

WFC CAMERON PARK LLC

SECOND AMENDMENT TO LEASE #5984

THIS SECOND AMENDMENT to Lease #5984 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Lessee"), and WFC Cameron Park LLC, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 10877 Wilshire Boulevard, Suite 1105, Los Angeles, California 90024 (hereinafter referred to as "Lessor");

RECITALS

WHEREAS, Lessor has been engaged by Lessee to lease Premises to the Sheriff's Office for the operation of a substation, pursuant to Lease #5984, dated January 25, 2022, and First Amendment to Lease #5984, dated November 7, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Lease");

WHEREAS, Lessee wishes to extend the Lease term by three (3) years, amending **SECTION 1.5, Term**;

WHEREAS, the parties hereto desire to include the monthly rent details for the three (3) year term extension from February 1, 2024 through January 31, 2027, amending **SECTION 1.6, Rent**;

WHEREAS, the parties hereto desire to add **Exhibit D, "California Levine Act Statement"** to the Lease, amending **SECTION 1.10, Exhibits**;

WHEREAS, the parties hereto desire to include the specific monthly rent for the first, second, and third year of the Lease term extension, amending **SECTION 3.2, RENT**;

WHEREAS, the parties hereto desire to amend the Lease to update Lessee's Lease Administrator, amending **SECTION 41, LEASE ADMINISTRATION**;

WHEREAS, the parties hereto desire to add new Sections to include updated Lease provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Lessee and Lessor, mutually agree to amend the terms of the Lease in this Second Amendment to Lease #5984 on the following terms and conditions:

I. SECTION 1.5, Term, of the Lease is amended in its entirety to read as follows:

1.5	<u>Term:</u>	<p><u>Term:</u> Sixty (60) months from Commencement Date, as amended.</p> <p>Commencement Date: The Commencement Date shall mean the first day of the month following the date the Agreement has been approved by the Board of Supervisors' and signed by all parties.</p> <p><u>Options to Extend:</u> None</p>
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II. SECTION 1.6, Rent, of the Lease is amended in its entirety to read as follows:

1.6	<u>Rent:</u>	<p>Monthly Rent \$1,500 for the term of February 1, 2022 through January 31, 2024</p> <p>Monthly Rent \$2,500 for the term of February 1, 2024 through January 31, 2025</p> <p>Monthly rent will increase by \$125 at the end of each twelve-month term beginning February 1, 2025 through the remaining term of this Lease (see <u>Section 3</u> – Rent for complete schedule).</p>
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III. SECTION 1.10, Exhibits, of the Lease is amended in its entirety to read as follows:

1.10	<u>Exhibits:</u>	<p>The following Exhibits are attached to this Lease and incorporated herein by this reference:</p> <ul style="list-style-type: none"> • Exhibit "A" marked "Floor Plan" • Exhibit "B" marked "Sheriff's Sign" • Exhibit "C" marked "Illuminated Wall Letters" • Exhibit "D" marked "California Levine Act Statement"
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IV. SECTION 3: RENT, subsection 3.2, of the Lease is amended in its entirety to read as follows:

3.2

Period	Monthly Amount	Price per sq. ft.
First Two (2) Years	\$1,500	\$1.1372
Third Year	\$2,500	\$1.8954
Fourth Year	\$2,625	\$1.9901
Fifth Year	\$2,750	\$2.0849

V. **SECTION 41, LEASE ADMINISTRATION**, of the Lease is amended in its entirety to read as follows:

SECTION 41: LEASE ADMINISTRATION. The Lessee's Officer or employee with responsibility for administering this Lease is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

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

SECTION 43: ELECTRONIC SIGNATURES. Lessor and Lessee agree that the electronic signatures, whether digital or encrypted, of the parties included in this, 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 44: LEVINE ACT. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Lessor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Lessor, if any, to any officer of Lessee.

Except as herein amended, all other parts and sections of Lease #5984 shall remain unchanged and in full force and effect.

DEPARTMENT HEAD CONCURRENCE

By  _____
Name: Jeff Leikauf

Title: Sheriff, Coroner, Public Administrator

Dated: 9/18/23

LEASE ADMINISTRATOR

By _____

Dated: _____

Name: Charles Harrell
Title: Facilities Division Manager

I N V I T E S WHEREOF, the parties hereto have executed this Second Amendment to Lease #5984 on the dates indicated below.

--LESSEE: COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"Lessee"

--LESSOR: WFC CAMERON PARK LLC--

By: Westwood Financial Corporation, Manager

By: Docu Signed by:
Mark Bratt

Dated: 9/11/2023

Mark Bratt
Chief Executive Officer
"Lessor"

WFC Cameron Park LLC

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Lessor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

 YES ✓ NO

If yes, please identify the person(s) by name:

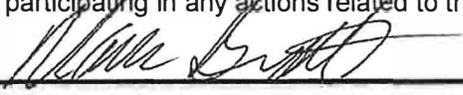
Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

 YES ✓ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

8/28/23
Date


Signature of authorized individual

WESTWOOD
Type or write name of company
FINANCIAL

MARK BRATT
Type or write name of authorized individual