

AMENDMENT NUMBER THREE
(District Attorney's Office, 5720 Ralston Street, Suite 300, Ventura)

THIS AMENDMENT NUMBER THREE TO LEASE AGREEMENT ("Amendment Number Three") is made by and between 5700/5720/5740 Ralston Street, LLC, a California limited liability company ("Lessor"), as lessor, and the County of Ventura, a political subdivision of the State of California ("County"), as lessee.

WITNESSETH:

WHEREAS, by lease agreement ("Lease Agreement") executed by Security National Properties Funding II, LLC ("Original Lessor") on January 19, 2006, and by County on February 7, 2006, Original Lessor leased to County the premises commonly known and referred to as 5720 Ralston Street, Suite 300, Ventura, California (the "Premises"), consisting of approximately 14,931 rentable square feet, and

WHEREAS, CTF6-Ventura Office, LLC, a California limited liability company, acquired legal title to the Premises from Original Lessor on August 27, 2008, and

WHEREAS, by Amendment Number One, executed on or about September 21, 2011, the parties extended the term of said Lease Agreement to August 31, 2016, and

WHEREAS, Lessor acquired legal title to the Premises from CTF6-Ventura Office, LLC, a California limited liability company, on October 30, 2012, and

WHEREAS, the term of said Lease Agreement expired on August 31, 2016, and

WHEREAS, County continued to lease the Premises on a month-to-month basis until December 31, 2016, and

WHEREAS, Amendment Number Two, executed on or about January 10, 2017, extended the term of said Lease Agreement until December 31, 2018, and

WHEREAS, County has continued to lease the Premises on a month-to-month basis since January 1, 2019, and

WHEREAS, the parties now desire to amend said Lease Agreement to change the rent and extend the term from and after the effective date of this Amendment Number Three to and including January 31, 2022.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree to further amend the Lease Agreement, effective August 1, 2019, as follows:

Section 1. Articles 2 and 3, as previously amended, and Article 10 of the Lease Agreement are hereby deleted in their entirety and replaced with the following Articles 2, 3, and 10 (capitalized terms therein have the meanings set forth in the Lease Agreement unless otherwise defined herein):

2. RENT. County shall pay Lessor, during the first twelve (12) months of the Extended Term of this Agreement, \$27,622.35 per month, payable in advance on the first day of each and every calendar month. Such rent shall be increased by three percent (3%) beginning on month thirteen (13) of the Extended Term of this Agreement, and by three percent (3%) in annual increases upon each such Extended Term commencement anniversary date thereafter.

3. TERM. The term of this Agreement shall be extended by thirty (30) months ("Extended Term"). Said Extended Term shall commence on August 1, 2019 and shall terminate at midnight on January 31, 2022.

10. MODIFICATIONS BY LESSOR. Prior to October 1, 2019, Lessor, at its own cost and expense, shall install new paint on all walls in the conference room located next to the kitchen break room and on all walls facing hallway and walkway paths of travel throughout the interior of the Premises. (No painting shall occur in the kitchen break room or the interiors of individual hard-walled offices within the Premises.) Lessor shall also install a chair rail in the conference room located next to the kitchen break room to mitigate the possibility of chairs scuffing paint on the walls. New paint color and quality shall be subject to approval by County prior to installation by Lessor. County shall be responsible for moving its furniture within the Premises, as necessary, to facilitate painting by Lessor. Lessor and County shall coordinate schedules between County's moving vendor and Lessor's painting vendor for the paint installation.

To further clarify the scope of such improvements, County shall provide additional notes to the "as-built" floor plan attached as Exhibit "F" hereto and made a part hereof by this reference, which floor plan identifies the specific locations for installation of new paint by Lessor in the conference room located next to the kitchen break room and on the walls facing the hallway and walkway paths of travel throughout of the interior areas of the Premises. Exhibit "F" shall also be annotated by County to identify the specific locations for installation of chair rails by Lessor in the conference room located next to the kitchen break room.

Section 2. Except as modified by this Amendment Number Three, all terms and conditions of the parties' original Lease Agreement, as previously amended, shall remain in full force and effect for the remainder of the term of the Lease Agreement, as extended hereby.

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

Lessor:

**5700/5720/5740 Ralston Street, LLC,
a California limited liability company**

Dated

Randy J. Ghaemmaghami, Managing Member

County:

County of Ventura

Dated

Joan Araujo, Director
Central Services Department
Public Works Agency

Exhibit "F"

