

FIFTH AMENDMENT TO LEASE

This Fifth Amendment ("Fifth Amendment"), dated as of _____, 2019 ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"), and **CROSS CREEK GROUP, INC.**, a California corporation ("Landlord"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below).

R E C I T A L S

WHEREAS, Landlord and Tenant entered into that certain Gross Lease dated October 28, 1991 ("Original Lease"), for certain real property located at 1375 North Dutton Avenue, Santa Rosa, California, said premises being more particularly described in the Original Lease ("Premises"); and

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Lease dated June 18, 1996 ("First Amendment"); and

WHEREAS, Landlord and Tenant entered into that certain Second Amendment to Lease dated October 21, 1997 ("Second Amendment"); and

WHEREAS, on September 24, 2001, Tenant properly exercised its option to extend the term of the Lease ("2001 Option Notice"); and

WHEREAS, Landlord and Tenant entered into that certain Third Amendment to Lease dated May 7, 2002 ("Third Amendment"); and

WHEREAS, on October 31, 2006, Tenant properly exercised its first option to extend the term of the Lease ("2006 Option Notice"); and

WHEREAS, on November 28, 2007, Tenant properly exercised its second option to extend the term of the Lease ("2007 Option Notice"); and

WHEREAS, Landlord and Tenant entered into that certain Fourth Amendment to Lease dated February 21, 2012 ("Fourth Amendment"); and

WHEREAS, the Original Lease as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and the 2001, 2006 and 2007 Option Notices is hereafter referred to as the "Lease"; and

WHEREAS, Landlord and Tenant desire to further amend the Lease in order to: (i) extend the term; (ii) provide for additional extension options; (iii) specify rental payments; (iv) provide for the refurbishment of the Premises; and (v) modify certain other provisions as more particularly set forth 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. The foregoing Recitals are true and correct.
2. Effective as of the Effective Date of this Fifth Amendment, the Lease is modified as follows:

A. Section 3 of the Lease is hereby deleted in its entirety and replaced with the following section:

“3. The initial term of this Lease shall commence on **January 1, 1992**, and expire on **January 31, 2025** (the “Initial Term”). Tenant may terminate this Lease upon one hundred eighty (180) days’ prior written notice to Landlord, for any reason or for no reason, as the case may be, whatsoever.”

B. Section 4 of the Lease is hereby deleted in its entirety and replaced with the following section:

“4. As Rent for said Premises, Tenant shall pay to Landlord, in lawful money of the United States, the following monthly rent:

a. For the period beginning February 1, 2020 through January 31, 2022, the sum of Twelve Thousand Two Hundred Eight and 50/100 Dollars (\$12,208.50) per month;

b. For the period beginning February 1, 2022 through January 31, 2023, the sum of Twelve Thousand Nine Hundred Forty-One and 01/100 Dollars (\$12,941.01) per month;

c. For the period beginning February 1, 2023 through January 31, 2025, the sum of Thirteen Thousand Seven Hundred Seventeen and 47/100 Dollars (\$13,717.47) per month.”

C. Section 26 of the Lease is hereby deleted in its entirety and replaced with the following section:

“26. Extension Options. Tenant is given two (2) successive options to extend the term of the Lease for two (2) years each (each an “Extended Term”; collectively, the “Extended Terms”; respectively, the “First Extended Term” and “Second Extended Term”) on all the provisions contained in this Lease, following expiration of the Initial Term, by giving notice of exercise of an option (“Option Notice”) to Landlord at least ninety (90) days before the expiration of the Initial Term or preceding Extended Term.

a. Rent for the First Extended Term shall be as follows:
For the period beginning February 1, 2025 through January 31, 2027, the sum of Fourteen Thousand Five Hundred Forty and 52/100 Dollars (\$14,540.52) per month, fully serviced;

b. Rent for the Second Extended Term shall be as follows:
For the period beginning February 1, 2027 through January 31, 2029, the sum of Fifteen Thousand Four Hundred Twelve and 95/100 Dollars (\$15,412.95) per month, fully serviced.”

D. The following is added as Section 32 of the Lease:

“32. Additional Work of Improvement. No later than one hundred eighty days (180) days after the Effective Date of this Fifth Amendment, Landlord, at Landlord’s sole cost and expense, and subject to Tenant’s prior written approval of the type, design, quality and colours of the paint and floor coverings, shall complete improvements as identified below. Landlord’s contractor(s) shall perform the work in a schedule acceptable to Landlord and Tenant. The Information Systems Department, Records and Information Manager, shall provide access to the Premises. County of Sonoma shall be responsible for lift and relocation of furniture and office items from the work area in order to ready the Premises for refurbishment work.

a. Repaint the lobby, offices and restrooms, as identified on Exhibit B-1, in colour(s) acceptable to Tenant and Landlord, prepping wall surfaces as appropriate to ensure a professional finish;

b. Replace all carpeting, in the areas as identified on Exhibit B-1, with Lees Faculty III or equivalent in a colour acceptable to Tenant;

c. Replace vinyl floor coverings in the restrooms, as identified on Exhibit B-1 with new vinyl floor covering;

d. Remove the wall panels in the two, single-restrooms, and re-paint these areas with paint appropriate for restroom finishes;

e. Repaint the white cabinets in the breakroom;

f. Repair the wooden single door leading into the mailroom; and repair the double-doors leading into the warehouse;

g. Repair or replace, if necessary, window blinds in the Premises.

In the event the improvements described in this Section 32 are not completed within the 180-day period from the Effective Date of this Fifth Amendment to Lease, the Tenant may complete the improvements and set off the Rent in an amount equal to the actual cost of such improvements. In the event the Landlord contracts for the construction of any portion of the

work, Landlord shall comply with applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding general prevailing wages.”

E. **Exhibit B-1** is hereby deemed attached to the Lease.

3. Except to the extent the Lease is specifically amended or supplemented hereby, the Lease, together with all exhibits incorporated therein, 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 Tenant arising thereunder.

4. This Fifth 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 Fifth 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 FIFTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIFTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

"Landlord": **CROSS CREEK GROUP, Inc.**, a
California corporation

By: _____
Jeffrey G. Zukin, President

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

By: _____
Caroline Judy, Director
Department of General Services

The General Services Director is authorized to sign this Fifth Amendment, pursuant to Board of Supervisors Summary Action dated _____, 2019.

APPROVED AS TO FORM FOR TENANT:

Elizabeth Coleman
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

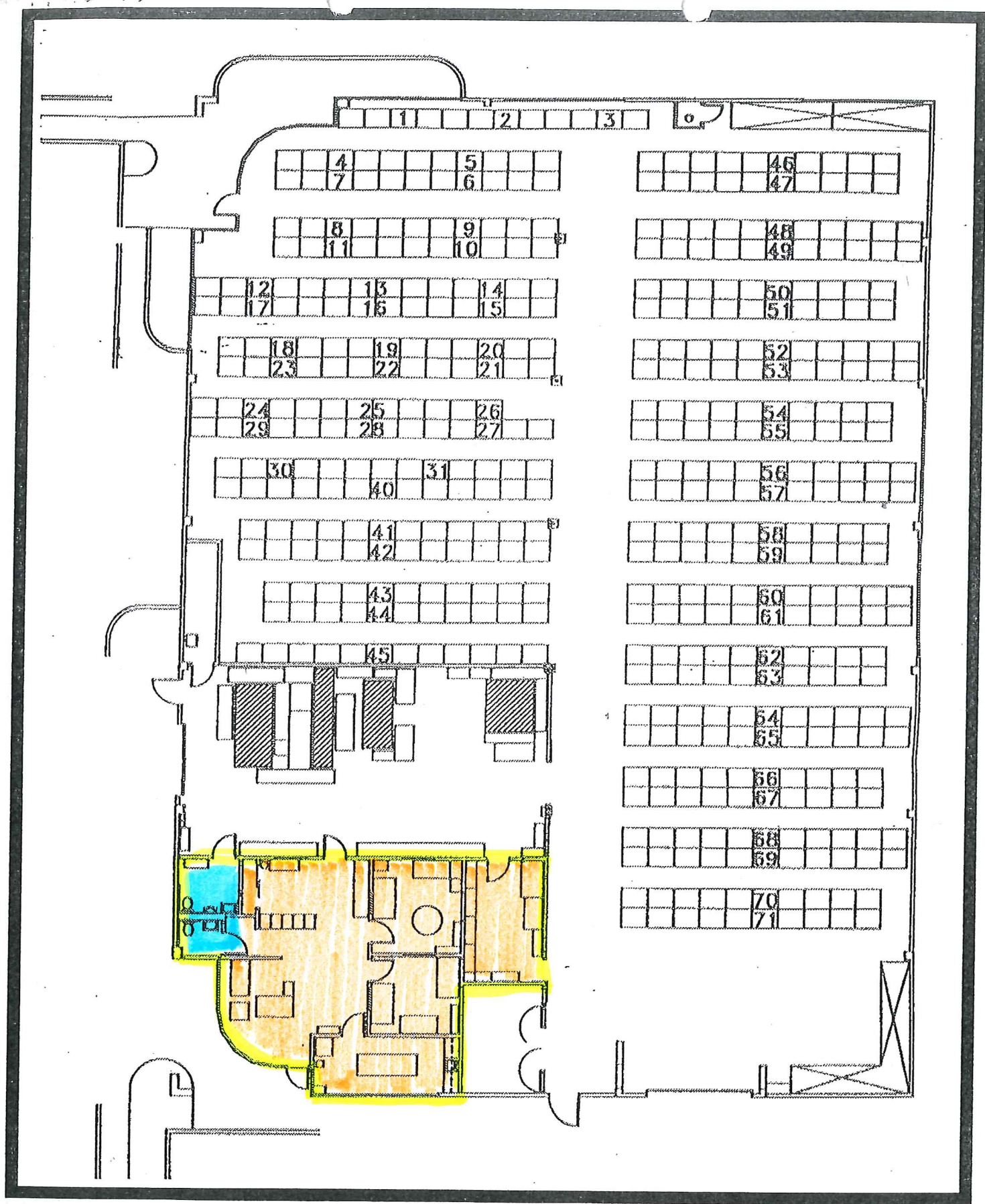
John Hartwig, Director
Information Systems Department

Marc McDonald
Real Estate Manager


CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

EXHIBIT B-1



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-  LINOLEUM FLOORING
-  CARPETING
-  ENCLOSED AREAS TO BE PAINTED