

Second Amendment to Lease Agreement #233-L0411 Between El Dorado Local Agency Formation Commission (LAFCO) and the Lawrence and Dianne Caso Trust, executed on or about October 2003 and as Amended by the First Amendment on or about April 2007

This Second Amendment to Lease Agreement #233-L0411 ("Second Amendment") is made by and between El Dorado Local Agency Formation Commission ("LAFCO"), a political subdivision of the State of California, hereinafter referred to as "Lessee," and the Lawrence and Dianne Caso Trust 01/22/2007, owner of the premises, hereinafter referred to as "Lessor," and both collectively referred to as "the Parties." The Parties agree to amend the Lease Agreement ("Lease") in the following sections only. Except as expressly amended by this Second Amendment, all other provisions of the Lease and the First Amendment to the Lease ("First Amendment") shall remain in full force and effect. From and after the date of this Second Amendment, whenever the term "Lease" appears in the Lease, it shall mean the Lease as amended by both the First Amendment and this Second Amendment.

1. Section 2 of the Lease Agreement is hereby amended to read, in its entirety, as follows:

The term ("Term") of this Lease shall continue for an additional four (4) years from the date it would otherwise terminate (October 31, 2018) and shall terminate on October 31, 2022 ("Termination Date"), subject however, to earlier termination as hereinafter more particularly provided in Sections 4 and 20, and unless further extended pursuant to Section 4.

2. Section 4 of the Lease Agreement is hereby amended to read, in its entirety, as follows:

Lessee shall have the option to continue to lease the Premises pursuant to this Lease for four (4) additional two (2) year terms after the termination date of October 31, 2022. Lessee shall notify Lessor in writing approximately sixty (60) days prior to the Termination Date and prior to any termination date of any successive term(s) thereafter should Lessee elect to exercise said option(s) to extend the term. Lessee anticipates needing additional space. If Lessee determines that it needs additional space prior to the Termination Date and/or any future termination date(s), desires to continue to lease the Premises, and notifies Lessor of such in writing, Lessee may terminate the Lease unless Lessor finds sufficient additional space for Lessee and the parties negotiate a mutually acceptable lease. Lessee shall have the first right of refusal for the rental of additional space that will satisfy Lessee's space needs.

3. A new paragraph is hereby added to **Section 13** of the Lease Agreement, to read as follows:

Upon the execution of the Second Amendment, Lessor agrees that it shall construct or install, or cause to be constructed or installed, the following alterations to Suites E and F1 at no cost or expense to Lessee:

- A. New paint on the walls of both Suites;
- B. New carpeting on both Suites, to building standard;
- C. New linoleum flooring of the kitchen area and entryway of Suite E, to building standard;
- D. Installing a doorway to connect Suites E and F1;
- E. Moving existing Lessee furniture around to install new flooring, entryways and painting as specified in A-D immediately above;
- F. New blinds on all windows of both Suites, to building standard;
- G. Widening the conference room in Suite E to be approximately 10 feet deep;
- H. Installing a pocket, sliding or double door for the conference room in Suite E, subject to prior approval from Lessee. This option shall not decrease interior depth of conference room
- I. The extension of fiber internet access into Suite E or the reimbursement of such an extension if LAFCO incurs that cost before the execution of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of December _____, 2017.

EL DORADO LAFCO

LAWRENCE AND DIANNE CASO
TRUST

By: _____
Shiva Frentzen
Chair, El Dorado LAFCO

By: _____
Trustee

Attest:

By: _____
José C. Henríquez
Executive Officer

Approved as to Form:

By: _____
Kara K. Ueda
Best Best & Krieger LLP
LAFCO Counsel