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Building C/5610

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 25th day of February, 2020 ("Effective Date"), by and between 380 Ashlan LLC, a California limited liability company, 2780 N. Miami Ave., Ste. 101, Fresno, CA 93727, ("LESSOR"), and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac Way, Clovis, CA 93612 ("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 the real property at the location commonly known as 380 W. Ashlan Avenue, Clovis, CA 93612, which includes a building containing approximately 138,290 square feet of office space (the "Building"), together with surrounding common area parking, which comprises a portion of Fresno County Assessor's Parcel Number 493-170-33, as depicted on Attachment "A", which is attached to and incorporated by this reference (the "Premises"). LESSOR represents, covenants, and warrants to LESSEE that prior to delivery of the Lessor Occupancy Notice (as defined below), Lessor shall not permit any new mortgages, deeds of trust, leaseholds, pledges, conditions or restrictions, liens or encumbrances against the Premises that are not already in existence, with the exception of items permitted under Section 38, or other items that are expressly subordinate to this Lease. Upon LESSEE's receipt of the Lessor Occupancy Notice (as defined below), and continuing thereafter and during the term of this Lease, LESSEE shall have the right to record a memorandum of this Lease against the Premises in the official records of the County Recorder ("Memorandum of Lease").

2. TERM – The primary term of the Lease shall be for a period of nineteen (19) years, and shall commence upon the earlier of (i) September 1, 2021, or (ii) the completion of the Tenant Improvements by LESSOR, and after a building occupancy permit (or similar permission to occupy) has been issued by the local governing agency (whichever occurs first, between (i) and (ii), the "Rent Commencement Date"). LESSEE shall pay Base Rent and Additional Rent, which the parties have previously determined to be fair market value, from and after the Rent Commencement Date. The Rent Commencement Date, as set forth above,

1 shall be acknowledged in a writing signed by LESSOR and LESSEE’s Director of Internal
2 Services (“Lessor Occupancy Notice”). It is understood by the Parties herein that LESSEE’s
3 primary term shall commence only after this written acknowledgement is executed, which
4 shall not be unreasonably withheld or delayed. The primary term set forth above and any
5 renewal term (if applicable) may be referred to hereinafter either singularly or collectively as
6 the “Term” or ‘term’.

7 3. RENT/OPERATION COSTS – LESSEE shall pay to LESSOR, on a monthly
8 basis, both Base Rent and Additional Rent (as both terms are defined herein). Base Rent and
9 Additional Rent shall be collectively referred to as the “Rent.”

10 i. Base Rent – LESSEE shall pay base rent on a monthly basis for the
11 Premises (“Base Rent”) beginning on the Rent Commencement Date, as
12 shown in the payment schedule below.

Rent Period Beginning	Per Sq St	Monthly	Annual
September 1, 2021	\$ 1.35	\$ 186,691.50	\$ 2,240,298.00
September 1, 2022	\$ 1.40	\$ 193,412.39	\$ 2,320,948.73
September 1, 2023	\$ 1.45	\$ 200,375.24	\$ 2,404,502.88
September 1, 2024	\$ 1.50	\$ 207,588.75	\$ 2,491,064.99
September 1, 2025	\$ 1.56	\$ 215,061.94	\$ 2,580,743.33
September 1, 2026	\$ 1.61	\$ 222,804.17	\$ 2,673,650.09
September 1, 2027	\$ 1.67	\$ 230,825.12	\$ 2,769,901.49
September 1, 2028	\$ 1.73	\$ 239,134.83	\$ 2,869,617.94
September 1, 2029	\$ 1.79	\$ 247,743.68	\$ 2,972,924.19
September 1, 2030	\$ 1.86	\$ 256,662.45	\$ 3,079,949.46
September 1, 2031	\$ 1.92	\$ 265,902.30	\$ 3,190,827.64
September 1, 2032	\$ 1.99	\$ 275,474.79	\$ 3,305,697.43
September 1, 2033	\$ 2.06	\$ 285,391.88	\$ 3,424,702.54
September 1, 2034	\$ 2.14	\$ 295,665.99	\$ 3,547,991.83
September 1, 2035	\$ 2.21	\$ 306,309.96	\$ 3,675,719.54
September 1, 2036	\$ 2.29	\$ 317,337.12	\$ 3,808,045.44
September 1, 2037	\$ 2.38	\$ 328,761.26	\$ 3,945,135.08
September 1, 2038	\$ 2.46	\$ 340,596.66	\$ 4,087,159.94
September 1, 2039	\$ 2.55	\$ 352,858.14	\$ 4,234,297.70

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25 ii. ADDITIONAL RENT – In addition to the Base Rent, LESSEE shall pay on
26 a monthly basis as “Additional Rent” the annual operations costs for the
27 Premises to LESSOR, consisting of 100% of LESSOR’S actual out of
28 pocket cost for real estate taxes, insurance, and all maintenance-related

1 expenses incurred by LESSOR allocable to the Premises (collectively,
2 “Operation Costs”), as listed in the Operating Budget attached as
3 Attachment “B,” and incorporated by this reference. Anticipated total
4 Operation Costs for September 1, 2021 through December 31, 2021 are
5 \$413,210.52, as set forth in Attachment “B,” although the parties
6 acknowledge that Attachment “B” is simply an estimate for informational
7 purposes only, and that this estimate shall not be deemed or otherwise
8 construed as a representation, warranty or covenant by LESSOR as to
9 the actual Operation Costs for the 2021 calendar year. Based on the
10 foregoing estimate, beginning on the Rent Commencement Date,
11 LESSEE shall pay Additional Rent to LESSEE for each month or partial
12 month at the rate of \$103,302.63 per month, unless LESSOR provides
13 LESSEE with a revised budget or a statement (as described herein)
14 showing that LESSOR’s actual Operation Costs have increased, at which
15 time LESSEE shall pay Additional Rent in accordance with LESSOR’s
16 revised budget estimate or statement.

17 Within 90 days after the end of each calendar year this Lease is in force, LESSOR
18 shall furnish to LESSEE a statement covering the calendar year just expired, showing by cost
19 category the actual Operation Costs incurred for that year, the monthly payments made by
20 LESSEE during that year for the Operation Costs, and the bills or records supporting each of
21 such costs and the allocations of such costs to LESSEE. If LESSEE’s share of the Operation
22 Costs exceeds LESSEE’s prior payments, LESSEE shall pay to LESSOR, as Additional Rent,
23 the deficiency, within 45 days after receipt of such annual statement and supporting
24 documentation. If LESSEE’s payments for the calendar year exceed LESSEE’s actual share
25 of the Operation Costs, and provided LESSEE is not in arrears as to the payment of any Base
26 Rent or Additional Rent, LESSEE shall offset the excess against any payments of Operation
27 Costs next due LESSOR.

28 4. UTILITIES

1 LESSEE is responsible for contracting directly with the applicable utility provider, and
2 paying directly thereto for natural gas, water/sewer, garbage, telephone, and internet services
3 for the Premises, and any and all other utility services LESSEE requires in connection with its
4 use of the Premises.

5 Notwithstanding any of the foregoing, in the event LESSOR provides LESSEE with
6 solar energy or other alternative source of electricity (“LESSOR-provided electricity”),
7 LESSEE agrees to pay for LESSOR-provided electricity at the market rate that would have
8 been charged to LESSEE by the public utility offering electricity to the Premises, had such
9 public utility provided such electricity to LESSEE on a metered basis. LESSOR-provided
10 electricity shall be included as a component of Operation Costs payable monthly to LESSOR
11 as Additional Rent.

12 5. PARKING – Lessor shall ensure that upon occupancy there is sufficient
13 parking to comply with local municipal building and occupancy codes.

14 6. TENANT IMPROVEMENTS TO PREMISES/PAYMENT TERMS – LESSOR
15 shall construct tenant improvements (“Tenant Improvements”), as described in Attachment E,
16 attached and incorporated by reference. LESSOR shall use commercially-reasonable efforts
17 to ensure that Tenant Improvements are completed by September 1, 2021. Further, any
18 modifications to Attachment E or the final Tenant Improvement drawings, plans and
19 specifications after the execution of this First Amendment must be approved in writing by both
20 LESSOR and LESSEE’s Director of Social Services, or their respective designees, prior to
21 commencement of construction of such modifications, which approval shall not be
22 unreasonably withheld or delayed. If the modifications to Attachment E requested by the
23 LESSEE unreasonably delay the completion, or cause more than a variation of sixty-
24 thousand dollars (\$60,000) in the cost of the Tenandt Improvements, then LESSEE shall be
25 responsible for the cost associated with those modifications including, but not limited to, the
26 Base Rent and Additional Rent that would become due absent the delay caused by such
27 modifications, as well as any construction, management, labor, material or equipment costs
28 that are incurred by LESSOR. LESSOR shall provide all labor, material and equipment for the

1 completion of the above-described work in accordance with Attachment E and the final
2 Tenant Improvement drawings, plans and specifications.

3 LESSOR and LESSEE agree that the total cost for the Tenant Improvements shall not
4 exceed the sum of thirty-seven million and 00/100 dollars (\$37,000,000.00). LESSEE shall
5 pay the costs of the Tenant Improvements in an amount not to exceed \$37,000,000.00, plus
6 interest, upon completion of Tenant Improvements, or September 1, 2021, whichever is
7 earlier, as follows: LESSEE'S cost for Tenant Improvements shall be amortized over the
8 Term, with interest accruing at 8.5% percent per year, as described in Attachment F (the "TI
9 Rent"), attached and incorporated by this reference; however, LESSOR and LESSEE agree
10 that Attachment F is intended as a hypothetical amortization schedule, and will be replaced
11 with an amortization schedule reflecting computation based on the actual cost of the Tenant
12 Improvements. LESSEE shall make monthly payments to LESSOR for the TI Rent, which
13 shall be in addition to the Base Rent and Additional Rent.

14 7. MAINTENANCE AND REPAIRS – LESSOR shall be responsible for all
15 exterior and interior maintenance, including repair of air conditioning systems, heating units,
16 plumbing systems, electrical systems, elevators, and interior/exterior lights and fixture
17 ballasts, fire sprinkler system, roof, painting, flooring, landscape, parking, parking lot lighting,
18 pest control, bird control, administrative fees and other maintenance at the Premises, as set
19 forth in the Premises Services Agreement, attached as Attachment "C," and incorporated by
20 this reference. LESSOR is also responsible for the structural condition of the Building, and
21 agrees that the Building will always be maintained in a condition acceptable for the LESSEE'S
22 intended use of the Premises. LESSOR's maintenance responsibilities shall include carpet
23 replacement and exterior and interior painting, as needed, due to normal wear and tear. All
24 items of maintenance and repair as set forth in Attachment "C" shall be included as a
25 component of Operation Costs, payable monthly to LESSOR as Additional Rent.

26 In the event Building systems such as air conditioning or heating units malfunction,
27 restroom fixtures are not draining properly, water intrusion, leaks, or other events that
28 immediately impact the occupancy of the Premises by LESSEE occur, LESSOR shall

1 respond within twenty-four (24) hours after contact by LESSEE to diligently pursue repairs
2 and replace equipment to restore the systems to full working order. Structural issues,
3 including but not limited to damaged doors, walls, roof, and windows shall be a priority, and
4 shall be addressed within the same day such are reported. LESSOR covenants that the
5 Premises shall be maintained in substantially the same condition as existing on the Rent
6 Commencement Date.

7 LESSEE shall be responsible for damages and repairs caused solely by LESSEE or
8 LESSEE's employees, clients, contractors, or other invitees.

9 8. USE - LESSEE shall use the Premises as office space for its Department of
10 Social Services or for any other County department. LESSEE shall comply with all applicable
11 laws, ordinances and regulations in connection with such use.

12 Subject to Section 34, LESSOR covenants that: (i) as of the Rent
13 Commencement Date, the Premises shall be in compliance with all applicable local, state and
14 federal laws, ordinances and regulations, including but not limited to safety regulations, health
15 and building codes; and (ii) the Premises shall remain in such compliance throughout the
16 term of this LEASE, subject to LESSOR's right to cure, pursuant to Section 12.

17 9. JANITORIAL SERVICES AND COST – LESSOR shall procure and provide
18 janitorial services and supplies at the Premises ("Janitorial Services"). Such Janitorial
19 Services shall be provided five (5) days per week, and shall include the services and supplies
20 as described in Attachment "C". All such expenses for Janitorial Services shall be included as
21 a component of Operation Costs payable monthly to LESSOR as Additional Rent.

22 LESSOR and LESSEE may agree to select a different janitorial service to correct
23 deterioration in the quality of the janitorial service, or for any other reason mutually agreed
24 upon by the parties.

25 10. ALTERATIONS – LESSEE shall make no alterations, installation, changes, or
26 additions in or to the Premises or Building (collectively, "Alterations") without written consent
27 from LESSOR. Alterations shall not include moveable office furniture, office furnishings, or
28 office equipment.

1 11. INDEPENDENT CONTRACTOR – In performance of the work, duties and
2 obligations assumed by LESSOR under this Lease, if any, it is mutually understood and agreed
3 that LESSOR, including any and all of the LESSOR'S officers, agents, and employees will at all
4 times be acting and performing as an independent contractor, and shall act in an independent
5 capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of
6 the LESSEE. Furthermore, LESSEE shall have no right to control or supervise or direct the
7 manner or method by which LESSOR shall perform its work and function; provided, LESSOR
8 shall satisfy and comply with its obligations as set forth herein.

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

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

20 12. COMPLIANCE WITH ALL LAWS; PREVAILING WAGE – If any work is
21 undertaken at the Premises by or on behalf of LESSOR, LESSOR shall comply with, and
22 shall ensure compliance by all contractors and subcontractors with, all applicable laws and
23 regulations, including the payment of prevailing wages pursuant to Section 1770 et seq. of the
24 Labor Code.

25 It is LESSOR's sole responsibility to ensure compliance with California Labor Code
26 §§1770-1780 and any regulations or directions promulgated thereunder by the DIR to the
27 extent legally applicable to said work. To the extent legally applicable to said work, LESSOR
28 shall insert in any contract with its contractor(s), and further shall require its contractor(s) to

1 insert in any subcontract, the requirements contained in California Labor Code §§1770-1780.
2 LESSEE has made no representations upon which LESSOR has relied, and under no
3 circumstances shall LESSEE be responsible for any violation of any wage or employment
4 law, regulation or DIR requirement. Compliance with said laws, regulations and DIR
5 requirements is the sole responsibility of LESSOR and its contractor(s).

6 13. BREACH OF OBLIGATION TO MAINTAIN – In the event LESSOR breaches
7 its obligation to maintain the Premises as herein provided, LESSEE shall give written notice
8 to LESSOR within fifteen (15) days of the discovery of such breach. LESSOR shall then have
9 thirty (30) days from the date of such notice to cure its breach; however, if such default
10 continues beyond thirty (30) days after written notice thereof from LESSEE to LESSOR then
11 LESSOR will not be in default hereunder if within such thirty (30) day period, LESSOR
12 commences the curing of such default and diligently and in good faith prosecutes the same to
13 completion.

14 If the period for cure expires and if, in LESSEE'S sole and reasonable determination,
15 LESSOR has failed to cure, then LESSEE may cure LESSOR'S breach and deduct the cost
16 of such cure, together with reasonable administrative costs, from LESSEE'S future rent
17 obligation. LESSEE'S decision to cure LESSOR'S breach shall not constitute a waiver of any
18 rights or remedies that LESSEE may have arising from this Lease or by operation of law.

19 14. CONDEMNATION OR PROHIBITED USE – If a material portion of the
20 Premises, which for purposes of this Section 13 shall be deemed to be 30% or more of the
21 usable square footage of the Premises (a “Material Portion”), is appropriated, condemned, or
22 taken by any governmental authority or public agency other than LESSEE by use or exercise
23 of eminent domain proceedings or other proceedings, or any inverse condemnation, or is sold
24 under threat of use of exercise of eminent domain by any governmental authority or public
25 agency other than LESSEE, or by reason of law, ordinance, regulation, or court judgment,
26 LESSEE’s use or occupancy of the Premises, or any portion greater than 30% of the rentable
27 square footage, shall be materially and adversely affected for the period set forth in clause (i)
28 below, but excluding therefrom any day that is not a LESSEE business day (collectively

1 “Condemnation or Prohibited Use”), then LESSEE shall have the right to do either of the
2 following:

3 (i) If the Condemnation or Prohibited Use is not a permanent taking, but has a
4 material adverse effect on LESSEE’s use and occupancy of the Premises such
5 that LESSEE cannot use the Premises in the ordinary course of business, then
6 Base Rent shall abate for the period that the Premises is not usable by
7 LESSEE. LESSEE shall be entitled to the value of any award attributable to
8 the loss of use of all or any portion of the Premises during such period of non-
9 use. Any taking with a proposed duration of over twenty-four (24) months shall
10 be deemed to be a permanent taking. If the Condemnation or Prohibited Use is
11 a permanent taking of a Material Portion of the Premises and has a material
12 adverse effect on LESSEE’s use and occupancy of the Premises, then
13 LESSEE may terminate this Lease by giving written notice thereof to LESSOR.
14 Such notice shall specify a date of termination of this Lease not less than one
15 hundred eighty (180) calendar days, and not more than two-hundred ten (210)
16 calendar days, from the date of such notice, or from the date that LESSEE’s
17 use of the Premises will be materially adversely affected pursuant to the notice
18 LESSEE receives from LESSOR of such appropriation, condemnation, taking,
19 or sale that shall prohibit LESSEE’s use or occupancy of the Premises, or the
20 affected part thereof, whichever is earlier. The County Administrative Officer or
21 the Director of Internal Services/Chief Information Officer, or a designee of one
22 of them, shall have the authority to provide such notice on behalf of LESSEE.

23 (ii) LESSEE may renegotiate with LESSOR with respect to the terms of any
24 amounts to be owed by LESSEE hereunder, including any portion or
25 installment of the Base Rent, when such are due and payable, and/or any
26 other amounts otherwise due and payable hereunder, for the remainder of
27 Premises not affected by such Condemnation or Prohibited Use during the
28 balance of the term of this Lease. Any such renegotiated terms of the Base

1 Rent, and/or any other amounts otherwise to be due and payable herein shall
2 be sought in good faith and without unreasonable delay by the Parties, and
3 made only by written amendment, pursuant to Section 20, herein.

4 15. DESTRUCTION OR DAMAGE FROM CASUALTY – If the Premises are
5 damaged or destroyed as a result of fire, earthquake, act of God, or any other identifiable
6 event of a sudden, unexpected, or unusual nature ("Casualty"), then LESSOR shall either
7 promptly and diligently repair the damage at its own cost, or terminate this Lease as
8 hereinafter provided. If LESSOR obtains any proceeds from the Property Insurance Policy (as
9 defined in Section 16, herein) that are not otherwise payable to any mortgagee or beneficiary,
10 and this Lease is not terminated as a result of such Casualty pursuant to the terms hereof,
11 then LESSOR shall promptly apply all of such insurance proceeds toward the repair and
12 restoration of the Premises pursuant to LESSOR's obligations under this Section 14.

13 (A) LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty
14 damage to the Premises, then it shall, within fifteen (15) days after the date
15 of Casualty, or as soon as possible thereafter provide written notice ("Notice
16 of Repair") to LESSEE indicating the anticipated time required to repair.
17 LESSOR shall bear the cost of all repairs to the Premises, including the cost
18 to repair any alterations or fixtures installed or attached thereto by LESSEE.
19 Such repairs shall restore the Premises to substantially the same condition
20 as existing on the Rent Commencement Date; such repairs shall also be
21 made in compliance with all applicable state and local building codes.
22 LESSOR shall not be liable to LESSEE for compensation for any loss of
23 business, or any inconvenience or annoyance arising from repair of the
24 Premises as a result of the Casualty, except for rent reduction as hereinafter
25 provided. LESSEE shall be responsible at its sole cost and expense for the
26 replacement of its personal property.

27 (B) LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect
28 to terminate this Lease due to Casualty if: the Premises have been destroyed

1 or substantially destroyed by said Casualty, and the estimated time to repair
2 the Premises exceeds sixty (60) days from the date of the Casualty.
3 LESSOR shall provide LESSEE with written notice of its election to terminate
4 within forty-five (45) days after the date of Casualty, specifying a termination
5 date not less than thirty (30) days from the date of said notice.

6 (C) Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S
7 obligation to pay rent shall be reduced beginning on the date of the Casualty.
8 Such reduction shall be proportional to the damage caused to the Premises
9 by the Casualty, as reasonably determined by LESSEE. If LESSOR elects to
10 repair the Premises pursuant to the terms of this Lease, to the extent the
11 Premises remain unusable, then the rent reduction shall continue until the
12 date of substantial completion of repair.

13 (D) LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not
14 receive a Notice of Repair from LESSOR within fifteen (15) days or as soon
15 as reasonably possible after a Casualty, or if the anticipated period of repair
16 contained in the Notice of Repair exceeds two-hundred seventy (270) days,
17 then LESSEE may elect to terminate this Lease by providing thirty (30) days
18 prior written notice to LESSOR. In such case, LESSEE shall have the right to
19 demand that LESSOR refund any monies which, in the reasonable judgment
20 of LESSEE, were paid to LESSOR pursuant to the Lease, but which were
21 not earned by LESSOR by consequence of the Casualty. Upon receipt of
22 such demand, LESSOR shall promptly refund all such monies.

23 16. HOLD HARMLESS – LESSOR will indemnify, defend, and hold LESSEE
24 harmless from and against any and all liabilities, claims, demands, actions, proceedings,
25 costs, expenses or damages of any kind or nature (collectively, "Claims") in any manner
26 directly or indirectly caused, occasioned or contributed to by reason of the negligence,
27 whether active or passive, of LESSOR or anyone acting under its direction or control or on its
28 behalf in connection with or incidental to the performance of LESSOR'S obligations pursuant

1 to this Lease.

2 LESSEE will indemnify, defend, and hold LESSOR harmless from and against any
3 Claims in any manner directly or indirectly caused, occasioned or contributed to by reason of
4 the negligence, whether active or passive, of LESSEE or anyone acting under its direction or
5 control or on its behalf in connection with or incidental to the performance of this Lease or any
6 Claims otherwise arising in connection with LESSEE'S use and occupancy of the Premises.

7 The parties acknowledge that as between LESSOR and LESSEE, each is responsible
8 for any Claims arising from the acts or omissions of its own employees and invitees and
9 notwithstanding anything to the contrary in this Section 15, each Party hereby waives any
10 claim for or right to consequential or punitive damages.

11 The provisions of this Section 15 shall survive termination of this Lease.

12 17. INSURANCE

13 A. LESSOR shall maintain in full force and effect, the following insurance
14 policies throughout the term of the Lease:

- 15 i. Commercial General Liability - Commercial General Liability Insurance
16 covering the common areas located on the Premises with limits of not less
17 than Two Million Dollars (\$2,000,000) per occurrence, and an annual
18 aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued
19 on a per occurrence basis.
- 20 ii. Property Insurance – A “Property Insurance Policy” which is defined herein
21 to mean a policy of special form, so called “all-risk” of physical loss
22 property insurance insuring against fire, theft, vandalism, malicious
23 mischief, sprinkler leakage and such additional perils as are now or
24 hereafter may be included in broad form coverage (at LESSOR or
25 LESSEE's option or if otherwise required by LESSOR's mortgagee, if any,
26 also to include coverage against earthquake and flood) from time to time in
27 general use in the State of California covering the full replacement value of
28 all alterations, Tenant Improvements, additions, partitions, improvements,

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machinery, equipment, and fixtures made or placed by LESSEE in the Premises, covering the Building and other improvements on the Premises, and covering any other perils which LESSEE deems reasonably necessary and so requests to be covered by written notice to LESSOR. The Property Insurance Policy shall name LESSOR and the holder of any mortgage or deed of trust encumbering the Premises (if any), as its interest may appear, as a loss payee under such policy. The limits for such insurance shall be for not less than the full replacement value of the Building as improved and existing as of the date of Casualty (the "Minimum Insured Amount"). On the Rent Commencement Date, from time to time as LESSEE makes improvements to the Building, upon LESSOR's request, and at such other times during the Term as LESSEE elects in its discretion, LESSEE shall deliver to LESSOR written notice of the Minimum Insured Amount and LESSOR shall communicate such Minimum Insured Amount to its insurer. Neither LESSOR nor LESSEE shall do or permit anything to be done which invalidates any such insurance policies.

- 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 the Base Rent and Additional Rent required to be paid by LESSEE hereunder for a twenty – four (24) month period, as a result of any of the hazards covered by the Property Insurance Policy required hereunder.
- iv. Worker's Compensation - Worker's Compensation insurance, if required by the California Labor Code.

LESSOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno ("County"), its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Lease are concerned. This insurance shall not be cancelled or changed without a minimum or thirty (30)

1 days advance written notice given to County.

2 Within (30) days after the Rent Commencement Date, LESSOR shall provide
3 certificates of insurance and endorsement as stated above for all of the foregoing policies, as
4 required herein, to the County of Fresno, Attn: ISD Lease Services (L-347), 333 W. Pontiac
5 Way, Clovis, CA 93612 stating that such insurance coverages have been obtained and are in
6 full force; that such Commercial General Liability insurance names the LESSEE, its officers,
7 agents, and employees, individually and collectively, as additional insured as required herein,
8 that for such worker's compensation insurance the CONTRACTOR has waived its right to
9 recover from the COUNTY, its officers, agents, and employees any amounts paid under the
10 insurance policy and that waiver does not invalidate the insurance policy, and that such
11 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
12 written notice given to LESSEE.

13 In the event LESSOR fails to keep in effect at all times insurance coverage as herein
14 provided, then LESSEE may, after thirty (30) days written notice to LESSOR, obtain such
15 insurance on LESSOR'S behalf and offset Base Rent by the amount of such insurance
16 premiums incurred by LESSEE, after providing written notice of such amounts and proof of
17 insurance to LESSOR.

18 The costs incurred by LESSOR in obtaining and maintaining the insurance policies
19 required of LESSOR hereunder (including any deductibles payable in the event of a loss
20 covered by such policies) shall be referred to herein collectively as "LESSOR'S Insurance
21 Costs" and shall be reimbursable to LESSOR as Additional Rent, as defined herein, in
22 accordance with Section 3, herein.

23 B. LESSEE shall maintain during the term of this Lease the following policies of
24 insurance, which coverages may be provided in whole or in part through one
25 or more programs of self-insurance (provided that any such self-insurance
26 program shall not diminish or reduce LESSEE'S liability hereunder):

- 27 i. Commercial General Liability insurance with limits of not less than
28 Two Million Dollars (\$2,000,000.00) per occurrence and an annual

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aggregate of not less than Four Million Dollars (\$4,000,000.00).

This policy shall be issued on an occurrence basis, shall name LESSOR as additional insured, and shall be primary and non-contributing as to occurrences and claims in connection with events occurring within the Building (as opposed to in the common area of the Premises for which LESSOR'S Commercial General Liability policy shall be primary).

- ii. All-Risk property insurance. A Special form casualty insurance coverage which shall include fire and such other perils as are customarily included in such insurance maintained by prudent tenants leasing similar space in the same general area of the Premises, in an amount adequate to cover the replacement cost of (i) LESSEE'S merchandise, trade fixtures, furnishings, equipment and other personal property of LESSEE located on or within the Premises, and (ii) at LESSEE's option, the leasehold improvements, alterations and additions to the Premises for which LESSOR shall be named as a loss payee under such insurance, provided however, the proceeds of such insurance shall be delivered to and used by LESSOR to repair or replace the affected leasehold improvements, alterations and additions, and if not so used, shall be paid to LESSEE.

LESSEE shall provide copies of the insurance policies, appropriately authenticated by the insurer, or original insurance certificates reasonably acceptable to LESSOR, evidencing the insurance coverages called for above. Such copies of policies or certificates shall be furnished to LESSOR upon execution of this Lease. The policies or certificates shall contain a provision that the insurer will not cancel or refuse to renew the policies, or change in any material way the nature or extent of the coverage provided by such policies without first giving LESSOR thirty (30) days prior written notice. Thirty (30) days prior to expiration of any

1 policies of insurance carried by LESSEE, LESSEE shall provide proof of continuing coverage.

2 Waiver of Subrogation. Neither LESSOR nor LESSEE shall be liable to the other or to
3 any insurance company (by way of subrogation or otherwise) insuring the other party for any
4 loss or damage to any building, structure or other tangible property, or any resulting loss of
5 income and benefits, even though such loss or damage might have been occasioned by the
6 negligence of such party, its agents or employees, if any such loss or damage is covered by
7 insurance benefiting the party suffering such loss or damage or was required to be covered
8 by insurance pursuant to this Lease. LESSOR and LESSEE shall require their respective
9 insurance companies to include standard waiver of subrogation provisions in their respective
10 policies.

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

14 18. SURRENDER OF POSSESSION / HOLDOVER – Upon the expiration or
15 termination of this Lease, LESSEE will surrender the Premises to LESSOR broom clean, and
16 otherwise in such condition as existing on the Rent Commencement Date, less reasonable
17 wear and tear, but including all improvements made by LESSEE. If LESSEE holds over after
18 the expiration of the Term or earlier termination thereof, with or without the express or implied
19 consent of LESSOR, such tenancy shall be tenancy at sufferance only, and shall not
20 constitute a renewal hereof or an extension for any further term, and in such case LESSEE
21 shall pay one hundred three percent (103%) of the Base Rent in effect just prior to expiration
22 or termination, until either party gives the other thirty (30) days written notice of termination,
23 reciting therein the effective date of cancellation. LESSOR hereby expressly reserves the
24 right to require LESSEE to surrender possession of the Premises to LESSOR as provided in
25 this Lease upon the expiration or other termination of this Lease. The provisions of this
26 Section 17 shall not be deemed to limit or constitute a waiver of any other rights or remedies
27 of LESSOR provided herein or at law.

28 19. FIXTURES – LESSOR agrees that any equipment, fixtures or apparatus

1 installed in or on the Premises by LESSEE shall continue to be the property of LESSEE, and
2 may be removed by LESSEE at any time. LESSEE shall pay for the repair of any damage
3 caused by the removal of fixtures. Any fixtures not removed after LESSEE surrenders
4 possession shall become the property of LESSOR.

5 20. RIGHT OF ENTRY – LESSOR, or its representative(s), upon twenty-four (24)
6 hours' notice, or immediately in the event of an emergency, shall have the right to enter the
7 Premises at any time during business hours, or at such other time as LESSEE deems
8 appropriate, to make any alterations, repairs, or improvements to the Premises. The normal
9 business of LESSEE or its invitees shall not be unnecessarily inconvenienced. In the event of
10 an emergency, LESSOR may enter the Premises at any time without giving prior notice to
11 LESSEE.

12 21. AMENDMENT – This Lease may be amended in writing by the mutual consent
13 of the parties without in any way affecting the remainder of this Lease.

14 22. NON-ASSIGNMENT – Neither Party shall assign, transfer or sub-let this Lease,
15 or the rights or duties under this Lease, without the prior written consent of the other Party, which
16 consent shall not be unreasonably withheld or denied, except that LESSOR may sell or
17 refinance the Premises or any part thereof, in which case LESSOR shall promptly notify
18 LESSEE in writing of such sale or refinancing. Further, in the event of any such assignment,
19 sublease or transfer of LESSEE's rights or obligations hereunder, the originally named LESSEE
20 hereunder (i.e., the COUNTY OF FRESNO, a political subdivision of the State of California)
21 shall remain fully and primarily liable for all duties and obligations of LESSEE under this
22 Lease.

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

26 24. AUDITS AND INSPECTIONS – The LESSOR shall at any time during
27 business hours, and as often as LESSEE may deem necessary, make available to LESSEE
28 for examination all of its records and data with respect to the matters covered by this Lease.

1 The LESSOR shall, upon request by LESSEE, permit LESSEE to audit and inspect all of
2 such records and data necessary to ensure LESSOR's compliance with the terms of this
3 Lease.

4 If this Lease exceeds ten thousand dollars (\$10,000.00), LESSOR shall be subject to
5 the examination and audit of the California State Auditor for a period of three (3) years after
6 final payment under contract (Government Code Section 8546.7).

7 (i) NOTICES – The persons and their addresses having authority to give and
8 receive notices under this Lease include the following:

9 LESSEE:	LESSOR:
10 County of Fresno	380 Ashlan LLC, a California
11 County Administrative Office (CAO)	limited liability company
2281 Tulare Street, Suite 304	Attn: Clayton Medina
Hall of Records	2780 N. Miami Ave., Ste. 10
Fresno, CA 93721	Fresno, CA 93727
(559) 600-1710	(559) 346-1400

12 with copies to:

13
14 County of Fresno
(L-347)
15 Director of Internal Services
333 W. Pontiac Way
16 Clovis, CA 93612
(559) 600-6200

17
18 All notices between LESSEE and LESSOR provided for or permitted under this Lease
19 must be in writing and delivered either by personal service, by first-class United States mail, by
20 an overnight commercial courier service, or by telephonic facsimile transmission. A notice
21 delivered by personal service is effective upon service to the recipient. A notice delivered by
22 first-class United States mail is effective three LESSEE business days after deposit in the
23 United States mail, postage prepaid, addressed to the recipient. A notice delivered by an
24 overnight commercial courier service is effective one LESSEE business day after deposit with
25 the overnight commercial courier service, delivery fees prepaid, with delivery instructions given
26 for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is
27 effective when transmission to the recipient is completed (but, if such transmission is completed
28 outside of LESSEE business hours, then such delivery shall be deemed to be effective at the

1 next beginning of a LESSEE business day), provided that the sender maintains a machine
2 record of the completed transmission. For all claims arising from or related to this Lease,
3 nothing in this Lease establishes, waives, or modifies any claims presentation requirements or
4 procedures provided by law, including but not limited to the Government Claims Act (Division
5 3.6 of Title 1 of the Government Code, beginning with section 810).

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

10 Members of LESSOR’S Board of Directors shall disclose any self-dealing transactions
11 that they are a party to while LESSOR is providing goods or performing services under this
12 Lease. A self-dealing transaction shall mean a transaction to which the LESSOR is a party
13 and in which one or more of its directors has a material financial interest. Members of the
14 Board of Directors shall disclose any self-dealing transactions that they are a party to by
15 completing and signing a *Self-Dealing Transaction Disclosure Form Attachment “D”*, attached
16 hereto and by this reference incorporated herein, and submitting it to the County of Fresno
17 prior to commencing with the self-dealing transaction or immediately thereafter.

18 26. SUCCESSORS – This Lease shall inure to the benefit of and be binding upon
19 the heirs, executors, administrators, successors and assigns of the respective parties hereto,
20 always providing that nothing in this Section 25 shall impair any of the provisions herein
21 above set forth prohibiting assignment or other transfer of this Lease by LESSEE without the
22 prior written consent of LESSOR.

23 27. LESSEE’S DEFAULT AND LESSOR’S REMEDIES –

24 A. LESSEE’S Default. LESSEE shall be in default under this Lease if LESSEE
25 fails to perform any of its obligations hereunder and (i) if the failure is in the
26 payment of Base Rent, or any other failure which can be cured by the payment
27 of money, the failure continues uncured for a period of ten (10) days after
28 written notice thereof from LESSOR (provided, however, LESSOR shall have

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no obligation to provide such written notice more than two (2) times in any twelve (12) consecutive month period), or (ii) if the failure is in any of the other provisions of this Lease and such failure continues uncured for a period of thirty (30) days after written notice thereof from LESSOR, unless such cure is not capable of completion within thirty (30) days, in which case LESSEE shall be afforded such additional time as may be reasonably necessary to complete the cure, provided LESSEE commences the cure within thirty (30) days of LESSOR'S notice, and diligently pursues such cure to completion, or, in the event of a threatened injury to life or property due to such failure, continues for such lesser period as LESSOR may specify in such written notice.

B. LESSOR'S Remedies. In the event of a default by LESSEE, besides any other rights and remedies of LESSOR at law or equity, LESSOR shall have the following rights and remedies. All remedies herein conferred on LESSOR shall, to the fullest extent permitted by law, be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law or in equity, and nothing herein shall prevent LESSOR from pursuing any and all other remedies it may have upon LESSEE'S default.

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

(a) Continuation of Lease. LESSOR shall have the remedy described in California Civil Code Section 1951.4 (LESSOR may continue this Lease in effect after LESSEE'S breach and abandonment and recover rent as it becomes due, if LESSEE has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if LESSOR does not elect to terminate this Lease on account of any default by LESSEE, LESSOR may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

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(b) Termination of Lease. LESSOR shall have the right to terminate this Lease, by giving written notice of termination to LESSEE or, if LESSEE'S address is unknown, by posting such notice on the Premises. Absent such written notice, no acts of LESSOR (including entering, repairing, preparing to re-let, or re-letting the Premises) shall be construed as an election to terminate the Lease. In the event that LESSOR elects to terminate this Lease, then LESSOR shall be entitled to its statutory unlawful detainer remedy.

C. No Event of Default. Notwithstanding anything herein to the contrary, LESSEE shall NOT be in default under this Lease solely because of the failure to pay any amounts to be owed by LESSEE hereunder — including any portion or installment of the Base Rent, when they are to be due and payable herein, and/or any other amounts otherwise due and payable herein—to the extent such amounts are subject to abatement, as set forth in Section 31, herein.

D. No Acceleration of Future Rent or Other Payments/Amounts. Notwithstanding anything to the contrary contained herein this Lease or any right or remedy of which LESSOR may otherwise avail itself pursuant to applicable law, any right of LESSOR to recover any rents (including Base Rent, Additional Rent, and TI Rent) and/or any other amounts to be paid by LESSEE as provided in this Lease shall be without acceleration of any future Base Rent and/or any future Additional Rent, and/or any future TI Rent, and/or any other amounts to be paid by LESSEE herein, before they are due and payable hereunder. LESSOR hereby expressly waives its right to accelerate rent in the event of a termination of this Lease, pursuant to California Civil Code section 1951.2.

28. WAIVER – No covenant or condition of this Lease shall be deemed waived, except by the written consent of LESSOR or LESSEE, as appropriate, and any forbearance or indulgence by the party entitled to performance shall not constitute a waiver of the covenant or condition to be performed. Until complete performance of such covenant or

1 condition, the party entitled to performance shall have the right to invoke any remedy
2 available to it under this Lease or by law, despite such forbearance or indulgence. The
3 subsequent acceptance of Rent hereunder by LESSOR shall not be deemed to be a waiver of
4 any preceding default by LESSEE of any term, covenant or condition of this Lease, other than
5 the failure of LESSEE to pay the particular Rent so accepted, regardless of LESSOR'S
6 knowledge of such preceding default at the time of acceptance of such Rent.

7 29. LATE CHARGES – LESSEE hereby acknowledges that late payment by
8 LESSEE to LESSOR of Rent or other sums due hereunder shall cause LESSOR to incur
9 costs not contemplated by this Lease, the exact amount of which will be extremely difficult to
10 ascertain. Such costs include, but are not limited to, processing and accounting charges.
11 Accordingly, if any installment of Rent or any other sums due from LESSEE shall not be
12 received by LESSOR or LESSOR'S assignee within forty-five (45) days after the date due,
13 then LESSEE shall pay to LESSOR a late charge equal to three (3%) percent of such
14 overdue amount; provided that any payment postmarked by the 5th of the month shall be
15 presumed to be mailed in a timely manner. The parties hereby agree that such late charge
16 represents a fair and reasonable estimate of the cost that LESSOR will incur by reason of the
17 late payment by LESSEE. Acceptance of such late charges by LESSOR shall in no event
18 constitute a waiver of LESSEE'S default with respect to such overdue amounts, nor prevent
19 LESSOR from exercising any of the other rights and remedies granted hereunder. In addition,
20 LESSEE shall pay to LESSOR interest at the Interest Rate as defined in Section 30, herein,
21 on any delinquent payments, commencing ninety (90) days after the date payment was due
22 and continuing until paid.

23 30. INTEREST – Any amount owing from one party to the other under this Lease
24 which is not paid within ninety (90) days of the date when due shall thereafter bear interest at
25 the Interest Rate. As used herein, the term "Interest Rate" means a per annum rate of interest
26 equal to the lesser of (i) five percent (5%) per annum over the then most recent annual prime
27 or reference rate of interest announced by Bank of America N.A. (or in the event Bank of
28 America N.A. ceases to publish a prime or reference rate, the prime rate of a comparable

1 national banking institution reasonably agreed upon by the parties), or (ii) the maximum rate
2 permitted by applicable law.

3 31. ABATEMENT OF BASE RENTS, ADDITIONAL RENT, TI RENT, AND OTHER
4 PAYMENTS – Notwithstanding anything to the contrary in this Lease, (i) LESSEE’s
5 obligations to pay the Base Rent, Additional Rent, TI Rent, and/or any other amounts
6 otherwise due and payable hereunder to LESSOR shall be abated during any period, and to
7 the extent, that the Premises, or any portion thereof (in the case of an affected portion of the
8 Premises, then, such abatement shall also be in proportion thereof), cannot be used and
9 occupied by LESSEE pursuant to this Lease as a result of any material property damage or
10 loss or title defect (excluding any permitted encumbrances at execution date), or of any
11 Condemnation or Prohibited Use of the Premises, or any portion thereof, and (ii) any
12 abatement of any Base Rent, Additional Rent, TI Rent, and/or other amounts otherwise due
13 and payable, herein pursuant to this Section 31 shall not be deemed to be a default under this
14 Lease on the part of LESSEE.

15 Abatement of any Base Rent, Additional Rent, TI Rent, and/or of any other amounts
16 otherwise due and payable hereunder shall only suspend the period during which LESSEE is
17 otherwise required to pay Base Rent, Additional Rent, TI Rent, and/or any other amounts
18 otherwise due and payable, hereunder to LESSOR, and shall not relieve LESSEE from
19 subsequently paying the remainder of all such Base Rent, Additional Rent, TI Rent, and/or
20 any other amounts otherwise due and payable herein, pursuant to this Lease once the
21 condition giving rise to the abatement has been cured, corrected, eliminated, or satisfactorily
22 resolved. Such abatement shall continue for the period commencing with the date of such
23 material loss or title defect, or of any Condemnation or Prohibited Use of the Premises, or any
24 portion thereof, and ending with the cure, correction, elimination or satisfactory resolution of
25 the material loss or title defect whereby LESSEE may use and occupy the Premises, or the
26 adversely affected portion thereof, pursuant to this Lease. Cure, correction, elimination or
27 satisfactory resolution may, upon prior mutual written approval of LESSOR and LESSEE
28 (which the parties will negotiate in good faith and without unreasonable delay), occur in

1 commercially reasonable stages, as determined by the nature of the problem being remedied,
2 and the impact that such staged remedial action and the coordination and timing thereof
3 would have on LESSEE, LESSEE's Director of Internal Services/Chief Information Officer, or
4 his/her designee, shall be authorized to execute such written approval for LESSEE.

5 The monthly Base Rent, Additional Rent, TI Rent, and any other amounts otherwise
6 due and payable hereunder, by LESSEE to LESSOR with respect to the Premises, or any
7 portion thereof, shall be abated to the extent that the amount of the monthly fair rental value
8 of the portion of the Premises in respect of which there is no substantial interference with
9 LESSEE's use and occupancy of the Premises is less than the amount of monthly Base Rent,
10 Additional Rent, TI Rent, and any other amounts otherwise due and payable hereunder, in
11 which case the monthly Base Rent, and/or Additional Rent and/or any other amounts
12 otherwise due and payable hereunder shall be abated only by an amount equal to the
13 difference thereof.

14 During the occurrence of any Casualty which is covered by rental interruption
15 insurance or rental loss insurance (See Section 16A(iii), herein) the proceeds of any rental
16 interruption insurance or rental loss insurance that LESSOR may receive as a result of such
17 Casualty shall be applied by LESSOR, to the credit of LESSEE, for any monthly Base Rent,
18 Additional Rent, TI Rent, and any other amounts otherwise due and payable hereunder; in
19 such instance of such amounts so received, LESSOR shall so inform LESSEE of any such
20 amounts so received.

21 Nothing contained in this Section 31 shall obligate LESSEE for payments of Base
22 Rent and/or Additional Rent and/or any other amounts otherwise due and payable hereunder
23 if this Lease is terminated pursuant to Section 12 herein.

24 32. LESSOR EXCULPATION – It is expressly understood and agreed that
25 notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law
26 to the contrary, the liability of LESSOR and the LESSOR'S members, owners, agents,
27 employees, and partners (including any successor landlord) (collectively, the "LESSOR
28 Parties") and any recourse by LESSEE against LESSOR or the LESSOR Parties shall be

1 limited solely and exclusively to an amount which is equal to the ownership interest of
2 LESSOR in the Building in which the Premises is located (excluding any proceeds thereof),
3 and neither LESSOR, nor any of LESSOR's members shall have any personal liability
4 therefor, and LESSEE hereby expressly waives and releases such personal liability on behalf
5 of itself and all persons claiming by, through or under LESSEE.

6 33. ENERGY CONSUMPTION DISCLOSURE – If LESSEE (or any party claiming
7 by, through or under LESSEE) pays directly to the provider for any energy consumed at the
8 Premises, LESSEE shall, promptly upon request, deliver to LESSOR (or, at LESSOR'S
9 option, execute and deliver to LESSOR an instrument enabling LESSOR to obtain from such
10 provider) any data about such consumption that LESSOR, in its reasonable judgment, is
11 required to disclose to a prospective buyer, tenant or mortgagee or prospective mortgagee
12 under California Public Resources Code § 25402.10, or any similar law.

13 34. DISABILITY ACCESS INSPECTION – Neither the Building nor the common
14 areas located on the Premises have undergone inspection by a Certified Access Specialist
15 (CASp) within the meaning of California Civil Code Section 1938, and LESSOR is not
16 providing any representations or warranties regarding whether the Premises meets all
17 applicable construction-related accessibility standards.

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

21 36. FORCE MAJEURE – In the event that either party hereto shall be delayed or
22 hindered in or prevented from the performance of any act required hereunder by reason of
23 strikes, lockouts, adverse weather (including rain), inability to procure labor or materials,
24 failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or
25 other casualty, then performance of such act shall be excused for the period of the delay and
26 the period from the performance of any such act shall be extended for a period equivalent to
27 the period of such delay (any such delay is herein referred to as an "Force Majeure Delay").
28 In no event shall LESSEE'S inability to satisfy a monetary obligation hereunder constitute or

1 be subject to Force Majeure Delay.

2 37. ESTOPPEL CERTIFICATE – LESSEE shall, at any time upon not less than
3 thirty (30) days prior request by LESSOR, execute, acknowledge and deliver to LESSOR a
4 written estoppel certificate, in a form reasonably satisfactory to both parties, certifying that this
5 Lease is unmodified and in full force and effect (or, if there have been modifications, that the
6 same is in full force and effect as modified and stating the modifications) and, if applicable,
7 the dates to which the Rent and any other charges have been paid in advance. Any such
8 statement delivered pursuant to this Section 37 may be relied upon by third persons,
9 including a prospective purchaser or encumbrancer of the Premises.

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

16 38. SUBORDINATION AND ATTORNMENT – At LESSOR’S option, this Lease
17 shall be subordinated to any mortgage or deed of trust which is now or shall hereafter be
18 placed upon the Premises, and LESSEE agrees to execute and deliver any instrument which
19 may be necessary to further effect the subordination of the Lease to any such mortgage or
20 deed of trust; provided, however, that such instrument of subordination shall provide, or the
21 mortgagee or beneficiary of such mortgage or deed of trust otherwise shall agree in writing in
22 recordable form delivered to LESSEE, that the mortgagee or beneficiary, including their
23 successors and assigns, recognize LESSEE’s leasehold interest under this Lease, and that
24 so long as LESSEE is not in default under this Lease, foreclosure of any such mortgage or
25 deed of trust or sale pursuant to exercise of any power of sale thereunder, or deed given in
26 lieu thereof, shall not affect this Lease, but such foreclosure or sale, or deed given in lieu
27 thereof, shall be made subject to this Lease, which shall continue in full force and effect,
28 binding on LESSEE, as lessee, and the transferee, as lessor. LESSEE shall attorn to the

1 transferee as if said transferee was LESSOR under this Lease.

2 39. AUTHORITY – Each individual executing this Lease on behalf of LESSOR
3 represents and warrants that such individual(s) are duly authorized to execute and deliver this
4 Lease on behalf of 380 Ashlan LLC, a California limited liability company, and that this Lease
5 is binding upon 380 Ashlan LLC, a California limited liability company, in accordance with its
6 terms.

7 40. ENTIRE AGREEMENT – This Lease constitutes the entire Lease between
8 LESSOR and LESSEE with respect to the subject matter hereof, and supersedes all prior
9 leases, negotiations, proposals, commitments, writings, advertisements, publications, and
10 understandings of any nature whatsoever unless expressly referenced in this Lease.

11 41. SEVERABILITY – Each provision of this Lease is severable from any and all
12 other provisions of this Lease. Should any provision(s) of this Lease be for any reason
13 unenforceable, the balance shall nonetheless be of full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and
year first hereinabove written.

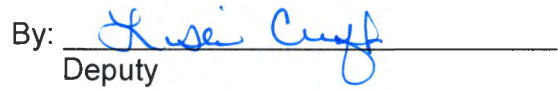
LESSOR:
380 Ashlan LLC, a California limited
liability company

LESSEE:
COUNTY OF FRESNO

By: 
Clayton Medina, CFO of Manager

By: 
Ernest Buddy Mendes, Chairman
of the Board of Supervisors
of the County of Fresno

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

By: 
Deputy

FOR ACCOUNTING USE ONLY:

FUND: 0001
SUBCLASS: 10000
ORG NO: 5610
ACT NO: 7340

ATTACHMENT "A"
Premises Map

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ATTACHMENT "B"

Maintenance
Operating Budget

Services	Per Sq Ft	Monthly
Utility (Electrical)	\$ 0.193	\$ 26,689.97
Property Taxes	\$ 0.148	\$ 20,466.92
Landscaping	\$ 0.031	\$ 4,286.99
Maintenance Supplies	\$ 0.058	\$ 8,020.82
Pest Control	\$ 0.001	\$ 138.29
One Site Maintenance	\$ 0.065	\$ 8,988.85
Insurance	\$ 0.045	\$ 6,223.05
Janitorial Service	\$ 0.107	\$ 14,797.03
Janitorial Supplies	\$ 0.034	\$ 4,701.86
Administrative Fee	\$ 0.065	\$ 8,988.85
Total	\$ 0.747	\$ 103,302.63

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ATTACHMENT "C"

Premises Services Agreement

Landscape

1. Maintenance of all Landscaped areas on the Premises
2. All Tree Maintenance
3. Plant replacement

Parking Lot

1. Contract Vacuuming
 - a. 1 x a month sweeping of all parking lot stalls
2. Resurfacing or repaving

Exterior Building Maintenance

1. Pressure Washing to be performed
 - a. 2 x year - Window washing all floors
 - b. 1 x month - Window Washing for 1st floor windows only
2. Painting
 - a. Graffiti removal as needed
3. Pest Control
 - a. 1 x month, exterior only – Treat and spray the outside of the building
4. Common Area Repairs
 - a. Vandalism repairs as needed
5. Roof Repairs

Janitorial

1. Daily:
 - a. Vacuum all carpeted areas
 - b. Sweep and/or dry mop floors
 - c. Dust cleared desk and table surfaces, clean counters
 - d. Empty all waste baskets and dispose of trash in appropriate trash bins
 - e. Clean smudges and unsightly appearances form door jambs, light switches, glass partitions, and counters
 - f. Clean and sanitize all sinks, toilets, and urinals
 - g. Clean all restroom mirrors, tile and splash walls
 - h. Spot clean restroom walls and partitions
 - i. Refill supplies in Restrooms (paper towels, toilet tissue, soap, etc.)
2. Monthly:
 - a. Dust all blinds and sills
3. Perform as Required:
 - a. Wet mop floors
 - b. Remove interior cobwebs
 - c. Dust wall picture frames and partition tops
 - d. High dust, including walls, light fixtures, vents and ledges above normal reach, door ledges
 - e. Wash/clean light fixtures, walls, A/C vents
 - f. Dust/clean baseboards
 - g. Spot clean carpets

- h. Steam clean all carpets
- i. Strip and wax all vinyl and tile flooring
- j. Clean Interior windows

HVAC

1. Contract Maintenance
 - a. Quarterly Service Agreement

Interior Building Maintenance

1. Electrical Repairs
2. Plumbing
 - a. Service calls
 - i. Urinal
 - ii. Toilet
 - iii. Fixture repairs
3. Elevator Contract Maintenance
 - a. Cost is based on two elevators
 - b. Service to be performed quarterly

Vendors

1. Lessee shall have the right to approve all vendors.

On-Site Management

1. Property Management available upon request
2. 1 x week - Property Management assessment of interior and exterior of building visits with lead personnel
3. Property Management or their representative will visit the building on a daily basis Monday through Friday.

Utilities

1. Utility - Gas - Tenant pays direct to PG&E
2. Utility - Electric - Tenant pays to LESSOR
3. Elevator Phone Line
 - a. To allow access to make emergency calls in case of an entrapment

Fire Safety

1. Maintenance of Fire Alarm System
 - a. Testing system on quarterly basis per FFD regulations
 - b. Testing system on a yearly basis per FFD regulations
 - c. Testing system on a 5-year basis per FFD regulations
2. Fire System Phone Line
 - a. Phone line to ensure fire alarm system is active and able to communicate to central monitoring station

Insurance

1. Property Insurance based on then current Building value
2. General Liability
3. Other coverages, including earthquake insurance

1 **Property Taxes**

- 2 1. Property taxes and assessments

3 **Operating Expenses**

- 4 1. Operating expenses shall be considered Additional Rent under the Lease.
- 5 2. Additional rent shall be paid by Lessee on or about the 1st of the month along with monthly Base Rent. Each payment shall be equal to 1/12th of the annual budget.
- 6 3. Lessor shall endeavor to deliver to Lessee an annual good faith Operating Expense budget at least 120 days prior to the start of the next calendar year.
- 7
- 8 4. Within 90 days after the year is completed, Lessor shall submit to Lessee a reconciliation of the actual Operating Expenses.
- 9
- 10 5. Any overpayment of Operating Expenses shall, at Lessor's option, either be refunded to Lessee within thirty (30) days after Lessor's delivery of the statement setting forth such amount OR credited against Lessee's installment(s) of the rent next becoming due under this Lease. Any underpayment shall be paid by Lessee to Lessor within 45 days.
- 11

12 **Modification to Agreement**

13 This agreement may be modified upon the mutual agreement of both parties.

14 **Administration Fee**

15 Lessee shall pay a 9.5% Administration Fee to Lessor on all expenses.

16 **Repairs**

17 Lessor shall make any necessary repairs and replacements during the course of the life of the lease of every kind and nature and which shall be considered an operating expense.

18
19 All repairs, replacement, maintenance, restoration or operation of the building and on any floor or conference room are considered as part of this agreement and will be an operating expense whether paid or incurred and without any limitation.

20
21 **Term of Agreement**

22 The term of this agreement will be for the life of the Lease.

23 **Termination of Agreement**

24 This Premises Services Agreement or any portion thereof may be terminated by Lessee with a 60-day notice for cause.

25 *To the extent Lessor and Lessee agree upon modifications to the services to be provided by
26 Landlord pursuant hereto, the budget shall be modified to reflect such modifications and
27 Tenant's estimated monthly payment shall be adjusted accordingly.

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ATTACHMENT "D"

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-347)
Internal Services Department
333 W. Pontiac Way
Clovis, CA 93612

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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
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PROJECT: **DSS Child Services**
 LOCATION: **Clovis, Ca.**
 CLIENT: **Fresno County Department of Social Services**
 BUILDING AREA: 138,290 BGSF

01000 GENERAL REQUIREMENTS

00360 Permits
 00400 Preconstruction Services
 00610 Payment/Performance Bonds
 00615 General Liability Insurance
 00620 Professional Liability Insurance
 00621 Subcontractor Default Insurance
 01580 Waste Disposal - Debris Dumpsters
 01581 Haul Fees
 01582 Weight Fees
 01583 Temporary Toilets
 01584 Toilets (2x a week service)
 01585 Handwash Stations
 Service 2x per week
 Drop Off & Pick Up
 01740 Final Construction Cleaning
 01900 Misc Large Equipment Rental
 01900 Temp Power - Distribution
 01900 Safety Equipment
 01900 Site Maintenance
 01901 Equip Transportation & Handling
 01902 Small Tool (Rental/Purchase)
 01910 Environmental/Abatement

02000 SITE PREPERATION

Misc Site Work
 Site Preperation
 Grading & backfill
 AC Patch
 Seal Coat
 Concrete Patch @ Parking
 Concrete sidewalks & Patio
 Concrete Pavement - Dock
 Concrete Curbs
 Parking Striping
 Landscaping & Irrigation
 Steel - Trellis at Patio
 W.I. Auto Gates 24' Double
 W.I. fence
 Chain link fence enclosure at MSB
 Concrete Slab @ Restroom Cores
 Concrete Slab @ Plumbing Trenches
 Concrete Slab @ Electrical Trenches

03000 CONCRETE

03200 **Concrete Reinforcement**
 Foundations
 Foundations - Brace Frames
 Slab On Grade
 Concrete Slab & Fill @ Dock Levelers
 Mechanical Pad at Boiler

03300 **Cast-in-Place Concrete**
 SOG - MEP Trenches
 SOG - at curb removal areas

Slab On Grade
Foundations
Foundations - Brace Frames
Slab On Grade - Unit Foundations
Concrete Slab & Fill @ Dock Levelers
Mechanical Pad at Boiler

04000 MASONRY

04420 CMU Walls
04420 CMU Walls - Grout CMU @ Window Cut Outs
04420 CMU Walls - Fill in openings

05000 METALS

Misc Iron & Metals
05122 Condensing Unit Support Structure
05122 Window Opening Wall Supports
05122 AHU Unit Support Structure
05122 AHU Unit Support Screen
05122 HVAC Supports - Misc Collateral (VAV boxes, IDF)
05510 Steel Ladder - Low Roof
05510 Steel Stair -1 story to platform
05510 Brace Frames
05510 WF Strut
05510 TS Wall Braces @ Short Walls in Open Areas

06000 WOODS AND PLASTICS

06100 Misc. Carpentry - blocking/backboards/etc
06100 Angle @ Structural plywood at top of Offices in old Warehouse
06100 Structural plywood at top of Offices in old Warehouse
06100 Plywood at Electrical Rooms
06100 General Labor
06400 Lower Cabinets
06400 Lower Cabinets & Sub Tops
06400 Upper Cabinets
06400 Floating Upper Shelves
06400 Plastic Laminated Tops
06400 Break Room Seating
06400 Break Room Islands
06400 Quartz Tops - Restrooms, Receptions Desk, Break Rooms
06400 Wood wall cladding in Lobby - Du Chateau

07000 THERMAL/MOISTURE PROTECTION

07100 Wall Insulation
07100 Ceiling Insulation - w/ white lining
07211 Roofing
07301 Metal Roof Patch @ HVAC Units
07302 Spray Foam 2" Insulated Roof System
07410 Sheet metal caps on Evap. Cooler Openings
07302 Walk Pads
07600 Metal Roofing at Entrance Canopies
07302 R & R Metal Roof Panels
07304 Parapet Coping
07304 Metal ACM Panels at Exterior Elevations
07602 Flashing & Sheet Metal
07700 Roof Access Hatch & Ships Ladder - High Roof
07700 Roof Access Hatch - Low Roof
07840 Firestopping
07900 Caulking & Sealants

08000 DOORS AND WINDOWS

08100	Doors/Frames/Hardware, installed
08101	Single, interior Alum w/ Plam
08102	Single, interior w/ Sidelight Alum w/ Plam
08103	Double, interior Alum w/ Plam
08104	Access System Hardware
08105	Single, exterior HM
08105	Double, exterior HM
08190	Misc
08310	Access Panels
08400	Glass & Glazing
08401	Exterior Storefront
08401	Exterior Curtain Wall
08401	Fill Existing Tilt Up Wall Opening
08402	Storefront Doors
08402	Automatic Storefront Doors
08404	Aluminum break metal end wall cap @ storefront
08405	Glazing at Interior Doors/Frames
08830	Mirrors @ Restrooms

09000 FINISHES

09001	General Direct Labor
09220	Plaster - Lath, Scratch & Brown
09250	Gypsum Board
09251	Interior Walls, 5/8"
09251	Interior Walls, 5/8" Short Walls
09251	Interior Columns First Floor , 5/8"
09251	Interior Walls, 5/8" - Furred at Tilt Up
09258	Ceilings , 5/8"
09259	Fire Stopping Head of Wall
09260	Acoustical Caulk
09253	Densglass @ Lath & Plaster
09255	Metal Stud Framing
09256	Interior Fire Wall 28'
09257	Interior Walls
09257	Interior Walls - Short
09257	Interior Columns First Floor
09257	Interior Walls - Furred at Tilt Up
09258	Soffits / Floating Ceilings
09258	Hung Wall Bulkhead per detail 3/A8.32
09256	Exterior Framing w/ Densglass
09256	Ceiling Framing - Hats
09300	Ceramic Tile
09301	Floors
09302	Walls & Base, 4.5' H wainscot
09303	Back Splashes
09510	Acoustical Ceilings
09511	Acoustical Ceilings
09512	Linear Wood Ceilings
09513	Filzfelt Hanging Panels 4x8 Panels - Coffee Areas
09513	Acoustic Clouds - Zintra
09540	FRP Wall Panels
09541	Janitor Closets
09600	Flooring
09602	Carpet #1
09602	Carpet #2
09602	Carpet #3
09602	Carpet #4
09602	Carpet #1A - Stairs
09602	LVT/VCT
09602	Rubber Base

09604	Vapor Emission Control - B-blast & Mapei Sealer
09605	Floor Prep & Test
09605	Floor Skim & Level
09670	Polished Concrete Floors & Protect
09902	Sealed Concrete Floors
09900	Painting & Coatings, MDC Wallpaper
09901	Wallcoverings in select areas
09902	Paint Exterior
09903	Caulk Existing CMU Wall Joints (2 sides)
09990	Allowance for Arch'l Features / Finish Upgrades
09999	Finish Protection/Repairs/Touch-Ups

10000 SPECIALTIES

10150	Toilet Partitions
10150	Urinal Screens
10400	Interior Signage - Code minimum, 1 Address
10400	Interior Signage - Wayfinding
10500	Towel Dispensers- Battery Operated @ Coffee Rooms
10522	Fire Extinguishers & Cabinets
10600	Exterior sign at SW entrance
10800	Toilet Accessories

11000 EQUIPMENT

11450	Appliances
11450	Refrigerators/ Freezer - Single
11450	Refrigerators - Double
11450	Refrigerators U/C
11450	Microwaves
11450	Dishwashers
11450	Ice Maker
11450	Coffee Makers
11450	Toaster Overn

12000 FURNISHINGS

12491	Window Treatments - roller shades - manual
12491	Awnings

13000 SPECIAL CONSTRUCTION

13100	Modular Interior Walls, Windows & Doors
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15000 MECHANICAL

15300	Fire Protection
15400	Plumbing
15700	HVAC - VAV System

16000 ELECTRICAL

16000	Electrical Work
16001	Building
16002	Power
16003	Lighting
16004	HVAC + Plumbing
16006	Generator, 600 KVA
16007	UPS Electrical System
16008	Lighting - Exterior Bldg
16009	New Fiber Conduit
16100	Low Voltage
16101	Fire Alarm
16102	Security
16102	Metal Detector Walk Thru - Garrett Magnascanner PD6500i
16103	New Fiber Line w/ Boring

16104

Data/Telephone

16107

Sound Masking System - Archcoustics Privacy System

16925

Temporary Lighting

16990

BIM / Design-Assist Services

Amortization Calculator

The amortization Table at the bottom of this page calculates the following:
principal, interest payments, ending balance, and cumulative interest.

- ◆ To build your own Amortization Table, change the values in the Loan Information section below.
- ◆ To print out your results, choose Print from the File menu. The print area is set to A1:G77.
- ◆ The table is limited in the number of payment periods,
You may wish to expand the table to fit your needs.

LOAN DATA

Amount of Loan: **\$37,000,000.00**
 Annual interest rate: **8.50%**
 Term (Years): **19**
 Yearly Pay Periods: **12**
 Due date of First p: **7/1/2021**

Table Calculation settings

Amortization Table starts at date: **7/1/2021**
 or at payment number:

PERIODIC PAYMI

Entered payment: _____
 Calculated paymer: **\$327,614.88**
 The table uses the calculated periodic payment amount,
 unless you enter a value for "Entered payment."

CALCULATIONS

Use payment of: **\$327,614.88**
 1st payment in tæ1
 Beginning balance at payment 1: **\$37,000,000.00**
 Cumulative interest prior to payment 1: **\$0.00**

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	7/1/2021	37,000,000.00	262,083.33	65,531.55	36,934,468.45	262,083.33
2	8/1/2021	36,934,468.45	261,619.15	65,995.73	36,868,472.72	523,702.48
3	9/1/2021	36,868,472.72	261,151.68	66,463.20	36,802,009.52	784,854.17
4	10/1/2021	36,802,009.52	260,680.90	66,933.98	36,735,075.53	1,045,535.07
5	11/1/2021	36,735,075.53	260,206.79	67,408.10	36,667,667.44	1,305,741.85
6	12/1/2021	36,667,667.44	259,729.31	67,885.57	36,599,781.86	1,565,471.16
7	1/1/2022	36,599,781.86	259,248.45	68,366.43	36,531,415.43	1,824,719.62
8	2/1/2022	36,531,415.43	258,764.19	68,850.69	36,462,564.74	2,083,483.81
9	3/1/2022	36,462,564.74	258,276.50	69,338.38	36,393,226.36	2,341,760.31
10	4/1/2022	36,393,226.36	257,785.35	69,829.53	36,323,396.83	2,599,545.66
11	5/1/2022	36,323,396.83	257,290.73	70,324.16	36,253,072.67	2,856,836.39
12	6/1/2022	36,253,072.67	256,792.60	70,822.29	36,182,250.39	3,113,628.99
13	7/1/2022	36,182,250.39	256,290.94	71,323.94	36,110,926.45	3,369,919.93
14	8/1/2022	36,110,926.45	255,785.73	71,829.15	36,039,097.29	3,625,705.66
15	9/1/2022	36,039,097.29	255,276.94	72,337.94	35,966,759.35	3,880,982.60
16	10/1/2022	35,966,759.35	254,764.55	72,850.34	35,893,909.01	4,135,747.14
17	11/1/2022	35,893,909.01	254,248.52	73,366.36	35,820,542.65	4,389,995.67
18	12/1/2022	35,820,542.65	253,728.84	73,886.04	35,746,656.61	4,643,724.51
19	1/1/2023	35,746,656.61	253,205.48	74,409.40	35,672,247.21	4,896,929.99
20	2/1/2023	35,672,247.21	252,678.42	74,936.47	35,597,310.74	5,149,608.41
21	3/1/2023	35,597,310.74	252,147.62	75,467.27	35,521,843.48	5,401,756.03
22	4/1/2023	35,521,843.48	251,613.06	76,001.83	35,445,841.65	5,653,369.09
23	5/1/2023	35,445,841.65	251,074.71	76,540.17	35,369,301.48	5,904,443.80
24	6/1/2023	35,369,301.48	250,532.55	77,082.33	35,292,219.15	6,154,976.35

Attachemnt F

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
25	7/1/2023	35,292,219.15	249,986.55	77,628.33	35,214,590.82	6,404,962.90
26	8/1/2023	35,214,590.82	249,436.68	78,178.20	35,136,412.62	6,654,399.59
27	9/1/2023	35,136,412.62	248,882.92	78,731.96	35,057,680.66	6,903,282.51
28	10/1/2023	35,057,680.66	248,325.24	79,289.65	34,978,391.02	7,151,607.75
29	11/1/2023	34,978,391.02	247,763.60	79,851.28	34,898,539.73	7,399,371.35
30	12/1/2023	34,898,539.73	247,197.99	80,416.89	34,818,122.84	7,646,569.34
31	1/1/2024	34,818,122.84	246,628.37	80,986.51	34,737,136.33	7,893,197.71
32	2/1/2024	34,737,136.33	246,054.72	81,560.17	34,655,576.16	8,139,252.43
33	3/1/2024	34,655,576.16	245,477.00	82,137.89	34,573,438.27	8,384,729.43
34	4/1/2024	34,573,438.27	244,895.19	82,719.70	34,490,718.58	8,629,624.61
35	5/1/2024	34,490,718.58	244,309.26	83,305.63	34,407,412.95	8,873,933.87
36	6/1/2024	34,407,412.95	243,719.18	83,895.71	34,323,517.24	9,117,653.05
37	7/1/2024	34,323,517.24	243,124.91	84,489.97	34,239,027.27	9,360,777.96
38	8/1/2024	34,239,027.27	242,526.44	85,088.44	34,153,938.83	9,603,304.40
39	9/1/2024	34,153,938.83	241,923.73	85,691.15	34,068,247.68	9,845,228.14
40	10/1/2024	34,068,247.68	241,316.75	86,298.13	33,981,949.56	10,086,544.89
41	11/1/2024	33,981,949.56	240,705.48	86,909.41	33,895,040.15	10,327,250.37
42	12/1/2024	33,895,040.15	240,089.87	87,525.02	33,807,515.13	10,567,340.23
43	1/1/2025	33,807,515.13	239,469.90	88,144.98	33,719,370.15	10,806,810.13
44	2/1/2025	33,719,370.15	238,845.54	88,769.34	33,630,600.80	11,045,655.67
45	3/1/2025	33,630,600.80	238,216.76	89,398.13	33,541,202.68	11,283,872.43
46	4/1/2025	33,541,202.68	237,583.52	90,031.36	33,451,171.31	11,521,455.95
47	5/1/2025	33,451,171.31	236,945.80	90,669.09	33,360,502.22	11,758,401.74
48	6/1/2025	33,360,502.22	236,303.56	91,311.33	33,269,190.90	11,994,705.30
49	7/1/2025	33,269,190.90	235,656.77	91,958.11	33,177,232.78	12,230,362.07
50	8/1/2025	33,177,232.78	235,005.40	92,609.48	33,084,623.30	12,465,367.47
51	9/1/2025	33,084,623.30	234,349.42	93,265.47	32,991,357.83	12,699,716.88
52	10/1/2025	32,991,357.83	233,688.78	93,926.10	32,897,431.73	12,933,405.67
53	11/1/2025	32,897,431.73	233,023.47	94,591.41	32,802,840.32	13,166,429.14
54	12/1/2025	32,802,840.32	232,353.45	95,261.43	32,707,578.89	13,398,782.59
55	1/1/2026	32,707,578.89	231,678.68	95,936.20	32,611,642.69	13,630,461.28
56	2/1/2026	32,611,642.69	230,999.14	96,615.75	32,515,026.95	13,861,460.41
57	3/1/2026	32,515,026.95	230,314.77	97,300.11	32,417,726.84	14,091,775.19
58	4/1/2026	32,417,726.84	229,625.57	97,989.32	32,319,737.52	14,321,400.75
59	5/1/2026	32,319,737.52	228,931.47	98,683.41	32,221,054.11	14,550,332.23
60	6/1/2026	32,221,054.11	228,232.47	99,382.42	32,121,671.69	14,778,564.69
61	7/1/2026	32,121,671.69	227,528.51	100,086.38	32,021,585.32	15,006,093.20
62	8/1/2026	32,021,585.32	226,819.56	100,795.32	31,920,790.00	15,232,912.76
63	9/1/2026	31,920,790.00	226,105.60	101,509.29	31,819,280.71	15,459,018.36
64	10/1/2026	31,819,280.71	225,386.57	102,228.31	31,717,052.40	15,684,404.93
65	11/1/2026	31,717,052.40	224,662.45	102,952.43	31,614,099.97	15,909,067.39
66	12/1/2026	31,614,099.97	223,933.21	103,681.68	31,510,418.29	16,133,000.59
67	1/1/2027	31,510,418.29	223,198.80	104,416.09	31,406,002.20	16,356,199.39
68	2/1/2027	31,406,002.20	222,459.18	105,155.70	31,300,846.50	16,578,658.57
69	3/1/2027	31,300,846.50	221,714.33	105,900.55	31,194,945.95	16,800,372.90
70	4/1/2027	31,194,945.95	220,964.20	106,650.68	31,088,295.27	17,021,337.10
71	5/1/2027	31,088,295.27	220,208.76	107,406.13	30,980,889.14	17,241,545.86
72	6/1/2027	30,980,889.14	219,447.96	108,166.92	30,872,722.22	17,460,993.83
73	7/1/2027	30,872,722.22	218,681.78	108,933.10	30,763,789.12	17,679,675.61
74	8/1/2027	30,763,789.12	217,910.17	109,704.71	30,654,084.41	17,897,585.78
75	9/1/2027	30,654,084.41	217,133.10	110,481.79	30,543,602.63	18,114,718.88
76	10/1/2027	30,543,602.63	216,350.52	111,264.36	30,432,338.26	18,331,069.40
77	11/1/2027	30,432,338.26	215,562.40	112,052.49	30,320,285.77	18,546,631.79

Attachemnt F

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
78	12/1/2027	30,320,285.77	214,768.69	112,846.19	30,207,439.58	18,761,400.48
79	1/1/2028	30,207,439.58	213,969.36	113,645.52	30,093,794.06	18,975,369.85
80	2/1/2028	30,093,794.06	213,164.37	114,450.51	29,979,343.55	19,188,534.22
81	3/1/2028	29,979,343.55	212,353.68	115,261.20	29,864,082.35	19,400,887.91
82	4/1/2028	29,864,082.35	211,537.25	116,077.63	29,748,004.72	19,612,425.16
83	5/1/2028	29,748,004.72	210,715.03	116,899.85	29,631,104.87	19,823,140.19
84	6/1/2028	29,631,104.87	209,886.99	117,727.89	29,513,376.98	20,033,027.18
85	7/1/2028	29,513,376.98	209,053.09	118,561.80	29,394,815.18	20,242,080.27
86	8/1/2028	29,394,815.18	208,213.27	119,401.61	29,275,413.57	20,450,293.54
87	9/1/2028	29,275,413.57	207,367.51	120,247.37	29,155,166.20	20,657,661.06
88	10/1/2028	29,155,166.20	206,515.76	121,099.12	29,034,067.08	20,864,176.82
89	11/1/2028	29,034,067.08	205,657.98	121,956.91	28,912,110.17	21,069,834.79
90	12/1/2028	28,912,110.17	204,794.11	122,820.77	28,789,289.40	21,274,628.91
91	1/1/2029	28,789,289.40	203,924.13	123,690.75	28,665,598.65	21,478,553.04
92	2/1/2029	28,665,598.65	203,047.99	124,566.89	28,541,031.76	21,681,601.03
93	3/1/2029	28,541,031.76	202,165.64	125,449.24	28,415,582.52	21,883,766.67
94	4/1/2029	28,415,582.52	201,277.04	126,337.84	28,289,244.68	22,085,043.71
95	5/1/2029	28,289,244.68	200,382.15	127,232.73	28,162,011.94	22,285,425.86
96	6/1/2029	28,162,011.94	199,480.92	128,133.97	28,033,877.98	22,484,906.78
97	7/1/2029	28,033,877.98	198,573.30	129,041.58	27,904,836.40	22,683,480.08
98	8/1/2029	27,904,836.40	197,659.26	129,955.63	27,774,880.77	22,881,139.34
99	9/1/2029	27,774,880.77	196,738.74	130,876.14	27,644,004.63	23,077,878.08
100	10/1/2029	27,644,004.63	195,811.70	131,803.18	27,512,201.44	23,273,689.78
101	11/1/2029	27,512,201.44	194,878.09	132,736.79	27,379,464.65	23,468,567.87
102	12/1/2029	27,379,464.65	193,937.87	133,677.01	27,245,787.64	23,662,505.75
103	1/1/2030	27,245,787.64	192,991.00	134,623.89	27,111,163.76	23,855,496.74
104	2/1/2030	27,111,163.76	192,037.41	135,577.47	26,975,586.28	24,047,534.15
105	3/1/2030	26,975,586.28	191,077.07	136,537.81	26,839,048.47	24,238,611.22
106	4/1/2030	26,839,048.47	190,109.93	137,504.96	26,701,543.51	24,428,721.15
107	5/1/2030	26,701,543.51	189,135.93	138,478.95	26,563,064.56	24,617,857.08
108	6/1/2030	26,563,064.56	188,155.04	139,459.84	26,423,604.72	24,806,012.12
109	7/1/2030	26,423,604.72	187,167.20	140,447.68	26,283,157.04	24,993,179.32
110	8/1/2030	26,283,157.04	186,172.36	141,442.52	26,141,714.52	25,179,351.69
111	9/1/2030	26,141,714.52	185,170.48	142,444.41	25,999,270.11	25,364,522.17
112	10/1/2030	25,999,270.11	184,161.50	143,453.39	25,855,816.72	25,548,683.66
113	11/1/2030	25,855,816.72	183,145.37	144,469.51	25,711,347.21	25,731,829.03
114	12/1/2030	25,711,347.21	182,122.04	145,492.84	25,565,854.37	25,913,951.07
115	1/1/2031	25,565,854.37	181,091.47	146,523.41	25,419,330.95	26,095,042.54
116	2/1/2031	25,419,330.95	180,053.59	147,561.29	25,271,769.66	26,275,096.14
117	3/1/2031	25,271,769.66	179,008.37	148,606.51	25,123,163.15	26,454,104.50
118	4/1/2031	25,123,163.15	177,955.74	149,659.14	24,973,504.00	26,632,060.24
119	5/1/2031	24,973,504.00	176,895.65	150,719.23	24,822,784.77	26,808,955.90
120	6/1/2031	24,822,784.77	175,828.06	151,786.82	24,670,997.95	26,984,783.96
121	7/1/2031	24,670,997.95	174,752.90	152,861.98	24,518,135.97	27,159,536.86
122	8/1/2031	24,518,135.97	173,670.13	153,944.75	24,364,191.22	27,333,206.99
123	9/1/2031	24,364,191.22	172,579.69	155,035.20	24,209,156.02	27,505,786.67
124	10/1/2031	24,209,156.02	171,481.52	156,133.36	24,053,022.66	27,677,268.20
125	11/1/2031	24,053,022.66	170,375.58	157,239.31	23,895,783.35	27,847,643.77
126	12/1/2031	23,895,783.35	169,261.80	158,353.08	23,737,430.27	28,016,905.57
127	1/1/2032	23,737,430.27	168,140.13	159,474.75	23,577,955.51	28,185,045.70
128	2/1/2032	23,577,955.51	167,010.52	160,604.37	23,417,351.15	28,352,056.22
129	3/1/2032	23,417,351.15	165,872.90	161,741.98	23,255,609.17	28,517,929.13
130	4/1/2032	23,255,609.17	164,727.23	162,887.65	23,092,721.52	28,682,656.36
131	5/1/2032	23,092,721.52	163,573.44	164,041.44	22,928,680.08	28,846,229.80

Attachemnt F

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
132	6/1/2032	22,928,680.08	162,411.48	165,203.40	22,763,476.68	29,008,641.29
133	7/1/2032	22,763,476.68	161,241.29	166,373.59	22,597,103.09	29,169,882.58
134	8/1/2032	22,597,103.09	160,062.81	167,552.07	22,429,551.02	29,329,945.39
135	9/1/2032	22,429,551.02	158,875.99	168,738.90	22,260,812.12	29,488,821.38
136	10/1/2032	22,260,812.12	157,680.75	169,934.13	22,090,877.99	29,646,502.13
137	11/1/2032	22,090,877.99	156,477.05	171,137.83	21,919,740.16	29,802,979.18
138	12/1/2032	21,919,740.16	155,264.83	172,350.06	21,747,390.10	29,958,244.01
139	1/1/2033	21,747,390.10	154,044.01	173,570.87	21,573,819.23	30,112,288.02
140	2/1/2033	21,573,819.23	152,814.55	174,800.33	21,399,018.90	30,265,102.58
141	3/1/2033	21,399,018.90	151,576.38	176,038.50	21,222,980.40	30,416,678.96
142	4/1/2033	21,222,980.40	150,329.44	177,285.44	21,045,694.96	30,567,008.40
143	5/1/2033	21,045,694.96	149,073.67	178,541.21	20,867,153.75	30,716,082.08
144	6/1/2033	20,867,153.75	147,809.01	179,805.88	20,687,347.88	30,863,891.08
145	7/1/2033	20,687,347.88	146,535.38	181,079.50	20,506,268.37	31,010,426.46
146	8/1/2033	20,506,268.37	145,252.73	182,362.15	20,323,906.22	31,155,679.20
147	9/1/2033	20,323,906.22	143,961.00	183,653.88	20,140,252.34	31,299,640.20
148	10/1/2033	20,140,252.34	142,660.12	184,954.76	19,955,297.58	31,442,300.32
149	11/1/2033	19,955,297.58	141,350.02	186,264.86	19,769,032.72	31,583,650.35
150	12/1/2033	19,769,032.72	140,030.65	187,584.23	19,581,448.49	31,723,680.99
151	1/1/2034	19,581,448.49	138,701.93	188,912.96	19,392,535.53	31,862,382.92
152	2/1/2034	19,392,535.53	137,363.79	190,251.09	19,202,284.44	31,999,746.71
153	3/1/2034	19,202,284.44	136,016.18	191,598.70	19,010,685.74	32,135,762.90
154	4/1/2034	19,010,685.74	134,659.02	192,955.86	18,817,729.88	32,270,421.92
155	5/1/2034	18,817,729.88	133,292.25	194,322.63	18,623,407.25	32,403,714.17
156	6/1/2034	18,623,407.25	131,915.80	195,699.08	18,427,708.17	32,535,629.97
157	7/1/2034	18,427,708.17	130,529.60	197,085.28	18,230,622.88	32,666,159.57
158	8/1/2034	18,230,622.88	129,133.58	198,481.30	18,032,141.58	32,795,293.15
159	9/1/2034	18,032,141.58	127,727.67	199,887.21	17,832,254.36	32,923,020.82
160	10/1/2034	17,832,254.36	126,311.80	201,303.08	17,630,951.28	33,049,332.62
161	11/1/2034	17,630,951.28	124,885.90	202,728.98	17,428,222.30	33,174,218.53
162	12/1/2034	17,428,222.30	123,449.91	204,164.98	17,224,057.33	33,297,668.44
163	1/1/2035	17,224,057.33	122,003.74	205,611.14	17,018,446.19	33,419,672.18
164	2/1/2035	17,018,446.19	120,547.33	207,067.56	16,811,378.63	33,540,219.50
165	3/1/2035	16,811,378.63	119,080.60	208,534.28	16,602,844.34	33,659,300.10
166	4/1/2035	16,602,844.34	117,603.48	210,011.40	16,392,832.94	33,776,903.58
167	5/1/2035	16,392,832.94	116,115.90	211,498.98	16,181,333.96	33,893,019.48
168	6/1/2035	16,181,333.96	114,617.78	212,997.10	15,968,336.86	34,007,637.26
169	7/1/2035	15,968,336.86	113,109.05	214,505.83	15,753,831.03	34,120,746.32
170	8/1/2035	15,753,831.03	111,589.64	216,025.25	15,537,805.78	34,232,335.95
171	9/1/2035	15,537,805.78	110,059.46	217,555.43	15,320,250.35	34,342,395.41
172	10/1/2035	15,320,250.35	108,518.44	219,096.44	15,101,153.91	34,450,913.85
173	11/1/2035	15,101,153.91	106,966.51	220,648.38	14,880,505.53	34,557,880.36
174	12/1/2035	14,880,505.53	105,403.58	222,211.30	14,658,294.23	34,663,283.94
175	1/1/2036	14,658,294.23	103,829.58	223,785.30	14,434,508.93	34,767,113.52
176	2/1/2036	14,434,508.93	102,244.44	225,370.45	14,209,138.49	34,869,357.96
177	3/1/2036	14,209,138.49	100,648.06	226,966.82	13,982,171.67	34,970,006.03
178	4/1/2036	13,982,171.67	99,040.38	228,574.50	13,753,597.17	35,069,046.41
179	5/1/2036	13,753,597.17	97,421.31	230,193.57	13,523,403.60	35,166,467.72
180	6/1/2036	13,523,403.60	95,790.78	231,824.11	13,291,579.49	35,262,258.50
181	7/1/2036	13,291,579.49	94,148.69	233,466.20	13,058,113.29	35,356,407.19
182	8/1/2036	13,058,113.29	92,494.97	235,119.91	12,822,993.38	35,448,902.15
183	9/1/2036	12,822,993.38	90,829.54	236,785.35	12,586,208.03	35,539,731.69
184	10/1/2036	12,586,208.03	89,152.31	238,462.58	12,347,745.46	35,628,884.00

Attachemnt F

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
185	11/1/2036	12,347,745.46	87,463.20	240,151.69	12,107,593.77	35,716,347.19
186	12/1/2036	12,107,593.77	85,762.12	241,852.76	11,865,741.01	35,802,109.32
187	1/1/2037	11,865,741.01	84,049.00	243,565.88	11,622,175.12	35,886,158.32
188	2/1/2037	11,622,175.12	82,323.74	245,291.14	11,376,883.98	35,968,482.06
189	3/1/2037	11,376,883.98	80,586.26	247,028.62	11,129,855.36	36,049,068.32
190	4/1/2037	11,129,855.36	78,836.48	248,778.41	10,881,076.95	36,127,904.79
191	5/1/2037	10,881,076.95	77,074.30	250,540.59	10,630,536.36	36,204,979.09
192	6/1/2037	10,630,536.36	75,299.63	252,315.25	10,378,221.11	36,280,278.72
193	7/1/2037	10,378,221.11	73,512.40	254,102.48	10,124,118.63	36,353,791.12
194	8/1/2037	10,124,118.63	71,712.51	255,902.38	9,868,216.25	36,425,503.63
195	9/1/2037	9,868,216.25	69,899.87	257,715.02	9,610,501.23	36,495,403.49
196	10/1/2037	9,610,501.23	68,074.38	259,540.50	9,350,960.73	36,563,477.88
197	11/1/2037	9,350,960.73	66,235.97	261,378.91	9,089,581.82	36,629,713.85
198	12/1/2037	9,089,581.82	64,384.54	263,230.35	8,826,351.48	36,694,098.39
199	1/1/2038	8,826,351.48	62,519.99	265,094.89	8,561,256.58	36,756,618.38
200	2/1/2038	8,561,256.58	60,642.23	266,972.65	8,294,283.93	36,817,260.61
201	3/1/2038	8,294,283.93	58,751.18	268,863.71	8,025,420.23	36,876,011.79
202	4/1/2038	8,025,420.23	56,846.73	270,768.16	7,754,652.07	36,932,858.51
203	5/1/2038	7,754,652.07	54,928.79	272,686.10	7,481,965.97	36,987,787.30
204	6/1/2038	7,481,965.97	52,997.26	274,617.62	7,207,348.35	37,040,784.56
205	7/1/2038	7,207,348.35	51,052.05	276,562.83	6,930,785.52	37,091,836.61
206	8/1/2038	6,930,785.52	49,093.06	278,521.82	6,652,263.70	37,140,929.67
207	9/1/2038	6,652,263.70	47,120.20	280,494.68	6,371,769.02	37,188,049.88
208	10/1/2038	6,371,769.02	45,133.36	282,481.52	6,089,287.50	37,233,183.24
209	11/1/2038	6,089,287.50	43,132.45	284,482.43	5,804,805.07	37,276,315.69
210	12/1/2038	5,804,805.07	41,117.37	286,497.51	5,518,307.55	37,317,433.06
211	1/1/2039	5,518,307.55	39,088.01	288,526.87	5,229,780.68	37,356,521.07
212	2/1/2039	5,229,780.68	37,044.28	290,570.60	4,939,210.08	37,393,565.35
213	3/1/2039	4,939,210.08	34,986.07	292,628.81	4,646,581.27	37,428,551.42
214	4/1/2039	4,646,581.27	32,913.28	294,701.60	4,351,879.67	37,461,464.71
215	5/1/2039	4,351,879.67	30,825.81	296,789.07	4,055,090.60	37,492,290.52
216	6/1/2039	4,055,090.60	28,723.56	298,891.32	3,756,199.27	37,521,014.08
217	7/1/2039	3,756,199.27	26,606.41	301,008.47	3,455,190.80	37,547,620.49
218	8/1/2039	3,455,190.80	24,474.27	303,140.62	3,152,050.18	37,572,094.76
219	9/1/2039	3,152,050.18	22,327.02	305,287.86	2,846,762.32	37,594,421.78
220	10/1/2039	2,846,762.32	20,164.57	307,450.32	2,539,312.01	37,614,586.35
221	11/1/2039	2,539,312.01	17,986.79	309,628.09	2,229,683.92	37,632,573.14
222	12/1/2039	2,229,683.92	15,793.59	311,821.29	1,917,862.63	37,648,366.74
223	1/1/2040	1,917,862.63	13,584.86	314,030.02	1,603,832.60	37,661,951.60
224	2/1/2040	1,603,832.60	11,360.48	316,254.40	1,287,578.20	37,673,312.08
225	3/1/2040	1,287,578.20	9,120.35	318,494.54	969,083.66	37,682,432.42
226	4/1/2040	969,083.66	6,864.34	320,750.54	648,333.12	37,689,296.77
227	5/1/2040	648,333.12	4,592.36	323,022.52	325,310.60	37,693,889.13
228	6/1/2040	325,310.60	2,304.28	325,310.60	0.00	37,696,193.41