

Attachment H

Three-Way Building Lease: Master Real Property Lease, and Sublease and Cost- Reimbursement Agreement

**SUBLEASE AND COST REIMBURSEMENT AGREEMENT
BETWEEN
THE COUNTY OF FRESNO
AND
K.W.P.E. ENTERPRISES, INC., d.b.a. AMERICAN MEDICAL SERVICES
FOR THE COUNTY RADIO TELECOMMUNICATIONS FACILITY AND
EMS COMMUNICATION CENTER**

THIS SUBLEASE AND COST REIMBURSEMENT AGREEMENT (the "Sublease") entered into this 8th day of December, 1992, by and between the County of Fresno, a political subdivision of the State of California, as sublessor (the "COUNTY"), and K.W.P.E. Enterprises, Inc., doing business as American Medical Services, as sublessee ("AMS").

WITNESSETH:

WHEREAS, COUNTY and AMS entered into to that certain Agreement for Paramedic Ambulance Services on or about the 9th day of December, 1986 (the "Ambulance Agreement"); and

WHEREAS, COUNTY and AMS subsequently entered into seven (7) written amendments to said agreement; and

WHEREAS, the COUNTY and AMS are entering into the eighth (8th) amendment to said agreement at the same time they enter into this Sublease; and

WHEREAS, the eighth (8th) amendment to said agreement authorizes AMS, among other things, to construct, operate, and maintain an appropriate, single-story, turn-key, permanent facility, containing approximately five thousand, seven hundred, and ninety (5,790) square feet (the "Building"), located on a site containing approximately ten thousand and eighty square feet (10,080) for a central radio telecommunications facility and

1 Emergency Medical Services ("EMS") communications center for the
2 COUNTY at the COUNTY's Hamilton Yard, 4551 East Hamilton, Fresno,
3 California (the "Building Site") according to the requirements
4 established by the COUNTY pursuant to said agreement; and

5 WHEREAS, the parties desire that said Building shall be
6 jointly occupied by the COUNTY and AMS pursuant to the terms and
7 conditions of the eighth (8th) amendment to the Ambulance
8 Agreement, as amended; and

9 WHEREAS, AMS desires to use the portion of the Building it
10 will occupy for dispatching ambulances and coordinating first
11 responder units (the "Subleased Premises"); and

12 WHEREAS, COUNTY desires to use the portion of the Building
13 which it will occupy as a radio communications vault, telephone
14 room, generator room, and battery room (the "COUNTY Premises");
15 and

16 WHEREAS, the eighth (8th) amendment to the Ambulance
17 Agreement, as amended, requires that the COUNTY's acquisition and
18 the parties' use and occupancy of the Building shall be financed
19 through a three-way building lease according to the terms and
20 conditions of said Ambulance Agreement, as amended; and

21 WHEREAS, the parties recognize that the COUNTY will enter
22 into that Ground Lease for the Building Site (the "Ground Lease")
23 and Master Real Property Lease of the Building and Building Site
24 (the "Master Lease") with Banc One Leasing Corporation, First
25 Municipal Division, an Ohio Corporation ("BANC ONE"), whereby the
26 COUNTY shall lease the Building Site to BANC ONE under the Ground
27 Lease and BANC ONE will lease back the Building and Building Site

1 to the COUNTY; and

2 WHEREAS, COUNTY and BANC ONE shall enter into the Ground
3 Lease and Master Lease at the same time COUNTY and AMS enter into
4 this Sublease pursuant to which, among other things, BANC ONE,
5 under the Master Lease, shall allow COUNTY to sublease the
6 Subleased Premises to a third party in accordance with the terms
7 and conditions of the Master Lease; and

8 WHEREAS, COUNTY and AMS desire to enter into this Sublease in
9 order to meet the requirements of the Ambulance Agreement, as
10 amended, and the Master Lease.

11 WHEREAS, AMS acknowledges that, pursuant to the Ground Lease,
12 the Master Lease, and this Sublease, the COUNTY shall be the sole
13 and exclusive owner of the Building Site and the Building, and all
14 equity (including, but not limited to, legal and equitable title)
15 therein, upon AMS and COUNTY making all rental payments and paying
16 other sums due under this Sublease and the Master Lease in order
17 to allow COUNTY to acquire the Building and regain unencumbered
18 title in the Building Site (either at the expiration of the term
19 of the Master Lease (pursuant subparagraph 2(b) of the Master
20 Lease and subparagraphs 2.01 and 3.02 of the Ground Lease) or at
21 any time during the term of the Master Lease (by COUNTY exercising
22 the early purchase option pursuant to subparagraph 2(d) of the
23 Master Lease and subparagraphs 2.01 and 3.02 of the Ground Lease)
24 according to its terms and conditions), and that AMS, including
25 its successors and assigns and anyone claiming any rights through
26 AMS, shall not at any time and in any way be compensated by the
27 COUNTY for AMS, including its successors and assigns and anyone

1 claiming any rights through AMS, making any rental payments or
2 paying any other sums due under this Sublease or the Master Lease;
3 and

4 WHEREAS, COUNTY detrimentally relies upon such
5 acknowledgement of AMS, and is thereby induced to enter into this
6 Sublease.

7 NOW THEREFORE, in consideration of their mutual promises and
8 conditions, the parties hereto agree as follows:

9 1. Incorporation of Ground Lease, Master Lease,
10 and Ambulance Agreement, as amended:

11 It is understood and agreed that the terms and conditions of
12 the Ground Lease and Master Lease, including any amendment or
13 extension thereof, and the Ambulance Agreement, as amended,
14 including any further amendment or extension thereof, shall apply
15 in all respects to this Sublease and be incorporated herein as
16 though the terms and conditions of such agreements were set out
17 hereinbelow, and AMS agrees to be bound by such terms and
18 conditions. All disclaimers of warranties, both express and
19 implied, and disclaimers of representations made by BANC ONE under
20 against COUNTY under the Ground Lease and Master Lease are made
21 herein by COUNTY against AMS, and AMS acknowledges all such
22 disclaimers thereof.

23 It is further understood and agreed that the term "Ground
24 Lease" or "Master Lease," as it is used herein, shall include any
25 extension or amendment thereof. Likewise, the term "Ambulance
26 Agreement, as amended," as it is used herein, shall include any
27 extension or further amendment thereof.

1 In the event of any conflict between the terms and conditions
2 of this Sublease and the Ground Lease, the Master Lease, the
3 Ambulance Agreement, as amended, and the escrow agreement between
4 COUNTY, AMS, BANC ONE, and the escrow agent identified therein,
5 the conflict shall be resolved by giving precedence in the
6 following order of priority:

7 (a) The Ground Lease;

8 (b) The Master Lease;

9 (c) This Sublease, excluding the terms and conditions
10 of the Ground Lease, the Master Lease, and Ambulance
11 Agreement, as amended, which are incorporated herein;

12 (d) The Ambulance Agreement, as amended;

13 (e) The escrow agreement between COUNTY, AMS, BANC ONE, and
14 the escrow agent identified therein.

15 Notwithstanding anything else stated to the contrary in this
16 Section 1, the terms or conditions of that agreement referred to
17 herein, which place the greatest or broadest obligation(s) upon
18 AMS, shall apply regardless of the order of precedence of
19 documents established above. In this regard, the COUNTY shall
20 have the right, in its sole discretion, to determine which such
21 agreement shall be used to interpret the obligations of AMS
22 hereunder.

23 2. Sublease of Subleased Premises:

24 The COUNTY subleases to AMS and AMS hires from the COUNTY, on
25 the terms and conditions of this Sublease, the Subleased Premises,
26 consisting of approximately ten thousand, eighty square feet
27 (10,080), which shall refer to all areas of the Building and

1 Building Site, including the parking area, except for the COUNTY
2 Premises. COUNTY does not warrant or guarantee the date AMS may
3 commence occupying the Subleased Premises, nor does the COUNTY
4 warrant or guarantee the condition of the Subleased Premises when
5 this Sublease commences.

6 AMS agrees that if the COUNTY Premises are not available for
7 occupancy by September 15, 1993 (unless an extension of such
8 deadline is mutually agreed to by the parties in writing), then
9 AMS shall be solely responsible for paying all rental payments and
10 other sums that are specified to be then paid to BANC ONE under
11 the Master Lease, until such time as the COUNTY Premises are
12 available for occupancy by COUNTY.

13 AMS shall not have any rights, title, or interest in the
14 Subleased Premises except as expressly set forth in this Sublease.

15 Notwithstanding anything else stated to the contrary in this
16 Section 2, the right of AMS to use and occupy the Subleased
17 Premises shall be in effect only so long as the Ambulance
18 Agreement, as amended (or any successor or replacement agreement
19 between the parties thereof), and this Sublease are in full force
20 and effect, and AMS is not in default of the Ambulance Agreement,
21 as amended, and this Sublease.

22 3. Term: (a) The term of this Sublease shall commence upon
23 the commencement of the Master Lease and shall terminate upon the
24 termination of the Master Lease or the Ambulance Agreement, as
25 amended, whichever is earlier, unless this Sublease is sooner
26 terminated (in which case this Sublease shall be terminated on
27 such sooner termination date) or AMS enters into an agreement with

1 the COUNTY which is a successor or replacement to the Ambulance
2 Agreement, as amended (in which case the termination date of such
3 successor or replacement agreement shall be substituted for the
4 termination date of the Ambulance Agreement, as amended), as
5 provided for herein.

6 (b) Subject to Subsection 3(c), it is understood and agreed
7 that AMS shall lease the Subleased Premises under the same terms
8 and conditions of this Sublease if AMS is selected by the COUNTY
9 through the designated process as the COUNTY's exclusive provider
10 of emergency ambulance services and paramedic ambulance services
11 for the Fresno/Clovis metropolitan service area, as it is now
12 established or as it may hereafter exist, under a successor or
13 replacement agreement to the Ambulance Agreement, as amended.
14 This Subsection 3(b) shall survive the termination of this
15 sublease or the Ambulance Agreement, as amended, or any successor
16 or replacement agreement between the parties thereof.

17 (c) Notwithstanding Subsection 3(a) of this Sublease, if the
18 Master Lease terminates and the COUNTY takes title to the Building
19 and Building Site free and clear of any claims, liens, security
20 interests and encumbrances, and mortgages according to its terms
21 and conditions, and the Ambulance Agreement, as amended, or any
22 successor or replacement agreement thereof between the parties
23 hereto, is in full force and effect, AMS shall be obligated to
24 make rental payments to the COUNTY for use of the Subleased
25 Premises (upon the same timing, and in the same manner that rental
26 payments are made under Section 5 of this Sublease) in an amount
27 equivalent to all costs and expenses incurred by the COUNTY

arising out of or in connection with the operation, repair, or maintenance of the Building and Building Site, excluding therefrom those costs and expenses which the COUNTY had already agreed to incur under this Sublease and the Ambulance Agreement, as amended. The terms and conditions of the Master Lease, except for the payment of Rent and other sums to be paid thereunder, shall survive the termination of the Master Lease, or any replacement or successor thereof, and shall continue to be incorporated herein to carry out the express intent of this Subsection 3(c). In addition, the rights of BANC ONE under the Master Lease shall, for purposes of this Subsection 3(c), be transferred to the COUNTY upon the termination of the Master Lease, and BANC ONE shall not have any rights against the COUNTY or AMS under the Master Lease upon such transfer.

(d) Notwithstanding the anything else stated to the contrary in this Sublease, including, but not limited to Subsections 3(a), 3(b), and 3(c) of this Sublease, the obligation of AMS to sublease the Subleased Premises after the termination of the Master Lease and/or the Ambulance Agreement, as amended, under Subsections 3(b) or 3(c) of this Sublease shall not in any way whatsoever be interpreted or construed as a pre-commitment or pre-determination by COUNTY as selecting or preferring AMS to be selected as the COUNTY's exclusive provider of emergency ambulance services and paramedic ambulance services for the Fresno/Clovis metropolitan service area, as it is now established or as it may hereafter exist, under a successor or replacement agreement to the Ambulance Agreement, as amended.

1 4. Obligations of the Parties:

2 For so long as this Sublease is in full force and effect, as
3 between COUNTY and AMS, all of the obligations of the COUNTY as
4 lessee under the Master Lease, including, without limitation, the
5 obligation to repair and maintain the entire Building and Building
6 Site, and pay Rent (as defined in the Master Lease) and all other
7 amounts required to be paid to BANC ONE pursuant to the Master
8 Lease, shall be deemed to be obligations of AMS under this
9 Sublease which shall be performed for the benefit of the COUNTY,
10 provided however, that COUNTY shall reimburse AMS for COUNTY's use
11 of the COUNTY Premises, as provided in Section 5 of this Sublease.

12 In addition to the obligations of AMS set out in the text of
13 this Sublease, AMS hereby agrees to carry out each and every one
14 of the obligations of AMS stated in the Ambulance Agreement, as
15 amended, as they relate to the operation of Building, the Building
16 Site, and the Subleased Premises, including the provision of
17 workers compensation insurance for its employees, and, if required
18 by BANC ONE, earthquake and/or flood insurance.

19 In addition to the obligations of COUNTY set out in the text
20 of this Sublease, COUNTY hereby agrees to carry out each and every
21 one of the obligations of COUNTY stated in the Ambulance
22 Agreement, as amended, as they relate to the operation of
23 Building, the Building Site, and the COUNTY Premises, including
24 the provision of earthquake and/or flood insurance, if required by
25 BANC ONE.

26 Furthermore, AMS shall carry out each and every one of the
27 obligations of the Sublessee under the Master Lease.

5. RENT:

(a) As consideration for the use of the Subleased Premises, AMS shall pay directly to BANC ONE (or to such other person or entity, including the COUNTY, as the COUNTY Director of Health so directs AMS) from the Accounts Receivable Lockbox Account (as that term is defined in the Ambulance Agreement, as amended) the Rent and other payments as they become due under the Master Lease for the COUNTY's rental of the entire Building and Building Site, including the Subleased Premises, as such payments become due. AMS represents that it reasonably believes that it has sufficient funds to make timely payments of all Rent and other payments as they become due under the Master Lease and covenants that it will do all things lawfully within its power to make such payments in a timely manner.

AMS shall not be allowed to exercise the Non-Appropriation Clause contained in subparagraph 2(c) of the Master Lease as that clause pertains only to the COUNTY.

COUNTY shall reimburse AMS for COUNTY's use of the COUNTY Premises in the amount of twenty-one percent (21%) of the monthly rental payments to be paid to BANC ONE under the Master Lease for the month in which such rental payment is due under the Master Lease; provided however that such reimbursement shall not exceed two thousand five hundred dollars (\$2,500.00) in any one (1) month. Such reimbursement shall be made by COUNTY depositing such funds on a monthly basis in the Accounts Receivable Lockbox Account no later than three (3) COUNTY business days before the date that AMS is obligated to make the rental payment on behalf of

COUNTY to BANC ONE under the Master Lease.

(b) Subject to Section 6 of this Sublease, if the Master Lease includes a balloon payment, AMS shall be required to arrange for a replacement Master Lease (the "Replacement Master Lease") and a replacement Ground Lease (the "Replacement Ground Lease") in order to refinance the remainder of the term of said Master Lease, including the balloon payment, and allow for the COUNTY's acquisition of the Building and regaining of unencumbered title in Building Site in substantially the same manner as provided under the Master Lease and Ground Lease. AMS shall pay for and on behalf of the COUNTY the applicable early purchase option price to BANC ONE, including all sums due to BANC ONE under the early purchase option under subparagraph 2(d) of the Master Lease, in order that COUNTY may refinance the remainder of the COUNTY's obligations under the Master Lease, including the balloon payment thereunder, for a period equivalent to the then-current remaining term of the Master Lease. Such Replacement Ground Lease and Replacement Master Lease shall be entered into by and between the COUNTY and the replacement finance institution no sooner than the fifth (5th) year and no later than the seventh (7th) year term of the Master Lease. Such Replacement Ground Lease and Replacement Master Lease shall be acceptable to the COUNTY, both in form and in substance. Furthermore, such Replacement Master Lease shall not include any additional balloon payments. The Replacement Ground Lease and Replacement Master Lease shall apply in all respects to this Sublease in the same manner and to the same extent as do the current Ground Lease and Master Lease.

1 6. COUNTY's Exclusive End Term Rights to
2 Building and Building Site:

3 It is understood and agreed that pursuant to the Ground
4 Lease, Master Lease, the eight (8th) amendment to the Ambulance
5 Agreement, as amended, and this Sublease, the COUNTY shall be the
6 sole and exclusive owner of the Building and the Building Site,
7 and all equity (including, but not limited to, legal and equitable
8 title) therein, upon AMS and COUNTY making all rental payments and
9 paying other sums due under this Sublease and the Master Lease in
10 order to allow the COUNTY to acquire the Building and regain
11 unencumbered title in the Building Site (either at the expiration
12 of the term of the Master Lease (pursuant subparagraph 2(b) of the
13 Master Lease and subparagraphs 2.01 and 3.02 of the Ground Lease)
14 or at any time during the term of the Master Lease (by COUNTY
15 exercising the early purchase option pursuant to subparagraph 2(d)
16 of the Master Lease and subparagraphs 2.01 and 3.02 of the Ground
17 Lease) according to its terms and conditions), and that AMS,
18 including its successors and assigns and anyone claiming any
19 rights through AMS, shall not at any time and in any way be
20 compensated by the COUNTY for AMS, including its successors and
21 assigns and anyone claiming any rights through AMS, making any
22 rental payments or paying any other sums due under this Sublease
23 or the Master Lease. Furthermore, AMS shall not have any right to
24 purchase the Building or BANC ONE's interest in the Building Site
25 from BANC ONE without the express, written approval of the COUNTY.
26 In this regard, it is understood and agreed that when the COUNTY
27 takes title to the Building and regains unencumbered title to

1 Building Site pursuant to the terms and conditions of the Ground
2 Lease, Master Lease, eighth (8th) amendment to the Ambulance
3 Agreement, as amended, and this Sublease, AMS, including its
4 successors and assigns and anyone claiming any rights through AMS,
5 shall not have any rights, title (including, but not limited to,
6 legal and equitable title), or interest in said Building or
7 Building Site. AMS promises, covenants, and warrants that it
8 shall not do anything, including, but not limited to, taking legal
9 action, to prevent the COUNTY from exercising its right to
10 purchase and take title to the Building and regain unencumbered
11 title to the Building Site under the terms and conditions of the
12 Ground Lease, Master Lease, the eight (8th) amendment to the
13 Ambulance Agreement, as amended, and this Sublease.

14 It is further understood and agreed that all compensation and
15 damages awarded for a complete or partial taking of the Subleased
16 Premises by a governmental agency other than the COUNTY due to
17 condemnation of all or a part of the Subleased Premises, as
18 applicable, shall belong to and be the sole and exclusive property
19 of COUNTY, and AMS shall have no claim, right, title, or interest
20 thereto.

21 It is further understood and agreed that the provisions of
22 this Section 6 shall apply regardless of whether AMS is, or is
23 not, selected by the COUNTY through the designated process as the
24 COUNTY's exclusive provider of emergency ambulance services and
25 paramedic ambulance services for the Fresno/Clovis metropolitan
26 service area, as it is now established or as it may hereafter
27 exist, under a successor or replacement agreement to the Ambulance

1 Agreement, as amended.

2 AMS acknowledges and agrees that the COUNTY's right to
3 acquire exclusive ownership of the Building and regain
4 unencumbered title to the Building Site is fair and reasonable,
5 and obtained without coercion by COUNTY over AMS.

6 AMS and COUNTY acknowledge and agree that the COUNTY would
7 not have entered into this Sublease if COUNTY could not have the
8 exclusive ownership right to the Building and Building Site upon
9 the parties hereto paying all the Rental Payments and other sums
10 due under the Master Lease (either at the expiration of the term
11 of the Master Lease (pursuant subparagraph 2(b) of the Master
12 Lease and subparagraphs 2.01 and 3.02 of the Ground Lease) or at
13 any time during the term of the Master Lease (by COUNTY exercising
14 the early purchase option pursuant to subparagraph 2(d) of the
15 Master Lease and subparagraphs 2.01 and 3.02 of the Ground Lease)
16 according to its terms and conditions) since the Building is
17 located on land owned by the COUNTY and will become an integral
18 part of the COUNTY's operations of serving the health, welfare,
19 and safety needs of the visitors and residents of the County of
20 Fresno.

21 This Section 6 shall survive the termination of this
22 Sublease, the Ground Lease, the Master Lease, and the Ambulance
23 Agreement, as amended, or any replacements or successors thereof.

24 7. Limitation on Use of Subleased Premises.

25 It is understood and agreed that AMS shall use the Subleased
26 Premises for the sole purpose of an Emergency Medical Services
27 Communications Center pursuant to the terms and conditions of the

1 Ambulance Agreement, as amended.

2 8. Taxes on AMS's Possessory Interest:

3 It is understood and agreed that AMS shall be solely
4 responsible for paying any applicable possessory interest property
5 tax on the Subleased Premises. In this respect, AMS understands
6 and agrees that its leasehold interest in the Subleased Premises,
7 which is located on land owned by the COUNTY, may be subject to
8 property taxation and that AMS, the person in whom such leasehold
9 interest is vested, may be subject to the payment of property
10 taxes levied on such interest.

11 It is further understood and agreed that AMS shall be solely
12 responsible for paying any applicable possessory interest property
13 tax on the Building and Building Site. In this respect, AMS
14 understands and agrees that the leasehold interest of BANC ONE in
15 the Building and Building Site, which is located on land owned by
16 the COUNTY, may be subject to property taxation and that BANC ONE,
17 the person in whom such leasehold interest is vested, may be
18 subject to the payment of property taxes levied on such interest.
19 Since AMS assumes the COUNTY's obligation under the Master Lease
20 to pay all possessory interest taxes in the Building and Building
21 Site, AMS shall be responsible to pay any such taxes of BANC ONE.

22 9. Compliance with Laws:

23 AMS shall comply with all applicable Federal and State
24 statutes, laws, regulations, codes and requirements, all
25 applicable provisions of the Fresno County Charter and Ordinance
26 Code, and all other applicable local codes, regulations
27 ordinances, and requirements in the occupancy of the Sublease

1 Premises.

2 10. Waste, Nuisance:

3 AMS shall not permit or cause to be created in the Subleased
4 Premises, the Building, or the Building Site any waste or
5 nuisance, nor shall AMS cause or allow its employees, servants,
6 agents, and independent contractors to interfere in any way with
7 COUNTY's operations in the Building, on the Building Site, or at
8 the COUNTY Hamilton Yard.

9 11. Alterations:

10 AMS shall not be allowed to make any alterations, additions,
11 or improvements, including, without limitation, adding any
12 fixtures, or equipment intended to be affixed to the Building,
13 Building Site, or the Subleased Premises without the express,
14 written approval of the COUNTY Director of Administrative
15 Services, or his designee.

16 12. Surrender of Premises:

17 On or before the last day that this Sublease Agreement is in
18 effect, AMS shall peaceably surrender the Subleased Premises to
19 COUNTY in the same condition as when received, normal wear and
20 tear excepted.

21 AMS shall have the right to remove from the Subleased
22 Premises any personal property of AMS not affixed to the Building,
23 Building Site or Subleased Premises. AMS shall not be entitled to
24 remove from the Subleased Premises the Uninterrupted Power Supply,
25 Emergency Power Generator (all such terms used in this Section 12
26 have the same meaning as they are defined in the eighth (8th)
27 amendment to the Ambulance Agreement, as amended), any fixtures,

1 equipment affixed to the Subleased Premises, or other property
2 owned by the COUNTY which is located in or is appurtenant to the
3 Building or Building Site.

4 13. Assignment and Subletting:

5 AMS shall not assign, sublease, or transfer this Sublease
6 Agreement, or any rights or obligations of AMS arising out of or
7 interest of AMS in this Sublease or the Subleased Premises without
8 the express, written consent of the COUNTY.

9 14. COUNTY's Right of Entry:

10 COUNTY, including its representatives, reserves the right to
11 enter into the Subleased Premises at any time during AMS's normal
12 business hours to protect, inspect, exercise or investigate any
13 rights of COUNTY herein reserved, provided always that the normal
14 business of AMS will not be unnecessary inconvenienced.

15 15. AMS's Right of Ingress and Egress:

16 AMS, including its employees, servants, and contractors,
17 shall use Maple Street and Hamilton Street entrances and exits to
18 the Building and Building Site as points of ingress and egress to
19 and from the Building and Building Site. AMS shall be responsible
20 for restricting the conduct of its employees, servants, and
21 contractors to the Building Site and informing them not to use any
22 other routes for access to and departure from the Building and
23 Building Site.

24 16. Independent Relationship:

25 It is understood that the relationship of the parties hereto
26 is strictly that of sublessor and sublessee. This Sublease shall
27 not be construed to create the relationship of principal-agent,

1 master-servant, employer-employee, partnership, joint-venture or
2 association between the COUNTY and AMS; neither is any party an
3 officer of the other. Each of the parties, their officers,
4 agents, and employees, in their performance of this Sublease shall
5 at all times act in an independent capacity between each other.

6 17. Remedies of the COUNTY:

7 COUNTY shall be entitled to exercise all rights and remedies
8 against AMS under this Sublease as BANC ONE is entitled to
9 exercise against the COUNTY under the Ground Lease and Master
10 Lease.

11 18. Binding Upon Successors:

12 This Sublease shall be binding upon the parties hereto,
13 including their respective successors, assigns, transferees,
14 sublessees (AMS only), and legal representatives, provided
15 however, that in the case of the successors, assigns, transferees,
16 sublessees, and legal representatives of AMS, the right of such
17 persons to succeed to the rights and/or assume the obligations of
18 AMS under this Sublease shall be subject to the express, written
19 approval of the COUNTY.

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

3 ATTEST:

4 SHARI GREENWOOD, Clerk
5 Board of Supervisors

6 BY: *Shari Greenwood*

ATTEST:

AMS:
K.W.P.H. ENTERPRISES, INC. d.b.a.
AMERICAN MEDICAL SERVICES

7 BY: *Sam Kaufman*

James Kaufman, President

8 Date: 12/03/92

9 COUNTY OF FRESNO

K.W.P.H. Enterprises, Inc.
Tax I.D.: 94-2881434

10 BY: *Doug Vagun*

11 Chairman, Board of Supervisors

12 Date: DEC 03 1992

Mailing Address:
911 Santa Fe
Fresno, CA 93721

13 APPROVED AS TO LEGAL FORM:
14 PHILLIP S. CRONIN, COUNTY COUNSEL

15 BY: *Philip S. Cronin*

16
17 APPROVED AS TO ACCOUNTING FORM:
18 GARY W. PETERSON,
AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

19 BY: *Gary W. Peterson*

20 REVIEWED AND RECOMMENDED
21 FOR APPROVAL:

REVIEWED AND RECOMMENDED
FOR APPROVAL:

22
23 BY: *George Bleth*

24 George Bleth,
Director of Health

25 BY: *Liz Dapfel*

26 Linzie Dapfel,
27 Director of Administrative
Services

28
29 Budget Unit: 5240/5210/9005/8910
30 Cost Center: 1695/1685/8360
31 Fund No: 0001/1935
32 Account No: 7876/7295/7541

1
2 FIRST AMENDMENT TO
3 SUBLEASE AND COST REIMBURSEMENT AGREEMENT
4 BETWEEN
5 THE COUNTY OF FRESNO
6 AND
7 K.W.P.H. ENTERPRISES, INC., d.b.a. AMERICAN MEDICAL SERVICES
8 FOR THE COUNTY RADIO TELECOMMUNICATIONS FACILITY AND
9 EMS COMMUNICATION CENTER
10

11 THIS FIRST AMENDMENT TO SUBLEASE AND COST REIMBURSEMENT
12 AGREEMENT (the "Sublease") entered into this 29th day of
13 June, 1993, by and between the County of Fresno, a
14 political subdivision of the State of California, as sublessor
15 (the "COUNTY"), and K.W.P.H. Enterprises, Inc., doing business as
16 American Medical Services, as sublessee ("AMS").
17

18 WITNESSETH:

19 WHEREAS, COUNTY and AMS entered into to that certain Sublease
20 on or about the 3th day of December, 1992; and
21

22 WHEREAS, COUNTY and AMS desire to amend said Sublease in
23 order to clarify the parties original intent with regard to
24 obligations of the COUNTY thereunder; and
25

26 WHEREAS, an amendment to said Sublease is necessary in order
27 to provide for said proposed revision.
28

IT IS THEREFORE AGREED by and between the parties hereto, as
follows:

1. Lines 19 through 25 of page 9 of said Sublease is deleted
and the following is inserted in its place:

"In addition to the obligations of the COUNTY set out in the
text of this Sublease, COUNTY hereby agrees to carry out each and
every one of the obligations of the COUNTY stated in the Ambulance
Agreement, as amended, as they relate to the operation of the

1 Building, the Building Site, and the COUNTY Premises. It is
2 understood that COUNTY shall not be required to provide earthquake
3 and/or flood insurance for the Building, the Building Site, and/or
4 the COUNTY Premises."

5 Except as amended herein, the Sublease shall continue with
6 the same force and effect.

7 IN WITNESS WHEREOF, the parties hereto have executed this
8 First Amendment to Sublease as of the day and year first
9 hereinabove written.

10 ATTEST:

11 SHARI GREENWOOD, Clerk
12 Board of Supervisors

13 BY: 

ATTEST:

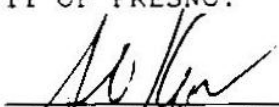
AMS:
K.W.P.H. ENTERPRISES, INC. d.b.a.
AMERICAN MEDICAL SERVICES

14 BY: 

James Kaufman, President

15 Date: 6/29/93

16 COUNTY OF FRESNO:

17 BY: 
18 Chairman, Board of Supervisors

19 Date: June 29, 1993

K.W.P.H. Enterprises, Inc.
Tax I.D.: 94-2881434

Mailing Address:
911 Santa Fe
Fresno, CA 93721

20
21 APPROVED AS TO LEGAL FORM:
22 PHILLIP S. CRONIN, COUNTY COUNSEL


23 BY: 

24 APPROVED AS TO ACCOUNTING FORM:
25 GARY W. PETERSON,
26 AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

27 BY: 

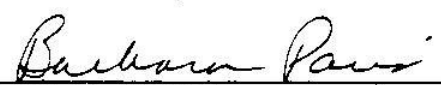
1 REVIEWED AND RECOMMENDED FOR APPROVAL:

2 BY:

3 
George Bleth,
4 Director of Health Services Agency

5 REVIEWED AND RECOMMENDED FOR APPROVAL:

6 BY:

7 
Linzie Daniel,
8 Director of Administrative Services

9
10 Budget Unit: 5240/5210/9005/8910

11 Cost Center: 1695/1685/8360

12 Fund No.: 0001/1935

13 Account No. 7876/7295/7541

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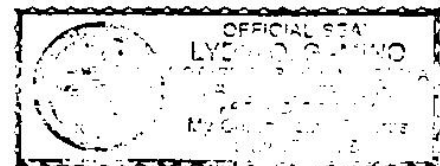
State of California)
County of Fresno)

On MAY 29 1953 before me, John C. Brown, Notary Public
officer) personally appeared STAN OREN

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

WITNESS my hand and official seal.

Signature John C. Brown (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of CALIFORNIA
County of FRESNO

On 6/29/93 before me, CAROLE A. MICHAEL NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared JAMES M. KAUFMAN
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Carol A. Michael
SIGNATURE OF NOTARY

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is entered into as of December 8, 1992, by and among BANC ONE LEASING CORPORATION, First Municipal Division, an Ohio corporation ("Lessor"), the COUNTY OF FRESNO, a political subdivision of the state of California ("Lessee") and K.W.P.H. ENTERPRISES INC., dba AMERICAN MEDICAL SERVICES ("Sublessee").

R E C I T A L S

- A. Lessor and Lessee entered into a Master Real Property Lease dated December 8, 1992.
- B. Lessee and Sublessee entered into a certain Agreement dated December 9, 1986 (as amended, the "Agreement").
- C. Pursuant to the Agreement, Lessee and Sublessee entered into a certain Sublease ("Sublease") relating to certain property described in the Lease ("Property").

NOW, THEREFORE the parties to this Agreement agree as follows:

A G R E E M E N T

- 1. All capitalized terms not specifically defined in this Agreement shall have the meaning ascribed to them in the Lease.
- 2. Pursuant Subparagraph 5(a)(xv) of the Lease, Lessee and Sublessee, and each of them hereby subordinates (hereinafter collectively referred to as "Subordinated Creditors"), to the rights of Lessor all of their rights to any proceeds deposited into the Lock Box representing payments for services rendered by either Sublessee in accordance with the Agreement or any other sublessee of the Lease ("Proceeds") at any time after Sublessee defaults in the performance

of any of its obligations to Lessee and/or commits a Major Breach (as such term is defined in the Agreement) which is not cured within the time limits provided for in the Agreement.

3. Subordinated Creditors shall not, without Lessor's prior written consent, assert, collect or enforce their rights to any proceeds, or any part thereof, or realize upon or enforce any collateral securing the proceeds; and Subordinated Creditors shall forthwith pay to Lessor any Proceeds that Subordinated Creditors receive in violation of this Agreement.

4. Neither death or bankruptcy shall effect a termination of this Agreement.

5. Notwithstanding anything else stated to the contrary in this Agreement, provided that no Event of Default, as defined in Section 13 of the Lease committed or caused by Lessee (or any occurrence that would constitute an Event of Default committed or caused by Lessee with the giving of notice or the lapse of time or both) shall have occurred and be continuing, Lessee shall not be required to subordinate to the rights of Lessor any of Lessee's rights to Proceeds if:

- a) Lessee cures any and all defaults under the Lease caused by Sublessee or any other sublessee of the Lease and performs all obligations, covenants, terms and/or conditions of the Lease required to be performed by Sublessee or any other sublessee of the Lease; or
- b) Sublessee or any other sublessee of the Lease commits or causes a Major Breach under the Agreement, and

Lessee takes over the operations of Sublessee or any other sublessee, pursuant to the Agreement, because of such Major Breach and performs all obligations, covenants, terms, and/or conditions of the Agreement required to be performed by Sublessee or any other sublessee of the Lease.

IN WITNESS WHEREOF the parties hereto have executed this Subordination Agreement as of the day and year first above written.

ATTEST:

SHARI GREENWOOD, Clerk
to the Board of Supervisors

By *Shari Greenwood*

COUNTY OF FRESNO:

By *Adrian*
Chairman,
Board of Supervisors

APPROVED AS TO LEGAL FORM:
PHILLIP CRONIN, COUNTY COUNSEL

By *Phillip Cronin*

APPROVED AS TO ACCOUNTING FORM:
GARY PETERSON, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By *Gary Peterson*

REVIEWED AND RECOMMENDED
FOR APPROVAL

By *George Bleth*
George Bleth
Director of Health

Budget Unit: 5240/5210/9005/8910
Cost Center: 1695/1685/8360
Fund No.: 0001/1935
Account No.: 7876/7295/7541

36670.1 - 061893

ATTEST:

K.W.P.H. ENTERPRISES INC. dba
AMERICAN MEDICAL SERVICES

By *James M. Kaufman*

K.W.P.H. Tax I.D.: 94-2881434
Mailing Address:
911 Santa Fe
Fresno, CA 93721

BANC ONE LEASING CORPORATION

By _____

Its _____
(title)

REVIEWED AND RECOMMENDED
FOR APPROVAL

By *Barbara Paris*
for Linzie Daniel, Director
of Administrative
Services

Lessee takes over the operations of Sublessee or any other sublessee, pursuant to the Agreement, because of such Major Breach and performs all obligations, covenants, terms, and/or conditions of the Agreement required to be performed by Sublessee or any other sublessee of the Lease.

IN WITNESS WHEREOF the parties hereto have executed this subordination Agreement as of the day and year first above written.

ATTEST:

SHARI GREENWOOD, Clerk
to the Board of Supervisors

By Linda Bolden

COUNTY OF FRESNO:

By [Signature]
Chairman,
Board of Supervisors

APPROVED AS TO LEGAL FORM:
PHILLIP CRONIN, COUNTY COUNSEL

By [Signature]

APPROVED AS TO ACCOUNTING FORM:
GARY PETERSON, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By [Signature]

REVIEWED AND RECOMMENDED
FOR APPROVAL

By [Signature]
George Bleth
Director of Health

Budget Unit: 5240/5210/9005/8910
Cost Center: 1695/1685/8360
Fund No.: 0001/1935
Account No.: 7876/7295/7541

ATTEST:

K.W.P.H. ENTERPRISES INC. dba
AMERICAN MEDICAL SERVICES

By [Signature]

K.W.P.H. Tax I.D. # 94-2881434
Mailing Address:
911 Santa Fe
Fresno, CA 93721

BANC ONE LEASING CORPORATION

By [Signature]

Its SVP
(title)

REVIEWED AND RECOMMENDED
FOR APPROVAL

By [Signature]
Linzie Daniel, Director
of Administrative
Services

EXTENSION AND AMENDMENT AGREEMENT

This Agreement ("Agreement") is entered into as of June 29, 1993, by and among BANC ONE LEASING CORPORATION, an Ohio corporation ("Lessor"), the COUNTY OF FRESNO, a political subdivision of the state of California ("Lessee"), K.W.P.H. ENTERPRISES INC., dba AMERICAN MEDICAL SERVICES ("Sublessee") and Bank of Fresno ("Escrow Agent").

R E C I T A L S

A. Lessor and Lessee entered into a Master Real Property Lease dated December 8, 1992 ("Lease").

B. Lessee and Sublessee entered into a certain Paramedic Ambulance Services Agreement dated December 9, 1986 (as amended, the "Ambulance Agreement").

C. Pursuant to the Ambulance Agreement, Lessee and Sublessee entered into a certain Sublease ("Sublease") relating to certain property described in the Lease ("Property").

D. Lessor, Lessee, Sublessee, and Escrow Agent entered into an Escrow Agreement dated as of December 8, 1992 ("Escrow Agreement").

NOW, THEREFORE the parties to this Agreement agree as follows:

A G R E E M E N T

1. All capitalized terms not specifically defined in this Agreement shall have the meaning ascribed to them in the Lease.

2. Except as herein modified, changed, amended, deleted or added, all terms and conditions of any and all contracts, agreements, documents, instruments, leases and subleases among and between the parties hereto shall remain in full force and effect.

3. Paragraph 2(b) of the Lease is hereby amended to read as follows:

"2(b). The term of the Lease shall begin on the date set forth above (the "Commencement Date") and expire on the day before the fifteenth (15th) anniversary of the earlier to occur of March 15, 1994, or the date on which the Facility (as defined in Section 3 below) is completed and accepted by Lessee pursuant to the terms and conditions of the Agreement (the "Expiration Date")."

4. The date of "September 15, 1993" in Paragraph 2(d) of the Lease is hereby changed to "March 15, 1994".

5. The date of "February 1, 1993" in Paragraph 13(a)(i) of the Lease is hereby changed to "July 1, 1993".

6. Paragraph 13(a)(ii) of the Lease is hereby amended to read as follows:

"13(a)(ii). The failure of Lessee to cause the completion of, and accept, the Facility on or before March 15, 1994."

7. The Amortization Schedule attached hereto as Exhibit "A" shall be inserted in place of and substituted for, Exhibit "B" attached to the Lease and referred into Paragraph 2(a) of the Lease. Sublessee agrees to be obligated for, and pay when due (as shown on Exhibit "A" hereto), the interest only payments ("Interest Payments") from June 25, 1993 to the earlier to occur of March 15, 1994 or the day on which the Facility (as defined in Section 3 of the Lease) is completed and accepted by Lessee pursuant to the terms and conditions of the Agreement.

8. It is agreed that refusal or failure to make such Interest Payments shall constitute an Event of Default under and/or a Major Breach of, any and all agreements, contracts, and instruments, to which Sublessee is a party, including, but not limited to, the Ambulance Agreement and Sublease.

9. The name of Lessor shall be "Banc One Leasing Corporation, an Ohio corporation" in all contracts, agreements, and instruments to which Lessor is a party, including, but not limited to the Ground Lease Agreement between Lessor and Lessee dated December 8, 1992 and the Lease, both of which are recorded concurrently herewith. This Agreement shall inure to the benefit of Lessor's successors and permitted assigns and shall be binding on and inure to the benefit of the successors and permitted assigns of each other party hereto.

10. Section 1.05 of the Escrow Agreement is hereby amended to read as follows:

"1.05. Under the Lease, Lessor is required to deposit or caused to be deposited with the Escrow Agent the sum of Nine Hundred and Sixty Thousand Dollars (\$960,000.00), which shall be credited to the Project Acquisition Fund and used to pay Project Costs (as those terms are defined below) including a portion of the Rent Payment coming due before March 15, 1994."

11. The following sentence shall be added to Section 1.06 of the Escrow Agreement:

"In accordance with the Eighth Amendment to the Ambulance Agreement, Sublessee shall pay, or cause to be paid, any and all project costs and expenses in addition to the Project Costs, including but not limited to, additional construction costs, lender's costs and fees and attorney's costs and fees."

12. The date of "September 15, 1993" set forth in Section 2.03(a)(i) of the Escrow Agreement shall be changed to "March 15, 1994".

13. Bank of Fresno, in its capacity other than as Escrow Agent, hereby expressly waives any right or interest, in or to, the Project Acquisition Fund relating to, arising out of or in any way connected with any indebtedness or obligation owed by Sublessee to Bank of Fresno including Bank of Fresno's right to setoff or to a banker's lien.

14. Section 5.01 of the Escrow Agreement is hereby amended to read as follows:

"5.01. Upon execution of this Escrow Agreement Lessee will pay to Escrow Agent the sum of Five Hundred Dollars (\$500.00) as compensation for the services to be rendered hereunder plus Twenty Dollars (\$20.00) per check issued. Escrow Agent shall not be entitled to any other or further compensation for services rendered under this Agreement.

15. In the event Lessor assigns its interest in the Lease and gives Lessee and Escrow Agent notice of such assignment pursuant to Paragraph 22 of the Lease, such assignee shall have the right to approve all disbursement requests, certificates and any and all instruments or documents required under Section 2.03 of the Escrow Agreement.

16. This Agreement shall in all respects be governed by and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance. In the event any party to this Agreement engages attorneys to enforce any provision herein, the prevailing party shall be entitled to recover reasonable attorneys fees.

17. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

SHARI GREENWOOD, Clerk
to the Board of Supervisors

By *Lynda B. B. B.*

COUNTY OF FRESNO

By *ACK*
Chairman,
Board of Supervisors

APPROVED AS TO LEGAL FORM:
PHILLIP CRONIN, COUNTY COUNSEL

By *Phillip Cronin*

APPROVED AS TO ACCOUNTING FORM:
GARY PETERSON, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By *Gary Peterson*

REVIEWED AND RECOMMENDED
FOR APPROVAL

By *George Bleth*
George Bleth
Director of Health

K.W.P.H. ENTERPRISES INC. dba
AMERICAN MEDICAL SERVICES

By _____
Its _____
(title)

K.W.P.H. Tax I.D.: 94-2881434
Mailing Address:
911 Santa Fe
Fresno, CA 93721

BANC ONE LEASING CORPORATION

By _____
Charles V. Litt
Its _____
(title)

BANK OF FRESNO

By _____
Its _____
(title)

REVIEWED AND RECOMMENDED
FOR APPROVAL

By *Barbara P. P.*
for Linzie Daniel, Director
of Administrative
Services

Budget Unit: 5240/5210/9005/8910
Cost Center: 1695/1685/8360
Fund No.: 0001/1935
Account No.: 7876/7295/7541

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

SHARI GREENWOOD, Clerk
to the Board of Supervisors

By _____

COUNTY OF FRESNO

By _____
Chairman,
Board of Supervisors

APPROVED AS TO LEGAL FORM:
PHILLIP CRONIN, COUNTY COUNSEL

By _____

APPROVED AS TO ACCOUNTING FORM:
GARY PETERSON, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By _____

REVIEWED AND RECOMMENDED
FOR APPROVAL

By _____
George Bleth
Director of Health

K.W.P.H. ENTERPRISES INC. dba
AMERICAN MEDICAL SERVICES

By James M. Kaufman
Its President
(title)

K.W.P.H. Tax I.D.: 94-2881434
Mailing Address:
911 Santa Fe
Fresno, CA 93721

BANC ONE LEASING CORPORATION

By _____
Charles V. Litt

Its _____
(title)

BANK OF FRESNO

By _____

Its _____
(title)

REVIEWED AND RECOMMENDED
FOR APPROVAL

By _____
Lizbie Daniel, Director
of Administrative
Services

Budget Unit: 5240/5210/9005/8910
Cost Center: 1695/1685/8360
Fund No.: 0001/1935
Account No.: 7876/7295/7541

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

SHARI GREENWOOD, Clerk
to the Board of Supervisors

By _____

COUNTY OF FRESNO

By _____
Chairman,
Board of Supervisors

APPROVED AS TO LEGAL FORM:
PHILLIP CRONIN, COUNTY COUNSEL

By _____

K.W.P.H. ENTERPRISES INC. dba
AMERICAN MEDICAL SERVICES

By _____
Its _____
(title)

K.W.P.H. Tax I.D.: 94-2881434
Mailing Address:
911 Santa Fe
Fresno, CA 93721

BANC ONE LEASING CORPORATION

By Charles V. Little
~~Charles V. Little~~
Its VP
(title)

APPROVED AS TO ACCOUNTING FORM:
GARY PETERSON, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By _____

BANK OF FRESNO

By _____
Its _____
(title)

REVIEWED AND RECOMMENDED
FOR APPROVAL

By _____
George Bleth
Director of Health

REVIEWED AND RECOMMENDED
FOR APPROVAL

By _____
Linzia Daniel, Director
of Administrative
Services

Budget Unit: 5240/5210/9005/8910
Cost Center: 1695/1685/8360
Fund No.: 0001/1935
Account No.: 7876/7295/7541

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

SHARI GREENWOOD, Clerk
to the Board of Supervisors

By _____

COUNTY OF FRESNO

By _____
Chairman,
Board of Supervisors

APPROVED AS TO LEGAL FORM:
PHILLIP CRONIN, COUNTY COUNSEL

By _____

APPROVED AS TO ACCOUNTING FORM:
GARY PETERSON, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By _____

REVIEWED AND RECOMMENDED
FOR APPROVAL

By _____
George Bleth
Director of Health

Budget Unit: 5240/5210/9005/8910
Cost Center: 1695/1685/8360
Fund No.: 0001/1935
Account No.: 7876/7295/7541

K.W.P.H. ENTERPRISES INC. dba
AMERICAN MEDICAL SERVICES

By _____
Its _____
(title)

K.W.P.H. Tax I.D.: 94-2881434
Mailing Address:
911 Santa Fe
Fresno, CA 93721

BANC ONE LEASING CORPORATION

By _____
Charles V. Litt

Its _____
(title)

BANK OF FRESNO

By _____

Its _____
(title)

REVIEWED AND RECOMMENDED
FOR APPROVAL

By _____
Linzle Daniel, Director
of Administrative
Services

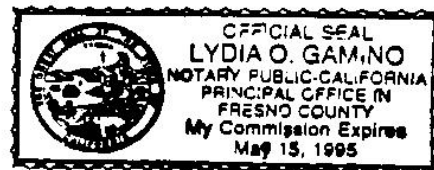
STATE OF CALIFORNIA

CITY OF FRESNO

JUNE 29, 1993 before me, LYDIA O. GAMINO, Notary Public, personally appeared STAN OKEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Lydia O. Gamino



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

NO 510C

State of California
County of Fresno

DATE 7/2/93

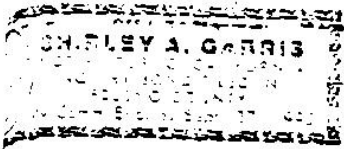
before me, Shirley Garris, Notary Public

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared James M. Kaufman

NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Shirley A. Garris
SIGNATURE OF NOTARY

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Extension and Amendment agreement

NUMBER OF PAGES 8 DATE OF DOCUMENT 7/2/93

SIGNER(S) OTHER THAN NAMED ABOVE none other

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☒ CORPORATE OFFICER(S)

President

TITLE(S)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

CERTIFICATE MUST BE ATTACHED TO DOCUMENT DESCRIBED AT RIGHT:

The data requested here is not required by law, prevent fraudulent reattachment of this form.

State of Colorado
State of California)
County of Denver)

On July 1, 1993, before me, Haren E. White, personally appeared Haren E. White, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity, and that by ~~his~~/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Haren E. White
Notary Public
my comm expires 8/25/94

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

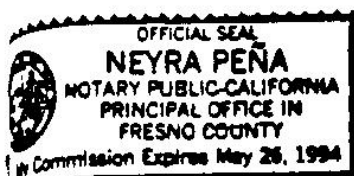
No. 5193

State of California
County of Fresno

On 7/1/93 before me, Neyra Pena
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

Personally appeared Bernie Kraus
NAME(S) OF SIGNER(S)

Personally known to me - OR - ☒ I proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and (official seal).

Neyra Pena
SIGNATURE OF NOTARY

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER(S)
Vice President TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

COPIES OF THIS INSTRUMENT MUST BE ATTACHED TO INSTRUMENT DESCRIBED AT RIGHT:

None requested here is not required by law, but fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Extension Agreement & Amendment

NUMBER OF PAGES 8 DATE OF DOCUMENT 7/1/93

SIGNER(S) OTHER THAN NAMED ABOVE none other

EXHIBIT "A"

AMORTIZATION SCHEDULE

Fresno 911 Command Center 10.90% Due 2/15/09, Par \$1,030,000.00

* Interest payment from 6/25/93 thru 7/15/93 \$6,237.22

INTEREST	PRINCIPAL	BALANCE	CASHFLOW	PT	CONCY	W/R			
9355.83	0.00	1030000.00	9355.83	9355.83
9355.83	0.00	1030000.00	9355.83	18750.64
9355.83	0.00	1030000.00	9355.83	28184.40
9355.83	0.00	1030000.00	9355.83	37637.07
9355.83	0.00	1030000.00	9355.83	47170.60
9355.83	0.00	1030000.00	9355.83	\$6722.90
9355.83	0.00	1030000.00	9355.83	66313.13
9355.83	2286.17	1027713.83	11642.00	78223.46
9355.07	2306.93	1025406.90	11642.00	90301.44
9314.11	2327.09	1023079.81	11642.00	102219.27
9293.97	2349.03	1020739.78	11642.00	114287.19
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Fresno 911 Command Center

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Page 4

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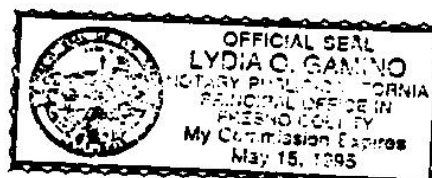
State of California)
County of FRESNO)

on JUNE 29, 1993 before me, LYDIA O. GAMINO, NOTARY PUBLIC,
officer) personally appeared STAN OKEN

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

WITNESS my hand and official seal.

Signature Lydia O. Gamino (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

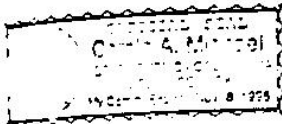
No. 5193

State of CALIFORNIA
County of FRESNO

On 03/29/93 before me, CAROLE A. MICHAEL NOTARY PUBLIC
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

Personally appeared JAMES M. KAUFMAN
NAME(S) OF SIGNER(S)

Personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Carole A. Michael
SIGNATURE OF NOTARY

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:

Though the seal requested here is not required by law,
it is a prudent precautionary attachment of this form.

OPTIONAL SECTION
TITLE OR TYPE OF DOCUMENT _____
NUMBER OF PAGES _____ DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

Colorado
state of ~~California~~
county of San Luis)

on July 8, 1993 before me, (here insert name and title of the
officer) personally appeared G. Tony Noet, Brown View President

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

WITNESS my hand and official seal.

signature G. Tony Noet (Seal)

My Commission Expires: March 13, 1996

0.000000