

TENANT ESTOPPEL CERTIFICATE

The County of Fresno hereby certifies as follows as of August [___], 2020:

1. The County of Fresno is the Tenant under that certain Lease Agreement dated December 12, 2017, as amended on July 9, 2019 (the “**Original Lease**”) by and between Pontiac 3 & 5, LLC (“**Landlord**”) and County of Fresno (“**Tenant**”), pursuant to which Tenant leases the building located at 250 W. Pontiac Way (formerly known as 200 W. Pontiac Way), Clovis, California containing approximately 95,934 square feet (the “**Premises**”).

2. The Original Lease has not been modified, changed, altered, supplemented or amended in any respect, except as included in Exhibit A hereto, nor have any provisions thereof been waived (the Original Lease, as modified, changed, altered, supplemented, amended or waived, is referred to collectively as the “**Lease**”).

3. A true, correct and complete copy of the Lease, as amended, is attached hereto as Exhibit A.

4. The Lease is valid and in full force and effect on the date hereof. The Lease represents the entire agreement between Landlord and Tenant with respect to the Premises.

5. Except as provided in the Lease, Tenant is not entitled to, and has made no agreement with Landlord concerning, partial rent, rebate of rent payments, credit or offset or reduction in rent. Lessee has not made any agreement with Landlord or its agents or employees concerning free rent.

6. The Lease term began on [_____], 2020 (the “*Commencement Date*”) and the termination date, excluding unexercised renewal terms, is the date that is nineteen (19) years after the Commencement Date. Tenant has accepted possession of, and currently occupies the entire Premises. Tenant has not sublet all or any portion of the Premises to any sublessee, and has not assigned, transferred or encumbered any of its rights or interests under the Lease.

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7. The fixed annual rent payable under the Lease is as follows:

Rent Period Beginning	Office	Monthly	Annual
September 1, 2020	\$1.35/sqft	128,970.90	\$ 1,547,650.80
September 1, 2021	\$1.38/sqft	131,836.92	\$ 1,582,043.04
September 1, 2022	\$1.40/sqft	133,747.60	\$ 1,604,971.20
September 1, 2023	\$1.43/sqft	136,613.62	\$ 1,639,363.44
September 1, 2024	\$1.46/sqft	139,479.64	\$ 1,673,755.68
September 1, 2025	\$1.49/sqft	142,345.66	\$ 1,708,147.92
September 1, 2026	\$1.52/sqft	145,211.68	\$ 1,742,540.16
September 1, 2027	\$1.55/sqft	148,077.70	\$ 1,776,932.40
September 1, 2028	\$1.58/sqft	150,943.72	\$ 1,811,324.64
September 1, 2029	\$1.61/sqft	153,809.74	\$ 1,845,716.88
September 1, 2030	\$1.65/sqft	157,631.10	\$ 1,891,573.20
September 1, 2031	\$1.68/sqft	160,497.12	\$ 1,925,965.44
September 1, 2032	\$1.71/sqft	163,363.14	\$ 1,960,357.68
September 1, 2033	\$1.75/sqft	167,184.50	\$ 2,006,214.00
September 1, 2034	\$1.78/sqft	170,050.52	\$ 2,040,606.24
September 1, 2035	\$1.82/sqft	173,871.88	\$ 2,086,462.56
September 1, 2036	\$1.85/sqft	176,737.90	\$ 2,120,854.80
September 1, 2037	\$1.89/sqft	180,559.26	\$ 2,166,711.12
September 1, 2038	\$1.93/sqft	184,380.62	\$ 2,212,567.44

8. Tenant's security deposit is \$0.00.

9. To the best knowledge of Tenant, no event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would constitute a default by Tenant or, to the best knowledge of Tenant, Landlord under the Lease. Tenant has no existing defenses or offsets against the enforcement of the Lease by Landlord.

10. Tenant has no outstanding options, rights of first refusal or rights of first offer to purchase the Premises or any part thereof and/or the land on which the Premises are situated.

11. The address for notices to be sent to Tenant is as set forth in the Lease.

12. Tenant is the owner and holder of all right, title and interest in the leasehold estate created by the Lease.

13. Tenant acknowledges that Landlord directs that all payments of Base Rent and Additional Rent payable by Tenant to Landlord under the Lease be payable thereunder, when and as due, to Landlord but delivered to Wells Fargo Trust Company, National Association (collectively with its successors and assigns, "**Lender**") at the following address:

Wells Fargo Trust Company, National Association, as Trustee
299 South Main Street, 5th Floor

MAC U1228-051
Salt Lake City, Utah 84111
Reference: FFC Fresno County #3

Tenant further acknowledges that Tenant shall not accept any other directions with respect to the delivery of such payments under the Lease except in writing from Lender or its successors and assigns.

14. Tenant understands that this Certificate is delivered to Lender, so that Landlord may induce Lender to make a certain loan to Landlord, with the understanding that Lender shall rely upon the truth of the matters set forth in this Certificate in making such loan.

15. The undersigned is duly authorized to execute this Certificate on behalf of Tenant.

[Signatures appear on following page]

Dated: July ____, 2020

TENANT:

THE COUNTY OF FRESNO

By: _____
Name: [Robert W. Bash]
Title: [Director of Internal Services/ Chief
Information Officer]

EXHIBIT A

[Complete Copy of Lease and all Amendments]

[see attached]