

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (“First Amendment”), is made and entered into this 11th day of August, 2020 (the “Effective Date”), by and between CODDING ENTERPRISES LP, a California limited partnership (successor by name change only to CODDING ENTERPRISES, a California limited partnership) hereinafter referred to as “Landlord”, and the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter referred to as “Tenant”).

WITNESSETH:

RECITALS:

- A. Landlord and Tenant are parties to a lease dated November 9th, 2010 (the “Lease”), for that certain office space commonly known as 1450 Guerneville Road, Suite 1, Santa Rosa, California (the “Premises”), which Premises is located within that certain Office Complex known as Coddington Plaza, Santa Rosa, California. The Premises contains 8,035 square feet of Floor Area and is more particularly described in the Lease.
- B. The Term of the Lease commenced December 1st, 2010 and expires November 30th, 2020. Pursuant to Section 2.5 of the Lease Tenant had one option to extend the Lease Term for a period of five (5) years. Tenant elected not to exercise the five year option.
- C. Landlord and Tenant desire to amend and/or modify the Lease in order to (i) confirm that the five (5) year option provided under Section 2.5 of the Lease is null and void and of no force or effect, (ii) extend the Lease Term two (2) years, (iii) state the Rent to be paid to Landlord by Tenant (pursuant to Article 4 of the Lease) during each calendar month during the two (2) year extended Lease Term, (iv) add California Accessibility Disclosure, and (v) further amend and/or modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Lease and as amended, modified, and/or restated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties it is hereby mutually agreed:

- 1. Tenant’s option to extend the Lease Term for a period of five (5) years provided by Section 2.5 of the Lease is null and void and of no force or effect.
- 2. The Lease Term is extended for a period of two (2) years to expire November 30th, 2022 (the “First Extended Term”). The phrase “Lease Term” wherever referred to in the Lease, this First Amendment and any/all subsequent Amendments, if any, means the initial ten (10) year Lease Term, the First Extended Term and any/all subsequent extensions to the Term and/or holding over periods, if any.
- 3. The monthly Rent to be paid to Landlord by Tenant during each calendar month during the First Extended Term is Thirteen Thousand Two Hundred Fifty Seven and 75/100 Dollars (\$13,257.75) per month, each monthly installment shall be paid at the time, place and manner stated in the Lease.

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4. The Lease is hereby amended by adding the following California Accessibility Disclosure:
- “I. California Accessibility Disclosure for the space leased exclusively to Tenant (the “Premises”).

Tenant is hereby informed that, to the best of Landlord’s knowledge, the Premises has not been inspected by a Certified Access Specialist (CASp) (a person certified by the State of California to be an expert in disability access laws and regulations). Landlord makes no representations or warranties whatsoever, expressed and/or implied, with respect to the placement by Tenant of Tenant’s furniture, fixtures, equipment and other property of Tenant placed within the Premises’ compliance with all applicable federal, state, and local standards, codes, rules, and regulations governing physical access for persons with disabilities within the Premises, including, but not limited to, the Americans with Disabilities Act of 1990, California’s Unruh Civil Rights Act, California Building Standards Code, or California Health and Safety Code (collectively, the “Accessibility Laws”).

California Civil Code Section 1938 requires Landlord to include the following disclosure to Tenant:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property Owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of any CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standard within the Premises.”

Should Tenant elect to obtain a CASp inspection of the Premises pursuant to Civil Code Section 1938, Tenant shall do so at Tenant’s sole cost and expense, provided, that, prior to Tenant hiring a CASp to perform an inspection and report on the Premises, Tenant shall provide Landlord at least thirty (30) days’ advance written notice of the intended inspection. Prior to the inspection date, Landlord and Tenant shall mutually agree, in writing, on the arrangement for the time, conditions, and manner of the CASp inspection, including Landlord’s insurance requirements from the CASp, for the CASp to enter upon and perform the inspection on the Premises. Proof of such required insurance shall be provided to Landlord prior to commencement of the actual inspection, and as a condition for the CASp to enter the property and the Premises.

If Tenant intends to perform any alterations, additions, or improvements to the Premises that requires a permit from the City of Santa Rosa Building Department prior to the Commencement Date or at any time during the Lease Term, then Tenant shall, at Tenant’s sole cost and expense, hire a CASp to (i) review Tenant’s construction drawings, prior to Tenant submitting the construction drawings to the City of Santa Rosa Building Department, for compliance with the Accessibility Laws and provide Landlord with a copy of the construction drawings and the CASp comments to the construction drawings, and (ii) provide to Landlord within thirty (30) days after Tenant has received an occupancy permit and/or final inspection, a CASp inspection report describing whether or not the Premises as altered, added to, or improved meets all construction-related

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accessibility standards under the Accessibility Laws and, if compliant, Tenant shall provide Landlord a copy of the Compliance Certificate issued by the CASp and if not compliant, a summary of all barriers and conditions not meeting Accessibility Laws. Tenant is informed that some architects are Certified Access Specialists and if Tenant’s architect is a CASp the architect may perform the responsibilities of the CASp hereunder.

If the CASp review of construction drawings under (i) above indicates that the construction drawings do not meet all construction-related accessibility standards under the Accessibility Laws, then Tenant shall instruct Tenant’s architect to promptly make all revisions to the construction drawings to comply with all construction-related accessibility standards under the Accessibility Laws and shall construct all improvements in accordance with such revised plans.

If the CASp inspection under (ii) above indicates that the Premises do not meet all construction-related accessibility standards under the Accessibility Laws, Tenant, at Tenant’s sole cost and expense, shall immediately make all alterations, modifications, and/or renovations necessary and required to bring the Premises into compliance with all construction-related accessibility standards under the Accessibility Laws and provide Landlord with a copy of the Compliance Certificate issued by the CASp.

At all times during the Lease Term, Tenant shall be responsible, at Tenant’s sole cost and expense for, ensuring that the placement by Tenant of Tenant’s furniture, fixtures, equipment and other property of Tenant placed within Premises complies bringing the Premises into compliance with all Accessibility Laws applicable to and within the Premises.

Tenant agrees to indemnify and save Landlord harmless from and against any and all loss, expense, liability, damages, claims, lawsuits, attorney’s fees, and other costs arising out of or relating to placement by Tenant of Tenant’s furniture, fixtures, equipment and other property of Tenant placed within the Premises not complying with Accessibility Laws, including, but not limited to, all costs for corrections, inspections, Certificates of Compliance, and damage awards to third parties.

Notwithstanding anything to the contrary herein this Subsection I, Landlord has the right, in Landlord’s sole and absolute discretion, to disapprove any plans and specifications for Tenant Alterations of the Premises or any portion of such plans and specifications if Landlord reasonably believes that the City of Santa Rosa or any other entity having jurisdiction will require as a condition of approval of Tenant’s plans and specifications that Landlord perform improvements to the Office Building and/or Office Complex in order to comply with Accessibility Laws, including, but not limited to, plans and specifications submitted to the City of Santa Rosa without Landlord’s prior written consent. Further, Landlord has the right to void any prior approval by Landlord of Tenant’s plans and specifications if subsequent to Landlord approving Tenant’s plans and specifications the City or any other entity having jurisdiction requires as a condition of approval of Tenant’s plans and specifications that Landlord perform improvements to the Office Building and/or Office Complex in order to comply with Accessibility Laws. Tenant has the right to proceed with any plans and specifications disapproved by Landlord and/or voided by Landlord if Tenant agrees in writing to reimburse Landlord for all such repairs and/or corrections outside the Premises and within the Office Building and/or Office Complex and required by the City of Santa Rosa and/or any other entity having jurisdiction to be performed by Landlord pursuant to Tenant’s plans and specification.

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II. California Accessibility Disclosure, Common Areas of Office Building and/or Office Complex (collectively, “Office Complex”).

Pursuant to Section 1938 of the California Civil Code, this constitutes written notice to Tenant that Landlord had the Common Areas of the Office Complex of which the Premises are a part inspected by a Certified Access Specialist (CASP) in 2013. The CASp Inspection Report noted certain conditions within the Common Areas of the Office Complex that did not meet Accessibility Laws at the time of the inspection. Landlord discloses that Landlord may have performed certain repairs, alterations, modifications, and/or corrections noted in the CASp Inspection Report (“Repairs”). With the exception of the Repairs, Landlord is not aware of any other alterations, additions, modifications, or improvements within the Common Areas of the Office Complex that would cause the balance of the CASp Inspection Report to be inaccurate. Landlord may continue to perform repairs and/or corrections within the Common Areas of the Office Complex to remedy any non-compliant conditions identified in the CASp Inspection Report, as Landlord shall, in Landlord's sole discretion determine, but Landlord shall have no liability or obligation to Tenant to do so.

Subject to Landlord's timely receipt of the signed and dated Letter of Confidentiality to be sent by Landlord to Tenant in the form and text attached hereto as Exhibit “D”, a copy of the CASp Inspection Report will be delivered to Tenant not less than forty-eight (48) hours prior to execution of this First Amendment by Landlord. Prior to Landlord delivering the CASp Inspection Report to Tenant, Tenant must first agree, in writing, to keep all information contained in the CASp Inspection Report strictly confidential, except as necessary for Tenant to complete any necessary repairs and/or corrections on the Common Areas of the Office Complex that Tenant has agreed to make. Attached hereto as Exhibit “D” is the form and text of the Letter of Confidentiality to be used hereunder. Failure by Tenant to sign, date, and return the Letter of Confidentiality to Landlord within five (5) business days after receipt of the Letter of Confidentiality from Landlord shall be deemed confirmation that Tenant refuses to execute the Letter of Confidentiality, in which event, Landlord shall not be obligated to deliver to Tenant a copy of the CASp Inspection Report and in such event, Tenant shall be deemed to have waived Tenant's right to terminate this Lease within the time provided under the Civil Code.”

5. Tenant understands, acknowledges and agrees that Landlord has no obligation whatsoever to perform any remodeling or similar work to the Premises during the First Extended Term.
6. Landlord's address for notices (including requests, demands, approval, or other communications) under Article 19 of the Lease is hereby changed to:

Codding Enterprises LP
1300 Coddington Center
Santa Rosa, California 95401
Attention: Lois Codding

with a copy to: Codding Enterprises LP
P.O. Box 5800
Santa Rosa, California 95406
Attention: Lois Codding

Landlord's address for payment of Rent under the Lease and all other monetary obligations is hereby changed and/or updated to:

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Codding Enterprises LP
P.O. Box 5800
Santa Rosa, California 95406
Attention: Accounting Department.

- 7. Tenant understands, acknowledges and agrees that the terms and conditions contained in this First Amendment (specifically the amount of monthly Rent to be paid to Landlord by Tenant under Section 3 above), are strictly confidential between Landlord and Tenant and Tenant and its employees covenant that they will not disclose the terms and conditions contained in this First Amendment to any persons, parties or other tenants within the Office Complex.
- 8. The terms and conditions contained in this First Amendment constitute the entire agreement between Landlord and Tenant with respect to the subject matter herein and there are no other terms, covenants, promises, agreements, conditions, and/or understandings, between Landlord and Tenant, either oral or written, except as stated in the Lease and this First Amendment. Once this First Amendment is fully executed, this First Amendment shall form a part of the Lease. No subsequent amendments, modifications, alterations, additions, or changes to the Lease shall be effective unless reduced to writing in a written agreement signed by both Landlord and Tenant. Further, no term, covenant, or condition of the Lease shall be waived, discharged, or terminated unless reduced to writing in a written agreement signed by both Landlord and Tenant.
- 9. Except to the extent this Lease is specifically amended, modified, or supplemented hereby, all other provisions of the Lease, together with any Riders and Exhibits thereto is, and shall continue to be, in full force and effect as originally executed and/or previously amended, and nothing contained herein this First Amendment shall be construed to modify, invalidate, or otherwise affect any other provisions of the Lease or any right of Landlord or Tenant arising thereunder.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

CODDING ENTERPRISES LP,
a California limited partnership
By: CODDING INVESTMENTS, INC.,
a California corporation
Its General Partner

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

By: _____
Print Name: _____
Title: _____

LandlordTenant

CODDING

Tenant Entity
Address
City, State Zip
Attention:

RE: Premises Address
Lease Date
Letter of Confidentiality

By signing and dating where indicated below, Tenant and its employees, officers, directors, partners, shareholders, legal counsel and all other affiliates (collectively referred to herein as “Tenant”) understand, acknowledge and agree that the information contained in any CASp Inspection Report provided to Tenant by Owner or to Tenant by any CASp and relating to the property and/or premises is strictly confidential and Tenant agrees not to disclose to anyone under any circumstances whatsoever the information contained in any CASp Inspection Report including, but not limited to, conditions on the property or premises that do not meet current Accessibility Laws. However, Tenant may disclose only such information contained in any CASp Inspection Report necessary for Tenant to complete repairs and/or corrections that Tenant has agreed in writing to make, and only to such governmental authority having jurisdiction over the repair(s) and/or correction(s) and approval of same.

Any disclosure by Tenant in violation of this Section or any disclosure by Tenant which Owner reasonably believes to have occurred in violation of this Section shall, at Owner’s option, constitute a default of this Lease and in addition to all remedies available to Owner under this Lease or under California Law, Tenant shall be liable to Owner for the cost of any/all repairs and/or corrections relating to any disclosure by Tenant in violation of this Section.

Sincerely,

CODDING ENTERPRISES LP,
a California limited partnership
By: CODDING INVESTMENTS, INC.,
a California corporation
Its General Partner

So Understood and Agreed on this _____
Day of _____, _____.

By: _____
LEROY KNIBB
Vice President

By: _____
Print Name: _____
Title: _____

Physical Address
1300 Coddington Center
SANTA ROSA, CA 95401

Mailing Address
P.O. BOX 5800
SANTA ROSA, CA 95406

Main Office P: 707.978.5800
Main Office F: 707.623.9169
Construction F: 707.623.9469

WWW.CODDING.COM

EXHIBIT “D”

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