

THIRD AMENDMENT TO LEASE AGREEMENT
(Ventura County Behavioral Health)
(2500 South C Street, Suites C and D, Centerpoint Mall, Oxnard)

This Third Amendment to Lease Agreement ("Third 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 the "Parties."

RECITALS

WHEREAS, by the Lease Agreement (the "Agreement") executed by Oxnard Center Company, a California limited partnership ("Original Lessor") on July 23, 2012, and executed by County on August 7, 2012, Original Lessor leased to County an interest in the real property commonly known and referred to as 2500 South C Street, Suites C and D, Oxnard, California, consisting of 13,347 square feet of shell space to be improved by County (the "Premises");

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

WHEREAS, pursuant to the Amendment Number One to the Agreement, County reimbursed Lessor for the costs of construction, not to exceed \$30,000, to install conduit to benefit several County leaseholds within the Centerpoint Mall in Oxnard, California;

WHEREAS, pursuant to the Amendment Number Two to the Agreement, Lessor reimbursed County the sum of \$150,000, as payment in full for Lessor's obligation to replace, add on, or repair the air conditioning units in connection with County's initial construction of Tenant Improvements pursuant to Article 10 of the Agreement;

WHEREAS, County has continued to lease the Premises on a month-to-month holdover basis since December 1, 2023; 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 \$30,030.75 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 for 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, a Delaware limited liability company
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 Third 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 Third Amendment, the terms and provisions of this Third Amendment shall control. This Third 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