect to lease disputes with any occupants of the Property); (7) costs to maintain and repair the Building and Property; and (8) landscaping unless and to the extent that Landlord hires a third party to provide such

services pursuant to a service contract and the cost of that service contract is already included in Operating Expenses as described above.

Notwithstanding the foregoing, Operating Expenses shall specifically exclude the following: (i) costs of alterations of tenant spaces (including all tenant improvements to such spaces); (ii) costs of capital improvements, except as provided in the preceding paragraph; (iii) depreciation, interest and principal payments on mortgages and other indebtedness, and any other debt costs of financing or refinancing, if any; (iv) real estate brokers' leasing commissions or compensation and advertising and other marketing expenses; (v) payments to affiliates of the Landlord for goods and/or services to the extent the same are materially in excess of what would be paid to non-affiliated parties of similar experience, skill and expertise for such goods and/or services in an arm's length transaction; (vi) costs or other services or work performed for the singular benefit of another tenant or occupant (other than with respect to Common Areas of the Building); (vii) legal, space planning, construction, and other expenses incurred in procuring tenants for the Building or renewing or amending leases with existing tenants or occupants of the Building; (viii) costs of advertising and public relations and promotional costs and attorneys' fees associated with the leasing of the Building; (ix) any expense to the extent that Landlord actually receives reimbursement from insurance, condemnation awards, warranties, other tenants or any other source; (x) costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Building; (xi) all expenses in connection with the installation, operation and maintenance of any observatory, broadcasting facilities, luncheon club, athletic or recreation club, cafeteria, dining facility or other facility not generally available to all office tenants of the Building, including Tenant; (xii) Taxes; (xiii) Insurance Expenses; (xiv) rental under any ground or underlying lease or leases; (xv) any capital costs incurred to correct any building code violation that exists as of the Effective Date (i.e., a violation of a code provision as the code in question is interpreted as of the Effective Date); (xvi) merchants association fees or promotional funds, or any similar type of fee or fund; (xvii) painting, redecorating or similar work performed by Landlord for any prospective tenant of the Building; (xviii) costs for services performed for the singular benefit of another tenant or occupant (other than for Common Areas of the Building); (xix) repairs arising from the gross negligence or willful misconduct of Landlord; (xx) reserves for bad debt loss or rent loss; (xxi) costs incurred in connection with the removal, encapsulation or other treatment of Hazardous Material (defined in Section 11(b) below) existing in the Building and classified as a Hazardous Material as of the Effective Date, except to the extent such removal, encapsulation or other treatment is related to the ordinary general repair and maintenance of the Building (for example, the removal and disposal of oil from Building machinery in the course of typical building maintenance and not as a response to any action of any tenant or occupant of the Building or other release of Hazardous Materials); and (xxii) janitorial services and maintenance expenses procured and paid for directly by Tenant for the Premises.

(c) **"Taxes"** shall mean all taxes and assessments of every kind and nature which Landlord shall become obligated to pay with respect to any calendar year of the Term or portion thereof because of or in any way connected with the ownership, leasing, and/or operation of the Building and/or Property, inclusive of any gross receipts tax, as well as any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election (**"Proposition 13"**) and that assessments, taxes, fees, levies and charges

may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities as a result of Proposition 13, Taxes shall also include any governmental or private assessments or the Property's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies. Notwithstanding anything to the contrary contained herein, (i) Landlord shall include in Taxes each year hereunder (including, without limitation, the Tax Base Year) the amounts levied, assessed, accrued or imposed for such year, regardless of whether paid or payable in another year (except that, with respect to personal property taxes, Landlord shall include in Taxes the amounts paid during each such year), and Landlord shall each year make any other appropriate changes to reflect adjustments to Taxes for prior years (including, without limitation, the Tax Base Year) due to error by the taxing authority, supplemental assessment or other reason, regardless of whether Landlord uses an accrual system of accounting for other purposes (the amount of any tax refunds received by Landlord during the Term of this Lease shall be deducted from Taxes for the calendar year to which such refunds are attributable); (ii) the amount of special taxes and special assessments to be included shall be limited to the amount of the installments (plus any interest, other than penalty interest, payable thereon) of such special tax or special assessment payable for the calendar year in respect of which Taxes are being determined; (iii) the amount of any tax or excise levied by the State or the City where the Building is located, any political subdivision of either, or any other taxing body, on rents or other income from the Building and/or Property (or the value of the leases thereon) to be included shall not be greater than the amount which would have been payable on account of such tax or excise by Landlord during the calendar year in respect of which Taxes are being determined had the income received by Landlord from the Building and/or Property (excluding amounts payable under this subparagraph (iii)) been the sole taxable income of Landlord for such calendar year; (iv) if any portion of the Taxes in the Tax Base Year includes an assessment which is no longer payable in a subsequent calendar year, Taxes for the Tax Base Year shall be adjusted to eliminate the amount of the annual assessment originally included therein; and (v) Taxes shall also include Landlord's reasonable costs and expenses (including reasonable attorneys' fees) in contesting or attempting to reduce any Taxes. Taxes will not include income taxes (except those which may be included pursuant to subparagraph (iii) above), documentary transfer taxes, excess profits taxes, franchise, capital stock, and inheritance or estate taxes. Without limiting the generality of this Article 7(c), if at any time during the Term any sale or change in ownership of the Building is consummated, and if Landlord reasonably anticipates that the Building will be reassessed for purposes of Taxes as a result thereof, but that such reassessment may not be completed during the calendar year in which such event is consummated, then for all purposes under this Lease, Landlord shall have the right to calculate Taxes applicable to such calendar year and thereafter based upon Landlord's good faith estimate of the Taxes which will result from such reassessment. Upon the finalization of any such reassessment and Landlord's determination of actual Taxes applicable to the Tax Base Year and all calendar years subsequent thereto, as applicable, Landlord shall have the right to adjust the applicable Taxes therefor and, upon such adjustment, Landlord or Tenant, as appropriate, shall promptly make such reconciliation payment (which, in the case of Landlord, may be made in the form of a credit against the installment(s) of Tenant's Share of excess Taxes next coming due) as may be necessary in order that Tenant pays Tenant's Share of actual Taxes for each such calendar year.

(d) **“Insurance Expenses”** shall mean the amount paid or incurred by Landlord (i) in insuring all or any portion of the Property under policies of insurance and/or commercially reasonable self-insurance, which may include commercial general liability insurance, property insurance, worker’s compensation insurance, rent interruption insurance, contingent liability and builder’s risk insurance, and any other insurance as may from time to time be maintained by Landlord commensurate with coverages maintained by landlords of comparable office towers in the Fresno business district, and (ii) for commercially reasonable deductible payments under any insured claims.

(e) Intentionally Omitted.

(f) Procedure. As soon as reasonably possible after the commencement of each calendar year following the Base Year, Landlord will provide Tenant with a statement of the estimated monthly installments of Tenant’s Share of excess Operating Expenses, excess Taxes and excess Insurance Expenses which will be due for the remainder of the calendar year in which the Commencement Date occurs or for the next ensuing calendar year, as the case may be. Landlord shall deliver to Tenant within one hundred twenty (120) days after the close of each calendar year (including the calendar year in which this Lease terminates), or as soon thereafter as reasonably practical, a statement (**“Landlord’s Statement”**) setting forth in reasonable detail by major categories: (1) the amount of any increases in Operating Expenses for such calendar year in excess of the Operating Expenses for the Operating Expense Base Year; (2) the amount of any increases in the Taxes for such calendar year in excess of the Taxes for the Tax Base Year and (3) the amount of any increases in Insurance Expenses for such calendar year in excess of the Insurance Expenses for the Insurance Expense Base Year.

(i) For each year following the applicable Base Year, Tenant shall pay to Landlord, together with its monthly payment of Base Rent as provided in Section 5 above, as additional Rent hereunder, the estimated monthly installment of Tenant’s Share of the excess Operating Expenses, excess Taxes and excess Insurance Expenses for the calendar year in question. At the end of any calendar year, and upon Landlord’s completion of Landlord’s Statement for such year, if Tenant has paid to Landlord an amount in excess of Tenant’s Share of excess Operating Expenses, excess Taxes and excess Insurance Expenses for such calendar year, Landlord shall reimburse to Tenant any such excess amount (or shall apply any such excess amount to any amount then owing to Landlord hereunder, and if none, to the next due installment or installments of additional Rent due hereunder, at the option of Landlord); if Tenant has paid to Landlord less than Tenant’s Share of excess Operating Expenses, excess Taxes or excess Insurance Expenses for such calendar year, Tenant shall pay to Landlord any such deficiency within thirty (30) days after the date of delivery of the applicable Landlord’s Statement.

(ii) For the calendar year in which this Lease terminates and is not extended or renewed, the provisions of this Section 7 shall apply, but Tenant’s Share of excess Operating Expenses, excess Taxes and excess Insurance Expenses for such calendar year shall be subject to a pro rata adjustment based upon the number of days in such calendar year prior to the expiration of the Term of this Lease. Tenant’s obligation to pay Tenant’s Share of excess Operating Expenses, excess Taxes and excess Insurance Expenses (or any other amounts) accruing during, or relating to, the period prior to expiration or earlier termination of this Lease shall survive such expiration or termination. Landlord may reasonably estimate all or any of such obligations

within a reasonable time before, or any time after, such expiration or termination. Tenant shall pay the full amount of such estimate, and any additional amount due after the actual amounts are determined, in each case within thirty (30) days after Landlord sends a statement therefor. If the actual amount is less than the amount Tenant has paid as an estimate, Landlord shall refund the difference within thirty (30) days after such determination is made.

(iii) Commencing the second calendar year of the Term, if the Building is less than ninety five percent (95%) occupied, then those Operating Expenses for the calendar year in question which vary with occupancy levels in the Building (including for example, but not limited to elevator maintenance costs and management fees) shall be increased by Landlord, for the purpose of determining Tenant's Share of excess Operating Expenses, to be the amount of Operating Expenses which Landlord reasonably determines would have been incurred during that calendar year if the Building had been at least 95% occupied throughout such calendar year.

(g) Other Taxes Payable by Tenant. In addition to payment of Tenant's Share of excess Taxes, Tenant shall pay before delinquency any and all taxes levied or assessed and which become payable by Tenant (or directly or indirectly by Landlord) during the Term (excluding, however, local, state and federal personal or corporate income taxes measured by the net income of Landlord from all sources, capital stock taxes, and estate and inheritance taxes), whether or not now customary or within the contemplation of the parties hereto, which are based upon, measured by or attributable to: (i) [intentionally omitted]; (ii) the value of Tenant's equipment, furniture, fixtures or other personal property located in the Premises; (iii) the possession, lease, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; (iv) the value of any leasehold improvements, alterations or additions made in or to the Premises, regardless of whether title to such improvements, alterations or additions shall be in Tenant or Landlord; or (v) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. Tenant represents to Landlord that because it is a California municipal corporation, its rental payments provided under this Lease are exempt from the calculation of taxes based on (A) gross or net rental income and (B) excise tax; notwithstanding the foregoing, if during the Term, there are any taxes levied or assessed by any taxing authority based upon, measured by or attributable to the gross or net rental income of Landlord under this Lease, including, without limitation, any excise tax with respect to the receipt of the rent payable under this Lease, Tenant shall pay any such taxes prior to delinquency, except to the extent Landlord elects to include any of the foregoing in Taxes.

(h) Tenant's Audit Right.

(i) Landlord shall maintain and preserve Landlord's books and records including all those related to Operating Expenses and Taxes with respect to each calendar year for a period of three (3) years following Landlord's delivery to Tenant of the statement with respect thereto. Upon Tenant's request for the purpose of the examination thereof by Tenant or Tenant's designee as provided in Section 7(h)(ii) below, Landlord shall permit Tenant or its designee to examine Landlord's books and records relating to such statement (the "**Records**") to determine the accuracy of the statement. Tenant shall, and shall cause its designee to agree to, maintain the information obtained from such examination in confidence, except as may be required (1) by applicable legal requirements, or (2) by Tenant's attorneys, accountants and other professionals in

connection with any dispute between Landlord and Tenant. Tenant, at Tenant's expense, shall have the right to obtain copies and make abstracts of the Records as Tenant or its designee may reasonably request in connection with the examination of Landlord's Records, subject, nevertheless, to the foregoing provisions in this Section regarding Tenant's obligation to keep such information in confidence.

(ii) Within ninety (90) days after the close of each Lease Year, Landlord will use commercially reasonable efforts to deliver to Tenant a statement of the actual amounts payable under Section 5(a) above for such Lease Year. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for such Lease Year previously made by Tenant, Landlord shall credit such excess to Tenant against the monthly Rent owed by Tenant as it becomes due, except that if such excess exists at the termination of this Lease, Landlord shall refund any such excess payments to Tenant if Tenant is not in default. If on the basis of such statement Tenant owes an amount that is more than the estimated payments for such Lease Year previously made by Tenant, Tenant shall pay the deficiency to Landlord within thirty (30) days after delivery of the statement. Unless Tenant, within forty-five (45) days after the delivery of such statement to Tenant by Landlord, delivers written notice to Landlord of any objections to any such statement, such statement shall be deemed final and binding on Tenant. If written objection is received by Landlord within said forty-five (45)-day period and such objection is not resolved between Landlord and Tenant within ten (10) days, then Tenant shall have the right, at Tenant's sole cost and expense, to examine such statement using an independent certified public accountant selected by Tenant and reasonably agreeable to Landlord. Pending resolution of any such objections, Tenant shall continue to pay Tenant's percentage share of Operating Expenses and Taxes determined by Landlord until such adjustments are resolved.

(iii) Any errors disclosed by such examination shall be promptly corrected by Landlord, provided, however, that if Landlord disagrees with any such claimed errors, Landlord shall have the right to cause another review to be made by an independent firm of certified public accountants. In the event of a disagreement between the two accountants, the review that discloses the least amount of deviation from the Landlord's Statement shall be deemed to be correct. In the event that the results of the review of records (taking into account, if applicable, the results of any additional review caused by Landlord) reveal that Tenant has overpaid for the particular year that was the subject of such statement (the amount of such overpayment referred to herein as the "**Overpayment**"), then, following the completion of such examination, Landlord shall credit Tenant the amount of the Overpayment against Tenant's subsequent installment obligations to pay Operating Expenses and Taxes.

8. **Late Charge.** Other remedies for non-payment of Rent notwithstanding, if any monthly installment of Base Rent or additional Rent is not received by Landlord on or before the date due, or if any payment due to Landlord by Tenant which does not have a scheduled due date is not received by Landlord on or before the thirtieth (30th) day following the date Tenant was invoiced for such charge, a late charge of five percent (5%) of such past due amount shall be immediately due and payable as additional Rent; additionally, interest shall accrue on all delinquent amounts from the date past due until paid at the lower of (a) the annual rate of ten percent (10%), prorated daily, from the date such payment is due until paid, or (b) the highest rate permitted by applicable law (the "**Interest Rate**"). Notwithstanding the foregoing, the late charge referenced above shall not be charged with respect to the first occurrence (but may be charged with

respect to any subsequent occurrence) during any twelve (12) month period that Tenant fails to make any payment when due, until three (3) days after Landlord delivers written notice of such delinquency to Tenant.

9. **Partial Payment.** No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge or interest assessed against Tenant hereunder.

10. **Reserved.**

11. **Use of Premises.**

(a) **Generally.** Tenant shall use and occupy the Premises for general office and administrative purposes of a type customary for office buildings in the downtown Fresno area, and for no other purpose. The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner which will void the insurance or increase the rate of insurance on the Premises or the Building, nor in any manner inconsistent with the nature of the Building, nor in any manner that would cause the occupancy level of the Premises to exceed the standard density limit for buildings of the type and nature of the Building as reasonably determined by Landlord (the "**Standard Density**").

(b) **Hazardous Materials.**

(i) Tenant shall not cause or permit the receipt, storage, use, location or handling on the Property (including the Building and Premises) of any product, material or merchandise which is explosive, highly inflammable, or a "Hazardous Material," as that term is hereafter defined. "**Hazardous Material**" shall include all materials or substances which are listed in, regulated by or subject to any applicable federal, state or local laws, rules or regulations from time to time in effect, including, without limitation, hazardous waste (as defined in the Resource Conservation and Recovery Act); hazardous substances (as defined in the Comprehensive Emergency Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act); gasoline or any other petroleum product or by-product or other hydrocarbon derivative; toxic substances (as defined by the Toxic Substances Control Act); insecticides, fungicides or rodenticides, (as defined in the Federal Insecticide, Fungicide, and Rodenticide Act); and asbestos, radon and substances determined to be hazardous under the Occupational Safety and Health Act or regulations promulgated thereunder. Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence in the Premises of amounts of Hazardous Materials which are in compliance with all applicable laws, ordinances and regulations and are customarily present in a general office use (e.g., copying machine chemicals and kitchen cleansers). Tenant represents and warrants to Landlord that it will not bring any Hazardous Materials to the Building or the Premises except as consistent with office use, herein described. If asbestos containing materials are discovered by Tenant during the Term of

the Lease in a generally accessible area within the Premises, Landlord will remove such asbestos containing materials in compliance with applicable Law at Landlord's expense.

(ii) Without limiting in any way Tenant's obligations under any other provision of this Lease, in the event Tenant breaches its warranty in the preceding Section concerning the use or storage of Hazardous Materials on the Premises, Tenant and its successors and assigns shall indemnify, protect, defend and hold Landlord and its Indemnitees (defined below) harmless from any and all claims, damages, liabilities, losses, which arise during or after the Term as a result of the presence or suspected presence of any Hazardous Materials, in, on, under, from or about the Premises due to Tenant's acts or omissions, unless such claims, damages, liabilities, losses, costs and expenses arise out of or are caused by the gross negligence or willful misconduct of any of the Indemnitees or their contractors, tenants or invitees or are present in the Premises or the Property other than due to acts or omissions of Tenant or any employee, agent, representative, contractor, invitee, licensee or subtenant of Tenant in which event Landlord shall indemnify and hold Tenant harmless against all such claims or damages to the extent arising out of or caused by the negligence or willful misconduct of the Indemnitees or their contractors, tenants or invitees. The indemnities contained herein shall survive the expiration or earlier termination of this Lease.

12. Compliance with Laws.

(a) By Tenant. Tenant, at its sole cost and expense, shall promptly comply with all laws, statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity which are now in force or which may hereafter be enacted or promulgated, including, without limitation, the Americans with Disabilities Act of 1990, as amended (collectively, "**Law(s)**"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. In addition, Tenant, at its sole cost and expense, shall promptly comply with any Laws that relate to the Base Building and/or any areas of the Building or the Property outside the Premises, but only to the extent such obligations are triggered by Tenant's particular use of the Premises (as opposed to office use in general), Alterations or improvements in the Premises performed or requested by Tenant, or Tenant's occupancy of the Premises in excess of the Standard Density limit. "**Base Building**" shall mean the structural portions of the Building, the restrooms located on any multi-tenant floor, and the Building Systems (defined in Section 19). Tenant shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law.

(b) By Landlord. Landlord shall comply with all Laws relating to the Base Building (exclusive of any Building Systems that were constructed by or for the benefit of Tenant) and the Common Areas, provided that such compliance with Laws is not the responsibility of Tenant under this Lease, and provided further that Landlord's failure to comply therewith would prohibit Tenant from obtaining or maintaining a temporary certificate of occupancy or its equivalent for the Premises, or would unreasonably and materially affect the safety of Tenant's employees or create a significant health hazard for Tenant's employees, or would otherwise materially, adversely affect Tenant's use of the Premises. Notwithstanding the foregoing, Landlord shall have the right to contest in good faith any alleged violation of Law, including, without limitation, the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed by Law and the right to appeal any decisions, judgments or

rulings to the fullest extent permitted by Law. Landlord shall be permitted to include in Operating Expenses any costs or expenses incurred by Landlord under this Section 12(b) to the extent provided for in Section 7(b) above.

13. **Waste Disposal.** All normal trash and waste (i.e., waste that does not require special handling pursuant to the provisions of this Section 13 set forth below) shall be disposed of through the janitorial service. Tenant shall be responsible for the removal and disposal of any waste deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant agrees to separate and mark appropriately all waste to be removed and disposed of through the janitorial service pursuant to the immediately preceding sentence and hazardous, infectious or special waste to be removed and disposed of by Tenant pursuant to this sentence.

14. **Rules and Regulations.** The current rules and regulations of the Building (the "**Rules and Regulations**"), a copy of which is attached hereto as **Exhibit D**, and all reasonable rules and regulations and modifications thereto which Landlord may hereafter from time to time adopt and promulgate after written notice thereof to Tenant are hereby made a part of this Lease and shall be observed and performed by Tenant, its agents, employees and invitees. In the event of any conflict between the Rules and Regulations and the terms of this Lease, the terms of this Lease shall control.

15. **Services.**

(a) **Generally.** Landlord will furnish the following services during the Building Service Hours:

- (i) Passenger elevator service at all times;
- (ii) Heating, ventilation and air conditioning ("**HVAC**") reasonably adequate to allow for the comfortable occupancy of the Premises, subject to governmental regulations;
- (iii) Water at all times for all restrooms and lavatories;
- (iv) Electric power for lighting and outlets not in excess of the total watts per usable square foot of the Premises; and

(v) Subject to Landlord's rules, regulations, and restrictions and the terms of this Lease and applicable Laws, Landlord shall permit Tenant, at no additional charge to Tenant, to use a reasonably proportionate share of the existing Building risers, raceways, and shafts available for use by the tenants and occupants of the Building to the extent (i) there is available space in the Building risers, raceways, and/or shafts for Tenant's use, which availability shall be determined by Landlord in Landlord's reasonable discretion, and (ii) Tenant's requirements are consistent with the requirements of a typical general office user. Tenant may only use Landlord's riser management vendor or City vendor approved by Landlord for the Building to provide services

to Tenant through the use of the Building risers, raceways, and shafts. Landlord shall have the right to dictate the routing of all cabling and conduit in the Property.

(b) Additional Services. Except as expressly set forth herein, Tenant shall have no right to any services in excess of those provided herein; however:

(i) Landlord shall have the right to measure Tenant's electrical usage by commonly accepted methods, including the installation of measuring devices such as submeters and check meters. If it is determined that Tenant is using electricity in such quantities or during such periods as to cause the total cost of Tenant's electrical usage, on a monthly, per rentable square foot basis, to exceed that which Landlord reasonably deems to be standard for the Building, Tenant shall pay Landlord as additional Rent the estimated cost of such excess electrical usage and, if applicable, for the cost of purchasing, installing and maintaining the measuring device(s); and

(ii) If Tenant installs or operates a data room or supplemental HVAC units or other forms of high-consumption equipment or areas, Landlord will have the right to install, at Tenant's sole cost and expense, a separate electrical meter to measure Tenant's electrical consumption in such areas or from such equipment and to require that Tenant pay Landlord directly for the electricity consumed in such areas or by such equipment, on a monthly basis, within ten (10) days after the delivery of an invoice from Landlord.

(c) Interruptions. Landlord shall use reasonable efforts to furnish uninterrupted services as required above. In the event that any interruption or discontinuance of services provided pursuant to Section 15(a) above was within the reasonable control of Landlord to prevent (and was not caused in any way by the act or omission of Tenant or Tenant's employees, invitees or contractors), (ii) continues beyond three (3) Business Days after the date of delivery of written notice from Tenant to Landlord, (iii) materially and adversely affects Tenant's ability to conduct business in the Premises, or any material portion thereof, and (iv) on account of such interruption or disturbance Tenant ceases doing business in the Premises or any material portion thereof, Base Rent shall abate proportionately, beginning on the fourth (4th) Business Day after delivery of said notice and continuing for so long as Tenant remains unable to (and in fact does not) conduct its business in the Premises or such portion thereof. To the extent within Landlord's reasonable control, Landlord agrees to use commercially reasonable efforts to restore such interrupted or discontinued service as soon as reasonably practicable.

16. Telephone and Data Equipment. Landlord shall have no responsibility for providing to Tenant any telephone or data equipment, including wiring, other than what existed within the Premises as of the Commencement Date, within the Premises or for providing telephone or data service or connections from the utility to the Premises, except as required by law. Tenant shall not alter, modify, add to or disturb any telephone or data wiring in the Premises or elsewhere in the Building without the Landlord's prior written consent, which consent, as to telephone or data wiring in the Premises, shall not be unreasonably withheld, conditioned or delayed. Tenant shall be liable to Landlord for any actual damage to the telephone or data wiring in the Building due to the act, negligent or otherwise, of Tenant or any employee, contractor or other agent of Tenant. Tenant shall have access to the telephone or data closets within the Building where Tenant equipment or cabling is located which serve the Premises. Tenant shall promptly notify Landlord

in writing of any actual or suspected failure of telephone or data service to the Premises, and if such failures are caused by Landlord or any other tenants of the Building and such failure cannot be reasonably remedied by any service provider, Landlord will use commercially reasonable efforts to initiate a reasonable remedy of such failure within two (2) Business Days following receipt of the applicable written notice from Tenant. Unless performed and paid for by the Tenant or Tenant's approved vendor, all costs incurred by Landlord for the installation, maintenance, repair and replacement of telephone or data wiring within the Building shall be an Operating Expense unless and to the extent Landlord is separately reimbursed for such costs by any tenants of the Building. All electronic, fiber, phone and data cabling and related equipment, with exception to active network equipment, that is installed by or for the exclusive benefit of Tenant is referred to herein as "**Cable**". Tenant may only use Landlord's riser management vendor or City vendor approved by Landlord with respect to oversight, installation, repair, connection to, and removal of vertical Cable. All Cable shall be clearly marked with adhesive plastic labels (or plastic tags attached to such Cable with wire) to show Tenant's name, suite number, and the purpose of such Cable (i) every 6 feet outside the Premises (specifically including, but not limited to, the electrical room risers and any Common Areas), and (ii) at the termination point(s) of such Cable. Landlord shall make available to Tenant sufficient conduit capacity in Building risers and areas between floors to accommodate Tenant's telephone and data Cable and related equipment, but only to the extent Tenant's requirements do not materially exceed those of a typical office user tenant of premises of similar size in comparable office towers in the Fresno downtown area.

17. **Signs.**

(a) **Generally.** Tenant shall not paint or place any signs, placards, or other advertisements of any character upon the windows of the Premises (except with the prior written consent of Landlord, which consent may be withheld by Landlord in its absolute discretion), and Tenant shall place no signs upon the outside walls, Common Areas or the roof of the Building.

(b) **Building-Standard Signage.** Tenant, at Tenant's sole cost and expense, may provide Building-standard signage in the Building's ground floor lobby as well as Building-standard signage in the elevator lobby on the floors on which the Premises are located, subject to Landlord's prior written approval, not to be unreasonably withheld. Any subsequent changes to, or revisions or replacements of such signage, shall be at Tenant's sole cost and expense.

18. **Force Majeure.** In the event of a strike, lockout, labor trouble, civil commotion, an act of God, public restrictions due to global epidemics or pandemics such as COVID-19, or any other event beyond a party's control (a "**Force Majeure Event**") which results in such party being unable to timely perform its obligations hereunder (other than the inability to pay any amount due hereunder), and so long as such party diligently proceeds to perform such obligations after the end of such Force Majeure Event, such party shall not be in breach hereunder.

19. **Repairs and Maintenance By Landlord.** Except for damage caused by casualty and condemnation (which shall be governed by Section 22 and 23 below), and subject to normal wear and tear, Landlord shall maintain in good repair (i) the structural elements of the Building, including the exterior walls and foundation, (ii) the Common Areas, (iii) the mechanical, electrical, plumbing and HVAC systems which serve the Building in general, as opposed to any mechanical, electrical, plumbing and HVAC systems within the Premises that have been installed by Tenant to

serve solely the Premises (and further excluding any systems installed by or on behalf of Tenant in the Premises) (the "**Building Systems**"), (iv) the Major Vertical Penetrations, (v) elevators, and (vi) all other portions of the Base Building, provided such repairs are not caused by Tenant, Tenant's invitees or anyone in the employ or control of Tenant. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932, and Sections 1941 and 1942 of the California Civil Code, or any similar or successor Laws now or hereafter in effect.

20. **Repairs By Tenant.** Except as described in Section 19 above, Tenant shall, at its sole cost and expense, maintain the Premises in good repair and in a neat and clean, first-class condition, subject to normal wear and tear, including making all necessary repairs and replacements. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor coverings; (b) interior partitions; (c) doors; (d) the interior side of demising walls (which, for clarity, are not structural elements of the Building subject to Landlord repair obligations under Section 19); (e) Alterations (described in Section 21); (f) supplemental air conditioning units, kitchens (including hot water heaters), plumbing fixtures (that exclusively serves the Premises), and all other facilities exclusively serving the Premises, whether such items are installed by or on behalf of Tenant or are currently existing in the Premises and (g) Cable. If Landlord takes on any of the repairs described in this paragraph, they shall be passed through to Tenant as Operating Expenses. Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Building or Property caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, and (ii) the moving of any property into or out of the Premises; at Landlord's option, Landlord will perform such work and Tenant will pay Landlord the cost thereof plus a commercially reasonable administrative fee not to exceed five percent (5%) of the cost of the work. If Tenant fails to make such repairs or replacements within fifteen (15) days after written notice from Landlord, Landlord may, at its option, upon prior reasonable notice to Tenant (except in an emergency) make the required repairs and replacements and the costs of such repair or replacements (including Landlord's administrative charge, not to exceed five percent (5%) of the cost of the work in question) shall be charged to Tenant as additional Rent and shall become due and payable by Tenant with the monthly installment of Base Rent next due hereunder.

21. **Alterations and Improvements/Liens.**

(a) **Generally.** Except for minor, decorative alterations performed below the ceiling of the Premises which do not affect the Building's structure or systems, will not create excessive noise or result in the dispersal of odors or debris (including dust or airborne particulate matter), are not visible from outside the Premises, do not require the procurement of a building permit and do not cost in excess of \$10,000.00 in the aggregate during any calendar year (collectively, the "**Cosmetic Alterations**"), which shall not require Landlord's prior written consent but are otherwise subject to all of the terms of this Section 12(a), Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises ("**Alterations**") without first obtaining in writing Landlord's written consent for such alterations or additions, which consent will not be unreasonably withheld; provided, however, that such consent may be granted or withheld in Landlord's sole discretion if the Alterations will affect the Building's structure or systems, or will be visible from outside the Premises. Prior to starting work for any Alterations, Tenant shall furnish Landlord with plans and specifications (which shall be in

CAD format if requested by Landlord) ; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Base Building and vertical Cable and may also require that Tenant use only union labor for any work in the Building); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord, any successor to Landlord, Landlord's property manager, and their respective members, beneficiaries, partners, officers, directors, employees and agents, and such other person or entities, as Landlord may reasonably request as additional insureds (any contract between Tenant and Tenant's contractors must expressly require that Landlord and such other parties be so designated as additional insureds and Landlord must be provided with a copy of the relevant endorsement); and any security for payment and performance in amounts reasonably required by Landlord. Tenant shall reimburse Landlord for any reasonable sums paid by Landlord for third party examination of Tenant's plans for Alterations. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alterations equal to 3 % of the cost of the Alterations. Upon completion of any Alterations, Tenant shall furnish Landlord with at least three (3) sets of "as-built" plans for Alterations, completion affidavits and full and final, unconditional waivers of lien and will cause a Notice of Completion to be recorded in the Office of the Recorder of the County in which the Building is located in accordance with Section 8182 of the California Civil Code or any successor statute and will timely provide all notices required under Section 8190 of the California Civil Code or any successor statute or any successor statute. All Alterations that are affixed to the Premises shall at once become the property of Landlord; provided, however, that Landlord, at its option, may by written notice to Tenant, require Tenant to remove any Alterations, prior to the expiration or sooner termination of this Lease. Tenant acknowledges that some Cable remains in the Premises as of the Effective Date (the "**Existing Cable**"). If Tenant desires to reuse the Existing Cable, the option to retain the Existing Cable applies only to the entirety, and not to any portions of, the Existing Cable. If Tenant desires to keep only a portion of the Existing Cable, Landlord will have no obligation to remove those portions Tenant does not desire to retain. Landlord has no obligation to provide any new or upgraded Cable to the Premises. Landlord makes no representations or warranties as to the condition of any the Existing Cable or as to its fitness for Tenant's desired use. If Tenant expressly requests in writing at the time that Tenant submits its request for Landlord's consent to any Alteration, Landlord will notify Tenant as to whether Landlord will require removal of such Alteration concurrently with the delivery of Landlord's consent. All costs of any Alterations (including, without limitation, the removal thereof) shall be borne by Tenant. If Tenant fails to promptly complete the removal of any Alterations and/or to repair any damage caused by the removal, Landlord may do so and may charge the actual cost thereof to Tenant. All Alterations shall be made in a good, first-class, workmanlike manner and in a manner that does not disturb other tenants (i.e., any unreasonably loud work must be performed during non-business hours) in accordance with Landlord's then-current guidelines for construction, and Tenant shall maintain appropriate liability and builder's risk insurance throughout the construction. Tenant will indemnify, defend, protect and hold Landlord harmless from and against any and all claims for injury to or death of persons or damage or destruction of property arising out of or relating to the performance of any Alterations by or on behalf of Tenant, except to the extent caused by Landlord's active negligence or willful misconduct. Under no circumstances shall Landlord be required to pay, during the Term (as the same may be extended or renewed), any ad valorem or

Property tax on such Alterations, Tenant hereby covenanting to pay all such taxes when they become due.

(b) Liens. Nothing contained in this Lease shall authorize or empower Tenant to do any act which shall in any way encumber Landlord's title to the Building, Property, or Premises, nor in any way subject Landlord's title to any claims by way of lien or encumbrance, whether claimed by operation of law or by virtue of any expressed or implied contract of Tenant, and any claim to a lien upon the Building, Property or Premises arising from any act or omission of Tenant shall attach only against Tenant's interest and shall in all respects be subordinate to Landlord's title to the Building, Property, and Premises. If Tenant has not removed any such lien or encumbrance or (provided that Tenant is in good faith contesting such lien or encumbrance) delivered to Landlord a title indemnity, bond or other security reasonably satisfactory to Landlord, within ten (10) Business Days after written notice to Tenant by Landlord, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity thereof, and the amount so paid shall be deemed additional Rent reserved under this Lease due and payable forthwith.

22. Destruction or Damage.

(a) Completion Estimate. If, as a result of fire or other casualty (each, a "Casualty"), all or any portion of the Premises becomes untenable or inaccessible, Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord with a written estimate of the amount of time required, using standard working methods, to substantially complete the repair and restoration of the Premises and any Common Areas necessary to provide access to the Premises ("Completion Estimate"). Landlord shall promptly forward a copy of the Completion Estimate to Tenant. If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenable within two hundred seventy (270) days from the date the repair is started (when such repair is made without the payment of overtime or other premiums), then Landlord shall have the right to terminate this Lease upon written notice delivered to Tenant within thirty (30) days following delivery of the Completion Estimate. In addition, Landlord, by notice delivered to Tenant within ninety (90) days after the date of the Casualty, shall have the right to terminate this Lease if the Building or Property shall be damaged by Casualty, whether or not the Premises are affected, and one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within two hundred seventy (270) days from the date the repairs are started (when such repairs are made without the payment of overtime or other premiums); (ii) any Holder (defined below) requires that the insurance proceeds or any portion thereof be applied to the payment of the mortgage debt; (iii) the damage is not fully covered by Landlord's insurance policies; (iv) Landlord decides to rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; or (v) the damage occurs during the last twenty-four (24) months of the Term.

(b) Landlord's Repair; Abatement. If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Base Building and Common Areas to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord.

Landlord shall have no obligation to restore the Tenant Improvements or any Alterations, which restoration obligation shall be the responsibility of Tenant. If Landlord elects to restore the Tenant Improvements and/or Alterations, upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's insurance with respect to the Tenant Improvements and/or any Alterations; provided, however, if the estimated cost to repair the Tenant Improvements and/or any Alterations exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within fifteen (15) days after demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs to the Tenant Improvements and/or any Alterations. In no event shall Landlord be required to spend more for any such restoration than the proceeds received by Landlord, whether insurance proceeds or proceeds from Tenant. Landlord shall not be liable for any inconvenience to Tenant or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in default, during any period of time that all or a material portion of the Premises is rendered untenantable as a result of a Casualty, Base Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant.

(c) Tenant's Termination Rights. If a Casualty that materially interferes with Tenant's use of the Premises, as determined in Tenant's reasonable good faith judgment, occurs during the final twelve (12) months of the Term, inclusive of any properly exercised renewal option pursuant to the terms of **Exhibit E**, Tenant shall have the right to terminate this Lease upon delivery of written notice to Landlord within forty-five (45) days after the date of the Casualty. In addition, if Landlord does not substantially complete the repair and restoration of the Building within sixty (60) days after the expiration of the estimated time period set forth in the Completion Estimate, which period shall be extended to the extent of any Reconstruction Delays (defined below), then Tenant may terminate this Lease by written notice to Landlord delivered within fifteen (15) days after the expiration of such period, as the same may be extended. As used herein, "**Reconstruction Delays**" shall mean: (i) any delays caused by the insurance adjustment process; (ii) any delays caused by Tenant; and (iii) any delays caused by Force Majeure Events.

(d) Statutory Waiver. The provisions of this Lease, including this Section 22, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, Building or Property, and any Laws, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any similar or successor Laws now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, Building or Property.

23. Eminent Domain. Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or conveyance in lieu thereof (a "**Taking**"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property that would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within forty-five (45) days after it first receives notice of the Taking. The termination shall be effective as of the

effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Base Rent and Tenant's Share shall be appropriately adjusted to account for any reduction in the square footage of the Building or Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds is expressly waived by Tenant, provided, however, Tenant may file a separate claim for Tenant's personal property, fixtures and Tenant's reasonable relocation expenses, or damages caused by the interruption of Tenant's business in the Premises, provided the filing of such claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

24. **Damage or Theft of Personal Property.** All personal property brought into the Premises shall be at the risk of Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-tenants, other occupants of the Building, or any other person, except, with respect to damage to the Premises, as may be occasioned by the negligence or willful misconduct of Landlord, its employees and agents.

25. **Insurance; Waivers.**

(a) **Tenant's Insurance.** Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) Commercial General Liability ("CGL") Insurance written on an occurrence basis, covering the Premises and all operations of Tenant in or about the Premises against claims for bodily injury, death, property damage and products liability and to include contractual liability coverage insuring Tenant's indemnification obligations under this Lease, to be in combined single limits of not less than \$2,000,000 each occurrence for bodily injury, death and property damage, \$2,000,000 for products/completed operations aggregate, \$2,000,000 for personal injury, and to have general aggregate limits of not less than \$2,000,000 (per location) and Umbrella Liability Insurance in an amount not less than \$5,000,000 for each policy year. The general aggregate limits under the Commercial General Liability insurance policy or policies shall apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant)

(ii) Insurance covering trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, all Tenant Improvements and any Alterations in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risk" (i.e., "Special Cause of Loss"/"Special Form") fire and casualty insurance policy.

(iii) Workers' Compensation insurance in amounts required by law.

(iv) Employer's Liability coverage of at least \$1,000,000.00 per occurrence.

(v) Business Interruption Insurance equal to not less than \$1,000,000.00, which insurance shall be issued on an "all risk" basis (or its equivalent) and adequate to cover any damage, loss or expense occasioned by the interruption of telephone or data service.

(vi) Commercial Automobile Liability insurance for any owned, non-owned, and/or hired vehicles including coverage for third party bodily injury and property damage with a combined single limit of not less than \$1,000,000.00 per occurrence.

(vii) In lieu of third-party insurance, Tenant shall have the right to self-insure all of the insurance Tenant is required to carry pursuant to this Section 25, and consistent with California Government Code 990. For the avoidance of doubt, the term "self-insure" shall mean Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions of this Lease and Tenant shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this Lease. If an event or claim occurs for which a defense and/or coverage would have been available from the insurance company issuing insurance for which Tenant is required to maintain pursuant to this Section 25 and Tenant has self-insured with respect to such required insurance, Tenant shall, to the extent required under this Lease, (i) undertake the defense of any such claim, including a defense of Landlord at Tenant's sole cost and expense; and (ii) use its own funds to pay any claim or replace any property or otherwise provide the funding that would have been available from insurance proceeds but for such election by Tenant to self-insure. Notwithstanding the foregoing, the right to self-insure described in this Section shall only apply so long as Tenant is the original Tenant and not an assignee or sublessee or, subject to obtaining Landlord's reasonable approval, Tenant is a Transferee under a Permitted Transfer and maintains a self-insurance program similar to the self-insurance program of the original Tenant with similar regulatory recovery treatment.

(viii) Prior to the Effective Date, Tenant shall provide evidence of self-insurance consistent with this Section 25.

(b) Requirements for Tenant's Policies.

(i) shall designate Landlord, any successor to Landlord, Landlord's property manager, and their respective members, beneficiaries, partners, officers, directors, employees and agents, and any other party reasonably designated by Landlord) as an additional insured, except with respect to the insurance described in Sections 25(a)(iii) and 25(a)(iv) above;

(ii) shall be delivered in its entirety (or, in lieu thereof, a certificate in form and substance satisfactory to Landlord; in connection therewith, a copy of the endorsement designating the appropriate parties as additional insureds, as required by Section 25(b)(i) above, must be attached to any such certificate) to Landlord prior to any entry by Tenant or Tenant's employees or contractors onto the Premises and thereafter within five (5) days after the inception

(or renewal) of each new policy, and as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;

(iii) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

(iv) The General Liability, Automobile Liability, and Worker's Compensation policies shall contain a Waiver of Subrogation in favor of Landlord.

(c) Additional Insurance Obligations. Tenant shall carry and maintain during the entire Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Section 25 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested from time to time by Landlord, so long as such increased amounts of insurance or types of coverage are commensurate with those required by commercial landlords of office buildings comparable to the Property in the Fresno financial district.

(d) Landlord's Insurance. During the Term, Landlord shall keep in effect (i) commercial property insurance on the Base Building (but not on the Tenant Improvements, any Alterations, or any of Tenant's personal property), and (ii) a policy or policies of commercial general liability insurance insuring against liability arising out of the risks of death, bodily injury, property damage and personal injury liability with respect to the Building and Property and (iii) such other types of insurance coverage, if any, as Landlord, in Landlord's commercially reasonable discretion, may elect to carry, provided that the amounts and types of insurance carried by Landlord shall be commensurate with those carried by commercial landlords of Class B office buildings comparable to the Property in the Fresno financial district.

26. Indemnities.

(a) Tenant's Indemnity. Except to the extent caused by the gross negligence or willful misconduct of Landlord, Tenant will indemnify, defend, protect and hold harmless Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Holders (defined in Section 38(a)) and agents ("**Indemnitees**") from and against any and all loss, cost, damage or liability arising in any manner (i) caused anywhere in the Building or on the Property due to the negligence or willful misconduct of Tenant, its agents, contractors or employees or (ii) due to any occurrence in the Premises (or arising out of actions taking place in the Premises) unless such damage is caused by the negligence or willful misconduct of Landlord, its agents, or employees, or (iii) arising out of Tenant's breach or default under the terms of this Lease.

(b) Landlord's Indemnity. Except to the extent caused by the gross negligence or willful misconduct of Tenant or Tenant's employees, contractors, invitees, subtenants or assignees, Landlord will indemnify, defend, protect and hold Tenant harmless from and against all loss, cost, damage or liability caused by the negligence or willful misconduct of Landlord, its agents or employees which occur on the Property or Common Areas. The indemnities set forth hereinabove shall include the application to pay reasonable expenses incurred by the indemnified party, including, without limitation, reasonable, actually incurred attorney's fees. Notwithstanding

any other provision of this Lease to the contrary, in no event shall Landlord be liable to Tenant for any lost profits, damage to business, or any form of special, indirect or consequential damage on account of any breach of this Lease or otherwise.

27. **Intentionally Omitted.**

28. **Estoppel.** Tenant shall, from time to time, upon not less than ten (10) Business Days' prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent has been paid, that Tenant is not in default hereunder and whether Tenant has any offsets or defenses against Landlord under this Lease, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser of Landlord's interest or by a mortgagee of Landlord's interest or assignee of any security deed upon Landlord's interest in the Premises. If Tenant fails to timely deliver an executed estoppel certificate to Landlord, the estoppel prepared by Landlord will be deemed true and correct and binding upon Tenant and at Landlord's option, if such failure continues for three (3) Business Days following notice from Landlord, such failure will constitute a default hereunder without the necessity of additional notice or the passage of additional grace periods.

29. **Notices.** Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth in the Basic Lease Provisions. Any such notice shall be deemed given on the earlier of two (2) Business Days after the date sent in accordance with one of the permitted methods described above or the date of actual receipt thereof unless receipt occurs on a weekend or holiday, in which case notice will be deemed given on the next-succeeding Business Day. The time period for responding to any such notice shall begin on the date the notice is actually received, but refusal to accept delivery or inability to accomplish delivery because the party can no longer be found at the then current notice address, shall be deemed receipt. Either party may change its notice address by notice to the other party in accordance with the terms of this Section 29, provided that such new address shall be in the United States of America and, with respect to Tenant, shall not be a post office box. In the event that the Basic Lease Provisions provide (or Tenant otherwise designates in writing in accordance with this Section 29) that more than one (1) person or address receive notices on Tenant's behalf hereunder, Landlord shall use commercially reasonable efforts to send such notices to all requested parties; however, it shall not be a condition to the effectiveness of any notice that more than one (1) person or address receive such notices.

30. **Default.** The occurrence of any of the following events shall constitute a "Default" on the part of Tenant without notice from Landlord unless otherwise provided:

(a) **Abandonment.** Abandonment of the Premises, "abandonment" being defined as Tenant's vacation of the Premises for a period of fourteen (14) or more consecutive days and failure to meet one (1) or more material lease obligations;

(b) Payment. Failure to pay any installment of Base Rent, Additional Rent or other monies due and payable hereunder upon the date when said payment is due, where such failure continues for a period of three (3) Business Days after receipt by Tenant of written notice from Landlord of such failure to pay when due (which notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar or successor statute);

(c) Performance. Default in the performance of any of Tenant's covenants, agreements or obligations hereunder (except default in the payment of Rent), where such default continues for thirty (30) days after written notice thereof from Landlord (which notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar successor statute); provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall promptly commence such cure within such thirty (30) day period and thereafter continuously and diligently prosecute such cure to completion within ninety (90) days after such default (such ninety (90) day period not to be extended for force majeure);

(d) Estoppel Certificate; Subordination Agreement. Tenant's failure to timely deliver a duly executed estoppel certificate, subordination agreement or any other document or statement within the time periods specified in Sections 28 or 38, where such failure continues for three (3) Business Days after notice from Landlord;

(e) Assignment. A general assignment by Tenant for the benefit of creditors;

(f) Bankruptcy. The filing of a voluntary petition by Tenant, or the filing of an involuntary petition by any of Tenant's creditors seeking the rehabilitation, liquidation or reorganization of Tenant under any law relating to bankruptcy, insolvency or other relief of debtors and not removed within ninety (90) days of filing;

(g) Receivership. The appointment of a receiver or other custodian to take possession of substantially all of Tenant's assets or of the Premises or any interest of Tenant therein;

(h) Insolvency or Dissolution. Tenant shall become insolvent or unable to pay its debts, or shall fail generally to pay its debts as they become due; or any court shall enter a decree or order directing the winding up or liquidation of Tenant or of substantially all of its assets; or Tenant shall take any action toward the dissolution or winding up of its affairs or the cessation or suspension of its use of the Premises; and

(i) Attachment. Attachment, execution or other judicial seizure of substantially all of Tenant's assets or the Premises or any interest of Tenant under this Lease.

31. Landlord's Remedies. Upon the occurrence of any Default under this Lease, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever:

(a) Termination. Terminate this Lease and Tenant's right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:

(i) The Worth at the Time of Award of the unpaid Rent which had been earned at the time of termination;

(ii) The Worth at the Time of Award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant affirmatively proves could have been reasonably avoided;

(iii) The Worth at the Time of Award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant affirmatively proves could be reasonably avoided;

(iv) Any other amount necessary to compensate Landlord for all the detriment either proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(v) All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

The "**Worth at the Time of Award**" of the amounts referred to in parts (i) and (ii) above, shall be computed by allowing a per annum interest rate at the lesser of (x) the Interest Rate, and (y) the maximum rate permitted by Law. The "**Worth at the Time of Award**" of the amount referred to in part (iii), above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%;

(b) Continue Lease. Employ the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); provided that notwithstanding Landlord's exercise of the remedy described in California Civil Code Section 1951.4 in respect of an event or events of default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant's right to possession of the Premises and recover an award of damages as provided above in Section 31(a).

(c) Acceptance Not Waiver. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof shall be effective unless such waiver is in writing and signed by Landlord.

(d) Jury Trial. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE. IF THE JURY WAIVER PROVISIONS OF THIS SECTION 31(d) ARE NOT ENFORCEABLE UNDER CALIFORNIA LAW, THEN THE FOLLOWING PROVISIONS SHALL APPLY. It is the desire and intention of the parties to agree upon a mechanism and procedure under which controversies and disputes arising out of this Lease or related to the Premises will be resolved in a prompt and expeditious manner. Accordingly, except with respect to actions for unlawful or forcible detainer or with respect to the prejudgment remedy of attachment, any action, proceeding or counterclaim brought by either party

hereto against the other (and/or against its officers, directors, employees, agents or subsidiaries or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises and/or any claim of injury or damage, whether sounding in contract, tort, or otherwise, shall be heard and resolved by a referee under the provisions of the California Code of Civil Procedure, Sections 638 — 645.1, inclusive (as same may be amended, or any successor statute(s) thereto) (the "**Referee Sections**"). Any fee to initiate the judicial reference proceedings and all fees charged and costs incurred by the referee shall be evenly split between the parties (and if a reporter is requested by either party, then a reporter shall be present at all proceedings where requested and the fees of such reporter shall also be split evenly between the parties); provided however, that allocation of the costs and fees, including any initiation fee, of such proceeding shall be ultimately determined in accordance with Section 37 below. The venue of the proceedings shall be in the county in which the Premises are located. Within ten (10) days of receipt by any party of a written request to resolve any dispute or controversy pursuant to this Section 31(d), the parties shall agree upon a single referee who shall try all issues, whether of fact or law, and report a finding and judgment on such issues as required by the Referee Sections. If the parties are unable to agree upon a referee within such ten (10) day period, then any party may thereafter file a lawsuit in the county in which the Premises are located for the purpose of appointment of a referee under the Referee Sections. If the referee is appointed by the court, the referee shall be a neutral and impartial retired judge with substantial experience in the relevant matters to be determined, from a mediation/arbitration entity mutually agreeable to the parties. The proposed referee may be challenged by any party for any of the grounds listed in the Referee Sections. The referee shall have the power to decide all issues of fact and law and report his or her decision on such issues, and to issue all recognized remedies available at Law or in equity for any cause of action that is before the referee, including an award of attorneys' fees and costs in accordance with this Lease. The referee shall not, however, have the power to award punitive damages, nor any other damages which are not permitted by the express provisions of this Lease, and the parties hereby waive any right to recover any such damages. The parties shall be entitled to conduct all discovery as provided in the California Code of Civil Procedure, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and enforce subpoenas, protective orders and other limitations on discovery available under California law. The reference proceeding shall be conducted in accordance with California law (including the rules of evidence), and in all regards, the referee shall follow California law applicable at the time of the reference proceeding. The parties shall promptly and diligently cooperate with one another and the referee and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with the terms of this Section 31(d). In this regard, the parties agree that the parties and the referee shall use best efforts to ensure that (a) discovery be conducted for a period no longer than six (6) months from the date the referee is appointed, excluding motions regarding discovery, and (b) a trial date be set within nine (9) months of the date the referee is appointed. In accordance with Section 644 of the California Code of Civil Procedure, the decision of the referee upon the whole issue must stand as the decision of the court, and upon the filing of the statement of decision with the clerk of the court, or with the judge if there is no clerk, judgment may be entered thereon in the same manner as if the action had been tried by the court. Any decision of the referee and/or judgment or other order entered thereon shall be appealable to the same extent and in the same manner that such decision, judgment, or order would be appealable if rendered by a judge of the superior court in which venue is proper hereunder. The referee shall in

his/her statement of decision set forth his/her findings of fact and conclusions of law. The parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. Nothing in this Section 31(d) shall prejudice the right of any party to obtain provisional relief or other equitable remedies from a court of competent jurisdiction as shall otherwise be available under the Code of Civil Procedure and/or applicable court rules.

(e) **Remedies Cumulative.** No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable Law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable Law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such Default.

(f) **Landlord's Right to Perform.** If Tenant is in Default of any of its non-monetary obligations under this Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to five percent (5%) of the cost of the work performed by Landlord.

(g) **Unenforceability.** This Section 31 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable Law, and the unenforceability of any portion of this Section 31 shall not thereby render unenforceable any other portion.

32. **Service of Notice.** Except as otherwise provided by law, Tenant hereby appoints as its agent to receive the service of all dispossession or distraint proceedings and notices thereunder, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person is then in charge of or occupying the Premises, then such service may be made in accordance with applicable Law.

33. **Advertising.** Landlord may advertise the Premises as being "For Rent" at any time following a default by Tenant which remains uncured and at any time within eighteen (18) full calendar months prior to the expiration, cancellation or termination of this Lease for any reason, and during any such periods Landlord may exhibit the Premises to prospective tenants upon prior reasonable notice to Tenant.

34. **Surrender of Premises.** Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord. The Premises will be delivered in broom clean condition and otherwise in the same condition as on the Commencement Date, ordinary wear and tear associated with the responsible use of first-class office space only excepted, and Tenant shall remove all of its personal property therefrom. Additionally, Tenant will remove (a) any Cable(s) as required pursuant to the terms of Article 21(a), and (b) if and to the extent required by Landlord pursuant to the provisions of Section 21, any Tenant Improvements and/or Alterations. To the extent provided for under applicable Laws, Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be reasonably necessary without being

guilty of forcible entry, detainer, trespass or other tort. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of the Term.

35. **Removal of Fixtures.** Tenant may, prior to the expiration or earlier termination of the Term, or any extension of the Term hereof, remove all personal property, fixtures and equipment which Tenant has placed in the Premises which can be removed without significant damage to the Premises, provided Tenant promptly repairs all damages to the Premises, Building or Property caused by such removal.

36. **Holding Over.** In the event Tenant remains in possession of the Premises after the expiration of the Term, with Landlord's written consent, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly Base Rent shall be at such rate as Landlord and Tenant may agree in writing. If Tenant holds over without Landlord's consent, Tenant shall be a tenant at will subject to all of the provisions hereof, except that the monthly Base Rent shall be 150% of the monthly Base Rent payable hereunder upon such expiration of the Term. In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, or any renewal term, without Landlord's written consent, Tenant shall be a tenant at sufferance and may be evicted by Landlord without any notice, but Tenant shall be obligated to pay Base Rent for such period that Tenant holds over without written consent at the same rate provided in the previous sentence and shall also be liable for any and all other damages Landlord suffers as a result of such holdover including, without limitation, the loss of a prospective tenant for such space. There shall be no renewal of this Lease by operation of law or otherwise. Nothing in this Section 36 shall be construed as a consent by Landlord for any holding over by Tenant after the expiration of the Term or to prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise.

37. **Attorney's Fees.** If either party commences litigation against the other for specific performance of this Lease, for damages for the breach hereof, or otherwise for enforcement of any remedy hereunder, the parties hereto agree and hereby do waive any right to trial by jury, and in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorney fees as may have been incurred, subject to order of the court.

38. **Mortgagee's Rights.**

(a) Except as to any Unauthorized Debt (defined below) this Lease shall be subject and subordinate (i) to any mortgage, deed of trust or other security interest now encumbering the Property and to all advances which may be hereafter made, to the full extent of all debts and charges secured thereby and to all renewals or extensions of any part thereof, and to any mortgage, deed of trust or other security interest which any owner of the Property may hereafter, at any time, elect to place on the Property; (ii) to any assignment of Landlord's interest in the leases and rents from the Building or Property which includes this Lease which now exists or which any owner of the Property may hereafter, at any time, elect to place on the Property; and (iii) to any Uniform Commercial Code Financing Statement covering the personal property rights of Landlord or any owner of the Property which now exists or any owner of the Property may hereafter, at any time, elect to place on the foregoing personal property (all of the foregoing instruments set forth in (i), (ii) and (iii) above being hereafter collectively referred to as "Security

Documents”). Tenant agrees upon request of the holder of any Security Documents (“**Holder**”) to hereafter execute any documents which Landlord or Holder may reasonably deem necessary to evidence the subordination of this Lease to the Security Documents. Within thirty (30) days after request therefor, if Tenant fails to execute any such requested documents, Landlord or Holder is hereby empowered to execute such documents in the name of Tenant evidencing such subordination, as the act and deed of Tenant, and this authority is hereby declared to be coupled with an interest and not revocable. For the purposes of this Section 38, Unauthorized Debt refers collectively to (A) that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing made as of January 13, 2022 by 747 R Street, LLC for the benefit of StarTop Investments LLC, a Wyoming limited liability company (“**StarTop**”) securing a note in the original principal amount of \$10,000,000 (Ten Million Dollars) and recorded on February 2, 2023 in Official Records under Recorder’s Serial Number 2023-0009828, and (B) that certain Deed of Trust, Security Agreement, Assignment of Lease, Rents, and Fixture Filing made as of August 22, 2022 by 747 R Street, LLC for the benefit of 2112, LLC (“**2112**”) securing a note in the original principal amount of \$1,000,000 (One Million Dollars) and recorded on May 30, 2023 in Official Records under Recorder’s Serial Number 2023-0049885. Furthermore, the Unauthorized Debt is excluded from the definition of Security Documents as referenced in this Section 38 and elsewhere in the Lease. Landlord and StarTop are currently in litigation concerning the validity of the Unauthorized Debt of StarTop, among other causes of action, and anticipate commencing litigation to contest the validity of the Unauthorized Debt to 2112 (“**Pending Litigation**”).

(b) If the Holder of any Security Document or the Purchaser upon the foreclosure of any of the Security Documents shall succeed to the interest of Landlord under this Lease, such Holder or Purchaser shall have the same remedies, by entry, action or otherwise for the non-performance of any agreement contained in this Lease, for the recovery of Rent or for any other default or event of default hereunder that Landlord had or would have had if any such Holder or Purchaser had not succeeded to the interest of Landlord. Any such Holder or Purchaser which succeeds to the interest of Landlord hereunder, shall not be (a) liable for any act or omission of any prior Landlord (including Landlord); or (b) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Landlord).

(c) Notwithstanding anything to the contrary set forth in this Section 38, the Holder of any Security Documents shall have the right, at any time, to elect to make this Lease superior and prior to its Security Document. No documentation, other than written notice to Tenant, shall be required to evidence that this Lease has been made superior and prior to such Security Documents, but Tenant hereby agrees to execute any documents reasonably requested by Landlord or Holder to acknowledge that the Lease has been made superior and prior to the Security Documents.

(d) Notwithstanding anything to the contrary set forth in this Section 38, Landlord will use commercially reasonable efforts to obtain and deliver a non-disturbance, subordination and attornment agreement from the current Holder and any future Holder on such Holder’s then current standard form of agreement. “**Reasonable efforts**” of Landlord shall not require Landlord to incur any cost, expense or liability to obtain such agreement. Upon Landlord’s request, Tenant shall execute the Holder’s form of non-disturbance, subordination and attornment agreement and return the same to Landlord for execution by the Holder. Landlord’s failure to

obtain a non-disturbance, subordination and attornment agreement for Tenant shall have no effect on the rights, obligations and liabilities of Landlord or Tenant hereunder, nor be considered a default by Landlord hereunder.

39. **Entering Premises.** Landlord may enter the Premises at reasonable hours provided that Landlord will use reasonable efforts not to unreasonably interrupt Tenant's business operations and that not less than twenty-four (24) hours' prior notice (which notice may be telephonic or via email) is given when reasonably possible (and, if in the opinion of Landlord any emergency exists, at any time and without notice): (a) to make repairs, perform maintenance and provide other services (no prior notice is required to provide routine services) which Landlord is obligated to make to the Premises or the Building pursuant to the terms of this Lease or to the other premises within the Building pursuant to the leases of other tenants; (b) to inspect the Premises in order to confirm that Tenant is complying with all of the terms and conditions of this Lease and with the rules and regulations hereof; (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; (d) to run pipes, conduits, ducts, wiring, cabling or any other mechanical, electrical, plumbing or HVAC equipment through the areas behind the walls, below the floors or above the drop ceilings in the Premises and elsewhere in the Building; (e) to show the Premises to prospective purchasers, lenders or tenants (provided that tours with prospective tenants shall occur only during the final eighteen (18) months of the Term or Renewal Term, as applicable, or at any time after a Default by Tenant, and Landlord will give as much prior notice (which notice may be telephonic or via email) as is reasonably possible prior to any such tour) and (f) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all material into and upon the Premises that may be required to make any repairs, improvements and additions, or any alterations, without in any way being deemed or held guilty of trespass and without constituting a constructive eviction of Tenant. The Rent reserved herein shall not abate while such repairs, alterations or additions are being made and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant or otherwise because of the prosecution of any such work. Unless any work would unreasonably interfere with Tenant's use of the Premises if performed during business hours, all such repairs, decorations, additions and improvements shall be done during ordinary business hours, or, if any such work is at the request of Tenant to be done during any other hours, Tenant shall pay all overtime and other extra costs.

40. **Intentionally Omitted.**

41. **Assignment and Subletting.**

(a) **Generally.** Tenant may not, without the prior written consent of Landlord, which consent shall be withheld or granted in accordance with the terms set forth in this Section 41, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. In the event that Tenant is a corporation or entity other than an individual, any transfer of a majority or controlling interest in Tenant (whether by stock transfer, merger, operation of law or otherwise) shall be considered an assignment for purposes of this paragraph and shall require Landlord's prior written consent. Consent to one assignment or sublease shall not nullify or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving

Tenant's liability hereunder and, in the event of any default by Tenant under this Lease, or a rejection of this Lease or the relevant sublease under Section 365 of the Bankruptcy Code by Tenant, Landlord may, at its option, but without any obligation to do so, elect to treat such sublease or assignment as a direct Lease with Landlord and collect rent directly from the subtenant.

(b) Transfer Notice. If Tenant desires to assign or sublease ("**Transfer**"), Tenant shall provide written notice to Landlord describing the proposed transaction in detail ("**Transfer Notice**") and shall provide all documentation (including detailed financial information for the proposed assignee or subtenant (a "**Transferee**") reasonably necessary to permit Landlord to evaluate the proposed transaction, including without limitation the following:

(i) the proposed effective date of the Transfer, which shall not be less than forty-five (45) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

(ii) a description of the portion of the Premises to be transferred (the "**Subject Space**");

(iii) all of the terms of the proposed Transfer and the consideration therefor, including a calculation of the "Transfer Premium," as that term is defined in Section 41(e) below, in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer; and,

(iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and any other information required by Landlord, which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Any Transfer made without Landlord's prior written consent or not in compliance with this Section 41 shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute an incurable default by Tenant under this Lease.

(c) Landlord's Options. Upon any request by Tenant for Landlord's consent to a Transfer, Landlord may elect to terminate this Lease and recapture all of the Premises (in the event of an assignment request) or the Subject Space (in the event of (x) any subleasing request pursuant to which the Subject Space, in the aggregate with space previously subleased by Tenant, exceeds twenty percent (20%) or more of the rentable area of the Premises, or (y) any sublease that expires within the last twelve (12) months of the then-applicable Term). Landlord shall notify Tenant within thirty (30) days after Landlord's receipt of the subject Transfer Notice and all other documentation and information required to be provided pursuant to Section 41(b) above, whether Landlord elects to exercise Landlord's recapture right and, if not, whether Landlord consents to the requested Transfer; in such event, Landlord's consent to a Transfer will not be unreasonably withheld. The parties hereby agree that it shall be reasonable under this Lease and under any applicable Law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

(i) The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building;

(ii) The Transferee intends to use the Subject Space for purposes which are not permitted hereunder;

(iii) The Transferee is either a governmental agency or instrumentality thereof;

(iv) The Transfer will result in any portion of the Premises being occupied at a density greater than the Standard Density;

(v) The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under this Lease on the date consent is requested;

(vi) The proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Building a right to cancel or seek monetary or injunctive relieve under its lease;

(vii) The terms of the proposed Transfer will allow the Transferee to exercise any right of renewal, right of expansion, right of first offer, or any other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right);

(viii) Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (1) occupies space in the Building at the time of the request for consent, (2) is negotiating with Landlord to lease space in the Building at such time, or (3) has negotiated with Landlord during the twelve (12) month period immediately preceding the Transfer Notice.

(d) Landlord's Consent. Concurrently with Tenant's delivery of each Transfer Notice, Tenant shall pay Landlord a review fee of \$1,500.00 for Landlord's review of any requested Transfer, regardless of whether consent is granted; thereafter, Tenant shall pay all reasonable costs incurred by Landlord in preparing the documents for any requested Transfer, including but not limited to Landlord's attorneys' fees. If Tenant and Tenant's Transferee execute Landlord's standard form of consent without requesting any changes to this Lease or any material changes to the consent, the aggregate amount payable pursuant to the immediately preceding sentence shall be \$1,500.00. However, if Tenant or Tenant's Transferee request material changes to Landlord's standard form of consent or if there are material negotiations related thereto or related to this Lease, and if Landlord's reasonable costs and expenses (including reasonably attorneys' fees) exceed \$1,500.00, Tenant shall reimburse Landlord for such reasonable costs and expenses incurred in connection with its review of the requested Transfer in lieu of a fixed review fee. If Landlord consents to any Transfer pursuant to the terms of this Section 41, Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six (6) month period, enter into such Transfer of the Subject Space, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i)

such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 41, or (ii) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Section 41.

(e) Transfer Premium. If Landlord consents to any Transfer request and the assignee or subtenant pays to Tenant an amount in excess of the Rent due under this Lease (after deducting Tenant's reasonable, actual expenses in obtaining such assignment or sublease, amortized without interest in equal monthly installments over the then remainder of the Term, in the case of an assignment, or the then remainder of the sublease term, in the case of a sublease, such expenses being limited to (i) any Alterations to the Subject Space made in order to achieve the Transfer, or contributions to the cost thereof (whether in the form of abated rent or improvement allowances) and (ii) any commercially reasonable brokerage commissions, reasonable attorneys' fees and reasonable advertising and marketing costs reasonably incurred by Tenant in connection with the Transfer) ("**Transfer Premium**"), Tenant shall pay 50% of such Transfer Premium to Landlord as and when the monthly payments are received by Tenant. "Transfer Premium" shall also include, but not be limited to, key money and bonus money paid by the Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixture, inventory, equipment or furniture transferred by Tenant to Transferee in connection with such Transfer.

(f) No Releases. No Transfer shall release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue to be fully liable hereunder. Each subtenant or assignee shall agree in a form reasonably satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease (but, with respect to a subtenant of less than all of the Premises only to the extent of the Subject Space), and Tenant shall deliver to Landlord promptly after execution, an executed copy of each such Transfer and an agreement of compliance by each such subtenant or assignee. Tenant agrees to pay to Landlord all reasonable out-of-pocket costs incurred by Landlord (including fees paid to consultants (as may be required) and attorneys) in connection with any request by Tenant for Landlord's consent to any Transfer.

(g) Conditions. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or any Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, (v) any assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease, and (vi) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of this Lease from liability under this Lease. Landlord or its authorized representatives shall have the right at all reasonable times and upon reasonable prior written notice to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof at Landlord's sole cost and expense (except as otherwise provided in the following sentence). If the

Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency and Landlord's costs of such audit.

(h) **Permitted Transfer.** Notwithstanding anything to the contrary contained in this Section 41, Tenant may assign this Lease or sublet the Premises without the need for Landlord's prior consent to (i) any parent, subsidiary or affiliate business entity which the initially named Tenant Controls, is Controlled by or is under common Control with (each, an "**Affiliate**"); or to (ii) a successor to Tenant by merger or consolidation; or (iii) a successor to Tenant by purchase of all or substantially all of Tenant's outstanding stock or assets, provided that: (A) at least thirty (30) days prior to such Transfer, Tenant delivers to Landlord the financial statements or other financial and background information of the Transferee or successor as required for other Transfers (unless prior disclosure is prohibited by applicable Law, in which case such disclosure will be provided as soon as legally permissible); (B) if the Transfer is an assignment, the assignee assumes, in full, the obligations of Tenant under this Lease (or if a sublease, the Transferee of a portion of the Premises or Term assumes, in full, the obligations of Tenant with respect thereto); (C) the Transferee or successor shall, as of the date immediately following the Transfer, have a tangible net worth (not including goodwill as an asset) computed in accordance with generally accepted accounting principles ("**Net Worth**") at least equal to the Net Worth of Tenant as of the Effective Date, or, if the Tenant entity does not survive the Transfer, a Net Worth at least equal to the greater of the Net Worth of Tenant as of the Effective Date or as of the day prior to the effective date of the Transfer; (D) unless the Tenant entity does not survive the Transfer, Tenant remains fully liable under this Lease; and (E) the use of the Premises set forth herein remains unchanged. As used in this section, "**Control**" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies through ownership of at least fifty-one percent (51%) of the securities or partnership or other ownership interests of the entity subject to Control. A transaction meeting the requirements of this Section 41(h) is referred to herein as a "**Permitted Transfer**". Landlord shall have no right to recapture or terminate this Lease in connection with, and no right to any Transfer Premiums (but shall be entitled to the fee set forth in Section 41(d) above) with respect to any Permitted Transfer.

(i) **Statutory Waiver.** Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Laws, now or hereafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed Transferee.

(j) **Prohibited Transaction.** Notwithstanding anything to the contrary contained in this Section 41, neither Tenant nor any other person having a right to possess, use, or occupy (for convenience, collectively referred to in this subsection as "**Use**") the Premises shall enter into any lease, sublease, license, concession or other agreement for Use of all or any portion of the Premises which provides for rental or other payment for such Use based, in whole or in part, on the net income or profits derived by any person that leases, possesses, uses, or occupies all or any portion of the Premises (other than an amount based on a fixed percentage or percentages of receipts or sales), and any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a transfer of any right or interest in the Use of all or any part of the Premises.

42. **Sale.** In the event the original Landlord hereunder, or any successor owner of the Building, shall sell or convey the Building, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

43. **Limitation of Liability.** Landlord's obligations and liability with respect to this Lease shall be limited solely to the interest of Landlord in the Property. Neither Landlord nor any partner of Landlord, or any officer, director, shareholder, or partner or member of any partner or member of Landlord, shall have any individual or personal liability whatsoever with respect to this Lease.

44. **Broker Disclosure.** The Landlord's Broker identified in the Basic Lease Provisions has acted as agent for Landlord in this transaction and is to be paid a commission by Landlord pursuant to a separate agreement. Landlord represents that Landlord has dealt with no other broker other than the broker(s) identified herein. Landlord agrees that, if any other broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend, protect and hold Tenant harmless from any such claim. Tenant represents that Tenant has dealt with no broker other than the broker(s) identified herein. Tenant agrees that, if any other broker makes a claim for a commission based upon the alleged actions of Tenant, Tenant shall indemnify, defend, protect and hold Landlord harmless from any such claim. The indemnity obligations set forth in this Section 44 shall survive the expiration or earlier termination of this Lease.

45. **Joint and Several.** If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

46. **Construction of this Agreement.** No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. No amendment of this Lease shall be valid unless the same is in writing and signed by the parties. Subject to the provisions of this Section 46, this Lease shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Lease shall be construed in accordance with and governed by the laws of the State of California. Nothing in this Lease creates a relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes Landlord a partner of Tenant or a joint venturer or member of a common enterprise with Tenant.

47. **Reserved.**

48. **Paragraph Titles; Severability.** The paragraph titles used herein are not to be considered a substantive part of this Lease, but merely descriptive aids to identify the paragraph to which they refer. Use of the masculine gender includes the feminine and neuter, and vice versa, where necessary to impart contextual continuity. If any paragraph or provision herein is held invalid by a court of competent jurisdiction, all other paragraphs or severable provisions of this Lease shall not be affected thereby, but shall remain in full force and effect.

49. **Cumulative Rights.** All rights, powers and privileges conferred hereunder upon Landlord hereto shall be cumulative but not restrictive to those given by law.

50. **Entire Agreement.** This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

51. **Submission of Agreement.** Submission of this Lease to Tenant for signature does not constitute an offer, a reservation of space or an option to lease or to acquire a right of entry. This Lease is not binding or effective until execution by and delivery to both Landlord and Tenant.

52. **Authority.** If Tenant or Landlord executes this Lease as a corporation, limited partnership, limited liability company or any other type of entity, each of the persons executing this Lease on behalf of Tenant or Landlord, as the case may be, does hereby personally represent and warrant that Tenant or Landlord, as the case may be, is a duly organized and validly existing corporation, limited partnership, limited liability company or other type of entity, that Tenant or Landlord, as the case may be, is qualified to do business in the state where the Building is located, that Tenant or Landlord, as the case may be, has full right, power and authority to enter into this Lease, subject only to the Pending Litigation, and that each person signing on behalf of Tenant or Landlord, as the case may be, is authorized to do so. Upon Landlord's or Tenant's written request, as the case may be, the requested party shall provide to the requesting party evidence reasonably satisfactory to the requesting party confirming the foregoing representations and warranties.

53. **Intentionally Omitted.**

54. **Intentionally Omitted.**

55. **OFAC and Anti-Money Laundering Compliance Certifications.** Tenant hereby represents, certifies and warrants to Landlord as follows: (i) Tenant is not named and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control ("OFAC"); (ii) Tenant is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) none of the proceeds used to pay rent have been or will be derived from a "specified unlawful activity" as defined in, and Tenant is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities. Furthermore, Tenant agrees to immediately notify Landlord if Tenant was, is, or in the future becomes, a "senior foreign political figure" or an immediate family member or close associate of a "senior foreign political figure," within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything in this Lease to the contrary, Tenant understands that this Lease is a continuing transaction and that the foregoing representations, certifications and warranties are ongoing and shall be and remain true and in force on the date hereof and throughout the Term of this Lease and that any breach thereof shall be a default under the Lease (not subject to any notice or cure rights) giving rise to any and all Landlord remedies

hereunder, and Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures and expenses (including without limitation costs and attorneys' fees) arising from or related to any breach of the foregoing representations, certifications and warranties.

56. **Energy Disclosure.** Tenant agrees to reasonably cooperate with Landlord's energy consumption disclosure requirements under California's Nonresidential Building Energy Use Disclosure Program and with the requirements under any other existing or future energy conservation or sustainability programs applicable to the Building, including without limitation those of the U.S. Green Building Council's LEED rating system, or which may be imposed on Landlord by law, at no more than a nominal cost to Tenant. Tenant shall promptly and in no event later than within thirty (30) Business Days after receipt of Landlord's written request therefor, provide any and all written consents to utility companies providing services to the Building required to authorize such utility companies to release energy usage data for the Premises to the EPA's ENERGY STAR® program Portfolio Manager website for use by the Landlord, or to such other sites or parties as required for the Landlord's compliance with the applicable program.

57. **Reserved.**

58. **Civil Code Section 1938.** Pursuant to California Civil Code § 1938, Landlord states that the Premises have not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, Landlord provides the following notification to Tenant:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises."

59. **Intentionally Omitted.**

60. **Counterparts; Telecopied or Electronic Signatures.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease. Landlord and Tenant intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on such telecopied or e-mailed signatures. Promptly

following request by either party, the other party shall provide the requesting party with original signatures on this Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

747 R STREET, LLC, a California limited liability company

By: NIC Wise RE LLC,
a Delaware limited liability company,
its sole member

By: NICbyte LLC,
a Texas limited liability company,
its manager,

By: Mary Jo Sandlin

Name: Mary Jo Sandlin

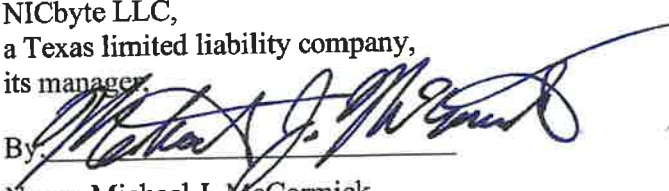
Title: President

LANDLORD:

747 R STREET, LLC, a California limited liability company

By: NIC Wise RE LLC,
a Delaware limited liability company,
its sole member

By: NICbyte LLC,
a Texas limited liability company,
its manager.

By: 

Name: Michael J. McCormick

Title: Vice President & Secretary

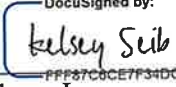
TENANT:

CITY OF FRESNO,
A California municipal corporation

By: _____
Name: Georgeanne A. White
Title: City Manager

Date: _____

APPROVED AS TO FORM
ANDREW JANZ
City Attorney

By:  _____
Name: Andrew Janz
Title: Deputy City Attorney

Date: 11/28/2023

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Name: Todd Stermer
Title: Deputy Clerk

Date: _____

EXHIBIT "A"
PREMISES

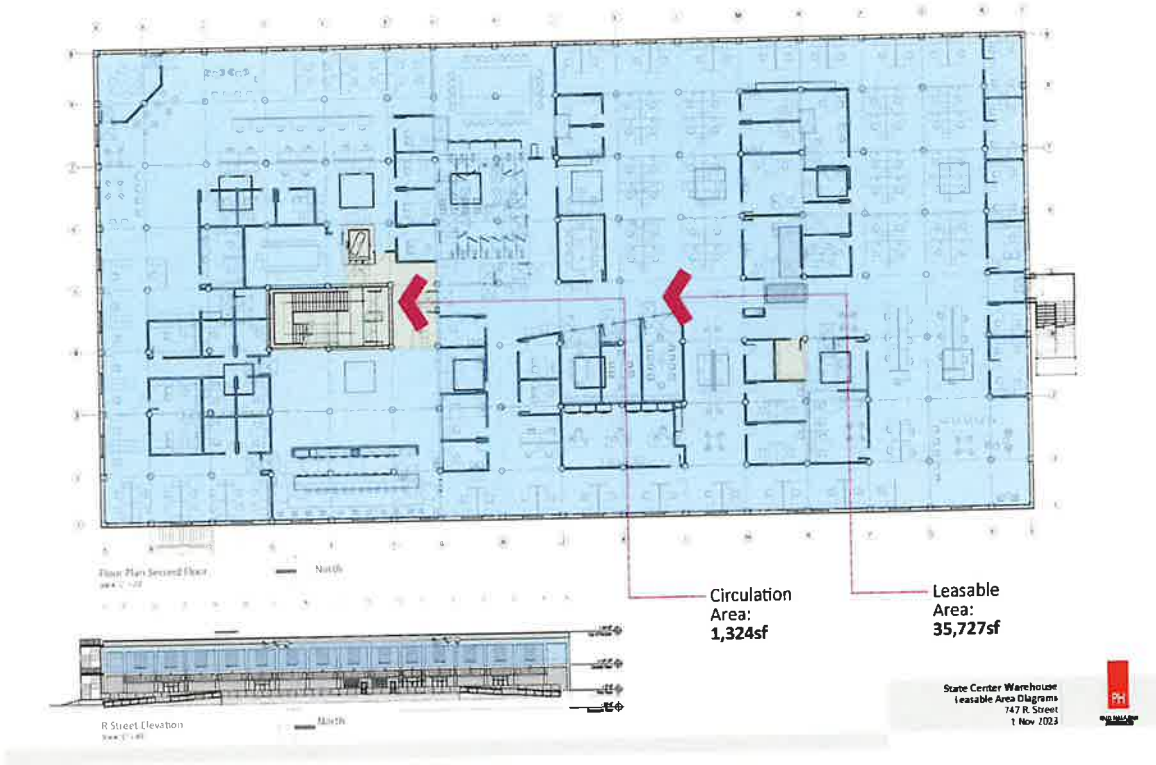


EXHIBIT "B"

WORK AGREEMENT

THIS WORK AGREEMENT ("**Work Agreement**") is attached to and made a part of that certain Lease (the "**Lease**") between 747 R Street, LLC ("**Landlord**") and _____ ("**Tenant**"), pursuant to which Tenant has agreed to lease space currently containing approximately 36,780 rentable square feet (the "**Premises**") described as the second floor of the building located at 747 R Street, Fresno, California (the "**Building**"). All capitalized terms used but not defined herein shall have the respective meanings given such terms in the Lease.

1. **Base Building as Constructed by Landlord.** Landlord shall Deliver the Premises to Tenant as set forth in Section 3 of the Lease, and Tenant shall accept the Premises and Base Building, as that term is defined in the Lease, in their presently existing, "as-is" condition, subject to Landlord's obligation to perform the Landlord Work as provided below.

2. **Landlord Work.** Landlord, at Landlord's sole cost and expense (except as may be expressly indicated otherwise in this Section), shall perform all work necessary (to the extent not already in place within the Premises as of the Effective Date), to deliver the Premises with all Building Systems in good working order, and shall paint, repair and reconfigure portions of the Premises as more fully provided in attachment B-1, incorporated here (collectively, the "**Landlord Work**"). Tenant shall be responsible for any alterations, additions or improvements required by law to be made to the Premises or the Building as a result of the Tenant Improvements (defined below), if any. The Landlord Work shall be performed simultaneously with the Tenant Improvements and Landlord and Tenant shall cooperate with one another to avoid conflicts and delays in the performance of the Landlord Work and the Tenant Improvements.

3. **Tenant Improvements.** Landlord shall repair the areas of the Premises damaged by the fire sprinklers, and install doors and wiring for the access control system as more fully depicted by the shaded areas in Attachment B-1, all at Landlord's cost, but not to exceed \$30,000. Notwithstanding the above, Landlord shall not be responsible for any wiring, rewiring, or cable work in the Premises.



EXHIBIT "C"

COMMENCEMENT LETTER

Date _____

Re: Lease dated as of _____, 2023, by and between _____
 ("Landlord"), and _____ as Tenant, for _____ rentable
 square feet on the _____ floor(s) of the Building located at 747 R Street, Fresno,
 California.

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is _____; and
2. The Expiration Date of the Lease is _____.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention.

Sincerely,

Agreed and Accepted:

Property Manager

Tenant: _____

By: _____

Name: _____

Title: _____

[EXHIBIT - - DO NOT SIGN]

EXHIBIT "D"

RULES AND REGULATIONS

BUILDING RULES AND REGULATIONS

STATE CENTER WAREHOUSE

747 R STREET, FRESNO, CA 93721

Tenants shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenants for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other Tenants or occupants of the Property.

1. Except as expressly provided herein, Tenants shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises. Tenants shall bear the cost of any lock changes or repairs required by Tenants. Any additional keys required by Tenants must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenants shall restore to Landlord all keys of offices, storages, and toilet rooms, either furnished to, or otherwise procured by Tenants, and in the event of the loss of keys so furnished, Tenants shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes. Notwithstanding anything to the contrary contained herein, Tenants shall be permitted to, at its sole cost and expense, install locks with keycard entry system on the doors of the Premises and will provide Landlord keys and/or keycards for entry to the doors with such new locking system. In addition, upon the termination of this Lease, Tenants shall remove all entry systems installed by Tenant upon written notice by Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises. Tenants may have entrance doors open if a magnetic hold-open system has been installed (which installation must be approved in writing by Landlord), which interfaces with the Building's Fire Life Safety system. Under no circumstances shall doors be propped open with any door stop device.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the Fresno, California area. Tenants, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any Tenants, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign a Building register. Landlord reserves the right to control access to the Property by all persons after reasonable hours of generally recognized business days and at all hours on Sundays and legal holidays. Tenants shall be responsible for all persons for whom Tenants requests passes and shall be liable to Landlord for all acts of such persons. The Landlord and his agents shall in no case be liable for damages for any error with

regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Property during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates and shall be done in a manner so as to minimize damage to building finishes. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenants. Tenants shall not use any machinery or other bulky articles in the Premises, even though its installation may have been permitted, which may cause any noise, or jar, or tremor to the floors or walks, or which by its weight might cause injury to the floor of the Property.

5. No furniture or oversized packages, supplies, equipment or merchandise ("**Furniture and Oversized Items**") will be received in the Building or carried up or down in the elevators on Monday through Friday during standard business hours, except as otherwise reasonably approved or directed by Landlord.

6. The requirements of Tenants will be attended to only upon application at the management office for the Property or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

7. Any vendor providing service in or on the Property including, but not limited to, furniture delivery vendors and installers, moving companies, contractors (electricians, plumbers, telecom [phone and data vendors], painter, mechanical vendors), subcontractors, caterers, office supply vendors, etc. shall provide Landlord with a Certificate of Insurance with Landlord's then current requirements, including, but not limited to, Property, General Liability, Worker's Compensation, Automobile Liability and Excess Liability and will include Landlord's requirements for Certificate Holder name, Additional Insureds and a separate Additional Insured Endorsement. No work will be scheduled, nor will any vendor obtain access to the Property prior to providing the proper proof of insurance per the above requirements.

8. Moving and equipment delivery vendors shall provide floor protection (Masonite) in all common areas that will be traveled in the course of Tenant's furniture move or equipment deliveries.

9. The directory of the Property will be provided exclusively for the display of the name and location of Tenants only; and Landlord reserves the right to exclude any other names therefrom, and each and every name in addition to the name of Tenants placed upon such directory,

shall be subject to Landlord's prior written consent (and if approved by Landlord, all costs therefor shall be paid by Tenants). Any such listings or representations, once installed, shall be subject to relocation or removal upon Landlord's written request for any reason (except that any such relocations or removals at Landlord's request, unless such request is based upon Tenant's breach of the Lease, of which these Rules and Regulations are a part, shall be paid for by Landlord), and Tenants shall pay for the removal of any such listings or representations upon its departure from its Premises.

10. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenants on any part of the Premises or the Building without the prior written consent of the Landlord. Tenants shall not disturb, solicit, peddle, or canvass any occupant of the Property and shall cooperate with Landlord and its agents of landlord to prevent same. Solicitation of any kind is prohibited in the Building and/or on the Premises.

11. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenants who, or whose servants, employees, agents, customers, visitors or licensees shall have caused same.

12. Tenants shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's prior written consent.

13. No vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

14. Tenants shall not use or keep in or on the Premises, the Building, or the Property any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material. Tenants shall provide material safety data sheets for any hazardous Material used or kept on the premises.

15. Tenants shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

16. Tenants shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to landlord or other occupants of the Property by reason of noise, odors, or vibrations, or interfere with other Tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. Tenants shall not throw anything out of doors, windows or skylights or down passageways.

17. Tenants shall not bring into or keep within the Property, the Building or the Premises any animals, birds, aquariums, or, except in areas designated by landlord, bicycles or other vehicles.

18. No cooking shall be done or permitted on the Premises, unless otherwise specified in Lease, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors, provided that such use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

19. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises provided for in the Summary. Tenants shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenants shall not engage or pay any employees on the Premises except those actually working for such Tenants on the Premises nor advertise for laborers giving an address at the Premises.

20. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

21. Tenants, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.

22. Tenants shall not knowingly waste electricity, water or air conditioning and agrees to reasonably cooperate with Landlord to ensure the effective, but efficient, operation of the Building's heating and air conditioning system and shall refrain from adjusting any applicable utility controls beyond what is considered to be a commercially reasonable range given the size and nature of the Premises and taking into account the Building, its location, prevailing weather conditions, and the performance of the related equipment. Tenants shall participate in recycling programs undertaken by Landlord, if any.

23. Tenants shall store all its trash and garbage within the interior of the Premises. No material shall be placed in trash receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Fresno, California without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes at such times as Landlord shall designate. If the Premises is or becomes infested with vermin or insects as a result of the use or any misuse or neglect of the premises by Tenants, its agents, servants, employees, contractors, visitors or licensees, Tenants shall forthwith, at Tenant's expense, cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

24. Tenants shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

25. No person shall be employed by Tenants to do janitorial, maintenance, construction or similar work in any part of said Property without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and while in the Building and outside of the premises, shall be subject to and under the reasonable control and direction of the Building manager (but not as an agent or servant of such manager or of Landlord), and Tenants shall be responsible for all acts of such persons.

26. No Awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard drapes. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance in writing by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sun screened without the prior written consent of Landlord. Tenants shall be responsible for any damage to the window film on the exterior windows of the Premises and shall promptly repair any such damage at Tenant's sole cost and expense. Tenants shall keep its window coverings closed during any period of the day when the sun is shining directly on the windows of the Premises. Prior to leaving the Premises for the day, Tenants shall draw or lower window coverings and extinguish all lights. Tenants shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Building Common Areas.

27. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Tenants, nor shall any bottles, parcels or other articles be placed on the windowsills.

28. Tenants must comply with requests by the Landlord concerning information of their employees of items of importance to the Landlord.

29. Tenants must comply with all applicable "NO-SMOKING" or similar governmental or quasi government rules, regulations, and ordinances. Smoking is prohibited within twenty (20) feet of main entrances, exits and operable windows of the Property in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules, and regulations.

30. Tenants hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Property. Tenants hereby assumes all responsibility for the protection of Tenants and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Property or any portion thereof. Tenants further assumes the risk that any safety and security devices, services and programs which landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be

circumvented by an unauthorized third party, and Tenants shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenants desires protection against losses related to such occurrences. Tenants shall cooperate in any reasonable safety or security program developed by Landlord or required by law.

31. All office equipment of any electrical or mechanical nature shall be placed by Tenants in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise and annoyance.

32. Tenants shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.

33. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.

34. No Tenants shall use or permit the use of any portion of the premises for living quarter, sleeping apartments or lodging rooms.

35. Tenants shall not purchase spring water, towels, janitorial or maintenance or other similar services from any company or persons not approved by Landlord. Landlord shall approve a sufficient number of sources of such services to provide Tenants with a reasonable selection, but only in such instances and to such extent as Landlord in its judgment shall consider consistent with the security and proper operation of the Building.

Landlord reserves the right at any time to change or rescind any one of more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Property, and for the preservation of good order therein, as well as for the convenience of other occupants and Tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all Tenants of the Property. Tenants shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT "E"

ADDITIONAL PROVISIONS

1. Renewal Option.

(a) **Grant of Option; Conditions.** Tenant shall have the right to extend the Term of the Lease (the "**Renewal Option**") for three (3) additional periods of one (1) year each commencing on the day following the Expiration Date (each, a "**Renewal Term Commencement Date**") and ending on the first (1st) anniversary of the Expiration Date (each, a "**Renewal Term**"), if:

(i) Landlord receives notice of exercise ("**Renewal Notice**") not less than one hundred eighty (180) days prior to the Expiration Date and not more than two hundred seventy (270) days prior to the Expiration Date; and

(ii) No Default exists and is continuing under the Lease at the time that Tenant delivers its Renewal Notice or as of the Expiration Date; and

(iii) No more than twenty percent (20%) of the Premises is sublet (other than pursuant to a Permitted Transfer) at the time that Tenant delivers its Renewal Notice or as of the Expiration Date; and

(iv) Tenant's interest in the Lease has not been assigned (other than pursuant to a Permitted Transfer) prior to the date that Tenant delivers its Renewal Notice or as of the Expiration Date.

(b) **Terms Applicable to Premises During Renewal Term.** The initial Base Rent rate per rentable square foot of the Premises during the first Renewal Term (the "**First Renewal Term**") shall equal the Prevailing Market (defined in Section 1(f) below) rate per rentable square foot for the Premises. Base Rent during the second and third Renewal Terms shall increase during each applicable Renewal Term by 3% of the Base Rent in effect during the immediately preceding year of the Renewal Term. Tenant shall pay Operating Expenses, Taxes and Insurance Expenses for the Premises during the Renewal Term(s) in accordance with the terms of the Lease.

(c) **Initial Procedure for Determining Prevailing Market.** Landlord and Tenant shall work together in good faith to agree upon the applicable Base Rent rate for the Premises during the First Renewal Term. Upon agreement, Landlord and Tenant shall enter into the Renewal Amendment in accordance with the terms and conditions hereof. Notwithstanding the foregoing, if Landlord and Tenant fail to agree upon the applicable Base Rent rate within sixty (60) days after the Renewal Notice (the "**Negotiation Period**"). Then, within ten (10) days after the end of the Negotiation Period, Tenant shall notify Landlord in writing that: (i) Tenant withdraws its Renewal Notice; (ii) accepts Landlord's determination of Base Rent for the Renewal Terms; or (iii) Tenant elects to determine Prevailing Market Rent in accordance with Section 1(d) below. The Prevailing Market rate will be determined in accordance with the arbitration procedures described below. Notwithstanding the foregoing, nothing in this Section 1(c) shall prevent the parties from reaching an agreement after the Negotiation Period and prior to the exchange of Estimates as provided in Section 1(d) below. Further notwithstanding the above, and to be abundantly clear, Sections 1(c)

and (d) of this Exhibit E do not apply to a Renewal Notice to exercise the second and third Renewal Options.

(d) Arbitration Procedure.

(i) Landlord and Tenant, within fifteen (15) days after the expiration of the Negotiation Period, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the applicable Base Rent rate for the Premises during the Renewal Term (collectively referred to as the "**Estimates**"). Neither party shall be bound by any of the estimates of Base Rent made by such party during the period prior to the submittal of the Estimates. If the higher of such Estimates is not more than 105% of the lower of such Estimates, then the Base Rent rate for the Renewal Term shall be the average of the two Estimates. If the Base Rent rate for the Renewal Term is not resolved by the exchange of Estimates, then, within fourteen (14) days after the exchange of Estimates, Landlord and Tenant shall each select a real estate broker to determine which of the two Estimates most closely reflects the Prevailing Market rate for the Premises during the Renewal Term. Each such real estate broker so selected shall have had at least the immediately preceding ten (10) years' experience as a real estate broker leasing first-class office space in the Fresno financial district, with working knowledge of current rental rates and practices.

(ii) Upon selection, Landlord's and Tenant's brokers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Prevailing Market rate for the Premises. The Estimate chosen by the brokers shall be binding on both Landlord and Tenant. If either Landlord or Tenant fails to appoint a broker within the fourteen (14) day period referred to above, the broker appointed by the other party shall be the sole broker for the purposes hereof. As provided in Section 1(f) below, the two brokers, in making their determination as to which of the two Estimates most closely reflects the Prevailing Market, shall take into account transactions entered into on dates between the period from six (6) to nine (9) months prior to the Renewal Term Commencement Date, with terms commencing during the period from three (3) months prior to the Renewal Term Commencement Date to three (3) months after the Renewal Term Commencement Date. If the two brokers cannot agree upon which of the two Estimates most closely reflects the Prevailing Market within twenty (20) days after their appointment, then, within fourteen (14) days after the expiration of such twenty (20) day period, the two brokers shall select a third broker meeting the aforementioned criteria. Once the third broker (the "**Arbitrator**") has been selected as provided for above, then, as soon thereafter as practicable but in any case within fourteen (14) days, the Arbitrator shall select which of the two Estimates most closely reflects the Prevailing Market rate and such Estimate shall be binding on both Landlord and Tenant. The parties shall share equally in the costs of the Arbitrator. Any fees of any appraiser, counsel or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such appraiser, counsel or expert.

(iii) If the Prevailing Market rate has not been determined by the commencement date of the Renewal Term, Tenant shall pay Base Rent upon the terms and conditions in effect during the last month of the Term for the Premises until such time as the Prevailing Market rate has been determined. Upon such determination, the Base Rent for the Premises shall be retroactively adjusted to the commencement of the Renewal Term. If such adjustment results in an underpayment of Base Rent by Tenant, Tenant shall pay Landlord the amount of such underpayment within thirty (30) days after the determination thereof. If such adjustment results

in an overpayment of Base Rent by Tenant, Landlord shall credit such overpayment against the next installment of Base Rent due under the Lease and, to the extent necessary, any subsequent installments, until the entire amount of such overpayment has been credited against Base Rent.

(e) Renewal Amendment. If Tenant is entitled to and properly exercises any Renewal Option, Landlord shall prepare an amendment (the "**Renewal Amendment**") to reflect changes in the Base Rent, Base Year, term, termination date and other appropriate terms. Tenant shall execute and deliver to Landlord the Renewal Amendment within twenty (20) Business Days after Tenant's receipt of same, but an otherwise valid exercise of the Renewal Option shall be fully effective whether or not the Renewal Amendment is executed.

(f) Prevailing Market. For purposes hereof, "**Prevailing Market**" shall mean the arms' length fair market annual rental rate per rentable square foot under new and renewal leases and amendments (other than renewal amendments with rental rates not based on 100% of the then applicable fair market rental rates) entered into between the period from nine (9) to twelve (12) months prior to the Renewal Term Commencement Date, with terms commencing during the period from three (3) months prior to the Renewal Term Commencement Date to three (3) months after the Renewal Term Commencement Date, for space comparable to the Premises in the Building and office buildings comparable to the Building in the downtown Fresno area. The determination of Prevailing Market shall take into account any material economic differences between the terms of the Lease and any comparison lease or amendment, such as rent abatements, construction costs and other concessions and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes. In addition, the determination shall take into account any tenant improvement allowances and/or landlord contributions toward construction costs as provided in any comparison lease or amendment, as compared to the value of the existing improvements in the Premises.

2. Right of First Offer for Expansion Space. Subject to the terms and conditions of the Lease, Tenant shall have a right of first offer with respect to leasing the 1st floor of the Building as provided in this Section 2, inclusive.

(a) ROFO Space and Terms. Subject to this Section 2, during the Term, Tenant shall have an ongoing right of first offer to all or portions of the first floor of the Building (each or collectively, "**Available Space**") in the Building, as each Available Space becomes available from time to time. Prior to leasing Available Space to a third party, Landlord shall give Tenant written notice (the "**ROFO Notice**") which shall set forth the material terms upon which Landlord is willing to lease the available space to Tenant, including (i) the location and square footage of the Available Space, (ii) the base monthly rent Landlord proposes to charge to Tenant, (which shall not exceed a good faith estimate of the prevailing market rate for the space for a term equal to the remainder of the Lease Term), (iii) the tenant improvements Landlord proposes to install and/or any tenant improvement allowance that Landlord proposes to pay to a tenant in connection with a lease of the Available Space, if any, (iv) the anticipated date upon which possession of the Available Space will be available, and (v) such other matters as Landlord may wish to include as proposed terms. The term of the lease for the Available Space shall be coterminous with the Term for the original Premises.

(b) Procedure for Acceptance. Tenant may, not later than ten (10) Business Days after Landlord gives the ROFO Notice to Tenant (the "Election Date"), deliver a written notice to Landlord ("ROFO Election Notice") electing to lease the Available Space upon the terms set forth in the ROFO Notice. Time is of the essence of this provision, and Tenant acknowledges and agrees that Landlord will have no obligation to lease the Available Space to Tenant if Tenant does not deliver its ROFO Election Notice within the time specified. If Tenant does not deliver a ROFO Election Notice or declines to lease the Available Space, then Landlord may thereafter lease all or any portion of the Available Space identified in the ROFO Notice to any person or entity on any terms which may be satisfactory to Landlord, in its sole discretion, so long as the terms and conditions are not materially more favorable to such person or entity than the terms and conditions set forth in the ROFO Notice.

(c) Amendment to Lease. If Tenant validly exercises its right to lease the Available Space, then except as specified in this Section or in the ROFO Notice, which shall govern to the extent of any conflict with this Lease, the Available Space shall become a part of the Premises on all of the terms and conditions of this Lease, except that (a) the monthly Base Rent for the Available Space shall be as specified in the ROFO Notice, and (b) unless otherwise specified in the ROFO Notice, Landlord will deliver the space in its then existing "as is, where is and with all faults" condition, and Tenant shall be responsible, at Tenant's sole cost and expense, and in accordance with the provisions the Lease, for the construction and installation of any tenant improvements or alterations Tenant desires to install within the Available Space. Landlord shall promptly prepare, and Landlord and Tenant shall promptly execute, an amendment to this Lease reflecting the addition of the Available Space to the Premises, including an adjustment in Tenant's Share and Tenant's share of Operating Expenses, Taxes and Insurance to reflect the rentable square footage of the added space.

(d) Conditions on Right of First Offer. Notwithstanding the foregoing, Landlord shall not be required to give a ROFO Notice to Tenant if any of the following conditions exist when Available Space becomes available: (i) the Lease is not in full force and effect, (ii) Tenant is in default or could be in default but for the giving of notice or passage of a notice or grace period, or both, (iii) Tenant has assigned the Lease, (iv) Tenant has subletted all or a portion of the Premises, which sublet is then in effect; or (v) less than three (3) years remain in the Term.

EXHIBIT "F-1"

FURNITURE REQUESTED BY TENANT

Item	Description	Make/Model/Serial Number	Total # of Items	2nd Floor (Y/N)	Do Not Want	1st Priority & # Needed	2nd Priority & # Needed	Want Not Need	Notes
Adapter	Adapter Plugs and Port	MTeco	1	Y		1			
Adapter kit	Byrne adapter kit for conference table		1	Y		1			is this needed?
Air Modifiers	All Humidifier	SD	11	Y		12			Scattered throughout
Bar Stools	White Sissy/Black Legs 30"		14	Y (13)		14			13 Found in Kitchen
Bar Stools	40" White Bar Stool	EMCCO	12	Y		12			on Presentation Room
Bean Bag	Extra Large Grey Bean Bag		4	Y			2		2 In Admin
Bean Bag	Yellow Bean Bag		3	Y			2		1 in TPM Area; 1 in Admin
Bookcase	White Bookcase 2x4		1				1		Not sure where these are, but could use them on 2nd floor.
Bookcase	Rolling Bookcase 48x17x45		3				3		Not sure where these are, but could use them on 2nd floor
Box	Uplift desk bamboo desk drawer	STRO 78	4	Y		4			
Box	Uplift desk keyboard tray	KR007	1	Y		1			
Box	Uplift desk Magnetic Cable	WMK 007	2	Y		2			
Box	Uplift desk Quick Adjust Mount	KRT09	3	Y		3			
Box	Uplift desk Track Spacer	ACCD5	2	Y		2			
Box	Uplift Desk Writing Pad	ACCD5	2	Y		2			
Box	Uplift Desk Comfort Max	ACCD6	2	Y		2			
Box	Uplift Desk Bamboo Kickem + MMTS 2		2	Y		2			
Box	Uplift Desk Track Spacers	ACCD5	1	Y		1			
Box	Office Supplies		3				7		Don't know where this is but wouldn't mind using.
Cabinet	White 2 door cabinet with marble top		1				1		Not sure where these are, but could use them on 2nd floor.
Cabinet	3x3 Square Base White Cabinet		1				1		Not sure where these are, but could use them on 2nd floor.
Cabinet	28x18 White 4 drawer metal cabinets small		5	Y		8			
Cabinet	36x18x72 Metal Cabinet	LUNO	4				4		Not sure where these are, but could use them on 2nd floor.
Chairs	Electric Blue Fabric Seat w/ grey mesh back	MW 1160-w-837-CY2013	63	Y		63			
Chairs	Blue Seat Black Handles Grey Mesh Back	9 to 5 Seating	148	Y		114			In CM Area
Chairs	Grey/White Desk Chair	9 to 5 MW 1160	109	Y		90			43 In Lvl & On-site PM, 1 in Design, 6 in CM
Chairs	Yellow/White Tall Desk Chair	9 to 5 MW 1166	2	Y		2			Various tall yellow white chairs in TPM Area. 6 with yellow seat, white back, white frame, black foot rest. 4 with yellow seat, yellow back, white frame, black foot rest.
Chairs	Yellow/White chair with wheels	9 to 5 MW 1166	17	Y		12			6 in TPM Area, Yellow seat, white mesh back, black arms, white frame, 6 in CM
Chairs	Black High Chairs with black legs	Artice	6	Y		6			6 in CM area
Chairs	Electric Teal Seats w/Canary Yellow Backs white handles and legs	9 to 5	11	Y		12			12 in Conference room with lady mural
Chairs	Orange seats, greyish backs solid metal grey arms greyish Hgs.	9 to 5	9	Y		10			10 in Cityscape mural conference room
Chairs	Red Seat Backs Black Not arms	9 to 5	8	Y		10			10 in Red Conference Room
Chairs	White with Blue seats	9 to 5	54	Y		54			
Chairs	White with Teal Seats	9 to 5	12	Y		12			40 in Design Services Area; 36 in Admin; 6 in TPM (Combination of this line and the next 3)
Chairs	Alum Mesh w/Lumie Seat	9 to 5	13			13			
Chairs	Teal/White Lumie Chairs	Herman Miller MW 10112	17	Y		14			
Chairs	Grey Chairs with Black legs		1	Y		1			Design Services
Chairs	Grey seat with Pink Middle back Rest		1	Y		1			In TPM Area by large corner office.
Chairs	Yellow seats, Yellow backs, Black Arms, White Frame		45	Y		32			6 in CM area, 22 in Admin area, 4 in TPM 30 In TPM Area
Chairs	Light grey chair, wood legs 1 cushion	DST-00072629	1	Y		1			Lounge Chair
Chairs	O/S Red chair		2	Y			2		
Chairs	W-Chair	Artice	12	Y		12			Kitchen Chairs
Chairs	Black Chairs 38" with black metal legs		6	Y		6			Tiny Window Room
Chairs	Wood shape with beige, yellow and pink cushions		2	Y		2			in Directors Office
Chair	Grey O/S Chairs		2	Y		2			in TPM
Chairs	Red Seats, White Back and Grey Wheel Base	Herman Miller	22	Y		1			AD Design Office
Chair	Brown chair with black metal	Glitz Home	1	Y		1			1 in TPM Area in office (113)
Chair	Mustard Color O/S Short Round Chair		4	Y		4			4 in TPM Area in large corner office.
Chair	Green Seats and Backs w/ Grey legs		37	Y		3			
Coffee Table	Wood 2x 4 Coffee table		1	Y		1			In Director's Office?
Coffee Table	47x23x16 Coffee Table		1	Y		1			
Conference Table	3' x 6' Rectangle Conference Table Grey Top Black Base	Midlane Furniture	1	Y		1			
Conference Table	White table with Brown Legs	Emark	1	Y		1			
Conference Table	6' x 4' Wood Top with white metal legs		1	Y		1			

TABLE F-1		Make/Model/Serial Number	Total # of Items	2nd Floor (Y/N)	Do Not Want	1st Priority & # Needed	2nd Priority & # Needed	Want Not Need	Notes
Item	Description								
Conference Table	10' x 6' White Top Red Legs		1	Y		1			
Copier/Printer	Copier/Printer	Xerox Model PC 450	1	Y		1			1 in TPM Area In large corner office
Couch	Black leather with wood legs		1	Y		1			In Presentation Room, To be moved to office
Couch	61x36x35 Blue Bird Couch	OOZYwell	3	Y		3			In Copy Area
Couch	67x36x35 Black Couch		1	Y		1			
Couch	Half moon Pink Couch		1	Y		1			found 2 small grey
Couch	Half moon Yellow Couch		1	Y		1			
Couch	Black Futon 5 1/2' w w black pillows and 2 grey pillows		1	Y		1			
Couch	8 cushion 5 pillow foam couch with wooden legs		1	Y		1			
Desks	TA Nikoda White Adjustable desk	L2025-003	115	Y		115			32 in TPM Area, Design Section Model T2025-003, 87 in CM area
Desks	Teknoda Black Adjustable Desk		11	Y		11			Black Top (shiny) with white legs in offices- 22-26 (Look under Tables below), 1 in Design, 5 in CM
Desks	Lightwood desk top with white legs adjustable		16	Y		16			6 in TPM Area 21 in CM, Goes with the 47 in the Table category. One in each office
Desks	4x5 Desk with Black Top electric plugs underneath	A-F5QANT 305A	2	Y		2			
Desk	1 Shape White Adjustable with plugs		4	Y		4			3 in Directors Office
Desk	Desk Farm		1	Y		1			
Desk Tray	Desk Tray		1	Y		1			
Dishwasher	10 Dishwasher		1	Y		1			In Kitchen
Dolly	Red Dolly		1	Y		1			
Dolly	Red Metal 4 wheel dolly		1	Y		1			
Dolly	4 Wheel Dolly	Franklin	3	Y		3			
Dolly	Black Metal 2 Wheel Dolly		1	Y		1			
File Cabinet	3 drawer File Cabinet w/ grey cushion	20418x26	96	Y		96			47 in USB & On-site PM, 1 in Design, 46 in CM
File Cabinet	2 drawer file cabinet Black w/ grey seat		12	Y		12			8 in TPM Area, 1 in design
File Cabinet	4 drawer file cabinet all white		3	Y		3			4 in TPM Supply Room
File Cabinet	3 drawer Vertical File Cabinet		1	Y		1			
File Cabinet	5 drawer White Cabinets		5	Y		5			1 in TPM Supply Room
Floor Aisle	Boards of First Aid Kits		2	Y		2			
Football Table	Football Table	Shelco	1	Y		1			Move to 2nd Floor
Kitchen Chair	Black Kitchen Chair Match/History		12	Y		12			In Hallways around kitchen
Kitchen Table	Black Kitchen Table Match/History 31x15x28		2	Y		2			In Hallways around kitchen
Ladder	Bridge on wheels mounted to wall		2	Y		2			In Directors Office/Conference Room
Lamps	Desk Lamps		4	Y		4			4 in TPM Storage Room
Lighting Fixture	2 different sizes for lights location		2	Y		2			Need to finish being installed
Love Seat	Grey Love Seat 56x30x29		1	Y		1			Not sure where these are, but could use them on 2nd floor.
Love Seat	Grey LOVE SEAT 46x30x33		1	Y		1			Not sure where these are, but could use them on 2nd floor.
Love Seat	56x31x32 Grey Love Seat		1	Y		1			Not sure where these are, but could use them on 2nd floor.
Love Seat	67x31x33 Love Seat Grey	OOZYwell	4	Y		4			In Presentation Room
Marquee	Marquee on wall		1	Y		1			In Directors Office/Conference Room
Microphone	Blue Microphone and Stand		1	Y		1			In Design Office
Microphone	Speaker/Blue Microphone		1	Y		1			In Kitchen
Mirror	2x5 with wood trim mirror		1	Y		1			In TPM Storage Room
Monitor	34" HP Monitor w/stands	HP	22	Y		22			
Monitor	34" Dell Monitor	Dell	15	Y		15			1 in TPM (P&R)
Monitor Mount	VIVO Monitor Mount		10	Y		10			On Bar height Tables in Admin area
Monitor Stand	Vision Monitor Stand		2	Y		2			Not sure where these are, but could use them on 2nd floor
Murals	8'x8' Round Wooden Murals painted to depict the city stage		3	Y		3			
Office Supplies	Box with Office Supplies		4	Y		4			
Ottoman	Green with silver legs		3	Y		3			3 in TPM Break Area
Ottoman	Grey with yellow tops		2	Y		2			
Oven	Self Oven		1	Y		1			In Kitchen
Oven	Self Oven		1	Y		1			
Phone Booth	Wood/Grey Quiet Booth		9	Y		9			
Plant Box	Wood with Black Trim		8	Y		8			
Plant Stands	White/Wood Plant Stands w/ plastic pots		11	Y		11			

Item	Description	Make/Model/Serial Number	Total # of Items	2nd Floor (Y/N)	Do Not Want	1st Priority & # Requested	2nd Priority & # Requested	Work Not Requested	Notes
Flight	Flight		15						Not sure what this means.
Power Strip	Stony Pro 9 Power Strip		26			26			
Power strip	A 7 power strip with 12 plugs		3					X	
Punching Bag	Title punching bag w/mount	7-29	1	N				1	
Putting Green	Putting Green w/white & black backdrops approx 12x12		1	N				1	Self Simulator
Racks	Metal Wire Management Rack		4	Y		4			
Racks	Metal Racks 4 shelves		2	Y		2			4 in TPM Storage Area
Refrigerator	Frigidaire Refrigerator	FRT2213AG	1	Y		1			In Kitchen
Refrigerator	Frigidaire Compact 3.3	FRT2222JUM	1	Y		1			1 in TPM Area, To be moved to Kitchen or Break Area
Refrigerator	LG Refrigerator		1	Y		1			In Kitchen
Refrigerator	Sm refrigerator/freezer	Artic King	1	Y		1			1 in TPM Area, To be moved to Kitchen or Break Area
Refrigerator	Sm refrigerator		1	Y		1			Not sure where these are, but could use them on 2nd floor.
Refrigerator	3.2 cu ft compact Refrigerator	Magic Chef	1	Y		1			Not sure where these are, but could use them on 2nd floor.
Refrigerator	2000000	See 17800000000	1	Y		1			In Kitchen
Remote	5.12" Roku TV Remote		1	Y		1			
Remote	LG Remote		11	Y		11			
Remote	Samsung		5	Y		5			
Remote	Vizio		4	Y		4			
Round Table	39 1/2" Round Table Grey/teal/lin. legs		8	Y		8			In Kitchen
Rug	8 x 10 Pink/Blue		1	Y		1			In Admin break area
Rug	Pink in Color Ruggable		1	Y		1			Multi area color rug in TPM by large office.
Rug	10x12 Black/White Design	Ruggable	1	Y		1			Black/White/Gray Square design in TPM Area office (113).
Rug	9x12 Rug Orange/Blue		1	Y		1			
Rug	Blue, Grey & Orange rug	Carrington Collection	1	Y		1			
Rug	8x12 Area Rug Blue/teal/green/teal		2	Y		2			
Seat	Teal/Grey Round Seals		4	Y		4			2 in TPM Storage Room
Side Table	18" Round Charcoal Black Top with Black Base		2	Y		2			
Side Tables	20x14x26 Tan Teak/White Base		4	Y		4			In copy area break area
Seal	Brown 8' 5" leather sofa		1	Y		1			In Director's Office
Seal	Black Wood Seal		1	Y		1			1 in TPM Booth
Table	29 7/8 x 33 7/8 White Adjustable Table	Product and Quantity 2054	98	Y		98			
Table	47 x 23.5 Teak Table top light beige adjustable	AME231	23	Y		23			10 in admin and USOPM
Table	2 x 7 Black w/wood trim		1	Y		1			
Table	63" x 21" x 40.5" Wood top with Black legs		5	Y		5			3 in TPM area along windows
Table	Wood/White Oak Adjustable Table	Simple Homeowners	47	Y		47			12 in admin and USOPM offices in the Desk wing
Table	29 7/8 x 33 7/8 Black Top white/grey base adjustable		11	Y		11			
Table	34x24x29 Table White		20	Y		20			4 in Presentation Room, 1 in CM
Table	wood table 1 x 6		2	Y		2			
Table	34x24x29 Teak Top/Teak Legs		12	Y		12			
Table	wood table oak shape 4 legs		1	Y		1			Director's coffee table?
Table	6' Table Teal with wood/black metal legs		1	Y		1			In Admin area?
Table	24x61 Grey top with rolling base		1	Y		1			1 in TPM Storage Room
Table	47 1/2 x 24 Black Adjustable Table		10	Y		10			See desks above
Table Small	Gold metal small table with glass top		1	Y		1			1 in TPM break area
Tea Cart	Brown Tea Cart		1	Y		1			In Director's Office
Tables	Black tables w/office supplies		5						
Tables	Office supplies		5						
Teach Cart	Black Rubber Mat Office Teach Cart		138	Y		138			14 in TPM area
TV	42" TCL TV		2	Y		2			2 on floor, need to be moved
TV	55" LG TV		8	Y		8			6 TVs in TPM Area, 1 in each office. 3 without remotes.
TV	55" LG Black TV		3	Y		3			
TV	65" LG Black TV		25	Y		25			17 in admin/USOPM, 12 in CM area
TV	65" Samsung		5	Y		5			3 in admin/USOPM

Exhibit F-1		Make/Model/Serial Number	Total # of Items	2nd Floor (Y/N)	On Hand	1st Priority # Needed	2nd Priority # Needed	Want Not Road	Notes
Item	Description								
TV	65" Vizio Roku		13	Y		1			
TV	75" LG TV		3	Y		1			
TV	65" Samsung TV		3	Y		1			to Kitchen
Wicker Chair	Wicker Chair Black	Artline	2	Y			6		
	18 Hopper/Outdoor table top in box		18					6	
	9 plastic tables 60x48		9					6	
	4 8' round picnic tables		4					6	
	Dark Vidor Statue		1					6	
	6 Patio chairs yellow and grey		6					6	
	Cloning Table yellow and grey		1					6	
	4 drawer vertical filing cabinet		1	Y	1	1			1 in TFM Area in office #12
	3 office tables non adjustable white		3						
	10 wood table with grey legs w/round		10			10			To Be Moved to 2nd Floor
	8' weather sofa		1						To Be Moved to 2nd Floor
	1 shuffle board in pieces		1					1	To Be Moved to 2nd Floor
	2 office tables large top black legs		2				2		To Be Moved to 2nd Floor
	147" table wood top black legs		1	Y	1				1 in TFM area
	3 drawer filing cabinet 3		3				3		To Be Moved to 2nd Floor
	3 drawer filing cabinet black		1				1		To Be Moved to 2nd Floor
	3 black 3 drawer filing cabinets		2				2		To Be Moved to 2nd Floor
	12 wood top desk white legs		12				12		To Be Moved to 2nd Floor
	10 wood top desk white legs		10				10		To Be Moved to 2nd Floor
	Smart White Table Side Couch		1	Y	1				1 in TFM Area in large corner office - round
	Espresso Machine		1				1		To Be Moved to 2nd Floor
	Commercial Coffee machine		1				1		To Be Moved to 2nd Floor
	1400watt coffee toaster		1				1		To Be Moved to 2nd Floor
	toaster oven		1				1		To Be Moved to 2nd Floor
Totals			1,363			1,294	54		

EXHIBIT "F-2"

FURNITURE TO BE AVAILABLE ON COMMENCEMENT DATE

Item	Description	Make/Model/Serial Number	Total # of Items	1st Priority # Needed	2nd Priority # Needed	Notes
Adapter	Adapter Plugs and Port	Milero	1	1		
Adapter kit	Byrne adapter kit for conference table		1	1		is this needed?
Air Medify	Air Humidifier	LG	12	12		Scattered throughout
Bar Stools	White Seat/Black Legs 30"		14	14		13 found in Kitchen
Bar Stools	48" White Bar Stool	EMECO	12	12		In Presentation Room
Bean Bag	Extra Large Grey Bean Bag		4		2	2 in Admin
Bean Bag	Yellow Bean Bag		3		2	1 in TPM Area; 1 in Admin
Bookcase	White Bookcase 24"		1		X	Not sure where these are, but could use them on 2nd floor
Bookcase	Rolling Bookcase 60x17x45		1		X	Not sure where these are, but could use them on 2nd floor
Box	Uplift desk bamboo desk drawer	STRO 78	4	4		
Box	Uplift desk keyboard tray	KR007	1	1		
Box	Uplift desk Magnetic Cable	WV6-007	2	2		
Box	Uplift desk Quick Adjust Mesh	KBT009	3	3		
Box	Uplift desk Track Spacer	ACC005	2	2		
Box	Uplift Desk Writing Pad	ACC045	2	2		
Box	Uplift Desk Comfort Mat	ACC038	2	2		
Box	Uplift Desk Bamboo Rocker - e. MV1012		2	2		
Box	Uplift Desk Track Spacers	ACC055	1	1		
Box	Office Supplies		7		7	Don't know where this is but wouldn't mind using.
Cabinet	White 2 door cabinet with marble top		1		X	Not sure where these are, but could use them on 2nd floor
Cabinet	3x3 Square Base White Cabinet		1		X	Not sure where these are, but could use them on 2nd floor
Cabinet	24x18 White 2 drawer metal cabinet small		5	6		
Cabinet	36x18x12 Metal Cabinet	UUNG	2		X	Not sure where these are, but could use them on 2nd floor
Chairs	Electric Blue Fabric Seat w/ grey mesh back	MR 3160-w-A1ST-CY013	63	63		in CM Area
Chairs	Blue Seat Black Handles Grey Mesh Back	9 to 5 Seating	148	114		
Chairs	Grey/White Desk Chair	9 to 5 MR 3160	101	50		43 in UNO & On site PM; 1 in Design; 6 in CM
Chairs	Yellow/White Tall Desk Chair	9 to 5 MR 3164	2	2		Various tall yellow white chairs in TPM Area; 8 with yellow seat, white back, white frame, black foot rest; 4 with yellow seat, yellow back, white frame, black foot rest.
Chairs	Yellow/White chair with wheels	9 to 5 MR 3166	17	12		6 in TPM Area. Yellow seat, white mesh back, black arms, white frame, 6 in CM
Chairs	Black High Chairs with black legs	Article	6	6		6 in CM area
Chairs	Electric Teal Seats w/Canary Yellow Backs white handles and legs	9 to 5	11	12		12 in Conference room with lady mural
Chairs	Orange seats, greyish backs solid metal grey arms greyish legs	9 to 5	9	10		10 in Glysscape mural conference room
Chairs	Red Seat Beige Back No arms	9 to 5	9	10		in Red Conference Room
Chairs	White with Blue seats	9 to 5	54	54		
Chairs	White with Teal Seats	9 to 5	12	12		40 in Design Services Area; 34 in Admin; 6 in TPM (Comparison of this line and the next 3)
Chairs	Azure Mesh w/Azure Seat	9 to 5	13	13		
Chairs	Teal/White Desk Chairs	Herman Miller MR 3002	1	1		
Chairs	Grey Chairs with Black legs		17	16		Design Services
Chairs	Grey seats with Pink Middle back Rest		1	1		in TPM Area by large corner office.
Chairs	Yellow seats, Yellow backs, Black Arms, White Frame		42	32		6 in CM area, 22 in admin area, 4 in TPM 20 in TPM Area
Chairs	Light grey chair, wood legs 1 cushion	09T-00072809	1	1		Lounge Chair
Chairs	O/S Red chair		2		2	
Chairs	K Chair	Article	12	12		Kitchen Chairs
Chairs	Black Chairs 28" with black metal legs		6	6		Tiny Window Room
Chair s	Wood shape with beige, yellow and pink cushions		2	2		In Directors Office
Chair	Grey O/S Chairs		2	2		in TPM
Chairs	Red Seats, White Back and Grey Wheel Base	Herman Miller	22	1		AD Design Office
Chair	Brown chair with black metal	Giltz Home	1	1		3 in TPM Area in office (S11)
Chair	Mustard Color O/S Short Round Chair		4	4		4 in TPM Area in large corner office.

Exhibit F-2		Make/Model/Serial Number	Total # of			Notes
Item	Description		Items	1st Priority & # Needed	2nd Priority & # Needed	
Chair	Green Seats and Backs w/ 6-way legs		37	3		
Coffee Table	Wood 2x4 Coffee Table		1	1		In Director's Office?
Coffee Table	47x36x16 Coffee Table		1	1		
Conference Table	12' x 6' Rectangle Conference Table Grey Top Black Base	Indiana Furniture	1	1		
Conference Table	White table with Brown Legs	Enwork	1	1		
Conference Table	8' x 4' Wood Top with white metal legs		1	1		
Conference Table	10' x 4' White Top Red Legs		1	1		
Copier/Printer	Copier/Printer	Konica Model PC 410	1	1		
Couch	Black leather with wood legs		1	1		1 in TPM Area in large corner office.
Couch	81x32x36 Blue Bird Couch	OCUSwell	3	3		In Presentation Room, To be moved to offices.
Couch	87x36x25 Black Couch		1	1		In Copy Area
Couch	Half moon Pink Couch		1	1		
Couch	Half moon Yellow Couch		1	1		Round 2 small grey
Couch	Black Futon 5 1/2' w black pillows and 2 grey pillows		1	1		
Couch	3 cushion 5 pillow foam couch with wooden legs		1	1		
Desks	TA Nitoda White Adjustable desk	L2023-003	115	119		32 in TPM Area, Design Section Model T2023-003, 87 in CM area
Desks	Tahiti-oda Black Adjustable Desk		11	11		Black Top (shiny) with white legs in offices -22-26 (Look Under Tables below), 1 in Design, 5 in CM
Desks	Lightwood desk top with white legs adjustable		16	16		6 in TPM Area, 21 in CM, Goes with the 47 in the Table category. One in each office.
Desks	4x5 Desk with Black Top electric plugs underneath	A-PSQAHF 3054	2	2		
Desk	LShape White Adjustable with plugs		4	4		3 in Directors Office
Desk Parts	Box with adjustable desk parts		1	1		
Desk Tray	Desk Tray		1	1		
Dishwasher	LG Dishwasher		1	1		In kitchen
Dolly	Red Dolly		1			
Dolly	Red Metal 4 wheel dolly		1			
Dolly	4 Wheel Dolly	Franklin	3			
Dolly	Black Metal 2 Wheel Dolly		1			
File Cabinet	3 drawer File Cabinet w/ grey cushion	20x16x26	96	96		47 in USB & On-site PM, 1 in Design, 86 in CM
File Cabinet	2 drawer file cabinet Black w/grey seat		12	12		8 in TPM Area, 1 in design
File Cabinet	4 drawer file cabinet all white		3	4		4 in TPM Supply Room
File Cabinet	3 drawer Vertical File Cabinet		1	1		
File Cabinet	5 drawer White Cabinets		5	1		3 in TPM Supply Room
First Aid Kit	Boxes of First Aid Kits		2			
Football Table	Football Table	Shelbi	1			Move to 2nd floor
Kitchen Chair	Black Kitchen Chair Mesh/Moley		12	12		In Hallways around Kitchen
Kitchen Table	Black Kitchen Table Mesh/Moley 33x35x29		5	5		In Hallways around Kitchen
Ladder	Berge on wheels mounted to wall		2	2		In Directors Office/Conference Room
Lamps	Gold Lamps		4	4		4 in TPM Storage Room
Lightening Fixture	3 different arms for lights Leviton		2	2		Need to finish being installed
Love Seat	Grey Love Seat 58x30x29		1	1		Not sure where these are, but could use them on 2nd floor.
Love Seat	Grey Love Seat 48x30x33		1	1		Not sure where these are, but could use them on 2nd floor.
Love Seat	51x31x32 Grey Love Seat		1	1		Not sure where these are, but could use them on 2nd floor.
Love Seat	48x29x35 Love Seat Grey	OCUSwell	4	4		In Presentation Room
Mantelcase	Mantelcase on wall		1	1		In Directors Office/Conference Room
Microphone	Blue Microphone and Stand		1		1	In Design Office
Microwave	Proctor/Silex Microwave		1	1		In Kitchen
Mirror	2x5 with wood trim mirror		1		1	In TPM Storage Room
Monitor	28" HP Monitor w/ports	HP	22			

Table F-2

Item	Description	Make/Model/Serial Number	Total # of Items	1st Priority & # Needed	2nd Priority & # Needed	Notes
Monitor	24" Dell Monitor	Dell	15		1 in TPM (116)	
Monitor Mount	VIVO Monitor Mount		10	10		On Bar Height Tables in Admin area
Monitor Stand	Vision Monitor Stand		1	1		Not sure where these are, but could use them on 2nd floor
Murals	82" Round Wooden Murals painted to depict the Lilly Stair		3	3		
Office Supplies	Box with Office Supplies		4			
Ottoman	Green with silver legs		9	9		
Ottoman	Grey with yellow tops		2	2		2 in TPM Break Area
Oven	GE Oven		1	1		In Kitchen
Phone Booth	Wood/Grey Quiet Booth		9			
Plant Box	Wood with Black trim		9	9		
Plant Stands	White/Wood Plant Stands w/flat top		11	11		
Plugs	Plugs		15			Not sure what this means
Power Strip	Stanley Pro 9 Power Strip		28	28		
Power strip	4 ft power strip with 12 plugs		3			
Punching Bag	Title punching bag w/mount	T-29	1			
Pulling Green	Pulling Green w/white & black backpack appr 12x12		1			Golf Simulator
Racks	Metal Wire Management Rack		4	4		
Racks	Metal Racks 4 drawers		2	4		4 in TPM Storage Area
Refrigerator	Highline Refrigerator	FHS3233ASJ	1	1		In Kitchen
Refrigerator	Engineer Compact 3.3	EPE3320AM	1	1		1 in TPM Area, To be moved to Kitchen or Break Area
Refrigerator	Lit Refrigerator		1	1		In Kitchen
Refrigerator	5m refrigerator/freezer	Artic King	1	1		1 in TPM Area, To be moved to Kitchen or Break Area
Refrigerator	5m refrigerator		1	1		Not sure where these are, but could use them on 2nd floor.
Refrigerator	3.2cuft compact Refrigerator	Magic Chef	1	1		Not sure where these are, but could use them on 2nd floor.
Refrigeration	AVANTCO	MW 178JOC8HCB	1	1		In Kitchen
Remote	5.1/2" Roku TV Remote		1	1		
Remote	LG Remote		11	11		
Remote	Samsung		5	5		
Remote	Vizio		4	4		
Round Table	38 1/2" Round Table Grey top/silver legs		4	4		In Kitchen
Rug	8 x 10 Pink/Blue		1	1		In Admin break area
Rug	Pink in Color Ruggable		1	1		Multi-pink color rug in TPM by large office.
Rug	10x10 Black/White Design	Ruggable	1	1		Black/White/Grey Square design in TPM Area office (113).
Rug	9x13 Rug Orange/Blue		1	1		
Rug	Blue, Grey & Orange rug	Carrington Collection	1	1		
Rug	8x12 Area Rug Blue/Red/Green/Beige		2	2		
Seat	Teal/Grey Round Seats		4		4	4 in TPM Storage Room
Side Table	18" Round Charcoal Black Top with Black Base		2	2		In popp area break area
Side Tables	20x14x26 Tan Top/White Base		4	4		In Presentation Room
Sofa	Brown 9' 5" leather sofa		1	1		In Directors Office
Stool	Black Wood Stool		1	1		3 in TPM Room
Table	29 7/8 x 53 7/8 White Adjustable Table	Product RA192AMT_A04	99	99		
Table	47 x 25.5 Teak table top light beige adjustable	AMEZIEL	29	29		10 in admin and UBOSPM
Table	2 x 7 Black w/wood trim		1	1		
Table	63" x 21" x 40.5" Wood top with black trip.		5	5		3 in TPM area along windows
Table	Wood/White 2x4 Adjustable Table	Simple Houseware	47	47		53 in admin and UBOSPM others in the Desk category.
Table	29 7/8 x 53 7/8 Black Top white/grey base adjustable		11	11		
Table	54x24x29 Table White		20	5		4 in Presentation Room, 1 in CM

Exhibit 4-2		Make/Model/Serial Number	Total # of			Notes
Item	Description		Items	1st Priority & # Needed	2nd Priority & # Needed	
Table	Wood table 3 x 6		1	2		
Table	55x26x29 Tan Top/Tan Legs		12	1		
Table	Wood table solid shape 4 legs		1	1		Director's coffee table?
Table	6" Table Tall with wood/black metal legs		1	1		In Admin area?
Table	2x6ft Grey top with rolling base		1	1		1 in TPM Storage Room
Table	A7 1/2 x 24 Black Adjustable Table		10	10		See Desk above
Table Small	Gold metal small table with glass top		1	1		1 in TPM break area
Tea Cart	Brown Tea Cart		1	1		In Director's Office
Toiles	Black toiles w/office supplies		5			
Toiles	Office supplies		8			
Trash Cans	Black Rubber Maid Office Trash Cans		230	170		54 in TPM area
TV	42" TCL TV		2	2		2 on floor, need to be mounted
TV	55" LG TV		8	8		6 TVs in TPM Area, 1 in each office, 3 without remotes
TV	56" LG Black TV		3	5		
TV	65" LG Black TV		25	25		17 in admin/UBOSPM, 12 in CM area
TV	65" Samsung		5	3		3 in admin/UBOSPM
TV	65" Vizio Black		15	1		
TV	75" LG TV		3	3		
TV	88" Samsung TV		1	1		In Kitchen
Wicker Chair	Wicker Chair Black	Article	2		X	
	18 Indoor/Outdoor table tops in box		18			
	9 plastic tables 60x33		9			
	4 8' round plastic tables		4			
	Darth Vader Statue		1			
	6 Peto chairs yellow and grey		6			
	Oblong Table yellow and grey		1			
	4 drawer vertical filing cabinet		3	1	X	1 in TPM Area in office (112)
	3 office tables non adjustable white		10	10		To Be Moved to 2nd Floor
	10 wood table with grey legs w/pugs		1		1	To Be Moved to 2nd Floor
	8' leather sofa		1			To Be Moved to 2nd Floor
	shuffle board in pieces		2		2	To Be Moved to 2nd Floor
	2 office tables beige top black legs		1	1		1 in TPM area
	tall table wood top black legs		8		3	To Be Moved to 2nd Floor
	3 drawer filing cabinet 3		1		1	To Be Moved to 2nd Floor
	3 drawer filing cabinet black		2		2	To Be Moved to 2nd Floor
	2 black 3 drawer filing cabinets		12		12	To Be Moved to 2nd Floor
	12 wood top desk white legs		10		10	To Be Moved to 2nd Floor
	10 Wood top desks with white legs		1	1		1 in TPM Area in large corner office - round
	Small White Fabric Side Couch		1		1	To Be Moved to 2nd Floor
	Espresso Machine		1		1	To Be Moved to 2nd Floor
	Commercial Coffee machine		1		1	To Be Moved to 2nd Floor
	stainless steel toaster		1		1	To Be Moved to 2nd Floor
	toaster oven					
Totals			1,965	1,374	54	

EXHIBIT "F-3"

FURNITURE POTENTIALLY SUBJECT TO THIRD PARTY CLAIMS

Page 11

