

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (“Amendment”) is made as of _____, by and between The Housing Authority of the City of Santa Rosa, (“Landlord”), and Southwest Community Health Center, doing business as (dba), Santa Rosa Community Health Centers, a California nonprofit corporation (“Tenant”).

RECITALS

On April 13, 2011, Landlord and Tenant entered into that certain Lease (“Lease”) commencing on April 1, 2011 and terminating March 31, 2021, for lease of the real property located at 983 Sonoma Avenue, commonly known as Sonoma County Assessor’s Parcel Number 009-171-029, and all existing improvements thereon.

Landlord and Tenant now desire to amend the Lease to extend the term of the Lease and add the following terms and conditions.

AMENDMENT

The parties hereby agree as follows:

1. **Extended Term; Renewal Options.** The term of the Lease shall be extended for two (2) years from April 1, 2021 through March 31, 2023 (“Extended Term”). Tenant shall have the right to request the Extended Term be extended for two (2) additional terms (“Renewal Terms”) of one (1) year each. Each Renewal Term shall be on the same terms and conditions as set forth herein. Tenant shall request in writing to Landlord that then current term be extended for each successive Renewal Term at least ninety (90) but not more than one hundred eighty (180) days prior to the expiration of the Extended Term or Renewal Term, as the case may be.
2. **Rent.** During the first year of the Extended Term, Tenant shall pay to Landlord the sum of Two Thousand Four Hundred and Nineteen and 05/100 Dollars (\$2,419.05) per quarter, payable in advance on the first day of each quarter commencing on April 1, 2021. Rent shall continue to increase by an amount equal to three percent (3%) of the then current monthly Rent, starting as of April 1, 2022 and on each anniversary thereafter during any Renewal Term. All references to the “Term” or “term” of the Lease shall mean and refer to the Extended Term and any Renewal Terms hereunder.
3. **Delivery of Possession.** Tenant agrees that the Premises shall continue to be leased in its “AS-IS” condition, and Landlord shall have no obligation to make any repairs or modifications to the Premises. Tenant acknowledges and agrees that Landlord has made no representations or warranties regarding the Premises, including, without limitation, its suitability for Tenant’s proposed use.
4. **Inspection by Certified Access Specialist.** Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which provides: “A Certified Access Specialist (CASp)

can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.” Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Landlord’s property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be Tenant’s responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

Tenant wishes to have a CASp inspection of the Premises Initials: _____

Tenant hereby waives its right to a CASp inspection of the Premises Initials: _____.

5. Facsimile, PDF or Electronic Signatures. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both Landlord and Tenant wish to permit this Amendment to be electronically signed in accordance with applicable federal and California law. Either party to this agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Lease. The parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement. Landlord reserves the right to reject any digital signature that cannot be positively verified by Landlord an authentic electronic signature.
6. City’s Authority. Tenant acknowledges Landlord is entering into this Amendment modifying the Lease in Landlord’s proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Amendment shall be construed as restraining, impairing or restricting the City of Santa Rosa in its regulatory capacity, or granting any rights upon the Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with any Laws or applicable requirements.
7. Ratification; Miscellaneous. Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date and year first written above.

LANDLORD:

TENANT:

HOUSING AUTHORITY OF THE
CITY OF SANTA ROSA

Southwest Community Health Center,
dba, Santa Rosa Community Health Centers, a
California nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

General Counsel for the
Housing Authority of the City of Santa Rosa

Dated: _____

By: _____

Jeff Berk