

COUNTY OF EL DORADO

LEASE #201-L1411

AMENDMENT I

This Amendment I to that Lease #201-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 Town Center East, L.P., a California Limited Partnership, now owned and operating as EDH Waterfront, a California Limited Liability Company (hereinafter referred to as "Lessor").

RECITALS

WHEREAS, Lessor has been engaged by Lessee under Lease #201-L1411 to lease the property located at 4359 Town Center Blvd., Suite 106, El Dorado Hills, CA 95762, consisting of 684 square feet of improved office space (hereinafter referred to as "Premises") in accordance with Lease #201-L1411 dated September 10, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, Town Center East, L.P., has been acquired by EDH Waterfront, LLC effective July 1, 2014; and

WHEREAS, Town Center East, L.P. will remain liable for all obligations, covenants, and conditions, and/or liabilities related to its provision of Premises prior to July 1, 2014 under the terms and conditions of Lease #201-L1411, as approved by the Board of Supervisors and executed on September 10, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, Town Center East, L.P., acknowledges and agrees that all existing indemnity and insurance obligations of Town Center East, L.P., will remain in full force and effect for lease of premises prior to July 1, 2014 for the duration of Lease #201-L1411, and as thereafter required by the Lease; and

WHEREAS, EDH Waterfront, LLC will assume all Town Center East, L.P.'s duties, responsibilities and obligations under the terms and conditions of Lease #201-L1411; and

WHEREAS, the parties hereto have determined and agreed to amend **Section 3 – PAYMENT**; and

WHEREAS, Lessee will accept this Amendment I on condition that Town Center East, L.P. and EDH Waterfront, LLC fulfill the terms and conditions of this Amendment I to said Lease, and the original Lease #201-L1411.

NOW, THEREFORE, the parties agree to the assignment of the subject Lease from Town Center East, L.P. to EDH Waterfront, LLC effective July 1, 2014; and that EDH Waterfront, LLC assumes all duties, covenants and obligations of Town Center East, L.P. under this Lease #201-L1411, as amended, and is responsible for executing the work after the effective July 1, 2014, in accordance with all terms and conditions as defined in the Lease; and that Town Center East, L.P. shall remain liable, jointly and severally, for all work performed prior to July 1, 2014, and that EDH Waterfront, LLC further agrees that all indemnity and insurance obligations remain in full force and effect for lease of Premises, as stated herein above. Additionally, the parties do hereby agree that Lease #201-L1411 shall be amended a first time to read as follows:

Section 3 – Payment is amended in its entirety to read as follows:

3. PAYMENT

Lessee agrees to pay Lessor as rent the sum of one thousand six hundred dollars (\$1,600.00) per month. Lessee shall reimburse Lessor for routine service to the HVAC system, to occur once in each four-month period, at the rate of sixty dollars (\$60) per service. Lessor shall provide a copy of the invoice for each service. All payments shall be made to the order of EDH Waterfront, LLC., and shall be remitted to El Dorado Hills Town Center Management at the address provided in paragraph 19, NOTICES hereof.

Except as herein amended, all other parts and sections of Lease #201-L1411 shall remain unchanged and in full force and effect.

Department Concurrence:

By: _____
James S. Mitrisin
Clerk of the Board of Supervisors

Dated: _____

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