

**THIRD AMENDMENT TO LEASE AGREEMENT
(Behavioral Health Department)
(5740 Ralston Street, Suite 200, Ventura)**

This Third Amendment to Lease Agreement ("Third Amendment"), made and effective as of January 1, 2023 ("Effective Date"), is by and between 5700/5720/5740 Ralston Street, LLC, a California limited liability company ("Lessor") and County of Ventura ("County"). County and Lessor are sometimes referred to collectively as the "Parties."

RECITALS

WHEREAS, on September 24, 2013, Lessor and County entered into that certain Lease Agreement ("Agreement") for an interest in Lessor's real property located at 5740 Ralston Street, Suite 200, Ventura, consisting of 6,875 rentable square feet of office space and defined in the Agreement as the "Premises";

WHEREAS, pursuant to Amendment Number One, the Parties extended the term of the Agreement until October 31, 2019;

WHEREAS, pursuant to Amendment Number Two, the Parties extended the term of the Agreement until October 31, 2022; and

WHEREAS, County has continued to lease the Premises on a month-to-month basis since November 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 Term of the Agreement, County shall pay to Lessor \$13,750.00 per month, payable in advance on the first day of each and every calendar month. Also, during the Term of the Agreement, the

rent shall be subject to a three percent (3%) increase on January 1, 2024 and on each anniversary date of the commencement of the term thereafter.”

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 (“Term”). Said Term shall commence on January 1, 2023 and terminate at midnight on December 31, 2027, subject to County’s right of Early Termination as more particularly described in Article 36.”

4. **Amendment to Article 10: MODIFICATIONS BY LESSOR.** Article 10 of the Agreement is hereby deleted in its entirety and replaced with the following:

“10. **MODIFICATIONS BY LESSOR.** Lessor shall install new paint on the walls, at its own cost and expense, throughout the interior of the large conference room prior to June 30, 2023. 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 large conference room, as necessary to facilitate painting by Lessor. Lessor and County shall coordinate the schedule between County’s moving vendor and Lessor’s painting vendor for the paint installation.”

5. **Amendment to Agreement.** Article 36 is hereby added to the Agreement as follows:

36. **EARLY TERMINATION.** During the Term of this Agreement, County shall have the right to surrender and quit paying rent for the Premises, with such surrender effective the first day of month 37 of the Term and continuing through the last day of month 40 of the Term, by providing Lessor with written notice at least six (6) months prior to such surrender.

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

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

Dated

By: _____
Randy J. Ghaemmaghani
Managing Member

County of Ventura

Dated

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