

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Third Amendment"), dated as of _____, 2021 ("Effective Date") is by and between Richard D. Schram and Katherine O. Schram 1989 Revocable Trust, dated April 28, 1989 ("Landlord") and the County Of Sonoma, a political subdivision of the State of California ("Tenant"). Landlord and Tenant 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 Tenant entered into that certain Lease dated May 22, 2020 ("Lease"), for premises located at 3130 Regional Parkway, Santa Rosa, Sonoma County, California ("Premises"); and

WHEREAS, Landlord and Tenant entered into a First Amendment to Lease dated October 21, 2020, in order to extend the term of the Lease three (3) additional months; and

WHEREAS, Landlord and Tenant entered into a Second Amendment to Lease dated January 16, 2020, in order to extend the term of the Lease three (3) additional months; 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. Effective as of the Effective Date of this Third Amendment, the Lease is modified as follows:

A. Lease term shall be extended one (1) year ("Extended Term"), with the Lease expiration date to be April 30, 2022.

B. **ARTICLE 4 Section 4.1 Definition of "Rent"--Limited Setoff**, shall be amended as follows:

Commencing on the Commencement Date of the Extended Term, Tenant shall pay to Landlord rent ("Base Rent") in equal monthly installments of Nine Thousand Eight Hundred Ninety-nine and 33/100 dollars (\$9,899.33), (\$1.128 per square foot Gross of the Rentable Area per month), in advance on or before the first (1st) day of every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 5.1 and Section 20.2. All sums payable by Tenant to Landlord under this Lease, including without limitation Base Rent, shall be deemed "Rent". Payment of Rent shall be made at the address set forth

in Section 19.2 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.

- C. Landlord grants to Tenant one (1) Option to extend the Lease Term for a period of one (1) year with the Lease expiration date to be April 30, 2023 ("Option Term"), with exercise of Option subject to the conditions described in Section 2.2 of the Lease. Base Rent during this Option Term shall be Ten Thousand One Hundred Ninety-six and 31/100 dollars (\$10,196.31) per month.

2. 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 Tenant or Landlord arising thereunder.

3. This Third 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 Third 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 THIRD AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS THIRD AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

"LANDLORD":

Richard D. Schram and Katherine O. Schram
1989 Revocable Trust, dated April 28, 1989

By:  

Print Name: RICHARD SCHRAM
KATHERINE SCHRAM

Title: LANDLORDS

"TENANT":

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

By: _____
Caroline Judy, Director
General Services Department

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Barbie Robinson, Director
Department of Health Services

Keith Lew, Deputy Director, Deputy Director
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____