

FILE COPY

LEASE #611-L1311

Amendment II

3974 Durock Road, Shingle Springs Probation Department

This Amendment II to lease #611-L1311, made and entered into dated July 30, 2013, and Amendment I dated September 30, 2014 ("Lease") by and between Durock Road, LLC ("Lessor") and the County of El Dorado ("Lessee"), a political subdivision of the State of California, and is hereby amended as follows:

WHEREAS, on November 6, 2007, Lease Agreement 309-L0811 was entered into between Lessor and Lessee for 10,346 square feet of office space located at 3974 Durock Road, Suites 205, 206, 207, 208, 209, 210 and 211, Shingle Springs, CA 95862 for use by the El Dorado County Probation Department; and

WHEREAS, on August 1, 2013 Lease Agreement 611-L1311 was entered into between Lessor and Lessee to continue use of the existing office space and to add an additional new lease space in Suites 201, 202, 203, and 204 of the building, consisting of approximately 4,124 square feet, to be occupied by the Community Corrections Center and separately funded through special revenue funds; and

WHEREAS, Lease Agreement 611-L1311 was amended on September 30, 2014 to correct the street address and modify the lease terms for the space in the building designated as Area #3; and

WHEREAS, the parties agreed to share the cost of Tenant Improvements necessary for the Community Corrections Center space in accordance with Exhibit "B", section 2.1 of Lease Agreement 611-L1311; and

WHEREAS, on May 30, 2014, Lessee invoiced Lessor for Lessor's share of the Tenant Improvement costs in the amount of \$115,680; and

WHEREAS, on October 21, 2014 the Board of Supervisors approved a six (6) month time extension for Lessor's reimbursement to Lessee of its share of the tenant improvement costs, in exchange for Lessor's payment of interest on the past due amount at an annual percentage rate of six percent (6%).

NOW THEREFORE, the parties do hereby agree as follows:

EXHIBIT B – TENANT IMPROVEMENTS, SECTION 2 – PAYMENT OF THE COSTS OF THE TENANT IMPROVEMENTS, Paragraph 2.1, second sentence, is deleted and replaced with the following:

2.1 Lessor shall reimburse Lessee for its share of Tenant Improvement costs no later than February 14, 2015. The amount due from Lessor shall be \$115,680, plus all interest accrued on this amount from May 30, 2014 through the date Lessor makes payment. The interest rate shall be six percent (6%) per annum, compounded monthly.

Except as herein amended, all other parts and section of Lease Agreement #611-L1311 shall remain unchanged and in full force and effect.

DEPARTMENT HEAD CONCURRENCE

By: [Signature]
Name: Brian Richart
Title: Chief Probation Officer
Date: 12/9/14

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year specified above.

"Lessee":

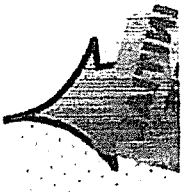
COUNTY OF EL DORADO

By: [Signature]
Name: Hon. Mikulaco, Second Vice-Chair
Title: Chair, Board of Supervisors
Date: 12-11-14
Board date 10-21-14

"Lessor":

DUROCK ROAD, LLC

By: [Signature]
Name: Nello Olivo
Title: Managing Partner
Date: 12-4-14



Attest:

James Mitrissin, Clerk of the Board of Supervisors
By: [Signature]
Date: 12-11-14
Board date 10-21-14