

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”) dated as of _____, 2022 is entered into between SR STONY POINT DE LLC, a Delaware limited liability company (“Landlord”) and COUNTY OF SONOMA, a political subdivision of the State of California (“Tenant”).

THE PARTIES ENTER INTO THIS AMENDMENT based upon the following facts, understandings and intentions:

A. Landlord and Tenant previously entered into that certain Lease dated January 14, 2020 (the “Lease”), pursuant to which Landlord leases to Tenant approximately One Thousand, Seven Hundred Nineteen (1,719) rentable square feet of space in Suite 230 (the “Premises”) within the building known as 3333 Mendocino Avenue, Santa Rosa, California (the “Building”), as more particularly described in the Lease. The capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings given to such terms in the Lease.

B. Landlord and Tenant now desire to amend the Lease as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** The term of the Lease is hereby extended for an additional three (3) years commencing April 1, 2022 and expiring March 31, 2025 (the “Extended Term”).

2. **Base Rent.** The Base Rent for the Extended Term shall be as follows:

PERIOD	TOTAL MONTHLY BASE RENT
4/1/2022 – 3/31/2023	\$3,811.52
4/1/2023 – 3/31/2024	\$3,925.87
4/1/2024 – 3/31/2025	\$4,043.64

3. **Prior Rights and Options.** Paragraph 2.5 of the Lease is hereby deleted. Tenant shall have no further right of an option to extend, unless otherwise agreed in writing with Landlord.

4. **Covid-19 Related Requirements.** Landlord shall comply with all applicable local, state, and federal laws and regulations related to the Covid-19 pandemic, including without limitation applicable requirements related to HVAC and other Building systems serving the

Premises. Except as expressly required by applicable local, state, and federal laws and regulations, or as provided for in the Lease, however, Landlord shall have no liability with respect to the actions or omissions of third parties, including without limitation guests, invitees, or other tenants of the Project.

5. **Entire Agreement.** This Amendment, together with the Lease, represents the entire understanding between Landlord and Tenant concerning the subject matter hereof, and there are no understandings or agreements between them relating to the Lease or the Premises not set forth in writing and signed by the parties hereto. No party hereto has relied upon any representation, warranty or understanding not set forth herein, either oral or written, as an inducement to enter into this Amendment.

6. **Continuing Obligations.** Except as expressly set forth to the contrary in this Amendment, the Lease remains unmodified and in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

7. **Counterparts/Facsimile.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Amendment. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Amendment, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. Federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Amendment by electronic means.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

"Landlord"

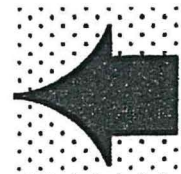
"Tenant"


SR STONY POINT DE LLC,
a Delaware limited liability company

COUNTY OF SONOMA, a political
subdivision of the State of California

By: G & W Ventures, LLC,
a California limited liability company,
Its Manager

By: _____
Caroline Judy, Director General
Services Department



By: 
Matthew T. White,
Manager

*for
mw
BR*

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

David Koch, Chief Probation Officer
Probation Department

Sandra Oberle, Real Estate Manager
General Services Department