

AMENDMENT THREE TO COMMERCIAL LEASE

THIS THIRD AMENDMENT TO AGREEMENT (the "Third Amendment") is entered into as of the Effective Date (defined below) by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California ("COUNTY") and GHD Inc. ("Lessee")

RECITALS

A. Carlton Commercial Properties, LLC ("Carlton") and Lessee are parties to a lease dated as of October 1, 2017 (the "Original Lease"), pursuant to which Lessee leases from Carlton certain premises consisting of 2,126 rentable square feet of Laboratory and Office space and 900 rentable square feet of Garage/Storage space in the building located at 3883 Ponderosa Road, Building B, Shingle Springs, California (the "Building").

B. Carlton and Lessee executed that certain First Amendment dated October 1, 2017 (the "First Amendment"), which among other things, extended the Lease Term to March 31, 2021.

C. Carlton and Lessee executed that certain Second Amendment dated April 1, 2021 (the "Second Amendment"), which among other things, extended the Lease Term to March 31, 2024. The Original Lease as amended by the First Amendment and the Second Amendment is referred to herein as the "Lease."

D. Carlton and COUNTY entered into that certain Agreement of Purchase and Sale and Initial Escrow Instructions dated as of January 26, 2023 ("PSA") whereby Carlton has agreed to sell to COUNTY the Building. The PSA obligates Carlton to assign to COUNTY the Lease in accordance with the Assignment of Leases Agreement ("Assignment"). The Assignment is attached hereto and incorporated herein by reference as Exhibit B.

E. COUNTY and Lessee desire to further amend the Lease to provide for: (i) the rentable square footage of Lessee's Premises, (ii) the modification of monthly Base Rent payable under the Lease, and (iii) certain other Lease modifications, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, the COUNTY and Lessee hereto agree to amend the terms of the Lease in this Third Amendment on the following terms and conditions:

I. The "Effective Date" of this Third Amendment shall be the same as the effective date of the Assignment. Upon the Effective Date, all references to Lessor throughout the Lease shall mean COUNTY.

II. Section 1, Description of Premises, of the Lease is hereby deleted and replaced in its entirety with the following:

1. Description of Premises.

Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor a portion of the property commonly known as 3883 Ponderosa Road, Building B, Shingle Springs, California, consisting of 2,126 rentable square feet of Laboratory and Office space and zero rentable square feet of Garage/Storage space, as further described on Amended Exhibit A, attached hereto and incorporated herein by reference (the "Premises"). Lessee shall remove any and all of its personal property from the area of the Building not included within the Premises by April 1, 2023.

II. Section 4, Base Rent, of the Lease, is amended as follows:

A. Subsection 4.1 (and Section 2 of the Second Amendment) are hereby amended so that Rent due for Months 25-36 of the Extension Term (for the period from 4/1/2023-3/31/2024) is as follows:

Month of Terms	Building B	Monthly Base Rent Per Square Foot	Monthly Rent
25-36 (4/1/2023 – 3/31/2024)	Laboratory and Office	\$2.06 per sq. ft.	\$4,379.56
	Garage Space	\$0.00 per sq. ft.	\$0,000.00
	Total Monthly Rent		\$4,379.56

B. To update the rental payment address, the first sentence of subsection 4.2 of the Lease is amended and replaced with the following:

4.2 The rent shall be paid to Lessor, without deduction or offset in lawful money of the United States of America, which shall be legal tender at the time of payment, by mail to The County of El Dorado, 3000 Fairlane Court, Suite One, Placerville, CA 95667 or at any address as the Lessor may from time to time designate in writing.

C. Section 4.3 of the Lease is hereby deleted and replaced in its entirety with the following:

MODIFIED GROSS LEASE. Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with its Proportionate Share (as defined below) of all- risk insurance. If any such services are not separately metered to Lessee, Lessee shall pay a proportionate share equal to 43% (its "Proportionate Share") of all charges jointly metered with other premises that form a part of the Building, which is 4,951 square feet.

III. Subsection 10.1, under Insurance, Lessor to be Held Harmless, of the Lease is hereby deleted and replaced in its entirety with the following:

10. Indemnity; Insurance:

10.1 Indemnity

Lessee, as a material part of the consideration to be rendered to the Lessor, shall indemnify, and fund the defense of Lessor from any claim for damage by reason of injury to any employee, officer, agent, volunteer, and invitee of Lessor, while upon or in any way connected with the leased Premises, unless

such claim for damage is the result of the negligence or willful misconduct of Lessor, or its officers, employees, or contractors.

10.2 Insurance

A. Lessee shall maintain in full force and effect at all times during the term of the Lease, at Lessee's expense, a policy of insurance satisfactory to Lessor's Risk Management Division and documentation evidencing that Lessee maintains insurance that meets the following requirements:

1. Commercial General Liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
2. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Lessee as required by law in the State of California.
3. Automobile Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Lessee in the performance of the Lease.
4. Property Insurance. All risk coverage of property owned by Lessee or for which Lessee is legally liable; replacement cost basis, covering no less than 100% of all values; vandalism and malicious mischief coverage to be included.
5. One year business interruption insurance coverage to cover total or partial loss of the use of the Premises due to insured peril.

B. The insurance will be issued by an insurance company authorized to do business in the State of California.

C. Lessee shall furnish a certificate of insurance to Lessor's Risk Management Division as evidence that the insurance required above is being maintained. Lessee agrees that: 1) the insurance will not be cancelled except after ten (10) days prior written notice to Lessor; and 2) Lessor is included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Lease are concerned. This provision shall apply to the general liability policy.

IV. Section 12, Taxes, of the Lease is hereby deleted and replaced in its entirety with the following:

12. Taxes and Assessments. Lessee shall be responsible for payment, prior to delinquency, of all taxes, assessments, license fees, and other charges, including, but not limited to, possessory interest taxes that are levied and/or assessed against Lessee's personal property or improvements installed or located in or on the Property or on Lessee's interest in the Property and that become payable during the term of this Lease. Pursuant to the provisions of the California Revenue and Taxation Code Section 107.6, Lessee acknowledges that Lessee's interest in the Property which is created by this Lease may be assessed a possessory interest tax.

V. **Section 50, Other Available Lessor Buildings**, of the Lease is deleted in its entirety.

VI. **The following Sections are added to the Lease as follows:**

Section 53. Counterpart. The Lease, including amendments, may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 54. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Lease, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

Section 55. Lessor Notices. All notices required to be sent to Lessor under the Lease must be sent electronically to the following email address, with a physical copy delivered to the subsequent mailing address:

Via Email: Charles.Harrell@edcgov.us

Attn: Charles Harrell

Phone: 530-621-5890

Physical Copy:

THE COUNTY OF EL DORADO, a political subdivision of the State of California

Address: 3000 Fairlane Court, Suite One

Placerville, CA 95667

Section 56. Contract Administrator. The COUNTY officer or employee with responsibility for administering this Lease is Charles Harrell, Facilities Manager, Chief Administrative Office, or successor.

VII. Except as herein amended, all other parts and sections of the Lease, including, without limitation, Lessee's option to extend the term of the Lease on the same terms and conditions, for an additional three (3) years, as set forth in Section 1 of the Second Amendment, shall remain unchanged and in full force and effect.

Signatures on the following page.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Lease on the dates indicated below:

LESSOR:

COUNTY OF EL DORADO,
a political subdivision of the State of California

By: Wendy Thomas
Wendy Thomas
Chair, Board of Supervisors

Dated: 3/21/23

LESSEE:

GHD INC.

By: Natalie Wilson
Natalie Wilson
Title: North American Real Estate Leader

ATTEST:

Kim Dawson
Clerk of the Board

Thyle Thyle
Deputy Clerk

GHD Inc. AMENDED EXHIBIT A
LESSEE'S PREMISES

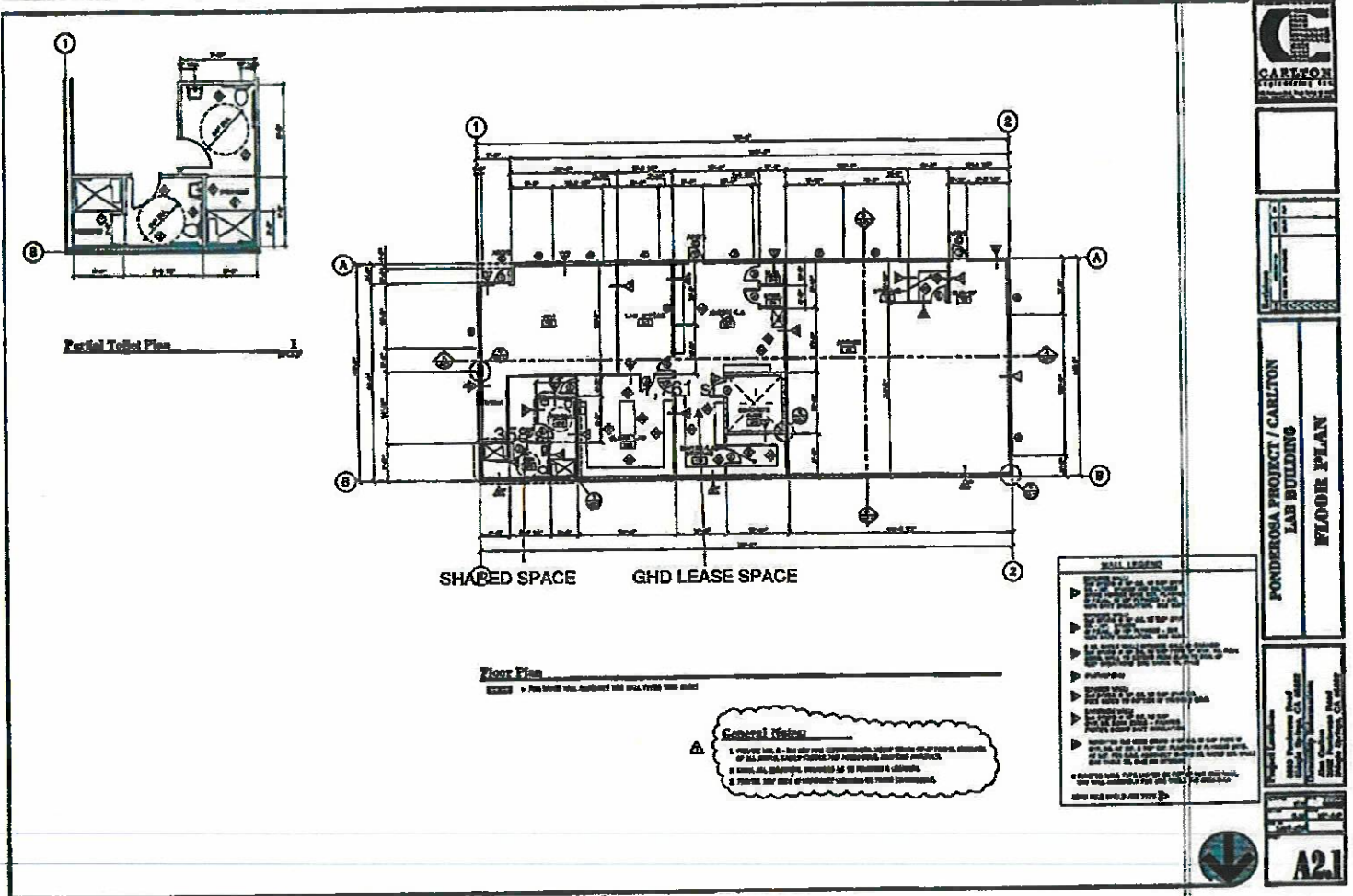


EXHIBIT B

ASSIGNMENT OF LEASES
[form]

THIS ASSIGNMENT OF LEASES ("Assignment") is deemed made and entered into as of the Effective Date (defined below) by and between **CARLTON COMMERCIAL PROPERTIES, LLC** ("Assignor"), and **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Assignee").

RECITALS:

- A. Assignor and Assignee entered into that certain Agreement of Purchase and Sale and Initial Escrow Instructions dated as of January 24th, 2023 ("Agreement"), whereby Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain Property located in El Dorado County, California, as more fully described in the Agreement. Capitalized terms defined in the Agreement shall have the same meaning in this Assignment.
- B. The Agreement obligates Assignor to assign, to the extent assignable, to Assignee the Leases related to the Property as described in Schedule 1 attached hereto.
- C. By Grant Deed to be recorded in the Official Records El Dorado County, California, Assignor will convey the Property to Assignee. The "Effective Date" of this Assignment shall be the date of recording of said Grant Deed.

AGREEMENT:

NOW, THEREFORE, in consideration of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Acceptance.
 - a. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all right, title and interest of Assignor, as landlord or otherwise, in the Leases.
 - b. Assignee hereby accepts and agrees to perform all of the terms, covenants and conditions of the Leases on the part of the landlord therein required to be performed from and after the Close of Escrow, as defined in the Agreement (but not prior thereto, which shall remain the obligation and responsibilities of Assignor), including, but not limited to, the obligation to repay in accordance with the terms of the Leases to the Tenants thereunder security and other deposits, but only to the extent such deposits have been delivered or otherwise credited or transferred to Assignee.
2. Assignor's Representations and Warranties. Assignor warrants and represents to Assignee that:

- a. Assignor has not executed or otherwise entered into any other leases, tenancies, rental agreements, occupancy agreements or other agreements with respect to rights affecting possession of the Property or any portion thereof; and that there are no such agreements executed or otherwise entered into by any third party.
 - b. The Leases are in full force and effect and there is no default with respect thereto on the part of Assignor as landlord, and, to the best knowledge of Assignor, on the part of the Tenants, and there exists no condition that with the passage of time or the giving of notice or both would constitute such a default by Assignor, or, to the best knowledge of Assignor, would constitute such a default by the Tenants.
3. Governing Law. This Assignment and all other instruments referred to herein shall be governed by, and shall be construed in accordance with, the laws of the State of California.
 4. Successors and Assigns. This Assignment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.
 5. Survival. The terms and conditions of this Assignment shall survive the Close of Escrow.
 6. Indemnification. Assignee agrees to indemnify, defend (with counsel satisfactory to Assignor) and hold Assignor, its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against any and all litigation, loss cost, damage, claim, demand, expense or liability whatsoever (including without limitation), reasonable attorneys' fees, charges and costs) (collectively, "Damages") incurred by Assignor as a result of any claim arising under any of the Leases and based upon events occurring after the Close of Escrow. Assignor agrees to indemnify, defend (with counsel satisfactory to Assignee) and hold Assignee, its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against any and all Damages incurred by Assignee as a result of any claim arising under any of the Leases and based upon events occurring before the Close of Escrow.
 7. Counterparts. This document may be executed in any number of counterparts, each of which shall be effective only upon delivery, including delivery by facsimile, Portable Document Format (pdf) email transmission and/or any electronic signature transmission format, and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this document may be detached from any counterpart of this document without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this document identical in form hereto but having attached to it one or more additional signature pages. Signatures transmitted via facsimile, e-mail and/or by any electronic signature format as defined under the US Federal ESIGN Act (ex. DocuSign, HelloSign, Adobe Sign, and the like) shall be considered original, authentic and binding, and each party waives

the right to assert that such copies fail to comply with the Best/Secondary Evidence Rule in any legal forum.

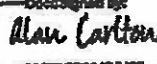
- 8. Covenants of Further Assurances. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the dates set forth below.

ASSIGNEE:

ASSIGNOR:

COUNTY OF EL DORADO,
a political subdivision of the State of
California

DocuSigned by:

 6230ACE607B5425
 12/14/2022

By: Wendy Thomas
 Wendy Thomas
 Chair, Board of Supervisors

Dated: 3/21/23

ATTEST:

Kim Dawson
Clerk of the Board

Kyle Kuperos
 Deputy Clerk
 Kyle Kuperos

Recording Requested By & When Recorded
Mail To:
Board of Supervisors
El Dorado County
330 Fair Lane
Placerville, CA 95667

Exempt from Documentary Tax Transfer
Per Revenue and Taxation Code 11922
Exempt from Recording Fees per Government
Code Section 27383

APN: 070-270-031

For County Recorder's Use Only

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated March 20, 2023 from CARLTON COMMERCIAL PROPERTIES, LLC, to COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the County of El Dorado Board of Supervisors, and the Grantee consents to the recordation thereof by its duly authorized officer.

COUNTY OF EL DORADO

By: Wendy Thomas
Wendy Thomas, Chair
Board of Supervisors

Date: 3-21-23

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kuperus
Deputy Clerk
Kyle Kuperus