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LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") is made and entered into this 22nd day of June, 2021, by and between HERITAGE CENTRE, LLC, a California limited liability company, 1475 Powell Street, Suite 101, Emeryville, California 94608 ("LESSOR"), and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 Pontiac Way, Clovis, CA 93612 ("LESSEE"). LESSOR and LESSEE shall also be referred to herein singularly as a "Party" and collectively as "Parties."

1. **LEASED PREMISES** - LESSOR hereby leases to LESSEE approximately 141,620 square feet of office space and approximately 21,550 square feet of storage space, which 21,550 square feet shall to be utilized for storage only, at the location commonly known as Heritage Centre (the "Centre"), located at 3109, 3127, 3133, 3147, 3676 N. Millbrook, Fresno, CA 93726, (the "Building"), in that portion of the Building as shown on the site plan attached as Exhibit "A", attached and incorporated by this reference ("Premises"), and the exclusive right to use the Centre's parking lot, which contains four (4) stalls per one-thousand (1,000) square feet of building space.

2. **TERM** - The term of this LEASE shall be for seventeen (17) months, beginning February 1, 2021, and ending June 30, 2022 ("Term"). This LEASE may be extended for one (1) twelve (12) month period automatically, unless notice of non-renewal is provided no later than one hundred eighty (180) days prior to the first day of the twelve (12) month extension period. In no event shall the term of this LEASE extend beyond

3. June 30, 2023.

4. **RENT** - LESSEE shall pay rent on a monthly basis for the Premises ("Base Rent") beginning February 1, 2021, as shown in the payment schedule below:

Rent Period	Office Space	Storage Space	Monthly Total	Amount Due
February 2021	\$198,684.20	\$3,271.00	\$202,955.20	Paid in Full
March 2021	\$198,684.20	\$3,271.00	\$202,955.20	Paid in Full
April 2021	\$198,684.20	\$3,271.00	\$202,955.20	\$45,026.86
May 2021	\$198,684.20	\$3,271.00	\$202,955.20	\$45,026.86
June 2021	\$198,684.20	\$3,271.00	\$202,955.20	\$45,026.86
July 1, 2021-June 30, 2022	\$202,516.60	\$3,271.00	\$205,787.60	\$205,787.60
July 1, 2022-June 30, 2023 (Option Period)	\$205,349.00	\$3,271.00	208,620.00	\$208,620.00

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

10 6. USE – LESSEE shall use the Premises as office space for its Department of
11 Behavioral Health or for any other County of Fresno department, office, or agency. LESSEE
12 agrees to comply with all applicable laws, ordinances and regulations in connection with such
13 use.

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

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

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

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

16 a. Determination of Prevailing Wage Rates – In accordance with Labor Code
17 section 1770, et seq., the Director of the Department of Industrial Relations of the State
18 of California has determined the general prevailing wages rates and employer
19 payments for health and welfare pension, vacation, travel time and subsistence pay as
20 provided for in Section 1773.1, apprenticeship or other training programs authorized by
21 Section 3093, and similar purposes applicable to the work to be done.

22 b. Website – Information pertaining to applicable Prevailing Wage Rates may be
23 found on the website for the State of California – Department of Industrial Relations:
24 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable
25 prevailing wage rates for apprentices may be found on the website for the State of
26 California – Department of Industrial Relations:
27 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

28 c. Requirement – It shall be mandatory upon LESSOR, and any contractors or

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subcontractors utilized by LESSOR to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, LESSOR shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by LESSOR at the site, where it will be available to any interested party.

d. Penalty – LESSOR shall comply with Labor Code section 1775 and shall forfeit as a penalty to LESSEE Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done by LESSOR in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by LESSOR.

e. Record-Keeping – LESSOR shall keep an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that LESSOR has complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by LESSEE, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

9. BREACH OF OBLIGATION TO MAINTAIN - In the event LESSOR breaches its obligation to maintain the Premises as herein provided, LESSEE shall give written notice to

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

- 8 (A) Terminate this LEASE by providing thirty (30) days prior written notice. In such
9 case, LESSEE shall have the right to demand LESSOR refund any prepaid
10 monies. Upon receipt of such demand, LESSOR shall promptly refund all such
11 monies; or
12 (B) Cure LESSOR's breach and deduct the cost of such cure, together with
13 reasonable administrative costs, from LESSEE's future rent obligation. LESSEE'S
14 decision to cure LESSOR'S breach shall not constitute a waiver of any rights or
15 remedies that LESSEE may have arising from this LEASE or by operation of law.

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

- 20 (A) LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty damage
21 to the Premises, then it shall within fifteen (15) days after the date of Casualty
22 provide written notice ("Notice of Repair") to LESSEE indicating the anticipated
23 time required to repair. LESSOR shall bear the cost of all repairs to the
24 Premises, including the cost to repair any alterations or fixtures installed or
25 attached thereto by LESSEE. Such repairs shall restore the Premises to
26 substantially the same condition as that existing at the commencement of this
27 LEASE; such repairs shall also be made in compliance with all applicable state
28 and local building codes. LESSOR shall not be liable to LESSEE for

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compensation for any loss of business, or any inconvenience or annoyance arising from repair of the Premises as a result of the Casualty except for rent reduction as hereinafter provided. LESSEE shall be responsible at its sole cost and expense for the replacement of its personal property.

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

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

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

11. TERMINATION NOTICES – In the case of LESSEE, the County Administrative Officer, Director of Internal Services/Chief Information Officer, Director of Behavioral Health or

1 a designee of one of them, shall have the power to provide termination notices as described
2 herein to terminate this LEASE.

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

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

20 The provisions of this Section 12 shall survive termination of this LEASE.

21 14. INSURANCE

22 a. LESSOR – Without limiting the LESSEE's right to obtain indemnification from
23 LESSOR or any third parties, LESSOR, at its sole expense, shall maintain in
24 full force and effect, the following insurance policies or a program of self-
25 insurance, including but not limited to, an insurance pooling arrangement of
26 Joint Powers Agreement (JPA) throughout the term of this Lease:

27 i. Commercial General Liability - Commercial General Liability Insurance with
28 limits of not less than Two Million Dollars (\$2,000,000) per occurrence and

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an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per-occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the nature of this contract.

- ii. Property Insurance – Against all risk of loss to property, at full replacement cost with no coinsurance penalty provision.
- iii. Rental Loss Insurance – A policy of rental interruption or rental loss insurance against loss, total, or partial, of the use and occupancy of the Premises, in an amount sufficient to pay Rent hereunder for a twenty-four (24) month period, as a result of the hazards covered by the insurance policy required under Section 18(a)(ii), herein.
- iv. Worker's Compensation - A policy of Worker's Compensation insurance as may be required by the California Labor Code.

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

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

1 Within (30) days from the date LESSOR executes this Lease, LESSOR shall provide
2 certificates of insurance and endorsement as stated above for all of the foregoing policies, as
3 required herein, to the County of Fresno, Attn: ISD Lease Services (L-337), 333 W. Pontiac
4 Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and are in
5 full force; that 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 CONTRACTOR
7 has waived its right to recover from the COUNTY, its officers, agents, and employees any
8 amounts paid under the insurance policy and that waiver does not invalidate the insurance
9 policy; that such Commercial General Liability insurance names the County, its officers,
10 agents, and employees, individually and collectively, as additional insured, but only insofar as
11 the operations under this Lease are concerned. Coverage for additional insured shall apply as
12 primary insurance and any other insurance, or self-insurance, shall not be cancelled or
13 changed without a minimum of thirty (30) days advance, written notice given to County.

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

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

20 b. LESSEE – Shall maintain during the term of this Lease the following policies of
21 insurance, which coverages may be provided in whole or in part through one or
22 more programs of self-insurance:

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

27 ii. Property insurance covering the personal property of LESSEE.

28 iii. A policy of Worker's Compensation insurance as may be required by the

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California Labor Code .

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

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

16. SUBORDINATION AND ATTORNMENT – At LESSOR'S option, this LEASE shall be subordinated to any mortgage or deed of trust which is now or shall hereafter be placed upon the Premises, and LESSEE agrees to execute and deliver any instrument which may be necessary to further effect the subordination of the LEASE to any such mortgage or deed of trust; provided, however, that such instrument of subordination shall provide, or the mortgagee or beneficiary of such mortgage or deed of trust otherwise shall agree in writing in recordable form delivered to LESSEE, that the mortgagee or beneficiary, including their successors and assigns, recognize LESSEE's leasehold interest under this LEASE and that so long as LESSEE is not in default under this Lease, foreclosure of any such mortgage or deed of trust or sale pursuant to exercise of any power of sale thereunder, or deed given in lieu thereof, shall not affect this LEASE, and that LESSEE shall continue with its quiet enjoyment of the LEASE, but such foreclosure or sale, or deed given in lieu thereof, shall be made subject to this LEASE which shall continue in full force and effect, binding on LESSEE,

1 as lessee, and the transferee, as lessor. LESSEE shall attorn to the transferee as if said
2 transferee was LESSOR under this LEASE.

3 17. SURRENDER OF POSSESSION - Upon the expiration or termination of this
4 LEASE, LESSEE will surrender the Premises to LESSOR in such condition as existing at the
5 commencement of this LEASE, less reasonable wear and tear, less the effects of any
6 Casualty as herein defined, and less the effects of any breach of LESSOR'S covenant to
7 maintain. LESSEE will not be responsible for any damage which LESSEE was not obligated
8 hereunder to repair.

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

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

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

22 21. ASSIGNMENT - LESSEE shall not assign, transfer or sub-let this LEASE, or its
23 rights or duties under this LEASE, without the prior written consent of LESSOR, which consent
24 shall not be unreasonably withheld or denied. LESSOR shall have the right to assign this LEASE
25 in connection with any sale of the Premises, provided that LESSOR promptly notifies LESSEE in
26 writing of any proposed or impending such sale.

27 22. GOVERNING LAW - Venue for any action arising out of or relating to this
28 LEASE shall be in Fresno County, California. This LEASE shall be governed by the laws of

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the State of California.

23. NOTICES - The persons and their addresses having authority to give and receive notices under this LEASE include the following :

LESSEE:	LESSOR:
County of Fresno (L-336)	Heritage Centre LLC
Director of Internal Services/	Attn: Steve Schwartz
Chief Information Officer	1475 Powell Street, Suite 101
333 Pontiac Way	Emeryville, CA 94608
Clovis, CA 93612	

All notices between the LESSEE and the LESSOR provided for or permitted under this LEASE must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. 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 LESSEE business days 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 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of LESSEE business hours, then such delivery shall be deemed to be effective at the next beginning of a LESSEE business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this LEASE, nothing in this 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).

24. INDEPENDENT CONTRACTOR - In performance of the work, duties and obligations assumed by LESSOR under this LEASE, it is mutually understood and agreed that LESSOR, including any and all of the LESSOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity

1 and not as an officer, agent, servant, employee, joint venture, partner, or associate of the
2 LESSEE. Furthermore, LESSEE shall have no right to control or supervise or direct the manner
3 or method by which LESSOR shall perform its work and function. However, LESSEE shall retain
4 the right to administer this LEASE so as to verify that LESSOR is performing its obligations in
5 accordance with the terms and conditions thereof.

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

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

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

20 Members of LESSOR'S Board of Directors shall disclose any self-dealing transactions
21 that they are a party to while LESSOR is providing goods or performing services under this
22 LEASE. A self-dealing transaction shall mean a transaction to which the LESSOR is a party
23 and in which one or more of its directors has a material financial interest. Members of the
24 Board of Directors shall disclose any self-dealing transactions that they are a party to by
25 completing and signing a Self-Dealing Transaction Disclosure Form Exhibit "C", attached
26 hereto and by this reference incorporated herein, and submitting it to the County of Fresno
27 prior to commencing with the self-dealing transaction or immediately thereafter.

28 26. ELECTRONIC SIGNATURES. The parties agree that this LEASE may be

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

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

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

25 This LEASE shall be binding on and inure to the benefit of LESSOR’S heirs,
26 successors and assigns. .

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EXECUTED as of the date first herein written.

LESSOR:
HERITAGE CENTRE, LLC

LESSEE:
COUNTY OF FRESNO

DocuSigned by:
By J.R. Orton III
J.R. Orton III, Managing Director

By [Signature]
Steve Brandau, Chairman of the
Board of Supervisors of the County of

DocuSigned by:
By Steve Schwartz
Steve Schwartz, Owner Representative

Fresno

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

By [Signature]
Deputy

Fund 0001
Subclass 10000
Org No. 7340 5630
Acct. No. 5630 7340

**EXHIBIT A
SITE PLAN**

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EXHIBIT B
JANITORIAL SERVICE REQUIREMENTS

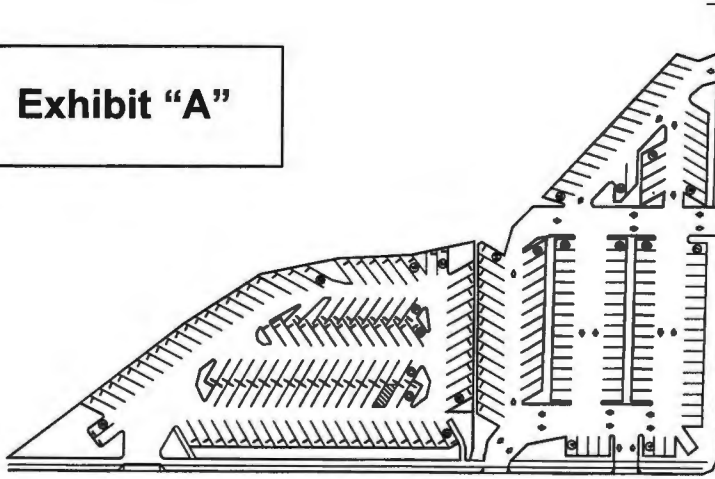
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EXHIBIT C
SELF-DEALING TRANSACTION DISCLOSURE FORM

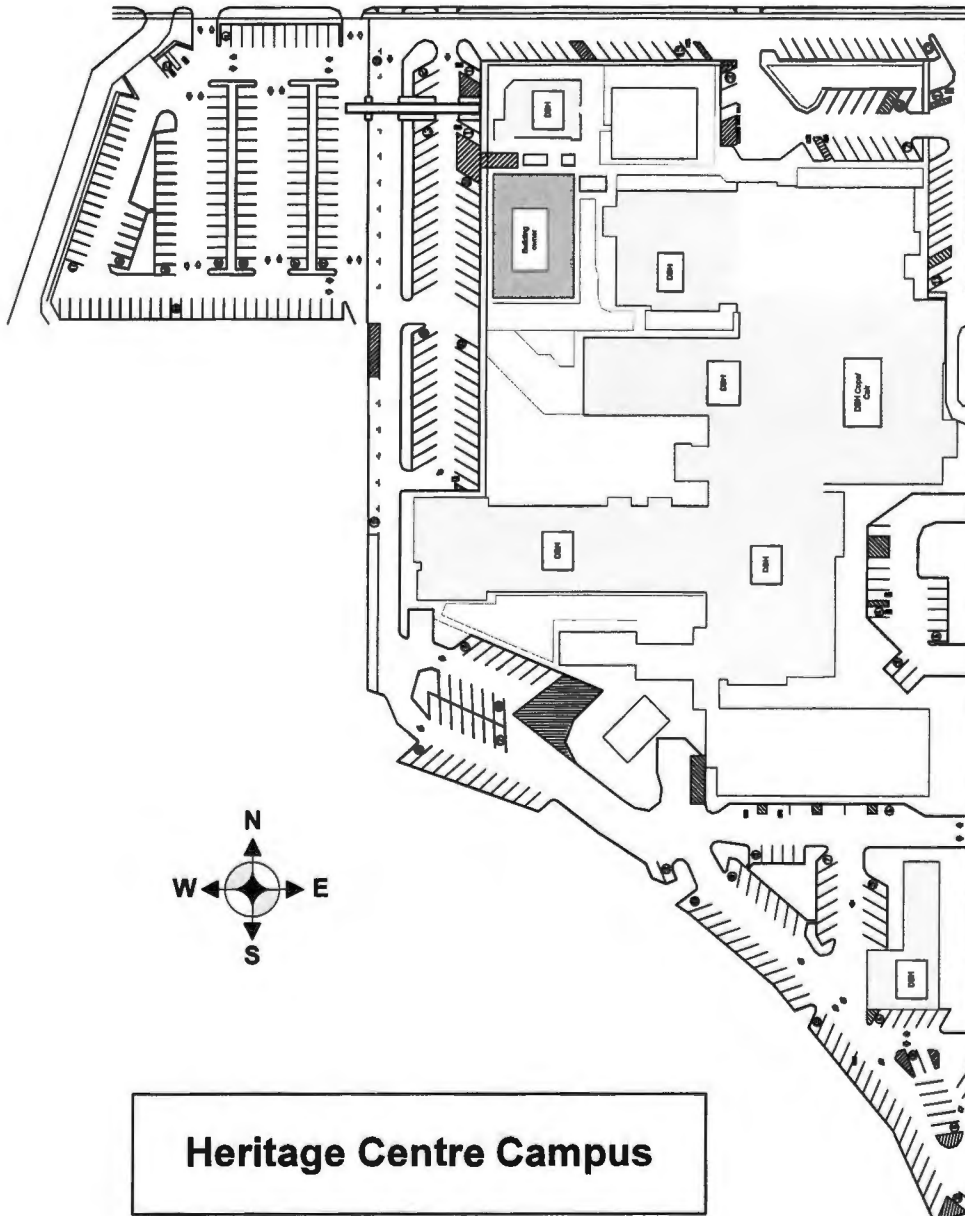
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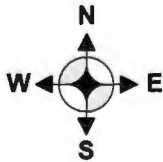
Exhibit "A"



East Shields Ave



North Millbrook Ave



Heritage Centre Campus

EAST MICHIGAN

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Exhibit "B"
L-336

PERFORMED DAILY:

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

PERFORMED WEEKLY:

- Dust picture frames and partition tops

PERFORMED EVERY THREE MONTHS:

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

PERFORMED EVERY SIX MONTHS:

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

PERFORMED ONCE PER YEAR

Wash/clean walls

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PERFORM AS REQUIRED

- Wet mop floors
- Dust wall picture frames and partition tops
- High dust, including walls, light fixtures, vents and ledges above normal reach door ledges
- Dust/clean baseboards

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Mail the completed form to:

County of Fresno
Attn: Lease Services (L-336b)
Internal Services Department
333 W. Pontiac Way
Clovis, CA 93612

(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:	