

FIRST AMENDMENT TO EQUESTRIAN FACILITIES LEASE

This First Amendment (“First Amendment”) dated as of _____, 2025 (“Effective Date”) is by and between the Sonoma County Agricultural Preservation and Open Space District (“Landlord”), a California Special District formed pursuant to Public Resources Code Section 5500 *et seq.*, as land owner, and Andreas Loose, an individual doing business as “Five Brooks Ranch” (“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 Equestrian Facilities Lease dated November 13, 2023 (“Lease”) for a defined portion of the Property owned by District located at 2660 North Highway 1, Bodega Bay, CA, commonly known as Chanslor Ranch APN 101-030-002); and

Whereas, Landlord and Tenant desire to amend the Lease in order to extend the Term for one (1) year through April 30, 2026.

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

AGREEMENT

1. Effective as of the Effective Date of this First Amendment, the Lease is hereby amended as follows:

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

“2.1 Lease Term. As documented in Exhibit B to this Lease, the commencement of the term of this Lease (“Commencement Date”) was November 17, 2023. Except as otherwise set forth in this Lease, the term of this Lease shall end on April 30, 2026 (“Term”).

2. 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 construed to modify, invalidate or otherwise affect any provision of the Lease or any right of Landlord arising thereunder.

3. 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 First 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 THIRD AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the Parties to this Lease have duly executed this First Amendment as of the date(s) below indicated.

LANDLORD:

Sonoma County Agricultural
Preservation and Open Space District

TENANT:

Andreas Loose, an individual doing
business as "Five Brooks Ranch"

Misti Arias, General Manager

Andreas Loose, an individual doing
business as "Five Brooks Ranch"

Date: _____

Date: _____

APPROVED AS TO FORM
FOR DISTRICT:

Lisa Pheatt
Deputy County Counsel

Date: _____

CERTIFICATE OF INSURANCE ON FILE WITH DISTRICT

Reviewed by:

Michelle Nozzari
Admin Aide

Date: _____