

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE ("Fourth Amendment") is made and entered into this ____ day of _____, 2023 (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 "Lessor", and the COUNTY OF SONOMA, a political subdivision of the State of California, herein referred to as "Lessee".

RECITALS

A. WHEREAS, Lessor and Lessee are the current parties to that certain lease entered into and dated May 8th, 1992 (the "Original Lease") for premises located at 1440 Guerneville Road, Building F, Santa Rosa, California, which premises contains approximately 12,931 square feet of office floor area and which premises are more particularly described in the Original Lease (the "Premises"). The Premises are located within that certain Office Complex known as Coddington Plaza, Santa Rosa, California. The Premises are comprised of 9,400 square feet of office space herein referred to as the "Primary Space" and 3,531 square feet of office space herein referred to as the "Surrender Space", both of which are more particularly described in the Original Lease, as amended. The term "premises" and "leased premises" as used in the Original Lease may at times also be referred to as the Premises;

B. WHEREAS, Lessor and Lessee entered into: (i) that certain First Amendment to the Original Lease on July 9th, 1996 ("First Amendment"); (ii) that certain Second Amendment to Original Lease on December 14th, 1999 ("Second Amendment"); and (iii) that certain Third Amendment to Original Lease on May 21st, 2013 ("Third Amendment"). All the forementioned amendments modified and amended the Original Lease. 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. WHEREAS, the initial term under the Lease as amended under Section 4 of the Third Amendment expires May 31st, 2023. Pursuant to Section 7 of the Third Amendment which replaced Section 23 of the Original Lease, Lessee was granted two (2) options to extend the initial term beyond May 31st, 2023 each for a period of five (5) years. Lessee elected not exercise the first five (5) year option, defined in the Third Amendment as the "First Extended Term";

D. WHEREAS, the term "initial term" may at times also be referred to as "term" or "lease term" and shall include the phrase "initial term" as used in the Lease;

E. WHEREAS, Lessor confirms that it has not delivered the Take Back Notice to Lessee as provided under Section 5 of the Third Amendment, therefore the Surrender Area remains part of the Premises and Lessee shall have access to and use of the Surrender Area, and shall pay the rent for said area as set forth herein; and

F. WHEREAS, Lessor and Lessee desire to amend the Lease in order to:

- (i) affirm that Lessee has not exercised the First Extended Term, which is the first of the two (2) five year options to extend the initial term beyond May 31st, 2023 provided under Section 7 of the Third Amendment and that said two (2) five year options are null and void and of no force or effect;
- (ii) affirm that the Parties desire to extend the lease term for a period of one (1) year from June 1st, 2023 to May 31st, 2024;
- (iii) state the monthly rent to be paid to Lessor by Lessee (pursuant to Section 4 of the Lease) during each calendar month during the one (1) year extended lease term; and

- (iv) further amend and/or modify the Lease as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby mutually agreed that as of the Effective Date of this Fourth Amendment to the Lease, the Lease is in part re-stated and/or amended and/or modified as follows:

1. Lessor and Lessee affirm, acknowledge and agree that Lessee has not exercised its option to extend the initial term (as the initial term is defined in Section 4 of the Third Amendment), known as the First Extended Term pursuant to Section 23 of the Lease, to extend the initial term beyond May 31st, 2023 as provided under Section 7 of the Third Amendment, and that both of the first and second five year options to extend are both null and void and of no force or effect.
2. Notwithstanding anything to the contrary in the Lease, Lessee and Lessor agree that the term of the Lease is extended for a period of one (1) year commencing June 1st, 2023 and expiring May 31st, 2024 (the "Extension Term"). Lessee has no rights to extend the term of the Lease beyond May 31st, 2024.

The phrase "lease term", "Lease term" or "term" wherever referred to in the Lease, this Fourth Amendment, and any/all subsequent Amendments, if any, includes the initial term as used or defined in the Original Lease and the First, Second and Third Amendments, the Extension Term herein, and any/all subsequent extensions to the lease term and/or holding over period(s), if any.

3. Notwithstanding anything to the contrary in the Lease, as of the Effective Date of this Fourth Amendment, during the Extension Term:
 - a. rent for the Primary Space is Seventeen Thousand Four Hundred Eighty-Four and No/100 Dollars (\$17,484.00) per month (\$1.86 per s.f. per month);
 - b. rent for the Surrender Space is Two Thousand Five Hundred Seventy-Seven and 63/100 Dollars (\$2,577.63) per month (\$.73 per s.f. per month);
 - c. therefore, total monthly rent for the Premises is Twenty Thousand Sixty-One and 63/100 Dollars (\$20,061.63) per month; and
 - d. Said monthly rent shall be paid on or before the tenth (10th) day of the respective calendar month as stated in Section 5 of the Original Lease and to Lessor at Lessor's Remittance Address stated in Section 5(b) of this Fourth Amendment.
4. Notwithstanding anything to the contrary in the Lease, Lessee may terminate this Lease upon ninety (90) days' prior written notice to Lessor. In the event Lessee terminates the Lease as provided for herein, Lessee shall be under no obligation to pay any unamortized amount of any tenant improvement expenditure or any unamortized leasing commissions figured.
5. **Section 21** of the Lease is hereby amended to provide that:
 - a. Lessor's address for notices is hereby changed to:

CODDING ENTERPRISES LP
1300 Coddington Center
Santa Rosa, California 95401
Attention: Lois Coddington

with a copy to: CODDING ENTERPRISES LP
P.O. Box 5800
Santa Rosa, California 95406
Attention: Lois Coddington

- b. Lessor's address for the remittance of Rent and all other monetary obligations to Lessor ("Remittance Address") is:

CODDING ENTERPRISES LP
P.O. Box 5800
Santa Rosa, California 95406

6. The terms and conditions contained in this Fourth Amendment constitute the entire agreement between Lessor and Lessee with respect to the subject matter herein and there are no other terms, covenants, promises, agreements, conditions, and/or understandings, between Lessor and Lessee, 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 Lessor and Lessee. 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 Lessor and Lessee.

7. Electronic Signatures. This Fourth Amendment may be executed by digital signatures (e.g., using AdobeSign, DocuSign or e-SignLive) and copies of this Fourth Amendment executed and delivered by means of digital shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The Parties may rely upon digital signatures as if such signatures were manually executed originals and agree that a digital signature page may be introduced into evidence in any proceeding arising out of or related to this Fourth Amendment as if it were an original manually executed signature page.

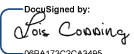
8. Except to the extent the Lease is expressly amended, modified, or supplemented hereby, all other provisions of the Lease, together with any Riders, Exhibits, and Amendments thereto is, and shall continue to be, in full force and effect as originally executed and/or previously amended, and nothing contained herein this Fourth Amendment shall be construed to modify, invalidate, or otherwise affect any other provisions of the Lease or any right of Lessor or Lessee arising thereunder.

[REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have signed this Fourth Amendment as of the day and year first above written.

“LESSOR”: CODDING ENTERPRISES LP,
a California limited partnership

By: CODDING INVESTMENTS, INC.,
a California corporation
Its General Partner

By:  DocuSigned by:
08DA173C2CA3495
LOIS CODDING
Vice President

[Lessee Signatures on Following Page]

“LESSEE”: **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 Amendment pursuant to Board of Supervisors’ Summary Action dated _____, 2023.

APPROVED AS TO FORM FOR LESSEE:

Deputy County Counsel

APPROVED AS TO CONTENT FOR LESSEE:

David Kiff, Director
Department of Health Services

Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

Certificate of Insurance on file with Department:
Reviewed by: _____ Date: _____, 2023.



CODDENT-CL

DWATTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402	CONTACT NAME:	FAX (A/C, No): (707) 525-4175	
	PHONE (A/C, No, Ext): (707) 525-4150	E-MAIL ADDRESS: info@gpins.com	
INSURED Coddling Enterprises A CA LP P.O. Box 5800 Santa Rosa, CA 95406	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Fireman's Fund Insurance Co.		21873
	INSURER B : State Compensation Insurance Fund		35076
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			USC015952220	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			9028628-21	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1440 Guerneville Road, Coddington Plaza, Santa Rosa, CA - Proof of Coverage

CERTIFICATE HOLDER

CANCELLATION

County of Sonoma Real Estate Division
2300 County Center Dr, Suite A220
Santa Rosa, CA 95403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fiscal Year 22/23		CERTIFICATE OF SELF-INSURANCE		Issue Date 01/23/2023
COVERED ENTITIES: County of Sonoma Sonoma County Agriculture Preservation and Open Space District Sonoma County Community Development Commission Sonoma County Fair and Exposition, Inc. Sonoma County Water Agency 575 ADMINISTRATION DR., 116-C SANTA ROSA, CA 95403-2881			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COVERED ENTITIES AND THE CERTIFICATE HOLDER.	
COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
General Liability	July 1, 2022	July 1, 2023	\$1,000,000 per occurrence, no aggregate; self-insured	
Automobile Liability	July 1, 2022	July 1, 2023	\$1,000,000 per occurrence; self-insured	
Workers' Compensation	July 1, 2022	July 1, 2023	Statutory Limits: \$300,000 permissibly self-insured; excess coverage through Public Risk Innovation, Solutions and Management	
Public Officials Errors and Omissions Liability	July 1, 2022	July 1, 2023	\$1,000,000 per wrongful act; no aggregate; self-insured	
Property	March 31, 2022	March 31, 2023	Replacement cost value	
Description of Operations/Locations/Vehicles/Special Items: As Respects CDC Leased premises at 1440 Guerneville Rd, Bldg F, Santa Rosa, CA where in Coddington Enterprises LP is landlord The Certificate Holder is an additional covered party to the extent required by the indemnification provisions of the above referenced contract. This shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the Covered Entities shown on this certificate. The Covered Entities agree to waive recovery rights against the Certificate Holder with respect to the above referenced contract if required in writing in the contract.				
Certificate Holder CODDINGTON ENTERPRISES LP 1300 Coddington Center Santa Rosa, California 95401 Attention: Lois Coddington		AUTHORIZED REPRESENTATIVE <i>/s/ Janell Crane</i> County of Sonoma Risk Manager 575 Administration Drive, Suite 116C Santa Rosa, CA 95403		

