

## **FIRST AMENDMENT TO COMMERCIAL LEASE**

THIS FIRST AMENDMENT TO COMMERCIAL LEASE (hereafter referred to as the "First Amendment") is entered into as of the \_\_\_\_\_ January, 2021 (hereafter referred to as the "Date of Amendment"), by and between THE COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter referred to as "Tenant") and 3725 Westwind SR LLC, a limited liability company (hereinafter referred to as the "Landlord").

### **RECITALS:**

A. Landlord and Tenant are parties to that certain Lease dated as of February 4, 2011, by and between Tenant and Landlord's predecessor in interest, Gilmore Development Properties, Inc., a California corporation (hereinafter referred to as the "Lease"), covering the lease and hire of approximately 23,722 square feet of rentable area office space located on the second floor of Building Y of Westwind Business Park, located in the unincorporated area of the County of Sonoma, State of California (hereinafter referred to as the "Premises").

B. Landlord and Tenant desire to amend the Lease as set forth herein.

C. All terms used in this First Amendment with their first letter capitalized shall have the same mean ascribed to such terms in the Lease, unless clearly defined to the contrary herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter covenanted and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **AGREEMENT:**

1. Incorporation of Recitals. The recitals to this First Amendment are incorporated herein by this reference and constitute a material part hereof. The parties hereby represent and warrant that the recitals are true and accurate in all material respects.

2. Premises. The Rentable Area (as defined in Section 1.4 of the Lease) and the Usable Area (as defined in Section 1.4 of the Lease) of the Premises are twenty-three thousand seven hundred twenty-two (23,722) square feet and twenty-one thousand three hundred eighty (21,380) square feet, respectively, located on the second floor of the Premises.

3. Commencement and Term. The terms of this First Amendment will take effect on June 1, 2021 and expire on May 30, 2024.

4. Base Rent. The base rent schedule for the term of the lease is as follows:

June 1, 2021 - May 31, 2022	\$1.80 per square foot of rentable office space per month, net of utilities
June 1, 2022 - May 31, 2023	\$1.85 per square foot of rentable office space per month, net of utilities

June 1, 2023 - May 31, 2024

\$1.91 per square foot of rentable office space per month, net of utilities

Base Rent for each Option Term shall be equal to the Rent for the month immediately preceding plus 3%, and as adjusted by the improvements contemplated by paragraph 7 below, with additional 3% increases at the beginning of each year of the Option Term.

5. Security Deposit. No additional security deposit will be provided.

6. Options to Extend. Tenant shall have two (2) options to extend the Lease, each option for a single 36-month period, based on the terms of the then-current Lease. The Extension Options shall be personal to Tenant and may not be assigned or transferred to a non-affiliated third party. The Extension Options must be exercised by Tenant, if at all, only at the time and in the manner provided in Subsection 2.5.3. of the Lease.

7. Tenant Improvements Prior to First Option Term. If Tenant properly exercises its First Option to extend the Lease term, then prior to June 1, 2024, Landlord shall repaint the Premises and install new carpeting throughout the Premises and second floor common area, including moving/lifting of Tenant's furniture during non-business hours. \$0.17 will be added to the base rent at the beginning of Tenant's First Option Period.

8. Landlord Warranties. Landlord warrants that it has good and marketable title to the Property with the legal right to enter into and to consummate the lease transaction contemplated herein and has full power to perform under the Lease. Landlord represents that the Premises is free and clear of all tenancies or other rights of third parties that would conflict with the rights of Tenant for its intended use.

9. Landlord's Obligations. Landlord shall protect the Property and the Premises against damage from any work done by Landlord, Landlord's agents, lessees, sublessees, etc.

Landlord agrees to maintain the Building and the Premises in first-class condition appropriate for a building of this type and this location.

10. Insurance. Landlord shall maintain insurance in amount(s) as required by Tenant's Risk Management Department. Landlord acknowledges that Tenant is self-insured.

11. No Third Party Consent. No consent of any third party is required as a condition to entering into the Lease by Landlord.

12. Brokerage Fee. There are no brokerage fees or commissions to be paid by Tenant in connection with the Lease.

13. Lease in Full Force and Effect. Except as amended by this First Amendment, the Lease dated February 4, 2011, shall remain in full force and effect. In the event of a conflict between the terms of the Lease and this First Amendment, the terms of this First Amendment shall be controlling.

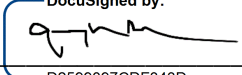
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date specified above.

**LANDLORD:**

3275 Westwind SR LLC,  
a California limited liability company

**TENANT:**

The County of Sonoma, a political  
subdivision of the State of California

By:  \_\_\_\_\_  
Gary Van Acker, Manager

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