

FIRST AMENDMENT

This First Amendment to Office Lease (“First Amendment”), dated as of _____, 2024 (“Effective Date”) is by and between the **SONOMA COUNTY EMPLOYEES’ RETIREMENT ASSOCIATION**, a California local public retirement system established pursuant to the County Employees Retirement Law of 1937, as amended, Government Code Section 31450, et. seq. (“Landlord”), and the **COUNTY OF SONOMA**, a political subdivision of the State of California (“Tenant”). Landlord and Tenant are sometimes collectively referred to herein as the “parties” and singularly as “party”. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below).

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Office Lease dated October 1, 2020 (“Lease”), for premises located at 433 Aviation Boulevard, Suite 120, Santa Rosa, situated in the unincorporated area of the County of Sonoma, California (“Premises”); and

WHEREAS, the Lease expires on September 30, 2024, and the Landlord and Tenant desire to amend the Lease in order to: (i) extend the Lease Term and provide for additional lease options to further extend the Lease term; (ii) specify rental payments, and (iii) provide for certain other terms and conditions as hereafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The foregoing Recitals are true and correct.
2. Effective as of the Effective Date of this First Amendment, the Lease is modified as follows:

A. Section 2.1 of the Lease is hereby deleted in its entirety and replaced with the following section:

“2.1 Term. The term of this lease (“Lease Term”) shall be five (5) years and shall commence on **October 1, 2024** (the “Commencement Date”) and shall expire on **September 30, 2029** (“Lease Expiration Date”), subject to any option, renewal or extension rights of Tenant as provided for in this Lease.”

B. Section 2.2 of the Lease is hereby deleted.

C. Section 2.3 of the Lease is hereby deleted in its entirety and replaced with the following section:

“2.3 Options to Extend Term. Landlord hereby grants to Tenant two (2) options to extend the Lease Term (“First Extension Option” and “Second Extension Option,” each an “Extension Option”), each for a period of one (1) year (“First Option Term” and “Second Option Term,” the “Option Terms,” each an “Option Term”), subject to the conditions described in Subsections 2.3.1 and 2.3.2 below.

2.3.1 Conditions of Option. Provided Tenant is not in material default under this Lease after the expiration of any applicable cure periods, the Extension Option(s) may be exercised by written notice to Landlord no less than ninety (90) days before the expiration of the Initial Lease Term or the First Option Term. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the Option Term.

2.3.2 Option Rent. The monthly rent payable by Tenant during the Option Terms shall be as follows:

Year 6 (10/01/29 – 09/30/30): \$6,414.75 (\$2.25 per sq. ft.)
Year 7 (10/01/30 – 09/30/31): \$6,557.30 (\$2.30 per sq. ft.).”

C. Article 4 of the Lease is hereby deleted in its entirety and replaced with the following section:

“4.1 Definition of "Rent"--Limited Setoff. Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Five Thousand Seven Hundred Two and 00/100 Dollars (\$5,702.00) (Two Dollars (\$2.00) per sq. ft. of the Rentable Area), as adjusted pursuant to Section 4.3, in advance on or before the first day of every calendar month during the Lease Term, without any setoff or deduction except as provided in this Lease, or as required for prior overpayment for the Lease Term prior to the initiation of this Lease Amendment. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing.

4.2 Initial Payment; Proration. If any Rent payment is for a period shorter than one (1) calendar month, the monthly Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent.

4.3 Rental Adjustments. Monthly Rent shall be increased by Five Cents (\$.05) per square foot per month, on the annual anniversary of the Commencement Date each year during the Lease Term, and the monthly Rent payable by Tenant during the Lease Term shall be as follows:

Year 2 (10/01/25 – 09/30/26): \$5,844.55 (\$2.05 per sq. ft.);
Year 3 (10/01/26 – 09/30/27): \$5,987.10 (\$2.10 per sq. ft.);
Year 4 (10/01/27-09/30/28): \$6,129.65 (\$2.15 per sq. ft.);
Year 5 (10/01/28 - 09/30/29): \$6,272.20 (\$2.20 per sq. ft.).”

3. Except to the extent the Lease is specifically amended or supplemented hereby, the Lease, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be constructed to modify, invalidate or otherwise affect any provision of the Lease or any right of Tenant or Landlord arising thereunder.

4. This First Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Third Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

"LANDLORD": **SONOMA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**, a California local public retirement system established pursuant to the County Employee's Retirement Law of 1937, as amended, Government Code Section 31450, et. seq.

By: _____
Julie Wyne, Chief Executive Officer

"TENANT": **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Johannes J. Hoevertsz, Director
Sonoma County Public Infrastructure

The SPI Director is authorized to sign this First Amendment pursuant to Board of Supervisors' Action dated _____, 2024.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Erick Roeser
Auditor-Controller/Treasurer/Tax Collector

C. Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____