

Project First 5 SBC/Early Care & Education  
Lease at 218 W. Carmen Lane, SM  
APN: 117-483-006 (Portion)  
Folio: 003389  
Agent: CS

**FIRST AMENDMENT TO THE LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO THE LEASE AGREEMENT** is made by and between the

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

and

C-FOUR INVESTMENTS INC., a California Corporation hereinafter referred to as "LESSOR,"

with reference to the following:

**WHEREAS**, LESSOR is the owner of the property and improvements commonly known as 218 West Carmen Lane, Santa Maria, CA, more particularly described as Assessor Parcel Number 117-483-006, (hereinafter "Property"); and

**WHEREAS**, on April 23, 2002, COUNTY entered into a Lease Agreement (hereinafter "Agreement") for Suite 111, consisting of approximately 1,500 square feet of commercial office space, including the unreserved use of 6 parking spaces and common area (hereinafter "Premises") for a period of one (1) year and two (2) months and included three (3) renewal options of one (1) year each; and

**WHEREAS**, with the term of the Agreement expiring on June 30, 2006, COUNTY and LESSOR subsequently amended the Lease Agreement on October 24, 2006, to extend the term for an additional three (3) years including three (3) renewal option of three (3) years each; and

**WHEREAS**, the lease term will expire on June 30, 2012, and COUNTY wishes to extend the term, adjust the extension and renewal periods, the rental rate and the Cost of Living Adjustment.

**NOW THEREFORE**, in consideration of the premises, and the mutual covenants and conditions contained herein, the COUNTY and LESSOR agree as follows:

1. Section 3, TERM, shall be repealed in its entirety and replaced with the following:

“3. **TERM:** The term of this Agreement shall be extended for a period of three (3) years commencing upon execution by COUNTY and terminating on June 30, 2015, subject to other provisions for termination and extension as herein contained.”

2. Section 4, EXTENSION AND RENEWAL OF LEASE, shall be repealed in its entirety and replaced with the following:

“4. **EXTENSION AND RENEWAL OF LEASE:** Provided COUNTY is in compliance with all terms and conditions of this Agreement, COUNTY is hereby granted three (3) options to renew this Agreement from and after the expiration of the then current term, which options shall be for a period of one (1) year each. COUNTY, through the Director of First 5 Santa Barbara County, or designee, may exercise said option to renew by providing written notice to LESSOR at least sixty (60) days prior to the expiration of the then-current term.

Renewal Option #1:	July 1, 2015 - June 30, 2016
Renewal Option #2:	July 1, 2016 - June 30, 2017
Renewal Option #3:	July 1, 2017 – June 30, 2018

In the event COUNTY exercises said option(s), the rental rate during the option period(s) shall be based upon the rent during the then current term as adjusted by an increase of 2% as provided in Section 7, ANNUAL RENT INCREASE, herein.”

3. Section 6, RENT, shall be repealed in its entirety and replaced with the following:

“6. **RENT:** Rent for the first year of the extended lease term of this Agreement shall be ONE THOUSAND NINE HUNDRED FIFTY NINE AND 91/100 (\$1,959.91) per month payable on the first day of each month. Rent for any period during the term, or any extension thereof that is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of rent shall be made to LESSOR at the address stated herein or to such other person or place as LESSOR may from time to time designate in writing. Rent shall include water, sewer and trash.”

4. Section 7, COST OF LIVING ADJUSTMENT, shall be repealed in its entirety and replaced with the following:

“7. **RENT ADJUSTMENT:** The rent provided in Section 6, RENT, shall be increased annually by TWO PERCENT (2%). On July 1, 2012, and on each and every anniversary of that date during the term and any extension periods, the monthly rent hereunder shall be increased from the monthly rent payable during the preceding year of the term by two percent (2%).”

5. It is expressly understood that in all other respects, the terms and conditions of the original Agreement dated October 24, 2006, shall remain in full force and effect.

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IN WITNESS WHEREOF, COUNTY and LESSOR have executed this FIRST AMENDMENT to be effective on the date executed by COUNTY.

“COUNTY”  
COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

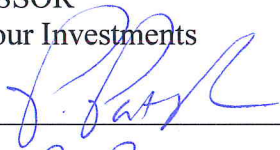
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DOREEN FARR, CHAIR  
BOARD OF SUPERVISORS

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

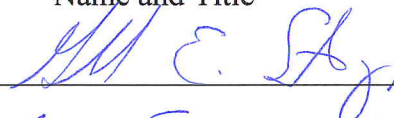
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“LESSOR”  
C-Four Investments

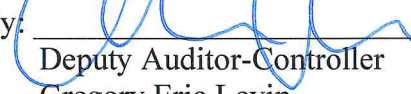
APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

  
\_\_\_\_\_  
Pat Palange, V.P.  
Name and Title

By:   
Deputy

  
\_\_\_\_\_  
GERALD SCHMIDT - PRESIDENT  
Name and Title

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

By:   
Deputy Auditor-Controller  
Gregory Eric Levin,  
Advanced & Specialty Accounting.

APPROVED:  
  
\_\_\_\_\_  
Ronn Carlentine  
Real Property Manager

APPROVED:  
  
\_\_\_\_\_  
Ray Aromatic, ARM, AIC  
Risk Program Administrator