

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (“Fourth Amendment”) is made and entered into this ____ day of February ____, 2024 (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), herein referred to as “Landlord”, and the COUNTY OF SONOMA, a political subdivision of the State of California, herein referred to as “Tenant”.

WITNESSETH:

RECITALS:

- A. Landlord and Tenant are the current parties to that certain lease dated November 9th, 2010 (the “Original Lease”), for that certain office space commonly known as 1450 Guerneville Road, Suite 1, Santa Rosa, California 95403 (the “Premises”), which Premises are located within that certain Office Complex known as Coddington Plaza, Santa Rosa, California. The Premises contain eight thousand thirty-five (8,035) square feet of Floor Area and is more particularly described in the Lease.
- B. The Original Lease was amended by that certain First Amendment to Lease dated August 11th, 2020 (the “First Amendment”), and by that certain Second Amendment to Lease dated January 4th, 2022, (the “Second Amendment”) and by that certain Third Amendment to Lease dated January 10th, 2023, (the “Third Amendment”). The Original Lease, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment are referred to herein, collectively, as the “Lease”.
- C. The Third Extended Term provided by Section 1 of the Third Amendment expires November 30th, 2024.
- D. Landlord and Tenant desire to amend the Lease in order to:
 - (i) extend the Lease Term for a period of five (5) years;
 - (ii) state the monthly Rent to be paid to Landlord by Tenant (pursuant to Article 4 of the Lease) during each calendar month during five (5) year extended Lease Term; and
 - (iii) 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. The Lease Term is extended for a period of five (5) years to expire November 30th, 2029 (the “Fourth Extended Term”). The phrase “Lease Term” wherever referred to in the Lease, this Fourth Amendment, and any/all subsequent Amendments, if any, means the initial ten (10) year Lease Term, the First Extended Term, the Second Extended Term, the Third Extended Term, this Fourth Extended Term herein, and any/all subsequent extensions to the Lease Term and/or holding over period(s), if any.
- 2. The monthly Rent to be paid to Landlord by Tenant during the Fourth Extended Term is the following amounts during the following periods:

December 1st, 2024, through November 30th, 2025, \$163,865.76 per annum (\$13,655.48 per month),

December 1st, 2025, through November 30th, 2026, \$168,781.80 per annum (\$14,065.15 per month),

December 1st, 2026, through November 30th, 2027, \$173,845.20 per annum (\$14,487.10 per month),

December 1st, 2027, through November 30th, 2028, \$179,060.52 per annum (\$14,921.71 per month),

December 1st, 2028, through November 30th, 2029, \$184,432.44 per annum (\$15,369.37 per month).

Each monthly installment of Rent stated above shall be paid to Landlord by Tenant on or before the first (1st) day of each calendar month in advance, without any prior demand therefor and without any set-off or deduction except as provided in Section 5.1 and Section 20.2 of the Original Lease. Payment shall be made to Landlord at Landlord's address for remittance of Rent and all other monetary obligations stated in Section 3 (B) of the Third Amendment.

3. Landlord shall, at Landlord's cost and expense deep clean the carpet and other flooring within the Premises during non-business hours prior to December 1, 2024. Tenant shall cooperate with Landlord so that Landlord can perform said cleaning in an efficient and cost-effective manner. In no event shall Landlord or any party affiliated with Landlord be required to lift or move any furniture (desks, chairs, tables), cubicles or any other furnishings, fixtures, equipment, personal property or other items to clean the carpet and floors.
4. The terms and conditions contained in this Fourth 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 Fourth Amendment. Once this Fourth Amendment is fully executed, this Fourth 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.
5. Except to the extent this Lease is expressly amended, modified, or supplemented hereby, all other provisions of the Lease, together with any Riders, Exhibits, and Amendments thereto is, and shall continue to be, in full force and effect as originally executed and/or previously amended, and nothing contained herein this Fourth 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.
6. This Fourth Amendment may be executed by facsimile and in counterparts, and all so executed signature pages shall constitute one agreement, binding upon all parties, notwithstanding that all the parties have not executed the original or the same counterpart. The parties hereby acknowledge and agree that electronic signatures that comply with the eSign Act (15 U.S.C Ch. 96) (such as DocuSign or ZipLogix Digital Ink signatures), or signatures transmitted by electronic mail in so-called "PDF" format or by fax shall be legal and binding and shall have the same full force and effect as if an original of this Fourth Amendment had been delivered.

[Landlord Signature on Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first (1st) above written.

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

By: _____

 LOIS CODDING
 Vice President

[Tenant Signatures on Following Page]

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

By: _____
Johannes Hoevertsz, Director
Sonoma County Public Infrastructure

The Sonoma County Public Infrastructure Director is authorized to sign this Lease pursuant to Board of Supervisors’ Summary Action dated _____, 202_.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

RECOMMENDED FOR APPROVAL FOR TENANT:

Tina Rivera, Director
Department of Health Services

Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

Certificate of Insurance on file with Department:

Reviewed by:_____Date:_____, 202_.