

Anderio LLC

THIRD AMENDMENT TO LEASE #298-L1411

THIS THIRD AMENDMENT to that Lease #298-L1411 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 Anderio LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 5561 El Monte Avenue, Temple City, California 91780 (hereinafter referred to as "Lessor").

R E C I T A L S

WHEREAS, on March 11, 2014, a lease was entered into between Lessee and Lessor for that certain property known as approximately seven thousand four hundred forty-four (7,444) rentable square feet of improved office space (the "Premises") in the building located at 1900 Lake Tahoe Boulevard, South Lake Tahoe, California (the "Property") for the El Dorado County Mental Health Facility, pursuant to Lease #298-L1411, dated March 11, 2014, Amendment I to Lease #298-L1411 dated April 28, 2015, and Amendment II to Lease #298-L1411 dated April 28, 2015, incorporated herein and made by reference a part hereof (hereinafter referred to as "Lease");

WHEREAS, the parties hereto desire to amend the Lease to update **SECTION I: BASIC LEASE PROVISIONS** to exercise the first of two (2) options to extend the Lease term for an additional five (5) years, amend **SECTION 1.5: TERM, adding Exhibit D, COMMENCEMENT DATE**, to mark commencement date as set forth in September 8, 2014 letter between Russell Fackrell and Celes Buck, amend **SECTION 1.6: RENT**, and update **SECTION 1.10: DEFINITIONS**, and **SECTION 1.11: EXHIBITS**;

WHEREAS, the parties hereto desire to amend the Lease to update Lessee's rent payment to be increased annually by two and one-half percent (2.5%), amending **SECTION 3, RENT, SUBSECTION 3.2**;

WHEREAS, the parties hereto desire to fully-replace specific Sections and add new Sections to include updated contract provisions, adding **EXHIBIT E, California Levine Act Statement**; and

WHEREAS, Lessee's former real estate brokerage, Newmark Knight Frank of Roseville, California (formerly known as Cornish & Carey Commercial) is no longer representing Lessee, who is now represented by Turton Commercial Real Estate, Sacramento, California;

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 Third Amendment to Lease #298-L1411 on the following terms and conditions:

I. **EFFECTIVENESS**. The foregoing Recitals are incorporated herein as though set forth in full in this space. This Third Amendment shall be effective on September 5, 2024, when duly executed by the parties, including, without limitation, the express approval of Lessee’s Board of Supervisors, as required by Section 4 of the Lease (the “Third Amendment Effective Date”). Each of the persons signing this Third Amendment to Lease #298-L1411 on behalf of a business entity, trust, government entity, or political subdivision represents and warrants to the other party that he or she is duly authorized and empowered to enter into this Third Amendment on behalf of the business entity, trust, government entity, or political subdivision he or she represents, such warranty to survive the execution of this Third Amendment.

II. **SECTION I: BASIC LEASE PROVISIONS, SECTION 1.5: Term, SECTION 1.6: Rent, 1.10: Definitions, and SECTION 1.11: Exhibits** of the Lease are amended in their entirety to read as follows as of the Third Amendment Effective Date:

SECTION 1.5: TERM.

This amendment shall become effective when fully executed by both parties and shall cover the period of September 5, 2024, through September 4, 2029.

<p>1.5</p>	<p><u>Term:</u></p>	<p>For the purposes hereof, for the period beginning with the effective date of this Lease and continuing until the day before the effective date of this Third Amendment to the Lease, term shall be in accordance with the following:</p> <p>One hundred twenty (120) months from Commencement Date, plus any partial month running from the Commencement Date to the first day of the next succeeding month.</p> <p><u>Commencement Date:</u> The date of Lessor's delivery of the Premises to Lessee with the Tenant Improvements Substantially Completed, which date is anticipated to be May 1st, 2014 (the "Anticipated Commencement Date") or sooner.</p> <p><u>Option to Extend:</u> Two (2) 5-year options, as more specifically described in Section 4.</p> <p>For the period beginning with the effective date of this Third Amendment to the Lease and continuing through the remaining Term of the Lease, the Term shall be in accordance with the following:</p> <p>One hundred eighty (180) months from Commencement Date, plus any partial month running from the Commencement Date to the first day of the next succeeding month.</p>
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		<p><u>Commencement Date:</u> Actual Commencement Date: September 5, 2014. The "Commencement Date" is September 5, 2014, as set forth in Russell Fackrell's September 8, 2014 letter to Celes Buck marked Exhibit D, Commencement Letter.</p> <p><u>Option to Extend:</u> Lessee is exercising the first of two (2) Options to extend in accordance with Section 4, Options to Extend. Lessee is entitled to one (1) remaining five (5) year Option to extend.</p>
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SECTION 1.6: RENT.

<p>1.6</p>	<p><u>Rent:</u></p>	<p>For the purposes hereof, for the period beginning with the effective date of this Lease and continuing until the day before the Third Amendment Effective Date, Rent shall be in accordance with the following:</p> <table border="0" data-bbox="505 787 1385 861"> <tr> <td>Monthly Rent</td> <td>Monthly PSF Rent, Modified Gross</td> </tr> <tr> <td>\$10,421.60</td> <td>\$1.40</td> </tr> </table> <p>Rent shall increase by two and one-half percent (2.5%) from the expiring Rent per rentable square foot on an annual basis during the Term. Rent increases shall be effective on the first day of the month following completion of twelve (12) consecutive month period during the Lease term (the "Rental Increase Date"). For example, if the actual Commencement Date is January 15, 2014, the first Rental Increase Date would be February 1, 2015, and each subsequent Rental Increase Date would be February 1 of each subsequent year. As more fully described in section 3.2, Rent shall be abated for months 1, 2, 24, 36, and 48.</p> <p>For the period beginning with the Third Amendment Effective Date and continuing through the remaining Term of the Lease, Rent shall be in accordance with the following:</p> <p>September 5, 2024, through September 4, 2025, Monthly Rent \$13,340.53</p> <p>Rent shall increase upon each anniversary of the Lease by two and one-half percent (2.5%) from the expiring Rent through the remaining Term of the Lease. This Rent adjustment process described herein shall not change for the remaining Term of the Lease unless otherwise specified in a written amendment.</p>	Monthly Rent	Monthly PSF Rent, Modified Gross	\$10,421.60	\$1.40
Monthly Rent	Monthly PSF Rent, Modified Gross					
\$10,421.60	\$1.40					

SECTION 1.10: DEFINITIONS.

<p>1.10</p>	<p><u>Definitions:</u></p>	<p>All capitalized terms used in the Lease shall have the meanings specified in this Section I or in Section 40.</p>
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SECTION 1.11: EXHIBITS.

1.11	<u>Exhibits:</u>	The following Exhibits are attached to this Lease and incorporated herein by this reference:	
	Exhibit A:	Premises	
	Exhibit B:	Tenant Improvements	
	Exhibit B-1:	Demolition and Construction / Space Plan from LJ2 Interiors dated Friday, January 24 th , 2014; Approved Construction Plan	
	Exhibit C:	Termination Penalty Schedule	
	Exhibit D:	Commencement Letter: Russell Fackrell's September 8, 2014 letter to Celes Buck	
	Exhibit E:	California Levine Act Statement	

III. SECTION 3: RENT, SUBSECTION 3.2 of the Lease is amended in its entirety to read as follows:

3.2 For the purposes hereof, for the period beginning with the effective date of this Lease and continuing until the day before the Third Amendment Effective Date, Rent shall be in accordance with the following:

Rent shall be paid in accordance with the monthly rent schedule specified below. No Rent shall be due for months one (1), two (2), twenty-four (24), thirty-six (36), and forty-eight (48). If the occupancy date occurs on a day other than the first day of a month, the Rent shall be prorated on the basis of a thirty (30) day month.

Month 1 and 2:	\$0.00
Month 3 through 12:	\$10,421.60
Month 13 through 23:	\$10,682.14
Month 24:	\$0.00
Month 25 through 35:	\$10,949.19
Month 36:	\$0.00
Month 37 through 47:	\$11,222.92
Month 48:	\$0.00
Month 49 through 60:	\$11,503.50
Month 61 through 72:	\$11,791.08
Month 73 through 84:	\$12,085.86
Month 85 through 96:	\$12,388.01
Month 97 through 108:	\$12,697.71
Month 109 through 120:	\$13,015.15

For the period beginning with the Third Amendment Effective Date and continuing through the remaining Term of the Lease, Rent shall be in accordance with the following:

Rent shall be paid in advance on or before the first day of each calendar month. If the Commencement Date is a day other than the first day of a month, then the first and last monthly installment of Lessee's monthly installment of Rent shall be prorated on the basis of a thirty (30) day month.

Monthly Rent through Month 120: (9/04/2024)	\$13,015.15
Option 1 Rent Months 121-132:	\$13,340.53
Option 1 Rent Months 133-144:	\$13,674.04
Option 1 Rent Months 145-156:	\$14,015.89
Option 1 Rent Months 157-168:	\$14,366.29
Option 1 Rent Months 169-180:	\$14,725.45

Rent shall increase upon each anniversary of the Lease by and two and one-half percent (2.5%) from the expiring Rent through the remaining Term of the Lease. This Rent adjustment process described herein shall not change for the remaining Term of the Lease unless otherwise specified in a written amendment.

IV. The following Sections of the Lease are fully replaced in their entirety to read as follows:

SECTION 4: OPTIONS TO EXTEND-LAST PARAGRAPH ONLY

In the event Lessee exercises its Option(s), Lessor shall pay Turton Commercial Real Estate a leasing commission equal to two and one-half percent (2.5%) of the gross rent for the option term(s). This commission shall be due and payable in equal installments, one third (1/3) upon execution of this Third Amendment, one third (1/3) after one hundred twenty (120) days of execution of this Third Amendment, and one-third (1/3) after three hundred (300) days of execution of this Third Amendment.

SECTION 23: BROKERS.

Both Lessor and Lessee acknowledge that Turton Commercial Real Estate ("Lessee's Broker") represents Lessee in this transaction and that all brokerage fees in this transaction shall be the obligation of Lessor. Lessee's Broker shall be paid a commission equal to two and one-half percent (2.5%) of the gross Rent for the option term(s). This commission shall be due and payable in equal installments, one third (1/3) upon execution of this Third Amendment, one third (1/3) after one hundred twenty (120) days of execution of this Third Amendment, and one-third (1/3) after three hundred (300) days of execution of this Third Amendment.

If Lessor fails to pay the commission due to Lessee's Broker when such commission is due and payable, following a fifteen (15) day written notice and cure period from Lessee's Broker to Lessor, Lessee may pay the commission due to Lessee's Broker that Lessor failed to pay, in which event Lessee shall be entitled to reimbursement of any payments made by Lessee or a rent credit equal to the commission thus paid by Lessee, plus ten percent (10%) annual interest, which shall be applied against the first installments of Rent due under the Lease until the obligation is fully satisfied.

Newmark Knight Frank of Roseville, California (formerly known as Cornish & Carey Commercial) hereby irrevocably waives any right to the foregoing commission.

SECTION 39: LEASE ADMINISTRATION.

The County Officer or employee with responsibility for administering this Lease is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

V. The following Sections of the Lease are hereby added to read as follows:

SECTION 41: CONFLICT OF INTEREST.

The parties to this Lease have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Lessor and performing work for Lessee and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with Lessee's Conflict of Interest Code. Lessee's Contract Administrator shall at the time this Lease is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Lease are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Lessor covenants that during the term of this Lease neither it, or any officer or employee of Lessor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Lease.
2. Any other entities connected with, or directly affected by, the services to be performed by this Lease.
3. Any officer or employee of Lessee that are involved in this Lease.

If Lessor becomes aware of a conflict of interest related to this Lease, Lessor shall promptly notify Lessee of the existence of that conflict, and Lessee may, in its sole discretion, give not less than ninety (90) calendar days' written notice to cure to Lessor, and if Lessor fails to timely cure, then Lessee may terminate the Lease upon not less than ninety (90) days' advance notice by giving written notice of termination specified in **SECTION 15: TERMINATION.**

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Lessor shall complete and sign the attached Exhibit E, 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.

SECTION 42: 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.

Except as herein amended, all other parts and sections of Lease #298-L1411 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lease #298-L1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

-- ANDERIO LLC --

By: *Natalia Chandra* Dated: 05/02/2024
Natalia Chandra (May 2, 2024 15:04 PDT)

Natalia Chandra
Manager
"Lessor"

**-- TURTON COMMERCIAL REAL ESTATE --
(As to Item IV-Sections 4 and 23 (Brokers) Only)**

By: *KJ* Dated: 05/02/2024
Kenneth J Turton (May 2, 2024 15:07 PDT)

Lessee's Broker

**-- NEWMARK KNIGHT FRANK --
(As to Item IV-Sections 4 and 23 (Brokers) Only)**

By: *Chris Lemmon* Dated: 05/08/2024
Chris Lemmon (May 8, 2024 10:42 PDT)

Anderio LLC
Exhibit D
Commencement Date Letter



The County of El Dorado

Chief Administrative Office
Terri Daly, Chief Administrative Officer

Facilities Division

Phone (530)621-5890 Fax (530)295-2524

September 8, 2014

Celes E. Buck
79 E Daily Drive #283
Camarillo, CA 93010

Re: Lease #298-L1411 HHSA, 1900 Lake Tahoe Blvd, South Lake Tahoe, CA

Dear Ms. Buck,

Thank you for all of the hard work and the wonderful building you have provided to the County. The Department has officially moved into the building effective September 5, 2014. This shall be considered the "Commencement Date" per section 1.5 of the lease. Per Section 3.2 of the lease agreement, the first rent payment will be due on November 5, 2014 and will be prorated on the basis of a 30 day month.

The reimbursement for the overage of the Sonitrol Security system installation \$20,489 (\$35,377-\$14,888) will be amortized and paid over the 120 month initial term of the lease at the rate of \$170.75 per month.

If you have any questions, please contact Angelo Troquato at 530-621-5919. We look forward to a long working relationship.

Sincerely,



Russell Fackrell,
Facilities Manager, El Dorado County

CC: Scott Kingston
Peggy Eichhorn

3000 Fairlane Court, Suite One
Placerville, CA 95667

Anderio LLC

Exhibit E

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 accepts, solicits, or directs 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 disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (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 contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution 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(s) 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.

05/02/2024

Date

Natalia Chandra
Natalia Chandra (May 2, 2024 15:04 PDT)

Signature of authorized individual

Anderio LLC

Type or write name of company

Natalia Chandra

Type or write name of authorized individual

Anderio LLC

Exhibit E

California Levine Act Statement

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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(s) 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.

05/08/2024

Date

Kenneth J Turton
Kenneth J Turton (May 8, 2024 13:57 PDT)

Signature of authorized individual

Turton Commercial Real Estate

Type or write name of company

Kenneth J Turton

Type or write name of authorized individual

Anderio LLC

Exhibit E

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YES NO

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

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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.

05/08/2024

Date

Chris Lemmon
Chris Lemmon (May 8, 2024 16:27 PDT)

Signature of authorized individual

Newmark Knight Frank

Type or write name of company

Chris Lemmon

Type or write name of authorized individual