

LEASE AGREEMENT FOR 43 N. LOTAS STREET, PORTERVILLE, CA

THIS AGREEMENT ("Agreement" or "Lease") is entered into _____, 2019, between TMHSA HOUSING, INC., a California Public Benefit Corporation ("Lessor") and the County OF TULARE ("County"). Lessor and County are each a "Party" and together are the "Parties" to this Agreement, which is made with respect to the following:

WHEREAS, the real property and its improvements located at 43 North Lotas Street, in the city of Porterville, State of California were developed and constructed as a Permanent Supportive Housing site for the mentally ill in Tulare County pursuant to Memorandum's of Understanding approved by the Tulare County Board of Supervisors ("Board"), Tulare County Agreement Nos 27498 and 28857, using Tulare County Mental Health Services Act Housing Program funds; and

WHEREAS, the Lessor is the owner of record of the real property which consists of eight (8), two (2) story apartments and one (1) administration building,. A site plan of the property is attached hereto as Exhibit A and incorporated by reference ("Property"); and

WHEREAS, the County's Health and Human Services Agency Mental Health Department provides mental health services, including intensive case management services, to those who were formerly homeless and/or severely mentally ill ("Clients"); and

WHEREAS, County desires to provide mental health services that will coordinate staff and resources to reduce the fragmentation and barriers encountered by Clients and to assist them with stabilizing their health and maintaining housing.

WHEREAS, County desires to lease the administration and wellness building, a 1,880 square foot building, at this location to provide mental health services on site to the Clients.

ACCORDINGLY, IT IS AGREED:

1. LEASE

Lessor leases to County, and County leases from Lessor, the real property located at 43 North Lotas Avenue, in the City of Porterville, County of Tulare, State of California, consisting of approximately 1,880 square feet of office space (the "Premises"). A floor plan is attached hereto as Exhibit B and incorporated by reference.

2. TERM AND OPTION TO RENEW

a. The term of this Lease Agreement shall commence upon approval of this Lease Agreement by the Tulare County Board of Supervisors (the "Effective Date") and shall expire seven (7) years later (the "Initial Term"). Upon commencement of the term County will be entitled to exclusive possession of the Premises.

b. County shall have the option to renew this Lease Agreement for two (2) additional, seven (7) year terms ("Renewal Term") under the same terms and conditions by serving notice of exercise of the option to renew to Lessor prior to the end of the then-current term.

3. USE OF PREMISES

County will use the Premises for the provision of public services, specifically for the purpose of providing space for the Health and Human Services Agency Mental Health Department, including but not limited

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to, providing intensive mental health case management services linked to permanent housing. County will use the Premises in compliance with this Agreement and all laws, ordinances, and other governmental or quasi-governmental regulations now in force or which may hereafter be in force.

4. ACCEPTANCE

County's taking or possession of the Premises shall constitute County's acknowledgement that the Premises are accepted in their "as is" condition and are acceptable to County.

5. HOLDOVER

If County holds over beyond the expiration of the Initial Term or Renewal Terms of this Lease, then the holding over will be deemed a year-to-year tenancy on the same terms and conditions as the Initial Term, until the tenancy is terminated.

6. RENT

County will pay to Lessor an annual rental amount of ONE DOLLAR (\$1). The Rent Commencement Date will be the first day will be the first day of the first full month following the County's Date of Possession. Each annual payment, if not paid in advance, will be due on the first day of the first full month following the anniversary date of the Effective Date.

County will pay all rent and other payments to the Lessor at:

TMHSA Housing Inc.
5140 W. Cypress Avenue
Visalia, CA 93277

Lessor may from time-to-time designate a new payment address by written notice together with the submission of a replacement W-9 to County.

7. MAINTENANCE

a. Lessor will provide, at Lessor's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

- i. The structural parts of the building and other improvements in which the Premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof;
- ii. The exposed and unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;
- iii. Window frames, gutters, and down spouts on the building and other improvements in which the Premises are located;
- iv. Heating, ventilating, and air-conditioning systems (HVAC) servicing the Premises;

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1. The HVAC shall be inspected at least once every twelve (12) months, and problems found during these inspections shall be corrected within thirty (30) days from discovery.
2. Inspections and maintenance of the HVAC system shall be documented in writing. Lessor shall record the name of the individual(s) inspecting and/or maintaining the system, the date of any inspections and maintenance, and the specific finding and action taken. Lessor shall ensure that the records are kept for at least five (5) years.
 - v. Light fixtures and replacement bulbs;
 - vi. Pest control;
 - vii. Custodial services of common areas.
- b. Lessor will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the lease, at no cost to County, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.
- c. In case of emergency the Lessor will take immediate steps to protect persons and property. If the Lessor does not take the necessary steps, County will have the right to repair or contract to repair and to be reimbursed by Lessor.
- d. Except for cases of emergency, Lessor will make all repairs as soon as is possible. In the event Lessor has not made a repair referred to in a written notice from County to Lessor within thirty (30) days after date of notice, County will have the right to repair or contract to repair and be reimbursed by Lessor.

8. UTILITIES AND OTHER SERVICES

- a. Lessor shall make arrangements for, and pay for, water, sewer, and trash services furnished or to be used by County. County shall reimburse Lessor nineteen point seven six percent (19.76%) of the monthly utility bills for water, sewer, and trash, representing the prorated share of the square footage of the Premises. Lessor shall provide County with back-up verification of the prorated utility costs. Any other interior utilities not listed that are not separately metered shall be prorated and Lessor to provide back-up verification of the prorated utility cost.
- b. County shall make arrangements for, and pay for gas and electrical services furnished or to be used by County.
- c. County shall arrange for the installation of any and all telephones or internet services it shall require and pay for any and all charges relating thereto.
- d. County will be responsible for providing all custodial service and supplies for the interior of the Premises, including the cleaning of interior walls, interior of windows and window coverings.
- e. County will be responsible for any security response services desired by County.

9. ALTERATIONS.

County shall not make any structural or exterior alterations to the Premises without Lessor's consent, which consent shall not be unreasonably withheld; however, County shall have the right without cost to the Lessor to make, with Lessor's consent, nonstructural alterations to the interior of the Premises that County requires in order to conduct its operations on the Premises.

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Upon termination of the tenancy, if County is not then in default of any of the provisions of this Lease, County shall have the right to remove from the Premises immediately before the termination of the tenancy any alterations County has made to the Premises, as long as the removal will not cause any structural damage to the Premises, and County at its sole cost will promptly restore any damage caused by the removal.

10. MECHANICS LIENS.

County shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted under this Agreement. County shall keep the building, other improvements, and land on which the Premises are located free and clear of all mechanics liens resulting from construction done by or for County.

11. DISCLOSURES. Prior to delivering possession of the Premises, and throughout the tenancy, Lessor shall make any and all legally required disclosures to County, including, but not limited to, disclosures of hazardous substances or materials and disclosures required by Civil Code section 1938.

12. INDEMNITY

To the fullest extent permitted by law, Lessor will hold harmless, defend and indemnify County and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by Lessor, or under other applicable statute or ordinance; or resulting from Lessor's or Lessor's agents', employees,' or contractors' negligent or intentionally wrongful acts or omissions with respect to the Premises. Lessor's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this Lease, or any renewal or holdover period.

13. INSURANCE

Lessor acknowledges and agrees that County is a self-insured entity, and waives any requirement that County procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. Prior to execution of this Lease by County, Lessor shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth in Exhibit C attached, which outlines the minimum scope, specifications and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in Exhibit C shall not be used to reduce limits available to County as an additional insured from the Lessor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Lease or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of insurance renewal, for the duration of County's tenancy, including any Lease renewal or holdover period, may be considered a material breach of this Agreement.

14. DESTRUCTION.

In the event the Premises, or the building(s) in which the Premises are located, is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for County's use, in whole or in part, County shall be entitled to a reduction in the rental during the period that such part

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remains unrepaired or unrestored, in the proportion of the amount of floor space unfit for occupancy to the total floor space included in the Lease; provided, however, that if it should reasonably appear that Lessor cannot or will not restore or repair the Premises within ninety (90) days from the date of such damage, either Party shall be entitled to terminate the Lease by giving the other Party notice in writing of intention to so terminate ten (10) days before the proposed date of termination.

15. CONDEMNATION.

If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the tenancy, the rights and obligations of the Parties shall be determined as follows:

- a. If the Premises are totally taken by condemnation, the tenancy shall terminate on the date of the taking and County shall be entitled to a refund on any rent paid in advance;
- b. If any portion of the Premises is taken by condemnation the tenancy shall remain in effect, except that: (i) the rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the taking; and (ii) County may elect to terminate the tenancy by giving notice of same within ten (10) days of the date of the taking.

16. ASSIGNMENT.

County shall not assign or encumber its interest in the tenancy, or sublease all or any part of the Premises, without the consent of Lessor, which such consent shall not be unreasonably withheld.

17. DEFAULT.

The occurrence of any of the following shall constitute a default by County:

- a. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to County;
- b. County's abandonment and vacation of the Premises;
- c. Failure to perform any other provision of this agreement if the failure to perform is not cured within a reasonable time after notice has been given of same to County.

Notices given under this section shall specify the alleged default and the applicable provisions of this agreement, and shall demand that County perform the provisions within the applicable period of time, or quit the Premises.

The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the Parties shall have the remedies now or later allowed by law.

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18. SIGNS.

County may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld. On the expiration or termination of this Lease, Lessor may remove and destroy any items which were permitted to be installed in accordance with the terms of this section.

19. LESSOR'S ENTRY ON PREMISES. Lessor and Lessor's authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to County, for any of the following purposes:

- a. To determine whether the Premises are in good condition and whether County is complying with the obligations under this Agreement;
- b. To do any necessary maintenance and to make any restoration to the Premises or the building and other improvements in which the Premises are located that Lessor has the right or obligation to perform;
- c. To serve, post, or keep posted any notices required or permitted under this Agreement;
- d. To show the Premises to prospective brokers, agents, buyers, and prospective lessees at any time during the tenancy.

20. SURRENDER.

On expiration or other termination of the tenancy, County shall surrender the Premises to Lessor in good condition, ordinary wear and tear excepted. County shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

21. TERMINATION FOR CAUSE.

Either Party may terminate this Agreement for cause upon five (5) days' prior written notice to the other Party. For purposes of this section, "cause" shall be defined as the failure of either Party to remedy any material breach of the Lease Agreement within thirty (30) days' written notice of the breach.

22. REDUCTION OF COUNTY'S FUNDING.

Lessor expressly understands and agrees that County is dependent upon certain Federal and/or State funding to pay the rent provided in this Agreement. If such Federal and/or State funding is discontinued and/or reduced, County shall have the right to: (a) reduce the amount of office space occupied by County, or (2) terminate the Lease. In either event, County shall provide Lessor with at least ninety (90) days' prior written notice of such reduction or termination.

In the event of a reduction in the amount of office space, the monthly rent shall be reduced by an amount equal to the ratio of the total remaining occupied office space in square feet divided by the total office space in square feet previously occupied by County.

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In the event County reduces the amount of office space, Lessor, in the exercise of its own absolute discretion, shall have the right to terminate the Lease by giving written notice of the exercise of such right to County within ten (10) days of its receipt of the notice of reduction from County. The tenancy shall then terminate thirty (30) days after service of Lessor's notice that it is exercising its right to terminate pursuant to this Paragraph.

23. SUCCESSORS. This Agreement shall be binding on, and inure to, the benefit of the Parties, their successors and assigns, except as otherwise limited by this Agreement.

24. NOTICE.

Any notice, demand, request, consent, approval or other communication required or permitted under this agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291

w/Copy to: Tulare County General Services
Attn: Property Management
5953 S. Mooney Blvd.
Visalia, CA 93277

LESSOR: TMHSA Housing Inc.
5140 W. Cypress Ave.
Visalia, CA 93277

If notice is mailed, it shall be deemed communicated four (4) business days from the time of mailing as provided in this section. Payments or refunds shall also be made at the above addresses.

25. WAIVER.

The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

26. EXHIBITS. All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

27. INTEGRATION. This instrument contains all the agreements of the Parties relating to the Premises and cannot be modified or amended except by a subsequent agreement in writing.

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28. NO THIRD PARTY BENEFICIARIES. Unless specifically set forth, the Parties to this Agreement do not intend to provide any third party benefit or enforceable legal or equitable right or remedy.

29. GOVERNING LAW. This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and for legal purposes shall be deemed to be performed in Tulare County, California.

30. HEADINGS. Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

31. INTERPRETATION. This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

32. ACKNOWLEDGEMENT & RIGHT TO RECORD MEMORANDUM. Lessor and County will sign a Memorandum of Lease in the form set forth in Exhibit D, and cause their signatures to the Memorandum to be acknowledged before a Notary Public. Either Party may thereafter record the Memorandum, and give the other Party notice of such recording. Upon the expiration or earlier termination of the term, either Party upon request will execute a document for recordation to terminate such memorandum.

33. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement will continue in full force and effect.

34. AUTHORITY. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such Party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

35. COUNTERPARTS. This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement.

[THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURES FOLLOW ON NEXT PAGE]


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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

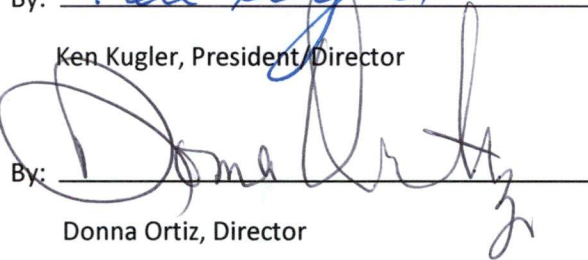
LESSOR

TMHSA HOUSING, INC. a California Public Benefit Corporation

Date: 10-2-19

By: 
Ken Kugler, President/Director

Date: _____

By: 
Donna Ortiz, Director

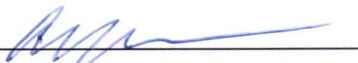
[Note: Corporations Code §313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section §17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the article of organization stating that the LLC is managed by only one manager]

COUNTY

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/ Clerk of
the Board of Supervisors
By: _____

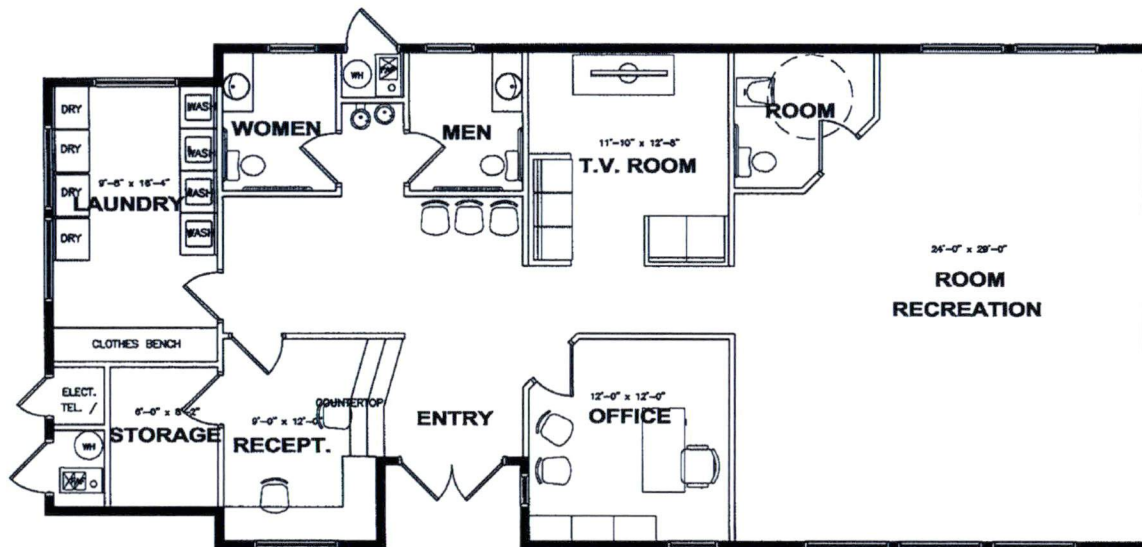
Approved as to form:
County Counsel
By: 
Deputy County Counsel
Matter No. 20191336

LEASE AGREEMENT FOR 43 N. LOTAS STREET, PORTERVILLE, CA

EXHIBIT B

43 N. Lotas Street, Porterville, CA 93257

Floor Plans / Elevation Plans



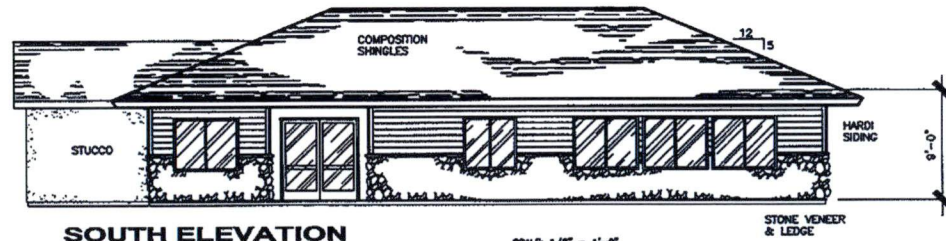
Admin. / Wellness Floor Plan

1,880 S.F.

KAWEAH MANAGEMENT COMPANY

Floor Plans

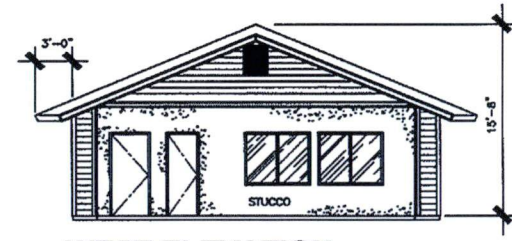
LEASE AGREEMENT FOR 43 N. LOTAS STREET, PORTERVILLE, CA



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

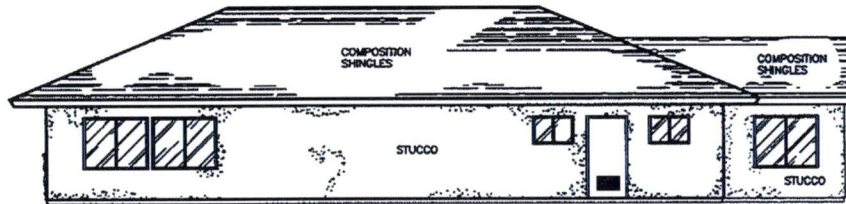
ADMIN. / WELLNESS



WEST ELEVATION

SCALE: 1/8" = 1'-0"

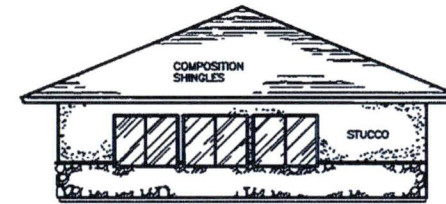
ADMIN. / WELLNESS



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

ADMIN. / WELLNESS



EAST ELEVATION

SCALE: 1/8" = 1'-0"

ADMIN. / WELLNESS

Elevation Plans

LEASE AGREEMENT FOR 43 N. LOTAS STREET, PORTERVILLE, CA

EXHIBIT C

COUNTY AS LESSEE

INSURANCE REQUIREMENTS

LESSOR shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the LESSEE, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate applies, either the general aggregate limit shall apply separately to this location or the general aggregate shall be \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance against all risks of loss on all real property being leased including improvements and betterment. Limits of full replacement cost with no coinsurance penalty provision.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. The General Liability and Property Insurance policies must be endorsed and endorsements must be provided to COUNTY reflecting the following provisions:
 - a. *The County, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of ownership maintenance or use of that part of the premises leased to the COUNTY.*
 - b. *For claims related to this lease, the LESSOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteer and shall be at least as broad as ISO CG 20 01 04 13. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the LESSOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.*

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d. LESSOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the LESSOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the LESSOR, its employees, agents and subcontractors. LESSOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the LESSOR shall file with the Tulare County Board of Supervisors, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the LESSEE, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

LEASE AGREEMENT FOR 43 N. LOTAS STREET, PORTERVILLE, CA

Print Name _____

Date: _____

Lessee Name _____

Signature _____

Rev. 8-19

LEASE AGREEMENT FOR 43 N. LOTAS STREET, PORTERVILLE, CA

EXHIBIT D

43 N. Lotas Street, Porterville, CA 93257

Recording Requested by:
County of Tulare,
General Services Agency

When recorded, mail to:
County of Tulare
Clerk of the Board of Supervisors
2800 W Burrel Avenue
Visalia, CA 93291

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated as of _____ is entered into between the TMHSA HOUSING, INC., a California Public Benefit Corporation, and the County of Tulare (Lessee)

- A. On or about _____, Lessor and County entered into a Lease Agreement on file with the Clerk of the Board of Supervisors of the County of Tulare as Agreement No. _____ pursuant to the Lease, Lessor leased to Lessee, and Lessee leased from Lessor, the real property located at 43 N. Lotas St., Porterville, County of Tulare, State of California, consisting of approximately 1,880 square feet of office space ("Premises"). A floor plan is depicted in Exhibit 1 attached hereto and incorporated by reference.
- B. Lessor and Lessee desire to execute this Memorandum to provide constructive notice to all third parties of Lessee's rights under the Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Term: Lessor leased the Premises to Lessee for the term set forth in the Lease.
2. Lease Terms: Lessor leased the Premises to Lessee pursuant to the terms described in the Lease, which is incorporated in this memorandum by reference, and as may be amended from time to time.
3. Successors and Assigns: This Memorandum and Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

[Signatures on Next Page]

LEASE AGREEMENT FOR 43 N. LOTAS STREET, PORTERVILLE, CA

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

LESSOR

TMHSA HOUSING, INC. a California Public Benefit Corporation

Date: _____

By: _____

Ken Kugler, President/Director

Date: _____

By: _____

Donna Ortiz, Director

[Note: Corporations Code §313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section §17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the article of organization stating that the LLC is managed by only one manager]

LESSEE

COUNTY OF TULARE

By: _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT

County Administrative Officer/ Clerk of
the Board of Supervisors

By: _____

Approved as to form:
County Counsel

By: _____

Deputy County Counsel