

**FIRST AMENDMENT TO LEASE AGREEMENT
(Behavioral Health Department)
(2697 Saviers Road, Centerpoint Mall, Oxnard)**

This First Amendment to Lease Agreement ("First Amendment"), made and effective as of February 1, 2024 ("Effective Date"), is by and between Centerpoint Mall, LLC, a Delaware limited liability company ("Lessor") and County of Ventura ("County"). County and Lessor are sometimes referred to collectively as "Parties."

RECITALS

WHEREAS, by Lease Agreement (the "Agreement") executed by Oxnard Center Company, a California limited partnership ("Original Lessor") on October 14, 2011, and executed by County on October 18, 2011, Original Lessor leased to County an interest in the real property commonly known and referred to as 2697 Saviers Road, Oxnard, California, consisting of 5,625 square feet of improved office space (the "Premises");

WHEREAS, Lessor acquired legal title to the Premises from Original Lessor effective on December 21, 2012;

WHEREAS, the term of the Agreement terminated on February 28, 2022;

WHEREAS, County has continued to lease the Premises on a month-to-month holdover basis since March 1, 2022; and

WHEREAS, the Parties desire to extend the term of the Agreement and to otherwise modify the Agreement as expressly provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the Parties hereto agree to amend the Agreement as follows:

AGREEMENT

1. **Recitals**. The above recitals are incorporated herein by this reference.
2. **Amendment to Article 2: RENT**. Article 2 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - "2. **RENT**. During the first twelve months of the term of the Agreement, County shall pay to Lessor \$12,656.25 per month, payable in advance on the first day of each and every calendar month. Beginning on month

thirteen (13) of the term of this Agreement and each annual anniversary date thereafter, the rent shall be increased by three percent (3%).”

3. **Amendment to Article 3: TERM.** Article 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3. **TERM.** The term of the Agreement shall be sixty (60) months. Said term shall commence on February 1, 2024 and terminate at midnight on January 31, 2029.”

4. **Amendment to Article 33: NOTICES AND PAYMENTS.** Article 33 of the Agreement is hereby deleted in its entirety and replaced with the following:

“33. **NOTICES AND PAYMENTS.** All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

A. All payments and notices to Lessor shall be given or mailed to:

Centerpoint Mall, LLC
9200 West Sunset Boulevard, PH9
West Hollywood, CA 90069

B. All payments and notices to County shall be given or mailed to:

County of Ventura
Public Work Agency
Central Services
Real Estate Services
800 South Victoria Avenue, L#1600
Ventura, CA 93009”

Except as amended by this First Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between any other term or provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. This First Amendment may be signed in counterparts.

The above terms and conditions are hereby agreed to and acknowledged by the Parties’ affixing signatures of their authorized representatives below.

Lessor

**Centerpoint Mall, LLC,
a Delaware limited liability company**

Dated

By: _____
Tony Shooshani
President

County of Ventura

Dated

By: _____
Joan Araujo, Director
Central Services
Public Works Agency