FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT
FOR USE OF COUNTY FACILITIES

This First Amendment ("First Amendment") dated as of February 8, 2019, is made by and between the COUNTY OF SONOMA, a political subdivision of the State of California, (hereinafter called the "County") and The Bird Rescue Center, a California non-profit corporation (hereinafter called the "Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Original License (as defined below).

RECITALS

WHEREAS, County and Licensee entered into that certain Revocable License Agreement for Use of County Facilities dated February 11, 2014 ("Original License") for the "Premises" located at 3430 Chanate Road, Santa Rosa, CA, County of Sonoma as more particularly described in the Original License. The Original License as amended by this First Amendment shall be referred to as the "Amended License";

WHEREAS, pursuant to Section 4 of the License, the term of the Original License was agreed to be five (5) years and expires at midnight on February 11, 2019 and there are no rights to extend under the Original License;

WHEREAS, County has notified Licensee, and Licensee acknowledges said notification, that County intends to sell the Chanate Campus which includes the Premises as soon as June 2019;

WHEREAS, Licensee has requested an extension of the term of the Original License while it continues to look for a new location where it can move its personal property and structures to and continue its operations; and

WHEREAS, Licensee and County agree to an extension for a limited period of time, specifically until April 30, 2019, on the following terms and conditions, including that Licensee shall continue to use good faith efforts to locate a new property for its operations and continue to raise funds necessary to effectuate that relocation.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows.
AGREEMENT

1. As of the date this First Amendment is fully executed, Section 4 “Term” is modified as follows:
   
a. The expiration date of the Term is extended to April 30, 2019, subject to Licensee’s compliance with the provisions of Paragraph 1.b. - e. immediately herein below.
   
b. Licensee shall immediately cease misrepresenting in the media and on social media the County's communications and diligence in working with Licensee to identify a new permanent home.
   
c. Licensee shall provide County with its certified financial statements for the past three years by March 1, 2019 and evidence of fund raising for the relocation including solicitations of support, letters of support and pledges.
   
d. Not later than April 1, 2019, Licensee shall provide the County with evidence of viable relocation options and evidence of good faith efforts to work towards relocation by, which evidence would potentially include a draft lease agreement for a new property.
   
e. In the event Licensee fails to meet any of the above conditions, then the Original License will expire upon April 30, 2019 and Licensee shall vacate the Premises and promptly remove all its property, equipment and structures.
   
f. In the event Licensee demonstrates to the satisfaction of County, in its sole and absolute discretion, good faith efforts toward vacating the Premises and that is has met the above conditions to the satisfaction of County, in its sole and absolute discretion, then County may extend the Term to no later than October 30, 2019, subject to any further terms or conditions imposed by County, by notifying Licensee in writing of its election to extend the termination date and the new date of termination. Nothing in this First Amendment or the Original License it amends shall be read or interpreted to create any right of holdover or additional occupancy of the Premises beyond the termination date as identified by the County pursuant to this section.

2. Except to the extent the Original License is specifically amended or supplemented by this First Amendment, the Original License, together with all exhibits thereto 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 License or any right of County or Licensee arising thereunder.

3. This First 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.

4. This First Amendment may be executed in any number of counterparts, including electronically transmitted counterparts, each of which shall be enforceable against the Parties mutually executing such counterparts, and all of which together shall constitute one instrument.

COUNTY AND LICENSEE 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.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the dates set forth below.

"LICENSEE": The Bird Rescue Center, a California non-profit corporation

[Signature]

By: Jeremy Nichols, CEO & Board Chair

Dated: 2/22/2019

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

[Signature]

By: Caroline Judy, Director
Department of General Services

Dated: 2/26/19
APPROVED AS TO FORM FOR COUNTY:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Marc McDonald

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

[Signature] 2/26/19
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
George Petersen Insurance Agency, Inc.
P.O. Box 3539
Santa Rosa, CA 95402

CONTACT NAME:
PHONE: (707) 525-4150
FAX: (707) 525-4175
E-MAIL ADDRESS: info@gpins.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Nonprofits' Insurance Alliance of California 11384

INSURED
Bird Rescue Center
P.O. Box 475
Santa Rosa, CA 95402

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE(S) CERTIFICATE NUMBER: REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSURER</th>
<th>SUBROGATION</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td>X 2018-04111-NPO</td>
<td>05/25/2018</td>
<td>05/25/2019</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) $1,000,000</td>
</tr>
<tr>
<td></td>
<td>Liquor Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $20,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPIOP AGG $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>ANY AUTO OWNED</th>
<th>SCHEDULED AUTO</th>
<th>NON-OWNED AUTO ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMBINED SINGLE LIMIT $2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BODILY INJURY (Per person) $500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BODILY INJURY (Per accident) $500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPERTY DAMAGE (Per accident) $500,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

UMBRELLA LIABILITY

<table>
<thead>
<tr>
<th>OCCUR</th>
<th>CLAIMS-MADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE</td>
<td>$500,000</td>
</tr>
<tr>
<td>AGGREGATE</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

<table>
<thead>
<tr>
<th>Y/N</th>
<th>PER STATUTE</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>E.L. EACH ACCIDENT</td>
<td>$500,000</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$500,000</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 3430 Chanate Road, Santa Rosa, CA - Bird Rescue Center
County of Sonoma, its Officers, Agents and Employees as additional insured for all liability arising out of the operations conducted by or on behalf of the named insured in the performance of the License Agreement per form NIAC-E07 08 17, attached.

CERTIFICATE HOLDER
County of Sonoma, its Officers, Agents and Employees
Attn: General Services, FDM Real Estate Manager
2300 County Center Dr. A220
Santa Rosa, CA 95403

CANCELATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Designation Of Premises (Part Leased To You):</th>
</tr>
</thead>
<tbody>
<tr>
<td>3430 Chanate Road, Santa Rosa, CA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name Of Person(s) Or Organization(s) (Additional Insured):</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Sonoma, Its Officers, Agents and Employees Attn: General Services, FDM Real Estate Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Premium:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Included</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury", caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Any offense which constitutes "personal and advertising injury" which is committed after you cease to be a tenant in that premises; or
3. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insured, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
The following additional insured(s) is/are hereby added to the policy:

NIAC-E67 Locations - ALL

County of Sonoma, its Officers, Agents and Employees Attn: General Services, FDM Real Estate Manager
2300 County Center Dr. A220 Santa Rosa, CA 95403

County of Sonoma, its Officers, Agents and Employees as additional insured for all liability arising out of the operations conducted by or on behalf of the named insured in the performance of the License Agreement.