

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("First Amendment"), dated as of _____ ("Effective Date") is by and between **SR LAKES WATERFALL DE, LLC**, a Delaware limited liability company, and **REDBIRD SR LAKES WATERFALL DE, LLC**, a Delaware limited liability company, (collectively and individually, the "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).

R E C I T A L S

WHEREAS, Landlord and Tenant entered into that certain Lease dated December 5, 2017 ("Original Lease") for premises located at 2227 Capricorn Way, Suites Suite 201, 203, 208, 210 and 212, in the City of Santa Rosa, California ("Premises"); and

WHEREAS, pursuant to Section 1.4 of the Lease, Tenant is entitled to a first right of refusal as to certain space at the Property (the "Expansion Space"); and

WHEREAS, on August 30, 2022, Landlord notified Tenant in writing, of Landlord's intent to lease Suite 206, a portion of the Expansion Space, to a third-party, and on September 13, 2022, Tenant timely exercised its right of first refusal and notified Landlord in writing of Tenant's desire to lease Suite 206; and

WHEREAS, Landlord and Tenant desire to amend the Lease in order to: (i) redefine the Premises to include Suite 206; (ii) specify rental payments; and (iii) provide for certain other terms and conditions as set forth herein.

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

A G R E E M E N T

1. The foregoing Recitals are true and correct.
2. The following amendments to the Lease shall apply as of the Effective Date of this First Amendment:
 - A. Section 1.1 of the Lease is hereby deleted in its entirety and replaced with the following section:

"1.1 Lease of Premises. Subject to Section 1.4 relating to Tenant's First Right of Refusal, Landlord leases to Tenant and Tenant leases from Landlord those certain premises, comprised of Suites 201, 203, 208, 210 and 212 depicted in the attached **Exhibit A** ("Original Premises"), and Suite 206, as depicted in the attached **Exhibit A-1** ("2022 Expansion Space"); which Original Premises and 2022 Expansion Space are hereinafter collectively referred to as the "Premises", which Premises are located in the building commonly known as 2227 Capricorn Way, ("Building"), situated in that certain building campus commonly known as The Lakes ("Project") located in the city of Santa Rosa, County of Sonoma. Subject to verification as provided in Subsection 1.3.2, the Rentable

Area (as defined in Section 1.3.1) of the Premises is twenty-four thousand one hundred thirty-nine (24,139) square feet, while the Rentable Area of the Building is seventy-nine thousand thirty-nine (79,037) square feet and the Rentable Area of the Project is one hundred thirty-six thousand, five hundred sixty-five (136,565) square feet. The Project, the Building, the areas servicing the Building (including any adjacent parking structures and parking areas), and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as Exhibit B) are sometimes collectively referred to as the "**Real Property**".

B. The following section is hereby added to the Lease as Section 1.4.1:

"1.4.1. Condition upon Delivery – 2022 Expansion Space. Prior to delivery of the 2022 Expansion Space to Tenant, Landlord shall have repainted and professionally cleaned the existing carpeting in the 2022 Expansion Space, at Landlord's sole cost and expense. Tenant acknowledges that it has had an opportunity to thoroughly inspect the 2022 Expansion Space and, except for the improvements to be made by Landlord as provided in the foregoing sentence, Tenant accepts the 2022 Expansion Space, in its existing "as is" condition, with all faults and defects and without any representation or warranty of any kind, express or implied, and Landlord shall have no obligation to make or pay for any improvements or renovations in or to the 2022 Expansion Space or to otherwise prepare the 2022 Expansion Space for Tenant's occupancy."

C. Rent. – 2022 Expansion Space. In accordance with Section 1.4 of the Lease, as of the Effective Date of this First Amendment, Rent for the Premises shall be increased by the amount of rent attributable to the 2022 Expansion Space, comprised of two thousand four hundred eighteen (2,418) rentable sq. ft. at the rental rate of \$2.03 per sq. ft.. Accordingly, Rent as of the Effective date shall be increased by Four Thousand Nine Hundred Eight and 54/100 Dollars (\$4,908.54), and shall be increased annually on August 1st thereafter as provided in Section 4.3. Tenant shall also pay Additional Rent with respect to the 2022 Expansion Space as provided in Section 4.5.

D. Building Percentage Share. The last sentence of Section 4.5.1 of the Lease is hereby deleted in its entirety and replaced with the following:

"Tenant's Building Percentage Share is equal to the fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Building, expressed as a percentage, and is currently 30.54% (24,139 RSF/79,037 RSF)."

E. Exhibit A-1, attached hereto, and by this reference is hereinafter made a part of the Lease.

3. Except to the extent the Lease is expressly 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 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 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”:

SR LAKES WATERFALL DE, LLC, a Delaware limited liability company

By: G&W Ventures, LLC, a California limited liability company, its Managing Member

By: _____
Matthew T. White, Manager

REDBIRD SR LAKES WATERFALL DE, LLC, a Delaware limited liability company

By: Bruce J. Cardinal Living Trust dated December 15, 1997, its Manager

Bruce J. Cardinal, Trustee

“TENANT”:

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

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

The SPI Director is authorized to sign this Lease pursuant to Board of Supervisors' Summary Action dated _____, 2023.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

RECOMMENDED FOR APPROVAL :

C. Warren Sattler, Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by:_____Date:_____

EXHIBIT A-1

[2022 Expansion Space]

2227 Capricorn Way
Second Floor

- Suite 206:
- 2,418 Square Feet

