

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

Lakeport Plaza

55 1st Street Lakeport, CA 95453

This First Amendment to the Commercial Lease Agreement (the "Amendment") is made and entered into as of September 1, 2025, by and between Lakeport Plaza LLC, ("Lessor") and County of Lake, ("Lessee"), collectively referred to herein as the "Parties."

WHEREAS, Lessor and Lessee entered into a certain Commercial Lease Agreement dated December 1, 2024 (the "Lease"), for office space located on the second and third floors of the building located at 55 1st Street, Lakeport, California (the "Building");

WHEREAS, the Lease included a Right of First Refusal for Lessee to lease additional Second-Floor Suites upon their availability;

WHEREAS, on August 1, 2025, Lessor delivered to Lessee an Availability Notice identifying approximately 1,403 square feet of available second-floor space; and

WHEREAS, Lessee has elected to proceed with Option 1 as outlined in the Availability Notice, pending approval by the Lake County Board of Supervisors, thereby expanding into the additional Second-Floor Suites with the intent of releasing the Third-Floor Suites, subject to a transition period.

NOW, THEREFORE, the Parties hereto agree as follows:

1. That Section 1. of Lease, "Description of Leased Premises," is hereby amended as follows:

1. DESCRIPTION OF LEASED PREMISES:

Effective December 1, 2024, to August 31, 2025, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the office space located on the second and third floors of the building at 55 1st Street, Lakeport, California 95453 (the "Building"). The leased premises (the "Premises") are more particularly described as follows: on the Second Floor, Suites 201-212, Suite 214, Suites 221, 222, 223, 224, and 225, together with fifty percent (50%) of Suite 213 (approximately 93 square feet of the 187 square feet of lobby space), totaling approximately 3,407 square feet; and on the Third Floor, Suites 300 (including lobby and walkway), Suites 301, 302, 303, 304, 305, and 305A, totaling approximately 1,309 square feet, for an aggregate total of approximately 4,716 square feet.

Effective September 1, 2025, to September 30, 2025, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the office space located on the Second and Third Floors of the Building. The Premises are more particularly defined as follows: on the Second Floor, Suites 201–212, fifty percent (50%) of Suite 213 (94 square feet of the 187 square feet of lobby space), Suite 214, Suites 215–220A/B, Suites 221–224, and Suite 225, totaling approximately 4,716 square feet; and on the Third Floor, Suites 300 (including lobby and walkway), Suites 301, 302, 303, 304, 305, and 305A, totaling approximately 1,309 square feet. In aggregate, leased premises total approximately 6,025 square feet.

Effective October 1, 2025, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the office space located on the Second Floor of the Building. The Premises are more particularly defined as follows: : on the Second Floor, Suites 201–212, fifty percent (50%) of Suite 213 (94 square feet of the 187 square feet of lobby space), Suite 214, Suites 215–220A/B, Suites 221–224, and Suite 225, totaling approximately 4,716 square feet.

Third Floor Suites will be vacated by September 30, 2025.

All other terms and conditions of the Lease shall remain in full force and effect. The Premises shall be used solely for the business purposes of Lessee as more specifically described in this Lease Agreement.

2. That Section 4. of Lease, “Base Rent,” is hereby amended as follows:

4. BASE RENT:

Effective December 1, 2024, to August 31, 2025, the monthly Base Rent payment shall be \$2.10 per square foot for a total of 4,716 square feet, resulting in a monthly Base Rent of \$9,903.60 (the “Base Rent”).

Effective September 1, 2025 to September 30, 2025, the monthly Base Rent payment for Second Floor Premises and use of the Third Floor Suites (*i.e. Suites 301-305A and Suite 300 lobby/walkway*) shall be \$2.10 per square foot for a total of 6,025 square feet, resulting in a monthly Base Rent of \$12652.50.

Effective October 1, 2025, the monthly Base Rent payment for Second Floor Premises shall be \$2.10 per square foot for a total of 4,716 square feet, resulting in a monthly Base Rent of \$9,903.60.

Base Rent shall be payable in advance on the first day of each calendar month during the Lease term, with the first installment of Base Rent due upon the commencement of the Lease. Thereafter, each subsequent monthly installment of Base Rent shall be due and payable on or before the first (1st) day of each month, without demand, deduction, or offset. In the event the Lease term begins or ends on a day other than the first or last

day of a calendar month, the Base Rent for such partial month shall be prorated based on the actual number of days in that month. If the Base Rent is not received by Lessor within five (5) calendar days after its due date, Lessee shall be subject to a late fee of five percent (5%) of the overdue amount. Additionally, interest shall accrue on any unpaid Base Rent at the rate of ten percent (10%) per annum, commencing on the sixth (6th) day after the rent was due, and continuing until the Base Rent is paid in full. Lessor reserves all other rights and remedies under this Lease Agreement and California law for any late or unpaid rent. The parties agree no late fees shall be assessed in association with lease of additional space in the first month of the Transition Period (i.e., September 2025).

3. That Section 6. of Lease, "Operating Expenses and Flat Fee," is hereby amended as follows:

6. OPERATING EXPENSES AND FLAT FEE:

Lessee shall additionally pay to Lessor, a flat operating expense fee of \$1.00 per square foot per month (the "Flat Fee"), due at the same time as payment of the Base Rent, and subject to the same payment provisions (described in Section 3 of the Lease). This Flat Fee is a fixed, predetermined amount intended to cover Lessee's pro rata share of Operating Expenses associated with the Premises, including, but not limited to:

- Electricity
- Sewer, trash, disposal, and water service
- Elevator service/HVAC maintenance
- Pest control services for the exterior premises to maintain a pest-free environment.
- Basic landscaping services, including routine mowing, edging, trimming of shrubs and trees, and seasonal flower bed maintenance (*if applicable*).
- Monitoring of a burglar alarm system.
- Cleaning of common lobbies and bathrooms, along with the provision of bathroom supplies.

The Lessee shall be responsible to pay the monthly Flat Fee in the following amounts:

For the period of December 1, 2024, to August 31, 2025, the monthly Flat Fee shall reflect lease of 4,716 square feet (4,716 x \$1.00), for a total Flat Fee of \$4,716

Effective September 1, 2025, the monthly Flat Fee associated with lease of the Second Floor Premises (6,119 square feet) shall be \$6,025.

Effective October 1, 2025, the monthly Flat Fee associated with lease of the Second Floor Premises (4,716 square feet) shall be \$4,716.

For the duration of this ten (10)-year Lease, the Flat Fee and associated Operating Expenses will be subject to review and adjustment at the beginning of the fourth (4th, *i.e. December 1, 2028*) and seventh (7th) years. During these reviews, operating costs will be assessed to ensure they accurately reflect the actual expenses incurred. If operating costs have increased, both parties will engage in discussions to determine if the Flat Fee remains sufficient to cover the included expenses. Any adjustments to the Flat Fee must be mutually agreed upon in writing and signed by both parties within thirty (30) days of the commencement of the fourth (4th) and seventh (7th) years of the Lease Agreement. In the event of a disagreement during these reviews, the parties agree to first attempt to resolve the issue through mediation. If mediation does not result in a resolution, the dispute will be referred to binding arbitration, conducted in accordance with the rules of the American Arbitration Association (AAA).

Except as expressly modified by this Amendment, all other terms and provisions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Commercial Lease Agreement by their proper officers.

Lessor Signature:

Date: _____

Lakeport Plaza LLC (Lessor)

Name: Rahul Patel on behalf Lakeport Plaza LLC

Lessee Signature:

Date: _____

Name: Chair, Lake County Board of Supervisors

ATTEST: Susan Parker

Clerk to the Board of Supervisors

APPROVED AS TO FORM:

Lloyd Guintivano
County Counsel
