

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to Lease Agreement (“Amendment No. 1”) is dated January 28th, 2025 and is between Sage Kings Fresno, LLC, a California Limited Liability Company (“Lessor”), and the County of Fresno, a political subdivision of the State of California (“Lessee”).

Recitals

A. On March 22, 2022, Lessee and Sunnyside Square Investments, Inc. (“Sunnyside”), the predecessor of Lessor, entered into County Lease Agreement No. A-22-099/L-083 (“Lease”), to lease approximately 18,033 of square feet of building space and adjacent parking stalls, located at 5566 E. Kings Canyon Road, Fresno, CA 93727, for use as a County public library (“Premises”). The term of the Lease was for a potential five-year period, consisting of an initial term of one year to expire on March 31, 2023 (“Initial Term”), and four (4) additional one (1) year periods, upon the written approval of both parties, no later than ninety (90) days prior to the first day of the next one (1) year extension period, with a potential Lease expiration date of March 31, 2027.

B. On or about September 23, 2022, Sunnyside assigned its rights under the Lease to Lessor, upon Lessor’s acquisition of the real property upon which the Premises are located.

C. The Lease was not timely extended upon the expiration of the Initial Term, March 31, 2023; however, Lessee has continued to occupy the Premises and has continued to pay its monthly rent.

D. By this Amendment No. 1 to the Lease, Lessee and Lessor now agree to amend the Lease as follows:

1. Section 2 of the Lease, entitled “Term,” is deleted in its entirety and replaced with the following:

“2. TERM – The initial term of this Lease shall be for seven (7) years, commencing on April 1, 2022, through and including March 31, 2029.”

2. Section 3 of the Lease, entitled “Rent and Common Area Maintenance” is deleted in its entirety and replaced with the following:

1 “3. RENT AND COMMON AREA MAINTENANCE – Lessee’s obligation to
2 pay rents and any other amounts due under the Agreement shall be subject to
3 Lessee’s constitutional debt limitation (Article XVI, Section 19 of the California
4 Constitution). Lessee shall pay to Lessor without offset, demand or prior notice,
5 fair market rent (hereinafter “Rent”) for the Premises on or before the first of each
6 month according to the schedule as depicted on Exhibit A, which is attached and
7 incorporated by this reference. In addition to Rent, Lessee shall pay its
8 proportionate share of monthly Common Area Maintenance (“CAM”) costs, which
9 shall be equal to the ratio of Lessee’s floor square footage (17,657 square feet)
10 of the leased Premises, to the total square footage of all building space in the
11 real property more particularly described at Exhibit E-1 and as Depicted at
12 Exhibit E-2 hereto (the “Shopping Center”) (32,675 square feet) (but which
13 square footage varies according to the specific line item of the operating costs
14 involved depending on whether certain tenants provide or pay for certain services
15 or costs directly), as set forth in the “CAM Fee Detail,” Exhibit F. Such
16 references to the total square footage of all building space shall not take into
17 account whether tenants are occupying building spaces or any portions thereof in
18 the Shopping Center.

19
20 For purposes of this lease, “common area maintenance,” or “CAM,” shall
21 mean the total cost and expense incurred by Lessor in operating and
22 maintaining the Shopping Center (exclusive of all building spaces in the
23 Shopping Center regardless of their occupancy) and its common facilities
24 and common areas, actually used or available for use by the Lessee and
25 Lessee’s employees, agents, customers and invitees, and which shall be
26 limited to those CAM categories listed in Exhibit F. The CAM category
27 entitled “General repairment” shall include maintenance to fencing and signs,
28 the cost of upkeep and maintenance of plumbing, electrical, mechanical, or

1 other installations, equipment, and systems for providing utilities and services
2 to tenants, and reasonable reserves. The CAM fees shall further include the
3 actual cost of property taxes attributable to Lessor (except that Lessee shall
4 not be responsible for reimbursing Lessor for any interest, penalties, or
5 charges due to Lessor's late payment of, or failure to pay, such property
6 taxes). The parties agree to discuss and deal in good faith if there are other
7 Shopping Center operating and maintenance costs not identified above and
8 in Exhibit F that Lessor believes should be included in the CAM costs.

9 A. Estimated Cost Statement - Excepting such statements would otherwise
10 have been due before the date of this Amendment No. 1, on or before
11 November 16 of each calendar year during the Term, Lessor shall deliver
12 to Lessee a written statement ("Estimated Cost Statement") itemizing
13 each of the estimated amounts that constitute Additional Rent, based on
14 such itemized amounts for such year. The Estimated Cost Statement
15 shall be provided in a format similar to Exhibit F and F-1, and delivered
16 (or emailed) to Lessee, pursuant to Section 26 hereof, at the following
17 address:

18 County of Fresno (L-083)
19 Director of Internal Services
20 333 W. Pontiac Way
21 Clovis, CA 93612
22 ISDContracts@FresnoCountyCA.gov

23 B. Actual Cost Statement - Within one hundred fifty (150) calendar days
24 after the end of each year during the Term, Lessor shall deliver to Lessee
25 at the address specified in Section 3.A hereof, a written statement
26 ("Actual Cost Statement") itemizing the total actual amount of the
27 Additional Rent for such year. Copies of all supporting documents for
28 each of such items of the Additional Rent can be made available upon

1 reasonable request. If the total amount of the Actual Costs Statement is
2 less than the amount of the Estimated Cost Statement for the relevant
3 year, Lessor shall have the option to either apply the overpayment
4 against Lessee's future payments or refund the amount overpaid to
5 Lessee within thirty (30) calendar days after the date that Lessor
6 delivered the Actual Cost Statement to Lessee. If the total amount of the
7 Actual Costs Statement is more than the amount of the Estimated Cost
8 Statement for the relevant year ("Excess Costs"), Lessee shall pay such
9 Excess Costs to Lessor within thirty (30) calendar days after its receipt of
10 the Actual Cost Statement, except that (a) to the extent that the Excess
11 Costs are more than twenty-five percent (25%) of the Estimated Cost
12 Statement for the relevant year ("Excess Costs Above 25%"), or (b) if
13 Lessee has requested, but not received, supporting documents for any
14 Excess Costs within thirty (30) calendar days thereafter ("Excess Non-
15 Documented Costs"), Lessee shall not be obligated to pay Excess Costs
16 Above 25%, or Excess Non-Documented Costs, unless and until Lessor
17 provides substantiating documentation. The Parties shall attempt in good
18 faith to resolve any disagreement regarding the Actual Cost Statement
19 within sixty (60) calendar days of the date that Lessor delivers the Actual
20 Cost Statement to Lessee (or the later date that Lessor provides any
21 additional documentation), provided however, if Lessee continues to
22 disagree with Lessor, Lessee shall pay the disputed amounts promptly
23 following the end of such sixty (60) calendar day period (or the later date
24 that Lessor provides any additional documentation), but such payment, or
25 lack thereof, shall be subject to Lessor or Lessee's rights to pursue any
26 remedy allowed by law with respect to such disputed amount.

27 C. Approval - As to Lessee, any one of the following is hereby authorized to,
28 and may individually, give any comment on, or approval or disapproval of,

1 any amounts charged or to be charged by Lessor under Sections 4.5 and
2 4.6 hereof and to participate in any attempt to resolve any disputed
3 amount with Lessor: Lessee's County Administrative Officer or his or her
4 designee; or Lessee's Director of Internal Services/CIO of the Internal
5 Services Department, or his or her designee ("Lessee's Director of
6 ISD/CIO").

7 Such amendment shall also include the addition of Exhibit E describing the Shopping Center.

8 3. The first paragraph of Section 6 of the Lease, entitled "Maintenance", is deleted
9 in its entirety and replaced with the following:

10 "6. MAINTENANCE – Lessor shall maintain and keep the Premises in good order,
11 condition, and repair, and in good sanitary condition, including, but not limited to, all exterior and
12 interior maintenance and repair of: HVAC systems, plumbing systems, electrical systems,
13 interior and exterior lighting, including ballasts, fire sprinkler systems and alarms, bird and pest
14 control, mechanical systems, roof, landscape, parking lot, and parking lot lighting. Lessor is also
15 responsible for the structural condition of the Building on the Premises, and agrees that the
16 Building will always be maintained in a condition acceptable for the Lessee's intended use of the
17 Premises. This will include exterior and interior painting as needed due to normal wear and tear.
18 Lessor covenants that the Premises shall be maintained in substantially the same condition as
19 that existing at the commencement of this Lease, normal wear and tear excepted. The costs of
20 such maintenance shall be included as CAM costs."

21 The second paragraph of Section 6 shall remain the same.

22 4. Section 26 of the Lease, entitled "Notices," is deleted in its entirety and replace
23 with the following:

24 "26. NOTICES - The persons and their addresses having authority to give and receive
25 notices under this Lease including the following:

26 LESSEE:
27 County of Fresno
28 Director of Internal Services
333 W. Pontiac Way
Clovis, CA 93612
(559) 600-6200

1 ISDContracts@FresnoCountyCA.gov

2 LESSOR:

3 Sage Kings Fresno, LLC
4 301 Commerce Street, Suite 3200
5 Fort Worth, TX 76102
6 Attn: Mark Franklin
7 817-332-9500
8 nnn@triplenetfinancial.com

9 With Copy to:

10 Sage Investco Deux, LLC
11 4350 Von Karman Ave, #200
12 Newport Beach, CA 92660
13 ATTN: Patrick Charriou
14 Tel: 949-954-6100
15 Patrick@SageInvestco.com”

16 5. Section 31 of the Lease, entitled “Estoppel Certificate,” is deleted in its entirety
17 and replace with the following:

18 “31. ESTOPPEL CERTIFICATE – Lessee shall, at any time upon not less than twenty
19 (20) calendar days’ prior request by Lessor, execute, acknowledge, and deliver to
20 Lessor a written estoppel certificate, in the form as attached in Exhibit B, which is
21 attached hereto and incorporated herein by this reference, or such other form as
22 Lessor may reasonably require. Any such statement delivered pursuant to this Section
23 31 may be relied upon by third persons, including a prospective purchaser or
24 encumbrancer of the Premises. Lessee’s Director of Internal Services (ISD)/Chief
25 Information Officer (CIO) shall be authorized to execute the estoppel certificate on
26 behalf of Lessee. However, Lessor acknowledges that Lessee’s Director of ISD/CIO
27 may desire for Lessee’s Board of Supervisors to act on behalf of Lessee with respect
28 to any requested approval of any estoppel certificate on behalf of Lessee, which shall
be upon a regularly scheduled meeting of Lessee’s Board of Supervisors within the
foregoing twenty (20) calendar day, time limit. Lessee’s failure to execute and deliver
the estoppel certificate within twenty (20) calendar days after Lessee’s receipt of
Lessor’s written request therefor, which shall be delivered to Lessee in the same

1 manner as providing notices under Section 26 hereof, shall be conclusive upon Lessee
2 that this Lease is in full force and effect and without modification, that there are no
3 uncured defaults in Lessor's performance, that not more than one month's Rent has
4 been paid in advance, provided however, if Lessor subsequently requests Lessee to
5 deliver an estoppel certificate, and Lessee timely does so under this Section 31, then
6 such subsequently delivered estoppel certificate shall supersede such conclusive
7 result upon Lessee, and such conclusive result shall have no force or effect against
8 Lessee. "

9 6. Section 32 of the Lease, entitled "Subordination and Attornment," is deleted in its
10 entirety and replaced with the following:

11 "32. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT, AND ESTOPPEL - At
12 Lessor's option, this Lease shall be subordinated to any mortgage or deed of trust which
13 shall upon or after Effective Date be recorded against the Premises, provided that
14 Lessor and Lessee first execute and enter into a Subordination, Non-Disturbance,
15 Attornment, and Estoppel Agreement ("SNDA") substantially in the form as in Exhibit C
16 or such other form as Lessor and Lessor's lender may reasonably require, provided that
17 any deviations from such form of the SNDA in Exhibit C do not impair Lessee's rights or
18 unreasonably burden Lessee's obligations that are set forth in Exhibit C, and Lessor
19 records any such future SNDA against the real property where the Premises are located,
20 and provides a copy of such recorded SNDA to Lessee. Lessee's Director of ISD/CIO is
21 hereby authorized by Lessee to approve and enter into the SNDA on behalf of Lessee
22 upon such terms and conditions set forth in Exhibit C or such other form as Lessor and
23 Lessor's lender may reasonably require, along with any revisions thereto that he or she
24 determines to be in the best interest of Lessee, provided that the SNDA shall, prior to
25 Lessee's Director of ISD/CIO's execution thereof, be subject to approval as to legal form
26 by Lessee's legal counsel)."

27 7. Section 34 of the Lease, entitled "Entire Agreement," is deleted in its entirety and
28 replaced with the following:

1 "34. ENTIRE AGREEMENT -This Lease constitutes the entire agreement between the
2 Lessor and the Lessee with respect to the subject matter hereof and supersedes all
3 previous Lease negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature whatsoever unless expressly included in
5 this Lease. In the event of any inconsistency in interpreting the documents which
6 constitute this Lease, the inconsistency shall be resolved by giving precedence in the
7 following order of priority: (1) the text of this Amendment No. 1; (2) the Lease including
8 Exhibits A through D and (3) Exhibits A through D."

9 8. Section 35 is added to the Lease as follows:

10 "35. RECORDATION OF MEMORANDUM OF LEASE – The Parties shall, at the same
11 time they execute this Lease, also execute a Memorandum of Lease in the form of the
12 document attached as Exhibit D, which is incorporated herein by this reference, with the
13 legal description shown as Exhibit 1to the Memorandum of Lease – Legal Description.
14 Lessee’s Director of ISD/CIO shall be authorized to execute the Memorandum of Lease
15 on behalf of Lessee, subject to approval as to legal form by Lessee’s legal counsel.
16 Lessee shall be authorized to immediately record the executed Memorandum of Lease
17 against the Premises in the Office of the Fresno County Recorder. The Parties shall
18 cause their respective signatures on the Memorandum of Lease to be notarized to
19 facilitate recordation thereof.”

20 9. Section 36 is added to the Lease as follows:

21 "36. REINSTATEMENT OF LEASE – Notwithstanding the expiration of the Term on
22 March 31, 2024, Lessor and Lessee agree that the Lease is hereby reinstated and the
23 Lease’s term so reinstated shall be deemed extended from March 31, 2024, pursuant to
24 the execution of the First Amendment. Lessor and Lessee shall continue their
25 obligations under the Lease as amended as though there was no lapse in the Lease
26 Term. Lessor’s agreement to continue the Lease despite the failure to renew shall be
27 deemed adequate consideration for the rent specified in Exhibit A as specified in this
28 Amendment.”

1 10. Section 37 is added to the Lease as follows:

2 “37. IMPROVEMENTS TO THE PREMISES - LESSOR shall pay for up to twelve
3 thousand dollars (\$12,000.00) toward the remodel of existing bathrooms on the
4 Premises in cooperation with Tenant. These improvements shall be made in compliance
5 with Section 9, herein.”

6 11. The table at Exhibit A to the Lease is deleted and replaced with the following:

7

Rent Effective Date	Monthly Rent
April 1, 2022	\$ 16,229.70
April 1, 2023	\$ 16,554.29
April 1, 2024	\$ 20,658.69
April 1, 2025	\$ 21,278.45
April 1, 2026	\$ 21,918.05
April 1, 2027	\$ 22,575.59
April 1, 2028	\$ 23,254.17

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13 12. Each signatory hereto represents and warrants to the other that:

- 14
- 15 a. He or she is duly authorized and empowered to sign and perform its
16 obligations under this Amendment.
 - 17 b. The individual signing this Amendment is duly authorized to do so and his or
18 her signature on this Amendment legally binds the indicated party to the
19 terms of this Amendment.

20 13. The parties agree that this Amendment may be executed by electronic signature as
21 provided in this section.

- 22
- 23 c. An “electronic signature” means any symbol or process intended by an
24 individual signing this Amendment to represent their signature, including but
25 not limited to (1) a digital signature; (2) a faxed version of an original
26 handwritten signature; or (3) an electronically scanned and transmitted (for
27 example by PDF document) version of an original handwritten signature.
 - 28 d. Each electronic signature affixed or attached to this Amendment (1) is
deemed equivalent to a valid original handwritten signature of the person
signing this Amendment for all purposes, including but not limited to

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evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

- e. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- f. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- g. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

14. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

15. The Lease as previously amended and as amended by this Amendment No. 1 is ratified and continued. All provisions of the Lease as previously amended and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

SAGE KINGS FRESNO, LLC,
a California limited liability company
By: Acquisition Vehicle Texas X, LLC,
Its Manager
By: Arthur Holdings, LLC,
A Texas limited liability company
Its Manager

By: Mark Franklin
Mark Franklin
Authorized Signatory

By: Patrick W. Dunne
Patrick W. Dunne
Authorized Signatory

COUNTY OF FRESNO

Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman
of the Board of Supervisors of the
County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of
California

By: Hannah
Deputy

For accounting use only:
Org No.: 75112031
Account No.: 7887
Fund No.: 0107
Subclass No.: 10000

EXHIBIT A

Rent Effective Date	Monthly Rent
April 1, 2022	\$ 16,229.70
April 1, 2023	\$ 16,554.29
April 1, 2024	\$ 20,658.69
April 1, 2025	\$ 21,278.45
April 1, 2026	\$ 21,918.05
April 1, 2027	\$ 22,575.59
April 1, 2028	\$ 23,254.17

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EXHIBIT B
Form of Estoppel Certificate

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FORM OF ESTOPPEL CERTIFICATE
TENANT ESTOPPEL CERTIFICATE

To _____:

The County of Fresno hereby certifies as follows as of _____, 2020:

1. The County of Fresno is the Tenant under that certain Lease Agreement dated _____, 20__ (the "Lease") by and between _____ ("Landlord") and County of Fresno ("Tenant"), pursuant to which Tenant leases real property at _____, which includes a building containing approximately _____ square feet of rentable office space ("Building"), together with related improvements, and an adjacent paved parking lot at _____, and which contains ___ (__) paved parking stalls, __ (__) of which are paved Accessible Stalls ("Parking Area"), and associated landscaping, as described in _____ (the Building and the Parking Area shall be referred to collectively as the "Premises").

2. Except as specified in Exhibit 1 hereto, the Lease has not been modified, changed, altered, supplemented, or amended in any respect.

3. A true, correct, and complete copy of the Lease, with all applicable modifications, changes, alterations, supplements, or amendments (if any) is attached hereto as Exhibit 1.

4. The Lease is in full force and effect on the date hereof. The Lease represents the entire agreement between Landlord and Tenant with respect to the Premises.

5. Except as provided in the Lease, to the best of Tenant's knowledge, Tenant is not entitled to, and has made no agreement with Landlord concerning, partial rent, rebate of rent payments, credit or offset or reduction in rent. Tenant has not made any agreement with Landlord or its agents or employees concerning free rent.

6. The Lease term began on _____, 20__ (the "*Commencement Date*") and the termination date is _____, 20__. Tenant has accepted possession of, and currently occupies the entire Premises. Tenant has not sublet all or a portion of the Premises to any sublessee and has not assigned, transferred, or encumbered any of its rights or interests under the Lease.

7. The current fixed monthly rent payable under the Lease is \$____. This amount is due on the 1st of each month during the current, _____ year of the Lease, and is currently paid

1 through _____, 20___. No such rent (excluding security deposits) has been paid more than
2 one (1) month in advance of its due date.

3 8. Tenant's security deposit is \$0.00.

4 9. To the best of Tenant's knowledge, no event has occurred and no condition exists
5 that constitutes, or that with the giving of notice or the lapse of time or both, would constitute, a
6 default by Tenant or, to the best knowledge of Tenant, Landlord under the Lease.

7 10. The address for notices to be sent to Tenant is as set forth in the Lease.

8 11. Tenant is the owner and holder of all right, title and interest in the leasehold estate
9 created by the Lease.

10 12. Tenant Acknowledges that Landlord directs that all payments of Basic Rent and any
11 Additional Rent payable by Tenant to Landlord under the Lease be payable thereunder, when,
12 and as due, to Landlord at the following address:

13 Sage Kings Fresno, LLC

14 301 Commerce Street, Suite 3200

15 Fort Worth, TX 76102

16 13. The undersigned is duly authorized to execute this Certificate on behalf of Tenant.

17 Dated: _____, 202__

18
19 **TENANT:**

20 THE COUNTY OF FRESNO

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24 By: _____

25 Name: Ed Hill

26 Title: Interim Director of Internal Services/Chief
27 Information Officer

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EXHIBIT 1
[Complete Copy of Lease]

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EXHIBIT C
Form of Subordination, Non-Disturbance, Attornment, and Estoppel Agreement

1 **RECORDING REQUESTED BY**
2 **AND WHEN RECORDED RETURN TO:**

3 SINGLE BOX CALI, L.P.
4 301 Commerce, Suite 3200
5 Fort Worth, Texas 76102
6 Attention: Loan Reporting Department
7

8 SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN AGREEMENT

9 **NOTICE:** THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMEN
10 AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF
11 LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY AGREEMENT.

12 **NOTICE:** THIS AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON
13 OBLIGATED ON YOUR LEASE AS LANDLORD TO OBTAIN A LOAN, SOME OR ALL OF WHICH
14 MAY BE EXPENDED FOR PURPOSES OTHER THAN ACQUISITION OR IMPROVEMENT OF THE
15 PROPERTY.

16 This SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN AGREEMENT (this
17 "**Agreement**") is entered into as of [_____] [____], 2024 (the "**Effective Date**"), between SINGLE BOX
18 CALI, L.P., a Texas limited partnership ("**Lender**"), whose address is 301 Commerce Street, Suite 3200,
19 Fort Worth, Texas 76102, COUNTY OF FRESNO, a political subdivision of the State of California
20 ("**Tenant**"), whose address is [_____] [____], and SAGE KINGS FRESNO, LLC, a California
21 limited liability company (collectively, "**Borrower**"), whose address is 301 Commerce Street, Suite 3200,
22 Fort Worth, Texas 76102 ("**Landlord**"), with reference to the following facts:

23 A. Landlord owns the real property described in Exhibit A attached hereto (such real property,
24 including all buildings, improvements, structures and fixtures located thereon, "**Landlord's Premises**").

25 B. Lender has made a loan to Landlord (the "**Loan**"), all as provided in and subject to the
26 terms and conditions set forth in the Loan Documents (as hereinafter defined).

27 C. To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that
28 certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents dated August 2,
2024, in favor of Casey Sullivan, as Trustee for the benefit of Lender as beneficiary (as amended, increased,
renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time,
"**Mortgage**") recorded in the Official Records of Fresno County, California (the "**Official Records**") on
August 2, 2024 as Document No. 2024-0069703.

D. Pursuant to a Lease Agreement, dated as of March 22, 2022, as amended by Amendment
No. 1 to Lease Agreement dated [_____] [____], 2024 (as may be further amended, modified, extended,
supplemented, or restated from time to time, the "**Lease**"); Landlord demised to Tenant a portion of
Landlord's Premises ("**Tenant's Premises**"). Tenant's Premises are described as 18,033 of square feet of
building space and adjacent parking stalls, located at 5566 E. Kings Canyon Road, Fresno, CA 93727.

1 G. Tenant and Lender desire to agree upon the relative priorities of their interests in
2 Landlord's Premises and their rights and obligations if certain events occur.

3 **NOW, THEREFORE**, for good and sufficient consideration and intending to be legally bound
4 hereby, Tenant and Lender agree:

5 **Definitions.** The following terms shall have the following meanings for purposes of this
6 Agreement.

7 "**Civil Asset Forfeiture Reform Act**" means the Civil Asset Forfeiture Reform Act of 2000 (18
8 U.S.C. Sections 983 et seq.), as amended from time to time, and any successor statute.

9 "**Construction-Related Obligation(s)**" means any obligation of Landlord under the Lease to make,
10 pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's
11 Premises, including Tenant's Premises. Construction-Related Obligations shall not include: (a)
12 reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and
13 repairs.

14 "**Controlled Substances Act**" means the Controlled Substances Act (21 U.S.C. Sections 801 et
15 seq.), as amended from time to time, and any successor statute.

16 "**Foreclosure Event**" means: (a) foreclosure under the Mortgage, whether by judicial action or
17 pursuant to nonjudicial proceedings; (b) any other exercise by Lender of rights and remedies (whether under
18 the Mortgage or under applicable Law, including bankruptcy law) under the Loan Documents and/or the
19 Mortgage, as a result of which any Successor Landlord becomes owner of Landlord's Premises; or (c)
20 delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord's
21 interest in Landlord's Premises in lieu of any of the foregoing.

22 "**Former Landlord**" means Landlord and any other party that was landlord under the Lease at any
23 time before the occurrence of any attornment under this Agreement.

24 "**Governmental Authority**" or "**Governmental Authorities**" means the government of the United
25 States or any other nation, or of any political subdivision thereof, whether state or local, and any agency,
26 authority, instrumentality, regulatory body, court, central bank or other entity exercising executive,
27 legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

28 "**Law**" or "**Laws**" means, collectively, all international, foreign, federal, state and local statutes,
treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or
authorities, including the interpretation or administration thereof by any Governmental Authority charged
with the enforcement, interpretation or administration thereof by any Governmental Authority charged with
the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed
duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority,
in each case whether or not having the force of law. With respect to Tenant and the Tenant Premises, "**Law**"
or "**Laws**" includes all Laws pertaining to the construction, sale, leasing or use of the improvements and to
access and facilities for handicapped or disabled persons.

"**Loan Documents**" mean the Mortgage and any other document now or hereafter evidencing,
governing, securing or otherwise executed in connection with the Loan, including any promissory note
and/or loan agreement, pertaining to the repayment or use of the Loan proceeds or to any of the real or
personal property, or interests therein, securing the Loan, as such documents or any of them may have
been

1 or may be from time to time hereafter renewed, extended, supplemented, increased or modified. This
2 Agreement is a Loan Document.

3 “**Offset Right**” means any right or alleged right of Tenant to any offset, defense (other than one
4 arising from actual payment and performance, which payment and performance would bind a Successor
5 Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against
6 Tenant’s payment of Rent or performance of Tenant’s other obligations under the Lease, arising (whether
7 under the Lease or other applicable Law) from Landlord’s breach or default under the Lease.

8 “**Rent**” means any fixed rent, base rent or additional rent under the Lease.

9 “**Successor Landlord**” means any party that becomes owner of Landlord’s Premises as the result
10 of a Foreclosure Event.

11 “**Termination Right**” means any right of Tenant to cancel or terminate the Lease or to claim a
12 partial or total eviction arising (whether under the Lease or under applicable Law) from Landlord’s breach
13 or default under the Lease.

14 **Subordination.** The Lease, including all rights of first refusal, purchase options and other rights
15 of purchase, shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien and
16 security interest imposed by the Mortgage and the right to enforce such lien or security interest, and all
17 advances made under or secured by the Loan Documents. Tenant hereby intentionally and unconditionally
18 subordinates the Lease and all of Tenant’s right, title and interest thereunder and in and to Landlord’s
19 Premises (including Tenant’s right, title and interest in connection with any insurance proceeds or eminent
20 domain awards or compensation relating to Landlord’s Premises and Tenant’s right to receive and retain
21 any rentals or payments made under any sublease or concession agreement of or relating to any portion of
22 Tenant’s Premises), to the lien of the Mortgage and all of Lender’s rights and remedies thereunder, and
23 agrees that the Mortgage shall unconditionally be and shall at all times remain a lien on Landlord’s Premises
24 prior and superior to the Lease. Notwithstanding anything to the contrary in this Agreement, the loan
25 from Lender to Landlord(1) shall be secured only by the Loan Documents, and any and all
26 extensions, renewals, modifications or replacements thereof, and (2) shall not have any cross-default
27 provision (such that if Landlord defaults under the loan or any other agreement with Lender, such default
28 shall also be a default under such other agreement or the loan, as applicable) relating to any other loan
or agreement to which Landlord may be a party or otherwise obligated.

Nondisturbance; Recognition; and Attornment.

No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been
terminated on account of Tenant’s default that has continued beyond applicable cure periods (an “**Event of
Default**”), Lender shall not name or join Tenant as a defendant in any judicial action or proceeding that is
commenced pursuant to the exercise of Lender’s rights and remedies arising upon a default by Landlord
under the Mortgage unless (a) applicable Law requires Tenant to be made a party thereto as a condition to
proceeding against Landlord or in order to prosecute or otherwise fully enforce such rights and remedies;
or (b) such joinder of Tenant is required for the recovery by Lender of any Rent at any time owing by
Tenant under the Lease, whether pursuant to the assignment of rents set forth in the Mortgage or otherwise;
or (c) such joinder is required in order to enforce any right of Lender to enter Landlord’s Premises for the
purpose of making any inspection or assessment, or in order to protect the value of Lender’s security
provided by the Mortgage. In any instance in which Lender is permitted to join Tenant as a defendant as
provided above, Lender agrees not to terminate the Lease or otherwise adversely affect Tenant’s rights
under the Lease or this Agreement in or pursuant to such action or proceeding, unless an Event of Default

1 by Tenant has occurred and is continuing. The foregoing provisions of this Section shall not be construed
2 in any manner that would prevent Lender from (i) carrying out any nonjudicial foreclosure proceeding
3 under the Mortgage, or (ii) obtaining the appointment of a receiver for the Landlord's Premises as and when
4 permitted under applicable Law, or (iii) exercising Lender's rights with respect to the enforcement against
5 Tenant of any assignment of rents made by Landlord to Lender in connection with the Loan.

6 **Nondisturbance and Attornment.** If the Lease has not been terminated on account of an Event
7 of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor
8 Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except
9 in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to
10 Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant
11 shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by
12 this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with
13 its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

14 **Use of Proceeds.** Lender, in making any advances of the Loan pursuant to any of the Loan
15 Documents, shall be under no obligation or duty to, nor has Lender represented to Tenant that it will, see
16 to the application of such proceeds by the person or persons to whom such advances are disbursed, and any
17 application or use of such proceeds for purposes other than those provided for in any Loan Document shall
18 not defeat Tenant's agreement to subordinate the Lease in whole or in part as set forth in this Agreement.

19 **Further Documentation.** The provisions of this Article shall be effective and self-operative
20 without any need for Successor Landlord or Tenant to execute any further documents. Tenant and
21 Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either
22 of them.

23 **Default Under Mortgage.** In the event that Lender notifies Tenant of a default under the Mortgage
24 and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant
25 shall honor such demand and pay the full amount of any unpaid rent for the current month and all other
26 sums owing for the current month under the Lease directly to Lender, and subject to Sections 16 (Non-
27 Funding Termination) and 17 (Remedies/No Acceleration of Future Rent or Other Payments/Amounts) of
28 the Lease. The consent and approval of Landlord to this Agreement shall constitute an express authorization
for Tenant to make such payments to Lender and a release and discharge of all liability of Tenant to
Landlord for any such payments made to Lender in compliance with Lender's written demand. In addition,
Tenant and Landlord hereby covenants and agrees that notwithstanding anything contained in the Lease to
the contrary, Landlord authorizes Tenant and Tenant covenants and agrees that, upon receiving any notice
from Lender that a default or event of default has occurred under the Mortgage, to communicate with Lender
with regards to all matters concerning the Lease, including providing Lender copies of all communications
received by Tenant from Landlord with respect to the Lease.

Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the
Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former
Landlord relating to any event or occurrence before the date of attornment, including any claim for damages
of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of
attornment. (The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord
any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, or
(b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and
violate Successor Landlord's obligations as landlord under the Lease.)

1 **Acts or Omissions of Former Landlord.** Any act, omission, default, misrepresentation, or breach
2 of warranty, of any previous landlord (including Former Landlord) or obligations accruing prior to
3 Successor Landlord's actual ownership of the Landlord's Premises.

3 **Prepayments.**

4 **No Prepaid Rent.** No deposits or prepayments of rent have been made by Tenant in
5 connection with the Lease.

6 **Payment; Security Deposit.** Any obligation (a) to pay Tenant any sum(s) that any Former
7 Landlord owed to Tenant, or (b) with respect to any security deposited with Former Landlord, unless such
8 security was actually delivered to Lender. This Section is not intended to apply to Landlord's obligation to
9 make any payment that constitutes a Construction-Related Obligation.

9 **Modification; Amendment; or Waiver.** Any modification or amendment of the Lease, or any
10 waiver of any terms of the Lease, made without Lender's written consent.

10 **Surrender; Etc.** Any consensual or negotiated surrender, cancellation, or termination of the Lease,
11 in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant
12 pursuant to the express terms of the Lease.

12 **Construction-Related Obligations.** Any Construction-Related Obligation of Landlord under the
13 Lease.

14 **Exculpation of Successor Landlord.** Notwithstanding anything to the contrary in this Agreement
15 or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been
16 automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall
17 never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's
18 Premises from time to time, including insurance and condemnation proceeds, Successor Landlord's interest
19 in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises by Successor
20 Landlord (collectively, "**Successor Landlord's Interest**"). Tenant shall look exclusively to Successor
21 Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of
22 Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment
23 against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and
24 Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns)
25 to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other
26 assets of Successor Landlord. In addition to any limitation of liability set forth in this Agreement, Lender
27 and/or its successors and assigns shall under no circumstances be liable for any incidental, consequential,
28 punitive, or exemplary damages.

23 **Lender's Right to Cure.**

24 **Notice to Lender.** Notwithstanding anything to the contrary in the Lease or this Agreement, before
25 exercising any Termination Right, Tenant shall provide Lender with notice of the breach or default by
26 Landlord giving rise to same (the "**Default Notice**") and, thereafter, the opportunity to cure such breach or
27 default as provided for below.

27 **Lender's Cure Period.** After Lender receives a Default Notice, Lender shall have a period of
28 thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default
by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not

1 curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise
2 in writing.

3 **Extended Cure Period.** In addition, as to any breach or default by Landlord the cure of which
4 requires possession and control of Landlord's Premises, provided only that Lender undertakes to Tenant by
5 written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable
6 efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this
7 Section, Lender's cure period shall continue for such additional time (the "**Extended Cure Period**") as
8 Lender may reasonably require to either (a) obtain possession and control of Landlord's Premises and
9 thereafter cure the breach or default with reasonable diligence and continuity, or (b) obtain the appointment
10 of a receiver and give such receiver a reasonable period of time in which to cure the default.

11 **Miscellaneous.**

12 **Notices.** All notices or other communications required or permitted under this Agreement shall be
13 in writing and given by certified mail (return receipt requested) or by nationally recognized overnight
14 courier service that regularly maintains records of items delivered. Each party's address is as set forth in
15 the opening paragraph of this Agreement, subject to change by notice under this Section. Notices shall be
16 effective the next business day after being sent by overnight courier service, and five (5) business days after
17 being sent by certified mail (return receipt requested).

18 **Successors and Assigns.** This Agreement shall bind and benefit the parties, their successors and
19 assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Mortgage, then upon
20 delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all
21 obligations under this Agreement, all liability of the assignor shall terminate.

22 **Entire Agreement.** This Agreement constitutes the entire agreement between Lender and Tenant
23 regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and
24 Lender as to the subject matter of this Agreement.

25 **Lender's Rights and Obligations.** Except as expressly provided for in this Agreement, Lender
26 shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this
27 Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby
28 affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement
shall be governed by and construed under the internal laws of the State of California, excluding its principles
of conflict of laws. Venue for any action arising out of or relating to this Lease shall be in Fresno County,
California.

Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions
waived, only by a written instrument executed by the party to be charged.

Execution. This Agreement may be executed in any number of counterparts, each of which shall
be deemed an original and all of which together shall constitute one and the same instrument.

Lender's Representation. Lender represents that Lender has full authority to enter into this
Agreement, and Lender's entry into this Agreement has been duly authorized by all necessary actions.

Reliance by Lender. Tenant acknowledges the right of Lender (as well as any Successor
Landlord) to rely upon the certifications and agreements in this Agreement in making the Loan to
Landlord.

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1 IN WITNESS WHEREOF, this Agreement has been duly executed by Lender and Tenant as of the
2 Effective Date.

3 LENDER:

4 **SINGLE BOX CALI, L.P.,**
5 a Texas limited partnership

6 By: ANOTHER BOX, LLC,
7 a Texas limited liability company
8 Its General Partner

9 By: ARTHUR HOLDINGS, LLC,
10 a Texas limited liability company
11 Its Manager

12 By: _____
13 Mark Franklin
14 Authorized Signatory

15 By: _____
16 Patrick W. Dunne
17 Authorized Signatory

18 STATE OF TEXAS §
19 COUNTY OF TARRANT §
20

21 This instrument was acknowledged before me on this ___ day of _____, 2024, by Mark
22 Franklin the Authorized Signatory of ARTHUR HOLDINGS, LLC, a Texas limited liability company,
23 Manager of ANOTHER BOX, LLC, a Texas limited liability company, as General Partner of SINGLE
24 BOX CALI, L.P., a Texas limited partnership on behalf of said limited liability companies and limited
25 partnership.

26 _____
27 Notary Public in and for the State of Texas

28 [SEAL/STAMP]

1 STATE OF TEXAS §

2 COUNTY OF TARRANT §

3
4 This instrument was acknowledged before me on this __ day of _____, 2024, by Patrick W.
5 Dunne the Authorized Signatory of ARTHUR HOLDINGS, LLC, a Texas limited liability company,
6 Manager of ANOTHER BOX, LLC, a Texas limited liability company, as General Partner of SINGLE
7 BOX CALI, L.P., a Texas limited partnership on behalf of said limited liability companies and limited
8 partnership.

Notary Public in and for the State of Texas

[SEAL/STAMP]

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1 IN WITNESS WHEREOF, this Agreement has been duly executed by Lender and Tenant as of the Effective
2 Date.

3 TENANT:

4 COUNTY OF FRESNO

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ACKNOWLEDGEMENT

CALIFORNIA CIVIL CODE §1189

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

STATE OF CALIFORNIA §

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COUNTY OF _____ §

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal/Stamp)
Notary Public, State of California

1 IN WITNESS WHEREOF, this Agreement has been duly executed by Lender and Tenant as of the
2 Effective Date.

3 LANDLORD:

4 **SAGE KINGS FRESNO, LLC,**
5 a California limited liability company

6 By Acquisition Vehicle Texas X, LLC,
7 Its Manager

8 By: Arthur Holdings, LLC,
9 a Texas limited liability company
10 Its Manager

11 By: _____
12 Mark Franklin
13 Authorized Signatory

14 By: _____
15 Patrick W. Dunne
16 Authorized Signatory

17
18 STATE OF TEXAS §

19 §

20 COUNTY OF TARRANT §

21 This instrument was acknowledged before me on this ___ day of _____, 2024, by
22 Mark Franklin the Authorized Signatory of ACQUISITION VEHICLE TEXAS X, LLC, a Texas
23 limited liability company, Manager of ARTHUR HOLDINGS, LLC, a Texas limited liability
24 company, as General Partner of SAGE KINGS FRESNO, LLC, a California limited liability
25 company on behalf of said limited liability companies and limited partnership.

26 _____
27 Notary Public in and for the State of Texas

28 [SEAL/STAMP]

1 STATE OF TEXAS §
2 COUNTY OF TARRANT §
3

4 This instrument was acknowledged before me on this ___ day of _____, 2024, by
5 Patrick W. Dunne the Authorized Signatory of ACQUISITION VEHICLE TEXAS X, LLC, a
6 Texas limited liability company, Manager of ARTHUR HOLDINGS, LLC, a Texas limited
7 liability company, as General Partner of SAGE KINGS FRESNO, LLC, a California limited
8 liability company on behalf of said limited liability companies and limited partnership.

9 [SEAL/STAMP] _____
10 Notary Public in and for the State of Texas

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EXHIBIT A

Description of Landlord's Premises

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EXHIBIT D
Memorandum of Lease

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1 RECORDING REQUESTED BY
2 AND WHEN RECORDED MAIL TO:

3 AND WHEN RECORDED MAIL TO:

4 County of Fresno
5 Director of Internal
6 Services/ Chief Information
7 Officer
8 333 W. Pontiac Way

FOR RECORDER'S USE ONLY

9
10 EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTIONS 27383
11 AND 27388.1(a)(2)(D)(AB 110, SB 2) AND DOCUMENTARY TRANSFER TAX
12 PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.
13

14 **MEMORANDUM OF LEASE**

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16 THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into this ___ day of
17 _____, 2024, by and between the County of Fresno, a political subdivision of the State of
18 California ("County"), whose address as of the date hereof is 333 W. Pontiac Way, Clovis,
19 CA 93611, and Sage Kings Fresno, LLC, whose address is 4350 Von Karman #200,
20 Newport Beach, California 92660. Lessor represents, covenants, and warrants to Lessee
21 that Lessor is the sole fee owner of that certain improved real property located in Fresno
22 County, State of California, and having a street address of 5566 E. Kings Canyon Road,
23 Fresno, CA 93727 ("Real Property");

24 A. Lessor and Lessee entered into a certain Lease
25 Agreement of the same date as this Memorandum of Lease
26 ("Lease Agreement"), under which Lessor has agreed to lease
27 an area located on and constituting a portion of the Real
28 Property to the County and commonly described in Exhibit "1,"
attached and incorporated herein by this reference
("Premises"), and the County has leased such Premises from
the Lessor;

B. The term of the Lease Agreement is a potential term of
ten (10) years, commencing on April 1, 2022.

C. Pursuant to the terms and conditions of the Lease
Agreement, this Memorandum shall be recorded in the Official

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Records of the Fresno County Recorder with respect to the Real Property for the purpose of memorializing the existence of the Lease Agreement, the terms and conditions of which inure to the benefit of, and bind the Lessor, the County, and their respective successors and assigns.

D. This Memorandum of Lease does not constitute the Lease, and is only an abbreviated form containing a summary of only a few of the terms and conditions of the Lease. In the event there is any inconsistency between this Memorandum of Lease and the Lease, the terms of the Lease shall prevail over this Memorandum of Lease. Any third party interested in obtaining information about the Lease Agreement may contact the parties at the above-referenced addresses.

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

SAGE KINGS FRESNO, LLC,
a California limited liability company
By: Acquisition Vehicle Texas X, LLC,
Its Manager
By: Arthur Holdings, LLC,
A Texas limited liability company
Its Manager

By: _____
Mark Franklin
Authorized Signatory

By: _____
Patrick W. Dunne
Authorized Signatory

[Notary Attestation-Attached]

LESSEE:
COUNTY OF FRESNO

By: _____
Edward Hill, Interim Director
of Internal Services/Chief
Information Officer

[Notary Attestation-Attached]

1 **EXHIBIT 1 TO MEMORANDUM OF LEASE- LEGAL DESCRIPTION**

2 Real property in the unincorporated area of the County of Fresno, State of California,
3 described as follows:

4 LOT 2 OF TRACT NO. 1448, ROGERS CORNERS, ACCORDING TO THE MAP
5 THEREOF RECORDED IN BOOK 18, PAGE 9 OF PLATS, FRESNO COUNTY
6 RECORDS. TOGETHER WITH THAT PORTION OF THE LAND DESIGNATED AS
7 PARK ON THE MAP OF COUNTRY CLUB ESTATES, UNIT NO. 2, ACCORDING
8 TO THE MAP THEREOF RECORDED IN BOOK 12, PAGE 12 OF PLATS, FRESNO
9 COUNTY RECORDS, DESCRIBED AS FOLLOWS:

10 BEGINNING AT THE NORTHEAST CORNER OF LOT 102 AS SHOWN ON SAID
11 MAP; THENCE SOUTH 0° 12' EAST, ALONG THE EASTERLY LINE OF LOTS 102,
12 101, 100 AND THE SOUTHERLY PROLONGATION THEREOF, TO THE
13 NORTHWEST CORNER OF LOT 98; THENCE NORTH 89° 48' EAST, ALONG THE
14 NORTHERLY LINE OF LOTS 98, 97, 96 AND 95, TO THE NORTHEAST CORNER
15 OF SAID LOT 95; THENCE

16 NORTH 0° 12' EAST, 70 FEET; THENCE SOUTH 89° 48' WEST, 380 FEET TO A
17 POINT; THENCE NORTH 0° 12' WEST, PARALLEL WITH AND 70 FEET
18 EASTERLY OF THE EAST LINE OF LOTS 100, 101 AND 102, TO A POINT ON THE
19 EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 102; THENCE
20 WESTERLY, ALONG SAID EASTERLY PROLONGATION TO THE POINT OF
21 BEGINNING.

22 EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

23 BEGINNING AT THE NORTHEAST CORNER OF LOT 95 OF SAID COUNTRY
24 CLUB ESTATES, UNIT NO. 2; THENCE SOUTH 89° 48' 00" WEST, ALONG THE
25 NORTHERLY LINE OF LOTS 95, 96 AND 97 OF SAID COUNTRY CLUB ESTATES,
26 UNIT NO. 2, A DISTANCE OF 274.00 FEET; THENCE NORTH 00° 12' 00" WEST,
27 A DISTANCE OF 40.00 FEET; THENCE NORTH 89° 48' 00" EAST, A DISTANCE
28 OF 66.00 FEET; THENCE NORTH 00° 12' 00" WEST, A DISTANCE OF 200.00
29 FEET; THENCE SOUTH 89° 48' 00" WEST, A DISTANCE OF 20.00 FEET; THENCE
30 NORTH 00° 12' 00" WEST, A DISTANCE OF 86.00 FEET; THENCE NORTH 89° 48'
31 00" EAST, A DISTANCE OF 228.00 FEET TO A POINT ON THE MOST EASTERLY
32 LINE OF LOT 2 OF SAID TRACT NO. 1448; THENCE SOUTH 00° 12' 00" EAST,
33 ALONG THE MOST EASTERLY LINE OF SAID LOT 2 AND THE SOUTHERLY
34 PROLONGATION THEREOF, TO THE POINT OF BEGINNING.

35 THIS DESCRIPTION IS COMPLIANT WITH PROVISIONS OF THE SUBDIVISION
36 MAP ACT AS EVIDENCED BY THAT CERTAIN CERTIFICATE OF COMPLIANCE
37 NO. 99-23 (A) RECORDED FEBRUARY 05, 2001 AS INSTRUMENT NO. 2001-
38 0014385 OF OFFICIAL RECORDS OF SAID COUNTY.

39 APN: 472-060-30

1 **CALIFORNIA NOTARY ACKNOWLEDGEMENT**

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3 A notary public or other officer completing this certificate verifies only

4 the identity of the individual who signed the document to which this

5 certificate is attached, and not the truthfulness, accuracy, or validity of

6 that document.

7 State of California

8 County of _____

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10 On _____ before me, _____

11 (insert name and title of the officer), personally appeared

12 _____, who proved to me on the basis of

13 satisfactory evidence to be the person(s) whose name(s) is/are

14 subscribed to the within instrument and acknowledged to me that

15 he/she/they executed the same in his/her/their authorized capacity(ies),

16 and that by his/her/their signature(s) on the instrument the person(s), or

17 the entity upon behalf of which the person(s) acted, executed the

18 instrument.

19 I certify under PENALTY OF PERJURY under the laws of the State of

20 California that the foregoing paragraph is true and correct.

21 WITNESS my hand and official seal.

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23 Signature _____ (Seal)

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1 **CALIFORNIA NOTARY ACKNOWLEDGEMENT**

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3 A notary public or other officer completing this certificate verifies only

4 the identity of the individual who signed the document to which this

5 certificate is attached, and not the truthfulness, accuracy, or validity of

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7 State of California

8 County of _____

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10 On _____ before me, _____

11 (insert name and title of the officer), personally appeared

12 _____, who proved to me on the basis of

13 satisfactory evidence to be the person(s) whose name(s) is/are

14 subscribed to the within instrument and acknowledged to me that

15 he/she/they executed the same in his/her/their authorized capacity(ies),

16 and that by his/her/their signature(s) on the instrument the person(s), or

17 the entity upon behalf of which the person(s) acted, executed the

18 instrument.

19 I certify under PENALTY OF PERJURY under the laws of the State of

20 California that the foregoing paragraph is true and correct.

21 WITNESS my hand and official seal.

22

23 Signature _____ (Seal)

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1 **CALIFORNIA NOTARY ACKNOWLEDGEMENT**

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

6 State of California

7 County of _____

8

9 On _____ before me, _____ (insert
10 name and title of the officer), personally appeared
11 _____, who proved to me on the basis of
12 satisfactory evidence to be the person(s) whose name(s) is/are subscribed
13 to the within instrument and acknowledged to me that he/she/they executed
14 the same in his/her/their authorized capacity(ies), and that by his/her/their
15 signature(s) on the instrument the person(s), or the entity upon behalf of
16 which the person(s) acted, executed the instrument.

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

19 WITNESS my hand and official seal.

20

21 Signature _____ (Seal)

1 EXHIBIT E-1
2 LEGAL DESCRIPTION OF SHOPS

3 Real property in the unincorporated area of the County of Fresno, State of California,
4 described as follows:

5 LOT 2 OF TRACT NO. 1448, ROGERS CORNERS, ACCORDING TO THE MAP
6 THEREOF RECORDED IN BOOK 18, PAGE 9 OF PLATS, FRESNO COUNTY
7 RECORDS. TOGETHER WITH THAT PORTION OF THE LAND DESIGNATED AS
8 PARK ON THE MAP OF COUNTRY CLUB ESTATES, UNIT NO. 2, ACCORDING TO
9 THE MAP THEREOF RECORDED IN BOOK 12, PAGE 12 OF PLATS, FRESNO
10 COUNTY RECORDS, DESCRIBED AS FOLLOWS:

11 BEGINNING AT THE NORTHEAST CORNER OF LOT 102 AS SHOWN ON SAID MAP;
12 THENCE SOUTH 0° 12' EAST, ALONG THE EASTERLY LINE OF LOTS 102, 101, 100
13 AND THE SOUTHERLY PROLONGATION THEREOF, TO THE NORTHWEST
14 CORNER OF LOT 98; THENCE NORTH 89° 48' EAST, ALONG THE NORTHERLY LINE
15 OF LOTS 98, 97, 96 AND 95, TO THE NORTHEAST CORNER OF SAID LOT 95;
16 THENCE

17 NORTH 0° 12' EAST, 70 FEET; THENCE SOUTH 89° 48' WEST, 380 FEET TO A POINT;
18 THENCE NORTH 0° 12' WEST, PARALLEL WITH AND 70 FEET EASTERLY OF THE
19 EAST LINE OF LOTS 100, 101 AND 102, TO A POINT ON THE EASTERLY
20 PROLONGATION OF THE NORTH LINE OF SAID LOT 102; THENCE WESTERLY,
21 ALONG SAID EASTERLY PROLONGATION TO THE POINT OF BEGINNING.

22 EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

23 BEGINNING AT THE NORTHEAST CORNER OF LOT 95 OF SAID COUNTRY CLUB
24 ESTATES, UNIT NO. 2; THENCE SOUTH 89° 48' 00" WEST, ALONG THE
25 NORTHERLY LINE OF LOTS 95, 96 AND 97 OF SAID COUNTRY CLUB ESTATES,
26 UNIT NO. 2, A DISTANCE OF 274.00 FEET; THENCE NORTH 00° 12' 00" WEST, A
27 DISTANCE OF 40.00 FEET; THENCE NORTH 89° 48' 00" EAST, A DISTANCE OF 66.00
28 FEET; THENCE NORTH 00° 12' 00" WEST, A DISTANCE OF 200.00 FEET; THENCE
SOUTH 89° 48' 00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00° 12'
00" WEST, A DISTANCE OF 86.00 FEET; THENCE NORTH 89° 48' 00" EAST, A
DISTANCE OF 228.00 FEET TO A POINT ON THE MOST EASTERLY LINE OF LOT 2
OF SAID TRACT NO. 1448; THENCE SOUTH 00° 12' 00" EAST, ALONG THE MOST
EASTERLY LINE OF SAID LOT 2 AND THE SOUTHERLY PROLONGATION THEREOF,
TO THE POINT OF BEGINNING.

THIS DESCRIPTION IS COMPLIANT WITH PROVISIONS OF THE SUBDIVISION MAP
ACT AS EVIDENCED BY THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 99-23
(A) RECORDED FEBRUARY 05, 2001 AS INSTRUMENT NO. 2001-0014385 OF
OFFICIAL RECORDS OF SAID COUNTY.

APN: 472-060-30

EXHIBIT E-2



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<u>Unit</u>		
<u>Address</u>	<u>Square Footage</u>	<u>Percentage</u>
5542	1,111	3.36%
5544	1,426	4.31%
5556	1,793	5.42%
5558	2,444	7.39%
5560	2,780	8.41%
5562	2,780	8.41%
5564	2,684	8.12%
5566	18,033	54.56%
Total	33,051	100.00%

1 **Exhibit "F"**

2 **Estimated Year 1 Cost Breakdown of CAM Costs**

3 **(for illustrative purposes the following are estimates for calendar year 2024)**

4

<u>Cost Item</u>	<u>Estimated Total</u>	<u>Applicable</u>	<u>Estimated Annual</u>
		<u>CAM %*</u>	<u>Cost</u>
INSURANCE	<u>\$10,177.32</u>	%54.04	<u>\$5,499.82</u>
SECURITY	<u>\$18,000.00</u>	%54.04	<u>\$9,727.20</u>
ELECTRIC & GAS - common area lights	<u>\$22,993.79</u>	%54.04	<u>\$12,425.84</u>
IRRIGATION WATER	<u>\$5,881.21</u>	%54.04	<u>\$3,178.21</u>
JANITORIAL SERVICE	<u>\$8,000.00</u>	%54.04	<u>\$4,323.20</u>
TREE TRIMMING	<u>\$2,000.00</u>	%54.04	<u>\$1,080.80</u>
LANDSCAPE UPGRADES	<u>\$0.00</u>	%54.04	<u>\$0.00</u>
GARDENING SERVICES	<u>\$6,000.00</u>	%54.04	<u>\$3,242.40</u>
GARDENING SUPPLIES / REPAIRS	<u>\$0.00</u>	%54.04	<u>\$0.00</u>
IRRIGATION REPAIRS	<u>\$0.00</u>	%54.04	<u>\$0.00</u>
LOT SWEEPING	<u>\$4,000.00</u>	%54.04	<u>\$2,161.60</u>
LOT SEALING/STRIPING	<u>\$0.00</u>	%54.04	<u>\$0.00</u>
PRESSURE WASHING	<u>\$1,500.00</u>	%54.04	<u>\$810.60</u>
PEST CONTROL	<u>\$500.00</u>	%54.04	<u>\$270.20</u>
ROOFING - CLEANING/MAINTENANCE	<u>\$0.00</u>	%54.04	<u>\$0.00</u>
ELECTRICAL/LIGHTING	<u>\$N/A</u>	%54.04	<u>\$N/A</u>
GENERAL REPAIR/MAINT.	<u>\$7,000.00</u>	%54.04	<u>\$3,782.80</u>
PROPERTY MANAGEMENT	<u>\$16,000.00</u>	54.04	<u>8,646.40</u>

25 ***CAM Percentage subject to change depending on tenants directly paying or providing for certain services/costs.**

26 **LESSEE'S ESTIMATED PROPORTIONATE SHARE OF TOTAL ANNUAL EXPENSES:**

27 **\$55,149.07**

28 **LESSEE'S ESTIMATED PROPORTIONATE SHARE OF MONTHLY EXPENSES: \$4,595.76**

These costs will begin upon approval of this Amendment.