

EDH Waterfront, LLC

SEVENTH AMENDMENT TO LEASE AGREEMENT #198-L1011

THIS SEVENTH 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 310, 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; the Fifth Amendment dated August 28, 2018; and the Sixth Amendment dated April 2, 2019 (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 Town Center Management Group notified Lessee on July 31, 2020 of its intent to change property management groups;

WHEREAS, the parties hereto desire to amend the Lease to update the management company and to add language allowing the Lessor to change its management company in the future without requiring a lease amendment by notifying County in writing, hereby amending Section 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 Seventh Amendment as follows:

I. Section 3. Payment, the last sentence in Section 3 is hereby amended to read as follows:

Effective August 1, 2020 operating expense reimbursements will be paid to EDH Waterfront, LLC, c/o Town Center Management Group, 4364 Town Center Boulevard Suite #310, El Dorado Hills, California 95762 or to such other persons or place as the Lessor may from time to time designate in writing. Lessor shall notify Lessee in writing of such designation in accordance with the notice provision in Section 21. Said notice shall become part of this Lease Agreement upon acknowledgement in writing by County's Contract Administrator, and no further amendment of the Lease Agreement shall be necessary provided that such designation does not conflict with any other provisions of this Lease. Said operating expense reimbursements are due and payable the first day of each month.

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

DEPARTMENT CONCURRENCE:

By: _____
John D' Agostini, Sheriff-Corner
Public Administrator

Dated: _____

LEASE ADMINISTRATOR:

By: _____
Russell Fackrell, Facilities Division Manager
Chief Administrative Office

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"Lessee"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- EDH WATERFRONT, LLC --

By: The Mansour Company, a California corporation
a general partner Town Center East, L.P.,
a California limited partnership,
Sole Member of EDH Waterfront, LLC

By: _____

Dated: _____

Louis Mansour
President
Sole Member of EDH Waterfront, LLC
"Lessor"