

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter LEASE) is made and entered into this 20th day of June, 2017, by and between HERITAGE CENTRE, LLC, a California Limited Liability Company, 1475 Powell Street, Suite 101, Emeryville, California 94608 (hereinafter LESSOR), and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 Pontiac Way, Clovis, CA 93612 (hereinafter 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 58,866 square feet of office space and approximately 12,605 square feet of storage space, the latter to be utilized for storage only, at the location commonly known as Heritage Centre (the "Centre") located at 3151 N Millbrook, 3109 N Millbrook, 3676 E. Shields, 3688 E Shields, and 3115 N Millbrook Fresno, CA 93726, (the "Building"), in that portion of the Building as shown on the site plan attached as Exhibit "A", attached hereto and by this reference incorporated herein, (hereinafter "Premises") and the non-exclusive right, in common with the other tenants of the Centre, to use the Centre's parking lot containing four (4) stalls per one-thousand (1,000) square feet of building space.

2. **TERM** - The initial term of this LEASE shall be for three (3) years beginning July 1, 2017 and ending June 30, 2020 (hereinafter "Initial Term"). Upon expiration of the Initial Term, this Lease shall automatically renew for one (1) additional two-year period, unless LESSEE provides written notice of non-renewal to LESSOR at least six (6) months prior to the expiration of the Primary Term. LESSEE's Director of Internal Services is hereby authorized to provide such notice of non-renewal.

3. **RENT** - LESSEE shall pay rent on a monthly basis for the Premises ("Base Rent") beginning July 1, 2017, as shown in the below payment schedule. Beginning July 1, 2018, the Base Rent (for the office space portion of the Premises) shall increase by \$0.02 per square foot and by an additional \$0.02 per square foot each July 1, thereafter.

Rent Period	Office Space	Storage
July 1, 2017	\$ 79,469.10	\$ 2521.00
July 1, 2018	\$ 80,646.42	\$ 2521.00

July 1, 2019	\$ 81,823.74	\$ 2521.00
July 1, 2020	\$ 83,001.06	\$ 2521.00
July 1, 2021	\$ 84,178.38	\$ 2521.00

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3 4. **UTILITIES** – LESSOR shall be responsible for all utilities necessary for
4 LESSEE'S "normal office use," excepting telephone service. For purposes of this LEASE,
5 "normal office use" shall mean use of utilities for general office purposes between the hours of
6 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. until 2:00 p.m. Saturdays,
7 excluding holidays. LESSEE shall not, without the written consent of LESSOR, use any
8 apparatus or device at the Premises, including without limitation electronic data processing
9 machines, punch card machines, or any other machines using in excess of 120 volts which
10 consume more electricity than normally furnished or supplied for the use of the Premises as
11 general office space, as determined by LESSOR.

12 5. **USE** – LESSEE shall use the Premises as office space for its Department of
13 Social Services or for any other County of Fresno department, office, or agency. LESSEE
14 agrees to comply with all applicable laws, ordinances and regulations in connection with such
15 use.

16 LESSOR covenants that: (i) the Premises are suitable for the intended use; (ii) the
17 Premises are in compliance with all applicable laws, ordinances and regulations, including but
18 not limited to safety regulations, health and building codes; and (iii) the Premises shall remain
19 in such compliance throughout the term of this LEASE.

20 6. **MAINTENANCE AND REPAIRS** – LESSOR shall be responsible for all exterior
21 and interior maintenance, including repair of air conditioning, heating units, plumbing systems,
22 electrical systems, interior light fixture ballasts and lamp replacement fire sprinkler system,
23 roof, painting, flooring, landscape, quarterly parking lot sweeping, and parking and other
24 common area maintenance at the Premises, including janitorial service and supplies.
25 Janitorial service will be provided five (5) days per week and will include the services listed in
26 Exhibit "B", attached hereto and by this reference incorporated herein. LESSOR is also
27 responsible for the structural condition of the building and agrees that the building will always
28 be maintained in a condition suitable for the LESSEE'S intended use of the Premises.

1 LESSOR's maintenance responsibilities shall include exterior painting, as needed, due to
2 normal wear and tear.

3 In the event any Building systems such as air conditioning and heating units
4 malfunction, restroom fixtures are not draining properly, or water intrusion, leaks or other
5 events that immediately impact LESSEE's occupancy of the Premises occur, LESSOR shall
6 respond within twenty-four (24) hours after contact by LESSEE to initiate repairs and replace
7 equipment to restore the systems to full working order. Structural issues, including but not
8 limited to damaged doors, walls, roof, and windows shall be a priority, and shall be addressed
9 within the same day such are reported. LESSOR covenants that the Premises shall be
10 maintained in substantially the same condition as that existing at the commencement of this
11 LEASE.

12 7. LESSOR'S IMPROVEMENTS TO THE PREMISES – Upon commencement of
13 this LEASE, LESSOR shall, at its sole expense, conduct the following work at the Premises:
14 Replace carpet, where carpet currently exists, throughout the Premises. Color to be selected
15 by LESSEE from samples provided by LESSOR. LESSOR shall ensure that the normal
16 business of LESSEE or its invitees shall not be unnecessarily inconvenienced by the
17 performance of such work.

18 8. OTHER TENANT IMPROVEMENTS/PAYMENT TERMS - LESSOR shall
19 construct tenant improvements (hereinafter "Tenant Improvements") as shown in Exhibit "C",
20 attached hereto and incorporated herein by reference, and in the final Tenant Improvement
21 drawings, plans and specifications. The final Tenant Improvements drawings, plans and
22 specifications shall be approved in writing by both LESSOR and LESSEE's Director of Social
23 Services, or their respective authorized representatives. LESSOR shall not commence
24 construction of the Tenant Improvements prior to receipt of such written approval from
25 LESSEE's authorized representative, which approval shall not be unreasonably withheld or
26 delayed. Further, any modifications to Exhibit "C" or to the final Tenant Improvement
27 drawings, plans and specifications shall be approved in writing by such authorized
28 representatives of both LESSOR and LESSEE prior to commencement of construction of such

1 modifications, which approval shall not be unreasonably withheld or delayed. LESSOR shall
2 provide all labor, material and equipment for the completion of the above-described work in
3 accordance with Exhibit "C", and the final Tenant Improvement drawings, plans and
4 specifications.

5 LESSOR and LESSEE estimate that the total cost for the Tenant Improvements shall
6 not exceed the sum of \$ 70,000.00. LESSEE shall pay the estimated total cost in an amount
7 not to exceed \$70,000, with interest thereon, as follows: LESSEE'S cost for Tenant
8 Improvements (hereinafter the "TI Rent") shall be amortized over three (3) years, with interest
9 accruing interest at 7% percent per year as described in Exhibit "D," attached hereto and by
10 this reference incorporated herein; provided, however, that LESSOR and LESSEE agree that
11 Exhibit "D" is intended as a hypothetical amortization schedule and upon determination of
12 LESSEE'S actual shared cost of the Tenant Improvements, the hypothetical amortization
13 schedule will be replaced with an amortization schedule reflecting the actual cost of the Tenant
14 Improvements. LESSEE shall make monthly TI Rent payments to LESSOR for the Tenant
15 Improvements, which shall be in addition to the Base Rent and shall constitute Rent for all
16 purposes of this lease.

17 Should either party to this LEASE terminate this LEASE prior to completion of the three
18 (3) year amortization period to pay for the Tenant Improvements described in this Section 8,
19 then LESSEE shall pay to LESSOR, in one lump sum, an amount equal to the unamortized
20 principal balance of the cost of the Tenant Improvements within forty-five (45) days after the
21 LEASE termination date.

22 9. COMPLIANCE WITH ALL LAWS – As to the Premises, LESSOR
23 acknowledges public funds are used for payments made by LESSEE under this LEASE and
24 for "public works" projects. Accordingly, in connection with this LEASE (including construction
25 of the Tenant Improvements) LESSOR shall comply with, and shall ensure compliance by all
26 contractors and subcontractors with, all applicable laws and regulations, including the payment
27 of prevailing wages pursuant to Section 1770 et. seq. of the Labor Code.

28 10. BREACH OF OBLIGATION TO MAINTAIN - In the event LESSOR breaches its

1 obligation to maintain the Premises as herein provided, LESSEE shall give written notice to
2 LESSOR within fifteen (15) days of its discovery of such breach. LESSOR shall then have
3 thirty (30) days from the date of such notice to cure its breach, provided, however, that if the
4 item of maintenance requires more than (30) days to complete, then LESSOR will not be in
5 default hereunder if within such thirty (30) day period, LESSOR commences the work on such
6 maintenance and diligently and in good faith prosecutes the same to completion. Subject to
7 the foregoing, if the period for cure expires and if, in LESSEE'S sole determination, LESSOR
8 has failed to cure, then LESSEE may, at its election:

9 (A) Terminate this LEASE by providing thirty (30) days prior written notice. In such
10 case, LESSEE shall have the right to demand LESSOR refund any prepaid
11 monies. Upon receipt of such demand, LESSOR shall promptly refund all such
12 monies; or

13 (B) Cure LESSOR's breach and deduct the cost of such cure, together with
14 reasonable administrative costs, from LESSEE's future rent obligation. LESSEE'S
15 decision to cure LESSOR'S breach shall not constitute a waiver of any rights or
16 remedies that LESSEE may have arising from this LEASE or by operation of law.

17 11. DESTRUCTION OR DAMAGE FROM CASUALTY - If the Premises are damaged
18 or destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a
19 sudden, unexpected, or unusual nature (hereinafter a "Casualty"), then LESSOR shall either
20 promptly and diligently repair the damage at its own cost, or terminate this LEASE as provided
21 hereinbelow.

22 (A) LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty damage
23 to the Premises, then it shall within fifteen (15) days after the date of Casualty
24 provide written notice (hereinafter "Notice of Repair") to LESSEE indicating the
25 anticipated time required to repair. LESSOR shall bear the cost of all repairs to
26 the Premises, including the cost to repair any alterations or fixtures installed or
27 attached thereto by LESSEE. Such repairs shall restore the Premises to
28 substantially the same condition as that existing at the commencement of this

1 LEASE; such repairs shall also be made in compliance with all applicable state
2 and local building codes. LESSOR shall not be liable to LESSEE for
3 compensation for any loss of business, or any inconvenience or annoyance
4 arising from repair of the Premises as a result of the Casualty except for rent
5 reduction as hereinafter provided. LESSEE shall be responsible at its sole cost
6 and expense for the replacement of its personal property.

7 (B) LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect
8 to terminate this LEASE due to Casualty if: the Premises have been destroyed or
9 substantially destroyed by said Casualty and the estimated time to repair the
10 Premises exceeds sixty (60) days from the date of the Casualty. LESSOR shall
11 provide LESSEE with written notice of its election to terminate within thirty (30)
12 days after the date of Casualty, specifying a termination date not less than thirty
13 (30) days from the date of said notice.

14 (C) Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S obligation
15 to pay rent shall be reduced beginning on the date of the Casualty. Such
16 reduction shall be proportional to the damage caused to the Premises by the
17 Casualty as reasonably determined by LESSEE. If LESSOR elects to repair the
18 Premises pursuant to the terms of this LEASE, then such rent reduction shall
19 continue until the date of substantial completion of repairs.

20 (D) LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not receive a
21 Notice of Repair from LESSOR within thirty (30) days after a Casualty, or if the
22 anticipated period of repair contained in the Notice of Repair exceeds sixty (60)
23 days, then LESSEE may elect to terminate this LEASE by providing thirty (30)
24 days prior written notice to LESSOR. In such case, LESSEE shall have the right
25 to demand that LESSOR refund any monies which, in the judgment of LESSEE,
26 were paid to LESSOR pursuant to the LEASE but which were not earned by
27 LESSOR by consequence of the Casualty. Upon receipt of such demand,
28 LESSOR shall promptly refund all such monies.

1 12. TERMINATION NOTICES - In the case of LESSEE, the County Administrative
2 Officer, Director of Internal Services/Chief Information Officer, Director of Social Services or a
3 designee of one of them, shall have the power to provide termination notices as described
4 herein to terminate this LEASE.

5 13. NON FUNDING TERMINATION - This LEASE is contingent on the allocation of
6 funds by a governmental agency. Should funds not be allocated, this LEASE may be
7 terminated by the Board of Supervisors at any time by giving at least thirty (30) days prior
8 written notice to LESSOR.

9 14. HOLD HARMLESS - LESSOR agrees to indemnify, save, hold harmless, and at
10 LESSEE'S request, defend the LESSEE, its officers, agents, and employees from any and all
11 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to LESSEE
12 in connection with the performance, or failure to perform, by LESSOR, its officers, agents, or
13 employees under this LEASE, and from any and all costs and expenses, damages, liabilities,
14 claims, and losses occurring or resulting to any person, firm, or corporation who may be
15 injured or damaged by the performance, or failure to perform by LESSOR, its officers, agents,
16 or employees under the LEASE. This LEASE is made upon the express condition that the
17 LESSEE is to be free of all liability, damages or injury arising from structural failures of the
18 Leased Premises, including, but not limited to, external walls, glass, doors, roof and floor. The
19 parties acknowledge that as between LESSOR and LESSEE, each is responsible for the
20 negligence of its own employees and invitees.

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

25 a. Commercial General Liability - Commercial General Liability Insurance with
26 limits of not less than One Million Dollars (\$1,000,000) per occurrence and a
27 general aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued
28 on a per occurrence basis and name LESSEE as an additional insured.

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b. Fire Insurance and Extended Coverage. LESSOR shall add LESSEE as an additional loss-payee.

c. Automobile Liability - Comprehensive Automobile Liability Insurance with limits: for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this LEASE.

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

Within (30) days from the date LESSOR executes this LEASE, LESSOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Attn: ISD Lease Services (L-317), 333 Pontiac Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and are in full force; that the LESSEE, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the LESSEE, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this LEASE are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to LESSEE.

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

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M

1 Best Company rating of A FSC VII or better.

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

5 a. Commercial General liability insurance with limits of not less than One
6 Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of not less than Two
7 Million Dollars (\$2,000,000.00). This policy shall be issued on an occurrence basis.

8 b. All-Risk property insurance.

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

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

23 17. SUBORDINATION AND ATTORNMENT – At LESSOR'S option, this Lease
24 shall be subordinated to any mortgage or deed of trust which is now or shall hereafter be
25 placed upon the Premises, and LESSEE agrees to execute and deliver any instrument which
26 may be necessary to further effect the subordination of the Lease to any such mortgage or
27 deed of trust; provided, however, that such instrument of subordination shall provide, or the
28 mortgagee or beneficiary of such mortgage or deed of trust otherwise shall agree in writing in

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

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

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

20 20. RIGHT OF ENTRY - LESSOR, or its representative(s), upon giving 24 hours
21 written notice (other than in an emergency, when such notice shall not be required), shall have
22 the right to enter the Premises at any time during business hours, or at such other time as
23 LESSEE deems appropriate, to make any alterations, repairs or improvements to the
24 Premises. The normal business of LESSEE or its invitees shall not be unnecessarily
25 inconvenienced.

26 21. AMENDMENT - This LEASE may be amended in writing by the mutual consent
27 of the parties without in any way affecting the remainder.

28 22. ASSIGNMENT - LESSEE shall not assign, transfer or sub-let this LEASE, or its

1 rights or duties under this LEASE, without the prior written consent of LESSOR, which consent
2 shall not be unreasonably withheld or denied. LESSOR shall have the right to assign this LEASE
3 in connection with any sale of the Premises, provided that LESSOR promptly notifies LESSEE in
4 writing of any proposed or impending such sale.

5 23. GOVERNING LAW - Venue for any action arising out of or relating to this
6 LEASE shall be in Fresno County, California. This LEASE shall be governed by the laws of
7 the State of California.

8 24. NOTICES - All notices to be given under this LEASE by either Party to the other
9 Party shall be in writing, and given by any one of the following methods:

10 (i) Personal delivery; or
11 (ii) Sent by certified United States mail, first class postage prepaid,
12 with return receipt requested, to the applicable addresses as set forth below, in which case such
13 notice shall be deemed given three (3) business days if LESSOR is the recipient, or three (3)
14 LESSEE business days if LESSEE is the recipient, after such deposit and postmark with the
15 United States Postal Service; or

16 (iii) Sent by a reputable overnight commercial courier, in which case
17 such notice shall be deemed given one (1) business day if LESSOR is the recipient, or one (1)
18 LESSEE business day if LESSEE is the recipient, after such deposit with that courier to the
19 applicable addresses as set forth below; or

20 The addresses and telephone numbers of the Parties for purposes of giving receiving
21 notices under this LEASE are as follows:

22 LESSEE:	LESSOR:
23 County of Fresno (L-317)	Heritage Centre LLC
24 Robert W. Bash, Director of Internal	Attn: Steve Schwartz
25 Services/Chief Information Officer	837 Arnold Drive, Suite 8
26 333 Pontiac Way	Martinez, CA 94553
27 Clovis, CA 93612	

28 Provided however, such notices may be given to such person or at such other place as
either of the Parties may from time to time designate by giving written notice to the other Party.

1 and provided further however, in any event, notices of changes of address or termination of this
2 LEASE shall not be effective until actual delivery of such notice. Notices given hereunder shall
3 not be amendments or modifications to this LEASE.

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

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

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

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

27 Members of LESSOR'S Board of Directors shall disclose any self-dealing transactions
28 that they are a party to while LESSOR is providing goods or performing services under this

1 LEASE. A self-dealing transaction shall mean a transaction to which the LESSOR is a party
2 and in which one or more of its directors has a material financial interest. Members of the
3 Board of Directors shall disclose any self-dealing transactions that they are a party to by
4 completing and signing a Self-Dealing Transaction Disclosure Form Exhibit "E", attached
5 hereto and by this reference incorporated herein, and submitting it to the County of Fresno
6 prior to commencing with the self-dealing transaction or immediately thereafter.

7 27. AUTHORITY - Each individual executing this LEASE on behalf of LESSOR
8 represents and warrants that such individual is duly authorized to execute and deliver this
9 LEASE on behalf of, HERITAGE CENTRE, LLC and that this LEASE is binding upon,
10 HERITAGE CENTRE, LLC in accordance with its terms.

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

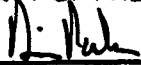
15 This LEASE shall be binding on and inure to the benefit of LESSOR'S heirs,
16 successors and assigns. EXECUTED as of the date first herein written.

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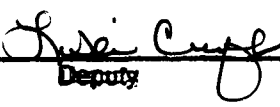
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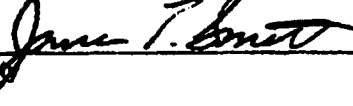
LESSEE
COUNTY OF FRESNO

By 
Brian Pacheco, Chairman
Board of Supervisors

ATTEST BERNICE E SEIDEL CLERK
BOARD OF SUPERVISORS

By 
Deputy

APPROVED AS TO LEGAL FORM.
DANIEL C CEDERBORG, COUNTY COUNSEL

By 
Deputy

APPROVED AS TO ACCOUNTING FORM
OSCAR J GARCIA, C.P.A
TAX COLLECTOR AUDITOR-
CONTROLLER/TREASURER

By 

RECOMMENDED FOR APPROVAL

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

RECOMMENDED FOR APPROVAL

By 
Deborah E Natta, Director
Department of Social Services

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Acct No 7340

LESSOR
HERITAGE CENTRE, LLC

By 
J.R. Oton III, Managing Director

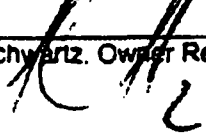
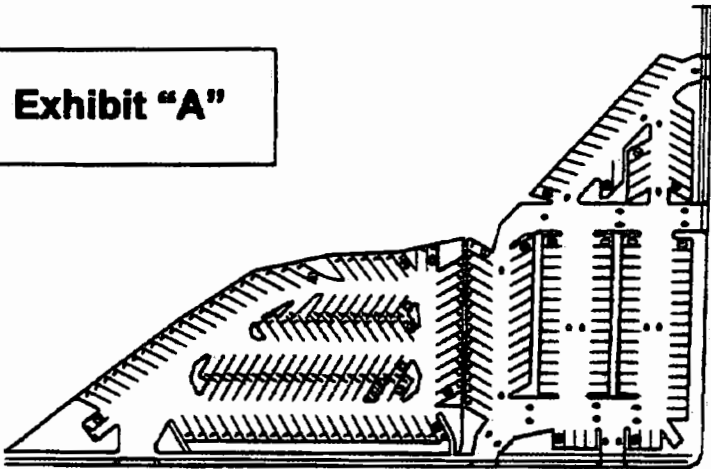
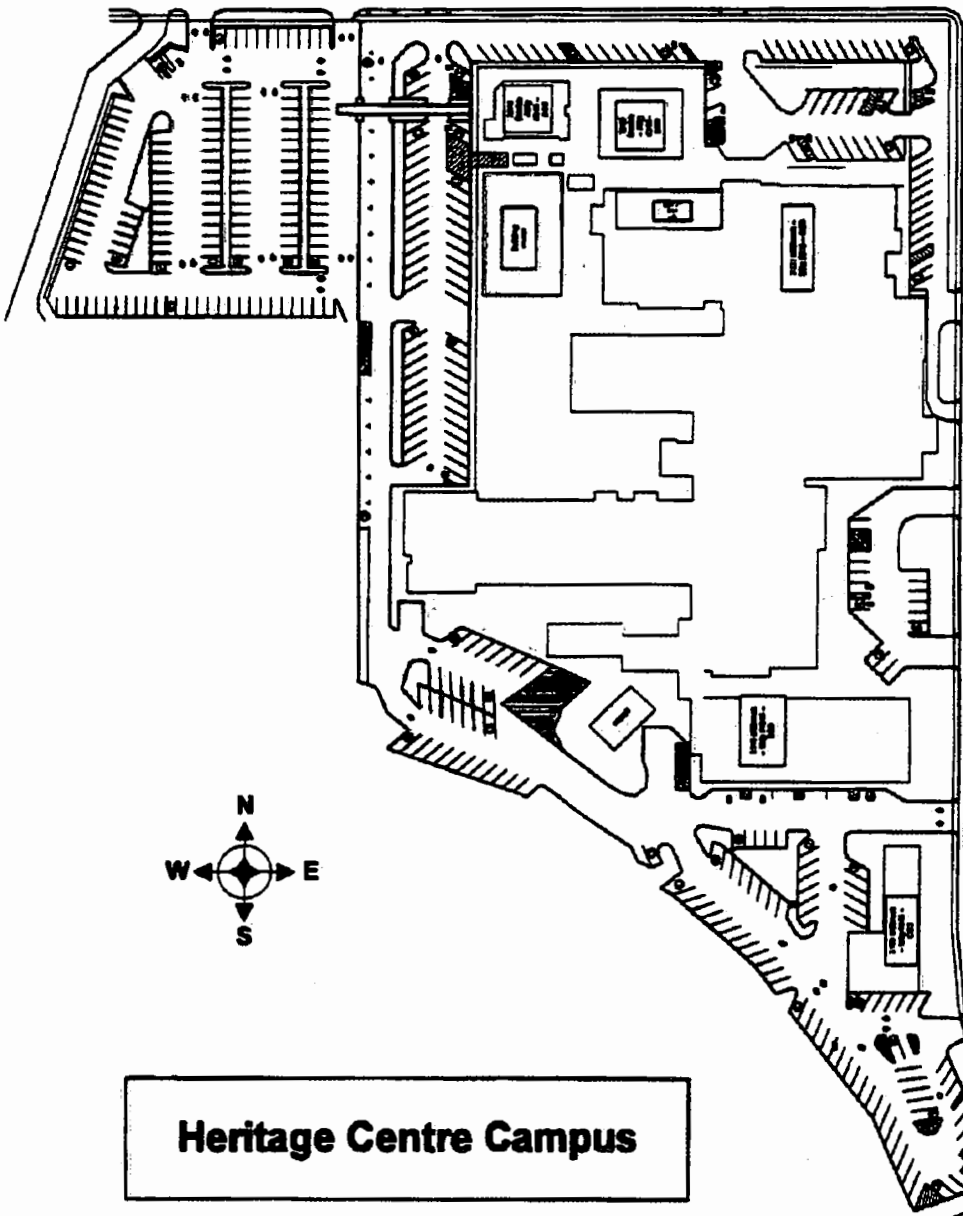
By 
Steve Schwartz, Owner Representative

Exhibit "A"



East Shields Ave



North Millbrook Ave



Heritage Centre Campus

EAST MICHIGAN

Exhibit "B"
L-317

PERFORMED DAILY:

- Vacuum all carpeted areas
- Dust mop/sweep, mop floors
- Spot clean carpets
- Dust cleared desk and table surfaces, clean counters
- Empty all waste baskets and dispose of trash in appropriate trash bins
- Remove interior cobwebs
- Clean smudges and unsightly appearances from door jambs, light switches, glass partitions, and counters
- Clean and sanitize all sinks, toilets, and urinals
- Refill paper supplies in restrooms (paper towels, toilet tissue, soap, etc.)

PERFORMED WEEKLY:

- Dust picture frames and partition tops

PERFORMED EVERY THREE MONTHS:

- Exterior windows
- Dust/clean baseboards
- Dust all mini blinds
- Wash/clean light fixtures and A/C vents

PERFORMED EVERY SIX MONTHS:

- Interior windows
- Steam clean all carpets
- Strip and wax vinyl and tile floors

PERFORMED ONCE PER YEAR

- Wash/clean walls

1

2

PERFORM AS REQUIRED

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- Wet mop floors

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- Dust wall picture frames and partition tops

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- High dust, including walls, light fixtures, vents and ledges above normal reach door ledges

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- Dust/clean baseboards

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EXHIBIT C

Open wall space to create opening to allow for two additional reception counters.

Prep and install flooring (tile and carpet) to affected area.

Patch and paint walls as necessary.

Provide and install electrical for new reception stations.

Provide and install an additional for three (3) light fixtures (4'x2' fixtures).

Relocate two (2) H V A C registers.

Tenant Improvements Amortization Schedule

Year	Monthly	Annual
Year One	\$ 2,161.00	\$ 25,932.00
Year Two	\$ 2,161.00	\$ 25,932.00
Year Three	\$ 2,161.00	\$ 25,932.00

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Mail the completed form to:

County of Fresno
Attn: Lease Services (L-289)
Internal Services Department
2220 Tulare Street, Suite 2100
Fresno, CA 93721-2106

(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:	