

## **SECOND AMENDMENT TO LEASE (2003 Royal Avenue, Simi Valley, CA)**

This Second Amendment to the Option/Lease Agreement (“Second Amendment”) made and effective as of June 6, 2023, is by and between the County of Ventura (“County”) and Free Clinic of Simi Valley, a California non-profit corporation (“Tenant”). County and Tenant are sometimes referred to collectively as the “Parties.”

### **RECITALS**

WHEREAS, County entered into that certain Option/Lease Agreement (“Agreement”) with Tenant on November 13, 2017 which set forth the terms and conditions for Tenant’s option to lease and lease of the County’s real property located at 2003 Royal Avenue, Simi Valley, California (“Premises”) which is improved with a commercial building (“Building”);

WHEREAS, County and Tenant entered into that certain First Amendment to the Agreement adding additional term to the Agreement and permitting the possible reduction in the square footage of the Premises;

WHEREAS, Tenant having fulfilled specific requirements of the Agreement, as amended, including investing \$1.5M in improvements and obtaining a certificate of occupancy for the Premises, on June 24, 2020 Tenant exercised its option to lease the Premises with the term of the Lease commencing on May 8, 2020; and

WHEREAS, County desires to contribute one hundred twenty thousand dollars (\$120,000) to Tenant for the replacement of the the roof of the Building (“Roof Project”) to facilitate Tenant’s sustainability goals that will include installing solar panels on the roof of the Building;

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 the Agreement**. Article 34 is hereby added to the Agreement as follows:

“34. **Contribution to Tenant’s Roof Project**. By \_\_\_\_\_, 2023, County shall pay Tenant the sum of one hundred twenty thousand dollars (\$120,000) towards the cost of the Roof Project. On or before \_\_\_\_\_, 2023, Tenant shall provide to County all invoices and receipts necessary to substantiate Tenant’s payment for and completion of the Roof Project.”

Except as amended by this Second 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, as amended, and this Second Amendment, the terms and provisions of this Second Amendment shall control. This Second 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.

**Tenant:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**COUNTY:**

By: Walt J.V. Date 6/21/23  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST: DR. SEVET JOHNSON  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: Tom Key  
Deputy Clerk of the Board

