

## SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE ("Second Amendment") is made and entered into as of \_\_\_\_\_, 2018, 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 ("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, 2021.
2. Base Rent. Effective January 1, 2019, the Base Rent shall be amended to \$11,350.96 per month.
3. Rent Adjustment(s). Paragraph 53 shall be amended to be fixed three percent (3%) annual increases on January 1, 2020 and January 1, 2021.
4. Option to Extend. Paragraph 54 shall be amended to provide two (2) additional thirty-six (36) month periods with fixed three percent (3%) annual increases.
5. Second Amendment Controls. Any conflict between any term or provision contained in this Second Amendment with any term or provision contained in the Lease shall be resolved in favor of this Second 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 Second 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 Second 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 Second 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

See attached COUNTY SIGNATURE PAGE

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MONA MIYASATO,  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Das Williams, Chair  
Board of Supervisors

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

Dated: \_\_\_\_\_

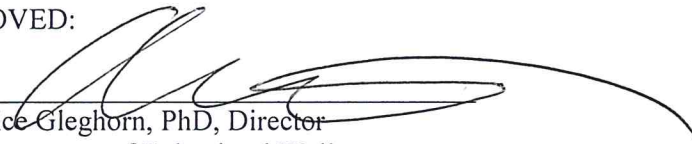
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

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

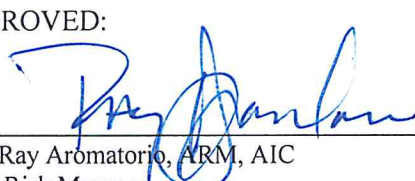
APPROVED:

By:  \_\_\_\_\_  
Alice Gleghorn, PhD, Director  
Department of Behavioral Wellness

APPROVED:

By:  \_\_\_\_\_  
Don Grady, Manager  
Real Property Division

APPROVED:

By:  \_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager

"COUNTY"  
COUNTY OF SANTA BARBARA


ATTEST:  
MONA MIYASATO,  
CLERK OF THE BOARD

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Das Williams, Chair  
Board of Supervisors

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

Dated: \_\_\_\_\_

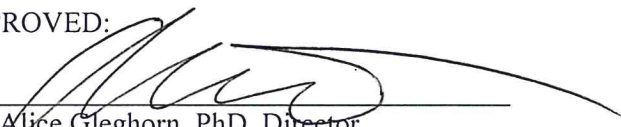
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

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Deputy


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Risk Manager