

## FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE ("First Amendment") is made and entered into as of July 11, 2012, by and between Douglas W. Aiken and Patricia E. Aiken, Co-Trustees of the Aiken Family Living Trust, dated January 11, 2002 ("Lessor") and the County of Santa Barbara ("Lessee").

### RECITALS

A. Lessor and Lessee entered into a Lease dated October 20, 2005 ("Lease"), for the premises located at 2034 De La Vina Street, Santa Barbara, California, consisting of approximately 4,225 rentable square feet (the "Premises").

B. Lessor and Lessee desire to amend the Lease upon the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Term. The Term of the Lease is hereby extended for a period of thirty-six (36) months, so that the Expiration Date is changed to December 31, 2015.
2. Base Rent. Effective January 1, 2013, the Base Rent shall be amended to \$9,506.25 per month and shall be adjusted annually thereafter per the terms of Paragraph 53 of the Lease.
3. Rent Adjustment(s). Paragraph 53 shall be amended to have COLA Dates of January 1, 2014, and January 1, 2015.
4. Option to Extend. Paragraph 54 shall be amended to one (1) additional thirty-six (36) month period with a MRV Adjustment Date of January 1, 2016 and the COLA Dates shall be January 1, 2017, and January 1, 2018.
5. First Amendment Controls. Any conflict between any term or provision contained in this First Amendment with any term or provision contained in the Lease shall be resolved in favor of this First Amendment.
6. Interpretation. All capitalized terms used herein that are defined or used in the Lease shall have the same meaning for purposes herein as defined and/or used in the Lease.
7. Ratification and Confirmation. Except as expressly amended and modified herein, all terms, covenants and conditions of the Lease shall remain unchanged and in full force and effect; and the Lease, as herein amended and modified, is hereby ratified and confirmed. Lessee confirms that Lessor is not in any way in breach or default of the Lease. Any further modification of the Lease shall require the express written approval of all parties.

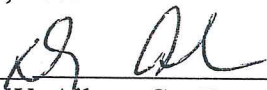
8. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be one and the same instrument, binding on each signatory. A copy of this First Amendment that is executed by a party and transmitted by that party to any one or more other parties by facsimile or email shall be binding on such signatory to the same extent as a copy hereof or thereof containing that party's original signature.


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IN WITNESS WHEREOF, COUNTY (LESSEE) and LESSOR have executed this First Amendment to be effective on the date executed by LESSEE.

“LESSOR”

Douglas W. Aiken and Patricia E. Aiken, Co-Trustees of the Aiken Family Living Trust, dated January 11, 2002

By:   
Douglas W. Aiken, Co-Trustee for Aiken  
Living Trust dated January 11, 2002

By:   
Patricia E. Aiken, Co-Trustee for Aiken  
Living Trust dated January 11, 2002

Date: 8/10/12

“LESSEE”

County of Santa Barbara

See attached COUNTY SIGNATURE PAGE

Project: ADMHS 2034 De La Vina  
First Amendment to Lease  
APN: 025-302-022  
Folio: 003466  
Agent: DG

### COUNTY SIGNATURE PAGE

“LESSEE”  
COUNTY OF SANTA BARBARA

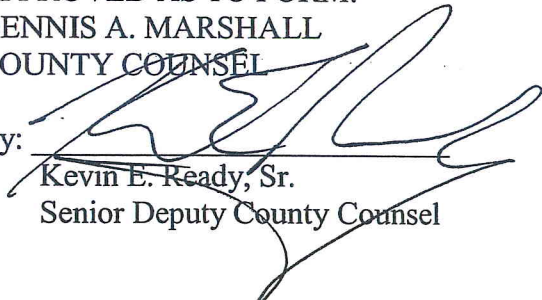
ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Doreen Farr, Chair  
Board of Supervisors

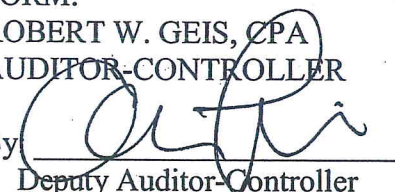
By: \_\_\_\_\_  
Deputy Clerk

Date \_\_\_\_\_


APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

By:   
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING  
FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By:   
Deputy Auditor-Controller  
Gregory Eric Levin  
Advanced and Specialty Accounting

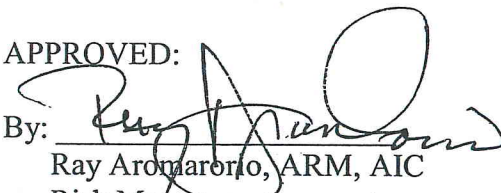
APPROVED:

By:   
Ann Detrick, Ph.D, Director  
Alcohol, Drug and Mental Health Services

APPROVED:

By:   
Ronn Carlentine  
Real Property Manager

APPROVED:

By:   
Ray Aronmarino, ARM, AIC  
Risk Manager

