

**2400 BUILDING AT CIVIC CENTER
S Q U A R E**

**2440 Tulare Street
Fresno, California**

**Office Lease
[Triple Net]**

**Tenant:
City of Fresno, California
a Municipal Corporation
through its
City Attorney's Office**

**Landlord:
Tutelian Holdings I, LLC
By
Civic Center Square, Inc.
a California Corporation, Managing Member**

Lease Date: _____

Premises Address: 2440 Tulare Street, Suite 100

Premises Rentable SF: 6,499

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OFFICE LEASE

2440 TULARE BUILDING

THIS LEASE IS MADE AS OF THE ____ DAY OF JULY 2023

BY AND BETWEEN

TUTELIAN HOLDINGS I, LLC, a California limited liability company (“LANDLORD”),

AND

CITY OF FRESNO, CALIFORNIA, a municipal corporation, through its
City Attorney’s Office (“TENANT”)

NOW THEREFORE, in consideration of the payment of rent and the performance of the covenants contained herein on the part of Tenant and Landlord, the parties hereto agree as follows:

ARTICLE 1 - INTRODUCTORY PROVISIONS

1.01 Fundamental Lease Provisions.

The following fundamental lease provisions are presented in this Paragraph to facilitate convenient reference by the parties hereto, and, unless otherwise hereinafter defined, the terms set forth below, whenever elsewhere referred to in this Lease, shall have the meaning set forth in this Paragraph 1.01.

(a) Premises:

The “Premises” shall mean a portion of an office building located at 2440 Tulare Street, Fresno, California (the “Building”) on land legally described on **Exhibit “A”** attached hereto (the “Land”). **Exhibit “A-1”** is a site plan indicating the current location of Landlord’s improvements upon the Land, including the Building, Parking Structure and common areas, together the “Project”. The Premises shall be on the first floor in the location shown on **Exhibit “A-2”**. The Premises as herein contemplated contain approximately 6,499 square feet of rentable Floor Area in the Building. The Premises has a street address of 2440 Tulare Street, Suite 100, Fresno, California 93721.

(b) Landlord’s Work and Delivery of the Premises:

Landlord’s Work and delivery of the Premises shall be as set forth in **Exhibit “C”**. The procedure for the Tenant Improvement work is as set forth in **Exhibit “C”**.

(c) Rent Commencement Date:

The Rent Commencement Date shall be two (2) months following the delivery by Landlord of the Premises to Tenant or as may be modified by the provisions of **Exhibit “G”**. The tentative Rent Commencement Date is November 1, 2023. The Term Commencement Date, the Rent Commencement Date and the Expiration Date of this Lease shall be set forth in Landlord’s Notice of Certain Term Dates, which shall be in the form set forth in **Exhibit “B”** and shall be delivered to Tenant by Landlord promptly following the determination of the Rent Commencement Date.

(d) Term:

The “Term” of this Lease shall mean the period of time commencing as of the date Landlord delivers and Tenant accepts possession of the Premises (the “Term Commencement Date”) and continuing thereafter until Ten (10) years following the Rent Commencement Date (plus, if the Rent Commencement Date is not the first day of a calendar month, the partial calendar month including and immediately following the Rent Commencement Date). The Rent Commencement Date and Expiration Date of this Lease shall be set forth in Landlord’s Notice of Certain Term Dates, which shall be in the form set forth in **Exhibit “B”** and shall be delivered to Tenant by Landlord promptly following the determination of the Rent Commencement Date.

(e) Base Rent:

Monthly Base Rent is abated for the first two (2) months following the Term Commencement Date.

Beginning on the Rent Commencement Date, Base Rent for the Term shall be in accordance with the following schedule:

Monthly Base Rent					
Year		Rent PSF	Rent/Mos	Parking/Mos	Total Base Rent
1-Sep-23	31-Oct-23	\$0.00	\$0.00	\$1,445.00	\$1,445.00
1-Nov-23	31-Oct-24	\$1.80	\$11,698.20	\$1,445.00	\$13,143.20
1-Nov-24	31-Oct-25	\$1.85	\$11,990.66	\$1,479.00	\$13,469.66
1-Nov-25	31-Oct-26	\$1.89	\$12,290.42	\$1,513.00	\$13,803.42
1-Nov-26	31-Oct-27	\$1.94	\$12,597.68	\$1,547.00	\$14,144.68
1-Nov-27	31-Oct-28	\$1.99	\$12,912.62	\$1,581.00	\$14,493.62
1-Nov-28	31-Oct-29	\$2.04	\$13,235.44	\$1,615.00	\$14,850.44
1-Nov-29	31-Oct-30	\$2.09	\$13,566.33	\$1,649.00	\$15,215.33
1-Nov-30	31-Oct-31	\$2.14	\$13,905.48	\$1,683.00	\$15,588.48
1-Nov-31	31-Oct-32	\$2.19	\$14,253.12	\$1,717.00	\$15,970.12
1-Nov-32	31-Oct-33	\$2.25	\$14,609.45	\$1,751.00	\$16,360.45

(f) Tenant Improvement Allowance:

N/A

(g) Use:

Limited to general office use in connection with the City Attorney's Office and purposes incidental thereto as more fully set forth in Article 7 of this Lease.

(h) Security Deposit:

Waived

(i) Advance Rent:

Concurrently with execution of this Lease, Tenant is paying to Landlord an amount equal to the sum of the first month's Base Rent plus one (1) month of estimated Tenant's Proportionate Share of Building Operating Costs, an amount of Eighteen Thousand Nine Hundred Twenty-Seven and 31/100 Dollars (\$13,143.20+\$5,784.11=\$18,927.31), which shall be applied to the Base Rent due for the first full calendar month following the Rent Commencement Date. Landlord's signature herein below acknowledges receipt of this payment.

(j) Building Operating Costs:

This Lease is a Triple-Net (NNN) Lease wherein Tenant, in addition to Base Rent, pays as Additional Rent its proportionate share of building Operating Costs, including utilities and janitorial service within the Premises, on a monthly basis. Tenant shall pay its Proportionate Share of Building Operating Costs, as set forth in Article 5 of this Lease, monthly as Additional Rent commencing upon the Term Commencement Date.

(k) Tenant's Proportionate Share:

Tenant's Proportionate Share of Building Operating Costs shall be as set forth in this subparagraph ("Tenant's Proportionate Share of Building Operating Costs"). Tenant's Proportionate Share of Building Operating Costs which relate to the Project, as defined in Article 1.03, is the percentage determined by computing the proportion that the rentable

square feet of the Premises bears to the total rentable square footage in the Project. Tenant's Proportionate Share of the Project, is 6.66% [i.e. 6,499 SF /97,750 SF]. Tenant's Proportionate Share of the Building, is the percentage determined by computing the proportion that the rentable square feet of the Premises bears to the total rentable square footage of the Building. Tenant's Proportionate Share of the Building is estimated to be 7.55% [i.e. 6,499SF / 86,117 SF]. Tenant shall pay its Proportionate Share of Building Operating Costs monthly as Additional Rent commencing upon the Term Commencement Date.

(l) Parking:

In addition to the Premises, seventeen (17) non-exclusive parking spaces in the adjacent parking structure (as hereinafter defined), the N Street Parking Pavilion, are included in the Base Rent. Tenant shall have the right to rent on a monthly basis in the adjacent Parking Structure, inclusive of the seventeen (17) parking spaces, up to five (5) non-exclusive parking spaces per one thousand (1,000) square feet of rentable area in the Premises. Such parking spaces are provided at a tenant-discounted monthly rate, currently Eighty-Five and No/100 Dollars (\$85.00) per space, to be paid monthly, as Additional Rent, commencing with the Term Commencement Date. Tenant shall arrange for parking in the Parking Structure directly with the parking structure manager, currently LAZ Parking. Tenant may contact LAZ Parking directly regarding the availability of discounted parking for visitors.

(m) Guarantor:

N/A

(n) Brokers:

Tenant represents, warrants, acknowledges and agrees that it has dealt with no commercial real estate broker in connection with this Lease.

(o) Landlord's Address:

906 "N" Street
Suite 200
Fresno, California 93721
Facsimile Number: (559) 485-1150

(p) Tenant's Address:

Andrew Janz
City Attorney's Office
City of Fresno
2440 Tulare Street
Suite 100
Fresno, California 93721
Email: Andrew.Janz@fresno.gov

and:

Andrew Janz
City Attorney's Office
City of Fresno
2600 Fresno Street, Room 2031
Fresno, CA 93711
Email: Andrew.Janz@fresno.gov

of Base Rent and the Parking Payment, the amount set forth in the most recent such notice given by Landlord to Tenant. Tenant's obligation to pay on a monthly basis its proportionate share of operating expenses shall commence upon the Term Commencement Date.

5.03 Building Operating Costs.

Building Operating Costs shall include all of the following items:

(a) All real estate property taxes, assessments, water and sewer charges and similar governmental or quasi-governmental charges levied on, paid in connection or with attributable to the Project, improvements serving or contemplated to serve the Project or any portion thereof, water, sewer, improvement and other districts of which the Project or any portion thereof is a part, or the operation of any thereof.

(b) Operating costs incurred by Landlord in maintaining, repairing and operating the Project or any portion thereof, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance premiums and similar charges paid or incurred by Landlord in connection with the Project, any portion thereof, any events or circumstances related thereto and any perils arising in connection with any thereof, in each case for which Landlord or its insurance consultants deem insurance coverage or other protection to be desirable or appropriate; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons (whether employees or independent contractors) who perform duties connected with the operation, maintenance, repair and replacement of the Project and each portion thereof, and equipment, improvements and facilities located within the Project or any portion thereof, including without limitation engineers, janitors, sweepers, plumbers, electricians, handy-men, engineers, painters, floor waxers, window washers, trash collectors, snow and ice removers, security personnel and gardeners; (6) management of the Project and each portion thereof, whether managed by Landlord or an independent contractor; (7) personal property, including rental expenses for and personal property taxes and assessments levied on or with respect to personal property, that is used in the maintenance, operation or repair of the Project or any portion thereof; (8) expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental agency, instrumentality or other authority; (9) amortization of capital expenses made by Landlord to reduce costs that, but for such capital expenses, would be operating costs; (10) repairs and maintenance to the roof, roof membrane and exterior of the Building; (11) pest control for the Project; (12) repaving or resurfacing and restriping of parking areas, walkways and other areas servicing the Building but not within the Parking Structure; (13) repainting or resurfacing the exterior of the Building or repainting, resurfacing or replacing the interior walls or floors of the Building Common Areas; (14) losses incurred in connection with (i) the Project, (ii) any portion thereof, (iii) any events or circumstances related thereto and (iv) any perils arising in connection with any thereof, to the extent such losses are not paid for by insurance policies or third parties for any reason, (15) lighting of the Common Areas, (16) providing heat, ventilation, water, gas, sewer service and air conditioning to the Project, (17) replacement of landscape and hardscape in the Project Common Areas but not within the Parking Structure, (18) repair, maintenance and replacement of mechanical and electrical equipment serving the Building Common Areas (19) third parties engaged for the purpose of seeking reductions of property taxes, any governmental imposition or surcharge imposed upon Landlord or assessed against any portion of the Project, (20) any other costs or expenses paid or incurred by Landlord in connection with the Project or any portion thereof and not directly reimbursed to Landlord by a single tenant of the Building, and (21) establishing and maintaining appropriate reserves for any and all of the foregoing items.

5.04 Exclusions from Building Operating Costs.

Building Operating Costs shall not include the following:

- a. Replacement of the roof of the Building;
- b. Except for the Project insurance and Project property taxes, which shall be calculated for the Project, as set forth in Paragraph 5.02 above, and which shall be prorated to all tenants of the Project, relating directly and solely to the Parking Structure;

- c. Repairs or maintenance required to maintain the structural integrity of the Building (other than routine maintenance and repair of the structural elements of the Building, including warranty costs);
- d. Except as specified above, expenses for any capital improvement made to the Project or other capital expenses;
- e. Expenses for painting, redecorating, or other similar work which Landlord performs for Tenant or any other tenant of the Building;
- f. Expenses for repairs or other work occasioned by fire, windstorm or other insured casualty, except that Landlord shall have the right to include in Operating Costs the amount of such expenses that represents Landlord's insurance deductible, not to exceed \$10,000;
- g. Any work performed by Landlord specific to the Premises or any other premises within the Building;
- h. Expense incurred in leasing or procuring new tenants, including without limitation, brokerage commissions and legal fees;
- i. Legal expenses incurred in enforcing the terms and conditions of any lease;
- j. Interest or amortization payments on any mortgage or obligation in the nature of a mortgage;
- k. Penalties or interest resulting from late payment of taxes by Landlord;
- l. Advertising expenses;
- m. Any cost incurred to remedy any defect in the original construction of the Building, Project or Premises;
- n. Amounts paid for services or goods supplied by a party affiliated with Landlord to the extent that the cost thereof exceeds prevailing market rates for such services or goods;

5.05 Tenant's Proportionate Share.

Tenant's Proportionate Share is set forth in Paragraph 1.01 of the Lease.

5.06 Calculation of Building Operating Costs and Portion thereof to be Paid by Tenant as Additional Rent.

Within a reasonable time after the end of each calendar year during the Term, estimated to be March 1st, and at the end of the Term, Landlord shall determine, and advise Tenant a written statement (the "Operating Costs Statement") setting forth, the Operating Costs incurred during such year (or shorter period during the Term, if applicable) and Tenant's Proportionate Share thereof.

In the event the amount of Tenant's Proportionate Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year (or shorter period during the Term, if applicable), Tenant shall pay to Landlord the difference within thirty (30) days following receipt of the Operating Costs Statement. In the event the sum of the monthly installments actually paid by Tenant for such calendar year (or shorter period during the Term, (if applicable) exceeds Tenant's Proportionate Share of Building Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's monthly payment due in the future, or if the Term has expired, the excess paid by Tenant shall be refunded by Landlord to Tenant not later than thirty (30) days following delivery of such Operating Costs Statement. Amounts due under this Article 5. shall survive the expiration or other termination of this Lease.

relieve Tenant of such obligation hereunder. Landlord shall not be required to keep the Security Deposit separate from its general accounts, and may commingle said funds with the general funds of Landlord.

ARTICLE 7 - USE OF PREMISES

Tenant shall use the Premises solely for the purposes set forth in Paragraph 1.01 of the Lease and consistent with the character of the Building as a first-class office building, and Tenant shall not use or permit the Premises to be used for any other purpose whatsoever. Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any purpose contrary to the provisions of the Rules and Regulations set forth in **Exhibit "D"**, attached hereto, or in violation of federal or state laws, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction, and that Tenant shall conduct its business or profession in the manner and according to the generally accepted written or unwritten code of ethics or business principles of the business or profession in which it is engaged. Tenant shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Building and any amendments thereto. Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, transport, release, disposal, manufacture or sale of "Hazardous Material," as that term is defined in Paragraph 27.18 of this Lease.

ARTICLE 8 - UTILITY, JANITORIAL AND OTHER SERVICES

8.01 Service to be Provided by Landlord.

As part of the Building Operating Expenses, Landlord agrees to provide all utilities service (gas and electricity) water, sewer, disposal, repair and maintenance of all building systems and equipment, yard work, and five day-per-week janitorial service including supplies to the Building as follows:

- (a) Heat and air conditioning as each season may require to provide a temperature condition necessary in Landlord's reasonable judgment (but subject to applicable governmental restrictions) for comfortable occupancy, Monday through Friday, 7:00 a.m. to 6:00 p.m., except for all Federal and Bank Holiday's;
 - (i) Landlord shall furnish HVAC beyond the above stated hours, as "Additional Service" provided that notice requesting such service is delivered to Landlord before noon on a business day when such service is required for that evening, and by noon of the preceding business day when such service is required on a Saturday, Sunday or holiday as above defined;
 - (ii) Landlord's costs (including labor costs) of supplying such Additional Service plus reasonable amounts for equipment depreciation and administrative overhead shall be paid separately by Tenant to Landlord. Landlord shall bill Tenant on or before the last day of the month following the month in which such charges are incurred, and shall submit with its invoice a tabulation of the hours and the dates on which the overtime HVAC was furnished. Tenant shall reimburse Landlord therefore within thirty (30) days after receipt of the invoice.
- (b) Sufficient electrical power for lighting and general purpose office use throughout the Premises. If Tenant's electricity usage exceeds 3.5 watts per usable square foot, excluding HVAC use, Tenant shall pay Landlord for all excessive electrical uses. Alternatively, Landlord may, at Landlord's option, install an "E-Mon" meter serving the Premises at Tenant's cost, as part of Tenant's improvement work, and said electrical service to the Premises shall be metered separately to Tenant, and shall be paid for by Tenant at the then rate charged to Landlord by the providing utility company;
- (c) Hot and cold water for drinking, lavatory and toilet purposes;

others for work performed or materials or supplies furnished to or for Tenant or persons claiming under Tenant. In addition, Tenant shall keep Tenant's leasehold interest and any of those improvements to the Premises which are or become property of Landlord pursuant to this Lease free of all attachment or judgment liens. Prior to commencing any work in or to the Premises (including the supply of any labor, services or materials for the construction of improvements in the Premises), Landlord may require Tenant to provide demolition and/or lien and completion bonds from bonding companies, and in form and amount, satisfactory to Landlord. If Tenant is in default in paying any charge for which a mechanics' lien claim has been filed and Tenant has not provided a bond pursuant to *California Civil Code* Section 3143 in form and substance, and issued by a bonding company, satisfactory to Landlord or given Landlord adequate security to protect the Premises, the Project and Landlord from liability for such claim of lien, Landlord may (but shall not be required to) pay the claim and any associated costs, and the amount so paid, together with reasonable attorney fees and costs incurred in connection with such payment shall be due and owing on demand from Tenant to Landlord. Tenant shall pay the amounts so owed to Landlord with interest at the Interest Rate specified in Paragraph 4.04 from the date of Landlord's payment. Landlord or its representative shall have the right to enter and inspect the Premises upon reasonable prior notice (or without notice, in the case of an actual or perceived emergency) and at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility, or such other notices which Landlord deems proper for the protection of Landlord's interest in the Premises and Project. Tenant shall, not less than ten (10) days prior to commencing any work which might result in the filing of a lien, give Landlord written notice of its intention to so commence work in sufficient time to enable Landlord to post such notices.

Landlord may, but is not required to, enter the Premises in accordance with Article 22 herein, by pass keys or otherwise at all reasonable times and from time to time to make such repairs, alterations, improvements or additions to the Premises or to the Building, or to any equipment located in the Building as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree, and for that purpose to erect in or about the Premises any necessary scaffolding or other temporary structures, and Landlord shall not be liable to Tenant for any damage or inconvenience thereby suffered by Tenant. Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

ARTICLE 10 – INSURANCE

10.01 Tenant Insurance.

Tenant shall, at all times during Tenant's tenancy and at Tenant's expense, carry and maintain coverages in the amounts set forth in this Article 10.

10.02 Comprehensive General Liability Insurance.

Comprehensive General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of Tenant's operations, assumed liabilities or use of the Premises, including a Broad Form Comprehensive General Liability endorsement/policy covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Paragraph 10.09 of this Lease, for limits of liability not less than: **One Million and No/100 Dollars (\$1,000,000.00)** each occurrence or annual aggregate for bodily injury and property damage liability; and **Two Million and No/100 Dollars (\$2,000,000.00)** each occurrence or annual aggregate for personal injury liability.

10.03 Physical Damage Insurance.

Physical Damage Insurance covering all office furniture, trade fixtures, office equipment, merchandise, improvements to the Premises originally paid for by Tenant and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any

(20) day period, Landlord shall, at its expense, repair such damage, but not Fixtures or Tenant's Personal Property, equipment or Tenant improvements originally paid for by Tenant, as soon as reasonably possible, and this Lease shall continue in full force and effect. If Tenant fails to irrevocably exercise such Option during such twenty (20) day period, then, for the purpose of Subparagraph (a), above only, the remaining Term of this Lease shall be determined as though Tenant has no Option to extend or renew the Term of this Lease. If Landlord elects to repair the Premises, Tenant's rights to the Option shall not be affected.

11.06 Abatement of Rent.

In the event of reconstruction of the Premises under this Article 11, the Base Rent otherwise payable under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired. Such abatement shall commence on the date of destruction and continue during any period of reconstruction and replacement provided for herein until substantial completion thereof, as determined by Landlord's architect, and Tenant's ability to conduct business is restored. Tenant shall continue to operate its business on the Premises during any such abatement period to the extent practical, as a matter of prudent business management, and the obligation of Tenant to pay Additional Rent hereunder shall remain in full force and effect. Regardless of whether or not Tenant shall be entitled to an abatement of Base Rent pursuant to this Paragraph 11.06, in no event shall Tenant be entitled to any compensation or damages from Landlord for (a) loss of the use of the whole or any part of the Premises, Office Building or Tenant's Personal Property, (b) any lost revenues, business opportunities or profits, (c) any costs paid or incurred by Tenant in connection with the damage or destruction, or (d) any inconvenience or annoyance, suffered by reason of damage or destruction to the Premises or other portions of the Office Building, or the reconstruction or replacement of all or any portion thereof.

11.07 Release From Liability.

Upon any termination of this Lease as permitted by any of the provisions of this Article 11, payment of the Base Rent and Additional Rent apportioned up to the date of damage, and surrender of possession of the Premises to Landlord, each party shall be released from further obligations to the other party under this Lease, except for any obligations which have previously accrued and except as otherwise provided in Paragraph 10.09 above. In the event of termination of this Lease, all proceeds from Tenant's fire and extended coverage insurance covering the items set forth as "Tenant's Work" in **Exhibit "C"** and Tenant's leasehold improvements, but excluding proceeds for trade fixtures, furnishings, furniture, merchandise, signs and other Personal Property, shall be paid to Landlord.

11.08 Waiver of Statutory Rights of Termination.

The provisions of this Lease constitute an express agreement between Landlord and Tenant with respect to any and all damage to or destruction of, all or any part of the Premises or the Office Building. Tenant hereby waives any statutory right of termination which may arise by reason of any partial or total destruction of the Premises or Office Building which Landlord is obligated to restore or may restore under any of the provisions of this Lease, and specifically waives all rights under *California Civil Code* Section 1933.

ARTICLE 12 - DEFAULT; REMEDIES

12.01 Tenant's Default.

The occurrence of any of the following shall constitute a default by Tenant ("Default"):

(a) Failure to Pay Rent.

Any failure to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, within three (3) days after written notice from Landlord to Tenant that such payment is due.

appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

- (1) The worth, at the time of the award of the unpaid rent that had been earned at the time of termination of this Lease;
- (2) The worth, at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
- (3) The worth, at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and
- (4) Any amount, including reasonable attorney fees and costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

(c) The term "rent" as used in this Paragraph 12.02 shall be deemed to be and mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in this Paragraph 12.02, "the worth, at the time of the award," shall be computed by allowing interest at the rate set forth in Paragraph 4.04 of this Lease, but in no case greater than the maximum amount of such interest permitted by law. As used in Paragraph 12.02(b)(3) above, "the worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

12.03 Appointment of a Receiver.

If Tenant is in Default of this Lease, Landlord shall have the right to have a receiver appointed to collect rent from Tenant's accounts receivable. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

12.04 Landlord's Right to Cure Tenant's Default.

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations or Default under this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to Tenant (except in the case of an emergency), make any such payment or perform any such act on Tenant's part without waiving its rights based upon any Default of Tenant and without releasing Tenant from any obligations hereunder.

12.05 Tenant's Reimbursement.

If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the rate set forth in Paragraph 4.04 of this Lease from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be Additional Rent.

12.06 Inducement Recapture.

Any agreement by Landlord for free or abated Rent or other charges, or for the giving or paying by Landlord to or for the benefit of Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, or any other concessions of Rent or other charges hereafter given in writing by Landlord to Tenant, all of which concessions are

reputation; (iii) the financial worth of the proposed transferee is less than the financial worth of Tenant as of the date of this Lease; (iv) the proposed transferee's proposed use of the Premises may be other than the use permitted hereby; (v) the proposed Transfer would breach any covenant of Landlord respecting any financing or other agreement relating to the Project.

15.02 Procedure to Request Landlord's Consent.

In the event of a contemplated assignment, sublease or other transfer Tenant shall address a letter to Landlord outlining all details of the proposed transfer, including but not limited to ("Transferee Information"):

15.02.1 Full description of the proposed transferee, including but not limited to: full legal name, legal business location, contact information, type of entity, where incorporated if a corporation, names of corporate officers or principals, type of business including history.

15.02.2 Full financials of proposed transferee, including the most recent two-years' profit and loss statement, a current certified financial statement (balance sheet), a current credit report, and the most recent two-years' tax returns.

15.02.3 The written legal document executed by Tenant and Transferee which includes all terms, financial and otherwise, of the transfer, and including certain specific language for benefit of Landlord, which document shall be submitted for Landlord's review and approval

15.02.04 In accordance with criteria set forth herein Landlord will make a decision as to the approval of the proposed transferee by written notice to Tenant within fifteen (15) business days following Landlord's receipt of all required Transferee Information. No transfer shall be considered valid until Landlord has reviewed all the information required by this of Article 15 of the Lease and rendered its written approval.

15.03 No Release of Tenant.

No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant under this Lease. In the event that there has been, at any time or from time to time, an assignment of this Lease or a subleasing of the Premises as permitted by the terms of this Lease, and a new person or entity has assumed the primary obligations of the Tenant under this Lease, the original Tenant named herein (and its assignee or subtenant in the event of a further assignment or subleasing) waives any and all rights to require Landlord to proceed first against the new primary obligor or any other party responsible for the obligations of the Tenant hereunder, or to otherwise require Landlord to exhaust its remedies, prior to proceeding against such original Tenant (and/or its assignee or subtenant in the event of a further assignment or subleasing); and the original Tenant named herein (and its assignee or subtenant in the event of a further assignment or subleasing) further waives all other rights and defenses under the law of suretyship or which are in the nature of suretyship defenses.

15.04 Required Documents.

Each Transfer to which Landlord shall have consented shall be evidenced by a written instrument in form satisfactory to Landlord, and executed by Tenant and the sublessee, assignee or transferee, as applicable (each, a "Transferee"). Each Transferee (i) under an assignment shall agree in writing for the benefit of Landlord to assume, be bound by, and perform the terms, covenants and conditions of this Lease to be performed, kept or satisfied by Tenant, including the obligation to pay to Landlord all amounts coming due under this Lease; and (ii) under a sublease shall acknowledge in writing in the sublease that it is subject to the terms of this Lease. One (1) fully executed copy of such written instrument shall be delivered to Landlord. If Tenant fails to obtain in writing Landlord's prior consent as required by this Article 15 or otherwise comply with the provisions of this Article 15, any attempted Transfer shall, at Landlord's option, be null and void and of no further force or effect whatsoever.

be payable at a monthly rate equal to one-hundred fifty percent (150%) of the Base Rent applicable during the last rental period of the Term under this Lease. Such monthly tenancy shall be subject to every other term, agreement, covenant, and condition herein contained, including the requirement to pay all additional rent and the charges during the month-to-month period after the end of the agreed Term. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 17 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorney fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom, all of such obligations of Tenant to survive Tenant's surrender of possession of the Premises.

ARTICLE 18 - ESTOPPEL CERTIFICATE

Tenant shall at any time and from time-to-time on or before the tenth day following written notice from Landlord, execute, acknowledge, and deliver to Landlord an estoppel certificate (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease is so modified, is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; and (b) acknowledging that there are not, to said party's knowledge, any uncured defaults on the part of Landlord or Tenant hereunder, or specifying such defaults if any are claimed, and such other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. The estoppel certificate shall be in such form as may be required by any prospective mortgagee or purchaser of the Building). Any such statement may be relied upon by a prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. Failure of the Tenant to timely execute and deliver such estoppel certificate or other instruments shall constitute a Default and acceptance of the Premises and an acknowledgement by Tenant that statements included in the estoppel certificate are true and correct, without exception.

ARTICLE 19 - CONDEMNATION

If the whole or any part of the Premises or Building shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. If more than twenty percent (20%) of the Premises is taken, or if access to the Premises is substantially impaired, Tenant shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking. Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Term pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of such termination, or the date of such taking, whichever shall first occur. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

ARTICLE 20 - RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the Rules and Regulations as set forth in **Exhibit "D"** attached hereto as revised and amended a from time-to-time by Landlord. Landlord

reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be in effect upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules by any other tenants or occupants.

ARTICLE 21 – SIGNS

Upon occupancy of the Premises by Tenant, Landlord shall install signage on or about the entrance door to Tenant’s suite and on the directory/directories located at the building entrance(s). Thereafter, modifications shall be made by Landlord, at Tenant’s request and expense. All signage requests shall be made to Landlord in writing. Tenant shall not place any signs, advertisements or awnings upon the Premises in areas visible to the general public or the Building without the prior written approval of Landlord with respect to number, design, size, and location of any such sign, which Landlord may grant or withhold in Landlord’s sole discretion.

ARTICLE 22 - ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times to enter the Premises, with 24 hours notice, except in case of emergency, to (i) inspect them; (ii) show the Building, the Premises, the Project and each portion thereof to prospective tenants, mortgagees, purchasers, ground lessors or other third parties and their respective engineers, architects, appraisers, space planners and other consultants; (iii) post notices of nonresponsibility; or other applicable laws, or for structural alterations, repairs or improvements to the Building. Notwithstanding anything to the contrary contained in this Article 22, Landlord may enter the Premises at any time to (A) perform services required of Landlord; (B) take possession after a Default of this Lease in the manner provided herein; (C) perform any covenants to be performed by Tenant after a Default by Tenant; and (D) in an emergency. Landlord may make any such entries without the abatement of Rent and may take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant’s business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant’s vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainee of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises.

ARTICLE 23 - ATTORNEY FEES

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

ARTICLE 24 - ARBITRATION OF DISPUTES

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES UNDER THIS LEASE, OR IN THE EVENT ANY DISPUTE IS ANTICIPATED AS TO WHICH EITHER PARTY DESIRES TO OBTAIN DECLARATORY RELIEF, THE DISPUTE OR ANTICIPATED DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION, UPON THE APPLICATION OF EITHER PARTY, IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE, SECTIONS 1282-1284.2.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS

THE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. EACH OF THE UNDERSIGNED HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.



Landlord's initials

Tenant's initials

ARTICLE 25 - TENANT PARKING

Tenant shall be assigned, commencing on the Rent Commencement Date, on a nonexclusive basis, together with other tenants and their respective employees, the number of undesignated, unreserved spaces specified in Paragraph 1.01 of the Lease, available in the Parking Structure. Commencing on the Rent Commencement Date, or such other date as may be set forth in Paragraph 1.01 and/or Exhibit "G", and monthly thereafter throughout the Term of the Lease as it may be extended, the Parking Payment, set forth in Paragraph 1.01 of this Lease, and as it may be increased from time to time, will be due and payable under terms and provisions set forth in the Lease. Tenant and Tenant's employees shall abide by all rules and regulations which are prescribed from time to time for the orderly operation and use of the Parking Structure. Such rules and regulations shall provide that Tenant shall pay Landlord's then reasonable current charge for any replacement of any Tenant access card which is lost, stolen, damaged or destroyed. Landlord specifically reserves the right to reasonably modify, change the size, configuration, design, layout and all other aspects of the Parking Structure at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Parking Structure or portions thereof, or other parking areas for purposes of permitting or facilitating any such construction, alteration or improvements. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord. The parking privileges provided to Tenant pursuant to this Article 25 are solely for use by Tenant's own personnel and such privileges may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior written approval. Tenant's invitees and guests may use parking spaces in the Parking Structure that are otherwise allocated or reserved on a first-come, first-serve basis, upon payment of Landlord's then prevailing parking rate. A validation or other system determined, in Landlord's reasonable judgment, shall be made available to Tenant to enable Tenant to pay for customer parking. The parking privileges made available to Tenant are not for long term (i.e., more than 48 hours) storage of automobiles, or for short or long term storage of boats, trailers, recreational vehicles, motorcycles or other vehicles or equipment. Such vehicles will be removed from the Parking Structure at Tenant's expense.

ARTICLE 26 - GUARANTOR

If a Guarantor is referenced in Article 1.01(n) of the Fundamental Lease Provisions, it shall be a condition precedent to the effectiveness of this Lease that the Guarantor execute and deliver to Landlord a guaranty of lease in the form attached to this Lease as Exhibit E and incorporated into this Lease by this reference, guaranteeing the full and faithful performance of all obligations of Tenant under this Lease.

ARTICLE 27 - GENERAL PROVISIONS

27.01 Captions.

The captions of the Articles and Paragraphs of this Lease are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Paragraphs.

Initials:  // _____
LANDLORD TENANT

“Force Majeure Event”) shall excuse such party’s performance for a period of time that is equal to the period of such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for a party’s performance of a covenant or obligation, that time period for that party’s performance shall be extended by the period of any delay in its performance arising from the Force Majeure Event; provided, however, that the term “Force Majeure Event” shall not in any event include, and this Section 27.15 shall not apply to, or delay or excuse, a party’s covenants and obligations to make payments as, when and in the amounts set forth in this Lease.

27.16 Building Name and Signage.

Landlord shall have the right at any time to change the name of the Building or Civic Center Square and to install, affix and maintain any and all signs on the exterior and on the interior of the Building as Landlord may, in Landlord’s sole discretion, desire. Tenant shall not use the name of the Building or Civic Center Square, or use pictures or illustrations of the Building or Civic Center Square in advertising or other publicity, without the prior written consent of Landlord.

27.17 Landlord Exculpation.

It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord hereunder (including any successor landlord hereunder) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Building, and neither Landlord, nor officers, directors, shareholders or members shall have any personal liability thereof, and Tenant, on behalf of itself and all persons claiming by, through or under Tenant, hereby expressly waives and releases Landlord and such officers, directors, shareholders or members from personal liability.

27.18 Hazardous Material.

As used herein, the term “Hazardous Material” means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government, but shall exclude any deminimis items commonly used in the operation of a business office in a Class A Office Building so long as used in compliance with all applicable laws.

27.19 No Discrimination.

Tenant covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons, on account of race, solar, creed, sex, religion, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, or enjoyment of the Premises.

27.20 Governing Laws.

This Lease shall be governed by and construed in accordance with the laws of the State of California.

27.21 Submission of Lease.

Submission by Landlord of this Lease for review or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this agreement the date set forth above.

TENANT:
CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne White,
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Tracy N. Paryanian
Tracy N. Paryanian Date
Supervising Deputy City Attorney 7-13-23

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date
Deputy

LANDLORD:
TUTELIAN HOLDINGS I, LLC,
A California limited liability company

Civic Center Square, Inc., a California Corporation
Managing Member

By: Michelle Tutelian
Michelle Tutelian

Title: President and CFO
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

If Tenant is a Corporation, this Lease shall be signed by the Chairman of the Board, the President or any Vice President, and the Secretary, Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation; or Tenant shall provide Landlord, concurrently with a duly adopted Resolution of the Corporation's Board of Directors, in accordance with its Articles of Incorporation and By-Laws.

Initials: MT // _____
LANDLORD TENANT

EXHIBIT "A"
2440 TULARE BUILDING – Office Lease
Legal Description of Land

Parcel 1: (Building Parcel)

Lots 27 That portion of Lots 1 through 8, inclusive, 28 through 32, inclusive, in Block 126 of the Town (now City) of Fresno, in the City of Fresno, County of Fresno, County.

Excepting therefrom the Northeasterly 50 feet of Lots 31 and 32 and the Northeasterly 50 feet of the Northwesterly 12 1/2 feet of Lot 30 of said Block 126.

92-168784, together with the portion of the alley located within said Block 126 (abandoned) which would pass by a conveyance of said land under Section 831 and 1112 of the Civil Code, described as follows:

Beginning at a point on the Northwest line of said Lot 32, a distance of 146.40 feet from the most Westerly corner of said Lot 32; thence North 48°03'23" East, along the Northwest line of said Block 126, a distance of 173.70 feet to the most Northerly corner of said Lot 1; thence South 42° 01'00" East, along the Northeast line of said Block 126, a distance of 180.04 feet; thence South 48°06'32" West, a distance of 99.60 feet; thence North 41°53'28" West, a distance of 53.85 feet; thence South 89°21'51" West, a distance of 27.52 feet; thence South 48°06'32" West, a distance of 53.81 feet; thence North 41°53'28" West, a distance of 107.88 feet to the Point of Beginning.

Parcel 2: (Parking Structure)

That portion of Lots 24 through 32, inclusive, in Block 126 of the Town (now City) of Fresno, recorded in Book 1, page 2 of Plats, Fresno County Records and Parcel B and Outlot A of Parcel Map No. 83-46, recorded in Book 42, pages 30 through 33, inclusive, of Parcel Maps, Fresno County Records, described as follows:

Beginning at the most Westerly corner of said Lot 32, thence North 48°03'23" East, along the Northwest line of said Lot 32, a distance of 123.62 feet; thence South 42°01'14" East, a distance of 102.16 feet; thence North 47°58'46" East, a distance of 12.00 feet; thence South 42°01'14" East, a distance of 4.80 feet; thence South 51°33'26" East, a distance of 29.91 feet; thence South 38°26'34" West, a distance of 17.19 feet; thence South 42°01'14" East, a distance of 82.81 feet to the intersection with the Northwest line of said Parcel B; thence South 42°01'14" East, a distance of 52.00 feet; thence South 48°01'33" West, parallel with and 52.00 feet from the Northwest line of said Parcel B, a distance of 143.62 feet to the intersection with the Southwest line of said Parcel B; thence North 42°01'14" West, along the Southwest line of said Parcel B, a distance of 52.00 feet to the most Westerly corner of said Parcel B; thence North 48°01'33" East, along the Northwest line of said Parcel B, a distance of 20.00 feet to the intersection with the Southwest line of Lot 24; thence North 42°01'14" West, along the Southwest line of Lots 24 through 32 inclusively, a distance of 222.18 feet to the Point of Beginning.

Parcel 3: (Common Area)

That portion of Lots 1 through 9, inclusive, 24 through 32, inclusive, in Block 126 of the Town (now City) of Fresno, recorded in Book 1, page 2 of Plats, Fresno County Records, together with that portion of the alley located within said Block 126 (abandoned) which would pass by a conveyance of said land under Section 831 and 1112 of the Civil Code, and Parcel B and Outlot A of Parcel Map No. 83-46, recorded in Book 42, pages 30 through 33, inclusive, of Parcel Maps, Fresno County Records, described as follows:

Beginning at a point on the Northwest line of said Lot 32, a distance of 123.62 feet from the most Westerly corner of said Lot 32; thence North 48°03'23" East, along the Northwest line of said Lot 32, a distance of 22.78 feet; thence South 41°53'28" East, a distance of 107.88 feet; thence North 48°06'32" East, a distance of 53.81 feet, thence North 89°21'51" East, a distance of 27.52 feet; thence South 41°53'28" East, a distance of 53.85 feet; thence North 48°06'32" East, thence a distance of 99.60 feet to the intersection with the Northeast line of said Block 126;

thence South 42°01'00" East, along the Northeast line of said Block 126, a distance of 41.97 feet to the most Northerly corner of Parcel A of said Parcel Map No. 83-46; thence South 48°01'33" West, along the Northwest line of Parcels A and B of said Parcel Map No. 83-46, a distance of 196.46 feet; thence North 42°01'14" West, a distance of 82.82 feet; thence North 38°26'34" East, a distance of 17.19 feet; thence North 51°33'26" West, a distance of 29.91 feet; thence North 42°01'14" West, a distance of 4.80 feet; thence South 47°58'46" West, a distance of 12.00 feet; thence North 42°01'14" West, a distance of 102.16 feet to the Point of Beginning.

Situated in Fresno County, California.

EXHIBIT "B"

2440 TULARE BUILDING – Office Lease

LANDLORD’S NOTICE OF CERTAIN TERM DATES

This Exhibit "B" when delivered by Landlord to Tenant is attached to and made part of the Lease dated the ____ day of _____, 2023 by and between **Tutelian Holdings I, LLC**, a California limited liability company ("Landlord"), and **City of Fresno, California**, a municipal corporation, through its **City Attorney’s Office** ("Tenant").

1. The Premises have been accepted by the Tenant as of _____, 2023, which shall be initial date of the Term.
2. Pursuant to the provisions of Paragraph 1.01 of the Lease, the Rent Commencement Date is _____, 2023. Pursuant to the provisions of Paragraph 1.01 of the Lease, the expiration date of the Term of this Lease is _____, 20____, unless Tenant properly and timely exercises its renewal Options pursuant to Paragraph 1.01 of the Lease.
3. Under the terms of Paragraph 1.01 of the Lease, Tenant shall commence paying its proportionate share of Operating Costs as Additional Rent on the _____ day of _____, 2023.
4. If the Commencement Date of the Lease is other than the first day of the month, the first Rent billing will contain a pro-rata adjustment. Each billing thereafter shall be for the full amount of monthly installments of Rent provided for in the Lease.
5. Tenant has paid concurrently with lease execution the first full month’s rent in advance, which shall be for the month of _____. Rent is due now for the partial month of _____ in the amount of _____. The first regular payment of Minimum Annual Rent shall be for the month of _____, and is due on the first of that month.
6. Rent is due and payable in advance on the first day of each month during the Term. Tenant’s Rent checks are to be made payable to Landlord and delivered to Landlord at 906 N Street, Suite 200, Fresno, CA, or at such other place designated in writing by Landlord.

LANDLORD: TUTELIAN HOLDINGS I, LLC,
a California limited liability company

By: Civic Center Square, Inc., a California corporation
Managing Member

By: _____ Date: _____

EXHIBIT "C"

2440 TULARE BUILDING at Civic Center Square

Allocation of Improvement Work to Premises

This Exhibit "C" is attached to and made a part of the Office Lease dated as of the _____ day of _____ 2023, by and between **Tutelian Holdings I, LLC**, a California limited liability company, ("Landlord"), and **City of Fresno, California**, a municipal corporation, through its **City Attorney's Office** ("Tenant").

THIS WORK LETTER ("Work Letter") supplements the Lease executed concurrently herewith. All capitalized terms not defined herein shall have the same meanings as set forth in the Lease.

1. Tenant Improvements. Landlord and Tenant acknowledge and agree that Landlord shall deliver and Tenant shall accept the Premises "As-Is", except that Landlord shall, at Landlord's cost, have the carpets professionally steam cleaned; the Premises repainted throughout with the existing paint colors; and miscellaneous repairs, as may be necessary ("Tenant Improvements"). All other Tenant Improvements as approved by Landlord shall be performed by Landlord at Tenant's expense, including but not limited to any electrical or conduit cabling to accommodate Tenant's systems furniture.

2. Changes.

- a. Tenant shall not make or request any improvements to the Premises without Landlord's prior written approval, which approval shall not be unreasonably withheld; provided, however, that Landlord may disapprove, in its sole and absolute discretion, any improvements that: (i) do not comply with the Building Codes; (ii) would delay the completion of the Tenant Improvements to be completed by Landlord, (iii) require power consumption and/or Building services beyond the level normally provided to other tenants in the Building; (iv) overload the floors; or (v) in Landlord's reasonable opinion, are of a nature or quality that is inconsistent with Landlord's objectives concerning the appearance or quality of the Building.
- b. If Tenant requests any improvements to the Premises, and Landlord approves such improvements, and such changes and/or substitutions result in increased costs of constructing the Tenant Improvements, then Tenant shall pay all such excess costs to Landlord within thirty (30) days after receipt of Landlord's invoice therefor, including Landlord's overhead, administration and supervisory fee equal to fifteen (15%) of the amount of the approved change order. Any and all sums or changes owing by Tenant to Landlord pursuant to this Paragraph 3 shall be considered Additional Rent.

3. Tenant's Work. Any other item or work, including, for example, telephone and data service or furnishings, for which Tenant contracts separately (hereinafter "Tenant's Work"), shall be subject to Landlord's policies and schedules and shall be conducted in such a way as not to hinder, cause any disharmony with, or delay work of improvement in the Building. Tenant's suppliers, contractors, workmen, and mechanics shall be subject to reasonable approval by Landlord prior to the commencement of their work and shall be subject to Landlord's administrative control while performing their work. Tenant shall have provided adequate proof of the insurance required to be maintained by Tenant pursuant to the terms of the Lease, prior to commencing any Tenant Work.

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EXHIBIT "D"

2440 BUILDING at Civic Center Square

PROPERTY RULES AND REGULATIONS WHICH CONSTITUTE A PART OF THE LEASE

These Rules and Regulations shall be attached to and form a part of the Lease at the Building. Tenant upon execution of the Lease for space at the Building shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its occupancy of space in the Building. In the event of any conflict between these Rules and Regulations, or any amendments or additions thereto, and the provisions of the Lease, such Lease provisions shall control.

1. Tenant and Tenant's employees, agents, clients or invitees shall not loiter in the common areas of the Property nor shall they in any way obstruct the sidewalks, entry passages, driveways, entrances and exits to the Property, and they shall use same only as passageways to and from their respective work areas.

2. Tenant, and Tenant's employees, agents, clients or invitees shall not do anything on any premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with applicable law, rules or regulation established by any governmental body or official having jurisdiction, the regulations of the fire department or the provision or requirements of any insurance policy on such premises or any part thereof.

3. Tenant and Tenant's employees, agents, clients or invitees shall not interfere in any way with other tenants or those having business with them, nor bring nor keep in or about the Building any animal or bird (with exception of those permitted by the ADA or FEHA) nor any bicycle, automobile or any other vehicle, except such vehicles as they are permitted to park in the designated area of the Parking Structure. Parking in all areas about the Building is provided for the maximum convenience of the patrons of the Building. All tenant cars and tenant employee cars shall be registered with the Building Manager. Employee parking shall be in all circumstances as directed by Landlord or Building manager as Landlord's representative. Building Manager may issue parking stickers to Tenant and Tenant employees.

4. Tenant shall not make nor permit any other agents, employees, customers, or visitors to make any loud or improper noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business within the Building. No Tenant shall conduct, directly or indirectly, any auction in the Building, nor permit any other person to conduct an auction therein. No musical instruments shall be played in the Building. Tenant shall not throw nor permit any of its employees, agents, clients, or invitees to throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles placed there for such purpose.

5. No part of the offices shall be used for lodging or sleeping purposes. Cooking of meals, other than by microwave oven in the kitchen area provided for that purpose, is prohibited in the Premises.

6. The water-closets, urinals, sinks, and set basins shall not be used for any purposes other than those for which they were constructed. Waste and excessive or unusual use of water or heat will not be allowed. Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity shall likewise be carefully shut off so as to prevent waste or damage, and for any default or carelessness the Tenant shall make good all injuries sustained by other tenants or occupants of the Building or by the Landlord.

7. The Premises shall not be used by the Tenant, Tenant's employees, agents, clients or invitees for the sale of intoxicating liquors, nor for any illegal or immoral purpose, and all governmental laws and ordinances shall be complied with by the Tenant.

8. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and its occupants.

9. The entry door of the Building shall be unlocked as follows:

- a. On all business days, Monday through Friday, between the hours of 7:00 AM and 6:00 PM.
- b. During other hours, the Tenant may gain access to the Building by the use of a key that will be furnished.

10. Heat and air conditioning will be provided to the Building from 7:00 AM until 6:00 PM (Monday through Friday) or whenever such heating and cooling shall, in the Landlord's judgment, be required for the comfortable occupation of the Building. Heating and air conditioning, for times in excess of those specified herein, may be arranged by the mutual written agreement of the parties, and Tenant may be required to pay the increased cost therefore.

11. The Landlord shall provide a directory which shall contain the names of each of the tenants in the Building. The Tenant shall not use the name of the Building, or any change in the name of the Building in connection with or in promotion or advertising the business of the Tenant except as the Tenant's address.

12. Machinery, equipment and furnishings which have any of the following characteristics are restricted and may not be placed in the Premises without the express prior written permission of Landlord:

- a) Anything of unusually heavy weight including safes, large files, etc.
- b) Anything which in the sole judgement of Landlord may tend to do damage to the floors and/or or structure of the Premises and/or the common area.
- c) Any machinery which, in Landlord's sole judgement may cause any unreasonable noise or jar, or tremor, or excessive vibration to the floors or walls or which by its weight might injure the walls or floors of such Premises or any other portion of the Building, or that may disturb any other tenant of the Building.
- d) Any machinery of any kind, other than customary office equipment.
- e) Any apparatus other than low-power drain, normal office equipment connected with the electrical wiring of the Building.
- f) Any apparatus connected with the plumbing system of the Building.

13. Before moving furnishings or equipment in or out of the Premises Tenant must get prior approval from, and schedule with, Landlord's Property Manager and comply with all moving instructions, including but not limited to, floor protection and insurance requirements.

14. Tenant, Tenant's employees, agents, clients and invitees shall comply with California Government Code, Sections 7596-7598, which states "no public employee or member of the public shall smoke any tobacco product inside a public building or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building".

15. All freight must be moved into, within, and out of the Premises only through the back doors and according to such regulations as may be posted from time to time by the Landlord.

16. No painting shall be done in the Building, nor shall any alteration be made in any part of the building by putting up or changing partitions, doors, or windows, nor shall there be any nailing, boring or screwing into the woodwork, metal partitions or plastering without the consent of the Landlord or his agents, except for the hanging of customary office decorations including certificates, pictures, and similar items on sheet rock walls.

17. Tenant shall not place or store in the Common Area any table, chairs, benches, or other personal property, except with written consent of Landlord.

18. No aerial of any kind shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time and at Tenant's expense.

19. Tenant shall give immediate notice to the Building Manager in case of accidents on the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

20. Neither Tenant, nor Tenant's employees, agents or invitees shall go upon the roof of the Building.

21. Tenant shall observe all security regulations issued by the Landlord and comply with instructions and/or directions of the duly authorized security personnel for the protection of the Building and all tenants therein.

22. Tenant shall comply will all safety, fire protection, and evacuation regulations established by Landlord or any applicable governmental agency.

23. No additional lock or locks shall be placed by the Tenant on any door in the Building, nor shall locks be changed, unless written consent of the Landlord shall have been first obtained.

24. All window coverings must have the approval of Landlord prior to installation. No posters, signs nor any other object which can be seen from the exterior of the Building shall be placed in any window of the Building.

25. The Landlord shall be in no way responsible to the Tenant for any loss of property from the leased premises, however occurring, nor from any damage, including but not limited to damage done to the effects of Tenant by the janitor, or any of his employees, or by any other person or any other cause, except the Landlord's gross negligence.

26. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such tenant or any other tenant.

27. Landlord reserves the right to rescind any of these Rules and Regulations of the Building, and to make such other and further rules and regulations that in its judgment shall from time to time be needed for the safety, protection, care and cleanliness of the Building, the Premises and the operation thereof, the preservation of good order therein and the protection and comfort of the other tenants in the Building and their agents, employees, clients and invitees, which rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon Tenant in like manner as if originally herein prescribed. However, no rule or regulation adopted by Landlord shall unreasonably interfere with the operation of Tenant's business.

EXHIBIT "E-1"

2440 BUILDING at Civic Center Square

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

SAMPLE — SUBJECT TO MODIFICATION UPON REVIEW OF LEASE

WHEN RECORDED RETURN TO:
MECHANICS BANK
725 ALFRED NOBEL DRIVE
HERCULES, CA 94547-5610

PARTIES: LANDLORD: TUTELIAN HOLDINGS I, LLC, a limited liability company
906 'N' Street, Suite 200
Fresno, CA 93721

TENANT: [Company Name]
[Address]
[Address]

BANK: MECHANICS BANK, a California banking corporation
725 Alfred Nobel Drive
Hercules, CA 94547-5610

This Subordination, Acknowledgment of Lease Assignment, Non-Disturbance and At-
tornment Agreement ("Agreement") is made and entered into this [Date] day of [Month] , [Year]
by and among Landlord, Tenant and Bank.

WITNESSETH

WHEREAS, Landlord is the owner of an Office Building, situated in the City of Fresno
County of Fresno, State of California commonly known as 2440 Tulare Street, and more particu-
larly described on Exhibit "A" attached hereto and by this reference incorporated herein as
though set forth in full (the "Property"), which Exhibit describes the real property, improvements
and appurtenant rights owned by Landlord: and

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated [Date] , as
modified by an Addendum to Lease dated [Date] (the "Lease"), whereby Tenant was granted a
leasehold interest in and to the Property known as 2440 Tulare Street consisting of [# Sq. Ft]
rentable square feet (the "Premises"); and

WHEREAS, Landlord has received a loan commitment from Bank, whereby Bank has
made, or agreed to make a loan to Landlord which has been, or will be, secured by a deed of trust
on the Property, and all improvements thereon, and

WHEREAS, Landlord has executed, or proposes to execute, a deed of trust and assignment
of rents securing, among other things, a promissory note covering the Property and all
improvements thereon, in favor of Bank, which note is payable with interest upon the terms and
conditions described therein ("Loan"). Said deed of trust is to be recorded concurrently herewith,
in the records of the County Recorder of Fresno County, California. In making the Loan, Bank is
relying in part upon the statements, acknowledgments, representations and agreements set forth in
this Agreement. The deed of trust and assignment of rents and promissory notes, described in this
paragraph shall hereinafter be referred to collectively as the "Deed of Trust" and "Note,"
respectively; and

WHEREAS, as a condition of making the Loan secured by the Deed of Trust, Bank re-
quires that all leasehold interest held by Tenant with respect to said Property, be subordinate to
the lien of the Deed of Trust securing the Note from Landlord to Bank; and

Initials: W //
LANDLORD TENANT

bound to such transferee and such transferee's successors and assigns (collectively, "Transferee") under all of the terms, covenants and conditions of the Lease for the period of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any options thereof in the Lease, with the same force and effect as if Transferee were the Landlord under the Lease, and Tenant does hereby attorn to Transferee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto, immediately upon Transferee succeeding to the interests of the Landlord under the Lease. The respective rights and obligations of Tenant and Transferee upon such attornment to the extent of the then remaining balance of the term of the Lease, and any such extensions and renewals, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference, with the same force and effect as set forth herein. In the event that Transferee shall, in accordance with the foregoing, succeed to the interest of Landlord under the Lease, Transferee agrees to be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after such event, have the same remedies against Transferee for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Transferee had not succeeded to the interest of Landlord; provided, however, that Transferee shall not be:

- (a) Liable for any act or omission of any prior landlord (including Landlord); or
- (b) Liable for any failure of any prior landlord (including Landlord) to construct any improvements (including any tenant improvements at the Premises);
- (c) Subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or
- (d) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- (e) Bound by any material amendment or modification of the Lease made without Bank's consent; or
- (f) Personally liable under the Lease, Transferee's liability thereunder being limited to its interest in the Property and the income and proceeds therefrom.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages.

5. Assignment: Tenant has notice that the Lease and the rent and all other sums due thereunder have been or will be assigned to Bank as security for the Note and Tenant consents to that assignment in favor of Bank.

6. Modification, Termination and Cancellation: Tenant shall not consent to any modification, termination or cancellation of the Lease without Bank's prior written consent.

7. Advance Rents: Tenant shall make no payments or prepayments of rent more than one (1) month in advance of the time when the same became due under the terms of the Lease.

8. Notices: All communications and notices required or permitted hereunder, or pursuant to the Note, Deed of Trust or Lease, shall be dispatched by United States registered or certified mail, with return receipt requested, postage prepaid, addressed to the other parties as designated on page one hereof, or to such other addresses as any party may from time to time designate in writing to the other parties hereto.

9. Inconsistencies: This Agreement supersedes any inconsistent provisions under the terms of the Lease.

10. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed and construed in accordance with the laws of the State of California; provided, however, that in the event of the assignment or transfer of Bank's interest, all obligations and liabilities shall be the responsibility of Bank's successor in interest; and provided further that Tenant's interest under this Agreement may not be assigned or transferred without Bank's prior written consent, which consent shall not be unreasonably withheld.

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

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Initials: WJ // _____
LANDLORD TENANT

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

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

ESTOPPEL CERTIFICATE

5. All conditions under the Lease to be satisfied by Lessor as of the date hereof (including, without limitation, all work, if any, to be performed by Lessor in the Premises or the Property) have been satisfied, and all contributions, if any, required to be paid by Lessor under the Lease to date for improvements to the Premises have been paid, except as hereafter stated [if no exceptions are stated, there are NONE]:

6. All conditions under the Lease to be satisfied by Lessor as of the date hereof (including, without limitation, all work, if any, to be performed by Lessor in the Premises or the Property) have been satisfied, and all contributions, if any, required to be paid by Lessor under the Lease to date for improvements to the Premises have been paid, except as hereafter stated [if no exceptions are stated, there are NONE]:

7. The termination date of the current term of the Lease; _____
8. The Lease does not provide for any payments (including, without limitation, rent credits) by Lessor to Lessee that are presently due and payable, or that are due and payable in the future, except as hereafter stated [if no such payments or credits are stated, there are NONE]:

9. On this date, to the best of Lessee's knowledge, there are no existing defenses or off-sets that Lessee has against the enforcement of the Lease by Lessor, except as hereafter stated [if no exceptions are stated, there are NONE]:

10. Rent currently due under the Lease is as follows _____. Except as hereafter stated, no rent has been paid more than one (1) month of the due date and no security has been deposited with Lessor [if no advance rents or security deposits are stated, there are NONE]:

11. Except as hereafter stated, Lessee has no options to extend the Lease, to lease additional space at the Property, or to purchase the Property, and Lessee has no right of refusal with respect to leasing additional space at the Property or with respect to purchasing the Property [if no such options or rights of refusal are stated, there are NONE]:

12. Except as hereafter stated, no parties have guaranteed the payment or performance of any of Lessee's obligations under the Lease [if no guarantors are listed, there are NONE]:

ESTOPPEL CERTIFICATE

13. There are no actions, whether voluntary or otherwise, pending or threatened against Lessee, or any guarantor of Lessee's obligations under the Lease, pursuant to the bankruptcy or insolvency laws of the United States or any similar state laws.
14. To the undersigned's knowledge, the undersigned has not received notice and is not aware of any prior transfer, assignment, hypothecation or pledge by Landlord or of any of Landlord's interest in the Lease or the Property, except to Lender in connection with the Loan.
15. The undersigned is duly authorized to execute this Estoppel on behalf of Lessee. This Estoppel shall inure to the benefit of Borrower and Lender and their respective successors and assigns (including, without limitation, any Borrower at or after foreclosure) and shall be binding upon Lessee and Lessee's successors and permitted assigns.

DATED as of _____ day of _____, _____

LESSEE:

By: _____

Print Name: _____

Title: _____

EXHIBIT "F"

2440 BUILDING at Civic Center Square

Guaranty of Lease

N/A

F

Initials:  // _____
LANDLORD TENANT

