

LEASE AGREEMENT

This Lease Agreement ("Agreement") is dated January 6, 2026 and is between Fig Garden Offices, LLC, a California Limited Liability Company ("Lessor"), and the County of Fresno, a political subdivision of the State of California ("Lessee").

Article 1

Leased Premises

1.1 Leased Premises. The Lessor hereby leases to the Lessee the office space at the location commonly known as 5260 North Palm Avenue, Fresno, CA 93704, Suites 300 and 321, (the "Premises"). The Lessor represents that the Premises is approximately 38,968 square feet as shown in Exhibit "A".

Lessor reserves the right to use (and the Premises does not include) the roof and exterior wall of the Premises, and the area beneath, adjacent to, and above the Premises, together with the right (but not necessarily the obligation) to install, use, maintain, repair, and replace equipment machinery, pipes, conduits and wiring through the Premises, which serve other parts of the Building, in a manner and in location which do not unreasonably interfere with Lessee's use of the Premises.

Lessee shall have the right to free daily parking of passenger vehicles by its employees and visitors in the parking facility designated by Lessor at no additional charge to Lessee, subject to all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility, including any sticker or other identification system established by Lessor.

1.2 Covenants. The Lessor covenants that the Premises are in compliance with all applicable laws, ordinances and regulations, including but not limited to safety regulations, health and building codes, including, without limitation, the Americans with Disabilities Act and that the Premises shall remain in such compliance throughout the term of this Agreement.

1.3 Compliance with Laws. The Lessor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its

obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

Lessee's Responsibilities

2.1 The Lessee shall use the Premises as Fresno County office space. The Lessee agrees to comply with applicable laws, ordinances and regulations in connection with such use

Article 3

Rent, Invoices, and Payments

3.1 The Lessee agrees to pay, and the Lessor agrees to receive, rent for the use of its Premises under this Agreement and as described in Exhibit B to this Agreement, entitled "Rent Schedule."

3.2 Maximum Rent. The maximum Rent payable to the Lessor under this Agreement is \$6,331,982.49 pursuant to the Rent Schedule referred to in Section 3.1. The Lessor acknowledges that the Lessee is a local government entity, and does so with notice that the Lessee's powers are limited by the California Constitution and by State law, and with notice that the Lessor may receive rent according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Lessor further acknowledges that Lessee employees have no authority to pay the Lessor except as expressly provided in this Agreement.

3.3 Payment. The Lessee shall pay rent for each month on the first day of each month.

3.4 Incidental Expenses. The Lessor is solely responsible for all of its costs and expenses that are not specified as payable by the Lessee under this Agreement.

3.5 Building Operating Costs/Common Area/Utilities. In addition to the Rent, Lessee shall pay an amount equal to its pro-rata share of Building Operating Cost, Common Area Maintenance and Utilities as estimated in the Operating Budget attached hereto as Exhibit "B" and incorporated herein by reference. Building Operating Costs, Common Area

1 Maintenance and Utilities shall be calculated as follows: Lessee's proportionate share of
2 such costs shall be equal to the ratio of its square footage (38,968 square feet) of the
3 leased premises to the total square footage of all leasable space in the office building.
4 Lessor shall estimate such cost during each year of the Lease and Lessee shall pay one-
5 twelfth of such annual estimate each month, and at the same time as the monthly payment
6 of the Base Rent. After the expiration of each 12-month lease year, Lessor shall advise
7 Lessee of the actual amount spent and, if Lessee's annual proportionate share of the
8 actual costs is greater than the amount paid by Lessee during the prior lease year, then
9 Lessee shall promptly pay Lessor such extra amount, which is the difference between the
10 actual costs of Lessee's proportionate share and the estimated costs of Lessee's
11 proportionate share. Conversely, if the annual proportionate share of the actual costs is
12 less than what Lessee paid during the prior lease year, then Lessor shall credit Lessee
13 with such excess amount against Lessee's next monthly payments due for such items,
14 except at the expiration of the Lease, in which event Lessor shall promptly pay Lessee
15 such excess amount in cash.

16 **Article 4**

17 **Term of Agreement**

18 **4.1** Term. This Agreement is effective on January 15, 2026, and terminates on
19 January 14, 2029, except as provided in section 4.2, "Extension," or Article 6, "Termination
20 and Suspension," below.

21 **4.2** Extension. The term of this Agreement may be extended for no more than two,
22 one-year periods only upon written approval of both parties at least 30 days before the first
23 day of the next one-year extension period. The County Administrative Officer or the
24 Director of General Services, or his or her designee, is authorized to sign the written
25 approval on behalf of the Lessee based on the Lessor's satisfactory performance. The
26 extension of this Agreement by the Lessee is not a waiver or compromise of any default or
27 breach of this Agreement by the Lessor existing at the time of the extension whether or not
28

known to the Lessee. In no event shall this (Lease) Agreement continue beyond the second optional one-year extension period.

Article 5

Notices

5.1 Contact Information. The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the Lessee:

County of Fresno
Director of General Services
333 W. Pontiac Way
Clovis, CA 93612
GSDContracts@fresnocountyca.gov

For the Lessor:

Jeremy Reed
Fig Garden Offices LLC
ARC Properties LLC
5250 N. Palm Avenue, Suite 222
Fresno, CA 93704
jreed@thearcp.com

5.2 Change of Contact Information. Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 Method of Delivery. Each notice between the Lessee and the Lessor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three Lessee business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

1 (C) A notice delivered by an overnight commercial courier service is effective one
2 Lessee business day after deposit with the overnight commercial courier service, delivery
3 fees prepaid, with delivery instructions given for next day delivery, addressed to the
4 recipient.

5 (D) A notice delivered by PDF document attached to an email is effective when
6 transmission to the recipient is completed (but, if such transmission is completed outside
7 of Lessee business hours, then such delivery is deemed to be effective at the next
8 beginning of a Lessee business day), provided that the sender maintains a machine
9 record of the completed transmission.

10 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
11 nothing in this Agreement establishes, waives, or modifies any claims presentation
12 requirements or procedures provided by law, including the Government Claims Act
13 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

14 **Article 6**

15 **Termination and Suspension**

16 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
17 contingent on the approval of funds by the appropriating government agency. If sufficient
18 funds are not allocated, then the Lessee, upon at least 30 days' advance written notice to
19 the Lessor, may:

20 (A) Modify the services provided by the Lessor under this Agreement; or

21 (B) Terminate this Agreement.

22 **6.2 Termination for Breach.**

23 (A) Upon determining that a breach (as defined in paragraph (C) below) has
24 occurred, the Lessee may give written notice of the breach to the Lessor. The written
25 notice may suspend performance under this Agreement and must provide at least 30 days
26 for the Lessor to cure the breach.

27 (B) If the Lessor fails to cure the breach to the Lessee's satisfaction within the time
28 stated in the written notice, the Lessee may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the Lessee, the Lessor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the Lessee; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 Termination without Cause. In circumstances other than those set forth above, the Lessee, the County Administrative Office, the Director of General Services, or a designee of one of them, may terminate this Agreement by giving at least 180 days advance written notice to the Lessor.

6.4 No Penalty or Further Obligation. Any termination of this Agreement by the Lessee under this Article 6 is without penalty to or further obligation of the Lessee.

6.5 Lessee's Rights upon Termination. Upon termination for breach under this Article 6, the Lessee may demand repayment by the Lessor of any monies disbursed to the Lessor under this Agreement that, in the Lessee's sole judgment, were not expended in compliance with this Agreement. The Lessor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Lessor

7.1 Status. In performing under this Agreement, the Lessor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent Lessor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the Lessee.

7.2 Verifying Performance. The Lessee has no right to control, supervise, or direct the manner or method of the Lessor's performance under this Agreement, but the Lessee may verify that the Lessor is performing according to the terms of this Agreement.

7.3 Benefits. Because of its status as an independent contractor, Lessor has no right to employment rights or benefits available to Lessee employees. The Lessor is solely

1 responsible for providing to its own employees all employee benefits required by law.
2 Lessor shall save the Lessee harmless from all matters relating to the payment of Lessor's
3 employees, including compliance with Social Security withholding and all related
4 regulations.

5 **7.4 Services to Others.** The parties acknowledge that, during the term of this
6 Agreement, the Lessor may provide services to others unrelated to the Lessee.

7 **Article 8**

8 **Indemnity and Defense**

9 **8.1 Indemnity.**

10 (A) The Lessor shall indemnify and hold harmless and defend the Lessee
11 (including its officers, agents, employees, and volunteers) against all claims, demands,
12 injuries, damages, costs, expenses (including reasonable attorney fees and costs),
13 fines, penalties, and liabilities of any kind to the Lessee, the Lessor, or any third party
14 that arise from or relate to the performance or failure to perform by the Lessor (or any
15 of its officers, agents, subcontractors, or employees) under this Agreement. The
16 Lessee may conduct or participate in its own defense without affecting the Lessor's
17 obligation to indemnify and hold harmless or defend the Lessee.

18 (B) The Lessee shall indemnify and hold harmless and defend the Lessor
19 (including its partners and sub partners and their respective officers, managers,
20 members, agents, and employees) against all claims, demands, injuries, damages,
21 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
22 any kind that arise from or relate to the performance or failure to perform by the
23 Lessee under this Agreement or relating to Lessee's (or any of Lessee's officers',
24 agents', guests', invitees', contractors', subcontractors', or employees') use or
25 occupancy of the Premises. The Lessor may conduct or participate in its own defense
26 without affecting the Lessee's obligation to indemnify and hold harmless or defend the
27 Lessor.

28 **8.2 Survival.** This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Lessor shall comply with all the insurance requirements in Exhibit D to this Agreement.

9.2 Lessee Insurance. Lessee at its cost shall maintain commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, fire damage, premises, property damage, and personal injury arising out of or relating (directly or indirectly) to Lessee's business operations, conduct, assumed liabilities, and use or occupancy of the Premises. Lessee's liability coverage shall further include the broadest available form of contractual liability coverage. It is the parties intent that Lessee's contractual liability coverage provide coverage to the maximum extent possible of Lessee's indemnification obligations under this Agreement. Such insurance shall have a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence with a Five Million Dollar (\$5,000,000) aggregate limit. A certificate of insurance shall be deposited with Lessor at the commencement of the Term and on renewal of the policy not less than twenty (20) days before expiration of its term. The policy shall provide at least thirty (30) days' notice to Lessor prior to its cancellation. Lessor and any lender of Lessor shall be listed as an additional insured on the commercial general liability insurance policy, and it shall be endorsed as needed to provide that the insurance afforded to the additional insureds is primary and that all insurance carried by additional insureds is strictly secondary and shall not contribute with Lessee's liability insurance. The coverage afforded to Lessor and any lender of Lessor must be at least as broad as that afforded to Lessee and may not contain any terms, conditions, exclusions, or limitations to Lessor or any lender of Lessor that do not apply to Lessee. If the waiver of subrogation is contained in Lessee's commercial general liability insurance policy, Lessee waives any right that it may have against Lessor on account of any loss or damage to the extent that the loss or damage is insured under Lessee's insurance policies. Notwithstanding anything to the contrary contained herein, to the extent of insurance proceeds received with respect to

any insured loss, Lessee hereby waives any right of recovery against Lessor or any lender of Lessor and against any other party maintaining a policy of insurance with respect to the Premises or any portion thereof or the contents therein, for any loss or damage maintained by Lessee, except if such loss is caused by the fault or negligence of Lessor (or any of Lessee's officers', agents', guests', invitees', contractors', subcontractors', or employees').

Article 10

Inspections, Audits, and Public Records

10.1 Inspection of Documents. The Lessor shall make available to the Lessee, and the Lessee may examine at any time during business hours and as often as the Lessee deems necessary, all of the Lessor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Lessor shall, upon request by the Lessee, permit the Lessee to audit and inspect all of such records and data to ensure the Lessor's compliance with the terms of this Agreement.

10.2 State Audit Requirements. If the compensation to be paid by the Lessee under this Agreement exceeds \$10,000, the Lessor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 Public Records. The Lessee is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Lessor may provide to the Lessee. The Lessee's public disclosure of this Agreement or any record or data that the Lessor may provide to the Lessee may include but is not limited to the following:

(A) The Lessee may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The Lessee may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or

1 data that the Lessor may provide to the Lessee, unless such disclosure is prohibited by
2 court order.

3 (C) This Agreement, and any record or data that the Lessor may provide to the
4 Lessee, is subject to public disclosure under the Ralph M. Brown Act (California
5 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

6 (D) This Agreement, and any record or data that the Lessor may provide to the
7 Lessee, is subject to public disclosure as a public record under the California Public
8 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning with
9 section 7920.200) ("CPRA").

10 (E) This Agreement, and any record or data that the Lessor may provide to the
11 Lessee, is subject to public disclosure as information concerning the conduct of the
12 people's business of the State of California under California Constitution, Article 1, section
13 3, subdivision (b).

14 (F) Any marking of confidentiality or restricted access upon or otherwise made with
15 respect to any record or data that the Lessor may provide to the Lessee shall be
16 disregarded and have no effect on the Lessee's right or duty to disclose to the public or
17 governmental agency any such record or data.

18 **10.4 Public Records Act Requests.** If the Lessee receives a written or oral request
19 under the CPRA to publicly disclose any record that is in the Lessor's possession or
20 control, and which the Lessee has a right, under any provision of this Agreement or
21 applicable law, to possess or control, then the Lessee may demand, in writing, that the
22 Lessor deliver to the Lessee, for purposes of public disclosure, the requested records that
23 may be in the possession or control of the Lessor. Within five business days after the
24 Lessee's demand, the Lessor shall (a) deliver to the Lessee all of the requested records
25 that are in the Lessor's possession or control, together with a written statement that the
26 Lessor, after conducting a diligent search, has produced all requested records that are in
27 the Lessor's possession or control, or (b) provide to the Lessee a written statement that
28 the Lessor, after conducting a diligent search, does not possess or control any of the

requested records. The Lessor shall cooperate with the Lessee with respect to any Lessee demand for such records. If the Lessor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the Lessee and assert the exemption by citation to specific legal authority within the written statement that it provides to the Lessee under this section. Lessor's assertion of any exemption from disclosure is not binding on the Lessee, but the Lessee will give at least 10 days' advance written notice to the Lessor before disclosing any record subject to Lessor's assertion of exemption from disclosure. Lessor shall indemnify the Lessee for any court-ordered award of costs for attorney fees under the CPRA that results from the Lessor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the Lessee with respect to any Lessee demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 Applicability. This Article 11 applies if Lessor is operating as a corporation or changes its status to operate as a corporation.

11.2 Duty to Disclose. If any member of the Lessor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the Lessee before commencing the transaction or immediately after.

11.3 Definition. "Self-dealing transaction" means a transaction to which the Lessor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 Maintenance. The Lessor shall be responsible for the structural condition of the Premises and for all exterior and interior maintenance, including, but not limited to, the air conditioning, heating, electrical, windows, plumbing, roofing, floor coverings, painting and graffiti removal, fire/life-safety systems including, but not limited to, fire suppression

1 systems and alarms and smoke/fire alarm systems, landscaping, and parking lot, replacing
2 lighting, and janitorial service. The Lessor covenants that the Premises shall be
3 maintained in substantially the same condition as that existing at the commencement of
4 this Agreement.

5 (A) Except as expressly provided as Lessor's obligation above, Lessee shall keep
6 the premises in good condition and repair. All damage or injury to the Premises or the
7 Building resulting from the act or negligence of Lessee, its employees, agents or visitors,
8 guests, invitees or licensees, or by the use of the Premises (other than normal wear and
9 tear from Lessee's use of the Premises), shall be promptly repaired by Lessee at its sole
10 cost and expense, to the satisfaction of Lessor. Lessor may make any necessary repairs
11 which are not promptly made by Lessee as required by this Lease following: (1) Lessee's
12 receipt of written notice from Lessor, and (2) the reasonable opportunity of Lessee to
13 make said repair within 30 days of receipt of said written notice. Lessor may thereupon
14 charge Lessee for the cost of reasonable repairs, which costs shall be paid by Lessee
15 within 45 days from invoice from Lessor.

16 (B) Excluding Holidays, including Christmas Day, Thanksgiving Day, Labor Day,
17 Memorial Day, New Year's Day and July 4th, air conditioning and heat shall be provided in
18 such quantities as is reasonably necessary for the comfortable occupancy of the
19 Premises. In addition, Lessor shall provide electricity for normal lighting and normal office
20 machines, elevator service and water on the same floor as the Premises for lavatory and
21 drinking purposes in such reasonable quantities as is reasonably necessary for general
22 office use, and in compliance with applicable codes. Lessor shall furnish janitorial and
23 maintenance services to the Premises five (5) days per week, excepting local and national
24 holidays. Lessor may comply with mandatory or voluntary controls or guidelines
25 promulgated by any government entity relating to the use or conservation of energy, water,
26 gas, light, or electricity or the reduction of automobile or other emissions without creating
27 any liability of Lessor to Lessee under this Agreement, as long as compliance with
28 voluntary controls or guidelines does not interfere with Lessee's permitted use of the

1 Premises under this Agreement. Lessee agrees to pay for all utilities and other services
2 utilized by Lessee, and any additional Building services furnished to Lessee that exceed
3 what is normally required for office use as stated in this section, and which are not
4 uniformly furnished to all tenants of the Building, at the rate generally charged by Lessor to
5 tenants of the Building for such utilities or services. Lessee shall cooperate with Lessor's
6 voluntary energy conservation measures, provided such energy conservation measures,
7 including Lessor's actions to convert the Building to a "Green Building", do not interfere
8 with Lessee's reasonable use of the Premises.

9 (C) Lessee will not, without the prior reasonable written consent of Lessor, use any
10 apparatus or device in the Premises which will in any way unreasonably increase the
11 amount of electricity or water usually furnished or supplied for use of the Premises as
12 general office space; nor connect any apparatus, machine or device with water pipes or
13 electric current (except through existing electrical outlets and pipe connections in the
14 Premises), for the purpose of using electricity or water. Lessee agrees that Lessor shall be
15 the sole and exclusive representative with respect to, and shall maintain exclusive control
16 over, the reception, utilization and distribution of electrical power, regardless of point or
17 means of origin, use or generation.

18 (D) As an exception to events that may occur, in the event Building systems such as
19 air conditioning and heating units, restroom fixtures are not draining properly, water
20 intrusion or leaks or other events that cause immediate material impact to the occupancy
21 of the Premises by Lessee, Lessor shall respond within twenty four (24) hours after written
22 notice by Lessee to Lessor to make repairs and replace equipment to restore the systems
23 to full working order. Lessor covenants that the Premises shall be maintained in a
24 condition commensurate to other similar office buildings in the Fresno, CA area.

25 **12.2 Breach of Obligation to Maintain.** In the event the Lessor breaches its
26 obligation to maintain the Premises as herein provided, the Lessee may give written notice
27 to the Lessor within 15 days of the discovery of such breach. The Lessor shall then have
28 30 days from the date of notice to cure its breach. If the period for cure expires and if, in

1 the Lessees' reasonable determination, the Lessor has failed to cure, then the Lessee
2 may, at their election:

3 (A) Terminate this Agreement as herein after provided. In such case, the Lessee
4 shall have the right to demand the Lessor refund any monies which, in the judgement of
5 the Lessee, were paid to the Lessor pursuant to the Agreement but which were not earned
6 by the Lessor by consequence of its breach. Upon receipt of such demand, the Lessor
7 shall promptly refund all such monies; or

8 (B) Cure the Lessor's breach and deduct the cost of such cure, together with
9 reasonable administrative costs, from the Lessees' future rent obligation. The Lessee's
10 decision to cure the Lessor's breach shall not constitute a waiver of any rights or remedies
11 that Lessee may have arising from this Agreement or by operation of law.

12 **12.3 Destruction or Damage from Casualty.** If the Premises are damaged or
13 destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a
14 sudden, unexpected, or unusual nature (hereinafter "Casualty"), then the Lessor shall
15 either promptly and diligently repair the damage at its own cost, or terminate the
16 Agreement as hereinafter provided.

17 (A) If the Lessor elects to repair the Casualty damage to the Premises, then it shall
18 within 30 days after the date of Casualty provide written notice (hereinafter "Notice of
19 Repair") to the Lessee indicating the anticipated time required to repair. The Lessor shall
20 bear the cost of all repairs to the Premises, including the cost to repair any alteration or
21 fixtures installed or attached thereto by the Lessee. Such repairs shall restore the
22 Premises to substantially the same condition as the existing at the commencement of this
23 Agreement and shall be made in compliance with all applicable state and local building
24 codes. The Lessor shall not be liable to the Lessee for compensation for any loss of
25 business, or any inconvenience or annoyance arising from repair of the Premises as a
26 result of the Casualty except for rent reduction as hereinafter provided. The Lessee shall
27 be responsible at its sole cost and expense for the replacement of its personal property.
28

1 (B) The Lessor may only elect to terminate the Agreement due to Casualty if: the
2 Premises have been destroyed or substantially destroyed by said Casualty; and the
3 estimated time to repair the Premises exceeds 240 days from the date of the Casualty.
4 The Lessor shall provide the Lessee with written notice of its election to terminate within
5 30 days after the date of Casualty.

6 (C) In the event of Casualty, the Lessee's obligation to pay rent shall be reduced
7 beginning on the date of the Casualty. Such reduction shall be proportional to the damage
8 caused to the Premises by the Casualty as determined by the Lessee. If the Lessor elects
9 to repair the Premises pursuant to the terms of this Agreement, then the rent reduction
10 shall continue until the date of the local governing body issuing a safe to stock certificate
11 for the Premises.

12 (D) If the Lessee does not receive a Notice of Repair from Lessor within 30 days
13 after a Casualty, or if the anticipated period of repair contained in the Notice of Repair
14 exceeds 240 days, then the Lessee may elect to terminate this Agreement as hereinafter
15 provided. In such case, the Lessee shall have the right to demand that the Lessor refund
16 any monies which, in the judgment of the Lessee, were paid to the Lessor pursuant to the
17 Agreement but which were not earned by the Lessor by consequence of the Casualty.
18 Upon receipt of such demand, the Lessor shall promptly refund all such monies.

19 **12.4 Surrender of Possession.** Upon the expiration or termination of this
20 Agreement, the Lessee will surrender the Premises to Lessor in such condition as that
21 existing at the commencement of this Agreement, less reasonable wear and tear, less the
22 effects of any Casualty as herein defined, and less the effects of any breach of the
23 Lessor's covenant to maintain. The Lessee will not be responsible for any damage in
24 which the Lessee is not obligated hereunder to repair.

25 **12.5 Improvements to the Premises and Alterations.** Lessee shall make no
26 alterations, installations, changes, or additions in or to the Premises or the Building
27 (collectively Alterations). Alterations shall not include moveable office furniture, office
28 furnishings, or office equipment.

1 (A) Lessee may request that Lessor perform minor Alterations to the Premises.
2 Such improvements may include such improvements as upgrades to door fixtures, the
3 addition of electrical outlets, and other similar minor improvements. Subject to Lessor's
4 approval, Lessor agrees to provide Lessee with an estimate of the cost of such Alterations.
5 Upon Lessee's approval of the estimate provided by Lessor, Lessor shall perform the
6 improvements. Lessee agrees to reimburse Lessor for the actual cost of such approved
7 Alterations. An invoice for this cost shall be provided to Lessee after the completion of the
8 Alterations and will be paid by Lessee to Lessor within 45 days of receipt of the invoice.
9 Such Alterations shall not exceed a total of \$30,000 for the full Term of this lease.

10 (B) Lessee shall keep the Premises and the Building free from any mechanic's liens,
11 vendors liens, or any other liens arising out of any work performed, materials furnished or
12 obligations incurred by Lessee, and Lessee agrees to defend, indemnify and hold lessor
13 harmless from and against any such lien or claim or action thereon, together with costs of
14 suit and reasonable attorneys' fees and costs incurred by Lessor in connection with any
15 such claim or action. All expenses (including reasonable attorneys' fees) incurred by
16 Lessor in connection with any such liens shall be considered Additional Rent under this
17 Lease and shall be payable by Lessee within 45 days of an invoice provided by Lessor to
18 Lessee.

19 **12.6 Fixtures.** The Lessor agrees that any equipment, fixtures or apparatus
20 installed in or on the Premises by the Lessor shall continue to be the property of that
21 governmental entity and may be removed by that governmental entity at any time. The
22 respective governmental entity shall repair damage caused by the removal of its fixtures.
23 Any fixtures not removed with the Lessee surrender possession shall become the property
24 of the Lessor.

25 **12.7 Right of Entry.** The Lessor, or its representative(s), upon twenty-four (24) hour
26 notice, shall have the right to enter the Premises at any time during business hours, or at
27 such other time as the Lessee deems appropriate, to make any alterations, repairs or
28 improvements to the Premises. The normal business of the Lessee or its invitees shall not

be unnecessarily inconvenienced. In the event of an emergency, the Lessor may enter the Premises at any time without giving prior notice to the Lessee.

12.8 Estoppel Certificate. Lessee shall, at any time upon not less than sixty (60) days' prior written request by Lessor, execute, acknowledge and deliver to Lessor a written estoppel certificate, in a form reasonably satisfactory to Lessor, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if applicable, the dates to which the monthly rent and any other charges have been paid in advance. Any such statement delivered pursuant to this Section 12.9 may be relied upon by third persons, including a prospective purchaser or encumbrancer of the Premises.

12.9 Subordination, Non-Disturbance, and Attornment. If after the Effective Date, Lessor desires to obtain a loan from a bank (the "Bank") and thereby encumber the Premises with a deed of trust ("Deed of Trust"), the Parties agree, and Lessor shall cause the Bank, as beneficiary of the Deed of trust, to agree, to enter into a Subordination, Non-Disturbance, and Attornment Agreement ("SNDA") in form and substance reasonably acceptable to Lessee, Lessor, and the Bank. The agreed-upon SNDA shall include the following terms, generally outlined below, which outline not an exhaustive list of terms, or the specific terms, for the agreed-upon SNDA:

(A) This Lessee shall subordinate the priority of this Lease to the Deed of Trust;

(B) In the event of a foreclosure of the Deed of Trust, or a transfer of the Real Property in lieu thereof or in any other manner whereby Bank or its successors-in-interest succeed to the interest of Lessor under this Lease, so long as there shall then exist no breach or event of default by Lessee under this Lease which has continued to exist for such period of time (after notice, if any, required by this Lease) as would entitle Lessor to terminate this Lease: (a) this Lease, including the leasehold interest of Lessee hereunder shall not be disturbed or otherwise adversely affected by reason of such foreclosure or transfer of the Real Property in lieu thereof or in any other manner;(b) other than as set forth in the SNDA, none of Lessee's rights and interest

1 under this Lease, shall be affected in any way by reason of any default under the Deed
2 of Trust, and this Lease shall continue in full force and effect; (c) Bank and its
3 successors-in-interest shall recognize and accept Lessee as the lessee under this
4 Lease, subject to the terms and conditions of this Lease as modified by the SNDA; (d)
5 the Bank and its successors-in-interest as lessor under this Lease, shall have all of the
6 rights and obligations of Lessor under this Lease (provided that neither Bank nor such
7 successors-in-interest shall be liable for any act or omission of Lessor as the prior
8 lessor under this Lease, except that Lessee shall be entitled to exercise all of its rights
9 and remedies under this Lease with respect to continuing defaults hereunder resulting
10 from the acts or omissions of Lessor arising after Bank, or its successor-in-interest, has
11 received Lessee's notice to Bank, or its successor-in-interest, with respect to such
12 defaults and has not, after a reasonable opportunity to cure, under the SNDA cured
13 the same under the SNDA; (e) Bank shall not join Lessee as a party defendant in any
14 action or foreclosure proceeding unless such joinder is with respect to this Lease,
15 including the Real Property, and required by law to foreclose the Deed of Trust, then
16 only for such purpose and not for the purpose of terminating this Lease; and (g)
17 Lessee shall to attorn to the Bank, and its transferee, as if the Bank and such
18 transferee were Lessor under this Lease;

19 (C) Upon Lessee's receipt of written demand from Bank, which shall include
20 notice of same has been given in writing to Lessor, that Bank has elected to terminate
21 the license granted to Lessor to collect Rents from Lessee under this Lease, as
22 provided in the Deed of Trust, and directing Lessee to make payment thereof directly to
23 Bank, (a) Lessee shall, for any Rents due and payable thirty (30) days thereafter, comply
24 with such written demand and direction to pay and shall not be required to determine
25 whether Lessor is in default under any obligations to Bank, or to honor any conflicting
26 demand from Lessor, and (b) Lessee shall be entitled to full credit under this Lease for
27 any Rents paid to Bank in accordance with such written demand and direction to the
28 same extent as if such Rents were paid directly to Lessor; Any disputes between or

among the Bank, including its successors-in-interest, and Lessor shall be dealt with and adjusted solely between or among the Bank, including its including its successors-in-interest, and Lessor.

(D)The SNDA shall be governed by California law.

12.10 Modification. Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Lessor acknowledges that Lessee employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.11 Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.12 Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.

12.13 Jurisdiction and Venue. This Agreement is signed and performed in Fresno County, California. The Lessor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

12.14 Construction. The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12.15 Days. Unless otherwise specified, "days" means calendar days.

12.16 Headings. The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

12.17 Severability. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

1 **12.18 No Waiver.** Payment, waiver, or discharge by the Lessee of any liability or
2 obligation of the Lessor under this Agreement on any one or more occasions is not a
3 waiver of performance of any continuing or other obligation of the Lessor and does not
4 prohibit enforcement by the Lessee of any obligation on any other occasion.

5 **12.19 Entire Agreement.** This Agreement, including its exhibits, is the entire
6 agreement between the Lessor and the Lessee with respect to the subject matter of this
7 Agreement, and it supersedes all previous negotiations, proposals, commitments, writings,
8 advertisements, publications, and understandings of any nature unless those things are
9 expressly included in this Agreement. If there is any inconsistency between the terms of
10 this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will
11 be resolved by giving precedence first to the terms of this Agreement without its exhibits,
12 and then to the terms of the exhibits.

13 **12.20 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
14 create any rights or obligations for any person or entity except for the parties.

15 **12.21 Authorized Signature.** The Lessor represents and warrants to the Lessee
16 that:

17 (A) The Lessor is duly authorized and empowered to sign and perform its obligations
18 under this Agreement.

19 (B) The individual signing this Agreement on behalf of the Lessor is duly authorized
20 to do so and his or her signature on this Agreement legally binds the Lessor to the terms
21 of this Agreement.

22 **12.22 Force Majeure.** The Parties shall not be liable for any failure or delay in the
23 performance of their respective obligations hereunder caused by forces beyond its
24 reasonable control, including, but not limited to the following, acts of God, nature or war;
25 riots; pandemics; (each an event of "force majeure"), provided however, (a) as soon as
26 commercially practicable after the occurrence of any such event of force majeure, the
27 party claiming an event of force majeure shall promptly provide written notice thereof to
28 the other party and in such notice shall give reasonably full particulars concerning the

1 nature, scope and anticipated duration of the event of force majeure, and unless such
2 party gives notice of the cessation, or extension, of the occurrence of the event of force
3 majeure, the event of force majeure shall be deemed to have ceased as of the date in
4 such notice, or subsequent notice for the same event, of force majeure, and (b) an event
5 of force majeure will in no event include economic hardship, or acts, omissions,
6 circumstances, or events caused by, or through, a third party that is under contract with a
7 party where and to the extent that the acts, omissions, circumstances, or events caused
8 by, or through, the third party could have been avoided by commercially-reasonable,
9 timely, and diligent management or administration of the third party's performance of its
10 contractual obligations and duties under its contract by the party to such contract.

11 **12.23 Counterparts.** This Agreement may be signed in counterparts, each of which
12 is an original, and all of which together constitute this Agreement.

13 **12.24 Electronic Signatures.** The parties agree that this Agreement may be
14 executed by electronic signature as provided in this section.

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

20 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
21 equivalent to a valid original handwritten signature of the person signing this Agreement
22 for all purposes, including but not limited to evidentiary proof in any administrative or
23 judicial proceeding, and (2) has the same force and effect as the valid original handwritten
24 signature of that person.

25 (C) The provisions of this section satisfy the requirements of Civil Code section
26 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
27 Part 2, Title 2.5, beginning with section 1633.1).
28

1 (D) Each party using a digital signature represents that it has undertaken and
2 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs
3 (1) through (5), and agrees that each other party may rely upon that representation.

4 (E) This Agreement is not conditioned upon the parties conducting the transactions
5 under it by electronic means and either party may sign this Agreement with an original
6 handwritten signature.

7 [SIGNATURE PAGE FOLLOWS]
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County of Fresno
L-369
5260 N. Palm Ave, Fresno, CA

The parties are signing this Agreement on the date stated in the introductory clause.

LESSOR
FIG GARDEN OFFICE, LLC, a California
Limited Liability Company

LESSEE
COUNTY OF FRESNO

BY: FGO HOLDINGS, LLC, a California
Limited Liability Company

Farid Assemi

Farid Assemi, Manager

Garry Bredefeld

Garry Bredefeld
Chairman of the Board of Supervisors of the
County of Fresno

Neema Assemi

Neema Assemi, Manager

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

Jeremy Reed

Jeremy Reed, Manager

Hana M

Deputy

5260 N. Palm Avenue, Suite 421
Fresno, CA 93704

For accounting use only:

Org No.: 5630
Account No.: 7340
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Leased Premises

5260 N. Palm Avenue, Suites 300 & 321, Fresno, CA 93704



Exhibit B

Rent Schedule

Base Rent				
Date	Square Feet	Cost/Sq Foot	Rent Monthly	Total Annual
January 15, 2026	38,968	\$ 1.75	\$ 68,194.00	\$ 818,328.00
January 15, 2027	38,968	\$ 1.8025	\$ 70,239.82	\$ 842,877.84
January 15, 2028	38,968	\$ 1.8566	\$ 72,347.01	\$ 868,164.18
January 15, 2029	38,968	\$ 1.9123	\$ 74,517.43	\$ 894,209.10
January 15, 2030	38,968	\$ 1.9696	\$ 76,752.95	\$ 921,035.37
			Total	\$ 4,344,614.49

Building Operating Costs/Common Area Maintenance/Utilities (NNN Estimated)				
Service	Monthly Per/ Sq. Ft.	Square Feet	Monthly Cost	Annual Cost
Fixed Costs	\$ 0.37	38,968	\$ 14,418.16	\$ 173,017.92
Insurance	\$ 0.03	38,968	\$ 1,169.04	\$ 14,028.48
Property Tax	\$ 0.20	38,968	\$ 7,793.60	\$ 93,523.20
Utilities (Estimated)*	\$ 0.25	38,968	\$ 9,742.00	\$ 116,904.00
Totals	\$ 0.85	38,968	\$ 33,122.80	\$ 397,473.60

*Excluding utilities to Lessee's Premises which will be contracted directly with PG&E.

Total Rent Schedule					
Year	Rent/ Sq. Ft.	NNN Estimate/ Sq. Ft.	Total Est./Sq. Ft. (3% Escalation)	Square Feet	Total Monthly Rent
Year 1	\$ 1.75	\$ 0.85	\$ 2.60	38,968	\$ 101,316.80
Year 2	\$ 1.8025	\$ 0.85	\$ 2.6525	38,968	\$ 103,362.62
Year 3	\$ 1.8566	\$ 0.85	\$ 2.7066	38,968	\$ 105,469.81
Year 4 (Option)	\$ 1.9123	\$ 0.85	\$ 2.7623	38,968	\$ 107,640.23
Year 5 (Option)	\$ 1.9696	\$ 0.85	\$ 2.8196	38,968	\$ 109,875.75

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the Lessee of Fresno ("Lessee"), members of a Lessor's board of directors ("Lessee Lessor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the Lessee. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the Lessee. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Five Million Dollars (\$5,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

Exhibit D

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

Exhibit D

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
DEGPU-RFGEV-KXSCH-BSMHS

DOCUMENT COMPLETED BY ALL PARTIES ON
22 DEC 2025 19:19:38
UTC

SIGNER

TIMESTAMP

SIGNATURE

FARID ASSEMI

EMAIL
FARID@ASSEMIGROUP.COM

SENT
17 DEC 2025 21:19:47

VIEWED
17 DEC 2025 21:27:15

SIGNED
17 DEC 2025 21:27:28

Farid Assemi

IP ADDRESS
104.249.155.226

LOCATION
FRESNO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
17 DEC 2025 21:27:15

JEREMY REED

EMAIL
JREED@THEARCP.COM

SENT
17 DEC 2025 21:19:47

VIEWED
17 DEC 2025 21:32:52

SIGNED
17 DEC 2025 21:33:07

Jeremy Reed

IP ADDRESS
104.249.155.226

LOCATION
FRESNO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
17 DEC 2025 21:32:52



CERTIFICATE *of* SIGNATURE

REF. NUMBER
DEGPU-RFGEV-KXSGH-BSMHS

DOCUMENT COMPLETED BY ALL PARTIES ON
22 DEC 2025 19:19:38
UTC

SIGNER

NEEMA ASSEMI

EMAIL
NEEMA@ASSEMIGROUP.COM

TIMESTAMP

SENT
17 DEC 2025 21:19:47

VIEWED
22 DEC 2025 19:18:45

SIGNED
22 DEC 2025 19:19:38

SIGNATURE

Neema Assemi

IP ADDRESS
174.255.223.183

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 DEC 2025 19:18:45

