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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 11th day of April, 2023, by and between 5561 Sultana, LLC, a California limited liability company, 18321 Ventura Blvd., Suite 980, Tarzana, CA 91356 ("LESSOR"), and the COUNTY OF FRESNO, a political subdivision of the State of California, ("LESSEE"). LESSOR and LESSEE shall also be referred to herein singularly as a "Party" and collectively as "Parties."

1. LEASED PREMISES - LESSOR hereby leases to LESSEE approximately 9,529 square feet of office space at the location currently known as Gallery Plaza Shopping Center ("Shopping Center"), 5091 N. Fresno St., Suites 115, 116, 117, and 122, Fresno, CA 93710 (the "Premises").

2. TERM – The primary term of this Lease shall be three (3) years ("Primary Term"), commencing on April 1, 2023, and ending March 31, 2026. In no event shall the term of this Lease extend beyond March 31, 2026.

3. RENT - LESSEE agrees to pay rent in advance on or about the first of each month to LESSOR for the Premises ("Base Rent"), according to the following schedule:

Rent Period	Rent Per Month
Year 1	\$7,641.60
Year 2	\$7,641.60
Year 3	\$7,641.60

4. ADDITIONAL RENTS – In addition to the Base Rent, LESSEE shall pay on a monthly basis as "Additional Rent", the operating costs for the Premises to LESSOR, consisting of 100% of: LESSOR's actual out of pocket costs for real estate taxes, insurance and all common area maintenance expenses ("CAM") incurred by LESSOR and allocable to the Premises (collectively, "Operation Costs"),

5. UTILITIES – LESSEE shall directly pay those metered costs for its use of natural gas and electricity, water, garbage, sewer and all costs associated with its use of telephone service.

6. USE – LESSEE shall use the Premises as office space for its Department of

1 Public Health or for any other County of Fresno department, office, or agency. LESSEE
2 agrees to comply with all applicable laws, ordinances and regulations in connection with such
3 use. LESSEE covenants that: the Premises are suitable for the intended use.

4 LESSOR covenants that: (i) the Premises are in compliance with all applicable local,
5 state and federal laws, ordinances and regulations, including but not limited to safety
6 regulations, health and building codes; and (ii) the Premises shall remain in such compliance
7 throughout the term of this Lease.

8 7. MAINTENANCE AND REPAIRS – LESSOR shall be responsible for all exterior
9 and interior maintenance, including repair of air conditioning, heating units, plumbing systems,
10 electrical systems, and interior light fixture ballasts, fire sprinkler system, roof, painting,
11 flooring, landscape, bird and pest control, parking and other common area maintenance at the
12 Premises. LESSOR is also responsible for the structural condition of the building in which the
13 Premises are located, and agrees that such building on the Premises will always be
14 maintained in a condition acceptable for the LESSEE'S intended use of the Premises.

15 In the event building systems such as air conditioning and heating units' malfunction,
16 restroom fixtures are not draining properly, or water intrusion, leaks or other events that
17 immediately impact the occupancy of the Premises by LESSEE occur, LESSOR shall use its
18 best efforts to respond within twenty-four (24) hours after contact by LESSEE to diligently
19 pursue repairs, and replace equipment to restore the systems to full working order. Structural
20 issues, including but not limited to damaged doors, walls, roof, and windows shall be a priority,
21 and shall be addressed within the same day such are reported. LESSOR covenants that the
22 Premises shall be maintained in substantially the same condition as that existing at the
23 commencement of this Lease, normal wear and tear excepted.

24 LESSEE shall be responsible for damages and repairs caused by LESSEE's
25 employees or clients.

26 8. JANITORIAL SERVICES AND COST – LESSOR, at LESSOR's sole cost and
27 expense, shall procure and provide janitorial services and supplies at the Premises ("Janitorial
28 Services"). Such Janitorial Services shall be provided five (5) days per week, and shall

1 include the services and supplies as described in Exhibit "A", attached and incorporated by
2 this reference.

3 LESSEE shall reimburse LESSOR for LESSOR's actual monthly cost for Janitorial
4 Services. This monthly Janitorial Cost shall be in addition to the Base Rent and Additional
5 Rent. LESSOR shall mail an invoice by the fifteenth (15th) day of each month for the Janitorial
6 Cost to: County of Fresno, Department of Public Health, Attn: DPH Business Office, Gallery
7 Plaza – 1221 Fulton St., Fresno, CA 93721.

8 LESSOR and LESSEE may agree to select a different janitorial service, or to stop
9 janitorial services entirely, to correct deterioration in the quality of the janitorial service, or for
10 any other reason mutually agreed upon by the parties.

11 9. This section intentionally left blank.

12 10. ALTERATIONS – LESSEE shall make no alterations, installations, changes or
13 additions in or to the Premises, (collectively, "Alterations"), without first obtaining LESSOR's
14 express written permission. Alterations shall not include movable office furniture, office
15 furnishings and office equipment.

16 11. COMPLIANCE WITH ALL LAWS – As to the Premises, LESSOR
17 acknowledges public funds are used for payments made by LESSEE under this Lease and for
18 "public works" projects. Accordingly, LESSOR shall comply with, and shall ensure compliance
19 by all contractors and subcontractors with, all applicable laws and regulations, including the
20 payment of prevailing wages pursuant to Section 1770 et. seq. of the Labor Code.

21 12. BREACH OF OBLIGATION TO MAINTAIN - In the event LESSOR breaches its
22 obligation to maintain the Premises as herein provided, LESSEE shall give written notice to
23 LESSOR within fifteen (15) days of the discovery of such breach. LESSOR shall then have
24 thirty (30) days from the date of notice to cure its breach; however, that if such default
25 continues for thirty (30) days after written notice thereof from LESSEE to LESSOR then
26 LESSOR will not be in default hereunder if within such thirty (30) day period, LESSOR
27 commences the curing of such default and diligently and in good faith prosecutes the same to
28 completion. If the period for cure expires and if, in LESSEE'S sole and reasonable

1 determination, LESSOR has failed to cure, then LESSEE may, at its election:

2 (A) terminate this Lease by providing thirty (30) days prior written notice. In such
3 case, LESSEE shall have the right to demand LESSOR refund any monies
4 which, in the reasonable judgment of LESSEE, were paid to LESSOR
5 pursuant to the Lease but which were not earned by LESSOR by
6 consequence of its breach. Upon receipt of such demand, LESSOR shall
7 promptly refund all such monies; or

8 (B) after providing LESSOR with 10 days written notice of its intention to cure
9 LESSOR'S breach, LESSEE may cure such breach and deduct the
10 reasonable cost of such cure from LESSEE's future rent obligation. LESSEE's
11 decision to cure LESSOR's breach shall not constitute a waiver of any rights
12 or remedies that LESSEE may have arising from this Lease or by operation of
13 law, except that LESSEE shall not have the right to terminate described
14 above with respect to the circumstances related to such cured breach.

15 (C) If LESSOR's failure to maintain the Premises is of an urgent nature, and impairs
16 LESSEE's ability to conduct its business operations, or occupy the Premises, then
17 LESSOR shall have five (5) business days from notification of the breach to repair
18 the Premises so that LESSEE may resume operations. If LESSOR fails to
19 satisfactorily perform such repairs, then LESSEE may cure the default and deduct
20 the cost from the next month's rent.

21
22 13. DESTRUCTION OR DAMAGE FROM CASUALTY - If the Premises are
23 damaged or destroyed as a result of fire, earthquake, act of God, or any other identifiable
24 event of a sudden, unexpected, or unusual nature ("Casualty"), then LESSOR shall either
25 promptly and diligently repair the damage at its own cost, or terminate this Lease as provided
26 hereinbelow.

27 (A) LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty
28 damage to the Premises, then it shall within fifteen (15) days after the date of

1 Casualty or as soon as possible thereafter provide written notice (hereinafter
2 "Notice of Repair") to LESSEE indicating the anticipated time required to
3 repair. LESSOR shall bear the cost of all repairs to the Premises, including
4 the cost to repair any alterations or fixtures installed or attached thereto by
5 LESSEE. Such repairs shall restore the Premises to substantially the same
6 condition as that existing at the commencement of this Lease; such repairs
7 shall also be made in compliance with all applicable state and local building
8 codes. LESSOR shall not be liable to LESSEE for compensation for any loss
9 of business, or any inconvenience or annoyance arising from repair of the
10 Premises as a result of the Casualty except for rent reduction as hereinafter
11 provided. LESSEE shall be responsible at its sole cost and expense for the
12 replacement of its personal property.

13 (B) LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect
14 to terminate this Lease due to Casualty if: the Premises have been destroyed
15 or substantially destroyed by said Casualty; and the estimated time to repair
16 the Premises exceeds sixty (60) days from the date of the Casualty.

17 LESSOR shall provide LESSEE with written notice of its election to terminate
18 within forty-five (45) days after the date of Casualty, specifying a termination
19 date not less than thirty (30) days from the date of said notice.

20 (C) Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S
21 obligation to pay rent (both Base Rent and Additional Rent) shall be reduced
22 beginning on the date of the Casualty, in accordance with Section 13 herein.
23 Such reduction shall be proportional to the damage caused to the Premises
24 by the Casualty as reasonably determined by LESSEE. If LESSOR elects to
25 repair the Premises pursuant to the terms of this Lease, to the extent the
26 Premises remain unusable by LESSEE, the rent reduction shall continue until
27 the date of substantial completion of repair.

28 (D) LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not

1 receive a Notice of Repair from LESSOR within fifteen (15) days or as soon
2 as reasonably possible after a Casualty, or if the anticipated period of repair
3 contained in the Notice of Repair exceeds ninety (90) days, then LESSEE
4 may elect to terminate this Lease by providing thirty (30) days prior written
5 notice to LESSOR. In such case, LESSEE shall have the right to demand
6 that LESSOR refund any monies which, in the reasonable judgment of
7 LESSEE, were paid to LESSOR pursuant to the Lease but which were not
8 earned by LESSOR by consequence of the Casualty. Upon receipt of such
9 demand, LESSOR shall promptly refund all such monies.

10 14. TERMINATION NOTICES – In the case of LESSEE, the County Administrative
11 Officer, Director of Internal Services/Chief Information Officer, Director of Public Health or a
12 designee of one of them, is authorized to provide termination notices as described herein to
13 terminate this Lease. Termination of this Agreement must be approved by the Fresno County
14 Board of Supervisors.

15 15. NON-FUNDING TERMINATION - This Lease is contingent on the allocation of
16 funds by a governmental agency. Should funds not be allocated, this Lease may be
17 terminated by the Board of Supervisors at any time by giving at least thirty (30) days prior
18 written notice to LESSOR.

19 16. HOLD HARMLESS - LESSOR agrees to indemnify, save, hold harmless, and
20 at LESSEE'S request, defend the LESSEE, its officers, agents, and employees from any and
21 all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to
22 LESSEE in connection with the performance, or failure to perform, by LESSOR, its officers,
23 agents, or employees under this Lease, and from any and all costs and expenses, damages,
24 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may
25 be injured or damaged by the performance, or failure to perform of LESSOR, its officers,
26 agents, or employees under the Lease. This Lease is made upon the expressed condition that
27 the LESSEE is to be free of all liability, damages or injury arising from structural failures of the
28 leased Premises, including, but not limited to, external walls, glass, doors, roof and floor.

1 LESSEE will indemnify, defend, and hold LESSOR harmless from and against any
2 claims in any manner directly or indirectly caused, occasioned or contributed to by reason of
3 the negligence, whether active or passive, of LESSEE or anyone acting under its direction or
4 control or on its behalf in connection with or incidental to the performance of this Lease or any
5 claims otherwise arising in connection with LESSEE'S use and occupancy of the Premises.

6 The parties acknowledge that as between LESSOR and LESSEE, each is responsible
7 for any claims arising from the acts or omissions of its own employees and invitees and
8 notwithstanding anything to the contrary in this Section 16, each party hereby waives any
9 claim for right to consequential or punitive damages. The parties acknowledge that as between
10 LESSOR and LESSEE, each is responsible for the negligence of its own employees and
11 invitees.

12 17. INSURANCE - Without limiting the LESSEE'S right to obtain indemnification
13 from LESSOR or any third parties, LESSOR, at its sole expense, shall maintain in full force
14 and effect, the following insurance policies or a program of self-insurance throughout the term
15 of the Agreement:

16 a. Commercial General Liability - Commercial General Liability Insurance with
17 limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an
18 annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be
19 issued on a per occurrence basis. LESSEE may require specific coverages
20 including completed operations, products liability, contractual liability,
21 Explosion-Collapse-Underground, fire legal liability, or any other liability
22 insurance deemed necessary because of the nature of this contract.

23 b. Property Insurance – All-Risk property insurance.

24 c. Worker's Compensation - A policy of Worker's Compensation insurance as may
25 be required by the California Labor Code.

26 LESSOR shall obtain endorsements to the Commercial General Liability insurance
27 naming the County of Fresno (hereinafter "County"), its officers, agents, and employees,
28 individually and collectively, as additional insured, but only insofar as the operations under this

1 Lease are concerned. Such coverage for additional insured shall apply as primary insurance
2 and any other insurance or self-insurance maintained by its officers, agents, and employees
3 shall be excess only and not contributing with insurance provided under LESSOR'S policies
4 herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days
5 advance written notice given to County.

6 Within (30) days from the date LESSOR executes this Lease, LESSOR shall provide
7 certificates of insurance and endorsement as stated above for all of the foregoing policies, as
8 required herein, to the County of Fresno, Attn: ISD Lease Services (L-321), 333 W. Pontiac
9 Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and are in
10 full force; that the LESSEE, its officers, agents and employees will not be responsible for any
11 premiums on the policies; that such Commercial General Liability insurance names the
12 LESSEE, its officers, agents, and employees, individually and collectively, as additional
13 insured, but only insofar as the operations under this Lease are concerned; that such
14 coverage for additional insured shall apply as primary insurance and any other insurance or
15 self- insurance shall not be cancelled or changed without a minimum of thirty (30) days
16 advance written notice given to LESSEE.

17 In the event LESSOR fails to keep in effect at all times insurance coverage as herein
18 provided, the LESSEE may, in addition to other remedies it may have, suspend or terminate
19 this Lease upon the occurrence of such event.

20 All policies shall be with admitted insurers licensed to do business in the State of
21 California. Insurance purchased shall be purchased from companies possessing a current A.M
22 Best Company rating of A FSC VII or better.

23 LESSEE shall maintain during the term of this Lease the following policies of
24 insurance, which coverages may be provided in whole or in part through one or more
25 programs of self-insurance:

- 26 a. Commercial General liability insurance with limits of not less than Two Million
27 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of not less
28 than Four Million Dollars (\$4,000,000.00). This policy shall be issued on an

1 occurrence basis.

2 b. All-Risk property insurance.

3 18. SURRENDER OF POSSESSION/HOLDOVER - Upon the expiration or
4 termination of this Lease, LESSEE will surrender the Premises to LESSOR in such condition
5 as existing at the commencement of this Lease or upon completion of the Tenant
6 Improvements (whichever is applicable) less reasonable wear and tear, less the effects of any
7 Casualty as herein defined, and less the effects of any breach of LESSOR'S covenant to
8 maintain. LESSEE will not be responsible for any damage which LESSEE was not obligated
9 hereunder to repair.

10 If LESSEE holds over after the expiration of the Term, with or without the express or
11 implied consent of LESSOR, such tenancy shall be tenancy at sufferance only, and
12 shall not constitute a renewal hereof or an extension for any further term, and in such
13 case LESSEE shall pay one hundred three percent (103%) of Base Rent, in effect just
14 prior to expiration or termination, until either party gives thirty (30) days written notice of
15 termination, reciting therein the effective date of cancellation. LESSOR hereby
16 expressly reserves the right to require LESSEE to surrender possession of the
17 Premises to LESSOR as provided in this Lease upon the expiration or other
18 termination of this Lease. The provisions of this Section 18 shall not be deemed to limit
19 or constitute a waiver of any other rights or remedies of LESSOR provided herein or at
20 law.

21 19. FIXTURES - LESSOR agrees that any equipment, fixtures or apparatus
22 installed in or on the Premises by LESSEE shall continue to be the property of LESSEE, and
23 may be removed by LESSEE at any time. LESSEE shall repair any damage caused by the
24 removal of fixtures. Any fixtures not removed when LESSEE surrenders possession shall
25 become the property of LESSOR.

26 20. RIGHT OF ENTRY - LESSOR, or its representative(s), upon giving 24 hours
27 written notice, or immediately in the event of an emergency, shall have the right to enter the
28 Premises at any time during business hours, or at such other time as LESSEE deems

1 appropriate, to make any alterations, repairs or improvements to the Premises. The normal
2 business of LESSEE or its invitees shall not be unnecessarily inconvenienced.

3 21. AMENDMENT - This Lease may be amended in writing by the mutual consent
4 of the parties without in any way affecting the remainder.

5 22. ASSIGNMENT - Neither Party shall assign, transfer or sub-let this Lease, or the
6 rights or duties under this Lease, without the prior written consent of the other Party, which
7 consent shall not be unreasonably withheld or denied, except that LESSOR may sell or
8 refinance the Premises or any part thereof, in which case LESSOR shall promptly notify
9 LESSEE in writing of such sale or refinancing.

10 23. GOVERNING LAW - Venue for any action arising out of or relating to this
11 Lease shall be in Fresno County, California. This Lease shall be governed by the laws of the
12 State of California.

13 24. NOTICES - The persons and their addresses having authority to give and
14 receive notices under this Agreement include the following:

15 LESSEE:	LESSOR:
16 County of Fresno (L-358)	5561 Sultana, LLC
17 Robert W. Bash, Director of Internal	ATTN: Rob Langer/Jeff Seltzer
18 Services/Chief Information Officer	18321 Ventura Blvd, Suite 980
19 333 W. Pontiac	Tarzana, CA 91356
20 Clovis, CA 93612	

21 All notices between the LESSEE and the LESSOR provided for or permitted under this
22 Lease must be in writing and delivered either by personal service, by first-class United States
23 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A
24 notice delivered by personal service is effective upon service to the recipient. A notice delivered
25 by first-class United States mail is effective three LESSEE business days after deposit in the
26 United States mail, postage prepaid, addressed to the recipient. A notice delivered by an
27 overnight commercial courier service is effective one LESSEE business day after deposit with
28 the overnight commercial courier service, delivery fees prepaid, with delivery instructions given
for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is

1 effective when transmission to the recipient is completed (but, if such transmission is completed
2 outside of LESSEE business hours, then such delivery shall be deemed to be effective at the
3 next beginning of a LESSEE business day), provided that the sender maintains a machine
4 record of the completed transmission. For all claims arising out of or related to this Lease,
5 nothing in this section establishes, waives, or modifies any claims presentation requirements or
6 procedures provided by law, including but not limited to the Government Claims Act (Division
7 3.6 of Title 1 of the Government Code, beginning with section 810).

8 25. INDEPENDENT CONTRACTOR - In performance of the work, duties and
9 obligations assumed by LESSOR under this Lease, it is mutually understood and agreed that
10 LESSOR, including any and all of the LESSOR'S officers, agents, and employees will at all times
11 be acting and performing as an independent contractor, and shall act in an independent capacity
12 and not as an officer, agent, servant, employee, joint venture, partner, or associate of the
13 LESSEE. Furthermore, LESSEE shall have no right to control or supervise or direct the manner
14 or method by which LESSOR shall perform its work and function. However, LESSEE shall retain
15 the right to administer this Lease so as to verify that LESSOR is performing its obligations in
16 accordance with the terms and conditions thereof.

17 LESSOR and LESSEE shall comply with all applicable provisions of law and the rules and
18 regulations, if any, of governmental authorities having jurisdiction over matters the subject
19 thereof.

20 Because of its status as an independent contractor, LESSOR shall have absolutely no
21 right to employment rights and benefits available to LESSEE'S employees. LESSOR shall be
22 solely liable and responsible for providing to, or on behalf of its employees, all legally-required
23 employee benefits. In addition, LESSOR shall be solely responsible and save LESSEE
24 harmless from all matters relating to payment of LESSOR'S employees, including compliance
25 with Social Security withholding and all other regulations governing such matters. It is
26 acknowledged that during the term of this Lease, LESSOR may be providing services to
27 others unrelated to the LESSEE or to this Lease.

1 26. DISCLOSURE OF SELF DEALING TRANSACTIONS – This provision is only
2 applicable if the LESSOR is operating as a corporation (a for-profit or non-profit corporation) or
3 if during the term of this Lease, the LESSOR changes its status to operate as a corporation.

4 Members of LESSOR’S Board of Directors shall disclose any self-dealing transactions
5 that they are a party to while LESSOR is providing goods or performing services under this
6 Lease. A self-dealing transaction shall mean a transaction to which the LESSOR is a party and
7 in which one or more of its directors has a material financial interest. Members of the Board of
8 Directors shall disclose any self-dealing transactions that they are a party to by completing and
9 signing a Self-Dealing Transaction Disclosure Form Exhibit “B”, attached hereto and by this
10 reference incorporated herein, and submitting it to the County of Fresno prior to commencing
11 with the self-dealing transaction or immediately thereafter.

12 27. ESTOPPEL CERTIFICATE – LESSEE shall, at any time upon not less than
13 thirty (30) days prior request by LESSOR, execute, acknowledge and deliver to LESSOR a
14 written estoppel certificate, in a form satisfactory to LESSOR, certifying that this Lease is
15 unmodified and in full force and effect (or, if there have been modifications, that the same is in
16 full force and effect as modified and stating the modifications) and, if applicable, the dates to
17 which the Rent and any other charges have been paid in advance. Any such statement
18 delivered pursuant to this Section 27 may be relied upon by third persons, including a
19 prospective purchaser or encumbrancer of the Premises.

20 LESSEE’S failure to execute and deliver an estoppel certificate within thirty (30) days
21 after LESSEE’S receipt of LESSOR’S written request therefore shall be conclusive upon
22 LESSEE that this Lease is in full force and effect, without modification except as may be
23 represented by LESSOR, that there are no uncured defaults in LESSOR’S performance, that
24 not more than one month’s rental has been paid in advance, and that all other statements
25 required to be made in the estoppel certificate are conclusively made.

26 28. SUBORDINATION AND ATTORNMENT – At LESSOR’S option, this Lease
27 shall be subordinated to any mortgage or deed of trust which is now or shall hereafter be
28 placed upon the Premises, and LESSEE agrees to execute and deliver any instrument which

1 may be necessary to further effect the subordination of the Lease to any such mortgage or
2 deed of trust; provided, however, that such instrument of subordination shall provide, or the
3 mortgagee or beneficiary of such mortgage or deed of trust otherwise shall agree in writing in
4 recordable form delivered to LESSEE, that the mortgagee or beneficiary, including their
5 successors and assigns, recognize LESSEE's leasehold interest under this Lease and that so
6 long as LESSEE is not in default under this Lease, foreclosure of any such mortgage or deed
7 of trust or sale pursuant to exercise of any power of sale thereunder, or deed given in lieu
8 thereof, shall not affect this Lease but such foreclosure or sale, or deed given in lieu thereof,
9 shall be made subject to this Lease which shall continue in full force and effect, binding on
10 LESSEE, as lessee, and the transferee, as lessor. LESSEE shall attorn to the transferee as if
11 said transferee was LESSOR under this Lease.

12 29. ENERGY CONSUMPTION DISCLOSURE – If LESSEE (or any party claiming
13 by, through or under LESSEE) pays directly to the provider for any energy consumed at the
14 Premises, LESSEE shall, promptly upon request, deliver to LESSOR (or, at LESSOR's option,
15 execute and deliver to LESSOR an instrument enabling LESSOR to obtain from such provider)
16 any data about such consumption that LESSOR, in its reasonable judgement, is required to
17 disclose to a prospective buyer, tenant or mortgagee or prospective mortgagee under
18 California Public Resources Code § 25402.10 or any similar law.

19 30. COUNTERPARTS – This Lease may be executed in one or more counterparts
20 (which may be facsimile or .pdf e-mail counterparts followed by originals), each of which will
21 be deemed an original and all, taken together, will constitute one and the same instrument.

22 31. FORCE MAJEURE - In the event that either party hereto shall be delayed or
23 hindered in or prevented from the performance of any act required hereunder by reason of
24 strikes, lockouts, adverse weather (including rain), inability to procure labor or materials, failure
25 of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other
26 casualty or other reason of a similar nature beyond the reasonable control of the party delayed
27 in performing work or doing the act required under the terms of this Lease, then performance
28 of such act shall be excused for the period of the delay and the period from the performance of

1 any such act shall be extended for a period equivalent to the period of such delay (any such
2 delay is herein referred to as an "Force Majeure Delay"). In no event shall LESSEE'S inability
3 to satisfy a monetary obligation hereunder constitute or be subject to Force Majeure Delay.

4 32. AUTHORITY - Each individual executing this Lease on behalf of LESSOR
5 represents and warrants that such individual is duly authorized to execute and deliver this
6 Lease on behalf of 5561 Sultana, LLC, a California limited liability company, and that this
7 Lease is binding upon 5561 Sultana, LLC, a California limited liability company, in accordance
8 with its terms.


9 33. ENTIRE LEASE - This Lease constitutes the entire Lease between the
10 LESSOR and LESSEE with respect to the subject matter hereof, and supersedes all prior
11 leases, negotiations, proposals, commitments, writings, advertisements, publications, and
12 understandings of any nature whatsoever unless expressly referenced in this Lease.

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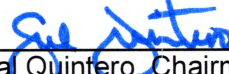
LESSOR:
5561 Sultana LLC, a California limited liability company

By: Highpoint Capital, LLC, a California limited liability company

Its: Asset Manager

Ey: 
Jeffrey Seltzer, Manager

LESSEE:
COUNTY OF FRESNO


Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno

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

By: 
Deputy

FOR ACCOUNTING USE ONLY:

ORG: 5620
Account: 7340
Fund: 0001
Subclass: 10000

EXHIBIT "A"
JANITORIAL DUTIES
L-321

PERFORMED DAILY

- Vacuum all carpeted areas
- Sweep and/or dry mop floors
- Dust cleared desk and table surfaces, clean counters
- Empty all waste baskets and dispose of trash in appropriate trash bins
- Clean smudges and unsightly appearances from door jambs, light switches, glass partitions and counters
- Clean and sanitize all sinks, toilets and urinals
- Clean all restroom mirrors, tile and splash walls
- Spot clean restroom walls and partitions
- Refill supplies in restroom (paper towels, toilet tissue, soap, etc)

PERFORMED EVERY MONTH

- Dust all blinds and sills

PERFORMED AS REQUIRED

- Wet mop floors
- Remove interior cobwebs
- Dust wall picture frames and partition tops
- High dust, including walls, light fixtures, vents and ledges above normal reach door ledges
- Wash/clean light fixtures, walls, A/C vents
- Dust/clean baseboards
- Spot clean carpets
- Steam clean all carpets
- Strip and wax all vinyl and tile flooring
- Interior windows
- Exterior windows

Exhibit B

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. 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 County. 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 B

(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:	