

## SEVENTH AMENDMENT TO LEASE

This Seventh Amendment to Lease (“Seventh Amendment”), dated as of August 1, 2020 (“Effective Date”), is by and between PAPEETE, LLC, a California limited liability company (“Landlord”), successor-in-interest to SONOMA GROWTH FUND XIV, a California limited partnership, and the SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, a public agency formed pursuant to the provisions of Public Resources Code Section 5500 *et. seq.* (“District”), assignee of the Sonoma County Open Space Authority (“Original Tenant”). Landlord and District are sometimes collectively referred to herein as the “parties” and singularly as “party”. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below).

### RECITALS

WHEREAS, Landlord and Original Tenant entered into that certain Lease dated June 6, 1996 (“Original Lease”) for premises located at 747 Mendocino Avenue, Santa Rosa, California (“Premises”); and

WHEREAS, Original Tenant and the District entered into that certain sublease dated March 26, 1996 (“Sublease”), as amended, whereby District subleases approximately eight thousand thirty-eight (8,038) rentable sq. ft. of improved office space from Original Tenant (“Subleased Premises”); and

WHEREAS, on February 28, 2001, Original Tenant properly exercised its first option to extend the term of the Lease; and

WHEREAS, Landlord and Original Tenant entered into that certain First Amendment to Lease dated August 21, 2001 (“First Amendment”) to confirm the expiration date of the Lease and to enlarge the Premises by approximately one thousand four hundred seventy-four (1,474) rentable square feet; and

WHEREAS, Landlord and Original Tenant entered into that certain Second Amendment to Lease dated February 9, 2006 (“Second Amendment”) to further amend the lease in order to, among other things: (i) extend the term; (ii) specify rental payments; and (iii) provide for additional work of improvements to the Premises; and

WHEREAS, Landlord and Original Tenant entered into that certain Third Amendment to Lease dated January 8, 2008 (“Third Amendment”) in order to, among other things: (i) expand the premises by approximately one thousand two hundred sixty-three (1,263) square feet; (ii) provide for work of improvements; (iii) provide for additional options; and (iv) specify rental payments; and

WHEREAS, in accordance with the provisions in Section 15 of the Lease, Original Tenant assigned all of its right, title and interest in the Lease and delegated all of its obligations thereunder to the District pursuant to that certain Assignment of Lease dated March 31, 2011 (“Assignment”), by and between Original Tenant and District; and

WHEREAS, Landlord and Original Tenant entered into that certain Fourth Amendment to Lease dated December 13, 2011 ("Fourth Amendment") in order to: (i) confirm that Original Tenant properly exercised its option with respect to the First Extended Term of the Lease; (ii) expand the Premises by approximately eight hundred ninety-two (892) sq. ft.; (iii) provide for work of improvements; and (iv) specify monthly rental payments; and

WHEREAS, on September 9, 2016 the Parties entered into that certain Fifth Amendment to lease dated May 2, 2016 ("Fifth Amendment") in order to (i) expand the Premises by approximately 309 square feet and (ii) specify monthly rental payments; and

WHEREAS, on August 14, 2018 the Parties entered into that certain Sixth Amendment to lease dated May 2, 2016 ("Sixth Amendment") in order to (i) extend the term; (ii) specify rental payments; (iii) provide for additional work of improvements to the Premises; and (iv) update addresses for purposes of giving notice; and

WHEREAS, the Original Lease as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment, is hereafter referred to as the "Lease"; and

WHEREAS, District is hereafter referred to as the "Tenant"; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

1. The foregoing Recitals are true and correct and are hereby incorporated and expressly made a part of this Seventh Amendment,

2. Effective as of the Effective Date of this Seventh Amendment, the Lease is hereby amended as follows:

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

"1.1 . Description. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, those certain premises outlined in red on Exhibit A and Exhibit A-1 ("Original Space"), Exhibit A-2 ("2007 Expansion Space"), Exhibit A-3 (2011 Expansion Space"), Exhibit A-4 ("2016 Expansion Space"); and Exhibit A-5 ("2020 Expansion Space") attached hereto and by this reference made a part hereof; which Original Space, 2007 Expansion Space, 2011 Expansion Space, and 2020 Expansion Space are hereinafter collectively referred to as the "Premises", which Premises are located on the first and second floors of that certain office building (hereinafter called the "Building") at 747 Mendocino Avenue, in the City of Santa Rosa, County of Sonoma, State of California. The Rentable Area of the Original Space is approximately six thousand seven hundred seventy-five (6,775) sq. ft. The Rentable Area of the 2007 Expansion Space is

approximately one thousand two hundred sixty-three (1 263) sq. ft. The Rentable Area of the 2011 Expansion Space is approximately eight hundred ninety-two (892) sq. ft. The Rentable Area of the 2016 Expansion Space is approximately three hundred and nine (309) sq. ft. The Rentable Area of the 2020 Expansion Space is approximately two thousand three hundred and fifty eight square feet (2,358 sq.ft.). The total Rentable Area of the Premises comprises approximately Eleven Thousand Seven Hundred Eight Nine (11,789) sq.ft."

- B. Section 2.5 of the Lease is hereby deleted in its entirety and replaced with the following section:

"Tenant may terminate this Lease for any reason or no reason with written notice to Landlord, which notice shall specify a termination date no less than 180 days after delivery of such notice to Landlord. If Tenant exercises its right to terminate this Lease, pursuant to the terms of this Section 2.5, then this Lease shall terminate effective as of the termination date provided in Tenant's notice with the same force and effect as if the Lease were scheduled to expire in accordance with its terms as of such date. In no event shall Tenant be obligated to pay any early termination fee or accelerated rent of any kind to Landlord."

- C. Section 2.6 of the Lease is hereby deleted in its entirety and replaced with the following section:

"2.6 2020 Extension Term. Effective upon execution of the Seventh Amendment to Lease, the term of this Lease is extended until July 31, 2022."

- D. Section 4.2 of the Lease is hereby deleted in its entirety and replaced with the following section;

"4.2 Rental Amounts During Initial Term, First Extended Term and month-to-month tenancy. Tenant shall pay to Landlord, in lawful money of the United States, the following rental amounts:

a) From the Commencement Date until the Expansion Space Availability Date (as defined in that certain First Amendment to Lease dated August 21, 2001), Tenant shall pay to Landlord, In lawful money of the United States, the sum of Seven Thousand One Hundred Fifty-Six and 35/100 Dollars (\$7,156.35) per month (the "Minimum Monthly Rent");

b) For the period commencing on the Expansion Space Availability Date through July 31, 2002, the sum of Ten Thousand Eight Hundred Thirty and 09/100 Dollars (\$10,830.09) per month;

c) For the period commencing on August 1, 2002 through July 31, 2003, the sum of the sum of Eleven Thousand One Hundred Fifty-Four and 99/100 Dollars (\$11, 154.99) per month;

d) For the period commencing on August 1, 2003 through July 31, 2004, the sum of Eleven Thousand Four Hundred Eight-Nine and 65/100 Dollars (\$11,489.65) per month;

e) For the period commencing on August 1, 2004 through July 31, 2005, the sum of Eleven Thousand Nine Hundred Forty-Nine and 23/100 Dollars (\$11,949.23) per month;

f) For the period commencing on August 1, 2005 through July 31, 2007, the sum of Twelve Thousand One Hundred Fifty-Eight and 94/100 Dollars (\$12,158.94) per month;

g) For the period commencing on August 1, 2007 and the date which is one (1) day prior to the 2007 Expansion Space Substantial Completion Date, the sum of Twelve Thousand Four Hundred Two and 12/100 Dollars (\$12,402.12) per month;

h) For the period commencing on the 2007 Expansion Space Substantial Completion Date through July 31, 2008, the sum of Fourteen Thousand Seven Hundred Nine and 54/100 Dollars (\$14,709.54) per month;

i) For the period commencing on August 1, 2008 through July 31, 2009, the sum of Fifteen Thousand Three and 73/100 Dollars (\$15,003.73) per month;

j) For the period commencing on August 1, 2009 through July 31, 2010, the sum of Fifteen Thousand Six Hundred Three and 88/100 Dollars (\$15,603.88) per month;

k) For the period commencing on August 1, 2010 through June 30, 2011, the sum of Sixteen Thousand Two Hundred Twenty-Eight and 04/100 Dollars (\$16,228.04) per month;

l) For the period commencing on July 1, 2011 through July 31, 2013, the sum of Fourteen Thousand Eight Hundred Seventy and 30/100 Dollars (\$14,870.30) per month;

m) For the period commencing on August 1, 2013 through July 31, 2015, the sum of Fifteen Thousand Two Hundred Seventy-Two and 20/100 Dollars (\$15,272.20) per month;

n) For the period commencing on August 1, 2015 through July 31, 2016, the sum of Fifteen Thousand Six Hundred Seventy-Four and 10/100 Dollars (\$15,674.10) per month.

o) For the period commencing on August 1, 2016 through July 31, 2017, the sum of Sixteen Thousand One Hundred Twenty-Four and 10/100 Dollars (\$16,124.10) per month;

p) For the period commencing on August 1, 2017 through July 31, 2018, the sum of Sixteen Thousand Five Hundred Twenty-Six and No/100 Dollars (\$16,526.00) per month.

q) For the period commencing on August 1, 2018 through July 31, 2019 the sum of Eighteen Thousand Thirty Four and 93/100 Dollars (\$18,034.93) per month;

r) For the period commencing on August 1, 2019 through July 31, 2022 the sum of Eighteen Thousand Five Hundred Fourteen and 39/100 Dollars (\$18,514.39) per month.

3. Exhibit A-5, attached hereto, is hereby deemed attached to and incorporated into the Lease.

4. Except to the extent the Lease is specifically amended or supplemented by this Seventh Amendment, 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 construed to modify, invalidate or otherwise affect any provision of the Lease or any right of Tenant arising thereunder.

5. This Seventh 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 Seventh 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 SEVENTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SEVENTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.**

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

“LANDLORD”: **PAPEETE, LLC**, a California limited liability corporation

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

“TENANT”: **SONOMA COUNTY AGRICULTURAL PRESERVATION & OPEN SPACE DISTRICT**, a public agency formed pursuant to the provisions of Public Resources Code Section 5500 *et. seq.*

By:\_\_\_\_\_  
Bill Keene, General Manager

APPROVED AS TO FORM  
FOR TENANT:

\_\_\_\_\_  
Lisa Pheatt  
Deputy County Counsel

CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT

Reviewed by:\_\_\_\_\_ Date: \_\_\_\_\_