

## FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (“Fourth Amendment”), dated as of \_\_\_\_\_, 2021 (“Effective Date”) is by and between **NORTH BAY REALTY HOLDINGS, LLC**, a California limited liability company, 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 August 20, 2013 (“Original Lease”) for premises located at 141 Stony Circle, Santa Rosa, California (“Premises”); and

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Lease dated November 14, 2014 (“First Amendment”); and

WHEREAS, Landlord and Tenant entered into that certain Second Amendment to lease dated November 1, 2017 (“Second Amendment”); and

WHEREAS, by certified letter dated May 13, 2020, Tenant exercised its fourth option to extend the term for an additional year through October 6, 2021 (“May 2020 Option Notice”), and

WHEREAS, by certified letter dated September 11, 2020 (“September 2020 Letter”), Tenant terminated its lease for Suites 110 and 120, comprised of 5,286 rentable square feet of the Premises (“Cancelled Premises”) effective December 10, 2020; and Tenant continues to lease Suite 130, comprised of 1,747 rentable square feet (“Revised Premises”); and

WHEREAS, Landlord and Tenant entered into that certain Third Amendment to Lease dated March 2, 2021 (“Third Amendment”); which among other things extended the Lease term through October 6, 2022; and

WHEREAS, the Original Lease as modified by the First Amendment, Second Amendment, May 2020 Option Notice, September 2020 Letter, and Third Amendment is hereafter referred to as the Lease; and

WHEREAS, on August 2, 2021, pursuant to Section 1.5 of the Lease, Landlord notified Tenant of its intent to lease the Option Space to another potential tenant, and on August 19, 2021, Tenant notified Landlord of Tenant’s intent to exercise its first right as to the entire Option Space, pursuant to Section 1.5 of the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease in order to: (i) expand the Premises to include the entire Option Space; (ii) provide for certain additional related maintenance and repairs; (iii) extend the term of the Lease; (iv) specify rental payments; and (v) provide for certain other terms and conditions as set forth herein.

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. The following amendments to the Lease shall apply as of the Commencement Date, which notwithstanding anything in the Lease for purposes of this Amendment only shall mean the date that the Premises is made ready for Tenant occupancy in accordance with the Lease and as stated herein:

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

"1.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises which includes Suite 110 comprised of one thousand eight hundred ninety-nine (1,899) rentable sq. ft.; Suite 120 comprised of three thousand three hundred eighty-seven (3,387) rentable sq. ft.; Suite 130 comprised of one thousand seven hundred forty-seven (1,747) rentable sq. ft.; and Room 14 comprised of one hundred and one (101) rentable sq. ft., for a total of seven thousand one hundred thirty-four (7,134) rentable sq. ft., hereinafter collectively referred to as the "Premises", as depicted in **Exhibit A-6**, attached hereto and by this reference made a part hereof, which Premises are situated in that certain office building commonly known as 141 Stony Circle (the "Building"), located in the City of Santa Rosa, County of Sonoma, State of California. The Building, the areas servicing the Building, and the land on which the Building and those are located (as shown on the site plan attached to this Lease as **Exhibit B**) are sometimes collectively referred to as the "Real Property"."

B. The following section is hereby added to the Lease as Section 1.3.3:

"1.3.3 Premises-Related Repairs. Prior to Tenant's occupancy of the Premises, Landlord, at Landlord's sole cost and expense, shall repair the restroom facilities in Suite 110 to bring them in to operating, good working order in compliance with all laws and regulations and consistent with industry standard for like office space; and shall maintain these restroom facilities throughout the term of this Lease."

C. Section 2.1 of the Lease is hereby deleted in its entirety and replaced with the following section:

“2.1 Term. The term of this lease (“Lease Term”) shall commence on October 7, 2013 (“Commencement Date”), and shall expire on October 6, 2024 (“Lease Expiration Date”), subject to any option, renewal or extension rights of Tenant as provided for in this Lease.”

D. The following section is hereby added to the Lease as Section 4.1.2:

“4.1.2 Rent Abatement. Commencing on the Commencement Date, monthly rent shall be abated in a total amount of Forty-Two Thousand, Two Hundred Sixty-Two and 50/100 Dollars (\$42,262.50). Said abatement amount (and any remaining balance) shall be applied to monthly rent amounts otherwise due, until completely spent to \$0 balance.”

E. Section 2.5.2 of the Lease is hereby deleted in its entirety and replaced with the following:

“2.5.2 Rent. The monthly rent payable by Tenant shall be as follows, and subject to the rent abatement provided under Section 4.1.2:

a) For the period of October 7, 2020 through December 10, 2020, the sum of \$12,413.21 (\$1.76 per rentable sq. ft.);

b) For the period of December 11, 2020 through October 6, 2021, the sum of \$3,261.71 (\$1.76 per rentable sq. ft.);

c) For the period of October 7, 2021, through the earlier of either 1) the day preceding the Commencement Date, or 2) October 6, 2022, the sum of \$3,359.56 (\$1.82 per rentable sq. ft.);

d) For the period beginning on the Commencement Date of this Amendment through October 6, 2022, the sum of \$12,484.50 (\$1.75 per rentable sq. ft.);

e) For the period of October 7, 2022 through October 6, 2023, the sum of \$12,859.04 (\$1.80 per rentable sq. ft.);

f) For the period of October 7, 2023 through October 6, 2024, the sum of \$13,284.81 (\$1.86 per rentable sq. ft.)”

F. Section 2.6.1 is deleted in its entirety and replaced with the following:

“2.6.1 Non-Appropriation of Funds. Tenant may terminate this Lease in accordance with Section 2.6.3 below, with respect to all or part of the Premises upon ninety (90) days prior written notice to Landlord (“Termination Notice”) on the happening of any one or more of the following events: (a) the County Board of

Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Premises were leased; (c) the funding, whether County, State or Federal, for the program or agency for which the Premises are leased is reduced or withdrawn; or (d) County has approved and funded a new County Administration Center that Tenant will relocate its operations to, whether on County-owned or leased land, the construction of which shall be substantially completed no later than three hundred sixty-five (365) days after the date of the termination notice.”

G. **Exhibit A-6** is hereby deemed attached to the Lease.

3. Except to the extent the Lease is explicitly 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 construed to modify, invalidate or otherwise affect any provision of the Lease or any right of Tenant or Landlord arising thereunder.

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

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

"LANDLORD": **NORTH BAY REALTY HOLDINGS, LLC, a**  
California limited liability company

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

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

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

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

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

Caroline Judy, Director  
General Services Department

The General Services Director is authorized to sign this Fourth Amendment pursuant to Board of Supervisors' action dated \_\_\_\_\_, 2021.

APPROVED AS TO FORM FOR TENANT:

\_\_\_\_\_

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

\_\_\_\_\_

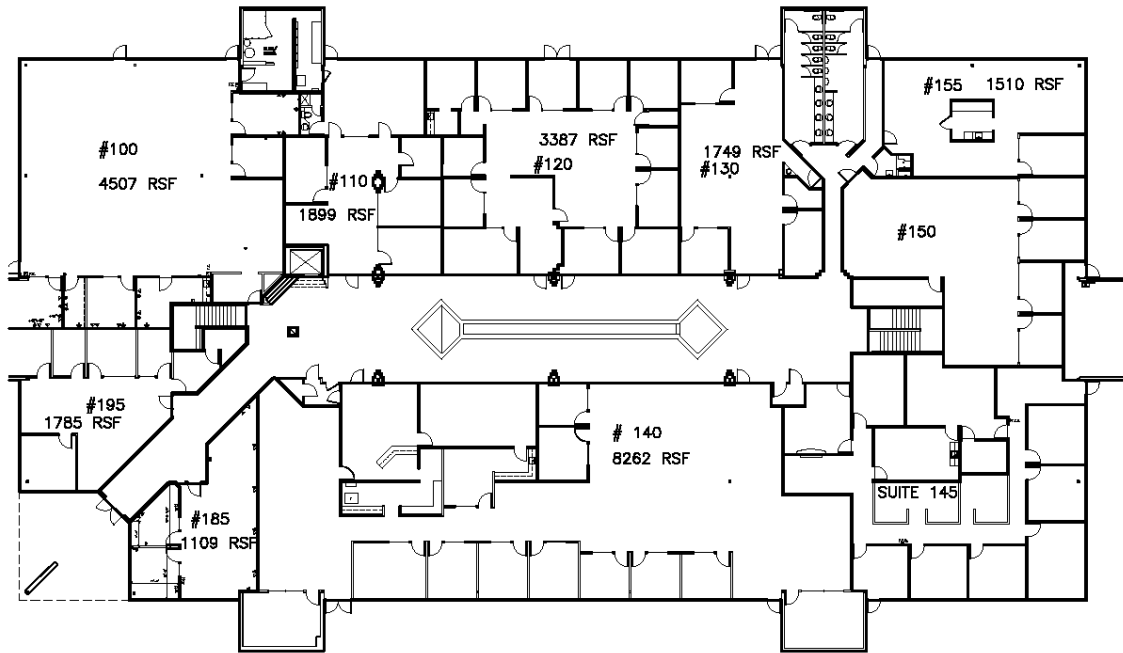
Sheba Person-Whitley, Executive Director  
Economic Development Board

CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT:

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

**EXHIBIT A-6**

[Depiction of Premises]



FIRST FLOOR - 141 STONY CIRCLE, SANTA ROSA, CA

