

SECOND LEASE AMENDMENT

This shall be considered the SECOND LEASE AMENDMENT to the original CERTAIN LEASE dated November 5, 2013 (LEASE) by and between 490 MENDOCINO AVENUE T.I.C. (LESSOR) and THE COUNTY OF SONOMA (hereinafter referred to as LESSEE), for the PREMISES located in the County of Sonoma, State of California commonly known as 490 MENDOCINO AVENUE, SUITE 101, 102, 103, SANTA ROSA, CALIFORNIA, 95401 (9,605 Rentable Square Feet).

WHEREAS, Effective January 2, 2015, MORTON & CAROL ROTHMAN TRUST AND RUSSELL & FELICE SHATZ TRUST (hereinafter referred to as LESSOR) purchased the property and became the SUCCESSOR IN INTEREST for the original LESSOR for 490 MENDOCINO AVENUE, SANTA ROSA, CALIFORNIA, 95401.

WHEREAS, LESSOR and LESSEE desire to amend the CURRENT LEASE upon the terms and conditions hereinafter set forth in this SECOND LEASE AMENDMENT.

NOW THEREFORE, in consideration of the mutual covenants contained herein, as well as other valuable consideration, it is hereby agreed as follows:

CURRENT LEASE: The CERTAIN LEASE as defined above plus any related Exhibits and Addenda and Assignment and Assumption of Lease, the FIRST LEASE AMENDMENT, and this SECOND LEASE AMENDMENT shall collectively be referred to as the CURRENT LEASE.

TERM: The Term of the CURRENT LEASE shall be extended, **commencing on June 1, 2019 and expiring on September 15, 2019** (Expiration Date).

DATA CLOSET: LESSEE has a data closet located in Suite 206 under a separate lease that terminated on November 22, 2018. LESSOR agrees to allow LESSEE continued use of this closet on a month to month basis. LESSOR may terminate use of the data closet by giving LESSEE 30-Day written Notice. Subject to the term and termination provisions set forth in this paragraph, County's use of the closet in Suite 206 shall otherwise be upon all terms as set forth in the Lease.

BASE RENT: The monthly BASE RENT for the extended Term shall remain at \$21,760.90.

AUTHORITY: If either LESSEE or LESSOR hereto is a corporation, trust, limited liability company, partnership, or similar entity, each person executing this SECOND LEASE AMENDMENT on behalf of LESSEE or LESSOR represents and warrants that he or she is duly authorized and empowered to enter into and execute this SECOND LEASE AMENDMENT on behalf of LESSEE or LESSOR.

LESSOR INITIALS

LESSOR INITIALS _____

LESSEE INITIALS

INFORMED AND VOLUNTARY CONSENT: LESSEE and LESSOR have carefully read and reviewed this SECOND LEASE AMENDMENT including each term and provision contained herein. By the execution of this SECOND LEASE AMENDMENT, LESSEE and LESSOR acknowledge their informed and voluntary consent thereto. LESSEE and LESSOR hereby agree that, at the time this SECOND LEASE AMENDMENT is executed, the terms of this SECOND LEASE AMENDMENT are commercially reasonable and reflect the intent and purpose of LESSEE and LESSOR with respect to the PREMISES.

LEGAL AND TAX CONSEQUENCES: No representation or recommendation is made by any Real Estate Broker as to the legal sufficiency, legal effect or tax consequences of this SECOND LEASE AMENDMENT and the CURRENT LEASE. LESSEE and LESSOR are urged to seek advice of counsel or other professional advisors as to the legal and tax consequences of this SECOND LEASE AMENDMENT and the CURRENT LEASE.

FULL FORCE AND EFFECT: Except as otherwise provided for in this SECOND LEASE AMENDMENT, all terms and conditions of the CURRENT LEASE shall remain in full force and effect. This SECOND LEASE AMENDMENT, upon its execution by LESSEE and LESSOR, is herewith made an integral part of the CURRENT LEASE.

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

Lessor "Landlord": MORTON & CAROL ROTHMAN TRUST AND RUSSELL & FELICE SHATZ TRUST

By: Morton Rothman, Its: Partner

Date

LESSEE "Tenant": County of Sonoma, a political subdivision of the State of California

By: Director General Services Department

Date

The General Services Director, or his Deputy, 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:

Director
Department of Health Services

Marc McDonald, Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____