

## SECOND AMENDMENT TO EQUESTRIAN FACILITIES LEASE

This Second Amendment (“Second Amendment”) dated as of \_\_\_\_\_, 2026 (“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 amended the Lease in order to extend the Term for one (1) year through April 30, 2026; and

**Whereas**, Landlord and Tenant desire to amend the Lease in order to extend the Term for an additional twelve (12) months through April 30, 2027; and

**Whereas**, Landlord has amended the rules and regulations applicable to the Lease and Tenant has reviewed them, understands them, and agrees to comply with them.

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, 2027 ("Term").

B. Section 5.1 of the Lease is hereby deleted in its entirety and replaced with the following:

"5.1 Prior Consent for Improvements and Alterations. Except as otherwise expressly provided in this Lease, Tenant shall not enlarge, remove, demolish, replace, or substantially alter any structure or substantial improvement, now or hereafter, in place on the Premises without Landlord's prior written consent. Without limiting the generality of the foregoing, Tenant agrees to secure Landlord's prior written consent to any proposed modifications to drainage features on the Premises."

C. Section 6.2 of the Lease is hereby deleted in its entirety and replaced with the following:

"6.2 Tenant's Duty to Maintain Exclusive Premises and Horse Loading Area. Throughout the term, Tenant shall, at Tenant's sole cost and expense, maintain the Exclusive Premises and the Horse Loading Areas, and all improvements therein, in good condition and repair, and in accordance with (a) all applicable federal, state and local laws, rules, ordinances, orders, regulations and other requirements, and (b) the requirements of all applicable insurance policies. Without limiting the generality of the foregoing, Tenant shall at all times operate, repair and maintain the Exclusive Premises and Horse Loading Area in a manner consistent with industry standards and practices such that the Premises are of a quality and nature comparable to other horse stable and riding operations in Sonoma County. It is the specific, bargained-for intent of the Parties hereto that Tenant's maintenance and repair obligations with respect to the Exclusive Premises and the Horse Loading Area shall be absolute and total, except for any maintenance or repair work caused by or arising from the sole active negligence or willful misconduct of Landlord, its employees, or agents, and that Landlord shall have no obligation or responsibility for such work, and that this provision has been specifically negotiated by the Parties and the Rent payable by Tenant reflects this negotiation. Any Casualty Loss (as defined in subsection 6.4.3 below) to any part or portion of the Premises caused by the willful or negligent act or omission of Tenant or Tenant's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, shall be promptly repaired by Tenant at Tenant's sole cost and expense, to the satisfaction of Landlord. Landlord may (but shall not be obligated to) make any repairs which are not made by Tenant

within a reasonable amount of time (except in the case of emergency when such repairs can be made immediately), and charge Tenant for the actual reasonable cost of such repairs as Additional Rent. Tenant shall be solely responsible for the design and function of all improvements constructed on the Premises by Tenant. Except for the Horse Loading Area, Tenant shall not conduct maintenance activities in the Non-Exclusive Premises, which portions of the Property are managed by Landlord with assistance from Sonoma County Regional Parks.”

D. Section 6.3 of the Lease is hereby deleted in its entirety and replaced with the following:

“6.3 Alterations. Landlord's approval is not required for Tenant's minor repairs, alterations, or additions to the Exclusive Premises, unless a permit is required. "Minor" means a construction cost not exceeding Five Thousand Dollars (\$5,000). "Construction costs" includes all that would constitute the basis of a valid claim or claims under the mechanics' lien laws in effect at the time the work is commenced for any demolition and any removal of existing improvements or parts of improvements as well as for preparation, construction and completion of all new improvements or parts of improvements. "Major" repairs, alterations, or additions are those not defined as minor above, all of which are subject to Landlord prior written approval. With the exception of any "Trade Fixtures" as defined in California Civil Code Section 1019, any alterations made shall remain on and be surrendered at the expiration or sooner termination of the term; provided, however, that Landlord may, at Landlord's sole election, demand the removal from the Premises of all fixtures and improvements or of certain fixtures or improvements or both as specified in the notice provided for below. Upon removal of any Trade Fixture or other improvement at the request of Landlord, any damage to the Premises shall be repaired by Tenant and the Premises shall be returned to its previous condition giving consideration to normal wear and tear of the Premises.”

E. Section 6.5 of the Lease is hereby added as follows:

“6.5 Signs. Notwithstanding the allowances of Section 6.3, Tenant shall not install or modify any signage on the Property without prior written approval from Landlord.”

2. Exhibit D to the Lease is hereby deleted and replaced in its entirety with Amended Exhibit D, attached hereto and incorporated herein by this reference.

3. 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.

4. This Second 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 SECOND 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 Second 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:

\_\_\_\_\_  
Sara Ortiz  
Admin Aide

Date: \_\_\_\_\_

AMENDED EXHIBIT D

**Additional Rules Applicable To Tenant's Operations**

1. Tenant shall provide evidence of annual health exams performed by a DVM (or equivalent, such as the Sonoma County Humane Society) for all horses on the Property.
2. Tenant shall provide evidence of routine care by a licensed farrier to occur no less than once per month.
3. Tenant shall make the facility improvements recommended by Dr. Horrell on or before December 31, 2023. These are as follows:
  - a. Make sure all t-posts are covered with a cap.
  - b. All temporary fencing consisting of t-posts and 2" electric tape should be electrified, if used at all.
4. Except as more limited use may be advised by a licensed veterinarian, Tenant shall not to use any of the significantly swayback horses for riders over 160 pounds and such horses shall not be used more than once daily for riders under 160 lbs.
5. Any horse exhibiting symptoms of injury, illness or fatigue shall not be used for trail rides until the horse is fully recovered, as determined by the appropriate professional.
6. Tenant shall house only the site manager on the Premises. Tenant is not permitted to house any other persons on the Property.
7. All structures not included in the Premises description shall not be used by Tenant or his employees for any purpose.
8. Tenant shall promptly comply with all orders that may be issued from time to time by any governmental authority, including Sonoma County Animal Services.
9. Tenant shall comply with Sonoma County Regional Parks - Policies, Rules, and Regulations, to the extent applicable to Tenant's use of the Property. Without limiting the generality of the foregoing, Tenant is informed and aware of the following rules applicable to Tenant's operations:
  - a) Dogs, cats and other pets are allowed only if they are on a leash, under control and attended at all times – even while swimming. Maximum leash length is six (6) feet. Any dog deemed by Landlord or Regional Parks to be noisy, vicious or dangerous, or a disturbance to other persons on the Property, shall be removed from the Property immediately upon request.
  - b) Gathering or cutting wood is prohibited.
  - c) Smoking is prohibited.
  - d) Fires are prohibited.

- e) Firearms are prohibited.
  - f) Hunting and fishing is prohibited.
  - g) Feeding, disturbing or harassing wildlife is prohibited.
10. Tenant is not permitted to use the Non-Exclusive Premises between sunset and sunrise, except as emergency circumstances may require. Tenant is informed and aware that on-site cameras are monitored to ensure compliance with this requirement, and others.
11. Tenant shall not use California State Parks Property without a permit. All rides originating on the Premises shall remain on the Premises, except as otherwise approved in writing by Landlord.