

LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") is made and entered into this 27th day of April, 2021, by and between the COUNTY OF FRESNO, a political subdivision of the state of California, 333 W. Pontiac Way, Clovis, CA 93611 ("LESSEE") and Apotek Moderna LLC, a California limited liability company whose address is 2037 W. Bullard Ave Suite 243, Fresno, CA 93711 ("LESSOR"). 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 the office space at the location commonly known as 1399 Draper Street, Kingsburg, CA 93631, which is approximately 5,800 square feet, including 5,000 square feet of office space ("Main Floor") and 800 square feet of basement storage space ("Storage") ("Premises"), shown on the attached Exhibit A, which is incorporated by this reference.

2. TERM

The initial term of this LEASE shall be for three (3) years, retroactively commencing on January 1, 2021 through and including December 31, 2023 ("Initial Term"). Upon expiration of the Initial Term, this LEASE shall be renewed automatically for two (2) additional one (1) year periods unless one of the parties provides the other with written notice to the contrary one hundred eighty (180) days prior to the expiration of the then-current LEASE term. In no event shall the term of this LEASE extend beyond December 31, 2025.

3. RENT

LESSEE agrees to pay rent to LESSOR for the Premises on or about the first day of each month according to the following schedule:

Lease Period	Total Monthly Rent
January 1, 2021	\$4,250.00
January 1, 2022	\$4,378.00
January 1, 2023	\$4,509.00
January 1, 2024	\$4,644.00
January 1, 2025	\$4,783.00

1 4. UTILITIES

2 LESSOR shall pay those metered costs for natural gas, electricity, water, garbage, and sewer
3 services associated with LESSEE's use of the Premises. LESSEE shall pay all costs associated with its
4 use of any telecommunication, cable, internet, and security services that LESSEE requires in its use of the
5 Premises.

6 5. USE

7 LESSEE shall use the Premises as office space for its Library Department, or for any County of
8 Fresno department, office, or agency. LESSEE agrees to comply with all applicable laws, ordinances, and
9 regulations in connection with such use.

10 LESSOR covenants that that the Premises are suitable for the intended use. LESSOR further
11 covenants that the Premises are in compliance with all applicable laws, ordinances and regulations,
12 including but not limited to safety regulations, health and building codes, and that the Premises shall remain
13 in such compliance throughout the term of this LEASE. If LESSOR fails to satisfactorily maintain the
14 aforementioned covenants, LESSEE may, with sixty (60) days prior to written notice, terminate this LEASE.

15 6. MAINTENANCE

16 LESSOR shall be responsible for the structural condition of the Premises and for all exterior
17 maintenance and repair to include the roof, walls, structure of the building, painting, parking lot, parking lot
18 lighting, pest and bird control, air conditioning and heating, to include replacing interior air conditioning
19 filters, and exterior and interior plumbing and electrical systems. In addition, LESSOR shall be responsible
20 to maintain and replace the linoleum floor as needed, and shall strip and wax the Main Floor one (1) time
21 per year.

22 LESSOR covenants that the Premises shall be maintained in substantially the same condition as
23 that existing at the commencement of this LEASE. LESSOR also covenants that the Premises shall be
24 reasonably quiet, so that it is usable as an office space, and any excessive noise caused by LESSOR,
25 LESSOR's agents or employees, or other tenants of LESSOR must be remedied by LESSOR. LESSEE
26 shall be responsible for interior maintenance, to include interior plumbing clogs, painting, replacement of
27 light bulbs, janitorial services, and paper supplies. LESSEE shall install lockable coverings for the
28 thermostats that control heating and cooling.

1 7. IMPROVEMENTS TO THE PREMISES

2 LESSOR shall make improvements to the Premises at LESSOR's sole cost and expense.

3 Improvements include the remodeling of existing bathrooms on the Premises, including flooring inside the
4 bathrooms, and in the area outside the bathrooms leading to the north entrance. These improvements shall
5 be made in compliance with Section 8, herein.

6 8. COMPLIANCE WITH ALL LAWS

7 As to the Premises, LESSOR acknowledges public funds are used for payments made by LESSEE
8 under this LEASE. Accordingly, if any work is undertaken at the Premises by or on behalf of LESSOR, it
9 may be deemed a "public works" project, and LESSOR shall comply with, and shall ensure compliance by
10 all contractors and subcontractors with, all applicable laws and regulations, including the payment of
11 prevailing wages pursuant to Section 1770 et. seq. of the Labor Code, and as described herein.

12 In accordance with Labor Code section 1770 et. seq., the Director of the Department of Industrial
13 Relations of the State of California has determined the general prevailing wages rates and employer
14 payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in
15 Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar
16 purposes applicable to the work to be done.

17 Information pertaining to applicable Prevailing Wage Rates may be found on the website for the
18 State of California - Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.
19 Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for
20 State of California - Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/iAppWageStart.asp>.
21 It shall be mandatory upon LESSOR, LESSOR's contractor, and upon any subcontractor to pay not less
22 than the prevailing wage rates, including overtime and holiday rates, to all workers laborers, or mechanics
23 employed for work completed to the Premises under this LEASE, including those workers employed as
24 apprentices. Further, contractor and each subcontractor shall comply with Labor Code sections 1777.5 and
25 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates
26 shall be posted by LESSOR at the job site for any work completed to the Premises under this LEASE,
27 where it will be available to any interested party. LESSOR shall comply with Labor Code section 1775, and
28

1 shall forfeit as a penalty to the County of Fresno Two Hundred Dollars (\$200.00) for each calendar day or
2 portions thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the
3 worker is employed for any work done under this LEASE by LESSOR, LESSOR's contractor, or by any
4 subcontractor under LESSOR in violation of Labor Code section 1770, et seq. In addition to the penalty, the
5 difference between the prevailing wage rates and amount paid to each worker for each calendar day or
6 portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each
7 worker by LESSOR, LESSOR's contractor, or subcontractor.

8 LESSOR, LESSOR's contractor, and subcontractor shall keep an accurate record showing the
9 name, address, social security number, work classification, straight time and overtime hours worked each
10 day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other
11 employee employed by him or her in connection with any work completed to the Premises under this
12 LEASE. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by
13 a written declaration under penalty of perjury stating that the information within the payroll record is true and
14 correct and that LESSOR, LESSOR's contractor, or subcontractor have complied with the requirements of
15 Labor Code sections 1771, 1811 and 1815 for any work performed by their employees on the Premises
16 under this LEASE. These records shall be open at all reasonable hours to inspection by LESSEE, its
17 officers and agents, and to the representatives of the State of California - Department of Industrial
18 Relations, including but not limited to the Division of Labor Standards Enforcement.

19 9. BREACH OF OBLIGATION TO MAINTAIN

20 In the event LESSOR breaches its obligation to maintain the Premises as herein provided,
21 LESSEE shall give written notice to LESSOR within fifteen (15) days of the discovery of such breach.
22 LESSOR shall then have thirty (30) days from the date of notice to cure its breach, provided, however,
23 that if the item of maintenance is of such a nature that it requires more than thirty (30) days to complete,
24 then LESSOR shall have such additional time as is necessary to complete such maintenance, as long
25 as LESSOR commences work on such maintenance within said thirty (30) day period and diligently
26 prosecutes such maintenance to completion. Subject to the foregoing, if the period for cure expires and
27 if, in LESSEE'S reasonable determination, LESSOR has failed to cure, then LESSEE may, at its
28 election:

1 A. Terminate this LEASE upon thirty (30) days written notice to LESSOR. In such case,
2 LESSEE shall have the right to demand LESSOR refund any monies which were paid to
3 LESSOR pursuant to the LEASE, but which were not earned by LESSOR by
4 consequence of its breach. Upon receipt of such demand, LESSOR shall promptly refund
5 all such monies; or

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

10 LESSEE shall be in default of this LEASE without further notice if (a) LESSEE does not pay the
11 Rent or any other amounts payable by LESSEE hereunder within five (5) business days after the date it
12 is due; (b) LESSEE breaches or violates any other provision of this LEASE, provided that if such breach
13 is capable of cure, LESSEE shall have thirty (30) days after LESSOR provides LESSEE with written
14 notice of the breach or violation to cure the same, or if cure shall reasonable take longer than thirty (30)
15 days, such reasonable period of time to effect cure provided LESSEE diligently commences and
16 pursues completion of the cure (LESSOR shall not be required to give such notice or opportunity to cure
17 if LESSEE's failure to perform constitutes a non-curable breach of the LEASE); or (c) LESSEE vacates
18 or abandons the Premises. Any notice required by this Section 9 is intended to satisfy any and all notice
19 requirements imposed by law on LESSOR, and is not in addition to any such requirement.

20 10. DESTRUCTION OR DAMAGE FROM CASUALTY

21 If thirty percent (30%) or more of the Premises is damaged such that it cannot be used for
22 LESSEE's intended purpose or destroyed as a result of fire, earthquake, act of God, or any other
23 identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), then LESSOR shall either
24 promptly and diligently repair the damage at its own cost, or terminate the LEASE as hereinafter provided.

25 A. LESSOR's Election to Repair: If LESSOR elects to repair the Casualty damage to the
26 Premises, then it shall within thirty (30) days after the date of Casualty provide written notice
27 ("Notice of Repair") to LESSEE indicating the anticipated time required to repair. LESSOR shall
28

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

10 B. LESSOR's Election to Terminate Due to Casualty: LESSOR may only elect to
11 terminate the LEASE due to Casualty if: the Premises have been destroyed or substantially
12 destroyed by said Casualty; and the estimated time to repair the Premises exceeds ninety (90)
13 days from the date of the Casualty. LESSOR shall provide LESSEE with written notice of its
14 election to terminate within thirty (30) days after the date of Casualty, specifying a termination
15 date not less than thirty (30) days from the date of said notice.
16

17 C. Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S obligation to pay
18 Rent shall be reduced beginning on the date of the Casualty. Such reduction shall be
19 proportional to the damage caused to the Premises by the Casualty, as determined by LESSEE
20 and approved by LESSOR, which approval shall not be unreasonably withheld. If LESSOR
21 elects to repair the Premises pursuant to the terms of this LEASE, then the rent reduction shall
22 continue until the date of substantial completion of repair.
23

24 D. LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not receive a
25 Notice of Repair from LESSOR within thirty (30) days after a Casualty, or if the anticipated period
26 of repair contained in the Notice of Repair exceeds ninety (90) days, then LESSEE may elect to
27 terminate this LEASE by providing thirty (30) days prior written notice to LESSOR. In such case,
28 LESSEE shall have the right to demand that LESSOR refund any monies which, in the judgment

1 of LESSEE, were paid to LESSOR pursuant to the LEASE but which were not earned by
2 LESSOR by consequence of the Casualty. Upon receipt of such demand, LESSOR shall
3 promptly refund all such monies.

4 11. TERMINATION

5 This LEASE may be terminated if any of the following occur:

6 A. If pursuant to the terms provided herein, either LESSOR or LESSEE has an election to
7 terminate under this LEASE, and LESSOR or LESSEE so elects;

8 B. LESSEE may terminate this LEASE if LESSOR has materially breached any obligation
9 stated in this LEASE;

10 C. NON-FUNDING TERMINATION – This LEASE is contingent on the allocation of funds by
11 a governmental agency. Should funds not be allocated, this LEASE may be terminated by the Board of
12 Supervisors of the County of Fresno, without penalty, by giving at least thirty (30) days prior written notice
13 to LESSOR. LESSEE shall pay to LESSOR, within forty-five (45) days after the LEASE termination date,
14 any unpaid rent accrued prior to the date of termination, and due to LESSOR.

15 Except in the event LESSEE terminates pursuant to Section C. NON-FUNDING TERMINATION
16 above, if either LESSOR or LESSEE chooses to terminate this LEASE as provided herein, then:

- 17 (a) written notice of such termination shall be provided to the other party, and
18 (b) where required by this LEASE, such notice shall specify the reason for termination and,
19 (c) unless otherwise provided in this LEASE, such notice shall have an effective a date of
20 termination of not less than ninety (90) days from the date of such notice.

21 In case of any termination of this LEASE by LESSEE, either the County Administrative Officer,
22 the Director of Internal Services/Chief Information Officer, or the County Librarian, or one of their
23 designees, is authorized to provide such notice to terminate this LEASE.

24 12. REMEDIES/NO ACCELERATION OF FUTURE RENT OR OTHER
25 PAYMENTS/AMOUNTS

26 In the event of a default or breach of this LEASE by LESSEE, LESSOR may at any time thereafter,
27 with or without notice or demand and without limiting LESSOR in the exercise of any right or remedy which
28

1 LESSOR may have by reason of such default or breach exercise any of the following remedies:

2 (a) Terminate Possession. LESSOR may terminate LESSEE's right to possession of the
3 Premises by any lawful means, in which event this LEASE shall terminate, and LESSEE shall immediately
4 surrender the Premises to LESSOR.

5 (b) Perform LESSEE's Obligations. LESSOR may cure any such breach (including without
6 limitation causing any required maintenance or repairs to be made or releasing any lien), and be
7 reimbursed by LESSEE for the costs and expenses related thereto within thirty (30) business days of
8 written demand from LESSOR. Any such amount shall be deemed additional Rent hereunder. LESSOR's
9 performance of any obligation shall not constitute a waiver of LESSEE's default or of any of LESSOR's
10 other remedies with respect thereto.

11 (c) Other Remedies. LESSOR may exercise any other remedies available at law or in equity.

12 (d) Cumulative Remedies. LESSOR's remedies set forth in this paragraph shall be in addition to
13 and not in lieu of all other rights at law or in equity LESSOR may possess.

14 (e) No Acceleration of the Rent. Notwithstanding anything to the contrary contained in this
15 LEASE, or any right or remedy of which LESSOR may otherwise avail itself pursuant to applicable law, any
16 right of LESSOR to recover any Rent as provided in this LEASE shall be without acceleration of any future
17 Rent before it is due and payable hereunder. LESSOR hereby expressly waives its right to accelerate Rent
18 in the event of a termination of this LEASE, pursuant to Civil Code section 1951.2.

19 13. HOLD HARMLESS

20 LESSOR agrees to indemnify, save, hold harmless, and at LESSEE'S request, defend the
21 LESSEE, its officers, agents, and employees from any and all costs and expenses (including attorney's
22 fees and costs), damages, liabilities, claims, and losses occurring or resulting to LESSEE in connection
23 with the performance, or failure to perform, by LESSOR, its officers, agents, or employees under this
24 LEASE, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities,
25 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or
26 damaged by the performance, or failure to perform of LESSOR, its officers, agents, or employees under the
27 LEASE. This LEASE is made upon the expressed condition that the LESSEE is to be free of all liability,
28 damages or injury arising from structural failures of the Leased Premises that are LESSOR's responsibility

1 to maintain, including, but not limited to external walls, glass, doors, roof and floor, unless caused by the
2 negligence or willful misconduct of LESSEE, its officers, agents, employees, or invitees. The parties
3 acknowledge that as between LESSOR and LESSEE, each is responsible for the negligence of its own
4 employees and invitees.

5 The provisions of this Section 13 shall survive the termination of this LEASE.

6 14. INSURANCE

7 LESSOR shall, at its sole expense, maintain in full force and effect during the term of this LEASE
8 the following policies of insurance:

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million Dollars
11 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
12 policy shall be issued on a per occurrence basis.

13 B. Fire Insurance and Extended Coverage

14 LESSOR shall add LESSEE as an additional loss-payee thereon.

15 C. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
18 used in connection with this LEASE.

19 D. Worker's Compensation

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

21 Additional Requirements Relating to Insurance

22 LESSOR shall obtain endorsements to the Commercial General Liability insurance naming the
23 County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured,
24 but only insofar as the operations under this LEASE are concerned. Such coverage for additional insured
25 shall apply as primary insurance and any other insurance, or self-insurance, maintained by LESSEE, its
26 officers, agents and employees shall be excess only and not contributing with insurance provided under
27 LESSOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty
28 (30) days advance written notice given to LESSEE.

1 LESSOR hereby waives its right to recover from LESSEE, its officers, agents, and employees any
2 amounts paid by the policy of worker's compensation insurance required by this LEASE. LESSOR is solely
3 responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of
4 subrogation, but LESSOR's waiver of subrogation under this paragraph is effective whether or not LESSOR
5 obtains such an endorsement.

6 Within Thirty (30) days from the date LESSOR signs and executes this LEASE, LESSOR shall
7 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
8 required herein, to the County of Fresno, Internal Services Department, Attention: Director of Internal
9 Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612, stating that such insurance
10 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and
11 employees will not be responsible for any premiums on the policies; that for such worker's compensation
12 insurance the LESSOR has waived its right to recover from LESSEE, its officers, agents, and employees
13 any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that
14 such Commercial General Liability insurance names the County of Fresno, its officers, agents and
15 employees, individually and collectively, as additional insured, but only insofar as the operations under this
16 LEASE are concerned; that such coverage for additional insured shall apply as primary insurance and any
17 other insurance, or self-insurance, maintained by LESSEE, its officers, agents and employees, shall be
18 excess only and not contributing with insurance provided under LESSOR's policies herein; and that this
19 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
20 given to LESSEE.

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

24 All policies shall be issued by admitted insurers licensed to do business in the State of California,
25 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
26 FSC VII or better.

27 15. SURRENDER OF POSSESSION

28 Upon the expiration or termination of this LEASE, LESSEE shall surrender Premises to LESSOR in

1 such condition as existing at the commencement of this LEASE, less reasonable wear and tear, less the
2 effects of any Casualty as herein defined, and less the effects of any breach of LESSOR's covenant to
3 maintain. LESSEE shall not be responsible for any damage which LESSEE was not obligated hereunder to
4 repair.

5 16. FIXTURES

6 LESSOR agrees that any equipment, fixtures or apparatus installed in or on the Premises by
7 LESSEE shall continue to be the property of LESSEE, and may be removed by LESSEE at any time.
8 LESSEE shall repair any damage caused by the removal of fixtures. Any fixtures not removed when
9 LESSEE surrenders possession shall become the property of LESSOR. Notwithstanding anything to the
10 contrary in this Section 16, LESSEE has no right to make any alterations, improvements, or additions to the
11 Premises without LESSOR's prior written consent, which shall not be unreasonably withheld.

12 17. HOLDING OVER

13 If LESSEE fails to surrender the Premises at the expiration of the term of this LEASE, with or
14 without consent of LESSOR, said holdover shall result in the creation of a tenancy from month to month at
15 110% of the monthly rent in effect for the last month prior to termination hereof, payable on the first day of
16 each month during said month-to-month tenancy. Nothing herein shall be construed to grant LESSEE a
17 right to hold over at the expiration of the Term without the express written consent of LESSOR. All other
18 terms and conditions of this LEASE shall remain in full force and effect, and be fully applicable to any
19 month-to-month tenancy hereunder. LESSEE shall also pay all actual damages sustained by LESSOR by
20 reason of such retention.

21 18. RIGHT OF ENTRY

22 LESSOR, or its representative(s), upon giving twenty-four (24) hours notice (excepting
23 emergencies), shall have the right to enter the Premises at any time during business hours, or at such other
24 time as LESSEE deems appropriate, to verify LESSEE's compliance with the terms of this LEASE, and to
25 make any required alterations, repairs or improvements to the Premises. The normal business of LESSEE
26 or its invitees shall not be unnecessarily inconvenienced.

27 19. AMENDMENT

28 This LEASE may be amended in writing by the mutual consent of the parties without in any way

1 affecting the remainder.

2 20. NON-ASSIGNMENT

3 Neither party shall assign, transfer or sub-contract this LEASE, or the rights or duties under this
4 LEASE, without the prior written consent of the other party.

5 21. INDEPENDENT CONTRACTOR

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

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

23 22. NOTICES

24 The persons and their addresses having authority to give and receive notices under this LEASE
25 include the following:

26 LESSEE
27 COUNTY OF FRESNO
28 Director of Internal Services/Chief
Information Officer
333 W. Pontiac Way

LESSOR
Apotek Moderna LLC
1515 Draper Street
Kingsburg, CA 93631

1 Clovis, CA 93612

2 All notices between the LESSOR and LESSEE provided for or permitted under this LEASE must be
3 in writing and delivered either by personal service, by first-class United States mail, by an overnight
4 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service
5 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective
6 three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the
7 recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY
8 business day after deposit with the overnight commercial courier service, delivery fees prepaid, with
9 delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic
10 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed
11 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next
12 beginning of a COUNTY business day), provided that the sender maintains a machine record of the
13 completed transmission. For all claims arising out of or related to this LEASE, nothing in this section
14 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
15 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
16 beginning with section 810).

17 23. AUDITS AND INSPECTIONS

18 At the request of LESSEE, LESSOR shall at any time during business hours and as often as
19 LESSEE may deem necessary, make available to LESSEE for examination and audit all of its records and
20 date with respect to those matters covered by this LEASE. LESSOR shall, upon request by LESSEE,
21 permit LESSEE to audit and inspect all of such records and data necessary to ensure LESSOR's
22 compliance with the terms of the LEASE.

23 If this LEASE exceeds ten thousand dollars (\$10,000), LESSOR shall be subject to the examination
24 and audit of the California State Auditor for a period of three (3) years after final payment under contract.
25 (Government Code Section 8546.7).

26 24. ESTOPPEL CERTIFICATE

27 LESSEE shall, at any time upon not less than sixty (60) days' prior written request by LESSOR,
28 execute, acknowledge and deliver to LESSOR a written estoppel certificate, in a form satisfactory to

1 LESSEE, certifying that this LEASE is unmodified and in full force and effect (or, if there have been
2 modifications, that the same is in full force and effect as modified and stating the modifications) and, if
3 applicable, the dates to which the Rent and any other charges have been paid in advance. Any such
4 statement delivered pursuant to this Section 24 may be relied upon by third persons, including a
5 prospective purchaser or encumbrancer of the Premises.

6 LESSEE's failure to execute and deliver an estoppel certificate within sixty (60) days after
7 LESSEE's receipt of LESSOR's written request shall be conclusive upon LESSEE that this LEASE is in full
8 force and effect, without modification except as may be represented by LESSOR, that there are no uncured
9 defaults in LESSOR's performance, that not more than one month's rental has been paid in advance, and
10 that all other statements required to be made in the estoppel certificate are conclusively made.

11 25. SUBORDINATION AND ATTORNMENT

12 At LESSOR's option, this LEASE shall be subordinated to any mortgage or deed of trust which is
13 now or shall hereafter be placed upon the Premises, and LESSEE agrees to execute and deliver any
14 instrument which may be necessary to further effect the subordination of the LEASE to any such mortgage
15 or deed of trust; provided, however, that such instrument of subordination shall provide, or the mortgagee
16 or beneficiary of such mortgage or deed of trust otherwise shall agree in writing in recordable form delivered
17 to LESSEE, that the mortgagee or beneficiary, including their successors and assigns, recognize
18 LESSEE's leasehold interest under this LEASE, and that so long as LESSEE is not in default under this
19 LEASE, foreclosure of any such mortgage or deed of trust or sale pursuant to exercise of any power of sale
20 thereunder, or deed given in lieu thereof, shall not affect this LEASE, and that LESSEE shall not be
21 disturbed in its quiet enjoyment of the LEASE, but such foreclosure or sale, or deed given in lieu thereof,
22 shall be made subject to this LEASE, which shall continue in full force and effect, binding on LESSEE, as
23 lessee, and the transferee, as lessor. LESSEE shall attorn to the transferee as if said transferee was
24 LESSOR under this LEASE.

25 26. AUTHORITY

26 The individual(s) executing this LEASE on behalf of LESSOR and LESSEE each represent and
27 warrant to the other party that they are fully authorized and legally capable of executing this LEASE on
28 behalf of LESSOR or LESSEE, as applicable, and that such execution is binding upon each such party.

1 27. COUNTERPARTS; ELECTRONIC SIGNATURES

2 This LEASE may be executed in one or more counterparts, each of which will be deemed an
3 original and all, taken together, will constitute one and the same instrument.

4 The parties agree that this LEASE may be executed by electronic signature as provided in this
5 section. An "electronic signature" means any symbol or process intended by an individual signing this
6 LEASE to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of
7 an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF
8 document) of a handwritten signature. Each electronic signature affixed or attached to this LEASE (1) is
9 deemed equivalent to a valid original handwritten signature of the person signing this LEASE for all
10 purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2)
11 has the same force and effect as the valid original handwritten signature of that person. The provisions of
12 this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic
13 Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a
14 digital signature represents that it has undertaken and satisfied the requirements of Government Code
15 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon
16 that representation. This LEASE is not conditioned upon the parties conducting the transactions under it by
17 electronic means and either party may sign this LEASE with an original handwritten signature.

18 28. GOVERNING LAW

19 Venue for any action arising out of or related to this LEASE shall only be in Fresno County,
20 California.

21 The rights and obligations of the parties and all interpretation and performance of this LEASE shall
22 be governed in all respects by the laws of the State of California.

23 29. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

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

6 30. ENTIRE LEASE

7 This LEASE constitutes the entire agreement between the LESSOR and LESSEE with respect to
8 the subject matter hereof, and supersedes all previous leases, negotiations, proposals, commitments,
9 writings, advertisements, publications, and understandings of any nature whatsoever unless expressly
10 included in this LEASE.

11 This LEASE shall be binding on and inure to the benefit of LESSOR's heirs, successors, and
12 assigns.

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1 IN WITNESS WHEREOF, the parties hereto have executed this LEASE as of the day and year first
2 hereinabove written.

3
4 **LESSOR**

COUNTY OF FRESNO

5 _____
6 (Authorized Signature)

_____ Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

7 Clinton J. Brock, Managing Member

8 _____
9 Print Name & Title

10 _____
11 1515 Draper Street

12 _____
13 Kingsburg, CA 93631

14 _____
15 Mailing Address

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

16 By: _____
17 Deputy

18 FOR ACCOUNTING USE ONLY:

19 Fund: 0107

20 Subclass: 10000

21 ORG: 75112015

22 Account: 7340

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Exhibit A

Premises

Fresno County Library, Kingsburg Branch

1399 Draper Street, Kingsburg, CA 93631



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(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:	