

FIRST AMENDMENT TO LEASE AGREEMENT
(Public Health – Emergency Medical Services Agency)
(341 Bernoulli Circle, Oxnard, C)

This First Amendment to Lease Agreement (“First Amendment”) is effective as of August 1, 2024, by and between DTG Investors LLC, a Delaware limited liability company (“Lessor”), and County of Ventura (“County”). County and Lessor are sometimes referred to collectively as “Parties.”

RECITALS

WHEREAS, on August 1, 2021, Lessor and County entered into that certain Lease Agreement (“Agreement”) for Lessor’s real property located at 341 Bernoulli Circle, Oxnard, California, consisting of approximately 11,220 square feet of industrial space (“Building”) with adjacent parking lot (“Parking Lot”). The Warehouse and Parking Lot are collectively referred to as the “Premises” and defined in the Agreement as such;

WHEREAS, the Term of the Agreement is scheduled to terminate at midnight on July 31, 2024; 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: TERM.** Article 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2. **TERM.** The term of this Agreement shall be thirty-six (36) months (“Term”). Said Term shall commence on August 1, 2024 and terminate at midnight on July 31, 2027, subject to County’s Option to Extend more particularly described in Article 36.”
3. **Amendment to Article 3: RENT.** Article 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3. **RENT.** County shall pay to Lessor, during the Term of this Agreement, monthly rent of \$13,464.00 (“Rent”) for the Premises, equal to \$1.20 per

square foot, which includes the Common Area Maintenance (CAM) fees. The Rent is payable in advance on the first day of each and every calendar month. The Rent shall not deviate from this amount regardless of any discrepancies between the actual square footage and the Parties' approximated square footage of the Premises. The rent will increase 3.5% at the beginning of month thirteen of the Term and annually thereafter. There shall be no pass through of any operating expenses from Lessor to County."

4. **Amendment to Article 36: OPTION TO EXTEND.** Article 36 of the Agreement is hereby deleted in its entirety and replaced with the following:

"36. **OPTION TO EXTEND.** Provided County is not in default under the Agreement, County shall have one (1), two-year option to extend the Term of the Agreement ("Renewal Term") at a rental rate to be equal to the fair market value for comparable space in Oxnard at the time of the execution of the option. County shall provide Lessor, not less than three (3) months prior to the expiration of the Term, a written notice of its intent to exercise the Option to Extend the Agreement. In no event, shall the rental rate during the Renewal Term be less than the Rent paid in the final month of the Term. An amendment to the Agreement reflecting the agreed upon rental rate during the Renewal Term shall be executed by both Parties."

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

**DTG Investors LLC,
a Delaware limited liability company**

Dated

By: _____
Donald Gluck, Managing Member

County of Ventura

Dated

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