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TRIPLE NET LEASE AGREEMENT

This Triple Net Lease Agreement (“Agreement”) is dated August 20, 2024, and is between Jeff Jue and Velvet Jue, as trustees of the Jeff & Velvet Jue Family Trust, dated August 10, 2011 (the “Jue Family Trust,” collectively, “Lessor”), and the County of Fresno, a political subdivision of the State of California (“Lessee”). Lessor and Lessee may be referred to in this Lease individually as a “Party” or collectively at times as the “Parties.”

1. PREMISES

Lessor hereby leases to Lessee, pursuant to the terms and conditions of this Lease, the retail space at the location commonly known as 6074 N. 1st Street, Fresno CA 93710 (the “Building”), as depicted on the attached Exhibit “A,” Site Plan, commencing upon Lessor’s completion, at its sole cost and expense, of Lessor’s Improvements (as defined in Section 8 hereof) to the Building and availability of the Building for Lessee’s occupancy under Section 3.1 hereof, together with associated landscaping therein (collectively, the “Premises”), which Premises is located on the Real Property, as depicted in Exhibit “B,” Legal Description, and all of which is within that certain shopping center, as depicted on such Site Plan (the “Shopping Center”). Lessor represents, covenants, and warrants to Lessee that Lessor is the sole owner in fee title of the Shopping Center (but excluding the parcels, buildings, and related parking stalls upon which the Starbucks, Rally’s and Sinclair station occupy as of the Effective Date (as defined in Section 3.1 hereof), each depicted on such Site Plan as “Not Part of Center”). Lessee and its customers and invitees shall also have the non-exclusive right to use all paved parking stalls, as depicted on such Site Plan, in the Shopping Center for parking vehicles on and in such parking stalls provided that Lessor may, from time to time, conduct temporary community activities on portions of the parking lot as long as such activities do not substantially interfere with Lessee’s and its customers’ and invitees’ use of the parking lot and the Premises, and Lessor provides Lessee written notice of the date(s) and nature of the activity(ies) at least 20 days in advance thereof, and Lessee provides Lessor written notice of its approval of the activity(ies) at least 10 days in advance of the

1 activity(ies). As of the Effective Date, Lessor represents, covenants, and warrants to Lessee
2 that there are at least 360 paved parking stalls in the Shopping Center available for such use.
3 Lessor agrees to maintain at least 260 paved parking stalls in the Shopping Center available
4 for such use continuing thereafter throughout the Term (as defined in Section 3.1 hereof).
5 Lessor represents, covenants, and warrants to Lessee that the Building is a single-story
6 building measuring approximately 21,440 square feet, the footprint of which is shown in such
7 Site Plan (the "Building Square Footage"). Lessee acknowledges that the square footage of
8 the Real Property or any buildings referenced herein has not been independently verified and
9 may vary slightly from any square footages set forth in this Lease.

10 1.1 Compliance with Laws. Lessor shall, at its sole cost and expense, comply with all
11 applicable federal, state, and local laws and regulations in the performance of its obligations
12 under this Lease, including, but not limited to, workers compensation, labor, and
13 confidentiality laws and regulations. Lessor represents, covenants, and warrants to Lessee
14 that the Real Property including the Premises, upon completion of Lessor's Improvements (as
15 defined in Section 8 hereof) to the Building, and continuing thereafter throughout the Term (as
16 defined in Section 3.1 hereof) shall be in compliance with all applicable federal, state and
17 local laws, ordinances and regulations, including but not limited to human occupancy and
18 safety laws and regulations, health and building codes. By way of example of the foregoing
19 obligations of Lessor, and not as a limitation on any of Lessor's obligations, herein, Lessor
20 shall, with respect to the Real Property, including the Premises, be solely responsible for all
21 applicable seismic safety requirements as set forth in the most current edition of the California
22 Building Code (CBC) adopting the ICC International Code Conference, Title 24 of the
23 California Code of Regulations, and with respect to the Premises, all applicable then-current
24 requirements for accessibility by persons with disabilities, including, but not limited to, the
25 Americans With Disabilities Act (42 United States Codes, secs. 12101, *et seq.*), and all
26 related guidelines, standards, and regulations), and all applicable laws and regulations
27 concerning the presence of mold and mold contamination in buildings, and the presence of
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1 asbestos and asbestos containing materials and in buildings. This Section 1.1 excludes any
2 future improvements that may be made by Lessee to the Premises. If, at any time during the
3 Term (as defined in Section 3.1 hereof), Lessor receives notice of any inquiry, investigation,
4 proceeding, or claim by any government agency concerning the subject of this Section 1.1,
5 Lessor shall (i) give Lessee written notice thereof, including copies of any claims, notices of
6 violation, reports, or other writings received by Lessor, within five (5) calendar days after
7 receiving such notice, or such related documents, (ii) shall promptly give Lessee copies of
8 any further correspondence, including notices received by Lessor or provided by Lessor to
9 such governmental agency concerning the subject thereof, and (iii) shall promptly take
10 corrective action to resolve such inquiry, investigation, proceeding, or claim by such
11 government agency, and promptly give Lessee notice upon the completion of such corrective
12 action. Notwithstanding anything to the contrary in this Lease, any approval by Lessee of any
13 of Lessor's Improvements (as defined in Section 8 hereof) to produce the Premises shall not
14 relieve Lessor of its obligations under this Section 1.1 or be deemed as a waiver of Lessee's
15 rights to enforce this Section 1.1.

16 1.2 Lessee's Exclusive Use of the Premises. Lessor represents, covenants, and warrants to
17 Lessee that the Building, which shall be improved by Lessor, at its sole cost and expense,
18 with Lessor's Improvements (as defined in Section 8 hereof) to produce the Premises, shall
19 be immediately available to Lessee for its exclusive use under this Lease commencing as of
20 the Rent Commencement Date (as defined in Section 3.1 hereof) and continuing thereafter
21 throughout the Term (as defined in Section 3.1 hereof). Lessee shall use the Premises as a
22 County library for the public, which use may include those activities and functions related to
23 the library's services to the public. Lessor acknowledges that such use by Lessee include
24 Lessee's customers and invitees, who are members of the public, and that Lessor's
25 performance of its obligations under this Lease take into account such public use. Lessee, in
26 its discretion, may rename the library, upon 30 days' notice to Lessor.

27 1.3 Quiet Enjoyment. As long as there is no uncured default on the part of Lessee under
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1 this Lease, Lessor represents, covenants, and warrants to Lessee that (a) Lessee shall
2 have the exclusive quiet use and enjoyment of the Premises commencing upon the Delivery
3 Date (as defined in Section 3.1 hereof) and continuing thereafter throughout the Term (as
4 defined in Section 3.1 hereof), and (b) none of the Shopping Center's tenants, shall (or shall
5 cause their customers and invitees, or shall cause or allow their contractor) to engage in
6 activities that directly or otherwise substantially interfere with Lessee's exclusive quiet use
7 and enjoyment of the Premises.

8 1.4 Land Use and Permits. Lessor represents, covenants, and warrants to Lessee that as of
9 the date that as of the Rent Commencement Date (as defined in Section 3.1 hereof), all
10 required and applicable land use approvals and permits have been obtained and are final and
11 complete, in order to allow for Lessee's intended use of the Premises under this Lease
12 commencing as of such Rent Commencement Date and continuing thereafter throughout the
13 Term (as defined in Section 3.1 hereof).

14 1.5 Signage. As may be approved by the City of Fresno, provided that the City of Fresno has
15 such right of approval, Lessee, at its sole cost and expense, shall have the right to fabricate
16 and install a signage panel identifying Lessee's name, library branch name, and logo, and
17 use of the Premises as a public library, on one-half (1/2) of the signage area available on the
18 existing pillar sign located near the Premises along First Street, with the design and
19 specifications of such signage area to be subject to Lessor's prior written approval, which
20 shall not be unreasonably withheld or delayed.

21 2. HAZARDOUS MATERIAL

22 2.1 Generally. Lessor shall deliver the Premises to Lessee so that there shall not be, as of
23 the Commencement Date, as defined in Section 3.1 hereof, any Hazardous Material (as that
24 term is defined below) present, stored, or disposed of in, under, or about the Premises in
25 violation of any Environmental Laws (as that term is defined below). Lessor represents,
26 covenants, and warrants to Lessee that, to Lessor's knowledge, as of the Effective Date,
27 there have not been: (i) any inquiries, investigations, proceedings, or claims by any
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1 government agencies or other persons regarding the presence of Hazardous Material on,
2 under, or about the Premises, or (ii) any release reports or commitment statements, as those
3 terms are defined in California Civil Code Section 850, issued with respect to the Premises.

4 Subject to the first sentence of this Section 2.1, neither Party shall cause or permit any
5 Hazardous Material to be generated, brought onto, used, stored, or disposed of in, under, or
6 about the Premises by such Party or its agents, employees, contractors, tenants (Lessor
7 only), customers, or invitees, except for such substances that are required and lawfully used,
8 stored, and disposed of in the ordinary course of Lessor's performance of its obligations
9 under this Lease, or of Lessee's operations conducted at the Premises, or are otherwise
10 approved by Lessor, which approval shall not be unreasonably withheld or delayed. Each
11 Party shall:

- 12 a. Use, store, and dispose of all such permitted Hazardous Material in strict
13 compliance with all applicable laws and regulations that relate to public health and
14 safety and protection of the environment ("Environmental Laws"), including,
15 without limitation, those Environmental Laws identified below; and
- 16 b. Otherwise comply throughout the Term (as defined in Section 3.1 hereof) with all
17 Environmental Laws.

18 2.2 Notice. – If, at any time during the Term (as defined in Section 3.1 hereof), either Lessor
19 or Lessee becomes aware of (i) any actual or threatened release of any Hazardous Material
20 on, under, or about the Premises, or (ii) any inquiry, investigation, proceeding, or claim by any
21 government agency or other person regarding the presence of Hazardous Material on, under,
22 or about the Premises, that Party shall give the other Party written notice of the release or
23 investigation within five (5) calendar days after learning of it, and shall simultaneously furnish
24 to the other Party copies of any claims, notices of violation, reports, or other writings received
25 by the Party providing notice that concern the release or investigation.

26 2.3 Definition – As used in this Section 2, the term "Hazardous Material" shall mean any
27 hazardous or toxic substance, material, or waste at any concentration that is or becomes
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1 regulated by the United States, the State of California, or any local government authority having
2 jurisdiction over the Building. "Hazardous Material" includes, without limitation:

- 3 a. Any "hazardous substance," as that term is defined in the Comprehensive Environmental
4 Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code
5 Sections 9601-9675);
- 6 b. "Hazardous waste," as that term is defined in the Resource Conservation and Recovery
7 Act of 1976 (RCRA) (42 United States Code Sections 6901-6992k);
- 8 c. Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or
9 substance, within the meaning of any other applicable laws and regulations (including
10 applicable consent decrees and administrative orders imposing liability or standards of
11 conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or
12 hereafter in effect);
- 13 d. Petroleum products;
- 14 e. Radioactive material, including from any source, special nuclear, or byproduct material as
15 defined in 42 United States Code Sections 2011-2297b-7;
- 16 f. Asbestos in any form or condition; and
- 17 g. Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

18 The provisions of this Section 2 shall survive the termination of this lease.

19 3. EFFECTIVE DATE; DELIVERY DATE; RENT COMMENCEMENT DATE; TERM.

20 3.1 This Lease is effective on the date of execution hereof by the Parties (the "Effective
21 Date"), and Lessee's obligation to pay Rent (as defined in this Section 4 hereof) shall
22 commence on the earlier of the following dates (the "Rent Commencement Date"): (i)
23 Lessor's delivery of the Premises to Lessee with Lessor's Improvements made to the
24 Premises pursuant to Section 8 hereof, and substantially completed (the "Delivery Date"); or
25 (ii) the date on which Lessee operates and opens the Premises to the general public,
26 whichever shall occur first. For purposes of this Section 3, "substantially completed" shall
27 mean that Lessor has obtained from the City of Fresno and delivered to Lessee a permit to
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1 occupy the Premises, that the Premises, including Lessor's Improvements to the Premises
2 pursuant to Section 8 hereof, is complete in all respects except for minor punch list items that
3 can and shall be completed within thirty (30) calendar days from the Delivery Date, and that
4 while such minor items have not yet been completed during such period, their incomplete
5 condition does not interfere with Lessee's intended use of the Premises under this Lease.
6 Lessor's failure to cause the Premises to be "substantially complete" shall not obligate Lessee
7 to occupy the Premises or pay Rent or any other amounts under this Lease. The Parties
8 shall, contemporaneously with such delivery by Lessor of the City of Fresno permit to occupy
9 the Premises to Lessee, mutually execute a certificate that confirms the Rent
10 Commencement Date. The term of this Lease shall commence on the Effective Date, and
11 shall continue for a period of six (6) years following the Rent Commencement Date (the
12 "Term") it being understood that each "year" for purposes of this Lease is measured
13 commencing the anniversary Rent Commencement Date. Lessor shall use commercially
14 reasonable efforts to acquire and deliver to Lessee a permit to occupy the Premises not later
15 than 360 days following the Effective Date, but such failure of Lessor to so perform by such
16 date shall not constitute a breach of this Lease or subject Lessor to liability hereunder and
17 Lessee shall not be obligated to pay Rent until Lessor delivers possession of the Premises.

18 3.2 Extension. As long as Lessee is not in default or breach of this Lease, the Term (as
19 defined in Section 3.1 hereof) may be extended for no more than four (4), successive one- (1)
20 year periods on the same terms and conditions of this Lease existing as of each such
21 extension. These extensions shall be automatic unless notice is provided by Lessee to Lessor
22 at least one hundred eighty (180) calendar days before the first day of the next one-year
23 extension period. The extension of this Lease by Lessee is not a waiver or compromise of
24 any default or breach of this Lease by Lessor existing at the time of the extension whether or
25 not known to Lessee.

26 4. RENT.

27 4.1 Lessee's Debt Limitation. – Notwithstanding anything to the contrary in this Lease, (i)
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1 Lessee's obligation to pay Rent (as defined in this Section 4) and any other amounts payable
 2 under this Lease, shall commence upon the Rent Commencement Date, and shall be subject
 3 to Lessee's constitutional debt limitation (Article XVI, Section 18 of the California
 4 Constitution), and (ii) in no event shall Lessee's obligation to pay Rent and any other amounts
 5 payable under this Lease, be or interpreted to be, debt within the meaning of Lessee's
 6 constitutional debt limitation (Article XVI, Section 18 of the California Constitution).

7 4.2 Base Rent. – Commencing as of the Rent Commencement Date and continuing
 8 thereafter throughout the Term (as defined in Section 3.1 hereof), in consideration for
 9 Lessee's use of the Premises, Lessee shall pay to Lessor without offset, demand or prior
 10 notice, with the exception of an offset for abatement pursuant to Section 16 hereof, on or
 11 before the first of each month base rent, in the monthly rate ("Base Rent") schedule as
 12 follows:

Year of the Lease	Cost Sq/Ft based on Building Square Footage (defined in Section 1 hereof)	Monthly Rent	Annual Rent
Year 1	\$2.21	\$47,382.40	\$568,588.80
Year 2	\$2.28	\$48,803.87	\$585,646.46
Year 3	\$2.34	\$50,267.99	\$603,215.86
Year 4	\$2.41	\$51,776.03	\$621,312.33
Year 5	\$2.49	\$53,329.31	\$639,951.70
Year 6	\$2.56	\$54,929.19	\$659,150.25
Year 7	\$2.64	\$56,577.06	\$678,924.76
Year 8	\$2.72	\$58,274.38	\$699,292.51
Year 9	\$2.80	\$60,022.61	\$720,271.28
Year 10	\$2.88	\$61,823.28	\$741,879.42

23 While the Building Square Footage (as defined in Section 1 hereof) may have been used in
 24 Lessor's marketing of the Premises for purposes of comparison, the Parties agree that the
 25 Base Rent stated herein is NOT tied to actual square footage of the Building and is not
 26 subject to adjustment should the actual size be determined to be different.

27 4.3 Additional Rent. – Lessee shall also pay such amounts incurred by Lessor as follows:
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(A) Specifically with respect to the Premises, as necessary for the payment of the following items: (i) maintenance costs and expenses as provided in Section 6 hereof; (ii) except as otherwise provided in this Section 4.3 and Section 7 hereof, property insurance costs incurred and all real property tax on the Premises (including any fees, taxes or assessments against, or as a result of, any Lessee improvements installed on the Premises by or for the benefit of Lessee) at any time during the Term (as defined in Section 3.1 hereof), and Lessor may pay said real property taxes and Lessee shall reimburse Lessor for the amount of such tax payment, however, Lessee is not responsible in any event for any increase in real property tax amounts due to change in the ownership of the Shopping Center, including the Premises, pursuant to Section 7 hereof; and (iii) insurance costs incurred under Section 22 hereof, and pursuant to Section 7 hereof, with respect to the Premises, (iv) all personal property taxes, which are taxes charged against trade fixtures, furnishings, equipment or any other personal property which are taxable to Lessee; and (v) Lessee agrees to reimburse Lessor monthly for fixture charges and/or water tariffs, if applicable, which are charged by local utility companies; Lessee's annual estimated charges for the costs and expenses under this Section 4.3(A) shall be calculated as of the date that Lessor delivers to Lessee the Estimated Cost Statement under Section 4.5 hereof for each calendar year; and

(B) A monthly common area maintenance ("CAM") fee (as defined below), equal to Lessee's share of the CAM provided as follows: Lessee's proportionate share of the CAM costs shall be equal to the ratio of Lessee's ground floor square footage (21,440 square feet) of the Premises, to the total square footage of all building space in the shopping center (75,718 square feet) (but which square footage varies according to the specific line item of the operating costs involved depending on whether certain tenants provide or pay for certain services or costs directly), as set forth in the "CAM Fee Detail," Exhibit F-1. Such references to the total square footage of all building

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space shall not take into account whether tenants are occupying building spaces or any portions thereof in the shopping center. Lessee's annual estimated CAM fee shall be part of the Estimated Cost Statement under Section 4.5 hereof for each calendar year and shall provide the square footage ratio used as applied to a particular line-item operating cost;

(C) Collectively, all such amounts in Section 4.4 (A) and (B) hereof shall be "Additional Rent."

(D) For purposes of this lease "common area maintenance," or "CAM," shall mean the total cost and expense incurred by Lessor in operating and maintaining the Shopping Center (exclusive of all building spaces in the Shopping Center regardless of their occupancy) and its common facilities and common areas, actually used or available for use by the Lessee and Lessee's employees, agents, customers and invitees, and which shall be limited to those CAM categories listed in Exhibit F-1. For clarification, there shall be a reasonable management fee as provided in Section 4.5 hereof. Furthermore, the cost for any paving and repaving of any portion of the Shopping Center's parking lot shall be amortized over the useful life of such paving or repaving, as reasonably determined by Lessor. The CAM category entitled "General repairment" shall include maintenance to fencing and signs, the cost of upkeep and maintenance of plumbing, electrical, mechanical, or other installations, equipment, and systems for providing utilities and services to tenants, and reasonable reserves. The CAM fees shall further include the actual cost of property taxes attributable to Lessor (except that Lessee shall not be responsible for reimbursing Lessor for any interest, penalties, or charges due to Lessor's late payment of, or failure to pay, such property taxes). The CAM costs shall also include costs associated with capital improvements, but with such costs to be amortized over the useful life of the improvement, as reasonably determined by Lessor, bearing a rate of interest not to exceed 9%

1 percent. The parties agree to discuss and deal in good faith if there are other
2 Shopping Center operating and maintenance costs not identified above and in
3 Exhibit F-1 that Lessor believes should be included in the CAM costs. Finally,
4 Base Rent, together with Additional Rent, shall be defined as "Rent."

5 4.4 Rent Commencement Date. – If the Rent Commencement Date (as defined in Section
6 3.1 hereof does not fall on the first day of a month, the first Rental payable under this
7 Section 4 shall be prorated in an amount equal to the number of days in that month from
8 and after the Rent Commencement Date relative to the total number of days in that month.
9 Thereafter, Lessee shall pay each month's Rent during the Term (as defined in Section 3.1
10 hereof) on or before the first of each month, in accordance with this Section 4.

11 4.5 Estimated Cost Statement – On or before forty-five (45) calendar days prior to each
12 calendar year during the Term, Lessor shall deliver to Lessee a written statement ("Estimated
13 Cost Statement") itemizing each of the estimated amounts that constitute Additional Rent,
14 based on such itemized amounts for such year. The Estimated Cost Statement shall be
15 provided in a format similar to Exhibit F and F-1, and delivered (or emailed) to Lessee,
16 pursuant to Section 30 hereof, at the following address:

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18	County of Fresno
19	Director of Internal Services
20	Attention: Time Sensitive
21	333 W. Pontiac Way
22	Clovis, CA 93612
23	County of Fresno
24	Email: sixjewels@gmail.com ;
25	jhowell@danabutcher.com

26 The amounts set forth in the Estimated Cost Statement, Exhibit F, including the "CAM Detail,"
27 Exhibit F-1, shall serve as the amounts of estimated Additional Rent for Lease Year 1.
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1 4.6 Actual Cost Statement – Within ninety (90) calendar days after the end of each year
2 during the Term, Lessor shall deliver to Lessee at the address specified in Section 4.5
3 hereof, a written statement (“Actual Cost Statement”) itemizing the total actual amount of
4 the Additional Rent for such year. Copies of all supporting documents for each of such
5 items of the Additional Rent can be made available upon reasonable request. If the total
6 amount of the Actual Costs Statement is less than the amount of the Estimated Cost
7 Statement for the relevant year, Lessor shall have the option to either apply the
8 overpayment against Lessee’s future payments or refund the amount overpaid to Lessee
9 within thirty (30) calendar days after the date that Lessor delivered the Actual Cost
10 Statement to Lessee. If the total amount of the Actual Costs Statement is more than the
11 amount of the Estimated Cost Statement for the relevant year (“Excess Costs”), Lessee
12 shall pay such Excess Costs to Lessor within thirty (30) calendar days after its receipt of the
13 Actual Cost Statement, except that (a) to the extent that the Excess Costs are more than
14 fifteen percent (15%) of the Estimated Cost Statement for the relevant year (“Excess Costs
15 Above 15%”), or (b) if Lessee has requested, but not received, supporting documents for
16 any Excess Costs within fifteen (15) calendar days thereafter (“Excess Non-Documented
17 Costs”), Lessee shall not be obligated to pay Excess Costs Above 15%, or Excess Non-
18 Documented Costs, unless and until Lessor provides substantiating documentation. The
19 Parties shall attempt in good faith to resolve any disagreement regarding the Actual Cost
20 Statement within sixty (60) calendar days of the date that Lessor delivers the Actual Cost
21 Statement to Lessee (or the later date that Lessor provides any additional documentation),
22 provided however, if Lessee continues to disagree with Lessor, Lessee shall pay the
23 disputed amounts promptly following the end of such sixty (60) calendar day period (or the
24 later date that Lessor provides any additional documentation), but such payment shall be
25 subject to Lessee’s right to pursue any remedy allowed by law with respect to such disputed
26 amount.

27 4.7 Approval – As to Lessee, any one of the following is hereby authorized to, and may
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1 individually, give any comment on, or approval or disapproval of, any amounts charged or to
2 be charged by Lessor under Sections 4.5 and 4.6 hereof and to participate in any attempt to
3 resolve any disputed amount with Lessor: Lessee's County Administrative Officer or his or her
4 designee; or Lessee's Director of Internal Services/CIO of the Internal Services Department,
5 or his or her designee ("Lessee's Director of ISD/CIO").

6 4.8 Management Fee – As stated in Section 4.3 hereof, a portion of the Shopping Center's
7 CAM costs include a reasonable management fee. The parties agree that such management
8 fee will be the costs actually paid by Lessor to a management company under then-current
9 agreed-upon rates between Lessor and management company provided that such costs shall
10 be reasonable for the types of management costs incurred ("Management Fee"). This
11 Management Fee shall be divided into equal 1/12 (or pro-rated for any partial month)
12 payments and billed to Lessee with the Additional Rent described in Section 4.3 hereof. The
13 Management Fee shall be subject to the same true-up process as to Additional Rent.

14 5. UTILITIES AND MAINTENANCE – Lessee shall make timely, direct payment of all
15 amounts owed to third party service providers for utilities. Lessee shall be solely responsible
16 for and promptly pay directly to the appropriate supplier, all charges for natural gas, propane
17 gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and
18 services supplied to the Premises throughout the Term (as defined in Section 3.1 hereof). In
19 no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to
20 the Premises unless Lessor causes or allows damage to any infrastructure that supplies such
21 utilities. Lessee agrees to reimburse Lessor monthly for fixture charges and/or water tariffs, if
22 applicable, which are charged by local utility companies. Lessee shall be solely responsible
23 for and promptly pay all fees related to janitorial services within the Premises.

24 6. MAINTENANCE

25 Lessor shall be responsible for the structural condition of the Premises and for exterior
26 maintenance, including, electrical, the Building's HVAC systems including servicing and
27 replacement, if necessary, exterior plumbing, painting, landscaping, bird control and damage,
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1 and parking lot, and replacing exterior lighting. Lessor shall further maintain the exterior of the
2 Shopping Center so that the parking area, walkways, and landscaping for the Shopping
3 Center are clean and free of waste and debris. Lessor represents, covenants, and warrants to
4 Lessee that the exterior of the Premises shall be maintained in substantially the same
5 condition as that existing at the Effective Date. Lessee shall replace, at the expense of
6 Lessee, any and all plate and other glass damaged or broken in and about the Premises,
7 unless caused by Lessor or its agents. Lessee shall have the option either to insure this risk
8 or to self-insure. The costs of such maintenance obligations shall be included and billed as
9 part of the CAM costs.

10 7. INSURANCE & TAXES – Commencing on the Rent Commencement Date (as defined
11 in Section 3.1 hereof) and continuing thereafter throughout the Term (as defined in Section
12 3.1 hereof), Lessee shall reimburse Lessor, with respect to the Premises, for (1) Lessor’s
13 actual out of pocket costs for property taxes for the Premises, provided however, (i) Lessee
14 shall not be responsible for reimbursing Lessor for any interest, penalties, or charges due to
15 Lessor’s late payment of, or failure to pay, such property taxes. Lessee is responsible for all
16 real property tax on the Premises (including any fees, taxes, or assessments against, or as a
17 result of, any Lessee improvements installed on the Premises by or for the benefit of Lessee)
18 at any time during the Term (as defined in Section 3.1 hereof). Lessor may pay said real
19 property taxes and Lessee shall reimburse Lessor for the amount of such tax payment as
20 Additional Rent.

21 7.1 Notice – Lessor shall promptly provide Lessee with copies of any notices provided by or
22 on behalf of any governmental agencies (including any such notices provided by or on behalf
23 of a board, officer, or agency of Lessee) to Lessor concerning any proposed special property
24 taxes or increases in then-existing special property taxes (but excluding therefrom any
25 proposed increase in a special property tax that is based solely on a preexisting formula of a
26 then-currently existing special property tax) that may be assessed to the Premises or any part
27 thereof. If Lessor, by virtue of its status as a landowner of the Premises or any part thereof,
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1 has any protest or voting rights with respect to any such proposed property taxes or increases
2 in existing special property taxes, Lessor first shall timely consult with Lessee concerning
3 same prior to the time that Lessor may be entitled to such protest or vote on (and regardless
4 of whether Lessor actually protests or votes on) any such proposed special property taxes or
5 increases in property taxes. Lessor shall also promptly provide Lessee with copies of any
6 notices provided by the Fresno County Assessor and/or the Fresno County Auditor-
7 Controller/Treasurer-Tax Collector to Lessor for the assessment, levy, collection, refund, roll
8 correction, or cancellation of any property taxes, whether general or special property taxes)
9 with respect to the Premises.

10 7.2 Lessor Responsibility to Pay – Except for Lessee’s obligations to pay Additional Rent
11 under Section 4.3 hereof, Lessor shall be solely responsible for paying any and all other
12 assessments, charges, and fees for which the payment thereof may be a lien upon the
13 Premises, including, but not limited to, any interest, penalties, and other charges for the late
14 payment of, or failure to pay, any of the foregoing items (except to the extent such matters
15 result from Lessee’s breach of any of the foregoing obligations). Lessor represents,
16 covenants, and warrants to Lessee that all property taxes, and all other charges and fees
17 chargeable to the Premises under this paragraph have been fully paid as of the Effective Date
18 to the extent then due and payable, and shall continue to be fully paid current by Lessor, as
19 they become due and payable.

20 **8. LESSOR’S IMPROVEMENTS TO THE PREMISES**

21 Lessor shall, at its sole cost and expense, provide the improvements to the Building to fit the
22 floor plan attached as detailed in Exhibit A-2 as subject to certain specifications on Exhibit A-3
23 (collectively, “Lessor’s Improvements”). Lessor’s Improvements will include the following:

- 24 (A) The construction of walls to enclose several rooms;
- 25 (B) New paint on all walls, as approved by Lessee;
- 26 (C) The addition of a staff restroom and breakroom;
- 27 (D) Repairing and cleaning existing flooring;

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- (E) Upgrading the lighting system to LED lights;
- (F) Relocating the main entrance doors further west as shown on Exhibit A-2; and
- (G) The improvements listed on Exhibit A-3.

Lessor represents to Lessee that the estimated cost of the Lessor’s Improvements is \$1,296,324.00.

Lessee shall have the opportunity to approve the Lessor’s Improvements solely for the purposes of Lessee’s operational use of the Premises.

8.1 Prevailing Wage – In addition to the provisions of Section 1.1 hereof, Lessor, including all of its officers, agents, and employees, at its sole cost and expense, shall comply with, and shall ensure compliance by all of Lessor’s suppliers and contractors and their subcontractors at any tier with, all applicable laws and regulations with respect to all of Lessor’s work related to the Premises throughout the Term (as defined in Section 3.1 hereof) (including, by way of example of such work, and not as a limitation of such work, the maintenance work to be performed under Section 6 hereof in connection with the Premises), including the payment of prevailing wages, pursuant to Section 2 (commencing with Section 1770 [payment of the general prevailing wage rate]) of Chapter 1 of Part 7 of the California Labor Code.

8.2 Survival -The provisions of this Section 8 shall survive the termination of this Lease.

9. IMPROVEMENTS; FIXTURES – Subject to Lessor approval, Lessee shall have the right to make improvements, including, but not limited to, equipment, fixtures, signs, or apparatus (collectively, “Lessee Improvements”) to the Premises at any time during the Term (as defined in Section 3.1 hereof). Within thirty (30) calendar days of completion of any of such Lessee Improvements, Lessee shall deliver to Lessor a copy of the plans and specifications of such Lessee Improvements for any Lessee Improvements that are made as a result of such plans and specifications. Lessor agrees that any Lessee Improvements installed in or on the Premises by Lessee shall continue to be the property of Lessee, and may be removed by Lessee at any time. Lessee shall repair or pay for the repair of any damage caused by the removal of Lessee Improvements or any trade fixtures. Any Lessee

1 Improvements not removed after Lessee surrenders possession, shall be deemed abandoned
2 by Lessee, and shall become the property of Lessor. Lessee shall be responsible for the
3 costs of the removal of the Lessee Improvements at termination of the lease which may be
4 charged by Lessor to Lessee.

5 10. RIGHT OF ENTRY – Lessor, or its representative(s), upon twenty-four (24) hour
6 notice given to Lessee, shall have the right to enter the Premises at any time during business
7 hours, or at such other time as Lessee deems appropriate, to make any alterations, repairs or
8 improvements to the Premises that are consistent with this Lease, provided however, the
9 normal business of Lessee, or its customers or invitees, shall not be unnecessarily
10 inconvenienced.

11 11. ESTOPPEL CERTIFICATE – Lessee shall, at any time upon not less than forty-five
12 (45) calendar days prior request by Lessor, execute, acknowledge, and deliver to Lessor a
13 written estoppel certificate, in the form as attached in Exhibit C, which is attached hereto and
14 incorporated herein by this reference. Any such statement delivered pursuant to this Section
15 16 may be relied upon by third persons, including a prospective purchaser or encumbrancer
16 of the Premises.

17 Lessee’s Director of ISD/CIO (as defined in Section 4 hereof) shall be authorized to
18 execute the estoppel certificate on behalf of Lessee. However, Lessor acknowledges that
19 Lessee’s Director of ISD/CIO may desire for Lessee’s Board of Supervisors to act on behalf
20 of Lessee with respect to any requested approval of any estoppel certificate on behalf of
21 Lessee, which shall be upon a regularly scheduled meeting of Lessee’s Board of Supervisors
22 within the foregoing forty-five (45) calendar day time limit.

23 Lessee’s failure to execute and deliver the estoppel certificate within forty-five (45)
24 calendar days after Lessee’s receipt of Lessor’s written request therefor, which shall be
25 delivered to Lessee in the same manner as providing notices under Section 30 hereof, shall
26 be conclusive upon Lessee that this Lease is in full force and effect and without modification,
27 that there are no uncured defaults in Lessor’s performance, that not more than one month’s
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1 Rent has been paid in advance, provided however, if Lessor subsequently requests Lessee to
2 deliver an estoppel certificate, and Lessee timely does so under this Section 16, then such
3 subsequently delivered estoppel certificate shall supersede such conclusive result upon
4 Lessee, and such conclusive result shall have no force or effect against Lessee.

5 12. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT, AND ESTOPPEL – At
6 Lessor’s option, this Lease shall be subordinated to any mortgage or deed of trust which shall
7 upon or after Effective Date be recorded against the Premises, provided that Lessor and
8 Lessee first execute and enter into a Subordination, Non-Disturbance, Attornment, and
9 Estoppel Agreement (“SNDA”) substantially in the form as in Exhibit G, which is the SDNA for
10 the current deed of trust on the Premises and which is attached hereto and incorporated
11 herein by this reference (provided that any deviations from such form of the SNDA in Exhibit
12 G do not impair Lessee’s rights or burden Lessee’s obligations that are set forth in Exhibit G,
13 and Lessor records any such future SNDA against the Real Property and provides a copy of
14 such recorded SNDA to Lessee. Lessee’s Director of ISD/CIO is hereby authorized by
15 Lessee to approve and enter into the SNDA on behalf of Lessee upon such terms and
16 conditions set forth in Exhibit G, along with any revisions thereto that he or she determines to
17 be in the best interest of Lessee, provided that the SNDA shall, prior to Lessee’s Director of
18 ISD/CIO’s execution thereof, be subject to approval as to legal form by Lessee’s legal
19 counsel).

20 13. CONDEMNATION OR PROHIBITED USE – If the Premises, or any portion thereof,
21 is appropriated, condemned, or taken by any governmental authority or public agency other
22 than Lessee by use or exercise of eminent domain proceedings or other proceedings, or by
23 inverse condemnation, or is sold under threat of use or exercise of eminent domain by any
24 governmental authority or public agency other than Lessee, or if by reason of law, ordinance,
25 regulation, or court judgment, Lessee’s use or occupancy of the Premises, or any portion
26 thereof, shall be materially and adversely affected for the period set forth in clause (a) below,
27 but excluding therefrom any day that is not a Lessee business day (collectively
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1 “Condemnation or Prohibited Use”), then Lessee shall have the right to do either of the
2 following:

3 13.1 Termination – If the Condemnation or Prohibited Use has a material adverse effect on
4 Lessee’s use and occupancy of the Premises, and is reasonably anticipated to impact such
5 use in excess of ninety (90) calendar days, then Lessee may terminate this Lease by giving
6 written notice thereof to Lessor. Such notice shall specify a date of termination of this Lease
7 not less than one hundred eighty (180) calendar days, and not more than two-hundred ten
8 (210) calendar days, from the date of such notice, or from the date that Lessee’s use of the
9 Premises will be materially adversely affected pursuant to the notice Lessee receives from
10 Lessor of such appropriation, condemnation, taking, or sale that shall prohibit Lessee’s use or
11 occupancy of the Premises, or the affected part thereof, whichever is earlier. Lessee’s
12 County Administrative Officer and Lessee’s Director of ISD/CIO (as defined in Section 4(d)(ii)
13 hereof), or one of them acting alone, shall have the authority to provide such notice on behalf
14 of Lessee.

15 13.2 Renegotiation – Lessee may renegotiate with Lessor with respect to the terms of any
16 amounts to be owed by Lessee hereunder, including any portion or installment of the Rent,
17 when such are due and payable, and/or any other amounts otherwise due and payable
18 hereunder, for the remainder of Premises not affected by such Condemnation or Prohibited
19 Use during the balance of the Term. Any such renegotiated terms of the Rent, and/or any
20 other amounts otherwise to be due and payable herein shall be sought in good faith and
21 without unreasonable delay by the Parties, and made only by written amendment, pursuant to
22 Section 26.

23 13.3 Condemnation Award. In the event of any condemnation or taking as hereinbefore
24 provided, whether whole or partial, Lessee shall not be entitled to any part of the award, as
25 damages or otherwise, for such condemnation and Lessor is to receive the full amount of
26 such award, Lessee hereby expressly waiving any right or claim to any part thereof, including
27 right or claim for the value of any unexpired term of this lease or diminution in value of
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1 Lessee's leasehold interest, or for the value of any option to extend the term hereof or renew
2 this lease. Although all damages in the event of any condemnation are to belong to Lessor
3 whether such damages are awarded as compensation for diminution in value of the leasehold
4 or to the fee of the Premises, Lessee shall have the right to claim and recover from the
5 condemning authority, but not from Lessor, such compensation as may be separately
6 awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to
7 Lessee by reason of the condemnation and for or on account of any cost or loss to which
8 Lessee might incur in removing Tenant's merchandise, furniture, fixtures, leasehold
9 improvements and equipment—provided such award to Lessee in no way reduces or offsets
10 any award to Lessor.

11 14. DESTRUCTION OR DAMAGE FROM CASUALTY

12 14.1 Casualty – If the Premises are damaged or destroyed as a result of fire, earthquake, act
13 of God, or any other identifiable event of a sudden, unexpected, or unusual nature
14 (“Casualty”), then Lessor shall either promptly and diligently repair the damage, at its sole
15 cost and expense, or terminate this Lease as hereinafter provided.

16 14.2 Lessor's Election to Repair – If Lessor elects to repair the Casualty damage to the
17 Premises, then it shall within thirty (30) calendar days after the date of Casualty provide
18 written notice (“Notice of Repair”) to Lessee indicating the anticipated time required to repair.
19 Lessor shall bear the cost of all repairs to the Premises. Such repairs shall restore the
20 Premises to substantially the same condition as that existing at the Rent Commencement
21 Date (as defined in Section hereof). Such repairs shall also be made in compliance with all
22 applicable state and local building codes. Lessor shall not be liable to Lessee for
23 compensation for any loss of business, or any inconvenience or annoyance arising from
24 repair of the Premises as a result of the Casualty, except for abatement of Rent as hereinafter
25 provided. Lessee shall be responsible, at Lessee's sole cost and expense, for the
26 replacement of its Lessee Improvements and personal property.

27 14.3 Lessor's Election to Terminate Due to Casualty – Lessor may only elect to terminate this
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1 Lease due to Casualty if: the Premises have been destroyed or substantially destroyed by
2 said Casualty, and the reasonably estimated time to repair the Premises exceeds one
3 hundred eighty (180) calendar days from the date of the Casualty. In such event, Lessor shall
4 provide Lessee with written notice of its election to terminate within thirty (30) calendar days
5 after the date of Casualty. In the event of such a termination by Lessor, Lessor shall refund to
6 Lessee all Rent paid to Lessor for Lessee's anticipated use of the Premises pursuant to this
7 Lease, but which were not earned by Lessor, because Lessee was unable to use the
8 Premises due to the Casualty.

9 14.4 Rent Abatement Due to Casualty – In the event of Casualty, Lessee's obligation to pay
10 Rent and/or any other amounts otherwise due and payable to Lessor, shall be abated
11 pursuant to Section 15 hereof.

12 14.5 Lessee's Election to Terminate Due to Casualty – If Lessee does not receive a Notice of
13 Repair from Lessor within thirty (30) calendar days after a Casualty, or if the reasonably
14 anticipated period of repair contained in the Notice of Repair reasonably exceeds one
15 hundred eighty (180) calendar days, then Lessee may elect to terminate this Lease as
16 hereinafter provided. In such case, Lessee shall have the right to demand that Lessor refund
17 any monies which were paid to Lessor for Lessee's anticipated use of the Premises pursuant
18 to this Lease, but which were not earned by Lessor, because Lessee was unable to use the
19 Premises due to the Casualty. Such monies include, but are not limited to any amount paid
20 towards reserves pursuant to Section 4.3 hereof. Upon receipt of such demand, Lessor shall
21 promptly refund all such monies.

22 15. ABATEMENT OF RENT AND OTHER PAYMENTS DUE TO CASUALTY OR TITLE
23 DEFECT

24 15.1 Abatement – Lessee's obligations to pay the Rent, and/or any other amounts
25 otherwise due and payable to Lessor, shall be abated during any period, and to the
26 extent, that the Premises, or any portion thereof (in the case of an affected portion of the
27 Premises, then, such abatement shall also be in proportion thereof), cannot be used and
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1 occupied by Lessee pursuant to this Lease as a result of any Casualty with respect to the
2 Premises, or any portion thereof any title defect (excluding any permitted exceptions at
3 Execution Date), or of any Condemnation or Prohibited Use of the Premises, or any
4 portion thereof. Any abatement of Rent otherwise due and payable to Lessor shall not be
5 deemed to be a default under this Lease on the part of Lessee. Provided however,
6 nothing in this Section 15.1 shall be construed or interpreted to limit any timely presented
7 claim against Lessee if the Casualty was the result of the negligence or willful misconduct
8 of Lessee.

9 15.2 Period of Abatement – Abatement of any Rent and/or any other amounts otherwise
10 due and payable to Lessor shall only suspend the period during which Lessee is
11 otherwise required to pay Rent and/or any other amounts otherwise due and payable to
12 Lessor. This shall not relieve Lessee from its obligation to pay Rent and/or any other
13 amounts otherwise due and payable to Lessor pursuant to this Lease once the condition
14 giving rise to the abatement has been cured, corrected, eliminated, or satisfactorily
15 resolved. Such abatement shall continue for the period commencing with the date of such
16 title defect referred to in this Section 15, or of any Casualty, Condemnation, or Prohibited
17 Use of the Premises, or any portion thereof, and ending with the cure, correction,
18 elimination or satisfactory resolution of the title defect, Casualty, Condemnation, or
19 Prohibited Use of the Premises, whereby Lessee may use and occupy the Premises, or
20 the adversely affected portion thereof, pursuant to this Lease. Cure, correction,
21 elimination, or satisfactory resolution may, upon prior mutual written approval of Lessor
22 and Lessee (which the parties will negotiate in good faith and without unreasonable
23 delay), occur in commercially reasonable stages, as determined by the nature of the
24 problem being remedied and the impact that such staged remedial action and the
25 coordination and timing thereof would have on Lessee. Lessee’s Director of ISD/CIO (as
26 defined in Section 4(d)(ii) hereof) shall be authorized to execute such written approval for
27 Lessee.
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1 15.3 Rent – During this period of abatement, Lessee shall only pay Rent and/or any other
2 amounts otherwise due and payable to Lessor for the portion of the Premises that Lessee
3 is able to use and occupy.

4 15.4 Rental Interruption or Loss Insurance – During the occurrence of any Casualty that is
5 covered by rental interruption insurance or rental loss insurance in Section 22.1(iii)
6 hereof, the proceeds of any rental interruption insurance or rental loss insurance that
7 Lessor may receive as a result of such Casualty shall be applied by Lessor, to the credit
8 of Lessee, for the Rent Lessor shall so inform Lessee of any such amounts so received.
9 Provided however, that in the event that Lessee is not obligated to pay Rent as a result of
10 the abatement provisions of this Article XV, then any and all rental interruption insurance
11 or rental loss insurance Lessor receives shall only serve as a rental credit to offset that
12 specific period of such rental abatement.

13 16. DEFAULT AND TERMINATION

14 16.1 Lessee's Default – Lessee shall be in default under this Lease if Lessee fails to perform
15 any of its obligations hereunder and:

16 i. if the failure is a failure to pay Rent and/or any other amounts otherwise
17 due and payable to Lessor, or any other failure that can be cured by the payment of
18 money, and the failure continues uncured for a period of fifteen (15) calendar days
19 after written notice from Lessor, provided, however, Lessor shall have no obligation to
20 provide such written notice more than two (2) times in any twelve (12) consecutive
21 month period, or

22 ii. if the failure is in any of the other provisions of this Lease, and such
23 failure continues uncured for a period of thirty (30) calendar days after written notice
24 from Lessor, unless such cure is not capable of completion within thirty (30) calendar
25 days, in which case Lessee shall be afforded such additional time as may be
26 reasonably necessary to complete the cure, provided Lessee commences the cure
27 within thirty (30) calendar days of Lessor's notice and diligently pursues such cure to
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1 completion, or, in the event of a threatened injury to life or property due to such failure,
2 continues for such lesser period as Lessor may reasonably specify in such written
3 notice.

4 iii. Notwithstanding anything to the contrary in this Lease, Lessee shall not
5 be in default under this Lease solely because of Lessee's failure to pay any amounts
6 hereunder, including any portion of the Rent and/or any other amounts otherwise due
7 and payable to Lessor, that would be due and payable herein, if such amounts are
8 subject to abatement as set forth in Section 16 hereof.

9 16.2 Lessor's Remedies – In the event of a default by Lessee, besides any other rights and
10 remedies of Lessor at law or equity (except as provided in this Section 16), Lessor shall
11 have the following rights and remedies. All remedies herein conferred on Lessor shall, to
12 the fullest extent permitted by law (except as provided in this Section 16 or otherwise
13 waived under this Lease), be deemed cumulative, and no one exclusive of the other or of
14 any other remedy conferred by law or in equity, and nothing herein shall prevent Lessor
15 from pursuing any and all other remedies it may have upon Lessee's default (except as
16 provided in this Section 16).

17 i. Election to Continue or Terminate Lease – Lessor shall have the right
18 to elect either to continue or terminate this Lease, as follows:

19 1. Continuation of Lease – Lessor shall have the remedy described in Civil Code
20 section 1951.4, which provides that, when a tenant has the right to sublet or assign
21 (subject only to reasonable limitations), the Lessor may continue the lease in effect
22 after the tenant's breach and abandonment and recover Rent as it becomes due.

23 Accordingly, if Lessor does not elect to terminate this Lease on account of any default
24 by Lessee, Lessor may enforce all of Lessor's rights and remedies under this Lease,
25 including the right to recover all Rent as it becomes due for so long as Lessor does
26 not terminate Lessee's right to possession.

27 2. Termination of Lease – No Acceleration of Future Rent or Other
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1 Payments/Amounts –Lessor may terminate this Lease and Lessee’s right of
2 possession and demand all delinquent, unpaid Rent, payable under Section 16.1
3 hereof, up to the date of such delinquency. Notwithstanding anything to the contrary
4 contained herein this Lease or any right or remedy of which Lessor may otherwise
5 avail itself pursuant to applicable law, any right of Lessor to recover any Rent as
6 provided in this Lease shall be without acceleration of any future Rent Lessor hereby
7 expressly waives its right to accelerate Rent in the event of a termination of this
8 Lease, pursuant to California Civil Code section 1951.2.

9 17. BREACH OF OBLIGATION TO MAINTAIN – In the event a party breaches its
10 obligation to maintain a portion of the Premises as herein provided, the non-breaching
11 party shall have the right to give written notice to breaching party within fifteen (15)
12 calendar days of the discovery of such breach. The breaching party shall then have
13 thirty (30) calendar days from the date of notice to cure its breach. If the period for
14 cure expires and if, in the non-breaching party’s reasonable determination, the
15 breaching party has failed to cure, then the non-breaching party may cure the breach
16 and may, as the case may be: i) deduct the cost of such cure, together with
17 reasonable administrative costs, from Lessee’s future obligation to pay Rent and/or
18 any other amounts otherwise due and payable to Lessor as it becomes due; or, ii)
19 cure the breach and the breaching party shall reimburse the non-breaching party for
20 all costs incurred in performing such maintenance or repair immediately upon
21 demand. A non-breaching party’s decision to cure a breach shall not constitute a
22 waiver of any rights or remedies that the non-breaching party may have arising from
23 this Lease or by operation of law.

24 18. SURRENDER OF POSSESSION / HOLDOVER – Upon the expiration or termination
25 of this Lease, Lessee shall surrender the Premises to Lessor broom clean, and otherwise in
26 such condition as existing on the Rent Commencement Date (as defined in Section 3.1
27 hereof), less reasonable wear and tear. Lessee shall vacate the Premises upon the
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1 expiration or earlier termination of this Lease. Lessee shall reimburse Lessor for and
2 indemnify and hold Lessor harmless against all damages which Lessor incurs from Lessee's
3 delay in vacating the Premises. If Lessee does not vacate the Premises upon the expiration
4 or earlier termination of the Lease and Lessor thereafter accepts Rent, Lessee's occupancy
5 of the Premises shall be deemed a "month-to-month" tenancy, subject to all of the terms of
6 this Lease applicable to a month-to-month tenancy; provided that the Base Rent payable
7 during any such month-to-month tenancy shall be increased based on the Base Rent
8 applicable immediately preceding the expiration or termination: 105% the first month; 110%
9 the second month; 115% the third month, and 120% the fourth and any successive month
10 thereafter. The provisions of this Section 18 shall not be deemed to limit or constitute a
11 waiver of any other rights or remedies of Lessor provided herein or at law (except as provided
12 in Section 16.2 hereof).

13 19. WAIVER – No covenant or condition of this Lease shall be deemed waived, except by
14 the written consent of Lessor or Lessee, as applicable, and any forbearance or indulgence by
15 the Party entitled to performance shall not constitute a waiver of the covenant or condition to
16 be performed. Until complete performance of such covenant or condition, the Party entitled to
17 performance shall have the right to invoke any remedy available to it under this Lease or by
18 law (except that Lessor's rights and remedies at law or equity are subject to Section 16
19 hereof), despite such forbearance or indulgence. The subsequent acceptance of Rent
20 hereunder by Lessor shall not be deemed to be a waiver of any preceding default by Lessee
21 of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the
22 particular Rent so accepted, regardless of Lessor's knowledge of such preceding default at
23 the time of acceptance of such Rent.

24 20. RECORDATION OF MEMORANDUM OF LEASE – The Parties shall, at the same
25 time they execute this Lease, also execute a Memorandum of Lease in the form of the
26 document attached as Exhibit D, which is incorporated herein by this reference, with the legal
27 description shown as Exhibit A to Memorandum of Lease – Legal Description. Lessee's
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1 Director of ISD/CIO (as defined in Section 4.5 (iii) hereof), shall be authorized to execute the
2 Memorandum of Lease on behalf of Lessee, subject to approval as to legal form by Lessee's
3 legal counsel. Lessee shall be authorized to immediately record the executed Memorandum
4 of Lease against the Premises in the Office of the Fresno County Recorder. The Parties shall
5 cause their respective signatures on the Memorandum of Lease to be notarized to facilitate
6 recordation thereof.

7 **21. INDEMNIFICATION AND DEFENSE.**

8 a. Lessor and Lessee (each, as applicable, the "Indemnifying Party") agree,
9 respectively, to indemnify, save, hold harmless, and at each other Party's
10 request, defend the other Party, including its officers, agents, and employees
11 (and for Lessor, including any mortgagee or beneficiary of a mortgage or deed
12 of trust) (hereinafter collectively "Indemnified Parties," respectively) with
13 counsel selected by the Indemnifying Party and reasonably satisfactory to the
14 other Party, from and against any and all costs or expenses (including
15 attorney's fees and costs, and consultants' fees and costs), damages (and for
16 Lessor, including any lost Rents; and for Lessee, including any lost use of the
17 Premises), liabilities, judgments, claims, losses, fines, liens, assessments, or
18 penalties, occurring or resulting to any of the Indemnified Parties arising out of
19 or in connection with the performance, or failure to perform (including any
20 breach of, or default in the performance by, the Indemnifying Party of any of its
21 obligations under this Lease), by the Indemnifying Party, its officers, agents,
22 employees, contractors, or customers or invitees under or in connection with
23 this Lease, and from any and all costs or expenses (including attorney's fees
24 and costs and consultants' fees and costs), damages (and for Lessor,
25 including any lost Rents; and for Lessee, including any lost use of the
26 Premises), liabilities, judgments, claims, losses, fines, liens, assessments, or
27 penalties, occurring or resulting to any person, firm, or corporation who may be
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injured or damaged arising out of or in connection with the performance, or failure to perform (including any breach of, or default in the performance by, the Indemnifying Party of any of its obligations under this Lease), by the Indemnifying Party, its officers, agents, employees, contractors, or customers or invitees under or in connection with this Lease. The Indemnified Parties need not have first paid any amounts in order to be defended or indemnified under this Section 21.

b. The obligations of an Indemnifying Party under this Section 21 shall not cover the acts or omissions of the other Party, including its officers, agents, employees, contractors, or customers or invitees.

c. The Parties acknowledge that, as between Lessor and Lessee, each is only responsible and liable for the negligent or wrongful acts or omissions of itself, including its officers, agents, employees, contractors, customers, and invitees. In the event of joint responsibility between the Parties for any liability arising out of or in connection with this Lease, Lessor and Lessee shall apportion such liability between the Parties under the California laws of comparative negligence.

d. The provisions of this Section 21 shall survive the termination of this Lease.

22. INSURANCE

22.1 Lessor – Without limiting Lessee’s right to obtain indemnification from Lessor or any third parties, Lessor shall maintain in full force and effect, the following insurance policies throughout the Term (as defined in Section 3.1 hereof):

i. Commercial General Liability — Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million (\$4,000,000). This policy shall be issued on a per occurrence basis. Lessee may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground,

1 fire legal liability or any other liability insurance deemed necessary because of the
2 nature of this contract.

3 ii. Property Insurance – Against all risk of loss to property, at full
4 replacement cost with no coinsurance penalty provision.

5 iii. Rental Interruption or Rental Loss Insurance – A policy of rental
6 interruption or rental loss insurance against loss, total, or partial, of the use and
7 occupancy of the Premises, in an amount sufficient to pay Rent hereunder for a
8 twenty-four (24) month period, as a result of any of the hazards covered by the
9 insurance policy required under Section 22(a)(ii) hereof.

10 iv. Worker's Compensation – A policy of Worker's Compensation
11 insurance as may be required by the California Labor Code.

12 v. Endorsements – Lessor shall obtain endorsements to the Commercial
13 General Liability insurance naming the County of Fresno, its officers, agents, and
14 employees, individually and collectively, as additional insured, but only insofar as the
15 operations under this Lease are concerned. Such coverage for additional insured shall
16 apply as primary insurance and any other insurance, or self-insurance, maintained by
17 Lessee, its officers, agents, and employees shall be excess only and not contributing
18 with insurance provided under Lessor's policies herein. This insurance shall not be
19 cancelled or changed without a minimum of thirty (30) calendar days advance written
20 notice given to Lessee.

21 vi. Waiver of Subrogation – Lessor hereby waives its right to recover from
22 Lessee, its officers, agents, and employees any amounts paid by the policy of
23 worker's compensation insurance required by this Lease. Lessor is solely responsible
24 to obtain any endorsement to such policy that may be necessary to accomplish such
25 waiver of subrogation, but Lessor's waiver of subrogation under this paragraph is
26 effective whether or not Lessor obtains such an endorsement.

27 vii. Evidence of Coverage – Within (30) calendar days from date Lessor
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1 executes this Lease, Lessor shall provide certificates of insurance and endorsement
2 as stated above for all of the foregoing policies, as required herein, to the County of
3 Fresno, Attn: ISD Lease Services (L-335), 333 W. Pontiac Way, Clovis, CA 93612,
4 stating that such insurance coverages have been obtained and are in full force; that
5 the County, its officers, agents and employees will not be responsible for any
6 premiums on the policies; that for such worker's compensation insurance the
7 Contractor has waived its right to recover from the County, its officers, agents, and
8 employees any amounts paid under the insurance policy and that waiver does not
9 invalidate the insurance policy; that such Commercial General Liability insurance
10 names the County, its officers, agents, and employees, individually and collectively, as
11 additional insured, but only insofar as the operations under this Lease are concerned;
12 that such coverage for additional insured shall apply as primary insurance an any
13 other insurance, or self- insurance shall not be cancelled or changed without a
14 minimum of thirty (30) calendar days advance, written notice given to County.

15 viii. Remedies – In the event Lessor fails to keep in effect at all times
16 insurance coverage as herein provided, Lessee may, in addition to other remedies it
17 may have, suspend this Lease upon the occurrence of such event, or obtain such
18 insurance coverage to cure Lessor's deficiencies, and deduct the cost for such
19 insurance coverage from the Rent otherwise due to Lessor.

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

24 22.2 Lessee – Lessee shall maintain, at Lessee's sole cost and expense, throughout the
25 Term (as defined in Section 3.1 hereof) the following policies of insurance, which
26 coverages may be provided in whole or in part through a program of self-insurance.

27 i. General Liability Insurance – Commercial General liability insurance
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1 with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an
2 annual aggregate of not less than Four Million Dollars (\$4,000,000.00). This policy
3 shall be issued on an occurrence basis. Such policy shall name Lessor as an
4 additional insured. The policy shall not contain any intra-insured exclusions as
5 between insured persons or organizations, but shall include coverage for liability
6 assumed under this Lease as an “insured contract” for the performance of Lessee’s
7 indemnity obligations under this Lease. The limits of said insurance shall not,
8 however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder.
9 Lessee shall provide an endorsement on its liability policy(ies) which provides that its
10 insurance shall be primary to any similar insurance carried by Lessor.

11 ii. Personal Property Insurance – Property insurance covering the
12 personal property of Lessee.

13 iii. Worker’s Compensation Insurance – A policy of Worker’s
14 Compensation insurance as may be required by the California Labor Code.

15 iv. Auto Insurance—Lessee shall, throughout the Term (as defined in
16 Section 3.1 hereof) maintain Commercial Auto Liability Insurance covering any and all
17 vehicles owned, non-owned, or hired by the Tenant, used in connection with the
18 Premises. Such insurance shall have a minimum limit of \$1,000,000 Combined Single
19 Limit per occurrence for bodily injury and property damage. Such policy shall name
20 Lessor as an additional insured.

21 22.3 Remedies – In the event Lessee fails to keep in effect at any times insurance
22 coverage as herein required, Lessor may, in addition to other remedies it may have,
23 following written and oral (e.g., telephone call to Lessee’s Director of ISD/CIO (as defined
24 in Section 4 hereof) notice thereof given to Lessee, obtain such insurance coverage, for
25 such reasonable coverage period, to cure Lessee’s deficiencies in such insurance
26 coverage, and add the reasonable cost for such insurance coverage to the Rent
27 otherwise due to Lessor, provided however, Lessor shall immediately give Lessee a copy
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1 of evidence of any such insurance coverage so obtained.

2 23. AUDITS AND INSPECTIONS – At Lessee’s reasonable request and upon
3 reasonable advance notice, Lessor shall at any time during business hours, and as often as
4 Lessee may deem necessary, make available to Lessee for examination records and data
5 with respect to the matters covered by this Lease. Lessor shall, upon request by Lessee,
6 permit Lessee to audit and inspect all of such records and data necessary to ensure Lessor’s
7 compliance with the terms of this Lease.

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

11 24. AUTHORITY – Lessor represents, warrants, and covenants to Lessee that the
12 individuals executing this Lease on behalf of Lessor, Jeff Jue and Velvet Jue, as trustees of
13 the Jue Family Trust, are duly authorized to execute and deliver this Lease on behalf of
14 Lessor, that the Jue Family Trust is a duly organized and validly existing trust, under the State
15 of California, that Lessor is authorized to enter into this Lease, and that this Lease is binding
16 upon such individuals in such capacities as trustees, jointly and severally, in accordance with
17 the terms and conditions of this Lease. In the event that the Jue Family Trust is dissolved,
18 Jeff Jue and Velvet Jue, in their individual capacities, thereupon shall have all of the rights,
19 and shall assume all of the obligations, of the Jue Family Trust under this Lease. Lessee
20 represents, warrants, and covenants to Lessor that the individual(s) executing this Lease on
21 behalf of Lessee is(are) duly authorized to execute and deliver this Lease on behalf of the
22 County of Fresno, that Lessor is authorized to enter into this Lease, and that this Lease is
23 binding upon the County of Fresno in accordance with the terms and conditions of this Lease.

24 25. AMENDMENT – This Lease may be amended only in writing by the mutual
25 consent of the Parties without in any way affecting the remainder of this Lease.

26 26. ASSIGNMENT & SUBLETTING – Lessee shall not voluntarily or by operation of law
27 assign, transfer, mortgage or encumber (collectively, “assign or assignment”) or sublet all
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or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent, which consent shall not unreasonably be withheld or delayed. No assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee. Notwithstanding any other provision of this Lease, Lessor may, with at least forty-five (45) days' writing advance notice to Lessee, assign all of its rights, and delegate all of its obligations, under this Lease and with respect to the Premises, and transfer this Lease and the Premises, without the consent of Lessee to any person or entity who acquires the Shopping Center by sale, foreclosure, deed in lieu of foreclosure, gift or otherwise, provided that such assignment and delegation or transfer includes this Lease, including all of Lessor's rights and obligations under this Lease, together with the Premises in one transaction (or contemporaneous transactions). The foregoing sentence is the only manner in which Lessor may assign or transfer its rights under this Lease or in the Premises.

27. SECURITY MEASURES—Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and customers and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an CAM Cost.

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

29. GOVERNING LAW – Venue for any action arising out of or relating to this Lease shall be in Fresno County, California. This Lease shall be governed by the laws of the

1 State of California.

2 30. NOTICES – The persons and their addresses having authority to give and
3 receive notices under this Lease including the following:

4 **Lessee:**

5 County of Fresno
6 Director of Internal Services/CIO
7 333 W. Pontiac Way
8 Clovis, CA 93612
9 Email:
10 ISDRealProp@fresnocountyca.gov

11 **Lessor:**

12 Jeff Jue and Velvet Jue, as
13 Trustees of the Jeff & Velvet Jue
14 Family Trust, dated August 10,
2011
15 6475 N. Palm Ave. #101
16 Fresno, CA 93704
17 Email: sixjewels@gmail.com;
18 jhowell@danabutcher.com

19 All notices between Lessee and Lessor provided for or permitted under this Lease
20 must be in writing and delivered either by personal service, by first-class United States mail,
21 or by an overnight commercial courier service. A notice delivered by personal service is
22 effective upon service to the recipient. A notice delivered by first-class United States mail is
23 effective three (3) Lessee business days after deposit in the United States mail, postage
24 prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier
25 service is effective one (1) Lessee business day after deposit with the overnight commercial
26 courier service, delivery fees prepaid, with delivery instructions given for next day delivery,
27 addressed to the recipient. For all claims arising out of or related to this Lease, nothing in this
28 section establishes, waives, or modifies any claims presentation requirements or procedures
provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1
of the Government Code, beginning with section 810).

31. DISCLOSURE OF SELF DEALING TRANSACTIONS – This provision is only

1 applicable if Lessor is operating as a corporation (a for-profit or non-profit corporation) or if at
2 any time during the Term (as defined in Section 3.1 hereof), Lessor changes its status to
3 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 Lessor is a party and in
7 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
9 and signing a *Self-Dealing Transaction Disclosure Form*, attached hereto as Exhibit E, and
10 incorporated herein by this reference, and submitting it to Lessee prior to commencing with
11 the self-dealing transaction or immediately thereafter.

12 32. TIME OF THE ESSENCE – Time is of the essence with respect to the
13 performance of all obligations to be performed or observed by the Parties, respectively, under
14 this Lease.

15 33. FURTHER DOCUMENTS – Subject to the terms and conditions of this Lease,
16 the Parties promptly shall execute and deliver any and all additional documents, and
17 instruments, notices and shall do any and all other acts and things, reasonably necessary in
18 connection with the performance of their respective obligations under this Lease and to carry
19 out the provisions of this Lease.

20 34. ENTIRE AGREEMENT – This Lease constitutes the entire agreement between
21 Lessor and Lessee with respect to the subject matter hereof and supersedes all prior leases,
22 negotiations, proposals, commitments, writings, advertisements, publications, and
23 understandings of any nature whatsoever unless expressly referenced in this Lease. The
24 terms and conditions of this Lease are intended by the Parties as a final expression of their
25 agreement with respect to such terms as are included in this Lease and may not be
26 contradicted by evidence of any prior or contemporaneous agreement, arrangement,
27 understanding or negotiation (whether oral or written).
28

1 35. EQUAL CONSTRUCTION – The terms of this Lease shall not be construed in
2 favor of or against any Party. In connection with the negotiation and drafting of this Lease, the
3 Parties have been represented by counsel.

4 36. SUCCESSORS – This Lease shall inure to the benefit of and be binding upon
5 the heirs, executors, administrators, successors and assigns of the respective Parties hereto,
6 always providing that nothing in this Section 36 shall impair any of the provisions herein of
7 Section 26 above, set forth prohibiting assignment or other transfer of this Lease by Lessee
8 without the prior written consent of Lessor, and setting forth the advance notice Lessor must
9 provide prior to Lessee’s ability to assign or transfer its rights under this Lease or in the
10 Premises.

11 37. NO LITIGATION – Lessor represents, covenants, and warrants to Lessee that
12 (a) Lessor is not involved in or aware of pending or threatened claim, demand, or litigation
13 which could affect the Real Property, the Premises, and/or this Lease, and (b) there are no
14 proceedings pending or threatened against Lessor before any court or administrative agency
15 relating to the Real Property, the Premises, and/or this Lease, which may adversely affect the
16 Real Property and/or the Premises, now or in the future, or which may adversely affect
17 lessor’s ability to fulfill all obligation under this Lease.

18 38. NO THIRD-PARTY BENEFICIARIES – Except for mortgagee or beneficiary of
19 a mortgage or deed of trust under Section 12 hereof, none of the provisions in this Lease are
20 intended by the Parties, nor shall they be deemed, to confer any right or benefit on any
21 person or entity not a party to this Lease; to that end, there shall be no other third-party
22 beneficiaries of this Lease.

23 39. DAYS – In the event an act is to be performed by a Party under this Lease on
24 a date other than a Lessee business day, the act shall be performed on the next Lessee
25 business day.

26 40. TITLES – The section titles and headings contained in this Lease are inserted
27 as a matter of convenience and for ease of reference only and shall be disregarded for all
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1 other purposes, including the construction or enforcement of this Lease or any of its
2 provisions.

3 41. AGENCY DISCLOSURE BY LESSOR—Lessor, alone, is represented by Nick
4 Frechou who is a realtor employed by Retail California. Lessor shall be responsible for paying
5 all leasing commissions due to Retail California, including Nick Frechou, pursuant to a
6 separate listing agreement. Lessee has not dealt with, and is not represented by, any real
7 estate broker, realtor, or finder.

8 42. NO WAIVER-- No waiver by Lessor of the default or breach of any term,
9 covenant, or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant,
10 or condition hereof, or of any subsequent default or breach by Lessee of the same or of any
11 other term, covenant, or condition hereof. Lessor's consent to, or approval of, any act shall not
12 be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any
13 subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the
14 provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor
15 shall not be a waiver of any default or breach by Lessee.

16 43. CASP DISCLOSURE. Lessee is hereby notified, pursuant to the provisions of
17 California Civil Code Section 1938 ("Civ. Code 1938"), that the Premises have not undergone
18 inspection by a Certified Access Specialist. Civ. Code 1938 requires that the following
19 statement be included in leases where the Premises have not been issued a disability access
20 inspection certificate: "A Certified Access Specialist (CASp) can inspect the Premises and
21 determine whether the Premises comply with all of the applicable construction-related
22 accessibility standards under state law. Although state law does not require a CASp inspection
23 of the Premises, Landlord may not prohibit Lessee from obtaining a CASp inspection of the
24 Premises for the occupancy or potential occupancy of Lessee, if requested by Lessee. Lessor
25 and Lessee shall mutually agree upon the arrangements for the time and manner of the CASp
26 inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs
27 necessary to correct violations of construction-related accessibility standards within the
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Premises.” Nothing in this Section 43 relieves Lessor of its obligations under Section 1.1 hereof or be deemed as a waiver of Lessee’s rights to enforce Section 1.1 hereof.


[SIGNATURES ON FOLLOWING PAGE]

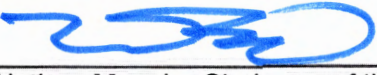
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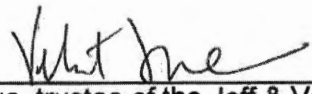
IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day
and year first herein above written.

Lessor:
JEFF & VELVET JUE FAMILY TRUST,
DATED AUGUST 10, 2011

Lessee:
COUNTY OF FRESNO

By: 
Jeff Jue, trustee of the Jeff & Velvet Jue
Family Trust, dated August 10, 2011


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

By: 
Velvet Jue, trustee of the Jeff & Velvet Jue
Family Trust, dated August 10, 2011

ATTEST:
Bernice E. Seidel

Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

For accounting use only:

Org No.:75112023
Account No.:7340
Fund No.:0107
Subclass No.:10000



EXHIBIT A

Site Plan

(Shopping Center including the Premises)

Exhibit A--1



Exhibit A-2



SPECIFICATIONS FOR LESSOR'S IMPROVEMENTS

Specifications

Existing restrooms, fixtures and finished to remain
No modification to the fire monitoring system

Specific Clarifications

Demolition

Concrete and Rebar

Concrete patch at floor outlets and new restroom

Millwork

Breakroom
cabinet

Insulation

Exclude any additional roof insulation
Wall insulation for new wall construction only

Doors & Frames

Reuse existing doors and frames. New doors and frames to match as close as possible

Finish Hardware

Reuse existing doors and frames. New doors and frames to match as close as possible

Glass & Glazing

Relocate existing storefront entry within current storefront system

Drywall and Metal Studs

Match existing drywall finishes
T1 and (2) study room walls at 8'-6"

Acoustical Ceiling

Existing T-Bar ceiling to remain and patch as required
Replace existing ceiling tiles with standard 2x4 lay in

Toilet Accessories

Includes grab bar, mirror, and TP holder only for new restroom

Flooring

Existing flooring to be waxed and cleaned
Patch areas of existing flooring to a similar product (will not be identical match)

Prefinished Panels

Prefinished panels at restroom wet walls 4' high

Plumbing

Existing restrooms and fixtures to remain
ADA plumbing fixtures for (1) new restroom

Fire Sprinklers

Existing sprinkler drops and heads to remain
New drops and heads will be added as required by code

HVAC

Existing HVAC units to remain and assuming they are in good working condition
Seasonal service to existing HVAC units

Electrical

Existing ductwork to remain and modify for new tenant layout

Retro fit existing light fixtures to LED
Existing light fixtures to remain at their current location

EXHIBIT B

Legal Description

APN/Parcel ID: 409-040-67

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcels B and C of Parcel Map No. 74-05, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded April 23, 1974 in Book 12 of Parcel Maps, at Page 59, Fresno County Records.

EXHIBIT C

Form of Estoppel Certificate

To Jeff & Velvet Jue Family Trust, dated August 10, 2011:

The County of Fresno hereby certifies as follows as of _____, 2024:

1. The County of Fresno is the Tenant under that certain Lease Agreement dated _____, 2024 (the "Lease") by and between Jeff & Velvet Jue Family Trust, dated August 10, 2011 (the "Jue Family Trust" or "Landlord") and County of Fresno ("Tenant"), pursuant to which Tenant leases real property at 6074 N. 1st Street, Fresno CA 93710, which includes a building containing approximately 21,440 square feet of usable retail space ("Building"), together with related improvements, and associated landscaping, as described in this Section 1 (the Building and the related improvements shall be referred to collectively as the "Premises").
2. The Lease has not been modified, changed, altered, supplemented, or amended in any respect.
3. A true, correct, and complete copy of the Lease is attached hereto as Exhibit 1.
4. The Lease is 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, to the best of Tenant's knowledge, 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. Tenant has not made any agreement with Landlord or its agents or employees concerning free rent.
6. The Lease term began on _____, 2024 (the "*Commencement Date*") and the termination date is _____, 20___. Tenant has accepted possession of, and currently occupies the entire Premises. Tenant has not sublet all or a portion of the Premises to any sublessee and has not assigned, transferred, or encumbered any of its rights or interests under the Lease.
7. The current fixed monthly rent payable under the Lease is \$_____. This amount is due on the 1st of each month during the current, _____ year of the Lease, and is currently paid through _____, 20___. No such rent (excluding security deposits) has been paid more than one (1) month in advance of its due date.
8. Tenant's security deposit is \$0.00.
9. To the best of Tenant's knowledge, 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.
10. The address for notices to be sent to Tenant is as set forth in the Lease.
11. Tenant is the owner and holder of all right, title and interest in the leasehold estate created by the Lease.

//

12. Tenant acknowledges that Landlord directs that all payments of Basic Rent and any Additional Rent payable by Tenant to Landlord under the Lease be payable thereunder, when, and as due, to Landlord at the following address:

Jeff & Velvet Jue Family Trust
6475 N. Palm Ave.#101
Fresno, CA 93704

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

Dated: _____, 20__

TENANT:

THE COUNTY OF FRESNO

By: _____

Name: Edward Hill

Title: Interim Director of Internal Services/Chief
Information Officer

EXHIBIT 1
[Complete Copy of Lease]

EXHIBIT D

Form of Memorandum of Lease

<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p> <p>County of Fresno Director of Internal Services/ Chief Information Officer</p>	<p>FOR RECORDER'S USE ONLY</p>
---	--------------------------------

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTIONS 27383 AND 27388.1(a)(2)(D)(AB 110, SB 2) AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into this ___ day of _____, 2024, by and between the County of Fresno, a political subdivision of the State of California ("County"), whose address as of the date hereof is 333 W. Pontiac Way, Clovis, California 93612, and Jeff Jue and Velvet Jue, as trustees of the Jeff & Velvet Jue Family Trust, dated August 10, 2011 (collectively, "Lessor"), whose address is 6475 N. Palm Ave. #101 Fresno, CA 93704. Lessor represents, covenants, and warrants to Lessee that Lessor is the sole fee owner of that certain improved real property located in Fresno County, State of California, and having a street address 6074 N. 1st Street, Fresno CA 93710 ("Real Property");

- A. Lessor and Lessee entered into a certain Lease Agreement of the same date as this Memorandum of Lease ("Lease Agreement"), under which Lessor has agreed to lease an area located on and constituting a portion of the Real Property to the County and commonly described in Exhibit "A," attached and incorporated herein by this reference ("Premises"), and the County has leased such Premises from the Lessor;
- B. The term of the Lease Agreement is a potential term of ten (10) years with an initial six (6) year term with four (4) optional one (1) year extensions, commencing on _____.
- C. Pursuant to the terms and conditions of the Lease Agreement, this Memorandum shall be recorded in the Official Records of the Fresno County Recorder with respect to the Real Property for the purpose of memorializing the existence of the Lease Agreement, the

terms and conditions of which inure to the benefit of, and bind the Lessor, the County, and their respective successors and assigns.

D. This Memorandum of Lease does not constitute the Lease, and is only an abbreviated form containing a summary of only a few of the terms and conditions of the Lease. In the event there is any inconsistency between this Memorandum of Lease and the Lease, the terms of the Lease shall prevail over this Memorandum of Lease. Any third-party interested in obtaining information about the Lease Agreement may contact the parties at the above-referenced addresses.

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

LESSOR:
JEFF & VELVET JUE FAMILY TRUST,
DATED August 10, 2011

LESSEE:
COUNTY OF FRESNO

By: _____
Jeff Jue, trustee of the Jeff & Velvet Jue
Family Trust, dated August 10, 2011

By: _____
Edward Hill
Interim Director of Internal Services/Chief
Information Officer

By: _____
Velvet Jue, trustee of the Jeff & Velvet Jue
Family Trust, dated August 10, 2011

[Notary Attestation-Attached]

6475 N. Palm Ave.#101
Fresno, CA 93704

[Notary Attestation-Attached]

EXHIBIT A TO MEMORANDUM OF LEASE- LEGAL DESCRIPTION

For APN/Parcel ID: 409-040-67

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcels B and C of Parcel Map No. 74-05, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded April 23, 1974 in Book 12 of Parcel Maps, at Page 59, Fresno County Records.

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT E

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), herein.

Mail the completed form to: County of Fresno
Attn: Lease Services (L-335)
Internal Services Department
333 W. Pontiac Way

Clovis, CA 93611

(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:	
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EXHIBIT F

Estimated Cost Statement

(for illustrative purposes the following are 2024 estimates only)

Total Square Footage	75,718 sq ft
Tenant Square Footage	21,440 sq ft
Excluding Rally's (footage)	73,318 sq ft

Premises-specific costs: \$ 41,857.52

Common Area Maintenance (CAM) Costs: \$ 47,204.07

Property Management Fees: \$ 16,179.05

Year 1 Total: \$ 105,240.64

Exhibit F-1

Estimated Year 1 Cost Breakdown of CAM Costs

(for illustrative purposes the following are estimates for calendar year 2024)

<u>Cost Item</u>	<u>Estimated Total</u>	<u>Applicable CAM %*</u>	<u>Estimated Annual Cost</u>
INSURANCE	<u>\$38,999.00</u>	28.32%	<u>\$11,042.80</u>
SECURITY	<u>\$18,000.00</u>	28.32%	<u>\$5,096.81</u>
ELECTRIC & GAS - common area lights	<u>\$11,000.00</u>	28.32%	<u>\$3,114.72</u>
IRRIGATION WATER	<u>\$2,800.00</u>	28.32%	<u>\$792.84</u>
JANITORIAL SERVICE	<u>\$7,200.00</u>	28.32%	<u>\$2,038.72</u>
TREE TRIMMING	<u>\$6,000.00</u>	28.32%	<u>\$1,698.94</u>
LANDSCAPE UPGRADES	<u>\$2,525.00</u>	28.32%	<u>\$714.97</u>
GARDENING SERVICES	<u>\$11,235.00</u>	28.32%	<u>\$3,181.26</u>
GARDENING SUPPLIES / REPAIRS	<u>\$900.00</u>	28.32%	<u>\$254.84</u>
IRRIGATION REPAIRS	<u>\$1,200.00</u>	28.32%	<u>\$339.79</u>
LOT SWEEPING	<u>\$15,348.00</u>	28.32%	<u>\$4,345.88</u>
LOT SEALING/STRIPING	<u>\$15,000.00</u>	28.32%	<u>\$4,247.34</u>
PRESSURE WASHING	<u>\$9,000.00</u>	28.32%	<u>\$2,548.40</u>
PEST CONTROL	<u>\$1,500.00</u>	28.32%	<u>\$424.73</u>
ROOFING - CLEANING/MAINTENANCE	<u>\$1,500.00</u>	28.32%	<u>\$424.73</u>
ELECTRICAL/LIGHTING	<u>\$1,500.00</u>	28.32%	<u>\$424.73</u>
GENERAL REPAIR/MAINT.	<u>\$23,000.00</u>	28.32%	<u>\$6,512.59</u>

***CAM Percentage subject to change depending on tenants directly paying or providing for certain services/costs.**

TOTAL EXPENSES: \$166,707.00 \$47,204.07

PROPERTY MANAGEMENT (3% of Rent and Cam) \$16,179.05

TOTAL ANNUAL NNN EXPENSES: \$105,240.64

MONTHLY NNN EXPENSES: \$8,770.05

EXHIBIT G

of Subordination, Non-Disturbance, Attornment, and Estoppel Agreement

Recording Requested By
CHICAGO TITLE COMPANY

And After Recording,
Return To: FRESNO
MADERA FARM CREDIT,
ACA

P.O. BOX 13069
FRESNO, CA 93794-3069
ESCROW NO: 450001235-
450-SM

**SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND
ESTOPPEL AGREEMENT
(DEED OF TRUST)**

THIS AGREEMENT is entered into as of _____, 202__, by and among COUNTY OF FRESNO, a political subdivision of the State of California (“Tenant”), Jeff Jue and Velvet Jue, as trustees of the Jeff & Velvet Jue Family Trust, dated August 10, 2011 (“Landlord”), and Fresno-Madera Federal Land Bank Association, FLCA (“Bank”)

RECITALS

A. Landlord hereby informs Tenant that Bank or its predecessor in interest has extended credit or may hereafter extend credit to Landlord, secured, in whole or in part, by a deed of trust (the “Deed of Trust”) covering that certain real property situated in Fresno County, with an address as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “Real Property”).

B. As of the effective date of this Agreement, Tenant leases a portion (the “Premises”) of the Real Property, pursuant to a lease entered into between Landlord and Tenant, dated as of _____, 2024 (as such may have been amended,

modified, restated, or otherwise assigned, transferred or sub-let, the "Lease"). Landlord hereby informs Tenant that it is a condition of Bank's agreement with Landlord to extend or continue credit to Landlord, secured by the Real Property, that the security of the Deed of Trust be and at all times remain a lien or charge on the Real Property prior and superior to the rights of Tenant under the Lease, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SUBORDINATION.

- (a) Subordination of Lease. The Deed of Trust and any and all extensions, renewals, modifications, or replacements thereof shall be and at all times remain a lien or charge on the Real Property prior and superior to the Lease, subject to the terms and conditions set forth in this Agreement. Tenant intentionally and unconditionally subordinates the priority and superiority of the Lease and Tenant's right and interest to the Real Property thereunder, including without limitation, all rights under any option(s) to purchase or right(s) of first refusal with respect to the Real Property, to the lien or charge of the Deed of Trust, and any and all extensions, renewals, modifications or replacements thereof, subject to the terms and conditions set forth in this Agreement.
- (b) Reliance. Tenant acknowledges that Bank, subject to Section 1(a) hereof, in extending credit or continuing to extend credit to Landlord secured by the Real Property, is doing so in material reliance on this Agreement. Landlord acknowledges that Tenant is entering into this Agreement with Landlord, and is doing so in material reliance on the following representation made by Landlord for the benefit of Tenant: (1) there is no legal proceeding pending or threatened against Landlord that, individually or in the aggregate, directly or indirectly, would be reasonably likely to have a material adverse effect on Landlord's ability to repay the loan secured by the Deed of Trust, (2) Landlord has not failed to timely pay any material financial obligation in the last five (5) years of the date of this Agreement, and (3) during the past five (5) years, Landlord, including any member of Landlord, has not been the subject of any bankruptcy petition filed by or against Landlord, including any member of Landlord.
- (c) Acknowledgments of Tenant. Tenant acknowledges that it has and will continue to obtain such information with respect to any credit extended by Bank to Landlord, and all loan documents executed in connection therewith, as Tenant deems necessary in order to grant or provide this subordination. Tenant further agrees that Bank is under no obligation or duty to, nor has Bank represented that it has or will, oversee the application of the proceeds of any such credit by any person or entity, and any application or use of any such proceeds for purposes other than

- (d) those for which they were intended shall not defeat this subordination. Entire Attornment Agreement. This Agreement constitutes the whole and only agreement among the parties hereto with regard to the subject matter hereof with respect to the Lease, any applicable option(s) to purchase or right(s) of first refusal, and subordination thereof to the lien or charge of the Deed of Trust; there are no agreements (written or oral) outside or separate from this Agreement with respect to the subject matter hereof; and all prior negotiations with respect thereto, if any, are merged into this Agreement. This Agreement shall supersede, but only insofar as would affect the priority between the Deed of Trust and the Lease, any prior agreements as to such subordination, non-disturbance, attornment, and estoppel with respect to the lien of a deed of trust or mortgage affecting all or any portion of the Real Property.

2. LEASE. Tenant hereby covenants and agrees that, so long as the Deed of Trust remains in force and effect:

- (a) No Modification, Termination or Cancellation. Without Bank's prior written consent, which consent shall not be unreasonably withheld or delayed, Tenant shall not: (1) consent to any modification of the Lease that would (i) reduce the term of the Lease, (ii) reduce the rent payable or change the due dates thereunder, (iii) change any notice or cure period set forth therein or (iv) materially increase the obligations or responsibilities of Landlord thereunder; nor (2) consent to any voluntary termination or cancellation of the Lease; provided however, that the foregoing shall not prevent Tenant from terminating the Lease as a result of a default by Landlord thereunder that is not cured within such time periods after notice, as may be applicable thereto under the terms of the Lease and this Agreement.
- (b) Notice of Default. Tenant shall notify Bank in writing concurrently with any notice given to Landlord of any breach of or default by Landlord under the Lease or right of Tenant to terminate the Lease ("Tenant's Notice to Bank"). Tenant agrees that Bank shall have the right (but not the obligation) to cure any breach or default specified in a Tenant's Notice to Bank within the time periods set forth in this Section 2(b), and Tenant shall not declare a default of the Lease, only as to Bank, if Bank cures such breach or default within thirty (30) days after the expiration of the time period provided in the Lease for the cure thereof by Landlord; provided however, that if such breach or default cannot with diligence be cured by Bank within such thirty (30) day period, the commencement of action by Bank within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Bank pursues such cure with diligence, provided however, the total time allowed for such cure by Bank shall not exceed sixty (60) days after the date that Tenant has provided to Bank the Tenant's Notice to Bank. In the event Bank's possession of the Real Property is necessary to effect such cure, then the total time allowed for such cure by Bank instead shall not exceed one hundred twenty (120) days after the date that Tenant has provided to Bank the

Tenant's Notice to Bank, provided that (a) Bank shall, promptly after receiving Tenant's Notice to Bank, initiate and diligently pursue all such remedies as are available to Bank under the Deed of Trust so as gain possession of the Real Property, (b) upon gaining possession of the Real Property, Bank shall have promptly commenced and continued to remedy such act, omission, or default or cause the same to be remedied, and (c) if the Bank has not cured any such uncured act, omission, or default within such one hundred twenty day (120) period, Tenant shall have all rights and remedies available to Tenant pursuant to Section 13, 14 and/or 17 of the Lease, provided however, for any notice that is required thereunder, Tenant shall only be required to give Landlord or Bank ten (10) days' notice that Tenant is exercising its right or remedy thereunder.

- (c) No Advance Rents. Tenant shall not make any payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease, provided however, the parties to this Agreement acknowledge and agree that Tenant is obligated under Section 4.3 of the Lease to pay such amounts incurred by Landlord that may be charged monthly to Landlord, with respect to the Premises, as necessary for the payment of the following items: (i) maintenance costs and expenses as provided in Section 6 of the Lease; (ii) except as otherwise provided in this Sections 4.3 and 7 of the Lease, property insurance costs incurred and all real property tax on the Premises (including any fees, taxes or assessments against, or as a result of, any Tenant improvements installed on the Premises by or for the benefit of Tenant) during the Term; and (iii) insurance costs incurred under Section 22 of the Lease, and pursuant to Section 7 of the Lease, with respect to the Premises, and (iv) all personal property taxes, which are taxes charged against trade fixtures, furnishings, equipment or any other personal property which are taxable to the Tenant; collectively, "Additional Rent." Tenant is to make monthly advances to Landlord for the costs or expenses related to anticipated parking lot maintenance, and a reasonable reserve, and the amounts thereof paid by Tenant to Landlord, or Bank or any other transferee of the Real Property, pursuant to Section 3 hereof, as a landlord under the Lease and this Agreement, shall be fully credited to Tenant under the Lease and this Agreement.
- (d) Assignment of Rents. Upon receipt by Tenant of written demand from Bank, which shall include copy of the same that Bank has given to Landlord, that Bank has elected to terminate the license granted to Landlord to collect rents from Tenant under the Lease, as provided in the Deed of Trust, and directing Tenant to make payment thereof to Bank, Tenant shall, for any rents due and payable thirty (30) days thereafter, comply with such direction to pay, and shall not be required to determine whether Landlord is in default under any obligations to Bank, or to honor any conflicting demand from Landlord. Bank and Landlord acknowledge and agree that Tenant shall be entitled to rely solely upon the written demand, with copy of the same that Bank has been given to Landlord, given by Bank referred to herein. Landlord, by executing this Agreement, acknowledges and agrees that Tenant shall be

entitled to full credit under the Lease for any rents paid to Bank in accordance with the provisions hereof to the same extent as if such rents were paid directly to Landlord.

3. **ATTORNNMENT.** If Bank or any other transferee of the Real Property acquires Landlord's right, title and interest in and to the Real Property pursuant to a foreclosure of the Deed of Trust or a transfer of the Real Property in lieu thereof, or in any other manner whereby Bank or such transferee succeeds to the interest of Landlord under the Lease, Tenant agrees as follows for the benefit of Bank or such transferee, ten (10) days after Tenant's receipt of written notice of Bank's or any other transferee's of the Real Property acquisition of Landlord's right, title and interest in and to the Real Property:
- (a) **Payment of Rent.** Tenant shall pay to Bank or such transferee all rents due and payable thereafter pursuant to the terms of the Lease for the remaining term thereof.
 - (b) **Continuation of Performance.** Tenant shall be bound to Bank or such transferee in accordance with all of the terms of the Lease for the remaining term thereof, and Tenant hereby attorns to Bank or such transferee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Bank or such transferee succeeding to Landlord's interest in the Lease and giving written notice thereof to Tenant.
 - (c) **No Offset or Lender Liability; Acts and Omissions of Landlord.** Neither Bank nor such transferee shall be liable for, or subject to, any offsets or defenses that Tenant may have by reason of any act or omission of Landlord as the prior landlord under the Lease, nor for the return of any sums which Tenant may have paid to Landlord as the prior landlord under the Lease as security deposits, advance rentals (except for Parking Lot Maintenance Advances under Section 2(c), hereof) or otherwise, except to the extent that such sums are actually delivered by Landlord to Bank or such transferee, except that Tenant shall be entitled to exercise all rights and remedies provided to Tenant under the Lease with respect to continuing defaults thereunder resulting from the acts or omissions of Landlord, and/or Bank or its transferee following a foreclosure, and arising after Bank, or its transferee has received Tenant's Notice to Bank with respect to such defaults and has not cured the same under Section 2(b), hereof. The foregoing shall not relieve Bank or such transferee from performing the obligations of a landlord under the Lease arising once Bank or such transferee acquires Landlord's right, title and/or interest in and to the Real Property. In no event shall Bank nor any such transferee be liable for, or subject to, any offsets or defenses with respect to the return of any sums that Tenant may have paid to Landlord as the prior landlord under the Lease as security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Landlord to Bank or such transferee, provided however, the provisions of this Section 3(c) shall be subject to payments made by Tenant under Section 2(c), hereof.
 - (d) **Subsequent Transfer.** If Bank or such transferee, by succeeding to Landlord's interest under the Lease, becomes obligated to perform the

covenants of a lessor thereunder, then, upon any further transfer by Bank or such transferee of its interest as a lessor under the Lease, all of such obligations shall terminate as to Bank or such transferee, but shall thereupon be assumed by each successor transferee.

4. NON-DISTURBANCE.

- (a) Dispute. Any dispute between or among Bank and Landlord as to the existence of a breach of, or default in the performance of, any obligation by Bank and Landlord respectively, under the terms and conditions of the Deed of Trust and/or the loan secured thereby, or by Landlord under the Lease, or by Bank or Landlord, respectively, under any other agreement between or among them, the extent or nature of such breach or default, or Bank's exercise of any right or remedy against Landlord, including exercise of power of sale (including trustee's sale and foreclosure), judicial foreclosure, obtaining a deed in lieu of foreclosure, or otherwise, or obtaining possession of the Real Property under the terms and conditions of the Deed of Trust, or otherwise succeeding to the interests of Landlord in the Lease, shall be dealt with and adjusted solely between Bank and Landlord, as applicable; and the County of Fresno, including its officers, agents, and employees, shall not be named or joined in any such dispute, or other proceedings to enforce the Deed of Trust, the loan, or other agreements, unless such naming or joinder of the County of Fresno, including its officers, agents, and employees, shall be legally required; provided however, such joinder or naming of the County of Fresno, including its officers, agents, and employees, shall, so long as the County of Fresno is not then in default under the Lease, in no way whatsoever terminate, extinguish, disturb, diminish, or otherwise adversely affect Tenant's rights and remedies under this Agreement or the Lease. The provisions of this Section 4(a) shall survive the termination of this Agreement.
- (b) Foreclosure. In the event of a foreclosure of the Deed of Trust, or a transfer of the Real Property in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Landlord under the Lease, so long as there shall then exist no breach, default or event of default by Tenant under the Lease which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle Landlord to terminate the Lease: (a) the Lease, including leasehold interest of Tenant and any right thereunder of any subtenants of Tenant, shall not be terminated, disturbed, extinguished, diminished, or otherwise adversely affected by reason of such foreclosure or transfer of the Real Property in lieu thereof or in any other manner; (b) other than as set forth herein, none of Tenant's rights under the Lease, or the rights thereunder of any subtenants of Tenant, shall be adversely affected by reason of any default under the Deed of Trust, and the Lease shall continue in full force and effect; (c) Bank and its transferee shall recognize and accept Tenant as the tenant under the Lease, subject to the terms and conditions of the Lease as modified by this Agreement; (d) Bank, and its transferee, as landlord under the Lease, shall have all the rights and all the obligations of the Landlord under the Lease and shall not split the ownership interest in the Real Property, including the Premises, or the Lease such that such interest rests with more than one party at any time; and (e) Bank will not join Tenant as a party defendant in any action or foreclosure proceeding unless such joinder is required by law to foreclose the Deed of Trust, then only for such purpose and not for the purpose of terminating the Lease.

5. ESTOPPEL. Tenant acknowledges, represents, and certifies to Bank as follows:

- (a) Lease Effective. The Lease has been duly executed and delivered by Tenant and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenant thereunder are valid and binding, and there have been no amendments, modifications, or additions to the Lease (written or oral), other than those expressly included in the Lease definition set forth above. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Real Property.
- (b) No Default. As of the date hereof, and to the best of Tenant's knowledge, (i) there exists no breach of or default under the Lease, nor any condition, act or event that with the giving of notice or the passage of time, or both, would constitute such a breach or default, and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the terms of the Lease.
- (c) No Prepaid Rent. No deposits or prepayments of rent have been made by Tenant in connection with the Lease.

6. MISCELLANEOUS.

- (a) Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law.
- (b) Notices. The persons and their addresses having authority to give and receive notices under this Agreement include the following:

Bank:

FRESNO MADERA FARM CREDIT
P.O. BOX 13069
FRESNO, CA
93794-3069

Tenant:

COUNTY OF
FRESNO
333 W. Pontiac Way
Clovis, CA 93611

Landlord:

Jeff Jue and Velvet Jue, Trustees
6475 N. Palm Ave.#101
Fresno, CA 93704

All notices, requests and demands that any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth herein, or to such other address as any party may designate by written notice to all other parties. All notices between the Tenant, the Landlord, and the Bank, or any combination thereof, provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-

class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) business days of the recipient after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) business day of the recipient after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures required by applicable law.

- (c) Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge, and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein or under the Lease.'
- (d) Successors, Assigns; Governing Law. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto, and shall be interpreted and construed in accordance with and governed by the laws of the State of California. Venue for any action arising out of or relating to this Lease shall be in Fresno County, California.
- (e) Conflicts. In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of this Agreement shall control. However, Tenant is not a party to and is not bound by the Deed of Trust.
- (f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

[Next page is signature page]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the date first written above, and as applicable, with the intention that it constitutes an instrument under seal.

TENANT:
COUNTY OF FRESNO

By:_____

333 W. Pontiac Way
Clovis, CA 93611

BANK:
Fresno-Madera Federal Land
Bank Association
By: _____

P.O. BOX 13069
Fresno, CA
93984

LANDLORD:

JEFF & VELVET JUE FAMILY TRUST, DATED AUGUST 10, 2011

By:_____

Jeff Jue, trustee of the Jeff & Velvet Jue Family Trust, dated August 10, 2011

By:_____

Velvet Jue, trustee of the Jeff & Velvet Jue Family Trust, dated August 10, 2011

6475 N. Palm Ave.#101
Fresno, CA 93704

TENANT:

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

BANK:

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LANDLORD:

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
TO SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND ESTOPPEL
AGREEMENT

Legal Description of Real Property:

For APN/Parcel ID: 409-040-67

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcels B and C of Parcel Map No. 74-05, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded April 23, 1974 in Book 12 of Parcel Maps, at Page 59, Fresno County Records.