

Project: La Posada Santa Barbara
Folio: _____
APNs: 061-040-012 and 061-040-024

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (“First Amendment”) is made by and between

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

and

DIGNITYMOVES LA POSADA LLC, a California limited liability company, hereinafter referred to as "DIGNITY" (and together with COUNTY, collectively, the “Parties” and each a “Party”),

with reference to the following:

WHEREAS, the COUNTY is the fee owner of that certain real property in the unincorporated County of Santa Barbara, State of California, with an address of 4500 Hollister Avenue, Santa Barbara, more particularly described as County Assessor’s Parcel Numbers 061-040-012 and 061-040-024 (“Property”); and

WHEREAS, the Parties are parties to that certain Ground Lease Agreement dated May 16, 2023 (“Agreement”), pursuant to which DIGNITY leases from the COUNTY a portion of the Property described therein as the “Premises” for the purpose of DIGNITY constructing and developing on the Premises modular Interim Supportive Temporary Emergency Housing Units for homeless individuals, and related facilities; and

WHEREAS, the COUNTY and DIGNITY desire to amend the Agreement by extending the Term of the Agreement through the date that is five (5) years after Substantial Completion of such construction and development.

NOW, THEREFORE, in consideration of the provisions, covenants and conditions contained herein, COUNTY and DIGNITY agree to amend the Agreement as follows:

1. TERM AMENDMENT: Section 4 of the Agreement is hereby amended by replacing Section 4 to read in its entirety as follows:

“**4. TERM**: The term of this Agreement shall commence upon the first date that this Agreement is duly executed by all of the Parties (“Effective Date”), and shall terminate on the date that is five (5) years after the date of Substantial Completion (defined below), subject to earlier termination in accordance with the provisions of

this Agreement (the "Term"). It is anticipated that the Property will be used for the provision of Service Provider Services (defined below) for five (5) years. Any extension of the Term beyond five (5) years after Substantial Completion shall be subject to prior approval by the COUNTY Board of Supervisors at a regularly scheduled meeting held at the Santa Barbara Board Hearing Room location."

2. EXECUTION IN COUNTERPARTS: This First Amendment may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

3. CERTIFICATION OF SIGNATORIES: Each of the signatories to this First Amendment represent and warrant that such signatory is duly authorized to execute this First Amendment, and that no additional signatures are required to bind such Party to its terms and conditions, or to carry out any of such Party's duties or obligations hereunder. The Parties each represent and warrant that:

(a) This First Amendment has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this First Amendment.

(c) The consummation of the transactions hereby contemplated and the performance of this First Amendment will not result in any breach or violation of, or constitute a default under, any other lease or financing agreement. DIGNITY agrees that it shall provide to COUNTY, upon COUNTY's request, evidence that the execution and delivery of this First Amendment has been duly authorized by DIGNITY.

4. Except as set forth in Sections 1 through 3, above, this First Amendment shall not modify or change any of the provisions of the Agreement, and the Parties are bound by the provisions of the Agreement, as amended herein.

(COUNTY and DIGNITY signatures continue on following page)

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IN WITNESS WHEREOF, COUNTY and DIGNITY have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

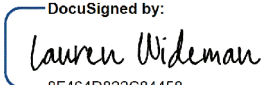
By: _____
Das Williams, Chair
Board of Supervisors

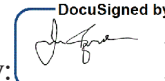
By _____
Deputy Clerk

Dated: _____


APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
8F464D822C84458...
Deputy County Counsel

By:  _____
6BAAEA15901943F...
Deputy Auditor-Controller

APPROVED AS TO CONTENT:

By:  _____
A6FD81265FC9409...

Real Property Manager

(DIGNITY signature continues on next page)

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IN WITNESS WHEREOF, COUNTY and DIGNITY have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“DIGNITY”
DIGNITYMOVES LA POSADA LLC,
a California limited liability company

By:  _____
Elizabeth Funk,
Chief Executive Officer

By: DIGNITYMOVES, a California
nonprofit public benefit corporation, its
Sole Member

By:  _____
Elizabeth Funk,
Chief Executive Officer

Date: 10/25/2023 | 7:16 PM PDT, 2023

