

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to Lease Agreement ("Amendment No. 1") is dated December 9, 2025 and is between Jeff Jue and Velvet Jue, as trustees of the Jeff & Velvet Jue Family Trust, dated August 10, 2011 (the "Jue Family Trust," collectively, "Lessor"), and the County of Fresno, a political subdivision of the State of California ("Lessee"). Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to such terms in the Lease, or other amendments to the Lease referenced herein,

Recitals

- A. On August 20, 2024, Lessor and Lessee entered into a Lease Agreement, which is County Agreement Number 24-465, for a lease of the Premises ("Lease"). The Lease provided for certain Lessor improvements to the Premises.
- B. The Lessee, on behalf of the Fresno County Library, in consultation with the Lessor, has identified additional improvements necessary for the function of the Premises, as a County library for the public.
- C. Based on the consultations between Lessee and Lessor as stated above, the parties now desire to amend the Lease to provide for Tenant Improvements.

The parties therefore agree as follows:

- 1. Section 1 of the Lease, entitled "Premises," and located at pages 1 and 2, lines 8 through 28 on Page 1 and lines 1 through 9 on Page 2 of the Lease is deleted in its entirety and replaced with the following:

"1. PREMISES

Lessor hereby leases to Lessee, pursuant to the terms and conditions of this Lease, the retail space at the location commonly known as 6074 N. 1st Street, Fresno CA 93710 (the "Building"), as depicted on the attached Exhibit "A," Site Plan, commencing upon Lessor's completion of 1) Lessor's Improvements (at Lessor's sole cost and expense, as defined in Section 8 hereof) and 2) Tenant Improvements (as defined in Section 44 hereof) to the Building and availability of the Building for Lessee's occupancy

1 under Section 3.1 hereof, together with associated landscaping therein (collectively, the "Premises"),
2 which Premises is located on the Real Property, as depicted in Exhibit "B," Legal Description, and all of
3 which is within that certain shopping center, as depicted on such Site Plan (the "Shopping Center").
4 Lessor represents, covenants, and warrants to Lessee that Lessor is the sole owner in fee title of the
5 Shopping Center (but excluding the parcels, buildings, and related parking stalls upon which the
6 Starbucks, Rally's and Sinclair station occupy as of the Effective Date (as defined in Section 3.1 hereof),
7 each depicted on such Site Plan as "Not Part of Center"). Lessee and its customers and invitees shall
8 also have the non-exclusive right to use all paved parking stalls, as depicted on such Site Plan, in the
9 Shopping Center for parking vehicles on and in such parking stalls provided that Lessor may, from time
10 to time, conduct temporary community activities on portions of the parking lot as long as such activities
11 do not substantially interfere with Lessee's and its customers' and invitees' use of the parking lot and the
12 Premises, and Lessor provides Lessee written notice of the date(s) and nature of the activity(ies) at least
13 20 days in advance thereof, and Lessee provides Lessor written notice of its approval of the activity(ies)
14 at least 10 days in advance of the activity(ies). As of the Effective Date, Lessor represents, covenants,
15 and warrants to Lessee that there are at least 360 paved parking stalls in the Shopping Center available
16 for such use. Lessor agrees to maintain at least 260 paved parking stalls in the Shopping Center
17 available for such use continuing thereafter throughout the Term (as defined in Section 3.1 hereof).
18 Lessor represents, covenants, and warrants to Lessee that the Building is a single-story building
19 measuring approximately 21,440 square feet, the footprint of which is shown in such Site Plan (the
20 "Building Square Footage"). Lessee acknowledges that the square footage of the Real Property or any
21 buildings referenced herein has not been independently verified and may vary slightly from any square
22 footages set forth in this Lease."
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26 2. Subsection 1.1 of the Lease, entitled "Compliance with Laws," and located at pages 2 and
27 3, lines 10 through 27 on Page 2 and lines 1 through 15 on Page 3 of the Lease is deleted
28 in its entirety and replaced with the following:

1 "1.1 Compliance with Laws. Lessor shall, at its sole cost and expense, comply with all applicable
2 federal, state, and local laws and regulations in the performance of its obligations under this Lease,
3 including, but not limited to, workers compensation, labor, and confidentiality laws and regulations.
4 Lessor represents, covenants, and warrants to Lessee that the Real Property including the Premises,
5 upon completion of both Lessor's Improvements (as defined in Section 8 hereof) and Tenant
6 Improvements (as defined in Section 44 hereof) to the Building, and continuing thereafter throughout
7 the Term (as defined in Section 3.1 hereof) shall be in compliance with all applicable federal, state and
8 local laws, ordinances and regulations, including but not limited to human occupancy and safety laws
9 and regulations, health and building codes. By way of example of the foregoing obligations of Lessor,
10 and not as a limitation on any of Lessor's obligations, herein, Lessor shall, with respect to the Real
11 Property, including the Premises, be solely responsible for all applicable seismic safety requirements
12 as set forth in the most current edition of the California Building Code (CBC) adopting the ICC
13 International Code Conference, Title 24 of the California Code of Regulations, and with respect to the
14 Premises, all applicable then-current requirements for accessibility by persons with disabilities,
15 including, but not limited to, the Americans With Disabilities Act (42 United States Codes, secs. 12101,
16 *et seq.*), and all related guidelines, standards, and regulations), and all applicable laws and regulations
17 concerning the presence of mold and mold contamination in buildings, and the presence of asbestos and
18 asbestos containing materials and in buildings. This Section 1.1 excludes any future improvements that
19 may be made by Lessee to the Premises. If, at any time during the Term (as defined in Section 3.1
20 hereof), Lessor receives notice of any inquiry, investigation, proceeding, or claim by any government
21 agency concerning the subject of this Section 1.1, Lessor shall (i) give Lessee written notice thereof,
22 including copies of any claims, notices of violation, reports, or other writings received by Lessor, within
23 five (5) calendar days after receiving such notice, or such related documents, (ii) shall promptly give
24 Lessee copies of any further correspondence, including notices received by Lessor or provided by
25 Lessor to such governmental agency concerning the subject thereof, and (iii) shall promptly take
26 corrective action to resolve such inquiry, investigation, proceeding, or claim by such government agency,
27 and promptly give Lessee notice upon the completion of such corrective action. Notwithstanding anything
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1 to the contrary in this Lease, any approval by Lessee of any of Lessor's Improvements (as defined in
2 Section 8 hereof) and any of the Tenant Improvements (as defined in Section 44 hereof) to produce the
3 Premises shall not relieve Lessor of its obligations under this Section 1.1 or be deemed as a waiver of
4 Lessee's rights to enforce this Section 1.1."

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6 3. Subsection 1.2 of the Lease, entitled "Lessee's Exclusive Use of the Premises," and located
7 at page 3 lines 16 through 26 of the Lease is deleted in its entirety and replaced with the
8 following:

9 "1.2 Lessee's Exclusive Use of the Premises. Lessor represents, covenants, and warrants to Lessee
10 that the Building, which shall be improved by Lessor with 1) Lessor's Improvements (at Lessor's sole
11 cost and expense, as defined in Section 8 hereof) and 2) Tenant Improvements (as defined in Section
12 44 hereof), to produce the Premises, shall be immediately available to Lessee for its exclusive use
13 under this Lease commencing as of the Rent Commencement Date (as defined in Section 3.1 hereof)
14 and continuing thereafter throughout the Term (as defined in Section 3.1 hereof). Lessee shall use the
15 Premises as a County library for the public, which use may include those activities and functions related
16 to the library's services to the public. Lessor acknowledges that such use by Lessee include Lessee's
17 customers and invitees, who are members of the public, and that Lessor's performance of its
18 obligations under this Lease take into account such public use. Lessee, in its discretion, may rename
19 the library, upon 30 days' notice to Lessor."

- 20
21 4. Subsection 3.1 of the Lease (part of Section 3 of the Lease entitled "Effective Date; Delivery
22 Date; Rent Commencement Date; Term,") and located at pages 6 and 7, lines 20 through
23 27 on page 6 and lines 1 through 17 on page 7 of the Lease is deleted in its entirety and
24 replaced with the following:

25 "3.1 This Lease is effective on the date of execution hereof by the Parties (the "Effective Date"), and
26 Lessee's obligation to pay Rent (as defined in this Section 4 hereof) shall commence on the earlier of
27 the following dates (the "Rent Commencement Date"): (i) Lessor's delivery of the Premises to Lessee
28 with both Lessor's Improvements and Tenant Improvements made to the Premises (pursuant to Section

8 hereof and Section 44 hereof, respectively) and substantially completed (the "Delivery Date"); or (ii) the date on which Lessee operates and opens the Premises to the general public, whichever shall occur first. For purposes of this Section 3, "substantially completed" shall mean that Lessor has obtained from the City of Fresno and delivered to Lessee a permit to occupy the Premises, that the Premises, including both Lessor's Improvements and Tenant Improvements made to the Premises (pursuant to Section 8 hereof and Section 44 hereof, respectively) are complete in all respects except for minor punch list items that can and shall be completed within thirty (30) calendar days from the Delivery Date, and that while such minor items have not yet been completed during such period, their incomplete condition does not interfere with Lessee's intended use of the Premises under this Lease. Lessor's failure to cause the Premises to be "substantially complete" shall not obligate Lessee to occupy the Premises or pay Rent or any other amounts under this Lease. The Parties shall, contemporaneously with such delivery by Lessor of the City of Fresno permit to occupy the Premises to Lessee, mutually execute a certificate that confirms the Rent Commencement Date. The term of this Lease shall commence on the Effective Date, and shall continue for a period of six (6) years following the Rent Commencement Date (the "Term") it being understood that each "year" for purposes of this Lease is measured commencing the anniversary Rent Commencement Date. Lessor shall use commercially reasonable efforts to acquire and deliver to Lessee a permit to occupy the Premises not later than 360 days following the Effective Date, but such failure of Lessor to so perform by such date shall not constitute a breach of this Lease or subject Lessor to liability hereunder and Lessee shall not be obligated to pay Rent until Lessor delivers possession of the Premises."

5. Subsection 4.3(B) of the Lease, entitled "Additional Rent" and located at pages 9 and 10, lines 20 through 27 on page 9 and lines 1 through 5 on page 10 of the Lease is deleted in its entirety and replaced with the following:

"(B) Additional Rent shall also include 1) tenant improvement costs, or "TI Rent," as set forth in Section 44 of this Lease and 2) a monthly common area maintenance ("CAM") fee (as defined below), equal to Lessee's share of the CAM provided as follows: Lessee's proportionate share of the CAM costs shall be

1 equal to the ratio of Lessee's ground floor square footage (21,440 square feet) of the Premises, to the
2 total square footage of all building space in the shopping center (75,718 square feet) (but which square
3 footage varies according to the specific line item of the operating costs involved depending on whether
4 certain tenants provide or pay for certain services or costs directly), as set forth in the "CAM Fee Detail,"
5 Exhibit F-1. Such references to the total square footage of all building space shall not take into account
6 whether tenants are occupying building spaces or any portions thereof in the shopping center. Lessee's
7 annual estimated CAM fee shall be part of the Estimated Cost Statement under Section 4.5 hereof for
8 each calendar year and shall provide the square footage ratio used as applied to a particular line-item
9 operating cost."
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11 6. Subsection 4.3 (C) of the Lease, entitled "Additional Rent" and located at page 10, lines 6-7
12 of the Lease is deleted in its entirety and replaced with the following:
13 "(C) Collectively, all such amounts in Section 4.3 (A) and (B) hereof shall be "Additional
14 Rent."
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16 7. Section 44, entitled "Tenant Improvements" is hereby added to the Lease, and reads as
17 follows:
18

19 "44. TENANT IMPROVEMENTS
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21 a) Lessor shall use commercially reasonable efforts to ensure that those certain tenant
22 improvements (the preliminary description of which are detailed in Exhibit A-4 entitled "Tenant
23 Improvements Scope of Work," attached and incorporated by this reference and in accordance with
24 and subject to the terms and conditions of, the provisions of this Section 44 ("Tenant Improvements");
25 provided, however, that the total cost of all such Tenant Improvements in the aggregate shall not
26 exceed the sum of \$500,000 (the "TI Budget").
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28 b) All drawings, plans, and specifications for Tenant Improvements and any modifications to
said Tenant Improvements must be approved in writing by both Lessor and Lessee, in accordance
with, this Section 44.

1 c) As used herein, "TI Costs" shall mean all hard and soft costs of Tenant Improvements
2 incurred by Lessor in connection with any Tenant Improvements and as agreed to by Lessee.

3 d) Lessor shall construct Tenant Improvements based on plans approved by the Fresno
4 County Library regarding the spaces within the Building subject to the Tenant Improvements, in
5 accordance with the procedures set forth in this Section 44. Lessor and Lessee agree that final
6 approved (in writing by both the Lessor and Lessee's Librarian, or their respective designees)
7 Working Drawings (as defined herein) for the Tenant Improvements and all required permits for the
8 Tenant Improvements shall be in place prior to the commencement of construction of the applicable
9 Tenant Improvements. Any modifications to the Working Drawings after permits are in place shall be
10 approved in writing by both the Lessor and Lessee's Librarian, or their respective authorized
11 designees, prior to commencement of construction of such modifications, which approval shall not be
12 unreasonably withheld or delayed. Should modifications to the Working Drawings requested by
13 Lessee's Librarian delay the completion of the Tenant Improvements or cause any increase in the
14 cost of the Tenant Improvements that exceed the TI Budget, then Lessee shall be responsible for the
15 cost associated with those modifications. Lessor shall provide all labor, material, and equipment for
16 the completion of any Tenant Improvements in accordance with this Section 44 and the Working
17 Drawings, subject to Lessor's Rent obligations hereunder.

18
19 f) Working Drawings. Lessor shall, with Lessee's cooperation, cause the preparation of working
20 construction drawings for the applicable Tenant Improvements (the "Working Drawings"). Each party
21 shall promptly communicate to the other party any disapproval or objection to the Working Drawings, or
22 drafts thereof, in reasonable detail. Lessor and Lessee shall use commercially reasonable efforts to
23 promptly finalize and jointly approve such Working Drawings.

24 g) Cost of Work. Lessor and Lessee shall use commercially reasonable efforts to promptly
25 finalize and jointly approve such TI Costs and any revisions to the Working Drawings necessary to
26 achieve a mutually acceptable TI Costs budget. Notwithstanding the foregoing or anything to the
27 contrary contained in this Section 44, in no event shall the aggregate TI Costs for all phases of Tenant
28 Improvements hereunder exceed the total TI Budget of \$500,000, unless the parties mutually agree in

1 writing, through an amendment to this Lease, in their respective sole and absolute discretion, to
2 increase the TI Budget or otherwise to provide for the payment of the excess TI Costs.

3 h) Approval. Both the final Working Drawings and the TI Costs' budget for such work shall be
4 subject to approval by both parties. Lessee shall evidence its approval of final Working Drawings, and
5 the TI Costs associated therewith by giving written notice thereof to Lessor ("Notice to Proceed"), and
6 such approval shall be irrevocable and unconditional. Upon receiving such Notice to Proceed, Lessor
7 shall proceed to commence and diligently pursue the construction and completion of the approved
8 Tenant Improvements in a good and workmanlike manner.

9 i) Change Orders; Cost Increases. Any actual increase in TI Costs for Tenant Improvements
10 resulting from any of the following events or conditions shall be added to the applicable TI Costs budget
11 for the Tenant Improvements, and included in the calculation of TI Rent:

12 1. Any changes requested by Lessee in writing to the Tenant Improvements described in
13 Working Drawings covered by a Notice to Proceed (each, a "Change Order"), which in
14 any event shall be subject to Lessor's reasonable approval;

15 2. Any event of Force Majeure, including acts of God, strikes, lockouts, accidents, war,
16 acts of terrorism (whether local, national or global in nature). Lessor shall promptly
17 inform Lessee of the occurrence of any such Force Majeure and the reasonably
18 anticipated and increased costs and expenses, to the extent then known, and Lessor
19 shall cooperate with Lessee to reduce or otherwise minimize any resulting increase in TI
20 Costs; and

21 3. Any delay caused by any act, omission, negligence, misconduct, failure to act or
22 failure to timely respond by Lessee.

23 j) Substantial Completion; Walk-Through; Punchlist. When Lessor considers the applicable
24 Tenant Improvements to be substantially completed, Lessor shall notify Lessee (a "Substantial
25 Completion Notice") and promptly thereafter, Lessor and Lessee shall conduct a walk-through of the
26 Premises, and identify any necessary punch list items that are necessary for final completion of the
27 Work. Lessee's failure to object in writing or provide a punch list within ten (10) days after receipt of a
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1 Substantial Completion Notice, or Lessee's occupancy of the applicable portion of the Premises, shall
2 be deemed Lessee's agreement that the applicable Tenant Improvements are completed.

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4 k) Prevailing Wage - In addition to the provisions of Section 1.1 hereof, Lessor, including all
5 of its officers, agents, and employees, at its sole cost and expense, shall comply with, and shall
6 ensure compliance by all of Lessor's suppliers and contractors and their subcontractors at any tier
7 with, all applicable laws and regulations with respect to all of Lessor's work related to the Premises
8 throughout the Term (as defined in Section 3.1 hereof) (including, by way of example of such work,
9 and not as a limitation of such work, the maintenance work to be performed under Section 6 hereof in
10 connection with the Premises), including the payment of prevailing wages, pursuant to Section 2
11 (commencing with Section 1770 [payment of the general prevailing wage rate]) of Chapter 1 of Part 7
12 of the California Labor Code.

13 l) TI RENT. In consideration of the TI Costs incurred by Lessor in connection with this Section
14 44, Lessee shall pay Additional Rent to Lessor, which shall be paid by LESSEE in accordance with the
15 following provisions ("TI Rent"):

16 1. The amount of the cost for each completed separate Tenant Improvement as listed on
17 the schedule in Exhibit A-5, attached and incorporated by this reference (whether a Tenant
18 Improvement has been completed shall be determined in accordance with Section 44(j) above);

19 2. Each TI Rent Increment shall become Additional Rent; The monthly TI Rent Increment
20 amount for each Task TI Cost shall be due and payable as TI Rent commencing on the first day
21 of the month following the Amortization Date, and continuing through, and including, the final
22 day of the initial term, as identified in Section 3 hereof."

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24 8. Section 34 entitled "Entire Agreement," located on page 35 at lines 20-27 is deleted and
25 replaced with the following:
26 "This Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject
27 matter hereof and supersedes all prior leases, negotiations, proposals, commitments, writings,
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1 advertisements, publications, and understandings of any nature whatsoever unless expressly referenced
2 in this Lease. The terms and conditions of this Lease are intended by the Parties as a final expression of
3 their agreement with respect to such terms as are included in this Lease and may not be contradicted by
4 evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation
5 (whether oral or written). In the event of any inconsistency in interpreting the documents which constitute
6 this Lease Agreement, the inconsistency shall be resolved by giving precedence in the following order of
7 priority: (1) the text of this Amendment No. 1 including Exhibits A-4 and A-5 (2) the Lease including all its
8 exhibits."

9 9. When both parties have signed this Amendment No. 1, the Lease, and this Amendment No.
10 1 together constitute the Lease.

11 10. Lessor represents and warrants to Lessee that: Lessor is duly authorized and empowered
12 to sign and perform its obligations under this Amendment No. 1; the individual signing this
13 Amendment No. 1 on behalf of Lessor is duly authorized to do so and his or her signature
14 on this Amendment No. 1 legally binds Lessor to the terms of this Amendment No. 1.

15 11. Electronic Signatures. The parties agree that this Amendment No. 1 may be executed by
16 electronic signature as provided in this section.

17 a. An "electronic signature" means any symbol or process intended by an individual
18 signing this Agreement to represent their signature, including but not limited to
19 (1) a digital signature; (2) a faxed version of an original handwritten signature; or
20 (3) an electronically scanned and transmitted (for example by PDF document)
21 version of an original handwritten signature.

22 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is
23 deemed equivalent to a valid original handwritten signature of the person signing
24 this Amendment No. 1 for all purposes, including but not limited to evidentiary
25 proof in any administrative or judicial proceeding, and (2) has the same force and
26 effect as the valid original handwritten signature of that person.
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- 1 c. The provisions of this section satisfy the requirements of Civil Code section
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
3 Division 3, Part 2, Title 2.5, beginning with Section 1633.1).
- 4 d. Each party using a digital signature represents that it has undertaken and
5 satisfied the requirements of Government Code section 16.5, subdivision (a),
6 paragraphs (1) through (5), and agrees that each other party may rely upon that
7 representation.
- 8 e. This Amendment No. 1 is not conditioned upon the parties conducting the
9 transactions under it by electronic means and either party may sign this
10 Agreement with an original handwritten signature.
- 11 12. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which
12 is an original, and all of which together constitute this Amendment No. 1

13
14 [SIGNATURE PAGE FOLLOWS]
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year
2 first herein above written.

4 **LESSOR:**

JEFF & VELVET JUE FAMILY TRUST,
5 DATED AUGUST 10, 2011

6 Jeff Jue

Jeff Jue (Dec 1, 2025 14:35:02 PST)

7 Jeff Jue, trustee of the Jeff & Velvet Jue
Family Trust, dated August 10, 2011

8 Velvet Jue

Velvet Jue (Dec 1, 2025 14:37:44 PST)

9 Velvet Jue, trustee of the Jeff & Velvet
Jue Family Trust, dated August 10, 2011

COUNTY OF FRESNO

Ernest Buddy Mendes

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

12 Sixjewels@gmail.com ;
13 jhowell@danabutcher.com;
14 Jue.velvet@gmail.com

Email address -contract

ATTEST:

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

By: Hanan M

Deputy

19 **FOR ACCOUNTING USE ONLY:**

20 ORG No.: 75112023

21 Fund: 0107

Subclass: 10000

Account No.: 7340

23 **Jeff Jue**

24 E-signed 2025-12-01 02:35PM PST
sixjewels@gmail.com

Velvet Jue

E-signed 2025-12-01 02:37PM PST
jue.velvet@gmail.com

Exhibit A-4

Tenant Improvements Scope of Work

The Scope of Work (including all labor, materials, and equipment required to complete the work as outlined below), shall be performed by Lessor and Lessor's contractor.

The Scope of Work Include the following:

- **Rough Carpentry**
 - Furring of 252 of linear feet of Library wall
 - Furring of 68 of linear feet of Work Room wall
 - Mezzanine Framing
 - Glued Laminated Timber
 - Storage Room Framing
- **Studs/Drywall**
 - Furnish and install all studs and drywall per plans
- **Flooring and Base**
 - Furnish and install all Luxury Vinyl Tile (LVT) per plans
 - Conduct concrete slab moisture testing and installation of vapor barriers as necessary
- **Painting**
 - Paint Interior surfaces per plans and Tenant Specifications
- **Code Signage**
 - Provide and install code signage per plans
- **Fire Sprinklers**
 - Modify existing fire sprinklers per plans as necessary
- **Heating, Ventilation and Air Conditioning (HVAC)**
 - Furnish and install ducting to accommodate updates
 - Furnish and install new registers/grilles per plans
- **Electrical**
 - Furnish and install all electrical per plans
 - Furnish and install new light fixtures and controls per plans

EXHIBIT A-5

Tenant Improvements -Monthly Payment Schedule

Term	Monthly
Year 1	\$ 9,012.77
Year 2	\$ 9,012.77
Year 3	\$ 9,012.77
Year 4	\$ 9,012.77
Year 5	\$ 9,012.77
Year 6	\$ 9,012.77

Tenant Improvement costs are amortized over 6 years at 9% annum. Tenant Improvement Costs shall not exceed \$500,000. The payment schedule shall be updated to reflect actual costs once final costs are known after completion of the additional Tenant improvements.

The Scope of Work (including all labor, materials, and equipment required to complete the work as outlined in Exhibit A-4), shall be performed by Lessor and Lessor's contractor.