

THIRD AMENDMENT  
TO LEASE

This Third Amendment to Lease ("Third Amendment"), dated as of \_\_\_\_\_ ("Effective Date"), is by and between CORNERSTONE PROPERTIES II S, LLC, a California limited liability company (hereafter "CORNERSTONE"), **CPSA - NEOTOMAS, LLC**, a California limited liability company ("CPSA"), and **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). CORNERSTONE, CPSA, and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

R E C I T A L S

WHEREAS, CORNERSTONE and Tenant entered into that certain Lease dated June 1, 2018 ("Lease") for premises located at 1450 Neotomas Avenue, Santa Rosa, California; and

WHEREAS, CORNERSTONE and Tenant entered into that certain First Amendment to Lease dated November 5, 2019 ("First Amendment") to remove and add certain suites within the Building to the overall Premises;

WHEREAS, CORNERSTONE and Tenant entered into that certain Second Amendment dated October 27, 2020, to allow temporary occupancy of Suite 100 within the Building;

WHEREAS, CORNERSTONE is the entity defined as landlord in the original Lease, as subsequently amended, and CORNERSTONE requests that CPSA – NEOTOMAS, LLC, a California limited liability company (hereafter "CPSA" or "Landlord") be included as landlord under the Lease, and CORNERSTONE and CPSA represent and warrant that CPSA is a successor-in-interest to CORNERSTONE's ownership in the Premises such that it may fulfill the obligations as landlord under the Lease, as subsequently amended;

WHEREAS, the Parties desire to enter into a Third Amendment to the Lease in order to: (i) add to the Premises approximately two thousand six hundred and thirty-two (2,632) square feet of Rentable Area commonly known as Suite 120 located on the first floor of the Building ("Suite 120"); (ii) increase Premises' Rent by Five Thousand Three Hundred Ninety Five and 60/100 Dollars (\$5,395.60) per month to reflect the changes described in (i) and (ii) of this recital above; (iii) provide for a fifteen (15) day early occupancy period ("Early Access Period") for the Suite 120 Space; and (v) modify certain other terms and conditions as more particularly described below.

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. Each of the foregoing Recitals is true and correct.
2. The Parties agree that, as of the Effective Date of this Agreement, the definition of "Landlord" under the Lease, inclusive of subsequent amendments and this Third Amendment, shall include CORNERSTONE and CPSA, unless otherwise specifically noted.
3. Landlord has possession of the Suite 120. The purpose of this Third Amendment is to include Suite 120 in Tenant's leased Premises. The estimated delivery date is December 1, 2022. As used in this Lease, the term "Suite 120 Delivery Date" shall mean the date upon which all of the following have occurred (a) Landlord notifies Tenant that all improvements to Suite 120 set forth in Paragraph 4 of this Third Amendment are complete, (b) Suite 120 is ready for occupancy by Tenant in a broom clean condition, and (c) Tenant provides written confirmation that it is accepting Suite 120 in the condition offered by Landlord.
4. Effective as of the Suite 120 Delivery Date (estimated to be December 1, 2022), the Lease is modified as follows:
  - A. Exhibit A-1 attached to the First Amendment is hereby deleted and replaced with the attached Exhibit A-1, which shall be incorporated into the Lease.
  - B. Section 3. B. of the First Amendment is hereby deleted in its entirety and replaced with the following section, which shall replace Article 1.1 of the Lease:

"1.1 Lease of Premises. Commencing on the Suite 120 Delivery Date of Suite 120, Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in **Exhibit A-1** attached hereto ("Premises"), which are situated on the second floor and first floor of that certain three-story office building commonly known as **1450 Neotomas Avenue** ("Building"), which Building is situated on that certain real property commonly known as Sonoma County Assessor's Parcel Number 014-452-005 located in the City of Santa Rosa, County of Sonoma, State of California ("Real Property"). Subject to verification as provided in Subsection 1.4.2, the Rentable Area (as defined in Section 1.4) of the Premises is thirty-one thousand eight hundred seventy-seven (31,877) square feet and the Usable Area (as defined in Section 1.4) of the Premises is approximately twenty-seven thousand seven hundred

nineteen (27,719) square feet, while the Rentable Area of the Building is eighty-one thousand two hundred thirty-eight (81,238) square feet. For the purposes of clarity, the Premises is comprised of twenty-seven thousand one hundred sixty-five (27,165) square feet of Rentable Area in Suite 200 on the second floor and four thousand seven hundred twelve (4,712) square feet of Rentable Area on the first floor consisting of two thousand six hundred and thirty-two (2,632) square feet in Suite 120 and two thousand eighty (2,080) square feet in Suite 130. The Building, the areas servicing the Building, 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".

C. Article 2.6.3 of the Lease is hereby added to the Lease as follows:

"2.6.3 Tenant shall have the right to terminate the Lease for portions of the Premises comprising of Suites 200 and 130 commencing on the effective date of the Third Amendment. With respect to Suite 120, Tenant shall not exercise the right to terminate under this Article 2.6 prior to the thirty sixth (36<sup>th</sup>) month following the Suite 120 Delivery Date.

D. Section 3.C. of the First Amendment is hereby deleted in its entirety and replaced with the following section, which shall replace Article 4.1 of the Lease:

"4.1 Definition of "Rent". Commencing on the Suite 120 Delivery Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Sixty-Seven Thousand Six Hundred Eighty Seven and 45/100 Dollars (\$67,687.45), which is \$2.13 per square foot of Rentable Area per month for Suites 200 and 130, in addition to \$2.05 per square foot of Rentable Area per month for Suite 120. All Rent shall be paid in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 4.4. Landlord shall provide an invoice to Tenant no later than the 10<sup>th</sup> day of the preceding month for the following month's Rent, however failure by Landlord to deliver any such invoice to Tenant shall not relieve Tenant of the obligation to pay Rent. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord. Tenant shall not be responsible for any operating expenses or operating expense pass-throughs (e.g. expense stop or base year type) during the Lease Term."

E. All rental payments shall be made to CPSA. [LANDLORD TO CONFIRM]

F. Section 19.3 of the Lease is amended to change the address for Landlord as follows: [LANDLORD TO PROVIDE]

5. Prior to the Suite 120 Delivery Date, Landlord shall, at Landlord's expense, make the following improvements to Suite 120 (i) build out three (3) additional offices in Suite 120 as indicated in Exhibit A-2 of this Third Amendment and in a manner reasonably acceptable to Tenant (ii) make any necessary repairs and adjustments to existing Building systems serving Suite 120; (iii) professionally clean the carpets; (iv) patch and touch up the paint if necessary.

6. Provided there is no Tenant Default, Tenant shall not be required to pay Rent for the Suite 120 Space during the Early Access Period (as defined above).

7. Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this Third Amendment, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

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

9. This Third Amendment to Lease shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Third 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 THIRD 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 hereto have executed this Third Amendment as of the Effective Date.

“LANDLORD”:

**CPSA - Neotomas, LLC**, a  
California limited liability company

By: \_\_\_\_\_  
Alon Adani, Manager

“LANDLORD”:

**CORNERSTONE PROPERTIES II S, LLC**, a  
California limited liability company

By: \_\_\_\_\_  
[insert signatory]

“TENANT”:

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

By: \_\_\_\_\_  
Johannes Hoevertsz, Director  
General Services Department

The General Services Director, or General Services Deputy Director, is authorized to execute this Lease, pursuant to the Board of Supervisors’ Summary Action dated \_\_\_\_\_, 2022.

APPROVED AS TO FORM FOR TENANT:

\_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

\_\_\_\_\_  
Tina Rivera, Director  
Department of Health Services

\_\_\_\_\_  
Keith Lew, Deputy Director

General Services Department

**EXHIBIT A-1**  
**Premises**  
(Premises outlined in red)



**2nd Floor Plan (not to scale)**

**1st Floor Plan (not to scale)**

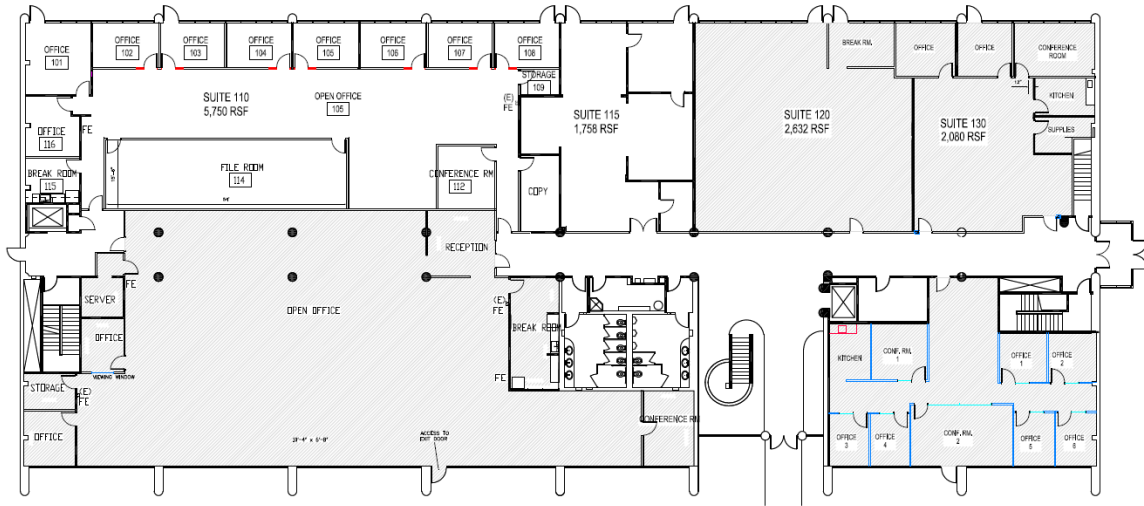


EXHIBIT A-2

Suite 120 space plan

