

FOURTH AMENDMENT TO LEASE

This Fourth Amendment (“Fourth Amendment”), dated as of _____, 2020 (“Effective Date”) is by and between AIRPORT BUSINESS CENTER, a California limited partnership (“Landlord”), and the COUNTY OF SONOMA, a political subdivision of the State of California (“Tenant”). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below). Landlord and Tenant are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease dated October 8, 2002 (“Original Lease”) for premises located at 133 Aviation Boulevard, Santa Rosa, California, formerly known as 1052 Airport Boulevard, Santa Rosa, California (“Premises”); and

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Lease dated November 28, 2007 (“First Amendment”), to acknowledge that Tenant exercised its first Extension Option and that the Lease term was extended through November 30, 2013; and

WHEREAS, by letter dated January 14, 2010, Landlord amended the Lease in order to redefine the monthly rent, retroactive to December 1, 2009 and effective through November 30, 2010; and

WHEREAS, Landlord and Tenant entered into that certain Second Amendment to Lease dated June 1, 2011 (“Second Amendment”), to acknowledge that the Lease term was extended an additional three (3) years through November 30, 2016, and the Rent was redefined; and

WHEREAS, Landlord and Tenant entered into that certain Third Amendment to Lease dated November 20, 2015 (“Third Amendment”), to acknowledge that the Lease Term was extended an additional five (5) years through November 30, 2021, the Rent was redefined, provisions were made for certain tenant improvements and repairs, termination rights were provided during the Lease Option Terms, and provisions were made for certain other terms and conditions; and

WHEREAS, the Original Lease as modified by the First Amendment, the Second Amendment and the Third Amendment is hereafter referred to as the “Lease”; and

WHEREAS, Landlord and Tenant desire to further amend the Lease in order to: (i) acknowledge Tenant’s exercise of the third Extension Option, (ii) specify rental payments and rent abatement; (iii) provide for tenant improvements; and (iv) 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. Incorporation of Recitals. The foregoing Recitals are true and correct.
2. Extension of Term and Rent. Effective as of the Effective Date of this Fourth Amendment, the Lease is modified as follows:

2.1. The parties hereto acknowledge that the third Extension Option has been timely and properly exercised and the Lease now expires on November 30, 2026.

2.2. Consistent with the Lease, the monthly rent payable by Tenant on the first year of the third and fourth Option Terms shall be increased by THREE PERCENT (3%) from the preceding year Rent. Rent for Years 2 through 5 of the third and fourth Option Terms shall be subject to annual, THREE PERCENT (3%) fixed increases.

2.3. Notwithstanding anything to the contrary in the Lease, the parties agree that the Rent payable by Tenant for the first three (3) months of the third Option Term (December 2021, January 2022 and February 2022) shall be abated, and no Rent shall be due from the Tenant to the Landlord. Consistent with the Lease, the monthly Rent payable by Tenant for the months of March 2022 through November 2022 shall be the sum of Forty-Four Thousand, Nine Hundred Sixty-Six and 48/100 Dollars (\$44,966.48)(\$2.10 per sq. ft.) per month.

3. Tenant Improvements. Landlord shall, at Landlord's sole cost and expense, install in the approximate locations shown on the map attached hereto as Exhibit "A-1" and hereby incorporated herein, two (2) gates utilizing LiftMaster Elite Series, 24VDC High-Traffic Slide Gate Operator CSL240U, or equivalent, and Security Brands, Advantage DKLP 19-100 Series, 100-Code Low-Power Keypads, or equivalent. Additionally, Landlord shall, at Landlord's sole cost and expense, install two (2) security cameras. The final design, location and timing of the gates and the location and timing of the security cameras will be mutually agreed upon by the parties. Landlord shall provide security patrol of the Premises, the building and parking areas, including driveby patrol services of Tenant's rear and west parking areas, at Landlord's sole cost and expense.

4. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, inclement weather, declared pandemics and other causes (except financial) beyond the reasonable control of the party obligated to perform ("Force Majeure"), shall excuse the performance by that party for a period equal to the prevention, delay or stoppage, except the obligations imposed with regard to rent to be paid by Tenant pursuant to this Lease. Notwithstanding the foregoing or anything else to the contrary contained in this Lease, no Force Majeure shall be deemed to have occurred unless the party claiming the benefit of this provision shall, as a condition thereto, give notice to the other party in writing within ten (10) days of the incident specifying with particularity the nature thereof, the reason therefor, the date and time such incident occurred and a reasonable estimate of the period that such incident will delay the fulfillment of obligations contained herein. If any notice of Force Majeure is given later than ten (10) days after the party declaring such delay has actual knowledge of the existence of the Force Majeure, then the delay caused by Force Majeure during the period commencing on the eleventh (11th) day after the commencement of the Force Majeure and ending on the date of such notice, shall be disregarded and deemed not to have occurred. Under no circumstances shall the inability to pay rent, or any other sum of money due hereunder or the failure to perform any other obligation due to the lack of money or inability to raise capital or borrow for any purpose be deemed Force Majeure.

5. Lease in Full Force and Effect. 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.

6. Governing Law. This Fourth 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 Fourth 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 FOURTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FOURTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

“LANDLORD”:

“TENANT”:

AIRPORT BUSINESS CENTER,
a California limited partnership

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

By: 
LARRY L. WASEM,
Managing General Partner

By: _____
CAROLINE JUDY, Director,
General Services Department

The General Services Director is authorized to sign this Fourth Amendment pursuant to the Board of Supervisor’s Summary Action dated _____, 2020.

APPROVED AS TO FORM FOR TENANT:

By: _____
ELIZABETH COLEMAN,
Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR TENANT:

By: _____
KEITH LEW,
Deputy Director,
General Services Department

