

EDH Waterfront, LLC

SIXTH AMENDMENT TO LEASE AGREEMENT #198-L1011

THIS SIXTH AMENDMENT to that Lease Agreement #198-L1011 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 EDH Waterfront, LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 4364 Town Center Boulevard, Suite 212, El Dorado Hills, California 95762 (hereinafter referred to as "Lessor");

RECITALS

WHEREAS, Lessee and Lessor entered into Lease Agreement #198-L1011 dated May 15, 2010; the First Amendment dated April 23, 2013; the Second Amendment dated April 29, 2014; the Third Amendment dated March 24, 2015; the Fourth Amendment dated April 11, 2017; and the Fifth Amendment dated August 28, 2018 (hereinafter referred to as "Lease") for that certain real property known as 4355 Town Center Boulevard, Suite 113, El Dorado Hills, California that is incorporated herein and made a part hereof by this reference;

WHEREAS, the parties hereto desire to amend the Lease to extend the expiration date of April 30, 2019 for three (3) additional years, amending **2. Term**;

WHEREAS, the parties hereto desire to amend the Lease to increase the monthly amount of the Lease payment for the extended term of the Lease, amending **3. Payment**;

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 Sixth Amendment as follows:

- I. **2. Term**, of the Lease is hereby amended to extend the term of said Lease for an additional three (3) year period. The new expiration date shall be April 30, 2022; subject however, to earlier termination as hereinafter provided in paragraph 19.
- II. **3. Payment**, of the Lease is amended to read as follows:

Effective May 1, 2019 Lessee agrees to pay Lessor as rent the sum of Zero Dollars (\$0.00) per month , plus a flat rate of \$2,083.33 per month for operating expenses for the term of May 1, 2019 through April 30, 2020. Effective May 1, 2020, Lessee agrees to pay as rent the sum of Zero Dollars (\$0.00) per month, plus a flat rate of \$1,250.00 per month for operating expenses for the term of May 1, 2020 through April 30, 2021. Effective May 1, 2021, Lessee agrees to pay Lessor as rent the sum of Zero Dollars (\$0.00) per month, plus a flat rate of

\$1,287.50 per month for operating expenses for the term of May 1, 2021 through April 30, 2022. Expense reimbursements will be paid to the order of EDH Waterfront, LLC, c/o Athena Property Management, 4364 Town Center Boulevard, Suite 212, El Dorado Hills, California 95762.

Except as herein amended, all other parts and sections of Lease Agreement #198-L1011 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Lease #198-L1011 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"Lessee"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- EDH WATERFRONT, LLC --

By: _____

Dated: _____

Anthony Mansour
The Sole Member of EDH Waterfront, LLC
"Lessor"