

5555 E. OLIVE AVENUE AND 5520 E. HEDGES AVENUE, FRESNO, CALIFORNIA
REAL ESTATE SALE CONTRACT

The mailing, delivery or negotiation of this Contract by Seller, Purchaser or their respective agents or attorneys shall not be deemed an offer by Seller or Purchaser to enter into any transaction or to enter into any other relationship, whether on the terms contained herein or on any other terms. This Contract shall not be binding upon either party, and neither party shall have any obligations, liabilities or any rights with respect thereto, or with respect to the Property, unless and until Seller and Purchaser have executed and delivered this Contract. Until such execution and delivery of this Contract, either party may terminate all negotiation and discussion of the subject matter hereof, without cause and for any reason, without recourse or liability.

ARTICLE 1: GENERAL PROVISIONS

1.1 Contract. Subject to the terms and conditions of this Real Estate Sale Contract (this "**Contract**"), **Pacific Bell Telephone Company**, a California corporation, formerly known as The Pacific Telephone and Telegraph Company ("**Seller**") agrees to sell to **the County of Fresno**, a political subdivision of the State of California ("**Purchaser**"), and Purchaser agrees to purchase from Seller, those certain buildings and improvements located at **5555 E. Olive Avenue, 93727, and 5520 E. Hedges Avenue, Fresno, California, 93727**, consisting of the following (collectively, the "**Property**"): (i) the real property described on **Exhibit A**, attached hereto (the "**Land**"); (ii) two (2) buildings and other improvements located on the Land (collectively, the "**Improvements**" and together with the Land, the "**Real Property**"); (iii) all of Seller's right, title and interest in and to fixtures that are used in the operation of the Improvements, including, without limitation, all affixed heating, ventilation and air conditioning equipment, and fire sprinklers (but not generators, for which ownership will be transferred to Purchaser at the expiration or termination of the lease described in Section 2.1, herein) (collectively, the "**Fixtures**"); and (iv) to the extent assignable at no cost to Seller, all of Seller's right, title and interest in the plans and specifications, as-built construction documents, and other architectural and engineering drawings for the Improvements; all guaranties and warranties related to the Improvements; and all governmental permits and approvals related to the Improvements (collectively, "**Seller's Plans and Warranties**"); and (v) all of Seller's right, title and interest in that certain existing cell tower license (but only as such license pertains to the cell tower site on the Property, and to no other property or site described in the license document), under which Seller is the licensor pursuant to that certain Master Communications Site License Agreement (as amended, the "**Cell Tower License**") of a cell tower located on the Property and licensed to a third party; but specifically **excluding** (x) those items set forth in **Section 1.8** of this Contract; and (y) any trademarks, trade names or other intellectual property, including, without limitation, the AT&T name and any variant thereof; and (z) all "non-exempt" assets under Section 851 of the California Public Utilities Code owned by Seller located on or about the Property (the "**Non-Exempt Assets**"), and any easements related to such Non-Exempt Assets.

1.2 Purchase Price. The total purchase price to be paid to Seller by Purchaser for the Property shall be Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) (the “**Purchase Price**”). The Purchase Price shall be paid to Seller at Closing (as hereinafter defined), plus or minus prorations and other adjustments hereunder, including all Earnest Money (hereinafter defined) which shall be credited one hundred percent (100%) against the Purchase Price, by federal wire transfer of immediately available funds, which funds must be placed on the wire prior to 11:00 am Pacific Time on the Closing Date (hereinafter defined).

1.3 Title Company and Escrow Agent. The Title Company and Escrow Agent for this transaction shall be First American Title Insurance Company (1737 North First Street, Suite 500, San Jose, CA 95112, Attn: Kiley Demaree; Tel: (408) 487-5027; Email kdemaree@firstam.com) (the “**Title Company**” and/or “**Escrow Agent**”).

1.4 Effective Date. This Contract shall be effective as of the date it is last signed by Purchaser and Seller (the “**Effective Date**”).

1.5 Inspection Period. The “**Inspection Period**” is the period beginning on the Effective Date, and ending at 5:00 p.m. Pacific Time sixty (60) days following the Effective Date, provided that if the Effective Date is not a Business Day of Purchaser (as defined herein), the commencement of the Inspection Period shall be extended to the next Business Day of Purchaser. Likewise, if the expiration of the Inspection Period falls on a day that is not a Business Day of Purchaser, then the expiration of the Inspection Period shall be extended to the next Business Day of Purchaser.

1.6 Closing Date. The consummation of the transaction contemplated by this Contract (the “**Closing**”) shall take place at 11:00 a.m. Pacific time twenty (20) days after the expiration of the Inspection Period (the “**Closing Date**”), which shall be December [14], 2020, unless otherwise agreed to in writing by Seller and Purchaser.

1.7 Deposit of Earnest Money. Within ten (10) business days of the Effective Date, Purchaser shall deposit Five Hundred Thousand Dollars (\$500,000.00) in immediately available funds (such amount together with all interest or other earnings thereon and any additional payment being collectively the “**Earnest Money**”) with Escrow Agent, evidencing Purchaser’s good faith to perform Purchaser’s obligations under this Contract. If Purchaser fails to timely deposit the Earnest Money with the Escrow Agent, this Contract shall, at the option of Seller, and written notice thereof given by Seller to Purchaser not later than thirty (30) days after such ten (10) business day period, terminate and be of no force and effect. The Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Contract. If the Closing under this Contract occurs, the Escrow Agent shall deliver the Earnest Money into the closing escrow with Title Company, to be applied against the Purchase Price as provided in Section 1.2 herein. All interest or other earnings applicable to the Earnest Money, while held by the Escrow Agent, shall be and become a part of the Earnest Money. The Earnest Money shall be deemed as follows: (i) prior to the end of the Inspection Period, the Earnest Money shall be fully refundable to Purchaser; and if this Contract is terminated by either party prior to the end of the Inspection Period, the Earnest Money shall be promptly refunded to Purchaser; (ii) from and after the end of the Inspection Period, the Earnest Money shall be non-refundable, but applicable to the Purchase Price as provided in Section 1.2 herein, subject to the other terms of this Contract.

1.8 Trade Fixtures and Equipment. Purchaser acknowledges that Seller is, between the Effective Date and the Closing Date, conducting its general business and other related operations at the Property. All trade fixtures, equipment, furniture, furnishings, appliances, supplies, records, documents and other items of moveable personal property relating to the operation of Seller's business or any affiliate's business that may be situated upon the Property (including, without limitation, signage, computer hardware, racking, such wiring as Seller may choose to remove, alarms and security equipment, telecommunication and technology equipment and infrastructure and all proprietary equipment and systems) are hereby excluded from the Improvements to be conveyed hereunder, and shall remain the property of Seller or the related affiliate, as applicable. On or before the Closing Date, or at the expiration or earlier termination of the lease between the parties, Seller shall remove all such trade fixtures and equipment excluded from this sale, at Seller's sole cost, and without causing material damage of any kind to the Real Property.

1.9 Intentionally Deleted.

1.10 Non-Exempt Assets. The Non-Exempt Assets are not being conveyed by Seller under this Contract, and Seller shall remain the sole owner thereof from and after Closing. Purchaser covenants that the Non-Exempt Assets shall not be encumbered in any manner by Purchaser's acquisition financing, if any, or otherwise at any time. Any such financing, and in particular any mortgage or similar document, shall not include, as a part of the collateral subject to the lien or encumbrance of such document, any of the Non-Exempt Assets, so that at all times until the reserved easements for the Non-Exempt Assets are terminated and released of record, or relocated, as provided under the Communications Easements (hereinafter defined), Seller shall remain the sole owner of such Non-Exempt Assets and in full compliance with Section 851 of the California Public Utilities Code, as amended. Seller acknowledges that Purchaser plans to pay cash, and will not obtain a mortgage or similar document in connection with its acquisition of the Property. The reserved easements shown in the Communications Easements show the location and easements reserved for the Non-Exempt Assets, which Communications Easements shall each be an additional Permitted Exception (hereinafter defined). Seller represents, covenants and warrants to Purchaser that to the best of Seller's knowledge, the Property has no other Non-Exempt Assets other than as shown on the easements in the Communications Easements, the forms of which are substantially as set forth on **Exhibit F**, attached and incorporated by this reference. Seller shall work in good faith during the Inspection Period (hereinafter defined) to further advise Purchaser regarding the identity and description of the Non-Exempt Assets. Seller covenants, represents, and warrants that it shall never sell the Non-Exempt Assets to a third party, other than to a governmental entity if required to do so by law, such that the third party would have any right of access or entry onto the Property, of any kind, and the provisions of this sentence shall survive the termination, and shall not be merged into the Grant Deed under which Seller conveys the Property to Purchaser under this Contract.

ARTICLE 2: INSPECTION

2.1 Property Information. Prior to the Effective Date, Seller represents, covenants and warrants to Purchaser that Seller has provided to Purchaser (a) all reports, studies, results of any analyses or investigations, written communications, or similar writings, whether or not titled as such, except for any reports covered by the attorney client privilege, on the Property's physical condition and on any environmental condition of the subsurface of the Property obtained or within the control of Seller in the five (5) years prior to the Effective Date, with respect to the Property, that to the best

of Seller's knowledge it has in its possession or control, (b) a site license agreement with T-Mobile West, LLC, (c) an ALTA survey of 5555 E. Olive Avenue and 5520 E. Hedges Avenue, updated on August 16, 2019, (d), a preliminary title report dated May 20, 2020, which report is the latest title report known to Seller, (e) BOMA measurement reports prepared by Gensler Architects dated July 18, 2019 and January 30, 2018, with respect to the Property and the buildings, that to the best of Seller's knowledge it has in its possession or control, and (f) a copy of that certain Amended Final Judgment and Permanent Injunction on Consent, Case No. RG 14748856, Alameda County, requiring Seller to take certain actions regarding its handling of certain hazardous waste and universal waste items from its business operations on the Real Property (collectively, the "**Property Information**"). Seller makes no representations or warranties as to the accuracy or completeness of the Property Information. The Property Information and all other information, other than matters of public record, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, legal counsel, employees or agents relating to the Property, will be treated by Purchaser, its affiliates, legal counsel, employees and agents as confidential during the Inspection Period only, and will not be disclosed to anyone other than on a need-to-know basis to Purchaser's consultants and partners who agree for the benefit of Seller to maintain the confidentiality of such information, and will be immediately returned to Seller by Purchaser if the Closing does not occur. This obligation shall survive the termination of this Contract. There will be no service contracts or leases assigned with respect to the Property, with the exception of the Lease (as hereinafter defined). Prior to Closing, Seller shall enter into the Lease in substantially the form of **Exhibit B** attached hereto executed by Seller (i.e., Pacific Bell Telephone Company, a California corporation), as landlord, and AT&T Services, Inc., a Delaware corporation, as tenant (the "**Lease**"), together with a Memorandum of Lease in the form of **Exhibit I** attached hereto, executed and notarized by Seller, as landlord, and AT&T Services, Inc., a Delaware corporation, as tenant (the "**Memorandum**"), which Memorandum shall be recorded in the applicable local property records prior to the Deed. The Memorandum shall be a Permitted Exception.

2.2 **Inspections.** Commencing on the Effective Date, Purchaser, at its sole cost and expense, upon reasonable prior notice to Seller, shall have reasonable access during normal business hours to the Property for the purpose of conducting due diligence-related inspections and tests, including surveys and architectural, engineering, geotechnical and environmental inspections and tests, provided that (i) such inspections shall be at such times, and subject to and under such terms, conditions and requirements as Seller may reasonably impose; and (ii) no photography, video or other recording may be taken of any part of the interior of the Improvements without the prior written consent of Seller, which consent shall not be unreasonably denied. Before any such entry, Purchaser shall provide Seller with a certificate of insurance naming Seller as an additional insured, and with an insurer and insurance limits and coverage as set forth on **Exhibit C** attached hereto ("**Insurance Requirements**"). Purchaser shall not disturb Seller's business operations on the Property. Unless accompanied by Seller, Purchaser may not inspect the contents of any dumpsters, trash or other garbage bins, or the contents of any receptacles (or materials otherwise stored) at Purchaser's recycling center. Purchaser may not perform any invasive testing or drilling on, at or under the Property as a part of Purchaser's environmental due diligence or otherwise ("**Invasive Testing**"), without first providing Seller with documentation on the scope of work for Seller's prior written approval, which shall not be unreasonably denied. Purchaser agrees that, in making any physical or environmental inspections of the Property, Purchaser shall not reveal to any third party not approved by Seller (other than Purchaser's agents, employees, contractors, design professionals, and lenders with a need to know) the results of its inspections, during the Inspection Period only, will restore promptly any physical damage caused by the inspections, and such results will be immediately returned to Seller by

Purchaser if the Closing does not occur. This restoration obligation shall survive the termination of this Contract.

Purchaser may enter and inspect the Improvements only when accompanied by a representative of Seller. In conducting any inspections or tests of the Property, Purchaser shall keep the Property free and clear of any liens arising from work performed on behalf of Purchaser. This obligation shall survive the termination of this Contract.

AS A CONDITION TO ENTERING ONTO AND INSPECTING THE PROPERTY, PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY CLAIMS AND LIABILITIES ASSERTED AGAINST SELLER ARISING OUT OF PURCHASER'S INSPECTIONS. This indemnity shall survive the Closing and any termination of this Contract. Within five (5) business days after Seller's request, Purchaser shall provide Seller with a copy of the results of any tests and inspections made by or for Purchaser, excluding only market and economic feasibility studies, without representation or warranty of any kind with respect thereto.

2.3 Absolute Termination Right. Purchaser shall have through the last day of the Inspection Period in which to examine, inspect, and investigate the Property and, in Purchaser's sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser. Notwithstanding anything to the contrary in this Contract, Purchaser may terminate this Contract for any reason or no reason, by giving written notice of termination to Seller and Escrow Agent (the "**Inspection Termination Notice**") on or before the last day of the Inspection Period, in which event the Earnest Money shall promptly and fully be returned to Purchaser, and the parties shall have no further obligations to each other, except as otherwise expressly provided hereunder. If Purchaser does not give an Inspection Termination Notice, this Contract shall continue in full force and effect, Purchaser shall be deemed to have waived its right to terminate this Contract pursuant to this Section 2.3, and the Earnest Money shall become non-refundable at the end of the Inspection Period, except as expressly provided herein. Notwithstanding anything herein to the contrary, if Purchaser elects to terminate this Contract pursuant to this Section 2.3 or Section 3.1 herein, Purchaser shall provide Seller with a copy of any Phase 2 environmental report procured by or on behalf of Purchaser, without representation or warranty of any kind with respect thereto, as a condition to the return of the Earnest Money.

2.4 Purchaser's Reliance on its Investigations. To the maximum extent permitted by applicable law and except for Seller's express representations, covenants, and warranties in this Contract and the warranties of title in the deed delivered at the Closing ("**Seller's Warranties**"), this sale is made, and will be made, without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. **AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S WARRANTIES. EXCEPT FOR SELLER'S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO (A) FITNESS FOR ANY PARTICULAR PURPOSE, (B) MERCHANTABILITY,**

(C) DESIGN, (D) QUALITY, (E) CONDITION, (F) OPERATION OR INCOME, (G) COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, (H) ABSENCE OF DEFECTS, (I) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, WASTE MATERIALS OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY, (J) ABSENCE OF FAULTS, (K) FLOODING, OR (L) COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, ZONING, AND THE ENVIRONMENT. PURCHASER AGREES THAT PURCHASER HAS ENTERED INTO THIS CONTRACT WITH THE AGREEMENT TO MAKE AND RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY, AND THAT PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY, EXCEPT FOR SELLER'S WARRANTIES.

CONSISTENT WITH THE FOREGOING, AND SUBJECT SOLELY TO THE SELLER'S WARRANTIES, EFFECTIVE AS OF THE CLOSING DATE, PURCHASER, FOR ITSELF AND ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY RELEASES, COVENANTS NOT TO SUE, AND FOREVER DISCHARGES SELLER, AT&T INC., AT&T SERVICES, INC. AND AT&T INC.'S AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL RIGHTS, LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS AND DEMANDS AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN OR FORESEEN OR UNFORESEEN AT THE TIME OF THIS CONTRACT, WHICH PURCHASER HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PHYSICAL, ENVIRONMENTAL (INCLUDING THOSE RELATED TO THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES OR WASTE MATERIALS), ECONOMIC OR LEGAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS IN TORT OR CONTRACT AND ANY CLAIM FOR INDEMNIFICATION OR CONTRIBUTION ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (42 U.S.C. SECTION 9601, ET SEQ.) OR ANY SIMILAR FEDERAL, STATE OR LOCAL STATUTE, RULE OR REGULATION. THE PROVISIONS OF THIS SECTION 2.4 INCLUDE A RELEASE OF THE RELEASEES FOR THEIR OWN NEGLIGENCE OR STRICT LIABILITY WITH RESPECT TO THE PROPERTY. PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND ALL OTHER RELEASEES FROM AND AGAINST ANY AND ALL MATTERS AFFECTING THE PROPERTY, OR ANY PARTICULAR PORTION THEREOF, AS OF THE CLOSING, AND SPECIFICALLY WAIVES WITH RESPECT TO THE FOREGOING MATTERS THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 REGARDING THE MATTERS COVERED BY A GENERAL RELEASE, WHICH PROVIDES AS FOLLOWS (BUT ONLY WITH RESPECT TO THE PROPERTY AS SPECIFICALLY AND EXPRESSLY PROVIDED IN THIS SECTION 2.4):

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

PURCHASER ACKNOWLEDGES THAT THE FOREGOING ACKNOWLEDGMENTS, RELEASES AND WAIVERS, INCLUDING WITHOUT LIMITATION, THE WAIVER OF THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 IN THIS SECTION 2.4, WERE EXPRESSLY BARGAINED FOR, PROVIDED HOWEVER, FOREGOING PROVISIONS OF THIS SECTION 2.4 SHALL NOT BE DEEMED TO TURN THIS CONTRACT, OR ANY PART HEREOF INCLUDING THE FOREGOING PROVISIONS OF THIS SECTION 2.4, INTO A GENERAL RELEASE IN FAVOR OF THE SELLER OR ANY OTHER RELEASEES.

[_____]

Purchaser’s Initials

The provisions of this Section 2.4 shall survive indefinitely any closing or termination of this Contract, and shall not be merged into the closing documents.

2.5 California Disclosures. Section 25359.7 of the California Health and Safety Code requires owners of nonresidential property who know or have reasonable cause to believe that any release of hazardous substance has come to be located on or beneath real property to provide written notice of that condition to a purchaser of such real property. Seller represents, covenants, and warrants to Purchaser that Seller does not know or have reasonable cause to believe that any release of a hazardous substance came to be located on or beneath the Property, except as may be described in the Property Information. By its execution of this Contract, Purchaser acknowledges its receipt of the foregoing notice given pursuant to Section 25359.7 of the California Health and Safety Code.

“Natural Hazards” described in the following California Code Sections (the “**Natural Hazard Laws**”) may affect the Property: Government Code Section 8589.3 (Special Flood Hazard); Government Code Section 8589.5 (Potential Flooding); Government Code Sections 51178 and 51179 (Very High Fire Hazard Severity Zone); Public Resources Code Section 2622 (Earthquake Fault Zone); Public Resources Code Section 2696 (Seismic Hazard Zone); and Public Resources Code Section 4125 (Wildland Forest Fire Risks and Hazards). Purchaser acknowledges and agrees that Purchaser is an experienced real estate investor, and is fully capable of determining whether any lists or maps delineating properties affected by such Natural Hazards are available, and otherwise determining whether any such Natural Hazards affect any of the Property. Purchaser further represents and warrants that Purchaser has independently evaluated and investigated whether any or all of such Natural Hazards affect the Property or will do so during the Inspection Period. Based on the foregoing, Purchaser knowingly and intentionally waives any disclosures,

obligations or requirements of Seller with respect to Natural Hazards, including, without limitation, any disclosure obligations or requirements under the following California Code Sections: Government Code Sections 8589.3, 8589.4 and 51183.5 and Public Resources Code Sections 2621.9, 2694 and 4136 (the “**Natural Hazard Disclosure Requirements**”). Purchaser acknowledges and agrees that this waiver has been specifically negotiated and is an essential aspect of the bargain between the parties.

2.6 Intentionally Deleted.

2.7 Intentionally Deleted.

2.8 Water Heaters. Seller hereby advises Purchaser: (i) the Property contains at least one water heater with a capacity of not more than 120 gallons, and (ii) to the best of Seller’s knowledge, such water heaters have been braced, strapped or anchored in accordance with California Health and Safety Code §19211. By Purchaser’s execution of this Contract, Purchaser acknowledges Purchaser’s receipt of the foregoing notice given pursuant to §19211 of the California Health and Safety Code.

2.9 Intentionally Deleted.

ARTICLE 3: TITLE REVIEW AND APPROVAL

3.1 Title Review. Seller shall provide Purchaser with a title commitment (“**Title Commitment**”) for an ALTA Form B owner’s title insurance policy issued by the Title Company, together with copies of all documents of record referred to in the Title Commitment as exceptions to title to the Real Property, and an existing survey (“**Survey**”). Purchaser may obtain, at Purchaser’s expense, an updated survey (“**Updated Survey**”) of the Real Property during the Inspection Period certified to Purchaser, Seller, Title Company and any other party as Purchaser may direct. Seller retains the right to coordinate and oversee the Updated Survey, subject to Purchaser’s survey requirements and at Purchaser’s expense. For purposes of this Section 3.1, Seller’s “right to coordinate and oversee” the Updated Survey only relates to on-site activities by the surveyor, to ensure that the conducting of the Updated Survey does not unreasonably interfere with Seller’s activities at the Real Property, and in no way gives Seller the right to supervise the surveyor or participate in the Updated Survey. During the Inspection Period, Purchaser shall review title to the Real Property as disclosed by the Title Commitment and the Survey (or the Updated Survey, if any), and notify Seller of the title exceptions that Purchaser accepts, as well as the exceptions that Purchaser wishes for Seller to cure. If Purchaser does not provide an Inspection Termination Notice on or prior to the last day of the Inspection Period, Purchaser shall be deemed to have approved all title and survey matters with respect to the Real Property, as shown on the most recent Title Commitment and Survey (or Updated Survey, if any), except for such matters that Seller, in its sole discretion, expressly agrees in writing to cure. With respect to any title or survey exceptions, Seller shall have no obligation to remove such exceptions, except for such matters, if any, that Seller expressly agrees in writing to cure. The term “**Permitted Exceptions**” means those exceptions shown on the Title Commitment and Survey (or Updated Survey, if any) (or otherwise provided in this Contract to be a Permitted Exception), except for such matters as Seller expressly agrees in writing to cure.

3.2 Title Policy Condition. Purchaser shall not be obligated to close this transaction unless at Closing, upon payment of the premium and any other usual and customary conditions imposed by the Title Company, the Title Company issues (or irrevocably commits to issue) to Purchaser an owner's policy of title insurance, dated as of the date and time of the recording of the Deed, in the amount of the Purchase Price, insuring Purchaser that title to the Real Property is vested of record in Purchaser, subject only to the Permitted Exceptions (the "**Title Policy**").

3.3 Owner's Affidavit. At the Closing, Seller shall execute and deliver to the Title Company a closing statement in customary form, a standard gap indemnity, if required, and any other document or undertaking reasonably required to cure or remove any exceptions to title that Seller is obligated by the terms of this Contract to remove, pursuant to Section 3.1.

ARTICLE 4: COVENANTS

4.1 Operation of Property; Ongoing Repairs and Maintenance. From the Effective Date through the Closing, Seller shall operate and manage the Property in substantially the same manner in which it is being operated as of the Effective Date; provided, however, Seller may wind down its operations other than maintenance and repair of the Property.

4.2 New Contracts. From the Effective Date through the Closing, Seller will not enter into or amend any contract, agreement, or obligation that will be an obligation affecting the Property subsequent to the Closing.

4.3 Permits and Encumbrances. From the Effective Date through the Closing, without the prior written consent of Purchaser, which Purchaser may withhold in its absolute discretion, Seller shall not authorize the encumbrance of the Property or create or modify any exceptions to title to the Property, or initiate or consent to any action with respect to zoning.

4.4 Consent Judgment Obligations. Seller represents to Purchaser that Seller has certain obligations and responsibilities in regards to the Premises, pursuant to the Amended Final Judgment and Permanent Injunction on Consent in *The People of the State of California v. Pacific Bell Telephone Company d/b/a AT&T California, AT&T Corp., and AT&T Services, Inc.* (2017) Case No. RG 14748856.

ARTICLE 5: CONDITIONS AND REMEDIES

5.1 Conditions. The obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transactions contemplated hereunder shall be subject to the following conditions:

5.1.1 Representations and Warranties. Each party's representations and warranties contained herein shall be true and correct in all material respects as of the respective dates made, and as of the Closing Date;

5.1.2 Covenants. As of the Closing Date, each party shall have performed its material covenants and obligations hereunder;

5.1.3 Proceedings. As of the Closing Date, there shall exist no pending action, suit or proceeding with respect to either party before or by any court or administrative agency that seeks to restrain or prohibit this Contract or the consummation of the transactions contemplated hereby; and

5.1.4 Other. Any other condition set forth in this Contract to such party's obligation to close shall be satisfied by the applicable date and time.

5.2 Effect of Failure of Condition. So long as a party is not in default hereunder, if any condition benefiting such party has not been satisfied as of the Closing Date or other applicable date, such party may, in its sole discretion and as its sole remedies: (i) terminate this Contract by delivering written notice to the other party on or before the Closing Date or other applicable date, in which event the full amount of the Earnest Money shall be returned to Purchaser, and the parties shall have no further obligation to each other except as otherwise expressly provided herein, (ii) extend the time available for the satisfaction of such condition by up to a total of ten (10) business days (in which event the Closing Date shall be extended for the same period), or (iii) elect to close, notwithstanding the non-satisfaction of such condition, and therefore waive satisfaction of such condition. If such party elects to proceed pursuant to clause (ii) above, and such condition remains unsatisfied after the end of such extension period, then, at such time, such party may proceed pursuant to either clause (i) or (iii) above. Nothing in this Section 5.2 precludes a party from exercising its respective default remedies under Article 10.

ARTICLE 6: CLOSING

6.1 Closing. The Closing shall occur on the Closing Date through the Title Company. Counsel for the Seller, and the Director of Internal Services/Chief Information Officer ("CIO") for the Purchaser, for the respective parties may provide closing instructions to the Title Company. In the event of any conflict between any closing instructions and any provisions of this Contract, as between the parties, the provisions of this Contract shall control. All conditions to Closing must be met, and the Purchase Price paid to Seller by wire transfer from the Title Company prior to 2:00 p.m. Pacific Time on the Closing Date.

6.2 Seller's Deliveries in Escrow. Except as otherwise provided herein, at least two (2) business days prior to the Closing Date, Seller shall deliver in escrow to Escrow Agent the following:

6.2.1 Deed. The Deed, substantially in the form of Exhibit D, executed and acknowledged by Seller, conveying the Real Property to Purchaser, subject only to the Permitted Exceptions, any matter that a current and accurate survey of such parcel would reveal, the lien for non-delinquent ad valorem taxes and assessments, and any zoning ordinances and regulations and other laws or regulations governing the use or enjoyment of the Real Property.

6.2.2 Evidence of Authority. If required by the Title Company, an affidavit signed on behalf of Seller as of the Closing Date, so as to evidence the authority of the person signing the Deed and other documents to be executed by Seller at Closing.

6.2.3 Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980.

6.2.4 Owner's Affidavit. An executed affidavit or other document reasonably acceptable to the Title Company in issuing the owner's title policy, without exception for possible lien claims of mechanics, laborers and materialmen and without exception for parties in possession.

6.2.5 Recording Forms. Such conveyancing or certificate of value forms or returns, or the like, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property.

6.2.6 Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Contract.

6.2.7 Assignment and Assumption of Cell Tower License. Two (2) originals of the Assignment and Assumption of Cell Tower License in substantially the form of **Exhibit E** attached hereto executed by Seller, as licensor (the "**Assignment and Assumption of Cell Tower License**").

6.2.8 Communications Easements. One (1) original of each of the three (3) Declaration of Easements for Communications Equipment in substantially the forms of **Exhibit F** attached hereto executed by Seller, as grantee (each, a "**Communications Easement**" and together, the "**Communications Easements**"), which shall be recorded in the applicable local property records immediately after the Deed (i.e., with no intervening instruments). Each Communications Easement shall be an additional Permitted Exception.

6.2.9 Assignment and Assumption of Landlord's Interest in Lease. Two (2) originals of the Assignment and Assumption of Landlord's Interest in Lease in substantially the form of **Exhibit G** attached hereto executed by Pacific Bell Telephone Company, a California corporation, as assignor (the "**Assignment of Lease**").

6.2.10 Tenant Notice Letter. Two (2) originals of the Tenant Notice Letter in substantially the form of **Exhibit H** attached hereto acknowledged by Pacific Bell Telephone Company, a California corporation, as assignor (the "**Tenant Notice Letter**").

6.2.11 Title Policy. Within a reasonable time after the Closing, not to exceed twenty-five (25) days after the Closing, the Title Company shall deliver to Purchaser the Title Policy with only the Permitted Exceptions as exceptions thereto.

6.3 Purchaser's Deliveries in Escrow. On the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

6.3.1 Purchase Price. The Purchase Price, (including the Earnest Money that is applied to the Purchase Price as provided in this Contract), plus or minus applicable prorations as provided in this Contract, in immediate, same-day U.S. federal funds wired for credit into Escrow Agent's escrow account.

6.3.2 Evidence of Authority. Such consents and authorizations as the Title Company may reasonably deem necessary to evidence authorization of Purchaser for the purchase

of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

6.3.3 Other Documentation. Such conveyance and transfer tax forms and other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Contract.

6.3.4 Assignment and Assumption of Cell Tower License. Two (2) originals of the Assignment and Assumption of Cell Tower License executed by Purchaser.

6.3.5 Communications Easements. One (1) original of each of the three (3) Communications Easements executed by Purchaser, as grantor, which shall be recorded in the applicable local property records immediately after the Deed (i.e., with no intervening instruments).

6.3.6 Assignment and Assumption of Landlord's Interest in Lease. Two (2) originals of the Assignment of Lease executed by Purchaser, as assignee.

6.3.7 Tenant Notice Letter. Two (2) originals of the Tenant Notice Letter executed by Purchaser, as assignee, which Purchaser shall send (in compliance with the notice provisions under the Lease) to the tenant under the Lease within five (5) days after the Closing.

6.4 Closing Statements. As of or prior to the Closing Date, Seller and Purchaser shall deliver to the Escrow Agent original or pdf electronic executed closing statements consistent with this Contract, in the form required by Escrow Agent.

6.5 Possession. Seller shall deliver possession of the Property to Purchaser at the Closing, subject to the Permitted Exceptions.

6.6 Closing Expenses.

6.6.1 Seller's Closing Expenses. Seller shall pay on the Closing Date one-half of the closing escrow fee, transfer taxes, the base premium cost for the Title Policy (excluding any endorsements requested by Purchaser), the cost of the existing Survey, the sale commission as provided in Section 7.3 below, and the fees and expenses of Seller's counsel.

6.6.2 Purchaser's Closing Expenses. Purchaser shall pay on the Closing Date one-half of the closing escrow fee, all recording costs, the cost of the Updated Survey, the premium cost of all requested endorsements to the Title Policy and of any loan title insurance policy for Purchaser's lender(s), including any search or exam fee, extended coverage or other endorsements requested by Purchaser or Purchaser's lender(s), and the fees and expenses of Purchaser's counsel.

ARTICLE 7: PRORATIONS AND ADJUSTMENTS

7.1 Prorations. In light of the obligations of the tenant under the Lease, real estate taxes and assessments and utility charges will not be prorated at Closing. After Closing, Seller shall continue

to be responsible (or cause the tenant under the Lease to be responsible) for real estate taxes and assessments and utility charges that accrue before Closing, as set forth in the Lease. Seller or tenant shall pay any increases in taxes attributable to change of ownership (e.g. sale) of all or any part of the Property. Notwithstanding anything to the contrary, in no event shall Purchaser be obligated to pay any supplemental taxes assessed against the Property by any governmental authorities, including the county where the Property is located, as a result of the sale of the Property contemplated herein, and to the extent applicable, Seller shall be responsible for payment of same before any fine, penalty, premium, further interest or cost may be assessed or added thereto. At Closing, Seller will pay or cause the tenant under the Lease to pay, or Purchaser shall be credited for, "Fixed Rental" payable under the Lease from and including the date of Closing through and including the last day of the second calendar month from which the Closing occurs.

7.2 Transfer Taxes. All state, county and municipal transfer or deed taxes, or the like, applicable to the transfer of the Property shall be paid by Seller.

7.3 Sales Commissions. Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, other than CBRE Group, Inc., who represented Seller only, and whose commission shall be paid solely by Seller pursuant to separate agreement. Other than the broker(s), as stated herein, in the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Contract or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any alleged statement, representation or agreement of such party. This obligation shall survive the Closing or termination of this Contract.

7.4 Survival. The obligations of the parties under this Article 7 shall survive the Closing or any prior termination of this Contract.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

8.1.1 Organization and Authority. Seller has been duly organized, is validly existing, and is in good standing in the state in which it was formed. Seller covenants, represents, and warrants that Seller is the owner of the fee title interest in the Property, and has the full right, power, and authority to enter into and to perform its respective obligations under this Contract, to sell the Real Property as provided herein, and has obtained any and all consents required to enter into this Contract, and to consummate or cause to be consummated the transactions contemplated hereby. This Contract has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed, and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

8.1.2 Conflicts and Pending Actions. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation of the current working file for the Property, currently in the possession of the Manager (as defined hereinbelow), Seller has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened against Seller

involving or affecting the sale of the Property to Purchaser, at law or in equity, before any court, administrative forum or governmental agency. There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller which is in conflict with this Contract.

8.1.3 Governmental Violations. To the best of Seller's knowledge, Seller has received no written notice of any pending, threatened or unresolved violations of City of Fresno, County, State, or Federal building, zoning, fire, or health codes or ordinances, or any other governmental law, regulation, rule or policy affecting Seller and concerning the Real Property.

8.1.4 Eminent Domain. To the best of Seller's knowledge, Seller has no actual current knowledge of any pending or threatened proceedings in eminent domain or otherwise that would affect the Real Property.

8.1.5 Knowledge. As used in this Contract, the term "to Seller's knowledge", "actual knowledge", "Seller is aware" or "best of Seller's knowledge" or words of similar import shall mean the current knowledge of Hamlet Orloski ("**Manager**"), who is the Transaction Manager, and not that of any other persons, and shall not mean that Manager is charged with knowledge of the acts, omissions and/or knowledge of Seller's agents or employees or any other party. Manager has no personal liability under this Contract, and Purchaser agrees not to look to Manager's personal assets for any reason.

8.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

8.2.1 Organization and Authority. If Purchaser is an entity, Purchaser has been duly organized and is validly existing, and is, or as of Closing will be, in good standing in the state in which it was formed. Purchaser has the full right and authority to enter into and to perform its respective obligations under this Contract, to purchase the Real Property as provided herein, and has obtained any and all consents required to enter into this Contract, and at Closing will have the full rights and authority and will have obtained any and all consents required to consummate or cause to be consummated the transactions contemplated hereby. This Contract has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

8.2.2 Conflicts and Pending Action. To the best of Purchaser's knowledge, after having conducted a reasonably diligent investigation, Purchaser has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened against Purchaser involving or affecting the sale of the Property to Purchaser, at law or in equity, before any court, administrative forum or governmental agency. There is no agreement to which Purchaser is a party or, to Purchaser's knowledge, that is binding on Purchaser, and which is in conflict with this Contract.

8.2.3 ERISA. Purchaser is not and is not acting on behalf of an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended or an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. §2510.3101 of any such employee benefit plan or plans.

8.2.4 OFAC. Purchaser is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order of the President of the United States of America (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department, as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the United States Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

8.2.5 For purposes of this Section 8.2, herein, where knowledge of Purchaser is referenced, it shall mean the current knowledge of Purchaser’s representative who executes this Contract on behalf of Purchaser.

8.3 Survival of Representations and Warranties. The representations and warranties of Purchaser set forth in this Article 8 are made as of the Effective Date, and shall survive the Closing for the Limitation Period set forth in Section 10.3 below. The representations and warranties of Seller set forth in this Article 8 are made as of the Effective Date, and shall survive the Closing for the Limitation Period set forth in Section 10.3 below. Purchaser shall have the right to bring an action against Seller because of the breach of a representation or warranty hereunder only if Purchaser has given Seller written notice of the circumstances giving rise to the alleged breach within such Limitation Period, as more particularly set forth in Section 10.3 below.

ARTICLE 9: DAMAGES AND CONDEMNATION

9.1 Risk of Loss. The Closing shall be effective as of the Closing Date. Notwithstanding the foregoing, the risk of loss of all or any portion of the Property shall be borne by Seller up to and including the actual time of the Closing and wire transfer of the Purchase Price to Seller, and thereafter by Purchaser, subject, however, to the terms and conditions of Sections 9.2 and 9.3 below.

9.2 Damage. Seller shall promptly give Purchaser written notice of any damage to the Real Property occurring after the Effective Date of which Seller is aware, describing such damage, and the Seller’s estimate of time to repair such damage. If such damage is not material, as defined below, then this Contract shall remain in full force and effect, and at Closing Purchaser shall receive an assignment of the insurance proceeds relating to such damage, and a credit for any deductible applicable to such insurance coverage and repair of such damage. If such damage is material, Purchaser or Seller may elect by notice to the other party given within 10 days after such party is notified of such damage to terminate this Contract (and the Closing shall be extended, if necessary, to give such party such 10-day period to respond to such notice), in which event the Earnest Money shall be immediately returned to Purchaser, and thereafter the parties shall have no further obligations to each other hereunder except as otherwise expressly provided hereunder. If neither party so terminates, they shall proceed to closing as in the case of damage that is not material, taking into account that Closing shall be extended, if necessary, to give such party such 10-day period referenced above. Damage as to any one or multiple occurrences is “material” if in the reasonably exercised judgment of Purchaser, it will take more than six (6) months after Closing to repair.

9.3 Condemnation. Seller shall promptly give Purchaser written notice (the “**Notice of Taking**”) of any eminent domain proceedings that are instituted with respect to any portion of the Real Property. By notice to Seller given within 10 days after Purchaser receives the Notice of Taking (and if necessary the Closing Date shall be extended to give Purchaser the full 10-day period to make such election), Purchaser may terminate this Contract (and receive a refund of the Earnest Money), in which event the parties shall have no further obligations to each other hereunder, except as otherwise expressly provided hereunder, or proceed under this Contract, in which event at the Closing, Seller shall turn over to Purchaser any award it has received with respect to such taking, and shall assign to Purchaser its right to any award. If no such election is made, this Contract shall remain in full force and effect, and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Closing of this purchase, Seller shall assign to Purchaser its right to any award that has been or that may thereafter be made for such taking. During the pendency of this Contract, Seller and Purchaser shall jointly negotiate and deal with the condemning authority in respect of such matter.

9.4 Intentionally Deleted.

ARTICLE 10: DEFAULT AND DAMAGES

10.1 Default by Purchaser.

10.1.1 IF PURCHASER SHALL DEFAULT IN ITS OBLIGATION TO PURCHASE THE PROPERTY PURSUANT TO THIS CONTRACT FOLLOWING THE EXPIRATION OF THE INSPECTION PERIOD, THEN PURCHASER AGREES THAT SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT BY WRITTEN NOTICE TO PURCHASER AND TO HAVE THE ESCROW AGENT IMMEDIATELY DELIVER ALL EARNEST MONEY THEN HELD BY IT, IF ANY, TO SELLER, AS LIQUIDATED DAMAGES (AND NOT A PENALTY) TO RECOMPENSE SELLER FOR TIME SPENT, LABOR AND SERVICES PERFORMED, AND THE LOSS OF ITS BARGAIN. PURCHASER EXPRESSLY CONSENTS TO THE FOREGOING. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO AFFIX DAMAGES IF PURCHASER SO DEFAULTS AND THAT THE EARNEST MONEY REPRESENTS A REASONABLE ESTIMATE OF SELLER’S DAMAGES. SELLER AGREES TO ACCEPT THE EARNEST MONEY AS SELLER’S TOTAL DAMAGES AND RELIEF FOR PURCHASER’S DEFAULT IN ITS OBLIGATION TO CLOSE HEREUNDER. IN THE EVENT OF SUCH A TERMINATION, THE PARTIES SHALL HAVE NO FURTHER OBLIGATIONS HEREUNDER EXCEPT AS OTHERWISE PROVIDED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PURCHASER SHALL BE ENTITLED TO A WRITTEN NOTICE OF DEFAULT, AND A TEN (10) BUSINESS DAY CURE PERIOD BEFORE SELLER MAY TERMINATE THIS CONTRACT UNDER THIS SECTION 10.1.1. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. IF PURCHASER DOES SO DEFAULT, THIS CONTRACT SHALL BE TERMINATED,

AND PURCHASER SHALL HAVE NO FURTHER RIGHT, TITLE, OR INTEREST IN OR TO THE PROPERTY. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE EARNEST MONEY HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES.

Seller Initials: [_____] Purchaser Initials: [_____]

10.1.2 In the event Purchaser, following Closing, breaches any covenant contained herein that, by the express terms hereof, survives Closing, Seller's sole and exclusive remedies shall be to (a) institute an action for specific performance or (b) institute a suit for actual damages only. **IN NO EVENT SHALL PURCHASER AND ITS RESPECTIVE AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS BE LIABLE TO SELLER FOR ANY PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR OTHER DAMAGES (BEYOND ACTUAL DAMAGES) FOR A DEFAULT UNDER THIS SECTION 10.1.2, ALL OF WHICH ARE HEREBY WAIVED BY SELLER.**

10.2 Default by Seller.

10.2.1 If Seller defaults in its obligation to sell and convey the Property to Purchaser pursuant to this Contract, Purchaser's sole and exclusive remedy shall be to elect one of the following (a) to terminate this Contract and receive a refund of the Earnest Money, in which event the parties shall have no further obligations to each other hereunder except as otherwise expressly provided in this Contract, and Seller shall in such event reimburse Purchaser for all reasonable and customary third-party expenses incurred in performing due diligence on the Property (not to exceed Twenty-Five Thousand Dollars (\$25,000)), or (b) seek to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Purchaser and execute the Lease, the Communications Easements, and the Assignment and Assumption of Cell Tower License, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. Purchaser shall be deemed to have elected to terminate this Contract and receive back the Earnest Money if Purchaser fails to file suit for specific performance against Seller in a court in the jurisdiction as provided in this Contract, on or before ninety (90) days following the Closing Date. **EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 10.2.1, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY ACTUAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR OTHER DAMAGES FOR A DEFAULT UNDER THIS SECTION 10.2.1, ALL OF WHICH ARE HEREBY WAIVED BY PURCHASER.** Purchaser hereby waives any other rights or remedies in respect of any such default against Seller. This Contract confers no present right, title or interest in the Property to Purchaser and Purchaser agrees not to file a lis pendens or other similar notice against the Property. Notwithstanding anything to the contrary, Seller shall be entitled to a written notice of default and a ten (10) business day cure period before Purchaser may enforce any remedy under this Section 10.2.1.

10.2.2 In the event of a material misrepresentation by Seller under Section 8.1, Purchaser's sole and exclusive remedy, and subject to the provisions of Section 10.3.1, shall be to sue Seller for actual damages only, or terminate this Contract and receive a refund of the

Earnest Money, in which event the parties shall have no further obligations to each other hereunder except as otherwise expressly provided in this Contract. **IN NO EVENT SHALL SELLER BE LIABLE FOR PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES, FOR A DEFAULT UNDER THIS SECTION 10.2.2, ALL OF WHICH ARE HEREBY WAIVED BY PURCHASER.**

10.2.3 In the event Seller, following Closing, breaches any covenant contained herein (including any instrument of closing) that, by the express terms hereof, is performed after and survives Closing, Purchaser's sole and exclusive remedies shall (subject to the provisions of Section 10.3.1 below) be to (a) institute an action for specific performance or (b) institute a suit for actual damages only (subject to the provisions of Section 10.3.1 below). **IN NO EVENT SHALL SELLER BE LIABLE FOR PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES, FOR A DEFAULT UNDER THIS SECTION 10.2.3, ALL OF WHICH ARE HEREBY WAIVED BY PURCHASER.**

Seller Initials: [_____] Purchaser Initials: [_____]

10.3 Limitations.

10.3.1 Limitation Period. Seller's covenants, indemnities, warranties and representations contained in this Contract including any instrument of closing executed by Seller pursuant to this Contract (excluding claims under the Lease and the Communications Easements, which claims shall be governed by the aforesaid respective documents) shall survive Purchaser's purchase of the Property only for a period commencing on the Closing Date, and ending fourteen (14) months after the Closing Date (the "**Limitation Period**"). To the extent Purchaser is entitled under the terms of Section 10.2 above to seek damages due to the breach by Seller thereof or otherwise under this Contract, Seller's liability for breach of any such covenant, indemnity, representation or warranty shall be limited to claims in excess of an aggregate Fifty Thousand Dollars (\$50,000.00) (the "**Floor**"), provided that Seller shall be liable for the entire amount of any such successful claim, and the Floor shall not be deemed to be a deductible. Notwithstanding the foregoing, Seller's aggregate liability for claims arising out of such covenants, indemnities, representations and warranties shall not exceed Five Hundred Thousand Dollars (\$500,000.00) (the "**Damage Limit**"). Purchaser shall provide written notice to Seller prior to the expiration of the Limitation Period of any alleged breach of such covenants, indemnities, warranties or representations, and shall allow Seller thirty (30) days within which to cure such breach, or, if such breach cannot reasonably be cured within thirty (30) days, an additional reasonable time period, so long as such cure has been commenced within such thirty (30) days and is being diligently pursued. If Seller fails to cure such breach after written notice and within such cure period, Purchaser's sole remedy for damages shall be an action at law for actual damages as a consequence thereof, and any permitted remedies hereunder must be commenced, if at all, within the Limitation Period; provided, however, that if within the Limitation Period Purchaser gives Seller written notice of such a breach and Seller notifies Purchaser of Seller's commencement of a cure, commences to cure and thereafter terminates such cure effort, Purchaser shall have an additional thirty (30) days from the date of such termination within which to commence an action at law for actual damages up to the Damage Limit or seek any remedy permitted hereunder as a consequence of Seller's failure to cure. The Limitation Period referred to herein shall apply to known, as well as unknown, breaches of such covenants, indemnities, warranties or

representations. Purchaser specifically acknowledges that such termination of liability represents a material element of the consideration to Seller. The limitation as to Seller's liability in this Section 10.3.1 does not apply to Seller's liability with respect to prorations and adjustments under Article 7.

10.3.2 Disclosure. Notwithstanding any contrary provision of this Contract, if Seller becomes aware during the pendency of this Contract prior to Closing of any matters that make any of Seller's representations or warranties untrue in any material respect, Seller shall promptly disclose such matters to Purchaser in writing. In the event that Seller so discloses any matters that make any of Seller's representations and warranties untrue in any material respect, or in the event that Purchaser otherwise becomes aware during the pendency of this Contract prior to Closing of any matters that make any of Seller's representations or warranties untrue in any material respect, and Purchaser nevertheless elects to close, Seller shall bear no liability for such matters.

10.3.3 Purchaser's Knowledge. Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability for breaches of any representations, warranties and certifications (individually, a "Representation" and collectively, the "Representations") that are made by Seller herein or in any of the documents or instruments executed by Seller and required to be delivered by Seller hereunder if Purchaser's officer who executed this Contract had knowledge of such breach by Seller and Purchaser nevertheless elects to proceed to close the transaction contemplated by this Contract. Accordingly, Purchaser shall not otherwise have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of such Representation caused thereby.

ARTICLE 11: MISCELLANEOUS

11.1 Parties Bound; Assignment. Neither party may assign this Contract without the prior written consent of the other, and any such prohibited assignment shall be void. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11.2 Section 1031 Exchange. Purchaser or Seller may consummate the purchase or sale of the Property as part of a like kind exchange (the "Exchange") pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to either party's obligations under this Contract; (ii) the Exchange is effected through an assignment of this Contract, or its rights under this Contract, to a qualified intermediary; and (iii) neither party shall be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange. Neither Seller nor Purchaser by this agreement or acquiescence to the Exchange shall (1) have its rights under this Contract affected or diminished in any manner, (2) be responsible for compliance with or be deemed to have warranted to the other party that the Exchange in fact complies with §1031 of the Code, or (3) be required to pay any additional costs attributable to the Exchange.

11.3 Headings. The article, section, subsection and other headings of this Contract are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

11.4 Invalidity and Waiver. If any portion of this Contract is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Contract shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Contract shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

11.5 Governing Law. This Contract is delivered in, relates to real and personal property located in, and shall be governed by and construed according to the substantive laws and judicial decisions of the State of California (regardless of the place of business, residence, location or domicile of the parties hereto or any of their constituent members, partners or principals). Each party hereby submits to personal jurisdiction in the State of California for the enforcement of this Contract and hereby waives any claim or right under the laws of any other state or of the United States to object to such jurisdiction. If such litigation is commenced, each party agrees that service of process may be made by serving a copy of the summons and complaint upon each party, through any lawful means, including upon any registered agent within the State of California, whom each party hereby appoints as its agent for this purpose. The means of obtaining personal jurisdiction and perfecting service of process set forth above are not intended to be exclusive, but are in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by applicable law. The provisions of this Section 11.5 shall survive the Closing or termination hereof.

11.6 Survival. Except as expressly set forth in this Contract, no representations, warranties, covenants, agreements, undertakings, and other obligations of Seller set forth herein shall survive the closing of the transactions contemplated hereby or the execution and delivery of the documents contemplated hereunder, and such shall be merged therein, and no action based thereon shall be commenced after the Closing of this transaction.

11.7 No Third-Party Beneficiary except AT&T. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller (including AT&T Inc., AT&T Services, Inc., and their respective agents, affiliates, subsidiaries, successors and assigns) and Purchaser only, and are not for the benefit of any other third party, and accordingly, no other third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL AT&T, INC., AT&T SERVICES, INC. OR THEIR RESPECTIVE AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS (OTHER THAN SELLER) HAVE ANY LIABILITY UNDER THIS CONTRACT.** The provisions of this Section 11.7 shall survive the Closing or termination of this Contract.

11.8 Time. Time is of the essence in the performance of this Contract.

11.9 Confidentiality. Purchaser shall make no public announcement of the sale or lease of the Property or of any other information related to this Contract or the transactions contemplated hereby to outside brokers or third parties before the Closing without the specific prior written consent of Seller. Notwithstanding the foregoing, this Contract, including its contents, shall be subject to

Public disclosure by Purchaser pursuant to the Ralph M. Brown Act (Government Code Sections 54950 Et. Seq.), the California Public Records Act (Government Code Sections 6250 Et. Seq.), and all other applicable laws pertaining to disclosure by public entities, and Purchaser shall not be limited in any manner whatsoever with respect to its public disclosure of this Contract, including the contents of this Contract. For the avoidance of doubt, public disclosures shall not include such disclosures to Purchaser's lenders, counsel, creditors, officers, employees and agents as may be necessary to permit Purchaser to perform Purchaser's obligations hereunder.

11.10 Notices. The persons and their addresses having authority to give and receive notices under this Contract include the following:

If to Purchaser:

The County of Fresno
Attn: Director of Internal Services, CIO
333 Pontiac Way
Clovis, CA 93612

With a copy to:

The County of Fresno
Chief Administrative Officer
2281 Tulare Street
Fresno, CA 93721

If to Seller:

AT&T Services, Inc.
CRE Lease Administration
One AT&T Way
Room 1B201
Bedminster, NJ 07921

with a copy to:

AT&T Services, Inc.
AVP Senior Legal Counsel – Real Estate
208 S. Akard Street, Room 3137
Dallas, TX 75202

with a copy to:

AT&T Services, Inc.
AVP Senior Legal Counsel – Real Estate
7337 Trade Street, Suite 3549
San Diego, CA 92121
Attn: M. Leslie Hovey

with a copy to:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P
San Ramon, CA 94583

with a copy to:

David Fields
Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219

with a copy to:

Amanda Ethridge
Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219

All notices between Purchaser and Seller provided for or permitted under this Contract must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) Business Days of Purchaser after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) Business Day of Purchaser after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Contract, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

11.11 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

11.12 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, legal holiday for national banks in the location where the Property is located, or holiday for Purchaser, which holidays for Purchaser shall include New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, legal holiday, or holiday for Purchaser (such days that are neither a Saturday, Sunday, legal holiday, or holiday of Purchaser shall be defined in this Contract as a "**Business Day of Purchaser**"). The last day of any period of time described herein shall be deemed to end at 5:00 p.m. in the jurisdiction in which the Property is located.

11.13 Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Contract. To facilitate execution of this Contract, the parties may execute and exchange by pdf e-mail counterparts of the signature pages, all of which shall be the same as an original.

11.14 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. The obligations hereunder shall survive the Closing of this Contract.

11.15 Intentionally Deleted.

11.16 Entirety and Amendments. This Contract, together with the Nondisclosure Agreement dated August 5, 2019 between Purchaser and Seller, embodies the entire contract between the parties

and supersedes all prior contracts and understandings, oral or written, relating to the Property. This Contract may be amended or supplemented only by an instrument in writing executed by both Seller and Purchaser.

11.17 Exhibits. The following exhibits are attached to this Contract and are incorporated into this Contract and made a part hereof:

- (a) Exhibit A – Legal Description
- (b) Exhibit B – Lease
- (c) Exhibit C – Insurance Requirements
- (d) Exhibit D – Form of Grant Deed
- (e) Exhibit E – Assignment And Assumption Of Cell Tower License
- (f) Exhibit F – Forms of Three Communications Easements
- (g) Exhibit G – Form of Assignment and Assumption of Landlord’s Interest in Lease
- (h) Exhibit H – Form of Tenant Notice Letter
- (i) Exhibit I – Form of Memorandum of Lease

11.18 Intentionally Deleted.

11.19 Escrow. Escrow Agent is authorized to deposit the Earnest Money promptly upon receipt thereof, to hold the same in escrow and, subject to clearance thereof, to disburse the same in accordance with terms and conditions of this Contract. In the event of doubt as to Escrow Agent’s duties or liabilities under the provisions of this Contract, the Escrow Agent may in its reasonable discretion, continue to hold the same subject to this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit same with the court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall terminate, except to the extent of accounting for any items theretofore delivered out of escrow. Each party agrees to give the Escrow Agent written instructions consistent with this Contract within five (5) days of a written request from the other party or the Escrow Agent regarding disposition of the Earnest Money. This obligation shall survive the termination of this Contract.

11.20 Intentionally Deleted.

11.21 Venue. Purchaser and Seller agree that should any suit, action or proceeding arising out of this Contract be instituted by any party hereto, such suit, action or proceeding shall be instituted only in a state or federal court in Fresno, Fresno County, California (the “**Approved Jurisdiction**”). Purchaser and Seller each consent to the *in personam* jurisdiction of any state or federal court in the Approved Jurisdiction, and waives any objection to the venue of any such suit, action or proceeding.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

SIGNATURE PAGE TO
REAL ESTATE SALE CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Sale Contract
as of the Effective Date.

SELLER:
PACIFIC BELL TELEPHONE COMPANY,
a California corporation

By: _____
Name: _____
Title: _____
Date: _____, 2020

PURCHASER:

COUNTY OF FRESNO
a political subdivision of the State of California

By: _____
Robert W. Bash, Director of Internal Services/
Chief Information Officer

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel

By: _____
Deputy

APPROVED AS TO ACCOUNTING FORM:
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

By: _____

Escrow Agent Acknowledgement

The undersigned Title Company hereby joins in the execution of this Contract for the sole purpose of agreeing to hold and dispose of the Earnest Money in accordance with the provisions of this Contract and further agreeing to the provisions in Section 11.19 thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____, 2020

EXHIBIT A TO REAL ESTATE SALE CONTRACT

LEGAL DESCRIPTION

5555 E. Olive Avenue and 5520 E. Hedges Avenue, Fresno, California:

PARCEL A OF PARCEL MAP NO. 89-26 RECORDED IN BOOK 50, PAGE 62 OF PARCEL MAPS,
FRESNO COUNTY RECORDS.

APN: 455-223-12

EXHIBIT B TO REAL ESTATE SALE CONTRACT

LEASE

LEASE

This **LEASE** (this "**Lease**") is entered into as of the ____ day of _____, 2020, by and between **PACIFIC BELL TELEPHONE COMPANY**, a California corporation ("**Landlord**") and **AT&T SERVICES, INC.**, a Delaware corporation ("**Tenant**").

1. **Lease Grant and Term.** Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the real property as described in the legal description attached hereto as Attachment 1 (together with any improvements thereon) **but excluding the building located at 5520 E. Hedges Avenue, Fresno, California** (the "**Premises**" or the "**Property**"). The term of this Lease (the "**Term**") shall commence on the date first set forth above (the "**Commencement Date**"), and shall continue until 5:00 p.m. (Pacific Time) on the date that is eighteen (18) months after the Commencement Date ("**Termination Date**"), unless earlier terminated by Tenant. For the avoidance of doubt, Tenant shall have the right to use and occupy all of the parking spaces on the Property during the Term of this Lease; provided, that during the Term of this Lease, Landlord shall have the right to use and occupy up to forty (40) parking spaces on the Premises, which forty (40) spaces shall be located adjacent to the 5520 E. Hedges Avenue building, as shown on Attachment 3.

During the first twelve (12) months of the Term, the Premises shall include the entire building at 5555 E. Olive Avenue (approximately 114,316 rentable square feet), but commencing on the first day of the thirteenth (13th) full month of the Term (the "**Adjustment Date**"), the Premises shall be decreased in size to consist of approximately 54,210 rentable square feet, as shown on Attachment 2, attached and incorporated by this reference, showing the adjusted Premises and the location of the demising wall to be built by Tenant prior to the Adjustment Date. Landlord and Tenant hereby agree that the demising wall shall be a low-cost temporary barrier (e.g., a 2x4 wood frame with Visqueen), which shall be reasonably acceptable to Landlord. From and after the Adjustment Date, the Premises shall be updated to be as shown on Attachment 2 for all purposes.

Notwithstanding anything to the contrary above, Tenant shall have the right to terminate this Lease prior to its expiration upon sixty (60) days prior written notice to Landlord.

2. **Permitted Use; Operation.** Tenant may use the Premises solely for the following purposes: general office, warehouse, call center, classrooms and training, inventory storage, and/or incidental purposes thereto. Tenant will ensure that Tenant's use of the Premises complies with all laws, ordinances, rules and regulations of governmental authorities now or hereafter in effect.

a. **Data Kit:** In the northwest corner of the 5555 E. Olive Avenue building, there is a "**Data Kit**", which is a 215 square foot telecommunications equipment closet. Prior to the end of the Term, Tenant, at its sole cost and expense, may construct a new door in the exterior wall of the Data Kit to provide Tenant with ongoing direct access to this room after the expiration of the Term of the Lease.

3. **Rent Payments.** During the Term, Tenant agrees to pay to Landlord a monthly sum equal to one of the following: (i) from the Commencement Date until the Adjustment Date, a monthly sum of \$85,737.00, and (ii) from the Adjustment Date through the expiration of the Term, a monthly sum of \$40,657.50 (as applicable, the “**Fixed Rental**”). All Fixed Rental payments shall be due and payable, in advance, on or before the first day of each succeeding calendar month during the Term. Fixed Rental for any fractional month during the Term shall be prorated based on the current Fixed Rental for each day of the partial month this Lease is in effect. Tenant has no monetary obligations to Landlord under this Lease, unless expressly provided otherwise in this Lease. Landlord hereby acknowledges receipt of Fixed Rental payments for the first two (2) calendar months of the Term that follow the closing on the Property in connection with the acquisition of the Property by the County of Fresno, a political subdivision of the State of California. Tenant may (i) send Fixed Rental Payments to the following address: Pacific Bell Telephone Company, P.O. Box 5014, Carol Stream, Illinois, 60197-5014, or (ii) elect to wire Fixed Rental Payments (or pay via Automated Clearing House), in which case Landlord shall provide wiring instructions to Tenant.

4. **Late Fees; Interest.** In the event that a Fixed Rental payment is not received by Landlord within five (5) days of the date it is due, Tenant may be assessed a late fee by Landlord of 1% of the amount due; provided, however, no such late fee shall be owed unless such late payment continues for a period of five (5) days after written notice to Tenant (but Tenant shall only be entitled to one such notice in any calendar year, and thereafter during such calendar year any such payment not paid within five (5) days of its due date shall trigger such late payment without the requirement of additional notice).

5. **Security Deposit.** There is no security deposit for this Lease.

6. **Maintenance, Repair, and Replacement.** Excluding damage by casualty or condemnation, which are governed by Sections 21 and 22 of this Lease, Tenant shall maintain and repair, to the same condition as existing at the Commencement Date, reasonable wear and tear excepted, the Premises (including the roof, foundation, exterior walls and other structural elements) and equipment and systems within the Premises (including generators, lighting, electrical, plumbing, hydraulics, mechanical, heating, ventilating, and air conditioning), which maintenance and repair shall be in Tenant’s sole discretion, and may include replacement of such systems if replacement is required, in Tenant’s sole discretion. Notwithstanding anything to the contrary, at the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord with the building systems in working condition; provided, Tenant shall not be required to replace any systems to achieve this end. During the Term, Landlord may, but shall not be obligated, to perform the maintenance, repair, and replacement of items identified in the “**Property Condition Report**” dated October 25, 2018, prepared by Marx Okubo Associates; provided, that Tenant shall not be responsible for performing or paying for any work suggested by such Property Condition Report. Landlord shall perform any such work in a commercially reasonable manner, and in performing any such work, Landlord (and its agents) shall not unreasonably interfere with Tenant’s use of or access to the Premises.

7. **Alterations.** Except as expressly provided otherwise in this Lease (for example, in relation to the Data Kit and the demising wall to be built by Tenant prior to the Adjustment Date), Tenant shall not make any material alterations, additions or improvements to the Premises without the prior written consent of Landlord, which may be withheld in Landlord's reasonable discretion; provided, however, Landlord's consent shall not be required for any cosmetic alterations that do not materially affect the structural elements of the Premises. All alterations provided for under this paragraph may remain on the Premises at the expiration of the Term.

8. **Signs.**

a. Tenant shall not affix any signs or other advertising materials to the Premises without the prior written consent of the Landlord, which may be withheld in Landlord's reasonable discretion. Existing signage is hereby approved.

b. Landlord shall not affix any signs or other advertising materials to the Premises.

9. **Utilities, Telephone, and Generator.** Landlord shall cause to be provided all utilities currently serving the Premises. Tenant shall pay directly to the utility provider when due for the consumption of all utilities used in the Premises during the Term. Tenant shall at all times have the right to access and utilize any generators that service the Premises. Notwithstanding any other provision of this Section 9, unless accompanied by Tenant, Landlord and its agents shall not have access to any of Tenant's trash or recycling receptacles (including but not limited to trash bins dumpsters, roll-off boxes, bins used for telephone or utility poles, and any other receptacles destined for removal to either to municipal landfills or other disposal areas or to recycling locations), nor shall Landlord or its agents place on the Premises any of its own trash or recycling receptacles (except for trash receptacles managed by third party construction or demolition contractors generating their own waste where the receptacles are secured in a way that prevents access by any Tenant employee or contractor). Notwithstanding the foregoing, commencing on the Adjustment Date, Landlord shall have the right to place its own trash and/or recycling receptacles on the Premises, the size and location of which must be reasonably acceptable to both Landlord and Tenant, and the same shall not unreasonably interfere with Tenant's parking at the Premises. Landlord shall at all times keep its trash and recycling separate from Tenant's trash and recycling. Within five (5) days following the expiration or earlier termination of this Lease, Landlord and Tenant shall execute a bill of sale, in form reasonably acceptable to Landlord and Tenant, to transfer ownership of the generator serving the Property from Tenant to Landlord, which generator shall be transferred to Landlord at no additional cost to Landlord, and a change of ownership document or similar form to transfer the permit, if assignable, for the generator serving the Property from Tenant to Landlord. Promptly after the expiration or earlier termination of this Lease, Landlord and Tenant shall reasonably cooperate to change the utilities to be in Landlord's name, and the corresponding bills sent directly to Landlord, as applicable. For the avoidance of doubt, Tenant shall not be responsible for the payment of any utilities or similar costs associated with the 5520 E. Hedges building during the Term of this Lease or thereafter. After the Adjustment Date, Landlord and Tenant shall prorate the actual costs of utilities and similar charges for the 5555 E. Olive Avenue building based upon square footage. Landlord shall reimburse Tenant for any such actual costs within thirty (30) days after written request therefor received by Landlord, with the amounts owed set forth and described in reasonable detail. The rights and obligations of this Section 9 shall survive the expiration or earlier termination of this Lease.

10. **Insurance.** Tenant shall procure and maintain throughout the Term, at its sole cost and expense, a policy of commercial general liability insurance on ISO form CG 00 01 or its equivalent, including, without limitation, coverage for premises and operations, products and completed operations, contractual liability, and personal injury, insuring Tenant against all claims, demands or actions caused, in whole or in part, by the acts or omissions of Tenant within the Premises. The limits of such policy or policies shall be in an amount equal to \$2,000,000 per occurrence and in the aggregate. Tenant shall procure and maintain throughout the Term “all-risk” or causes of loss special form (or equivalent) property insurance covering 100% replacement cost of Tenant’s personal property located in the Premises. All such policies shall be written by insurance companies eligible to do business in the state of the Premises. Landlord shall be included as an additional insured under the general liability policy. At Landlord’s election, Tenant shall also include Landlord’s mortgagee as an additional insured under the commercial general liability policies of insurance, as its interest may appear. Certificates of insurance shall promptly be delivered to Landlord upon Landlord’s written request. Notwithstanding anything to the contrary, Tenant may self-insure any of the aforesaid risks (instead of acquiring third-party insurance) pursuant to its national risk retention plan. For the avoidance of doubt, Tenant is under no obligation to insure any improvements.

11. **Taxes.** Tenant acknowledges, as required by California Revenue and Taxation Code Section 107.6, that the Property may constitute a possessory interest subject to property taxation, and that Tenant, or any other party in whom the possessory interest in the Property is vested, may be subject to the payment of property taxes levied on that possessory interest.

Tenant is solely responsible, at its sole expense, to report information that is required by law to be reported to all taxing authorities, whether federal, state, or local, regarding Tenant’s interest in the Property, including, but not limited to, the terms of this Lease, the Adjustment Date, and any personal property, equipment, and fixtures of Tenant that are located on or in, or connected with, the Property. Tenant is solely responsible, at its sole expense, to pay all property taxes lawfully levied on the Property, including any personal property, equipment, and fixtures of Tenant that are located on or in, or connected with, the Property.

Tenant acknowledges that the County of Fresno will purchase the Property (and will become the Landlord after the Property is purchased and this Lease is assigned), and is a local government, and therefore exempt from property taxation under California Constitution, Article XIII, Section 3.

Tenant acknowledges that the County of Fresno is a local taxing authority with the authority to levy and collect property taxes levied on the Property. Nothing in this Lease is intended to create any obligation of, or limitation upon, the County of Fresno in relation to its lawful function as a local taxing authority.

Tenant shall indemnify, hold harmless, and, at Landlord’s request, defend Landlord against any and all claims, proceedings, and actions to the extent related to property taxes levied on the Property, including any personal property, equipment, and fixtures of the Tenant that are located on or in, or connected with the Property.

12. **WAIVER OF SUBROGATION. RELEASE FROM OWN NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT)**: ANYTHING TO THE CONTRARY IN THIS LEASE NOTWITHSTANDING, NEITHER PARTY, NOR ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS OR INVITEES (EACH, A "**RELEASED PARTY**") SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY INSURANCE COMPANY (BY WAY OF SUBROGATION OR OTHERWISE) INSURING THE OTHER PARTY FOR ANY LOSS OR DAMAGE TO ANY BUILDING STRUCTURE OR OTHER TANGIBLE PROPERTY (INCLUDING, WITHOUT LIMITATION, EQUIPMENT) ON THE PROPERTY, OR LOSS OF BUSINESS OR RENTAL INCOME IN CONNECTION WITH THE PROPERTY, **EVEN THOUGH SUCH LOSS OR DAMAGE MIGHT HAVE BEEN OCCASIONED BY THE NEGLIGENCE OF ANY RELEASED PARTY** (THIS CLAUSE SHALL NOT APPLY, HOWEVER, TO ANY DAMAGE CAUSED BY INTENTIONALLY WRONGFUL OR GROSSLY NEGLIGENT ACTIONS). EACH PARTY REPRESENTS AND COVENANTS THAT IT SHALL OBTAIN APPROPRIATE WAIVERS OF SUBROGATION IN ITS PROPERTY INSURANCE POLICIES THAT IT MAY ELECT TO CARRY. **THIS SECTION RELEASES A PARTY FOR THE CONSEQUENCES OF ITS OWN NEGLIGENCE.** PARTIES NAMED HEREIN NOT SIGNING THIS LEASE ARE EXPRESS AND INTENDED THIRD PARTY BENEFICIARIES OF THIS WAIVER OF SUBROGATION.

13. **Assignment & Subletting**. Except as provided herein, Tenant shall not assign or in any manner transfer this Lease or any estate or interest hereunder, and shall not sublease the Premises or any part thereof without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything in this Lease to the contrary, the consent of the Landlord need not be obtained as long as the assignment is the entirety of rights and obligations under this Lease, and if the assignment or sublease is to a: (i) parent, subsidiary, affiliate or authorized agent of Tenant; (ii) affiliate or authorized agent of AT&T, Inc.; (iii) company with which Tenant may merge or consolidate; (iv) corporation that acquires all or substantially all of the shares of stock or assets of Tenant; or (v) to any corporation which is the successor corporation in the event of a corporate reorganization (a "**Related Entity**"). Landlord acknowledges that the Premises may be occupied by one or more Related Entity and their employees, and that such use of the Premises will not be considered an assignment or sublease, unless Tenant elects to treat it as such.

14. **Events of Default**. Each of the following occurrences shall constitute an "**Event of Default**": (a) Tenant's failure to pay Fixed Rental, or any other sums due from Tenant to Landlord under this Lease (provided, however, no such Event of Default shall occur under this subparagraph (a) unless Tenant fails to pay any such sum within ten (10) Business Days after receipt of a written notice of default from Landlord); (b) Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease, which failure is not cured within thirty (30) days of written notice from Landlord (provided, however, if Tenant commences such cure within such 30-day period and diligently pursues such cure, Tenant may have such additional time as may be reasonably necessary to effect such cure); or (c) the admission by Tenant in writing that it cannot meet its obligations as they become due, or the making by Tenant of an assignment for

the benefit of its creditors. Any Event of Default shall be considered a breach of this Lease by Tenant.

15. **Remedies.** Upon the occurrence of any Event of Default, and at any time thereafter so long as the same shall be continuing, Landlord may, at its option by written notice to Tenant, do one or more of the following, as Landlord in its sole discretion shall determine:

a. In addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder, and Landlord shall have all the rights and remedies of a Landlord provided by Section 1951.2 of the California Civil Code. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

i. the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

ii. the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

iii. the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

iv. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to: unamortized tenant improvement costs; attorneys' fees; brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Premises; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, and alterations.

As used in subsections (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the 3% above the "prime rate" from time to time in effect, as published in *The Wall Street Journal* on such day (the "**Default Rate**"). As used in subsection (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

b. Assuming that Landlord has not exercised its right to terminate this Lease under subsection (a) above, Landlord may terminate Tenant's right of possession of the Premises without terminating this Lease by giving written notice to Tenant that Tenant's right to possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Property or any part thereof shall cease on the date stated in such notice.

If Landlord terminates Tenant's right of possession of the Premises without terminating this Lease, such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Fixed Rental hereunder for the then current Term. In such event, Landlord shall have the right from time to time to recover from Tenant, and Tenant shall remain liable for, all accrued Fixed Rental not theretofore paid which is due under this Lease during the period from the date of such notice of termination of possession to the date of such demand by Landlord, but not for any period after the last day of the then current Term. In any such case, Landlord shall use all reasonable efforts to relet the Premises (which may be for a term extending beyond the then current Term of this Lease). In connection with such reletting, Landlord may consider any commercially reasonable substitute tenant offered by Tenant. Also, in any such case, but subject to obtaining a court order in the case of a lock out, Landlord shall change the locks or other entry devices of the Premises and make repairs, alterations and additions in or to the same and redecorate the same to the extent deemed by Landlord, in its reasonable judgment, necessary or desirable, and Tenant shall upon written demand pay the reasonable costs thereof, together with Landlord's reasonable expenses of reletting, including without limitation reasonable legal fees, reasonable brokerage commissions and reasonable tenant improvement allowances or other concessions (such decorating and reletting expenses collectively, the "**Additional Expenses**"). Landlord may collect the rents from any such reletting and apply the same first to the payment of late charges and default interest, second to the payment of maintenance, repair and insurance costs, third to the payment of the Additional Expenses and finally to the payment of Fixed Rental herein provided to be paid by Tenant, and any excess or residue shall operate as an offsetting credit against the amount of Fixed Rental payable hereunder as the same thereafter becomes due and payable; provided that the use of such offsetting credit to reduce the amount of Fixed Rental due to Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue and any such excess or residue shall belong to Landlord solely; provided further that in no event shall Tenant be entitled to a credit against such Fixed Rental in excess of the aggregate amount (including the Fixed Rental and any Additional Expenses payable by Tenant) due hereunder or which would have been paid by Tenant for the period for which the credit to Tenant is being determined, had no default occurred. No such reentry, repossession, repairs, alterations, additions or reletting shall (i) be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant, or (ii) operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

c. Landlord may exercise any other right or remedy that may be available to it under applicable laws or in equity, or proceed by appropriate court action (legal or equitable) to enforce the terms hereof or to recover damages for the breach hereof, including the right and remedies provided by California Civil Code Section 1951.4 ("Landlord may continue lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations"). A single suit or separate suits may be brought to collect any such damages for any period or periods with respect to which Fixed Rental shall have accrued,

and such suits shall not in any manner prejudice Landlord's right to collect any such damages for any subsequent period.

d. No repossession of any or all of the Premises or exercise of any remedy under this Lease, including termination of this Lease, shall, except as specifically provided herein, relieve Tenant of any of its liabilities and obligations hereunder, including the obligation to pay Fixed Rental. In addition, except as specifically provided herein, Tenant shall be liable for any and all unpaid Fixed Rental due hereunder before, after or during the exercise of any of the foregoing remedies, including the Additional Expenses and reasonable legal fees and other costs and expenses (plus interest on such amounts from the date payable until the date paid at the Default Rate) incurred by Landlord by reason of the occurrence of any Event of Default or the exercise of Landlord's remedies with respect thereto and including all costs and expenses incurred in connection with the return of the Property in the manner and condition required by, and otherwise in accordance with the provisions of Section 22(e), as if the Property were being returned at the end of the Term.

e. To the extent permitted by, and subject to the mandatory requirements of, applicable laws, each and every right, power and remedy specifically given to Landlord in this Lease or otherwise available under applicable law shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law or in equity, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Landlord, and the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any right, power or remedy. No delay or omission by Landlord in the exercise of any right, power or remedy or in the pursuit of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of Tenant or to be an acquiescence therein. Landlord's consent to any request made by Tenant shall not be deemed to constitute or preclude the necessity for obtaining Landlord's consent in the future to all similar requests. No express or implied waiver by Landlord of any Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. Landlord shall use such efforts as may be required by applicable law to mitigate any damages suffered by Landlord that result from an Event of Default.

16. **Landlord's Default.** If Landlord defaults under this Lease, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such default, provided, however, if Landlord commences such cure within such 30-day period and diligently pursues such cure, Landlord may have such additional time as may be reasonably necessary to effect such cure. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof; provided, however, in the event of a bona fide emergency to person or property, Tenant may cure such default and receive reimbursement for Tenant's reasonable third-party costs in affecting such cure within thirty (30) days after invoice. All obligations of Landlord hereunder will be construed as covenants, not conditions. In no event shall Landlord be liable for consequential, punitive, exemplary or other damages (other than actual damages only) in connection with this Lease. Tenant shall use commercially reasonable efforts to mitigate damages.

17. **Mechanics' Liens.** Tenant shall fully and promptly pay all sums necessary for the costs or repairs, alterations, improvements, charges or other work done by Tenant on the Premises. Tenant shall indemnify and hold Landlord harmless from and against any and all such costs and liabilities incurred by Tenant, and against any and all mechanics', materialmen's, or laborers' liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises. This obligation shall survive the termination of this Lease.

18. **Holding Over.** If Tenant fails to vacate the Premises at the Termination Date, then Tenant shall be a tenant at will and Tenant shall pay as a daily Fixed Rental an amount equal to 1.5 times the daily Fixed Rental payable during the last month of the Term. In no event shall Tenant be liable for damages in connection with any holdover unless such holdover continues for a period of more than ninety (90) days.

19. **Notices.** The persons and their addresses having authority to give and receive notices under this Lease include the following:

<u>Landlord Notice Address:</u> <i>Set forth on Landlord's signature page to Lease</i>	<u>Tenant Notice Address:</u> <i>Set forth on Tenant's signature page to Lease</i>
---	---

All notices between the Landlord and the Tenant provided for or permitted under this Lease must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) Business Days of Landlord (as defined herein) after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) Business Day of Landlord after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Lease, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810). A "**Business Day of Landlord**" shall be defined in this Lease to mean the days that are neither a Saturday, Sunday, legal holiday for national banks in the location where the Property is located, or holiday of Purchaser, which holidays for Purchaser shall include New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day.

20. **Indemnification.**

a. Subject to Section 12 herein, Tenant shall indemnify, defend and hold Landlord harmless from any claim for injury to person or damage to property accruing during the

Term of this Lease and occurring within the Premises. For the avoidance of doubt, this Section 20(a) does not cover an environmental claim.

b. Subject to Section 12 herein, Tenant shall indemnify, defend and hold Landlord harmless from any claim relating to the environmental condition of the Premises, accruing during the Term of this Lease and arising out of the tenancy or actions of Tenant or its agents, employees, contractors, and invitees (each, a “**Tenant Party**”). For the avoidance of doubt, Tenant shall have no liability to Landlord for any environmental condition of the Premises (or a related claim) that (a) did not arise out of the actions of a Tenant Party, or (b) existed or accrued prior to the Commencement Date, even if arising out of the actions of a Tenant Party.

These indemnity obligations shall survive the termination of this Lease. For Landlord’s indemnification rights to remain effective, Landlord must notify Tenant in writing within one hundred twenty (120) days of receiving notice of the claim.

21. **Casualty.** In the event of a casualty involving the Premises that will take more than sixty (60) days to repair, as reasonably estimated by Landlord or Tenant, then Tenant may terminate this Lease within thirty (30) days after such casualty. In the event the Premises are untenantable in whole or in part, then Fixed Rental shall be equitably abated to reflect the portion of the Premises not tenantable. Neither Landlord nor Tenant have any restoration obligations in the event of a casualty.

22. **Condemnation.** In the event that Landlord or Tenant receives notice of any pending or threatened condemnation or any public or quasi-public taking, use under law, eminent domain or private purchase in lieu thereof (a “**Taking**”) of any portion of the Premises, then such party shall promptly notify the other in writing. If any material portion of the Premises will be taken during the Term of this Lease, such that in Tenant’s reasonable judgment the operations of Tenant at the Premises would be materially impaired, then Tenant shall have the right, exercisable by delivery of written notice to Landlord, to terminate this Lease. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds is expressly waived by Tenant; *provided, however,* Tenant may file a separate claim for Tenant’s furniture, fixtures, equipment and other personal property, loss of goodwill and Tenant’s reasonable relocation expenses. Tenant hereby waives any right it may have pursuant to any applicable Laws, and agrees that the provisions hereof shall govern the parties’ rights in the event of any Taking.

23. **Miscellaneous.**

a. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computation of Fixed Rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

b. Within thirty (30) days after the request of the other, at any time and from time to time, both Landlord and Tenant agree to execute, acknowledge and deliver an estoppel certificate certifying that (i) this Lease is in full force and effect, (ii) the date through which Fixed Rental has been paid and (iii) to such party's knowledge, that no default by Landlord or Tenant, as appropriate, has occurred hereunder or specifying the nature of any such default.

c. Each of the parties represents and warrants that there are no unpaid claims for brokerage commission or finder's fees in connection with the execution of this Lease, and each agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim (including without limitation, the cost of legal fees in connection therewith). This obligation shall survive the termination of this Lease.

d. The laws of the State of California shall govern the interpretation, validity, performance and enforcement of this Lease. Venue for any action arising out of or related to this Lease shall only be in Fresno County, California.

e. At the end of the Term, Tenant shall deliver the Premises in its then existing condition. Any tangible personal property on the Premises at the time Tenant vacates shall be considered abandoned and deemed the property of Landlord, except for (i) all "non-exempt" assets under Section 851 of the California Public Utilities Code located on or about the Premises ("**Non-Exempt Assets**"), and (ii) any other personal property utilized by Tenant pursuant to other easements, leases, or licenses. Tenant shall execute an "as is" Bill of Sale conveying Tenant's interest in such remaining property and any other reasonable documentation necessary to effect such transfer of ownership.

f. Each provision of this Lease shall be construed in such manner as to give such provision the fullest legal force and effect possible. To the extent any provision herein (or part of such provision) is held to be unenforceable or invalid when applied to a particular set of facts, or otherwise, the unenforceability or invalidity of such provision (or part thereof) shall not affect the enforceability or validity of the remaining provisions hereof (or of the remaining parts of such provision), which shall remain in full force and effect, nor shall such unenforceability or invalidity render such provision (or part thereof) would be held legally enforceable and/or valid.

g. Notwithstanding anything to the contrary, in no event shall Tenant be liable for consequential, punitive, exemplary or other damages (above and beyond actual damages only) in connection with this Lease.

24. **Delivery of the Premises:** Tenant acknowledges and agrees the Premises are delivered by Landlord and accepted by Tenant in its present "**AS IS, WHERE IS, WITH ALL FAULTS**" condition as of the Commencement Date. **Tenant acknowledges that it has been provided access and ample opportunity to inspect the Premises and its existing condition, improvements and systems and, except as expressly provided otherwise in this Lease, is not relying upon any warranty or representation of Landlord or its agents regarding the**

condition, adequacy or suitability of the same for Tenant's intended purpose, LANDLORD HEREBY EXPRESSLY DISCLAIMING ANY SUCH WARRANTY.

25. **No Contractual or Statutory Lien.** Landlord hereby waives any contractual or statutory lien on the goods, wares, or equipment of Tenant located at the Premises.

26. **Attornment.** Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgagee made by Landlord covering any part of the Premises, or in the event the Premises are sold by Landlord, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

27. **Priority of Lease.** Upon written request of Landlord or the holder or of a proposed holder of any mortgage now or hereafter covering or to cover any part of the Premises, Tenant will subordinate its rights under this Lease to the lien of such mortgage and to all advances made or to be made upon the security thereof, and Tenant shall, within ten (10) business days after written demand therefor, execute, acknowledge, and deliver an instrument, in the form customarily used by such encumbrance holder, and reasonably satisfactory to Tenant, effecting such subordination; provided, however, as a condition to such subordination, Landlord shall cause such lienholder to sign a subordination and non-disturbance agreement in a form reasonably acceptable to Tenant. For the avoidance of doubt and notwithstanding anything to the contrary, in no event shall any Non-Exempt Asset be subject to the lien of a mortgage of Landlord.

28. **Certified Access Specialist.** For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

[The remainder of this page is intentionally blank. Signature page follows.]

EXECUTED on the dates set forth below to be effective as of the date first above written.

LANDLORD:

PACIFIC BELL TELEPHONE COMPANY,
a California corporation

By: _____
Name: _____
Title: _____
Date signed: _____

Address:

AT&T Services, Inc.
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn.: CRE Lease Administration

With a copy to:

AT&T Services, Inc.
208 S. Akard Street, Room 3137
Dallas, TX 75202
Attn.: AVP Senior Legal Counsel—Real Estate

With a copy to:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P
San Ramon, CA 94583

TENANT:

AT&T SERVICES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____
Date signed: _____

Address:

AT&T Services, Inc.
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn.: CRE Lease Administration

With a copy to:

AT&T Services, Inc.
208 S. Akard Street, Room 3137
Dallas, TX 75202
Attn.: AVP Senior Legal Counsel—Real Estate

With a copy to:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P
San Ramon, CA 94583

ATTACHMENT 1

LEGAL DESCRIPTION

PARCEL A OF PARCEL MAP NO. 89-26 RECORDED IN BOOK 50, PAGE 62 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

Including the building located at 5555 E. Olive Avenue, Fresno, California, but specifically excluding the building located at 5520 E. Hedges Avenue, Fresno, California.

APN: 455-223-12

ATTACHMENT 2

DEMISING WALL AND UPDATED PREMISES AFTER THE ADJUSTMENT DATE

Demised Shell Plan - 5555 E. Olive Avenue



Executive Summary

Property Overview

Financial

Area Overview

Market Data

EXHIBIT C TO REAL ESTATE SALE CONTRACT
INSURANCE REQUIREMENTS

1. With respect to Purchaser's inspection under the Contract, and in addition to Purchaser's obligation to indemnify, Purchaser shall at its sole cost and expense:
 - a. maintain the insurance coverages and limits required by this memorandum and any additional insurance and/or bonds required by law:
 - i. at all times during the term of the Contract or until completion of all inspections associated with the Contract, whichever is later; and
 - ii. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of the Contract or completion of all inspections associated with the Contract, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of inspections under the Contract;
 - b. require each subcontractor who may perform inspections under the Contract or enter upon the inspections site to maintain coverages, requirements, and limits at least as broad as those listed in this Memorandum and to include as additional insureds any party that Purchaser is required to include as an additional insured, and other extensions of coverage required of Seller, from the time the subcontractor begins inspections and throughout the term of the subcontractor's inspections and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter
 - c. procure the required insurance from an insurance company eligible to do business in the jurisdiction or jurisdictions where inspections will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Purchaser may procure insurance from the state fund of the state where inspections are to be performed;
 - d. upon request, provide to Seller, certificates of insurance and/or endorsements evidencing the required insurance;
 - e. provide or have the issuing insurance company provide at least thirty (30) days' advance written notice of cancellation, non-renewal, or reduction in insurance coverage, terms, or limits.
2. Seller and Purchaser agree that:
 - a. the failure of Seller to request such certificates of insurance or to identify a deficiency will not be construed as a waiver of Purchaser's obligation to maintain the insurance required under the Contract;

- b. the insurance required under the Contract does not represent that coverage and limits will necessarily be adequate to protect Purchaser, nor shall it be deemed as a limitation on Purchaser's liability to Seller in the Contract;
- c. Purchaser may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
- d. Purchaser is responsible for any deductible or self-insured retention.

3. The insurance coverage required by this Memorandum includes:

- a. **Workers' Compensation** insurance where required by law, with benefits afforded under the laws of any state in which the inspections are to be performed and **Employers Liability** insurance with limits of at least:
 - \$500,000 for Bodily Injury – each accident
 - \$500,000 for Bodily Injury by disease – policy limits
 - \$500,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of Seller, AT&T, their affiliates, and their directors, officers and employees.

In states where **Workers' Compensation** insurance is a monopolistic state-run system, Purchaser shall add **Stop Gap Employers Liability** with limits not less than \$500,000 each accident or disease.

- b. **Commercial General Liability** insurance written on Insurance Services Office (ISO) Form CG 00 01 04 13 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 - \$2,000,000 General Aggregate limit
 - \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence
 - \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury
 - \$2,000,000 Products/Completed Operations Aggregate limit

If applicable, Purchaser will maintain Products and Completed Operations for at least (2) two years following completion of the inspections.

The Commercial General Liability insurance policy must:

- i. include Seller, AT&T, their affiliates, and their directors, officers, and employees as Additional Insureds. Upon request, Purchaser shall provide a copy of the Additional Insured endorsement to Seller. The

Additional Insured endorsement may either be specific to Seller or may be “blanket” or “automatic” addressing any person or entity as required by contract.

- ii. include a waiver of subrogation in favor of Seller, AT&T, their affiliates, and their directors, officers and employees; and
 - iii. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Seller or AT&T.
- c. **Business Automobile Liability** insurance if vehicles will be used in the performance of the contract, with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles. Seller, AT&T, their affiliates and their directors, officers and employees shall be included as Additional Insureds on a primary and non-contributory basis.
- d. **Umbrella/Excess Liability** insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers Liability policies. **Umbrella/Excess Liability** limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Seller or AT&T.

INVASIVE TESTING ONLY

- a. **Environmental Insurance (Contractor’s Pollution Liability)** with limits of at least \$5,000,000 each occurrence, claim, or wrongful act and \$10,000,000 aggregate. The policy must include Seller, AT&T, their affiliates, and their directors, officers, and employees as Additional Insureds. Purchaser shall provide a copy of the Additional Insured endorsement to Seller. If required within the scope of Purchaser’s inspections, the insurance required herein cannot exclude coverage for bodily injury, property damage, pollution or environmental harm resulting from or arising out of the inspections, asbestos, lead or silica-related claims, claims arising out of microbial matter or bacteria, testing, monitoring, measuring operations or laboratory analyses, or liability arising out of the operation of a treatment facility. The policy must contain a separation of insureds clause. If a motor vehicle is used in connection with the inspections, the Business Automobile Liability policy will include coverage at least as broad as Insurance Services Office (ISO) CA 99 48 and be endorsed to include Motor Carrier Act endorsement MCS 90.

EXHIBIT D TO REAL ESTATE SALE CONTRACT
FORM OF GRANT DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

The County of Fresno
Attn: Director of Internal Services, CIO
333 Pontiac Way
Clovis, CA 93612

MAIL TAX STATEMENTS TO:

The County of Fresno
Attn: Director of Internal Services, CIO
333 Pontiac Way
Clovis, CA 93612

APN: 455-223-12

(Above Space for Recorder's Use Only)

GRANT DEED

Documentary Transfer Tax \$ _____

(signature of declarant or agent determining tax)

- Computed on full value of property conveyed, or
 Computed on full value less liens and encumbrances remaining at time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, **Pacific Bell Telephone Company**, a California corporation (f/k/a The Pacific Telephone and Telegraph Company) ("Grantor"), hereby grants to **THE COUNTY OF FRESNO**, a political subdivision of the State of California ("Grantee"), that certain real property in the City of Fresno, County of Fresno, State of California described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all buildings and improvements located thereon and all easements, rights, privileges and appurtenances thereto (collectively, the "Property").

THE PROPERTY IS CONVEYED BY GRANTOR TO GRANTEE SUBJECT TO:

The items listed on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "Permitted Exceptions"); and

All "Non-Exempt" Assets under Section 851 of the California Public Utilities Code owned by Grantor located on or about the Property (the "Non-Exempt Assets") are not being conveyed by Grantor by this Grant Deed, and Grantor shall remain the sole owner thereof from and after

Closing. Grantee covenants that the Non-Exempt Assets shall not be encumbered in any manner by Grantee's acquisition financing, if any, or otherwise at any time.

THIS GRANT DEED shall be deemed to have been executed as of the _____ day of _____, 2020.

Grantor: PACIFIC BELL TELEPHONE COMPANY,
a California corporation

By: _____

Name: _____

Title: _____

MAIL TAX STATEMENTS AS SET FORTH ABOVE

Exhibit "A" – Legal Description of Property

Exhibit "B" – Permitted Exceptions

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

On _____ before me, _____, 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 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: _____

EXHIBIT "A"

TO
GRANT DEED

Legal Description of the Property

5555 E. Olive Avenue and 5520 E. Hedges Avenue, Fresno, California:

PARCEL A OF PARCEL MAP NO. 89-26 RECORDED IN BOOK 50, PAGE 62 OF PARCEL MAPS,
FRESNO COUNTY RECORDS.

APN: 455-223-12

Escrow File Number: [NCS-867618] [NOTE: TO BE CONFIRMED BY ESCROW AGENT]

EXHIBIT "B"

TO

GRANT DEED

Permitted Exceptions

1. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property;
2. All encumbrances and restrictions of record affecting title to the Property, any matter that a current and accurate survey of such parcel would reveal, the lien for non-delinquent ad valorem taxes and assessments, and any zoning ordinances and regulations and other laws or regulations governing the use or enjoyment of the Property;
3. That certain Memorandum of Lease of the Property dated on or around the date hereof by and between Pacific Bell Telephone Company, a California corporation, as landlord, and AT&T Services, Inc., a Delaware corporation, as tenant.
4. That certain Communications Easement #1 dated on or around the date hereof by and between The County of Fresno, a political subdivision of the State of California, as owner, and Pacific Bell Telephone Company, a California corporation, as grantee.
5. That certain Communications Easement #2 dated on or around the date hereof by and between The County of Fresno, a political subdivision of the State of California, as owner, and Pacific Bell Telephone Company, a California corporation, as grantee.
6. That certain Communications Easement #3 dated on or around the date hereof by and between The County of Fresno, a political subdivision of the State of California, as owner, and Pacific Bell Telephone Company, a California corporation, as grantee.
7. [To be continued].

EXHIBIT E TO REAL ESTATE SALE CONTRACT
FORM OF ASSIGNMENT AND ASSUMPTION OF CELL TOWER LICENSE

THIS ASSIGNMENT AND ASSUMPTION OF CELL TOWER LICENSE (this “Assignment”) is entered into as of _____, 2020 by and between **PACIFIC BELL TELEPHONE COMPANY**, a California corporation (hereinafter called “Assignor”), and **THE COUNTY OF FRESNO**, a political subdivision of the State of California (hereinafter called “Assignee”).

1. Reference to Purchase Agreement. Reference is made to a Real Estate Sale Contract dated _____, 2020, by and between Assignor, as seller, and Assignee, as buyer, pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, that certain improved real property described therein (the “Purchase Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee all right, title and interest of Assignor, if any, as licensor in and to that certain license (but only as such license pertains to the cell tower site on the Property and to no other property or site described in the license document) listed on Exhibit “A” attached hereto and incorporated herein by reference (the “License”).

3. Assumption. Assignee hereby assumes, and agrees to be bound by, all of the covenants, agreements and obligations of Assignor as licensor under the License

4. Indemnification. Assignee hereby covenants and agrees to defend, indemnify, save and hold harmless Assignor from and against any and all losses, liabilities, claims, or causes of action existing under the Licenses accruing on or after the date hereof. Assignor hereby covenants and agrees to defend, indemnify, save and hold harmless Assignee from and against any and all losses, liabilities, claims, or causes of action accruing under the License prior to the date hereof.

5. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

7. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (i) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, or (iii) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. A

party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. The attorney for a party has the authority to send notices on behalf of such party.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the date first written above.

ASSIGNOR:

PACIFIC BELL TELEPHONE COMPANY,
a California corporation

By: _____
Name: _____
Title: _____
Date signed: _____

Address:

AT&T Services, Inc.
CRE Lease Administration
One AT&T Way
Room 1B201
Bedminster, NJ 07921

With a copy to:

AT&T Services, Inc.
AVP Senior Legal Counsel – Real Estate
208 S. Akard Street, Room 3137
Dallas, TX 75202

with a copy to:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P
San Ramon, CA 94583

ASSIGNEE:

COUNTY OF FRESNO

a political subdivision of the State of California

By: _____
Robert W. Bash, Director of Internal Services/
Chief Information Officer

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel

By: _____
Deputy

Address:

The County of Fresno
Attn: Director of Internal Services/CIO
333 Pontiac Way
Clovis, CA 93612

With a copy to:

The County of Fresno
Chief Administrative Officer
2281 Tulare Street
Fresno, CA 93721

EXHIBIT “A”

License***

***Only as such relates to the Property, and no other property or site described in the License.

- *Master Communications Site License Agreement*, by and between Pacific Bell Telephone Company, a California corporation, as owner, and Omnipoint Communications, Inc., a Delaware corporation, as licensee, dated January 5, 2005.
- *Attachment I, Schedule #84 of Licensed Property to Master Communications Site License Agreement*, by and between Pacific Bell Telephone Company, a California corporation and Omnipoint Communications, Inc., a Delaware corporation, dated January 5, 2005.
- *First Amendment to Schedule #84 of Licensed Property to Master Communications Site License Agreement*, by and between Pacific Bell Telephone Company, a California corporation, as owner, and T-Mobile West LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation, as successor-in-interest to Omnipoint Communications, Inc., a Delaware corporation, as licensee, dated October 27, 2015.

EXHIBIT F TO REAL ESTATE SALE CONTRACT
FORMS OF THREE COMMUNICATIONS EASEMENTS

[See attached.]

THIS SPACE FOR RECORDER'S USE

<p>RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO:</p> <p>PACIFIC BELL TELEPHONE COMPANY c/o AT&T Services, Inc. Attn: Linda Rankin 600 East Green Street, Room 300 Pasadena, CA 91101</p> <hr/> <p>No Compensation Paid/No Transfer Tax Due</p> <p>BY: _____ [Name, Title]</p>
--

APN: 455-223-12
Escrow File: _____

GEO: SBR79

GRANT OF EASEMENT AGREEMENT
(Monopole Cellular Transport (#1))

THE STATE OF CALIFORNIA §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FRESNO §

THAT THIS GRANT OF EASEMENT AGREEMENT (this "**Agreement**") is entered into by the undersigned, **THE COUNTY OF FRESNO**, a political subdivision of the State of California ("**GRANTOR**"), and **PACIFIC BELL TELEPHONE COMPANY**, a California Corporation, d/b/a AT&T California ("**GRANTEE**"), wherein GRANTOR, as owner of a tract of land commonly known as **5555 E. Olive Avenue**, located in the City of Fresno, State of California (hereinafter called "**the Property**", as described on **Exhibit "A"** attached hereto), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE an exclusive, perpetual easement (hereinafter referred to as the "**Easement**") upon, across, over, above, and under the portion of the Property, as described on **Exhibit "B"** attached hereto and depicted on **Exhibit "B-1"** attached hereto (the "**Easement Area**") for the purposes hereinafter set forth.

The legal descriptions in **Exhibit "A"** and **Exhibit "B"** were prepared pursuant to Business and Professions Code section 8730, subdivision (c).

This Agreement does not constitute a conveyance of the Easement Area or the Property, nor of the minerals therein and thereunder, but grants only the Easement subject to the following:

(a) This Easement is granted for the purpose of permitting GRANTEE, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees, designees, and agents (together with

the Grantee, the “**Grantee Parties**”) to operate, maintain, protect, repair, , upgrade, replace, and remove such communications, data, video, and information systems and lines, circuits, conduits, manholes, handholes, cable risers, connector terminals, repeaters, testing terminals, route markers, service boxes, pedestals, terminal equipment cabinets, electrical conductors, and structures with electronic communication equipment, together with such other fixtures and appurtenances thereto as may exist now or in the future (collectively, the “**Facilities**”), as GRANTEE may from time to time require upon, across, over, above, under and within the Easement Area.

(b) GRANTOR further conveys to the Grantee Parties the following incidental rights and powers: the right of pedestrian and vehicular ingress to and egress from said Easement Area and the Facilities, utilizing reasonable routes across the Property twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year, including but not limited to the right to use existing and future roads, parking lots, entrances and exits and all other passageways on the Property; the right to drain or sheet flow storm water runoff from the Easement Area onto the Property and/or into existing and future storm water collection and drainage facilities located within the Property; the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of the Easement Area; the right to operate and maintain, or license others to do so, service lines for electric power; and, the right to install, maintain, and use paving, fencing, and gates across the Easement Area.

(c) GRANTOR, its/their successors and assigns, shall have the right to use the surface of the Easement Area insofar as such use does not, in the commercially reasonable business judgment of the GRANTEE, impair, interfere with or obstruct the use of the Easement by the Grantee Parties. GRANTOR hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on the surface of the Easement Area, and no change will be made in the grade, elevation or contour of the Easement Area, nor any tree planted thereon, without the prior written consent of GRANTEE, which consent will not be unreasonably denied, delayed or conditioned.

(d) During the period of installation, removal, maintenance, or replacement of the Facilities by GRANTEE within the Easement Area, GRANTEE shall have the right to use as temporary construction easements a portion of the surface of the Property as may be reasonably necessary for GRANTEE'S construction, installation, removal, maintenance, or replacement of said Facilities, as approved by GRANTOR in the reasonable judgment of GRANTOR, pursuant to a written plan submitted by GRANTEE. Following the initial installation of GRANTEE'S Facilities, and also after any later activities by GRANTEE which affect the Property, GRANTEE shall promptly restore the grounds affected thereby to the same condition that existed prior to such activity.

(e) The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement.

(f) GRANTOR warrants that he/she/they are the owners of the Property and the Easement Area, and that GRANTOR has the right to make this conveyance and receive the consideration therefor. GRANTOR covenants that GRANTEE may quietly enjoy the Easement for the uses herein stated.

(g) To be effective, any abandonment of this Easement must be executed by Grantee and filed in the applicable real property records.

(h) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE GRANTEE PARTIES BE LIABLE TO GRANTOR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR COST OF REPLACEMENT SERVICES.

(i) HOLD HARMLESS: GRANTEE agrees to indemnify, save, hold harmless, and at GRANTOR's request, defend GRANTOR, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to GRANTOR in connection with the performance, or failure to perform, by GRANTEE, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of GRANTEE, its officers, agents, or employees under this Agreement, but in any event of either of the foregoing, only to the extent not due to any wrongful act or negligence of GRANTOR or its servants, agents, employees or representatives.

(j) HOLD HARMLESS: GRANTOR agrees to indemnify, save, hold harmless, and at GRANTEE's request, defend GRANTEE, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to GRANTEE in connection with the performance, or failure to perform, by GRANTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of GRANTOR, its officers, agents, or employees under this Agreement, but in any event of either of the foregoing, only to the extent not due to any wrongful act or negligence of GRANTEE or its servants, agents, employees or representatives.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A TO EASEMENT FOR COMMUNICATIONS FACILITIES
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

5555 E. Olive Avenue, Fresno, California:

PARCEL A OF PARCEL MAP NO. 89-26 RECORDED IN BOOK 50, PAGE 62 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

APN: 455-223-12

EXHIBIT B TO EASEMENT FOR COMMUNICATIONS FACILITIES

LEGAL DESCRIPTION OF EASEMENT AREA

A.P.N.: 455-223-12 (portion)
EASEMENT FOR CELLULAR TRANSPORT LINE

An easement of variable width lying equally on each side of the following described center line over, under and across portions of Parcel A of Parcel Map No. 89-26, according to the map thereof filed in Book 50 of Parcel Maps at page 62, Fresno County Records, being a portion of the northeast quarter of Section 32, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, as follows:

Beginning at a point within said Parcel 'A' from which the northeast corner thereof bears North 78° 43' 14" East a distance of 129.80 feet and North 00° 29' 03" East a distance of 170.00 feet;

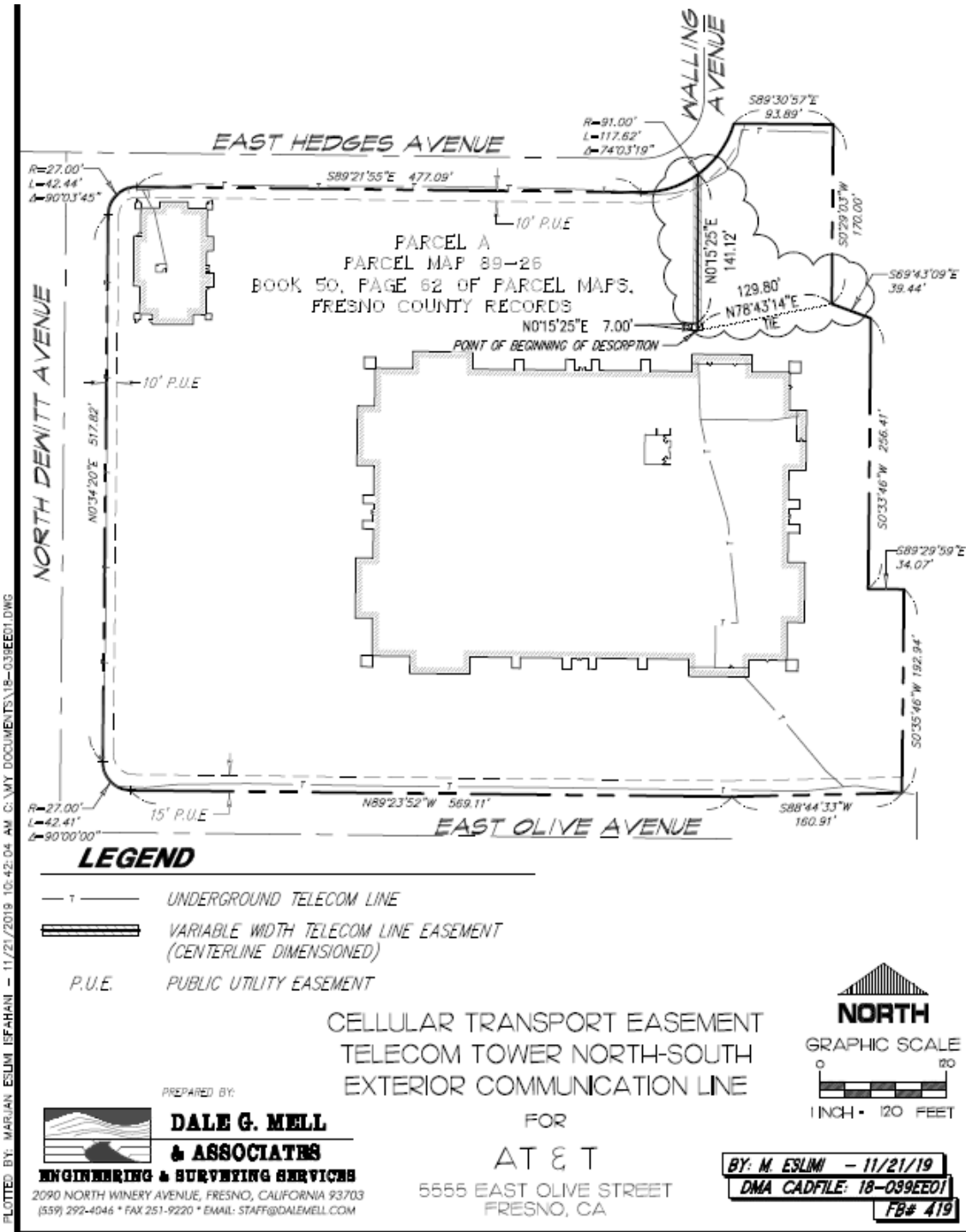
Thence along the center line of a 7.00 feet wide easement, North 00° 15' 25" East a distance of 7.00 feet;

Thence along the center line of a 3.00 feet wide easement, North 00° 15' 25" East a distance of 141.12 feet to the intersection with the northwesterly line of said Parcel 'A', said intersection being a point on a curve concave to the northwest having a radius of 91.00 feet and the northerly terminus of said described center line.

The sidelines of said easement are to be extended or foreshortened to terminate on the 91.00 foot radius curve defining said northerly line of Parcel 'A'.

For the purposes of this description the westerly portion of the south line of said Parcel A is taken to be North 89° 23' 52" West.

EXHIBIT B-1 TO EASEMENT FOR COMMUNICATIONS FACILITIES
DEPICTION OF EASEMENT AREA



RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

THIS SPACE FOR RECORDER’S USE

PACIFIC BELL TELEPHONE COMPANY
c/o AT&T Services, Inc.
Attn: Linda Rankin
600 East Green Street, Room 300
Pasadena, CA 91101

APN: 455-223-12
Escrow File: _____

GEO: SBR79

DECLARATION OF EASEMENTS
FOR COMMUNICATIONS EQUIPMENT
(Olive MPOE with Equipment Room (#2))

THE STATE OF CALIFORNIA §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FRESNO §

THAT THIS DECLARATION OF EASEMENTS FOR COMMUNICATIONS EQUIPMENT (this “**Declaration**”) is made as of the _____ day of _____, 2020, by and between **THE COUNTY OF FRESNO**, a political subdivision of the State of California (“**Owner**”) and **PACIFIC BELL TELEPHONE COMPANY**, a California corporation, d/b/a AT&T California (“**Grantee**”).

WHEREAS, on or about the date hereof, Grantee or an affiliate of Grantee sold and transferred to Owner certain real property commonly known as **5555 E. Olive Avenue**, located in the City of Fresno, State of California (the “**Property**”), which Property is more particularly described on **Exhibit A**, attached hereto and made a part hereof;

WHEREAS, the Property consists of, among other things a Building (the “**Building**”) and the land thereon;

WHEREAS, Grantee desires to use and operate, among other things, certain communications equipment and the associated cables, wires, above and below ground transmission equipment, data, video, and information systems and lines, circuits, conduits, electronic equipment manholes, handholes, cable risers, connector terminals, repeaters, testing terminals, route markers, service boxes, pedestals, terminal equipment cabinets, electrical conductors, and structures with electronic communication equipment, together with such other fixtures and appurtenances thereto, as the same may exist from time to time (collectively, the “**Communications Equipment**”), used or designed by Grantee (“**Grantee’s Business**”), or its permitted licensees pursuant to Paragraph 14(f), within portions of the Building and elsewhere on the Property, and to reconstruct, repair, replace, upgrade, operate and/or maintain the Communications Equipment and to have access thereto for such purposes, and to have certain rights to restrict any such access thereto by other persons; and

WHEREAS, to comply with Section 851 of the California Public Utilities Code (“**Section 851**”), and to ensure the Communications Equipment is not encumbered, Grantee requires the rights to use, maintain, operate, and access the Communications Equipment running throughout the Property and Building, which is necessary to the operation of Grantee’s Business.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant Grantee the following easements and rights and the parties otherwise agree as follows:

1. **Grant of Easements**. Subject to Paragraph 7 below, Owner, for itself and its successors and assigns, does hereby give, grant, sell, assign, bargain, and confirm unto Grantee, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees, designees, and agents, the following easements and rights in, over and through the Property and the Building (collectively, the “**Easements**”):
 - (a) An exclusive permanent right and easement (the “**Communications Easement**”) in the vertical and/or horizontal space in the Building or elsewhere on, about or under the Property in which the now existing Communications Equipment is located, as described on **Exhibit B** attached hereto, and depicted on **Exhibit D** attached hereto (the “**Communications Easement Area**”), whether on, under or through the Building (the “**Interior Communications Easement Area**”) or elsewhere on, under or through the Property (the “**Exterior Communications Easement Area**”), for the installation, reconstruction, placement, upgrade, maintenance, inspection, repair, replacement, protection, and operation of the Communications Equipment, as Grantee may from time to time require, together with ingress thereto and egress therefrom twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty five (365) days per year. Grantee shall use its commercially reasonable efforts to identify the exact location of the Communications Easement Area and existing Communications Equipment from time to time after the date hereof, and Owner shall cooperate (at no cost to Owner) with Grantee in such effort. As such locations are identified, this Declaration shall be supplemented or amended to reflect such locations as provided in Paragraph 14(c);
 - (b) An exclusive permanent right and easement (the “**Equipment Room Easement**”) to use and occupy the room located in the Building, as described on **Exhibit C** attached hereto, and depicted on **Exhibit D** attached hereto (the “**Equipment Room**” and together with the Communications Easement Area, the “**Easement Areas**”), together with ingress thereto and egress therefrom, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty five (365) days per year, for any use or purpose in connection with or related to Grantee’s Business, including without limitation for any installation, reconstruction, placement, upgrade, maintenance, inspection, repair, replacement, protection, and operation of the Communications Equipment; and
 - (c) The rights and easements for uses appurtenant to the Equipment Room Easement and the Communications Easement, as set forth below (the “**Appurtenant Easements**”):

- a. A non-exclusive right of way and easement to enter upon and cross over, under and along the Property and in and across the Building as necessary for pedestrian ingress to and egress from the Easement Areas and, where appropriate, vehicular ingress to and egress from the Exterior Communications Easement Area, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty five (365) days per year, including but not limited to the right to use existing and future roads, parking lots, entrances and exits and all other passageways on the Property, including without limitation access to the parking facilities located on the Property and the right to park up to four (4) vehicles, for which there shall be no parking charge, belonging to Grantee or Grantee's employees or contractors, at any given time and, in the case of an emergency or major installation or repair, such additional vehicles there or at such other locations on the Property as may be reasonably necessary to properly handle such emergency, major installation or repair. Owner shall provide Grantee with commercially reasonable routes and access in and across the Building to and from any Easement Areas; provided, however, that Grantee will act in good faith as to not unreasonably disrupt Owner or tenants in the Building, absent an emergency.
- b. The right to drain or sheet flow storm water runoff from the Exterior Communications Easement Area onto the Property and/or into existing and future storm water collection and drainage facilities located within the Property; the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of the Exterior Communications Easement Area; the right to operate and maintain, or license others to do so, service lines for electric power; and, the right to install, maintain, and use paving, fencing, and gates across the Exterior Communications Easement Area.
- c. Grantee shall notify Owner in writing if Grantee believes that a condition under the reasonable control of Owner exists on the Property or in the Building that threatens the continued and safe operation of Communications Equipment and/or related facilities in the Easement Areas. If Owner fails to commence to correct such condition or to provide Grantee with adequate assurances that no such condition exists within ten (10) business days after receipt of such written notice from Grantee, then Grantee may take any actions, including without limitation accessing areas of the Property and the Building not subject to an Easement hereunder, deemed reasonably necessary by Grantee to correct such condition subject to terms and conditions of this Declaration. If any condition exists that threatens the continued and safe operation of the Communications Equipment and/or related facilities in the Easement Areas, which creates a safety risk to the property of Owner, which condition is attributable to actions or the inaction of Grantee or under the reasonable control of Grantee, Grantee shall correct such condition within ten (10) business days of notice of such condition by Owner, or when Grantee becomes aware of such condition. If Grantee fails to commence to correct such condition within three (3) business days after a second written notice,

then Owner may correct such condition and recover any reasonable, third-party amounts expended on such correction from Grantee.

2. Exclusivity and Non-Disturbance of Easements: Compliance with Law.

- (a) Except as otherwise specifically provided in this Declaration or by applicable law, Owner expressly acknowledges and agrees for itself and its successors and assigns that it shall have no right to use or access the Equipment Room nor shall any of Owner's agents, employees, invitees, tenants or contractors have any right to use or access the Equipment Room. Owner and its agents and contractors may (i) without the prior written consent of Grantee, access the Equipment Room only in the event of an emergency, or to the extent necessary to remedy a violation of applicable law by Grantee which is not remedied by Grantee after notice thereof from Owner and a reasonable opportunity to cure, and (ii) with prior written consent of Grantee and when accompanied by representatives of Grantee, access the Equipment Room to inspect, repair and maintain the subjacent and sublateral support of the Building in the manner in which and to the extent that the Building is currently supported by any structural columns, footings and elements; provided that, in the case of access pursuant to clause (ii) above, Owner shall give Grantee at least ten (10) business days prior written notice of such inspections or repair work, and Grantee shall have the right to have a representative present at all times for such inspections and work; and provided further that, in the case of access pursuant to clause (i) or (ii) above, except to the extent necessary to respond to an emergency situation, Owner shall comply with any reasonable requirements of Grantee to protect persons and property within the Equipment Room. Except as required by applicable law, Owner shall not install any cables, lines, pipes, wires, trenches or any other materials, equipment or other things in or through the Equipment Room, and shall not penetrate the Equipment Room in any manner without the prior written approval of Grantee, which may be withheld in Grantee's sole discretion. Subject to Paragraph 14(g), with respect to the Communications Easement Area, Owner shall be responsible for (i) compliance with all applicable Laws; (ii) inspections, repair, maintenance and replacement of the vertical and horizontal space, structural columns, footing, elements and support of the Building; and (iii) ensuring that no repairs, maintenance, replacements or improvements made in or to the Communications Easement Area unreasonably affect Grantee's use of the Communications Equipment or Grantee's Business.
- (b) Owner agrees, for itself and its successors and assigns, that subject to Grantee's compliance with the material terms of this Declaration, including in particular Paragraph 6(a) below and subject to Owner's rights and obligations under Paragraph 7 below and any other qualifications specifically set forth elsewhere in this Declaration, Owner shall not unreasonably disturb, disrupt or interfere with Grantee's possession, use, or enjoyment of the Easements and the Communications Equipment, or Grantee's access to the Easements and the Communications Equipment. The Easements shall be superior to, and in no event shall be required to be subordinated to, any mortgage affecting the Property. Grantee has advised Owner that any penetration of the

Easement Areas or leakage into the Easement Areas by water, steam, heat, sewage or other elements could pose a danger to the continued and safe operation of the Communications Equipment. Owner agrees, for itself and its successors and assigns, to use reasonable efforts to assure that the tenants and other occupants of the Building are aware of the locations of the Easements, and do not interfere with or penetrate any of the Easements, the Easement Areas, or the Communications Equipment.

- (c) As of the date of this Declaration and at all times thereafter, but only after the expiration of the Lease (as hereinafter defined), Owner shall furnish Grantee with at least five (5) keys to at least one (1) exterior door of the Building, which door shall be reasonably accessible to the Equipment Room and the parking area. Grantee shall safeguard such keys, allowing key access to only its employees actively maintaining the Easement Areas, and ensuring that no unauthorized utilization of the keys occurs.
- (d) Grantee shall at all times maintain, use and operate the Easements and its Communications Equipment and other personalty in compliance with all applicable laws, including without limitation applicable building codes, zoning regulations and environmental laws.

3. Use of Appurtenant Easements.

- (a) Grantee and its successors, assigns and licensees may use the Appurtenant Easements for the purposes of operating, maintaining, repairing, replacing, inspecting, protecting, “pulling”, “laying”, or removing cable and fiber lines and other Communications Equipment and other items into or out of the Easement Areas upon not less than one (1) business days prior notice to Owner, except in the case of an emergency, in which Grantee shall provide such notice as soon as reasonably practicable. Further, Grantee may use the Appurtenant Easements for ingress and egress to and from the Easement Areas and for access through the Building and elsewhere on the Property to the extent necessary for the installation, reconstruction, placement, upgrade, maintenance, inspection, repair, replacement, protection, and operation of the Communications Equipment.
- (b) With respect to each Appurtenant Easement granted pursuant to this Declaration, Owner, for itself and its successors and assigns, reserves the right to use the area covered by each Appurtenant Easement for any uses and purposes that do not unreasonably interfere with Grantee’s use of such easement area; provided that Owner shall not, and shall not permit its employees, contractors or agents to, interfere or tamper with any Communications Equipment, wherever situated on the Property.
- (c) Grantee shall access the Property and use the Easements in a manner that reasonably minimizes disruption and interference with the operation of the Property by Owner and its successors, assigns, tenants and occupants.

4. Maintenance. Except to the extent set forth in the last sentence of this Paragraph 4, but in all respects subject to Paragraph 14(g), Owner agrees, for itself and its successors and assigns and at its sole cost and expense, to maintain the Property and the Building so as to provide commercially reasonable ingress and egress to and from the Easements (with at least one working elevator), including maintaining reasonable lighting necessary for Grantee to access the Easements, and to maintain the Building so that it shall at all times be watertight and structurally sound. Any improvements made by Owner to the respective Easement Areas shall not materially interfere with Grantee's rights or materially reduce or materially alter the existing dimensions of or the entrances or access ways to the respective Easement Areas. Notwithstanding the forgoing, but in all respects subject to Paragraph 14(g), Grantee shall, at its expense, maintain the interior of the Equipment Room and the Communications Easement Area (subject to rights to replace or abandon the same), the Communications Equipment, and all other equipment and personalty used by Grantee in connection with Grantee's Business.

5. Utilities.

(a) Grantee shall have the right to use water, electricity and other utilities (including without limitation chilled water for the air conditioning unit and heat, but not including telephone or other communications facilities), provided that (i) Grantee shall be separately billed at commercially reasonable rates with no markups, and shall pay all electricity and other utilities used by Grantee, and (ii) Grantee shall pay for all new connections to existing utilities and/or separate meters. In the event any such utilities are not separately metered and billed as of the date hereof, Grantee shall, at its expense, apply to the appropriate provider thereof to have such utilities separately metered and billed, provided that Owner shall cooperate with Grantee to the extent reasonably necessary to enable Grantee to obtain any necessary separate meter and separate billing, and Grantee shall pay the reasonable third-party costs incurred by Owner in connection therewith. Until such time as any such utility is so separately metered and billed, Owner may bill Grantee for its pro rata share of the cost thereof, as reasonably determined by Owner in a commercially reasonable manner. From time to time, Owner shall reasonably cooperate and sign such commercially reasonable licenses, permits, applications and confirmations that Grantee may request, at no cost to Owner.

(b) Except to the extent caused by Owner's or its agents', representatives' or employees' gross negligence or willful misconduct, no interruption or malfunction of any utility service shall constitute an eviction or disturbance of Grantee's use or possession of the Easements or breach by Owner or any of Owner's obligations hereunder, or render Owner liable or responsible to Grantee for any loss or damage which Grantee may sustain or incur. Notwithstanding the foregoing, Owner shall provide Grantee with at least forty-eight (48) hour's verbal notice in advance of any interruption of electrical services to the Building scheduled by Owner, and shall use all commercially reasonable efforts to cause the restoration of such utilities immediately or as soon as possible after the reason for the scheduled interruption is completed. In the event there is a loss of power attributable to a planned interruption for more than forty-eight (48)

hours, the parties agree to reasonably work in good faith to enable Grantee to secure an alternative power source at Owner's expense.

6. Performance of Work.

- (a) In the event Grantee desires to or must perform work in any portion of the Property subject to any Easements granted hereunder, the following shall apply:
 - a. Except for any work to be performed at the Equipment Room by Grantee where Owner's consent is not required, prior to performing any work (except in the event of an emergency), Grantee shall consult with and coordinate the work with Owner, and shall give at least fifteen (15) days' written notice to Owner before commencing such work. The work shall be performed in such a manner as to minimize disruption and not unreasonably interfere with the use or operation of the Property by Owner and/or its occupants.
 - b. All necessary licenses and permits required for such work shall be obtained by or on behalf of Grantee prior to the commencement thereof.
 - c. All work shall be completed free and clear of all liens of contractors, subcontractors, laborers, and materialmen and all other liens. In the event of such lien, or claim of lien is levied, Grantee shall, within ten (10) days of written notice from Owner, bond or discharge such lien or claim of lien. If Grantee fails or refuses to bond or discharge such lien or claim of lien, then Owner shall have the right, but not the obligation, to pay and discharge such lien or claim, without regard to the validity thereof, and Grantee shall reimburse Owner for all reasonable expenses incurred in connection with the discharge of such lien or claim, including reasonable attorneys' fees and costs, recording fees, and administrative costs and expenses.
 - d. All work shall be performed, and all improvements constructed in accordance with all laws, ordinances, codes, roles and regulations of all governmental authorities having jurisdiction over such work and all requirements of utility companies affected by such work.
- (b) In the event Owner desires to perform work on any portion of the Property which would materially adversely affect any of the Easements granted hereunder or the operation of Grantee's Business, the following shall apply:
 - a. Owner shall use reasonable efforts to coordinate the work with Grantee and, except in an emergency, shall give at least thirty (30) days' written notice to Grantee before commencing such work. The work shall be performed in such a manner as to minimize disruption to Grantee's Business, and not to unreasonably interfere with the use by Grantee of the Easements. If any such work requires an interruption of utility service to the Equipment Room or any other portion of the Property subject to an Easement, the same shall only be performed after written

notice has been provided to Grantee at least two (2) weeks in advance, except in the event of an emergency. Grantee and Owner shall cooperate in scheduling any interruption of utility service and to address the reasonable concerns of Grantee and other tenants and occupants of the Property.

- b. Upon the completion of any work, the portion of any Easements upon which such work was performed shall be restored to the condition that existed immediately prior to such work (or substantial equivalent).
- c. If any work proposed to be performed by Owner would in Grantee's commercially reasonable business judgement interfere with Grantee's use of the Easements, then, prior to commencing such work, Owner shall secure the written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed, provided that Owner provides, at Owner's sole cost, an alternate location on the Property reasonably acceptable to Grantee where Grantee can relocate, at Owner's sole cost, the applicable Communications Equipment or other property of Grantee's used in the Easements.
- d. All work shall be performed, and all improvements constructed in accordance with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over such work, and all requirements of utility companies affected by such work.

7. Destruction or Condemnation.

- (a) In the event of a casualty to or a condemnation of the Building (a "**Casualty Event**") as a result of which Grantee's use of the Easements and/or the Communications Equipment or its ability to operate Grantee's Business is materially and adversely affected, Owner shall rebuild the Building.
- (b) Within a reasonable time (and in any event not more than ninety (90) days) after the occurrence of a Casualty Event, Owner shall provide written notice to Grantee of its determination to rebuild the Building. Owner shall promptly and diligently pursue such rebuilding, and all work shall be performed in accordance with the terms of this Declaration. Prior to and during the course thereof, Owner shall cooperate with Grantee to enable Grantee to the extent reasonably possible to continually operate Grantee's Business before, during and after completion of such rebuilding or building. If necessary, Owner shall permit Grantee, at Grantee's cost, to utilize other areas of the Property, reasonably acceptable to Owner, on a temporary basis for its portable Communications Equipment, cables, antennas and other facilities, as applicable, during the course of any such rebuilding or building. Further after completion of such rebuilding or building, Owner shall provide Grantee such easements, over and about the Property as may be necessary to enable Grantee to continue to operate Grantee's Business.

(c) Notwithstanding anything herein to the contrary, Owner shall promptly give Grantee written notice of any eminent domain proceedings that are threatened or instituted with respect to any material portion of the Building. For the avoidance of doubt, Grantee shall have the right to negotiate its damages related to any condemnation directly with the condemning authority.

8. Indemnification.

(a) Grantee agrees to indemnify, save, hold harmless, and at Owner's request, defend Owner, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to Owner in connection with the performance, or failure to perform, by Grantee, its officers, agents, or employees under this Declaration, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Grantee, but in any event of either of the foregoing, only to the extent not due to any wrongful act or negligence of Owner or its servants, agents, employees or representatives.

(b) Owner agrees to indemnify, save, hold harmless, and at Grantee's request, defend Grantee, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to Grantee in connection with the performance, or failure to perform, by Owner, its officers, agents, or employees under this Declaration, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Owner, its officers, agents, or employees under this Declaration, but in any event of either of the foregoing, only to the extent not due to any wrongful act or negligence of Grantee or its servants, agents, employees or representatives.

9. Reserved.

10. Default. If any party to this Declaration fails to comply with the requirements of this Declaration and thereafter fails to cure such failure within fifteen (15) days after receipt of written notice from the other party (stating in reasonable detail the requirements of compliance), or where such failure cannot reasonably be cured within fifteen (15) days, fails to commence such cure and thereafter diligently and in good faith complete the same, such notifying party shall have the right but not the obligation to cure such failure by performing such actions that the non-complying party was otherwise required to perform, and all third-party costs and expenses incurred by such notifying party in performing such actions, plus interest on such costs and expense at the "Prime Rate" from time to time in effect, as published in the Wall Street Journal, or, if no such rate is therein published, as published in or determined by an alternative source selected by Owner and reasonably acceptable to Grantee shall be paid by the defaulting party upon demand. Notwithstanding the foregoing, in the event of an

emergency that threatens the safety of persons or property or under circumstances that materially and adversely affect the Easements, a party may, immediately after attempting to notify the non-complying party, which may be by telephone (and without any further cure period), exercise the foregoing cure right, in which case all costs and expenses incurred by the notifying party in performing such actions, plus interest on such costs and expense at the Prime Rate (determined as set forth above) shall be paid by the non-complying party upon demand. In no event may the rights and easements pertaining to any property subject to this Declaration be terminated on account of a default under this Declaration. Each party shall have standing to enforce this Declaration and shall be entitled to obtain specific performance in enforcing this Declaration.

11. Insurance Obligation; Waiver of Subrogation. Each party shall at all times maintain, with a responsible insurance company eligible to write insurance in the State of California, all risk casualty insurance for covering the full replacement cost of, in the case of Owner, the Property and Building and in the case of Grantee, its Communications Equipment, and other personalty and equipment. Grantee may self-insure this risk.

Neither Owner nor Grantee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Declaration. Owner and Grantee shall require their respective insurance companies to include a standard waiver of subrogation provisions in their respective policies.

12. Easements Perpetual. Subject to Paragraph 7 and Paragraph 13, the easements, rights, privileges, covenants and restrictions in this Declaration shall be perpetual, and shall continue to be benefits and servitudes upon the Property and to run with the land.

13. Termination.

- (a) Notwithstanding anything to the contrary in Paragraph 12 above, Grantee shall have the right to terminate the Easements and this Declaration upon thirty (30) days' prior written notice to Owner. To be effective, any abandonment or termination of the Easements must be executed by Grantee and filed in the applicable real property records.
- (b) Notwithstanding anything to the contrary in Paragraph 12 above, if at any time (i) Grantee voluntarily ceases to use the Communications Equipment for a continuous period of twelve (12) months and (ii) the removal of the Communications Equipment from the Property is not a violation of Section 851 (as determined by Grantee in Grantee's sole discretion), Owner shall have the right to terminate the Easements and this Declaration upon three (3) months' prior written notice to Grantee. Grantee and Owner each acknowledge that the time period set forth in clause (i) of this Section 13(b) shall be tolled during any period of

time in which the Communications Equipment are affected by a casualty or condemnation or bona fide restoration.

- (c) If the Easements are terminated pursuant to this Section 13, Owner and Grantee agree to promptly execute a termination and release of this Declaration. This Section 13 shall survive the termination of this Declaration.

14. Miscellaneous.

- (a) This Declaration constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Declaration shall not be modified or amended in any respect except by a modification or amendment in writing signed by Owner or the then applicable titleholder of the Property and Grantee or its successors in interest.
- (b) Reserved.
- (c) Each party from time to time shall execute, acknowledge and deliver such further documents and provide such further assurances as the other party may reasonably request to memorialize any further agreements, terms or arrangements reach under the provisions of this Declaration that contemplate further agreements, terms or arrangements. To the extent that some or all of the locations of the Communications Equipment are at any time or from time to time identified as provided in Paragraph 1(a), the parties shall supplement or amend, as appropriate, this Declaration with an addendum or amendment to the Communications Easement setting forth the locations of the Communications Easement Area so identified.
- (d) All notices shall be addressed to each person at the address set forth below or such other address within the United States as such party shall have last designated by notice to the other party.

If to Grantee: AT&T Services, Inc.
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn.: Manager, CRE Lease Administration

With a copy to:

AT&T Services, Inc.
208 S. Akard Street, Room 3137
Dallas, TX 75202
Attn.: AVP Senior Legal Counsel, Corporate Real Estate

With a copy to:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P

San Ramon, CA 94583

If to Owner: The County of Fresno
Attn: Director of ISD, CIO
333 Pontiac Way
Clovis, CA 93612

With Copy to:

The County of Fresno
Chief Administrative Officer
2281 Tulare Street
Fresno, CA 93721

All notices between the Owner and Grantee provided for or permitted under this Declaration must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810). “**Business Day**” or “**business day**” defined herein shall mean any day that is not a Saturday, Sunday, legal holiday for national banks in the location where the Property is located, or holiday for Owner, which holidays for Owner shall include New Year’s Day, Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day.

- (e) If any term of this Declaration, or the application thereof to any person or circumstances, shall to any extent be held invalid, or unenforceable, the remainder of this Declaration, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

- (f) This Declaration and the rights and obligations of the parties hereto shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Further, it is specifically understood and agreed that Grantee shall have the right, from time to time upon written notice to Owner, to permit third parties to transmit signals and/or data over the Communications Equipment and to lease or license to third parties co-locations space in the Equipment Room, provided that no such assignment, lease or license shall extend beyond the

term of this Declaration or except as expressly set forth in this Declaration, give any third party any rights under this Declaration or otherwise.

- (g) Owner and Grantee are parties to that certain Lease dated _____, 2020 (the "**Lease**"). To the extent there is a conflict between this Declaration and the Lease, the responsibilities and obligations of Owner and Grantee under the Lease shall control during the term thereof.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A TO DECLARATION OF EASEMENT

LEGAL DESCRIPTION OF PROPERTY

5555 E. Olive Avenue, Fresno, California:

PARCEL A OF PARCEL MAP NO. 89-26 RECORDED IN BOOK 50, PAGE 62 OF PARCEL MAPS,
FRESNO COUNTY RECORDS.

APN: 455-223-12

EXHIBIT B TO DECLARATION OF EASEMENT

COMMUNICATIONS EASEMENT AREA LEGAL DESCRIPTION

SECTION 1 - EXTERIOR TELECOM LINE

An easement 3.00 feet in width lying equally on each side of the following described center line over, under and across portions of Parcel A of Parcel Map No. 89-26, according to the map thereof filed in Book 50 of Parcel Maps at page 62, Fresno County Records, being a portion of the northeast quarter of Section 32, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, as follows:

Beginning at a point within said Parcel 'A' on the south wall of the former A.T.&T. Building at 5555 East Olive Avenue, Fresno CA, from which the southeast corner of said Parcel 'A' bears South 89° 24' 15" East, a distance of 3.95 feet and South 52° 48' 30" East a distance of 183.22 feet;

Thence South 41° 30' 22" East a distance of 67.71 feet;

Thence South 39° 58' 45" East a distance of 50.82 feet;

Thence South 48° 02' 58" East a distance of 22.87 feet the southerly terminus of said described center line.

The sidelines of said easement are to be extended or foreshortened to begin on the south wall of said former A.T.&T. Building and terminate on the center line of the west to east TeleCom easement along the north side of Olive Avenue

EXHIBIT C TO DECLARATION OF EASEMENT

EQUIPMENT ROOM LEGAL DESCRIPTION

SECTION 2 - TEL/EQUIP ROOM 119

An easement over, under and across portions of Parcel A of Parcel Map No. 89-26, according to the map thereof filed in Book 50 of Parcel Maps at page 62, Fresno County Records, being a portion of the northeast quarter of Section 32, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, as follows:

BEGINNING at a point within said Parcel 'A' at the corner on the south wall of the former A.T.&T. Building at 5555 East Olive Avenue, Fresno CA, from which the southeast corner of said Parcel 'A' bears South 52° 48' 30" East a distance of 183.22 feet;

Thence North 89° 24' 15" West, a distance of 31.00 feet;

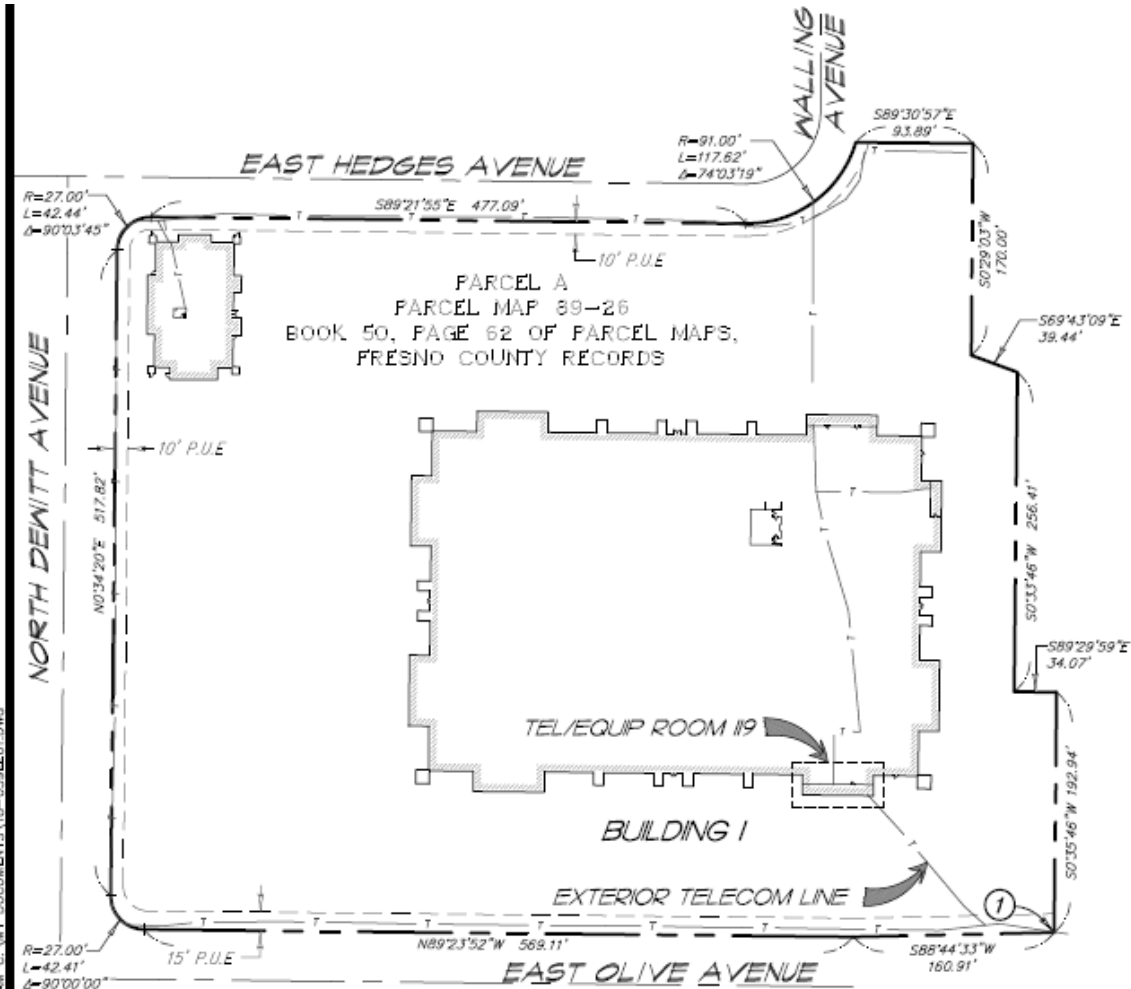
Thence North 00° 35' 45" East, a distance of 7.12 feet;

Thence South 89° 24' 15" East a distance of 30.96 feet;

Thence South 00° 35' 45" West, a distance of 7.12 feet to the POINT of BEGINNING;

For the purposes of this description the westerly portion of the south line of said Parcel A is taken to be North 89° 23' 52" West.

EXHIBIT D TO DECLARATION OF EASEMENT
COMMUNICATIONS EASEMENT AREA AND
EQUIPMENT ROOM DEPICTION

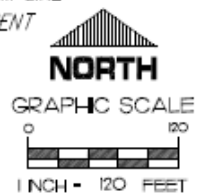


SHEET INDEX:

SHEET NO.	DESCRIPTION
1	LOCATION PLAT
2	TELECOM EASEMENT

LEGEND

- ① PROPERTY CORNER USED FOR DIMENSIONING
- E- UNDERGROUND ELECTRICAL LINE
- T- UNDERGROUND TELECOM LINE
- P.U.E. PUBLIC UTILITY EASEMENT



PREPARED BY:

DALE G. MELL
& ASSOCIATES
ENGINEERING & SURVEYING SERVICES
 2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703
 (559) 292-4046 * FAX 251-9220 * EMAIL: STAFF@DALEMELL.COM

LOCATION PLAT
 FOR
 AT & T
 5555 EAST OLIVE STREET
 FRESNO, CA

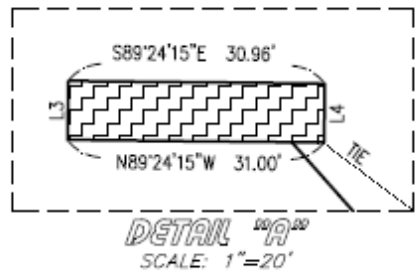
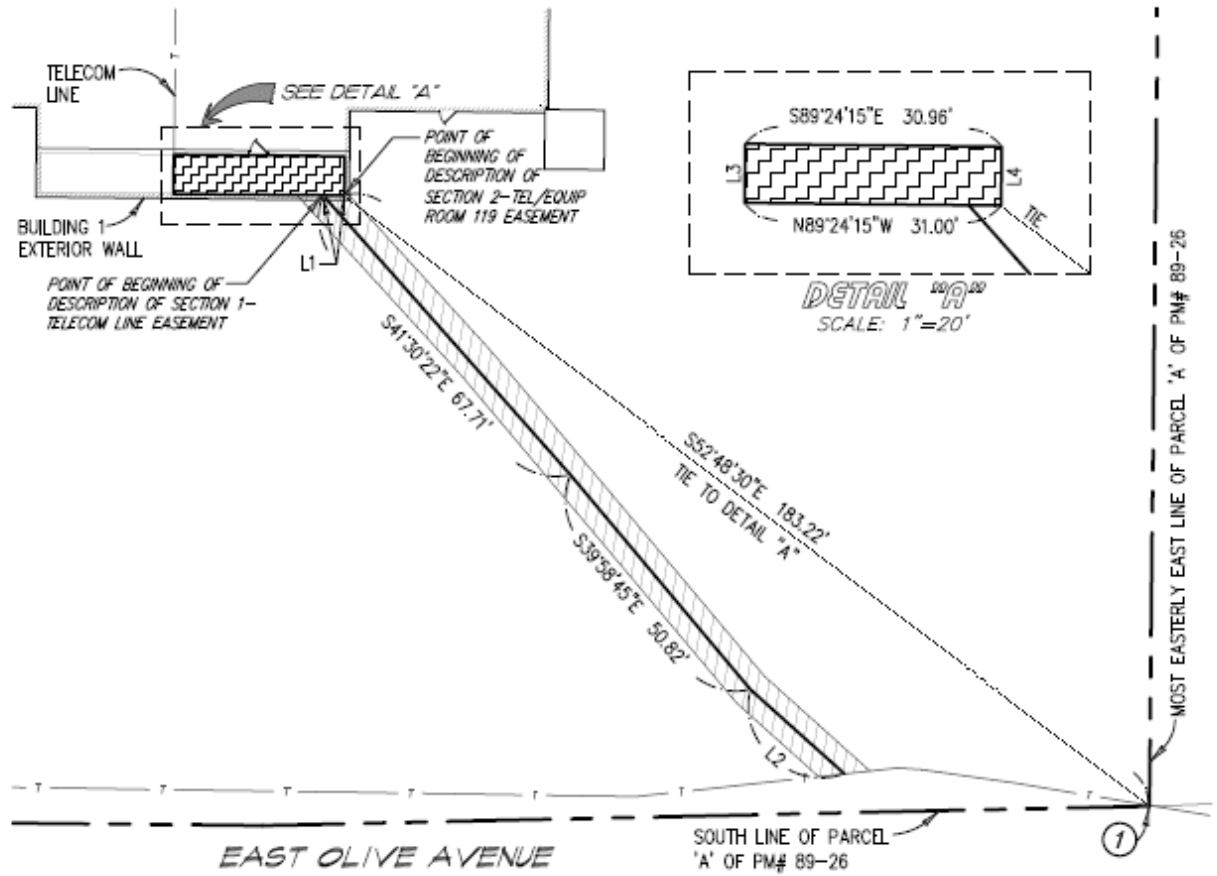
BY: M. ESLMI - 11/21/19
 DMA CADFILE: 18-039EED01
 SHEET 1 OF 2 **FB# 419**

PLOTTED BY: MARIAN ESLMI ISFAHANI - 11/21/2019 8:12:27 AM C:\MY DOCUMENTS\18-039EED01.DWG

LEGEND

-  UNDERGROUND TELECOM LINE
-  3' WIDE TELECOM LINE EASEMENT (CENTERLINE DIMENSIONED)
-  TEL/EQUIP ROOM 119 EASEMENT (ROOM INTERIOR WALLS DIMENSIONED)

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°24'15"E	3.95'
L2	S48°02'58"E	22.87'
L3	N0°35'45"E	7.12'
L4	S0°35'45"W	7.12'



TELECOM EASEMENT
 BUILDING 1
 EXTERIOR TELECOM LINE &
 TEL/EQUIP ROOM 119



PREPARED BY:
DALE G. MELL
& ASSOCIATES
ENGINEERING & SURVEYING SERVICES
 2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703
 (559) 292-4046 * FAX 251-9220 * EMAIL: STAFF@DALEMELL.COM

FOR
AT & T
 5555 EAST OLIVE STREET
 FRESNO, CA

BY: M. ESLIMI - 11/21/19
 DMA CADFILE: 18-039EE01
 SHEET 2 OF 2 **FB# 419**

PLOTTED BY: MARIAN ESLIMI (SFAHAN) - 11/21/2019 8:12:52 AM C:\MY DOCUMENTS\18-039EE01.DWG

MOST EASTERLY EAST LINE OF PARCEL 'A' OF PM# 89-26

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

THIS SPACE FOR RECORDER’S USE

PACIFIC BELL TELEPHONE COMPANY
c/o AT&T Services, Inc.
Attn: Linda Rankin
600 East Green Street, Room 300
Pasadena, CA 91101

APN: 455-223-12
Escrow File: _____

GEO: SBR79

DECLARATION OF EASEMENTS
FOR COMMUNICATIONS EQUIPMENT
(MPOE with 4 Equipment Rooms (#3))

THE STATE OF CALIFORNIA §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FRESNO §

THAT THIS DECLARATION OF EASEMENTS FOR COMMUNICATIONS EQUIPMENT (this “**Declaration**”) is made as of the _____ day of _____, 2020, by and between **THE COUNTY OF FRESNO**, a political subdivision of the State of California (“**Owner**”) and **PACIFIC BELL TELEPHONE COMPANY**, a California corporation, d/b/a AT&T California (“**Grantee**”).

WHEREAS, on or about the date hereof, Grantee or an affiliate of Grantee sold and transferred to Owner certain real property commonly known as **5555 E. Olive Avenue**, located in the City of Fresno, State of California (the “**Property**”), which Property is more particularly described on **Exhibit A** attached hereto and made a part hereof;

WHEREAS, the Property consists of, among other things a Building (the “**Building**”) and the land thereon;

WHEREAS, Grantee desires to use and operate, among other things, certain communications equipment and the associated cables, wires, above and below ground transmission equipment, data, video, and information systems and lines, circuits, conduits, electronic equipment manholes, handholes, cable risers, connector terminals, repeaters, testing terminals, route markers, service boxes, pedestals, terminal equipment cabinets, electrical conductors, and structures with electronic communication equipment, in addition to electric lines, all together with such other fixtures and appurtenances thereto, as the same may exist from time to time (collectively, the “**Communications Equipment**”), used or designed by Grantee (“**Grantee’s Business**”), or its permitted licensees pursuant to Paragraph 14(f), within portions of the Building and elsewhere on the Property and to reconstruct, repair, replace, upgrade, operate and/or maintain the Communications Equipment and to have access thereto for all such purposes and to have certain rights to restrict any such access thereto by other persons; and

WHEREAS, to comply with Section 851 of the California Public Utilities Code (“**Section 851**”), and to ensure the Communications Equipment is not encumbered, Grantee requires the rights to use, maintain, operate, and access the Communications Equipment running throughout the Property and Building, which is necessary to the operation of Grantee’s Business.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant Grantee the following easements and rights and the parties otherwise agree as follows:

1. **Grant of Easements**. Subject to Paragraph 7 below, Owner, for itself and its successors and assigns, does hereby give, grant, sell, assign, bargain, and confirm unto Grantee, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees, designees, and agents, the following easements and rights in, over and through the Property and the Building (collectively, the “**Easements**”):
 - (a) An exclusive permanent right and easement (the “**Communications Easement**”) in the vertical and/or horizontal space in the Building or elsewhere on, about or under the Property in which the now existing Communications Equipment is located, as described on **Exhibit B** attached hereto, and depicted on **Exhibit D** attached hereto (the “**Telecom Line Area**”), and as described on **Exhibit E** attached hereto, and depicted on **Exhibit G** attached hereto (the “**Electric Line Area**”) (the Telecom Line Area and Electric Line Area together, the “**Communications Easement Area**”), whether on, under or through the Building (the “**Interior Communications Easement Area**”) or elsewhere on, under or through the Property (the “**Exterior Communications Easement Area**”), for the installation, reconstruction, placement, upgrade, maintenance, inspection, repair, replacement, protection, and operation of the Communications Equipment, as Grantee may from time to time require, together with ingress thereto and egress therefrom twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty five (365) days per year. Grantee shall use its commercially reasonable efforts to identify the exact location of the Communications Easement Area and existing Communications Equipment from time to time after the date hereof, and Owner shall cooperate (at no cost to Owner) with Grantee in such effort. As such locations are identified, this Declaration shall be supplemented or amended to reflect such locations as provided in Paragraph 14(c);
 - (b) An exclusive permanent right and easement (the “**Equipment Rooms Easement**”) to use and occupy: (i) the rooms located in the Building, as described on **Exhibit C-1** attached hereto (“**Room 410**”), and as described on **Exhibit C-2** attached hereto (“**Room 411**”), and each depicted and labeled on **Exhibit D** attached hereto; and (ii) the rooms located in the Building, as described on **Exhibit F-1** attached hereto (the “**Main Electric Room**”), and as described on **Exhibit F-2** attached hereto (“**Room 433**”), and each depicted and labeled on **Exhibit G** attached hereto (Room 410, Room 411, the Main Electric Room, and Room 433, collectively, the “**Equipment Rooms**” and together with the Communications Easement Area, the “**Easement Areas**”), together with ingress thereto and egress therefrom, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty five (365) days per year, for any use or purpose in connection with or related to

Grantee's Business, including without limitation for any installation, reconstruction, placement, upgrade, maintenance, inspection, repair, replacement, protection, and operation of the Communications Equipment; and

- (c) The rights and easements for uses appurtenant to the Equipment Rooms Easement and the Communications Easement, as set forth below (the "**Appurtenant Easements**"):
- a. A non-exclusive right of way and easement to enter upon and cross over, under and along the Property and in and across the Building as necessary for pedestrian ingress to and egress from the Easement Areas and, where appropriate, vehicular ingress to and egress from the Exterior Communications Easement Area, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty five (365) days per year, including but not limited to the right to use existing and future roads, parking lots, entrances and exits and all other passageways on the Property, including without limitation access to the parking facilities located on the Property and the right to park up to four (4) vehicles, for which there shall be no parking charge, belonging to Grantee or Grantee's employees or contractors, at any given time and, in the case of an emergency or major installation or repair, such additional vehicles there or at such other locations on the Property as may be reasonably necessary to properly handle such emergency, major installation or repair. Owner shall provide Grantee with commercially reasonable routes and access in and across the Building to and from any Easement Areas; provided, however, that Grantee will act in good faith as to not unreasonably disrupt tenants in the Building, absent an emergency.
 - b. The right to drain or sheet flow storm water runoff from the Exterior Communications Easement Area onto the Property and/or into existing and future storm water collection and drainage facilities located within the Property; the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of the Exterior Communications Easement Area; the right to operate and maintain, or license others to do so, service lines for electric power; and, the right to install, maintain, and use paving, fencing, and gates across the Exterior Communications Easement Area.
 - c. Grantee shall notify Owner in writing if Grantee believes that a condition exists on the Property or in the Building that threatens the continued and safe operation of Communications Equipment and/or related facilities in the Easement Areas. If Owner fails to commence to correct such condition or to provide Grantee with adequate assurances that no such condition exists within ten (10) business days after receipt of such written notice from Grantee, then Grantee may take any actions, including without limitation accessing areas of the Property and the Building not subject to an Easement hereunder, deemed reasonably necessary by Grantee to correct such condition subject to terms and conditions of this Declaration. If any condition exists that threatens the continued and safe operation of the Communications Equipment and/or related facilities in the Easement Areas,

which creates a safety risk to the property of Owner, which condition is attributable to actions or the inaction of Grantee or under the reasonable control of Grantee, Grantee shall correct such condition within ten (10) business days of notice of such condition by Owner, or when Grantee becomes aware of such condition. If Grantee fails to commence to correct such condition within three (3) business days after a second written notice, then Owner may correct such condition and recover any reasonable, third-party amounts expended on such correction from Grantee.

2. Exclusivity and Non-Disturbance of Easements: Compliance with Law.

- (a) Except as otherwise specifically provided in this Declaration or by applicable law, Owner expressly acknowledges and agrees for itself and its successors and assigns that it shall have no right to use or access the Equipment Rooms, nor shall any of Owner's agents, employees, invitees, tenants or contractors have any right to use or access the Equipment Rooms. Owner and its agents and contractors may (i) without the prior written consent of Grantee, access the Equipment Rooms only in the event of an emergency, or to the extent necessary to remedy a violation of applicable law by Grantee which is not remedied by Grantee after notice thereof from Owner and a reasonable opportunity to cure, and (ii) with prior written consent of Grantee and when accompanied by representatives of Grantee, access the Equipment Rooms to inspect, repair and maintain the subjacent and sublateral support of the Building in the manner in which, and to the extent that the Building is currently supported by any structural columns, footings and elements; provided that, in the case of access pursuant to clause (ii) above, Owner shall give Grantee at least ten (10) business days prior written notice of such inspections or repair work and Grantee shall have the right to have a representative present at all times for such inspections and work; and provided further that, in the case of access pursuant to clause (i) or (ii) above, except to the extent necessary to respond to an emergency situation, Owner shall comply with any reasonable requirements of Grantee to protect persons and property within the Equipment Rooms. Except as required by applicable law, Owner shall not install any cables, lines, pipes, wires, trenches or any other materials, equipment or other things in or through the Equipment Rooms and shall not penetrate the Equipment Rooms in any manner without the prior written approval of Grantee, which may be withheld in Grantee's sole discretion. Subject to Paragraph 14(g), with respect to the Communications Easement Area, Owner shall be responsible for (i) compliance with all applicable Laws; (ii) inspections, repair, maintenance and replacement of the vertical and horizontal space, structural columns, footing, elements and support of the Building; and (iii) ensuring that no repairs, maintenance, replacements or improvements made in or to the Communications Easement Area unreasonably affect Grantee's use of the Communications Equipment or Grantee's Business.
- (b) Owner agrees, for itself and its successors and assigns, that subject to Grantee's compliance with the material terms of this Declaration, including in particular Paragraph 6(a) below and subject to Owner's rights and obligations under Paragraph 7 below and any other qualifications specifically set forth elsewhere in this Declaration,

Owner shall not unreasonably disturb, disrupt or interfere with Grantee's possession, use, or enjoyment of the Easements and the Communications Equipment or Grantee's access to the Easements and the Communications Equipment. The Easements shall be superior to, and in no event shall be required to be subordinated to, any mortgage affecting the Property. Grantee has advised Owner that any penetration of the Easement Areas or leakage into the Easement Areas by water, steam, heat, sewage or other elements could pose a danger to the continued and safe operation of the Communications Equipment. Owner agrees, for itself and its successors and assigns, to use reasonable efforts to assure that the tenants and other occupants of the Building are aware of the locations of the Easements, and do not interfere with or penetrate any of the Easements, the Easement Areas, or the Communications Equipment.

- (c) As of the date of this Declaration, and at all times thereafter, but only after the expiration of the Lease (as hereinafter defined), Owner shall furnish Grantee with at least five (5) keys to at least one (1) exterior door of the Building, which door shall be reasonably accessible to the Equipment Rooms and the parking area. Grantee shall safeguard such keys, allowing key access to only its employees actively maintaining the Easement Areas, and ensuring that no unauthorized utilization of the keys occurs.
- (d) Grantee shall at all times maintain, use and operate the Easements and its Communications Equipment and other personalty in compliance with all applicable laws, including without limitation applicable building codes, zoning regulations and environmental laws.

3. Use of Appurtenant Easements.

- (a) Grantee and its successors, assigns and licensees may use the Appurtenant Easements for the purposes of installing, operating, maintaining, repairing, replacing, inspecting, protecting, "pulling", "laying", or removing cable and fiber lines and other Communications Equipment and other items into or out of the Easement Areas upon not less than one (1) business days prior notice to Owner, except in the case of an emergency in which Grantee shall provide such notice as soon as reasonably practicable. Further, Grantee may use the Appurtenant Easements for ingress and egress to and from the Easement Areas and for access through the Building and elsewhere on the Property to the extent necessary for the installation, reconstruction, placement, upgrade, maintenance, inspection, repair, replacement, protection, and operation of the Communications Equipment.
- (b) With respect to each Appurtenant Easement granted pursuant to this Declaration, Owner, for itself and its successors and assigns, reserves the right to use the area covered by each Appurtenant Easement for any uses and purposes that do not unreasonably interfere with Grantee's use of such easement area; provided that Owner shall not, and shall not permit its employees, contractors or agents to, interfere with, tamper with any Communications Equipment, wherever situated on the Property.

- (c) Grantee shall access the Property and use the Easements in a manner that reasonably minimizes disruption and interference with the operation of the Property by Owner and its successors, assigns, tenants and occupants.
4. Maintenance. Except to the extent set forth in the last sentence of this Paragraph 4, but in all respects subject to Paragraph 14(g), Owner agrees, for itself and its successors and assigns and at its sole cost and expense, to maintain the Property and the Building so as to provide commercially reasonable ingress and egress to and from the Easements (with at least one working elevator), including maintaining reasonable lighting necessary for Grantee to access the Easements, and to maintain the Building so that it shall at all times be watertight and structurally sound. Any improvements made by Owner to the respective Easement Areas shall not materially interfere with Grantee's rights or materially reduce or materially alter the existing dimensions of or the entrances or access ways to the respective Easement Areas. Notwithstanding the forgoing, but in all respects subject to Paragraph 14(g), Grantee shall, at its expense, maintain the interior of the Equipment Rooms and the Communications Easement Area (subject to rights to replace or abandon the same), the Communications Equipment and all other equipment and personalty used by Grantee in connection with Grantee's Business.
5. Utilities.
- (a) Grantee shall have the right to use water, electricity, and other utilities (including, without limitation, chilled water for the air conditioning unit and heat, but not including telephone or other communications facilities), provided that (i) Grantee shall be separately billed at commercially reasonable rates with no markups, and shall pay all electricity and other utilities used by Grantee, and (ii) Grantee shall pay for all new connections to existing utilities and/or separate meters. In the event any such utilities are not separately metered and billed as of the date hereof, Grantee shall, at its expense, apply to the appropriate provider thereof to have such utilities separately metered and billed, provided that Owner shall cooperate with Grantee to the extent reasonably necessary to enable Grantee to obtain any necessary separate meter and separate billing and Grantee shall pay the reasonable third-party costs incurred by Owner in connection therewith. Until such time as any such utility is so separately metered and billed, Owner may bill Grantee for its pro rata share of the cost thereof, as reasonably determined by Owner in a commercially reasonable manner. From time to time, Owner shall reasonably cooperate and sign such commercially reasonable licenses, permits, applications and confirmations related to necessary utilities, that Grantee may request, at no cost to Owner.
 - (b) Except to the extent caused by Owner's or its agents', representatives' or employees' gross negligence or willful misconduct, no interruption or malfunction of any utility service shall constitute an eviction or disturbance of Grantee's use or possession of the Easements or breach by Owner or any of Owner's obligations hereunder, or render Owner liable or responsible to Grantee for any loss or damage which Grantee may sustain or incur. Notwithstanding the foregoing, Owner shall provide Grantee with at least forty-eight (48) hour's verbal notice in advance of any interruption of electrical

services to the Building scheduled by Owner, and shall use all commercially reasonable efforts to cause the restoration of such utilities immediately or as soon as possible after the reason for the scheduled interruption is completed. In the event there is a loss of power attributable to a planned interruption for more than forty-eight (48) hours, the parties agree to reasonably work in good faith to enable Grantee to secure an alternative power source at Owner's expense.

6. Performance of Work.

- (a) In the event Grantee desires to or must perform work in any portion of the Property subject and related to any Easements granted hereunder, the following shall apply:
 - a. Except for any work to be performed at or in the Equipment Rooms by Grantee where Owner's consent is not required, prior to performing any work (except in the event of an emergency), Grantee shall consult with and coordinate the work with Owner, and shall give at least fifteen (15) days' written notice to Owner before commencing such work. If Owner objects to the proposed work, the parties shall work together in good faith to resolve the dispute to the reasonable satisfaction of both parties. The work shall be performed in such a manner as to minimize disruption and not unreasonably interfere with the use or operation of the Property by Owner and/or its occupants.
 - b. All necessary licenses and permits required for such work shall be obtained by or on behalf of Grantee prior to the commencement thereof.
 - c. All work shall be completed free and clear of all liens of contractors, subcontractors, laborers, and materialmen and all other liens. In the event of such lien, or claim of lien is levied, Grantee shall, within ten (10) days of written notice from Owner, bond or discharge such lien or claim of lien. If Grantee fails or refuses to bond or discharge such lien or claim of lien, then Owner shall have the right, but not the obligation, to pay and discharge such lien or claim, without regard to the validity thereof, and Grantee shall reimburse Owner for all reasonable expenses incurred in connection with the discharge of such lien or claim, including reasonable attorneys' fees and costs, recording fees and administrative costs and expenses.
 - d. All work shall be performed, and all improvements constructed in accordance with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over such work, and all requirements of utility companies affected by such work.
- (b) In the event Owner desires to perform work on any portion of the Property which would materially adversely affect any of the Easements granted hereunder or the operation of Grantee's Business, the following shall apply:

- a. Owner shall use reasonable efforts to coordinate the work with Grantee and, except in an emergency, shall give at least thirty (30) days' written notice to Grantee before commencing such work. The work shall be performed in such a manner as to minimize disruption to Grantee's Business, and not to unreasonably interfere with the use by Grantee of the Easements. If any such work requires an interruption of utility service to the Equipment Rooms or any other portion of the Property subject to an Easement, the same shall only be performed after written notice has been provided to Grantee at least two (2) weeks in advance, except in the event of an emergency. Grantee and Owner shall cooperate in scheduling any interruption of utility service, and to address the reasonable concerns of Grantee and other tenants and occupants of the Property.
- b. Upon the completion of any work, the portion of any Easements upon which such work was performed shall be restored to the condition that existed immediately prior to such work (or substantial equivalent).
- c. If any work proposed to be performed by Owner would in Grantee's commercially reasonable business judgement interfere with Grantee's use of the Easements, then, prior to commencing such work, Owner shall secure the written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed, provided that Owner provides, at Owner's sole cost, an alternate location on the Property reasonably acceptable to Grantee where Grantee can relocate, at Owner's sole cost, the applicable Communications Equipment or other property of Grantee's used in the Easements.
- d. All work shall be performed, and all improvements constructed, in accordance with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over such work and all requirements of utility companies affected by such work.

7. Destruction or Condemnation.

- (a) In the event of a casualty to or a condemnation of the Building (a "**Casualty Event**") as a result of which Grantee's use of the Easements and/or the Communications Equipment or its ability to operate Grantee's Business is materially and adversely affected, Owner shall rebuild the Building.
- (b) Within a reasonable time (and in any event not more than ninety (90) days) after the occurrence of a Casualty Event, Owner shall provide written notice to Grantee of its determination to rebuild the Building. Owner shall promptly and diligently pursue such rebuilding, and all work shall be performed in accordance with the terms of this Declaration. Prior to and during the course thereof, Owner shall cooperate with Grantee to enable Grantee to the extent reasonably possible to continually operate Grantee's Business before, during and after completion of such rebuilding or building. If necessary, Owner shall permit Grantee, at Grantee's cost, to utilize other areas of the Property,

reasonably acceptable to Owner, on a temporary basis for its portable Communications Equipment, cables, antennas and other facilities, as applicable, during the course of any such rebuilding or building. Further after completion of such rebuilding or building, Owner shall provide Grantee such easements, over and about the Property as may be necessary to enable Grantee to continue to operate Grantee's Business.

- (c) Notwithstanding anything herein to the contrary, Owner shall promptly give Grantee written notice of any eminent domain proceedings that are threatened or instituted with respect to any material portion of the Building. For the avoidance of doubt, Grantee shall have the right to negotiate its damages related to any condemnation directly with the condemning authority.

8. Indemnification.

- (a) Grantee agrees to indemnify, save, hold harmless, and at Owner's request, defend Owner, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to Owner in connection with the performance, or failure to perform, by Grantee, its officers, agents, or employees under this Declaration, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Grantee, but in any event of either of the foregoing, only to the extent not due to any wrongful act or negligence of Owner or its servants, agents, employees or representatives.
- (b) Owner agrees to indemnify, save, hold harmless, and at Grantee's request, defend Grantee, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to Grantee in connection with the performance, or failure to perform, by Owner, its officers, agents, or employees under this Declaration, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses to the extent occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Owner, its officers, agents, or employees under this Declaration, but in any event of either of the foregoing, only to the extent not due to any wrongful act or negligence of Grantee or its servants, agents, employees or representatives.

9. Reserved.

- 10. Default. If any party to this Declaration fails to comply with the requirements of this Declaration and thereafter fails to cure such failure within fifteen (15) days after receipt of written notice from the other party (stating in reasonable detail the requirements of compliance), or where such failure cannot reasonably be cured within fifteen (15) days, fails to commence such cure and thereafter diligently and in good faith complete the same, such notifying party shall have the right but not the obligation to cure such failure by performing

such actions that the non-complying party was otherwise required to perform, and all third-party costs and expenses incurred by such notifying party in performing such actions, plus interest on such costs and expense at the “Prime Rate” from time to time in effect, as published in the Wall Street Journal, or, if no such rate is therein published, as published in or determined by an alternative source selected by Owner and reasonably acceptable to Grantee shall be paid by the defaulting party upon demand. Notwithstanding the foregoing, in the event of an emergency that threatens the safety of persons or property or under circumstances that materially and adversely affect the Easements, a party may, immediately after attempting to notify the non-complying party, which may be by telephone (and without any further cure period), exercise the foregoing cure right, in which case all costs and expenses incurred by the notifying party in performing such actions, plus interest on such costs and expense at the Prime Rate (determined as set forth above), shall be paid by the non-complying party upon demand. In no event may the rights and easements pertaining to any property subject to this Declaration be terminated on account of a default under this Declaration. Each party shall have standing to enforce this Declaration, and shall be entitled to obtain specific performance in enforcing this Declaration.

11. Insurance Obligation; Waiver of Subrogation. Each party shall at all times maintain, with a responsible insurance company eligible to write insurance in the State of California, all risk casualty insurance for covering the full replacement cost of, in the case of Owner, the Property and Building and in the case of Grantee, its Communications Equipment, and other personalty and equipment. Grantee may self-insure this risk.

Neither Owner nor Grantee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Declaration. Owner and Grantee shall require their respective insurance companies to include a standard waiver of subrogation provisions in their respective policies.

12. Easements Perpetual. Subject to Paragraph 7 and Paragraph 13, the easements, rights, privileges, covenants and restrictions in this Declaration shall be perpetual, and shall continue to be benefits and servitudes upon the Property and to run with the land.

13. Termination.

- (a) Notwithstanding anything to the contrary in Paragraph 12 above, Grantee shall have the right to terminate any or all of the Easements and this Declaration upon thirty (30) days’ prior written notice to Owner. To be effective, any abandonment or termination of the Easements must be executed by Grantee and filed in the applicable real property records.
- (b) Notwithstanding anything to the contrary in Paragraph 12 above, if at any time (i) Grantee voluntarily ceases to use the Communications Equipment for a continuous period of twelve

(12) months and (ii) the removal of the Communications Equipment from the Property is not a violation of Section 851 (as determined by Grantee in Grantee's sole discretion), Owner shall have the right to terminate the Easements and this Declaration upon three (3) months' prior written notice to Grantee. Grantee and Owner each acknowledge that the time period set forth in clause (i) of this Section 13(b) shall be tolled during any period of time in which the Communications Equipment are affected by a casualty or condemnation or bona fide restoration.

- (c) If the Easements are terminated pursuant to this Section 13, Owner and Grantee agree to promptly execute a termination and release of this Declaration. This Section 13 shall survive the termination of this Declaration.
- (d) Notwithstanding anything to the contrary in this Declaration, this Declaration shall expire and terminate upon the later of: (i) the date of Grantee's removal of the Communications Equipment from the Building, and (ii) the date of termination or expiration of the term of the Lease (as defined below in Paragraph 14(g)). Grantee shall use commercially reasonable efforts to remove the Communications Equipment from the Property as soon as possible, consistent with its business operations and regulatory constraints, and such removal date is expected to take place no later than the date that is one (1) year after the date of this Declaration, but in no event shall such removal date be later than two (2) years after the date of this Declaration. Within sixty (60) days after removal of the Communications Equipment, Grantee and Owner shall execute a termination and release of this Declaration, and Grantee shall promptly record the same in the real property records of Fresno County, California.

14. Miscellaneous.

- (a) This Declaration constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Declaration shall not be modified or amended in any respect except by a modification or amendment in writing signed by Owner or the then applicable titleholder of the Property and Grantee or its successors in interest.
- (b) Reserved.
- (c) Each party from time to time shall execute, acknowledge and deliver such further documents and provide such further assurances as the other party may reasonably request to memorialize any further agreements, terms or arrangements reach under the provisions of this Declaration that contemplate further agreements, terms or arrangements. To the extent that some or all of the locations of the Communications Equipment are at any time or from time to time identified as provided in Paragraph 1(a), the parties shall supplement or amend, as appropriate, this Declaration with an addendum or amendment to the Communications Easement setting forth the locations of the Communications Easement Area so identified.

(d) All notices shall be addressed to each person at the address set forth below or such other address within the United States as such party shall have last designated by notice to the other party.

If to Grantee: AT&T Services, Inc.
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn.: Manager, CRE Lease Administration

With a copy to:

AT&T Services, Inc.
208 S. Akard Street, Room 3137
Dallas, TX 75202
Attn.: AVP Senior Legal Counsel, Corporate Real Estate

With a copy to:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P
San Ramon, CA 94583

If to Owner: The County of Fresno
Attn: Director of ISD, CIO
333 Pontiac Way
Clovis, CA 93612

With Copy to:

The County of Fresno
Chief Administrative Officer
2281 Tulare Street
Fresno, CA 93721

All notices between the Owner and Grantee provided for or permitted under this Declaration must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the

Government Code, beginning with section 810). “**Business Day**” or “**business day**” defined herein shall mean any day that is not a Saturday, Sunday, legal holiday for national banks in the location where the Property is located, or holiday for Owner, which holidays for Owner shall include New Year’s Day, Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day.

- (e) If any term of this Declaration, or the application thereof to any person or circumstances, shall to any extent be held invalid, or unenforceable, the remainder of this Declaration, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
- (f) This Declaration and the rights and obligations of the parties hereto shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Further, it is specifically understood and agreed that Grantee shall have the right, from time to time upon written notice to Owner, to permit third parties to transmit signals and/or data over the Communications Equipment and to lease or license to third parties co-locations space in the Equipment Room, provided that no such assignment, lease or license shall extend beyond the term of this Declaration or except as expressly set forth in this Declaration, give any third party any rights under this Declaration or otherwise.
- (g) Owner and Grantee are parties to that certain Lease dated _____, 2020 (the “**Lease**”). To the extent there is a conflict between this Declaration and the Lease, the responsibilities and obligations of Owner and Grantee under the Lease shall control during the term thereof.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A TO DECLARATION OF EASEMENT

LEGAL DESCRIPTION OF PROPERTY

5555 E. Olive Avenue, Fresno, California:

PARCEL A OF PARCEL MAP NO. 89-26 RECORDED IN BOOK 50, PAGE 62 OF PARCEL MAPS,
FRESNO COUNTY RECORDS.

APN: 455-223-12

EXHIBIT B TO DECLARATION OF EASEMENT

TELECOM LINE AREA LEGAL DESCRIPTION

EASEMENT 1, SECTION 3 - TELECOM LINES

An easement 3.00 feet in width lying equally on each side of the following described center line over, under and across portions of said Parcel A, as follows:

Beginning at a point within said Parcel 'A' on the interior north wall of the former A.T.&T. Building at 5555 East Olive Avenue, Fresno CA, from which the northeast corner of said Parcel 'A' bears North 66° 09' 18" East, a distance of 137.90 feet and North 00° 29' 03" East a distance of 170.00 feet;

Thence South 01° 52' 01" East a distance of 53.68 feet to point 'A';

Thence South 89° 24' 15" East a distance of 67.20 feet;

Thence North 81° 33' 07" East a distance of 20.37 feet;

Thence South 89° 24' 15" East a distance of 5.22 feet to point of termination 1 (POT 1);

The sidelines of said easement are to be extended or foreshortened to begin on the easement in the former A.T.&T. Building and terminate on the west wall of the TEL/CO ROOM 410 easement.

Thence Continuing from aforementioned Point 'A', South 12° 11' 11" East a distance of 33.45 feet;

Thence South 16° 41' 40" East a distance of 65.55 feet;

Thence South 05° 32' 54" East a distance of 97.71 feet;

Thence South 89° 24' 15" East a distance of 20.82 feet;

Thence South 00° 35' 45" West a distance of 43.18 feet the point of termination 2 (POT 2) of said described center line;

The sidelines of said easement area are to be extended or foreshortened to begin on the southern wall of TEL/CO ROOM 411 of said former A.T.&T. Building and terminate on the west wall of DATAKIT TEL/CO ROOM 410 (POT 1), and on the north wall of TEL/EQUIP ROOM 119 (POT 2).

EXHIBIT C-1 TO DECLARATION OF EASEMENT

ROOM 410 LEGAL DESCRIPTION

EASEMENT 1, SECTION 1 - DATAKIT TEL/CO ROOM 410

BEGINNING at a point within said Parcel 'A' at the interior corner on the east wall of the former A.T.&T. Building at 5555 East Olive Avenue, Fresno CA, from which the northeast corner of said Parcel 'A' bears North 13° 33' 07" East, a distance of 104.65 feet and North 00° 29' 03" East, a distance of 170.00 feet;

Thence South 00° 35' 45" West, a distance of 27.73 feet;

Thence North 89° 24' 15" West, a distance of 7.24 feet;

Thence North 00° 35' 45" East, a distance of 27.73 feet;

Thence South 89° 24' 15" East, a distance of 7.24 feet to the POINT of BEGINNING;

EXHIBIT C-2 TO DECLARATION OF EASEMENT

ROOM 411 LEGAL DESCRIPTION

EASEMENT 1, SECTION 2 - TEL/CO ROOM 411

BEGINNING at a point within said Parcel 'A' at the corner on the interior north wall of the former A.T.&T. Building at 5555 East Olive Avenue, Fresno CA, from which the northeast corner of said Parcel 'A' bears North 69° 42' 08" East a distance of 140.03 feet and North 00° 29' 03" East a distance of 170.00 feet;

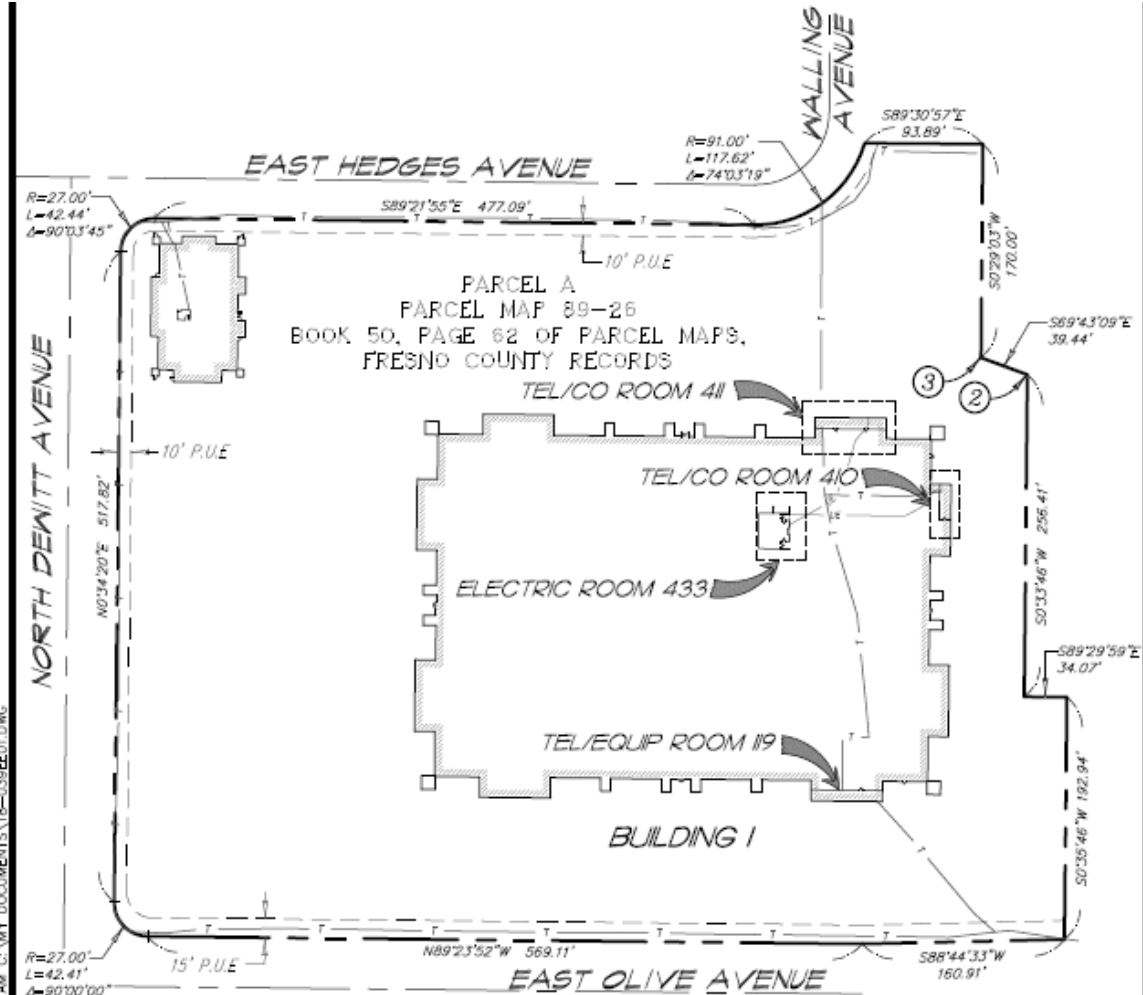
Thence South 89° 24' 15" East, a distance of 17.53 feet;

Thence South 00° 35' 45" West, a distance of 7.12 feet;

Thence North 89° 24' 15" West a distance of 17.53 feet;

Thence North 00° 35' 45" East, a distance of 7.12 feet to the POINT of BEGINNING;

EXHIBIT D TO DECLARATION OF EASEMENT
TELECOM LINE AREA AND
ROOM 410 AND ROOM 411 DEPICTION



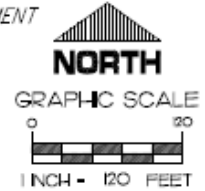
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SHEET INDEX:

SHEET NO.	DESCRIPTION
1	LOCATION PLAT
2	TELECOM EASEMENT
3	ELECTRICAL EASEMENT

LEGEND

- ② ③ PROPERTY CORNERS USED FOR DIMENSIONING
- (E) — UNDERGROUND ELECTRICAL LINE
- (T) — UNDERGROUND TELECOM LINE
- P.U.E. PUBLIC UTILITY EASEMENT



PREPARED BY:
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LOCATION PLAT
 FOR
AT & T
 5555 EAST OLIVE STREET
 FRESNO, CA

BY: M. ESLIMI - 11/21/19
 DMA CADFILE: 18-039EED01
 SHEET 1 OF 3 **FB# 419**

EXHIBIT E TO DECLARATION OF EASEMENT

ELECTRIC LINE AREA LEGAL DESCRIPTION

EASEMENT 2, SECTION 3 - ELECTRICAL LINES

An easement 3.00 feet in width lying equally on each side of the following described center line over, under and across portions of Parcel 'A' of Parcel Map No. 89-26, according to the map thereof filed in Book 50 of Parcel Maps at page 62, Fresno County Records, being a portion of the northeast quarter of Section 32, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, as follows (Electrical Line "A"):

Beginning at a point within said Parcel 'A' at an existing electric service panel located on the interior wall, east side of the former A.T.&T. Building at 5555 East Olive Avenue, Fresno CA, from which the northeast corner of said Parcel 'A' bears North 36° 51' 53" East, a distance of 114.67 feet, North 69° 43' 09" East, a distance of 39.44 feet and North 00° 29' 03" East a distance of 170.00 feet;

Thence North 89° 24' 15" West a distance of 5.22 feet;

Thence South 36° 16' 44" West a distance of 17.27 feet;

Thence South 62° 56' 29" West a distance of 14.77 feet;

Thence South 89° 24' 15" East a distance of 92.26 feet;

Thence South 00° 35' 09" West a distance of 20.48 feet to the southerly terminus of said described center line.

The sidelines of said easement are to be extended or foreshortened to begin on the west wall of the DATAKIT TEL/CO ROOM 410 in the former A.T.&T. Building;

Together with an easement 3.00 feet in width lying equally on each side of the following described center line over, under and across portions of said Parcel 'A', as follows (Electrical Line "B"):

Beginning at a point within said Parcel 'A' at an existing electric service panel located on the exterior wall, north side of the former A.T.&T. Building at 5555 East Olive Avenue, Fresno CA, from which the northeast corner of said Parcel 'A' bears North 62° 05' 58" East, a distance of 101.48 feet and North 00° 29' 03" East a distance of 170.00 feet;

Thence South 00° 20' 42" East a distance of 3.68 feet;

Thence South 15° 27' 07" West a distance of 4.13 feet;

Thence South 40° 01' 55" West a distance of 14.52 feet;

Thence South 15° 25' 14" East a distance of 19.25 feet;

Thence South 22° 12' 15" West a distance of 26.11 feet;

Thence South 48° 38' 15" West a distance of 13.01 feet;

Thence South 60° 42' 39" West a distance of 31.97 feet the southwesterly terminus of said described center line.

The sidelines of said easement are to be extended or foreshortened to begin on the north wall of the former A.T.&T. Building and terminate on the east wall of the DATAKIT ELECTRIC ROOM 433;

For the purposes of this description the westerly portion of the south line of said Parcel A is taken to be North 89° 23' 52" West.

EXHIBIT F-1 TO DECLARATION OF EASEMENT

MAIN ELECTRIC ROOM LEGAL DESCRIPTION

EASEMENT 2, SECTION 1 - MAIN ELECTRIC ROOM

BEGINNING at a point within said Parcel 'A' at an interior corner of Electric Room in the former A.T.&T. Building at 5555 East Olive Avenue, Fresno CA, from which the northeast corner of said Parcel 'A' bears North 57° 12' 00" East, a distance of 90.73 feet and North 00° 29' 03" East a distance of 170.00 feet;

Thence South 00° 35' 45" West, a distance of 7.12 feet;

Thence North 89° 24' 15" West, a distance of 20.52 feet;

Thence North 00° 35' 45" East, a distance of 7.12 feet;

Thence South 89° 24' 15" East, a distance of 20.52 feet to the POINT OF BEGINNING.

EXHIBIT F-2 TO DECLARATION OF EASEMENT

ROOM 433 LEGAL DESCRIPTION

EASEMENT 2, SECTION 2 - DATAKIT ELECTRIC ROOM 433

BEGINNING at a point within said Parcel 'A' at an interior corner of Electric Room in the former A.T.&T. Building at 5555 East Olive Avenue, Fresno CA, from which the northeast corner of said Parcel 'A' bears North 58° 27' 35" East, a distance of 222.86 feet, North 69° 43' 09" East, a distance of 39.44 feet and North 00° 29' 03" East a distance of 170.00 feet;

Thence South 00° 35' 45" West, a distance of 4.89 feet;

Thence North 89° 24' 15" West, a distance of 1.42 feet;

Thence South 00° 35' 45" West, a distance of 2.08 feet;

Thence North 89° 24' 15" West, a distance of 4.58 feet;

Thence North 00° 35' 45" East, a distance of 6.97 feet;

Thence North 89° 24' 15" East, a distance of 6.00 feet; to the POINT OF BEGINNING.

EXHIBIT G TO DECLARATION OF EASEMENT

ELECTRIC LINE AREA AND

MAIN ELECTRIC ROOM AND ROOM 433 DEPICTION

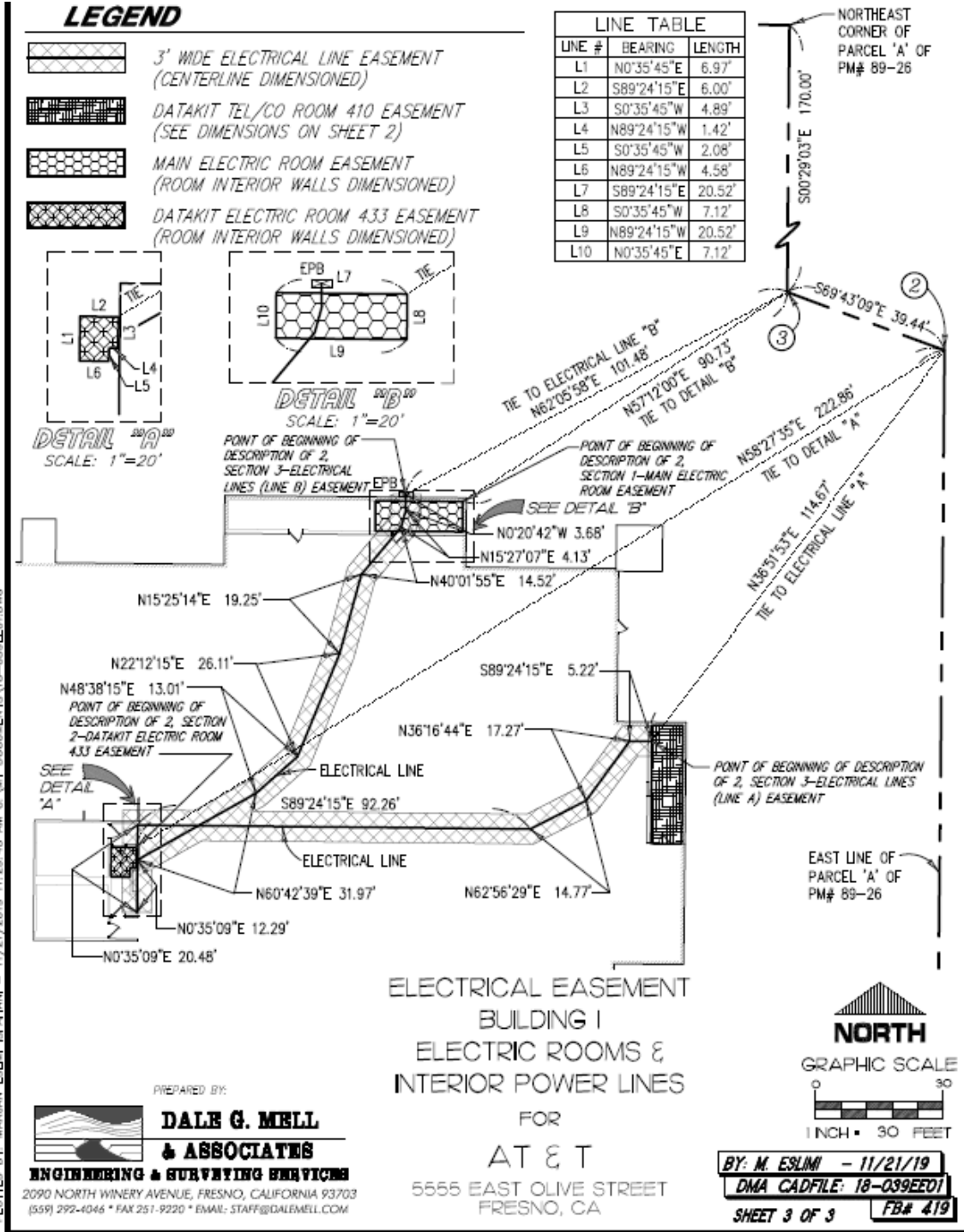


EXHIBIT G TO REAL ESTATE SALE CONTRACT

FORM OF ASSIGNMENT AND ASSUMPTION OF LANDLORD'S INTEREST IN LEASE

**ASSIGNMENT AND ASSUMPTION OF
LANDLORD'S INTEREST IN LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LANDLORD'S INTEREST IN LEASE (this "Assignment") is made and entered into as of the _____ day of _____, 2020 (the "Effective Date"), by and between **PACIFIC BELL TELEPHONE COMPANY**, a California corporation ("Assignor"), and the **COUNTY OF FRESNO**, a political subdivision of the State of California ("Assignee").

WHEREAS, Assignor is currently the "Landlord" under that certain Lease dated _____, 2020 (as may be amended or modified, the "Lease"), with **AT&T SERVICES, INC.**, a Delaware corporation ("Tenant"), relating to those certain premises located as provided on Exhibit "A", attached hereto and incorporated herein, as more fully described in the Lease; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's right, title and interest as the landlord under the Lease, subject to the terms of this Assignment;

NOW, THEREFORE, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Capitalized Terms**. Terms with initial capital letters that are not otherwise defined herein shall have the same meanings as set forth in the Lease.

2. **Assignment**. Assignor hereby transfers, assigns and sets over unto Assignee and Assignee's successors and assigns, all of Assignor's right, title and interest as the landlord under the Lease (for the avoidance of doubt, Assignee shall hereafter be the "Landlord" under the Lease).

3. **Assumption**. Assignee hereby assumes and agrees to pay and perform all of the duties, obligations and liabilities of Assignor as the landlord under the Lease, to the extent the same accrue on or after the Effective Date. Assignor hereby indemnifies and holds Assignee harmless from and against all claims, losses, costs and liabilities arising out of or in connection with the Lease, to the extent the same accrue before the Effective Date. Assignee hereby indemnifies and holds Assignor harmless from and against all claims, losses, costs and liabilities arising out of or in connection with the Lease, to the extent the same accrue on or after the Effective Date.

4. **Counterparts**. The parties may execute this Assignment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Assignment in the presence of the other parties to this Assignment. This Assignment is effective upon delivery of one executed counterpart from each party to the other parties.

[Remainder of Page Intentionally Left Blank; Signatures on the Following Page(s)]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

PACIFIC BELL TELEPHONE COMPANY,
a California corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

COUNTY OF FRESNO
a political subdivision of the State of California

By: _____

Robert W. Bash, Director of Internal Services/
Chief Information Officer

EXHIBIT "A"

TO

ASSIGNMENT AND ASSUMPTION OF LANDLORD'S INTEREST IN LEASE

Legal Description

PARCEL A OF PARCEL MAP NO. 89-26 RECORDED IN BOOK 50, PAGE 62 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

Including the building located at 5555 E. Olive Avenue, Fresno, California, but specifically excluding the building located at 5520 E. Hedges Avenue, Fresno, California.

APN: 455-223-12

EXHIBIT H TO REAL ESTATE SALE CONTRACT
FORM OF TENANT NOTICE LETTER

TENANT NOTICE LETTER

_____, 2020

Tenant: AT&T SERVICES, INC., a Delaware corporation

Tenant Notice Addresses:

AT&T Services, Inc.
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn.: CRE Lease Administration

with a copy to:

AT&T Services, Inc.
208 S. Akard Street, Room 3137
Dallas, TX 75202
Attn.: AVP Senior Legal Counsel—Real Estate

with a copy to:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P
San Ramon, CA 94583

Re: Lease (as amended and modified, the "*Lease*") dated _____, 2020, by and between **PACIFIC BELL TELEPHONE COMPANY**, a California corporation ("*Prior Landlord*") and **AT&T SERVICES, INC.**, a Delaware corporation ("*Tenant*"), relating to those certain premises located as provided on Exhibit "A", attached hereto and incorporated herein, and as more fully described in the Lease, as assigned by Prior Landlord to the **COUNTY OF FRESNO**, a political subdivision of the State of California ("*Landlord*").

Dear Tenant:

You are hereby notified of the following:

1. Prior Landlord has assigned its right, title, and interest as the landlord under the Lease to Landlord pursuant to an Assignment and Assumption of Landlord's Interest in Lease dated on or about the date hereof.
2. The updated rental payment address under the Lease shall be 1925 E. Dakota, Fresno, CA 93726 (or Tenant may make such payments by wire via ACH if wiring instructions are provided to Tenant, as provided in Section 3 of the Lease).

3. Landlord's updated notice addresses under the Lease shall be as follows:

The County of Fresno
Attn: Director of Internal Services, CIO
333 Pontiac Way
Clovis, CA 93612

with a copy to:

The County of Fresno
Chief Administrative Officer
2281 Tulare Street
Fresno, CA 93721

Sincerely,

LANDLORD:

COUNTY OF FRESNO

a political subdivision of the State of California

By: _____
Robert W. Bash, Director of Internal Services/
Chief Information Officer

ACKNOWLEDGED BY PRIOR LANDLORD:

PACIFIC BELL TELEPHONE COMPANY,
a California corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

TO

TENANT NOTICE LETTER

Legal Description

PARCEL A OF PARCEL MAP NO. 89-26 RECORDED IN BOOK 50, PAGE 62 OF PARCEL MAPS,
FRESNO COUNTY RECORDS.

Including the building located at 5555 E. Olive Avenue, Fresno, California, but specifically
excluding the building located at 5520 E. Hedges Avenue, Fresno, California.

APN: 455-223-12

EXHIBIT I TO REAL ESTATE SALE CONTRACT
FORM OF MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS SPACE FOR RECORDER'S USE

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P
San Ramon, CA 94583

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of the _____ day of _____, 2020, by and between by and between PACIFIC BELL TELEPHONE COMPANY, a California corporation ("**Landlord**") and AT&T SERVICES, INC., a Delaware corporation ("**Tenant**"). The addresses of each party are as set forth on the signature pages attached hereto.

W I T N E S S E T H

1. The parties have entered into that certain Lease dated as of the _____ day of _____, 2020, between Landlord and Tenant (the "**Lease**"), whereby Landlord is demising and leasing to Tenant the real property located at 5555 E. Olive Avenue, Fresno, California, as further described in the legal description attached hereto as **Exhibit A** (together with any improvements thereon) (the "**Premises**").
2. The term of said Lease commences on the date hereof and ends on the date that is eighteen (18) months thereafter.
3. The rental for the Premises and all other covenants, conditions, and terms are set forth in the Lease and are hereby adopted herein and made a part hereof by reference to the same full extent as if all the covenants, conditions, and terms thereof were fully set forth herein.
4. This is a memorandum only and does not alter or affect any of the terms and conditions of the Lease.

[SIGNATURE PAGE FOLLOWS]

Landlord Address:

AT&T Services, Inc.
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn.: CRE Lease Administration

With a copy to:

AT&T Services, Inc.
208 S. Akard Street, Room 3137
Dallas, TX 75202
Attn.: AVP Senior Legal Counsel—Real Estate

With a copy to:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P
San Ramon, CA 94583

Tenant Address:

AT&T Services, Inc.
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn.: CRE Lease Administration

With a copy to:

AT&T Services, Inc.
208 S. Akard Street, Room 3137
Dallas, TX 75202
Attn.: AVP Senior Legal Counsel—Real Estate
With a copy to:

Hamlet Orloski
AT&T Services, Inc.
Attn: Portfolio Management – [California]
5001 Executive Parkway, Room 4W000P
San Ramon, CA 94583

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL A OF PARCEL MAP NO. 89-26 RECORDED IN BOOK 50, PAGE 62 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

Including the building located at 5555 E. Olive Avenue, Fresno, California, but specifically excluding the building located at 5520 E. Hedges Avenue, Fresno, California.

APN: 455-223-12