



ORIGINAL

Contract Number

94-828-A9

SAP Number

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5252
<b>Contractor</b>	Whitacre Investment Company, a California General Partnership
<b>Contractor Representative</b>	Donald W. Whitacre
<b>Telephone Number</b>	(619) 593-0526
<b>Contract Term</b>	06/01/1995 – 06/30/2026
<b>Original Contract Amount</b>	\$17,721,009.20
<b>Amendment Amount</b>	\$4,550,136.00
<b>Total Contract Amount</b>	\$22,271,145.20
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	57000993
<b>Internal Order No.</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Whitacre Investment Company, a California General Partnership, a California general partnership ("LANDLORD"), as landlord, entered into a Lease Agreement No. 94-828 dated August 2, 1994, as amended by the First Amendment dated July 18, 1995 the Second Amendment and Third Amendments dated July 22, 1999, the Fourth Amendment dated April 19, 2005, the Fifth Amendment dated July 14, 2005, the Sixth Amendment dated April 13, 2010, the Seventh Amendment dated March 22, 2016, and the Eighth Amendment dated April 30, 2019 (collectively, the "Lease") wherein LANDLORD agreed to lease certain real property to the COUNTY, which Lease expired on March 31, 2021 and has continued on a permitted month-to-month holdover; and,

WHEREAS, COUNTY and LANDLORD now desire to amend Lease to reflect a three (3) month holdover period with LANDLORD'S consent from April 1, 2021 through June 30, 2021, extend, following said holdover, the term of the Lease for five (5) years from July 1, 2021 through June 30, 2026 due to COUNTY's exercise of an existing option to extend the term of the Lease, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically as set forth in this amendment ("Ninth Amendment"); and,

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease is amended as follows:

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from April 1, 2021 through June 30, 2021 at a monthly rental amount of \$68,208.00 per month.

2. Effective July 1, 2021, pursuant to the COUNTY's exercise of its option to extend in Paragraph 6, **OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM**:

3. **TERM**: The term of the Lease between COUNTY and LANDLORD for the Premises is extended for five (5) years, commencing from July 1, 2021 and expiring on June 30, 2026 (the "Fourth Extended Term")

3. Effective as of July 1, 2021 DELETE in its entirety the existing **Paragraph 4, RENT, sub-paragraph a.** and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT, sub-paragraph a.:**

4. **RENT**:

a. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears not later than the last day of each month, commencing when the Fourth Extended Term commences, continuing during the Fourth Extended Term, as specifically set forth below:

Lease Year	Total Monthly Rental Payments
July 1, 2021 thru June 30, 2022	\$68,208.00
July 1, 2022 thru June 30, 2023	\$70,254.00
July 1, 2023 thru June 30, 2024	\$72,362.00
July 1, 2024 thru June 30, 2025	\$74,533.00
July 1, 2025 thru June 30, 2026	\$76,769.00

4. Effective as of July 1, 2021 DELETE in its entirety the existing **Paragraph 8, HOLDOVER** and SUBSTITUTE therefore the following as a new **Paragraph 8, HOLDOVER**:

8. **HOLDOVER**. In the event that COUNTY continues to occupy the Premises after the expiration or earlier termination of the then current term of the Lease, COUNTY's tenancy shall be on a month-to-month term on the same terms and conditions as the Lease, including, but not limited to, the monthly rent for the Premises in effect as of the expiration or earlier termination of the then current term of the Lease but excluding any amounts paid by COUNTY to LANDLORD for amortized improvements. Notwithstanding anything to the contrary in the Lease, either party shall have the right to terminate the Lease during holdover by providing not less than ninety (90) days prior written notice to the other party.

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5. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease, and this Ninth Amendment, the provisions and terms of this Ninth Amendment shall control.

**END OF NINTH AMENDMENT.**

**COUNTY OF SAN BERNARDINO**

**WHITACRE INVESTMENT COMPANY, a California  
General Partnership**

*(Print or type name of corporation, company, contractor, etc.)*

By Donald W. Whitacre  
*(Authorized signature - sign in blue ink)*

Donald W. Whitacre, In his individual capacity  
and as Co-Trustee, Donald W. Whitacre and  
Elizabeth J. Whitacre Trust, dated September

Name 25, 1993  
*(Print or type name of person signing contract)*

Title General Partner  
*(Print or Type)*

Dated 5/29/21

By Elizabeth J. Whitacre  
*(Authorized signature - sign in blue ink)*

Elizabeth J. Whitacre, Co-Trustee, Donald W.  
Whitacre and Elizabeth J. Whitacre Trust,

Name dated September 25, 1993  
*(Print or type name of person signing contract)*

Title General Partner  
*(Print or Type)*

Dated 5/29/21

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Donald A. Whitacre  
*(Print or type name of person signing contract)*

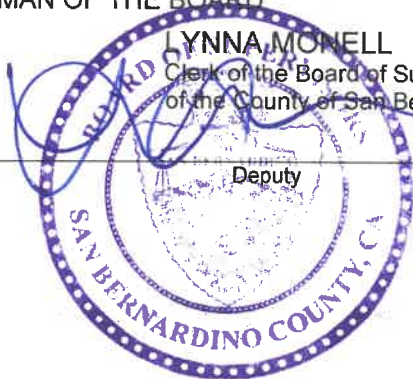
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 22 2021

DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

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



5. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Leas, and this Ninth Amendment, the provisions and terms of this Ninth Amendment shall control.

**END OF NINTH AMENDMENT.**

**COUNTY OF SAN BERNARDINO**

Curt Hagman, Chairman, Board of Supervisors

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

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CHAIRMAN OF THE BOARD

**LYNNA MONELL**  
Clerk of the Board of Supervisors  
of the County of San Bernardino

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

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*(Print or type name of corporation, company, contractor, etc.)*

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

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and as Co-Trustee, Donald W. Whitacre and  
Elizabeth J. Whitacre Trust, dated September  
25, 1993

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*(Print or type name of person signing contract)*

Title General Partner  
*(Print or Type)*

Dated \_\_\_\_\_

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Elizabeth J. Whitacre, Co-Trustee, Donald W.  
Whitacre and Elizabeth J. Whitacre Trust,  
dated September 25, 1993

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title General Partner  
*(Print or Type)*

Dated \_\_\_\_\_

By   
*(Authorized signature - sign in blue ink)*

Name Donald A. Whitacre  
*(Print or type name of person signing contract)*

Title General Partner  
(Print or Type)

Dated 5-14-2021

(Signatures continue on next page)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Nance Whitacre  
(Print or type name of person signing contract)

Title General Partner

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

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name William W. Whitacre  
(Print or type name of person signing contract)

Title General Partner

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

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Mary C. Hensler  
(Print or type name of person signing contract)

Title General Partner

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

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name John Whitacre  
(Print or type name of person signing contract)

Title General Partner

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

Title General Partner  
(Print or Type)

Dated \_\_\_\_\_

(Signatures continue on next page)

By Nance Whitacre  
(Authorized signature - sign in blue ink)

Name Nance Whitacre  
(Print or type name of person signing contract)

Title General Partner

Dated: 5/4/21

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name William W. Whitacre  
(Print or type name of person signing contract)

Title General Partner

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

By \_\_\_\_\_  
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Title General Partner

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

Title General Partner  
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Dated \_\_\_\_\_

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Name Nance Whitacre  
(Print or type name of person signing contract)

Title General Partner

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

By   
(Authorized signature - sign in blue ink)

Name William W. Whitacre  
(Print or type name of person signing contract)

Title General Partner

Dated: 5-3-21

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Mary C. Hensler  
(Print or type name of person signing contract)

Title General Partner

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

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

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Title General Partner

Dated: 5/4/2021

By \_\_\_\_\_  
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Name John Whitacre  
(Print or type name of person signing contract)

Title General Partner

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

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(Print or Type)

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(Print or type name of person signing contract)

Title General Partner

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

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name William W. Whitacre  
(Print or type name of person signing contract)

Title General Partner

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

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Mary C. Hensler  
(Print or type name of person signing contract)

Title General Partner

Dated: May 21, 2021


By John Whitacre  
(Authorized signature - sign in blue ink)

Name John Whitacre  
(Print or type name of person signing contract)

Title General Partner

Dated: May 21, 2021

Approved as to Legal Form

►   
Agnes Cheng, Deputy County Counsel

Date 6/10/2021

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

80   
► Jim Miller, Real Property Manager, RESD

Date 6/4/2021