

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("First Amendment"), dated as of _____ ("Effective Date"), is by and between **CORNERSTONE PROPERTIES II S, LLC**, a California limited liability company ("Landlord") 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). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

R E C I T A L S

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

WHEREAS, Landlord and Tenant desire to amend the Lease in order to: (i) remove from the Premises that certain one thousand three hundred eighty-one (1,381) square feet of Rentable Area located in the basement of the Building ("Garage Space"); (ii) add to the Premises approximately two thousand eighty (2,080) square feet of Rentable Area commonly known as Suite 130 located on the first floor of the Building ("Suite 130 Space"), subject to Landlord obtaining possession of said Suite 130 Space from Health Services Integrations ("HSI") currently occupying same under lease; (iii) increase the Rent by One Thousand Nine Hundred Eighty Four and 50/100 Dollars (\$1,984.50) to reflect the changes described in (i) and (ii) of this recital above; (iv) provide for a fifteen (15)-day free occupancy period for the Suite 130 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. Landlord shall use best efforts to effectuate an amendment to its lease with HSI that requires HSI to relocate from the Suite 130 Space on or before October 1, 2019 (the "HSI Relocation Amendment"). As used in this Lease, the term "Suite 130 Delivery Date" shall mean the date upon which Landlord notifies Tenant that: (a) the HSI Relocation Amendment has been duly executed; (b) Landlord has possession of the Suite 130 Space; and (c) the Suite

Suite 130 Space is ready for occupancy by Tenant in a broom clean condition. In the event the HSI Relocation Amendment is not fully executed by Landlord and HSI on or before November 1, 2019 ("HSI Relocation Amendment Deadline"), then Landlord shall so notify Tenant, and thereafter both Landlord and Tenant shall each have the right to void this First Amendment upon ten (10) days' prior written notice to the non-voiding party. In the event either party voids this First Amendment, Tenant shall be allowed to occupy the Garage Space and Landlord shall make any required improvements thereto to render the Garage Space tenantable for Tenant's intended use thereof as office space. Accordingly, within fifteen (15) days of notice to the non-voiding party, the parties shall meet and confer to work out details for Tenant to safely occupy the Garage Space no later than ninety (90) days after the notice is given.

3. Effective as of the Suite 130 Delivery Date (as defined below), the Lease is modified as follows.

A. Exhibit A-1 attached to this First Amendment is hereby added to the Lease as Exhibit A-1.

B. Section 1.1 of the Lease is hereby deleted in its entirety and replaced with the following section:

"1.1 Lease of Premises. Commencing on the Commencement Date of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in **Exhibit A** attached hereto ("Premises"), which are situated on the second floor and in the basement 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 twenty-eight thousand five hundred forty-six (28,546) and the Usable Area (as defined in Section 1.4) of the Premises is twenty-five thousand three (25,003) 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 on the second floor and one thousand three hundred eighty-one (1,381) square feet of Rentable Area in the basement of the Building. Commencing on the Suite 130 Delivery Date, 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 first floor and the second 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 twenty-nine thousand two hundred forty-five (29,245) square feet, and the Usable Area (as defined in Section 1.4) of the Premises is twenty-five thousand six hundred fifteen (25,615) 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 on the second floor and two thousand eighty (2,080) square feet of Rentable Area located on the first floor of the Building. 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. Section 4.1 of the Lease is hereby deleted in its entirety and replaced with the following section:

"4.1 Definition of "Rent". Commencing on the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Fifty-Five Thousand Forty-Three and 25/100 Dollars (\$55,043.25) (\$1.95 per square foot of Rentable Area per month for the second floor portion of the Premises plus \$1.50 per square foot of Rentable Area per month for the basement portion of the Premises). Commencing on the Suite 130 Delivery Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Fifty-Seven Thousand Twenty-Seven and 75/100 Dollars (\$57,027.75) (\$1.95 per square foot of Rentable Area per month). 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 10th 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."

4. Landlord shall have no obligation to improve the Suite 130 Space prior to Tenant's occupancy thereof, except, prior to the Suite 130 Delivery Date, Landlord shall: (i) make any necessary repairs to existing Building systems serving and the tenant improvements existing in the Suite 130 Space; (ii) professionally clean the carpets in the Suite 130 Space; and (iii) touch up the paint if necessary.

5. Provided there is no Tenant Default, Tenant shall not be required to pay Rent for the Suite 130 Space during the first fifteen (15) days of occupancy thereof.

6. Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this First 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.

7. 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.

8. This First 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 FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

“LANDLORD”:

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

By: _____
Alon Adani, Manager

“TENANT”:

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

By: _____
Caroline Judy, 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 _____, 2019.

APPROVED AS TO FORM FOR TENANT:

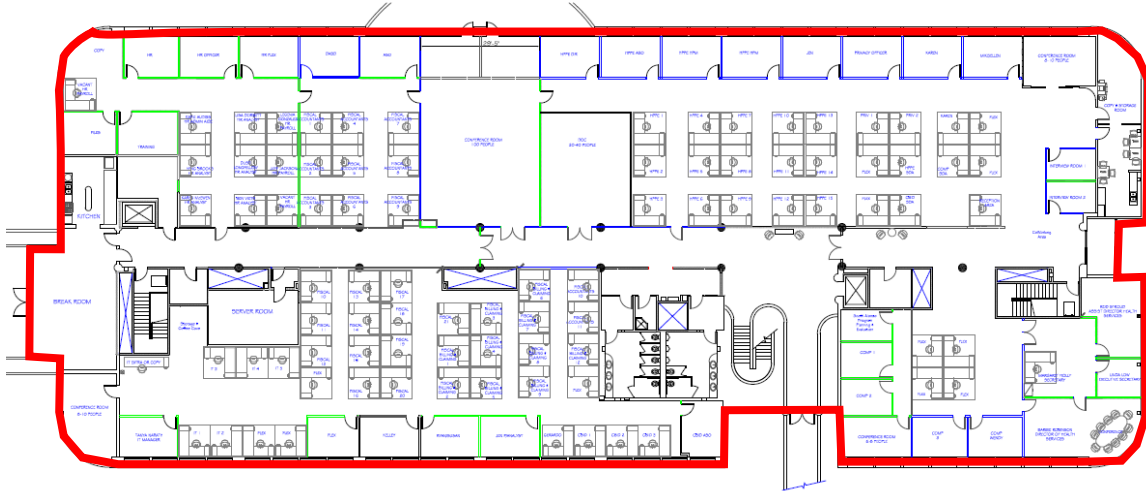
Elizabeth Coleman With, Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

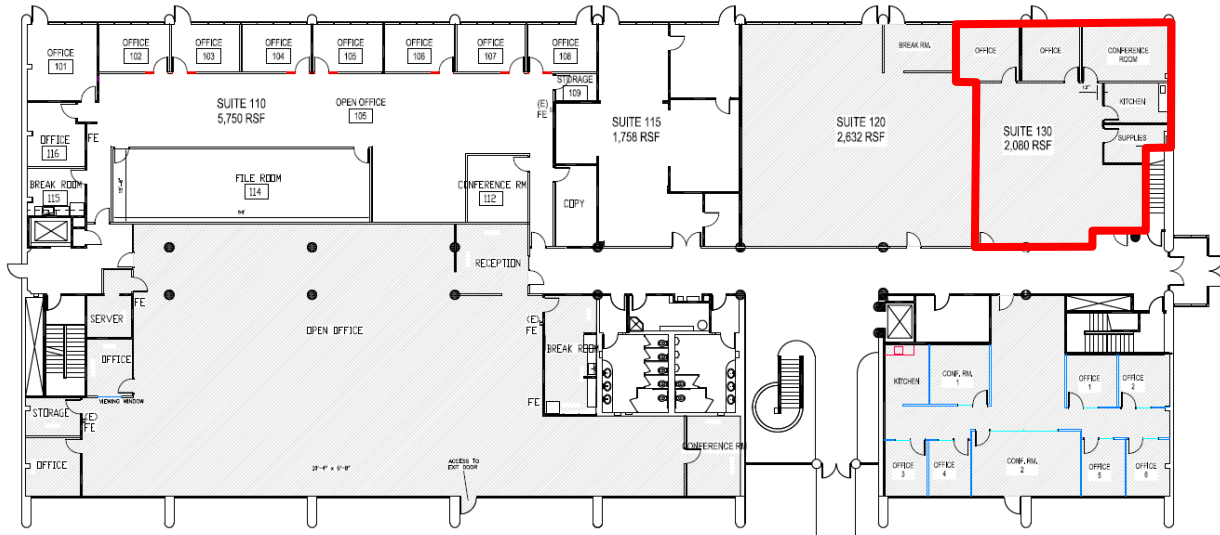
Barbie Robinson, Director
Department of Health Services

Marc McDonald, Real Estate Manager
General Services Department

EXHIBIT A-1
Premises
(Premises outlined in red)



2nd Floor Plan (not to scale)



1st Floor Plan (not to scale)