

FIRST AMENDMENT
TO MASTER PHF LEASE AND DEVELOPMENT AGREEMENT

This First Amendment to the Master PHF Lease and Development Agreement ("First Amendment"), dated as of _____ ("Effective Date"), is by and between the County of Sonoma ("County") and University Partners, LLC, a California limited liability company ("Provider"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below).

R E C I T A L S

WHEREAS, County and Provider entered into that certain Master PHF Lease and Development Agreement ("Agreement") dated July 15, 2020, for premises located at 7440 Los Guilicos Road, Santa Rosa, California (the "Premises") as more particularly described in the Agreement; and

WHEREAS, County and Provider desire to amend the Agreement in order to allow for a twenty-year term for PHF occupancy and use after the time needed for PHF development.

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. Incorporation of Recitals; Capitalized Terms. The recitals set forth above are incorporated into and made part of this Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. Term. Paragraph 2.1 of the Agreement is hereby deleted and replaced with the following:

The term of this Agreement (the "Term") shall commence on the Effective Date and shall end on the earlier of (a) the last day of the month that is twenty (20) years after the PHF Commencement Date as that term is defined in Paragraph 13.3 of the Agreement or (b) December 31, 2044, unless sooner terminated as provided herein.

3. Memorialization of PHF Commencement Date. Exhibit H, attached hereto, is hereby added to the Agreement. The parties shall execute Exhibit H within five business days of the PHF Commencement Date. Exhibit H shall memorialize the PHF Commencement Date for purposes of the Agreement.

4. Miscellaneous.

A. *Full Force and Effect.* Except as modified herein, the Agreement and all of the terms and provisions thereof will remain unmodified and in full force and effect as originally written.

B. *Conflicting Provisions.* In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of this First Amendment, the provisions of this First Amendment will control.

D. *Governing Law; Venue.* This First Amendment will be governed by and construed under the laws of the State of California without regard to California conflict of law provisions. 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.

E. *Counterparts.* This First Amendment may be executed by the parties hereto in counterparts, each of which will be deemed to be an original, but all such counterparts will constitute one and the same instrument, and all signatures need not appear on any one counterpart. A copy of this Amendment executed and delivered by facsimile, electronic mail in ".pdf" format, or any electronic signature complying with the California Uniform Electronic Transactions Act and the U.S. federal ESIGN Act of 2000 (e.g., DocuSign) will be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

F. *Authorization.* To the extent that any party is not an individual, each party hereby represents and warrants that this First Amendment has been approved by all necessary action, and is a binding agreement enforceable in a court of law.

COUNTY AND PROVIDER 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.

[SIGNATURE PAGE FOLLOWS]

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

FOR PROVIDER:

University Partners, LLC,
a California limited liability company

By: _____

Name:

Its:

Date: _____

FOR COUNTY OF SONOMA:

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

By: _____

Name: Caroline Judy

Its: Director of General Services

Date: _____

APPROVED AS TO FORM:

Deputy County Counsel

Date: _____

EXHIBIT H

[Memorialization of PHF Commencement Date]

COUNTY and PROVIDER hereby acknowledge that the PHF Commencement Date as defined in the Master PHF Lease and Development Agreement dated July 15, 2020, for premises located at 7440 Los Guilicos Road, **Santa Rosa, California**, occurred on _____, 20____.

ACKNOWLEDGED BY COUNTY:

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

By: _____
Caroline Judy
Director, General Services

ACKNOWLEDGED BY PROVIDER:

University Partners, LLC, a California limited liability
company

By: _____
Manager