

THIRD AMENDMENT TO LEASE

This THIRD AMENDMENT TO LEASE ("Third Amendment") is made and entered into as of December 18, 2024, 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, as amended by that certain First Amendment to Lease dated July 11, 2012, and Second Amendment to Lease dated August 28, 2018, and Letter dated May 4, 2021 ("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 twenty-four (24) months, so that the Expiration Date is changed to December 31, 2026.
2. Base Rent. Effective January 1, 2025, the Base Rent schedule shall be as follows:

1/1/25-12/31/25:	\$13,553.66 NNN per month
1/1/26-12/31/26:	\$13,960.27 NNN per month
3. Right to Terminate. Lessee shall have the Right to Terminate said Lease during the Term, by providing Lessor ninety (90) days written notice.
4. Option to Extend. There are no additional options to extend this Lease.
5. Third Amendment Controls. Any conflict between any term or provision contained in this Third Amendment with any term or provision contained in the Lease shall be resolved in favor of this Third 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 Third 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 Third 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.

IN WITNESS WHEREOF, this Third Amendment is executed as of the date first written above.

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 of the Aiken Family Living Trust, dated January 11, 2002

By: _____
Patricia E. Aiken, Co-Trustee of the Aiken Family Living Trust, dated January 11, 2002

Date: _____

LESSEE:

County of Santa Barbara

LESSEE SIGNATURES (COUNTY) NEXT PAGE

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Sheila De La Guerra
Sheila De La Guerra
Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Tyler Sprague
Tyler Sprague
Deputy County Counsel

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

DocuSigned by:
By: Greg Milligan
Greg Milligan
Risk Manager

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFER, C.P.A.
AUDITOR-CONTROLLER

Signed by:
By: C. Edwin Price, Jr.
C. Edwin Price, Jr.
Deputy Auditor-Controller

"COUNTY"
COUNTY OF SANTA BARBARA

By: Laura Capps
Laura Capps, Chair
Board of Supervisors

Date: 2-25-25

APPROVED AS TO CONTENT
REAL PROPERTY DIVISION

DocuSigned by:
By: Kirk Lagerquist
Kirk Lagerquist, Director
General Services Department

APPROVED AS TO CONTENT

DocuSigned by:
By: Antonette Navarro
Antonette Navarro, Director
Behavior Wellness Department

APPROVED AS TO FORM:

DocuSigned by:
By: James Cleary
James Cleary
Interim Real Property Manager