

AMENDMENT #2 TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT ("**Amendment**") dated this 13th day of February 2024, by and between **RURAL COMMUNITY ASSISTANCE CORPORATION (RCAC)** ("**Landlord**" or "**Lessor**") and the **County of Yolo, a political subdivision of the State of California** ("**County**" or "**Tenant**" or "**Lessee**") with reference to the facts set forth in the Recitals below:

RECITALS

- A. Landlord and Tenant have previously entered into that certain "Office Space Lease Agreement", at 3120 Freeboard Drive, West Sacramento, CA, dated February 12, 2018, and "Extended Lease" dated March 1, 2021, pursuant to which Landlord agreed to lease space to Tenant, and Tenant agreed to lease from Landlord that certain improved real property known as Suite 110, more particularly described in the Lease Agreement.
- B. Subject to the terms and conditions contained herein, Landlord and Tenant wish to amend the terms of the Lease Agreement to reflect the agreement of Lessor and Lessee with respect to certain matters contained therein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and the covenants and agreements of the parties set forth herein below, together with other good and valuable consideration received by each of the parties, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties, the parties do and hereby covenant and agree as follows:

- 1. Definitions: Capitalized terms that are used but not defined in this Amendment shall have the meanings ascribed thereto in the Lease Agreement.
- 2. Term/Premises: The existing lease termination date of 02/29/2024 shall be extended by an additional thirty-six (36) months to now be 02/28/2027. The premises of Suite 110 consisting of approximately 1,402 usable square feet shall remain unchanged.
- 3. Base Full-Service Gross Rent Schedule:

<u>Term</u>	<u>Rent/SF/Month</u>	<u>Rent/Month</u>
03/01/24 – 02/28/25	\$1.74	\$2,439.00
03/01/25 – 02/28/26	\$1.80	\$2,523.00
03/01/26 – 02/28/27	\$1.86	\$2,607.00

<u>Option Term</u>	<u>Rent/SF/Month</u>	<u>Rent/Month</u>
03/01/27 – 02/29/28	\$1.93	\$2,705.00
03/01/28 – 02/28/29	\$2.00	\$2,804.00
03/01/29 – 02/28/30	\$2.07	\$2,902.00

- 4. Security Deposit: The Security Deposit on hand, \$2,159.00, shall remain unchanged.
- 5. Option to Renew: Tenant shall be granted one (1) three (3) year option to renew at the rates reflected in Paragraph 3. Tenant may exercise this option by giving Landlord

sixty (60) days' written notice.

- 6. Tenant Improvements: No tenant improvements are needed at this time.
- 7. Ratification: Except as expressly provided in this Second Amendment, all of the terms and provisions of the Office Space Lease shall remain unaffected, unchanged and unimpaired by reason of this Second Amendment. The Office Space Lease, as amended by this Second Amendment, is hereby ratified, confirmed and continued in full force and effect.
- 8. Effectiveness: This Second Amendment shall become effective as of the date set forth above once this Amendment has been executed by both Tenant and Landlord.
- 9. Signature and Notice: This extension shall be signed by the following parties. No notice under this lease amendment shall be deemed valid unless given or served in writing and forwarded by the mail, postage prepaid, addressed to the parties below:

Landlord:
 Rural Community Assistance Corporation (RCAC)
 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691
 Contact: Cyndi Spencer, Chief Operating Officer (COO)

Tenant:
 Yolo County
 District Attorney
 301 Second Street, Woodland, CA 95695
 Attn: Nikki Abaurrea, FAO

IN WITNESS WHEREOF, the parties have executed this 2nd Amendment as of the date first written above.

LANDLORD: RURAL COMMUNITY ASSISTANCE CORPORATION

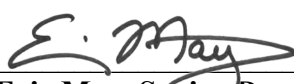
By: 
Cyndi Spencer, Chief Operating Officer

TENANT: COUNTY OF YOLO

By: _____
Lucas Frerichs, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
 (Seal)

Approved as to Form:

Eric May, Senior Deputy County Counsel