

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (“Second Amendment”) is made and entered into this ____ day of _____, 202_, 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, (successor-in-interest to SR OFFICE PROPERTIES LLC), 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 December 14, 2010 and First Amendment to Lease dated April 8, 2014 (collectively, the “Lease”), for that certain office space commonly known as 2227 Capricorn Way, Suites 100 and 101, Santa Rosa, California 95407 (the “Premises”). The Premises contains Forty Nine Thousand Seven Hundred and Thirty Nine (49,739) rentable square feet of floor area and is more particularly described in the Lease. Capitalized terms used but not defined in this Second Amendment shall have the meaning given to them in the Lease.
- B. Tenant rightfully exercised its first Extension Option on October 20, 2022 per the terms of Section 2.5 of the Lease to extend the Lease Term.
- C. Landlord and Tenant desire to amend the Lease in order to:
 - (i) extend the Lease Term for Five (5) years (the “First Extended Term”), which period shall commence July 1, 2023;
 - (ii) state the monthly Rent to be paid to Landlord by Tenant (pursuant to Article 4 of the Lease) during each calendar month during the First Extended Term;

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 the first five-year Extension Period, and the Lease Term will now expire on June 30, 2028. Tenant has two (2) remaining five-year Extension Options under Section 2.5 of the Lease.
- 2. Rent prior to July 1, 2023 (commencement of the First Extended Term) shall be as provided in Section 4.1 of the Lease.
- 3. Upon commencement of the First Extended Term, the Rent paid under Section 4.1 shall be as follows:

Period	Monthly Rent
7/1/23 – 6/30/24	\$84,556.30
7/1/24 – 6/30/25	\$87,092.99
7/1/25 – 6/30/26	\$89,705.78
7/1/26 – 6/30/27	\$92,396.95

7/1/27 – 6/30/28

\$95,168.86

4. Upon the commencement of the Extension Period on July 1, 2023, Section 4.1.1 of the First Amendment of the Lease shall have no force and effect. The Rent set forth in this Second Amendment shall be the total Rent owed by Tenant for the entire Premises.
5. The portion of Section 6.1 of the Lease that reads “Electricity and gas provided to the Premises (including electricity consumed in operating the HVAC system serving the Premises) shall be separately metered at Landlord's sole cost (including demand fees and connection charges), and shall be paid for by Tenant monthly within thirty (30) days after Landlord's demand. Landlord shall pay for water, sewer, and, during Building Hours, heat and air conditioning (other than electricity consumed in operating the HVAC system serving the Premises).” is deleted and replaced with “Tenant shall pay its pro rata share (based on the Rentable Area of the Premises compared to the Rentable Area of the Building) of the electric and gas charges incurred by Landlord for the Building on a monthly basis together with the payment of monthly Rent based on Landlord’s estimate in effect from time to time, subject to reconciliation on an annual basis.”
6. The terms and conditions contained in this Second 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 Second Amendment. Once this Second Amendment is fully executed, this Second 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.
7. Except to the extent the 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 Second 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.

[SIGNATURES ON FOLLOWING PAGE]

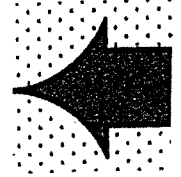
IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

"LANDLORD": SR LAKES WATERFALL DE LLC,
a Delaware limited liability company

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

By: Matthew T. White
Matthew T. White, Manager

RWS
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BR



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

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

By: Bruce J. Cardinal
Bruce J. Cardinal, Trustee

"TENANT": COUNTY OF SONOMA, a political subdivision of
the State of California

By: _____
Johannes Hoevertz
Director, General Services Department

The General Services Director is authorized to execute this Lease, pursuant to the Board
of Supervisors' Summary Action dated _____, 20__.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Angela Struckmann, Director
Human Services Department

Warren Sattler, Real Estate Manager