



**Contract Number**

16-941 A2

**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>	<b>TRI-CITY PROPERTY, LLC</b>
<b>Contractor Representative</b>	<b>Paul Miskowicz</b>
<b>Telephone Number</b>	<b>(562) 436-4222</b>
<b>Contract Term</b>	5/1/2017 – 4/30/2027
<b>Original Contract Amount</b>	\$1,817,856
<b>Amendment Amount</b>	\$-0-
<b>Total Contract Amount</b>	\$1,817,856
<b>Cost Center</b>	
<b>GRC/PROJ/JOB No.</b>	<b>62003625</b>
<b>Internal Order No.</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Tri City South Owner, LLC (“Original Landlord”), as landlord, and the County of San Bernardino (“COUNTY”) as tenant, entered into Lease Agreement, Contract No. 16-941 dated December 20, 2016, (“Initial Lease”), wherein the Original Landlord leases certain Premises (as defined in the Lease) located at 621 E. Carnegie Drive, San Bernardino, CA, to the COUNTY for a term that is currently scheduled to expire on April 30, 2027, and,

WHEREAS, the parties and the Original Landlord’s lender entered into a Subordination, Attornment, and Nondisturbance Agreement (SNDA) dated March 28, 2017, which is referenced solely for COUNTY’s administrative purposes as the First Amendment, although said SNDA does not amend the Lease; and

WHEREAS, Tri-City Property, LLC represents and warrants to COUNTY that it acquired all right, title, and interest in and to the Property on which the Premises is situated and the Lease from the Original Landlord on October 11, 2019, and as such, Tri-City Property, LLC, as successor-in-interest to the Original Landlord, shall hereinafter be referred to as “LANDLORD”; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Initial Lease to reflect the change in ownership of the Property, based on LANDLORD’s foregoing representation and warranty, and to amend certain other provisions of the Lease as more specifically set forth in this amendment (“Second Amendment”), and hereinafter the Initial Lease and the Second Amendment shall collectively be referred to as the “Lease”; and,

NOW, THEREFORE in consideration of the foregoing recitals, which are incorporated herein by reference and made a part hereof, and the mutual covenants and conditions contained in this Second Amendment, effective as of the date the last of the parties executes this Second Amendment, the parties hereto agree the Lease is amended as follows:

1. DELETE in its entirety the existing entity named as "LANDLORD" on the cover page and SUBSTITUTE therefore the following named entity as "LANDLORD", which shall read as follows:

**"LANDLORD:** Tri-City Property, LLC  
P.O. Box 840626  
Los Angeles, CA 90084-0626"

2. DELETE in its entirety the existing Paragraph 1., PARTIES, and SUBSTITUTE therefore the following as a new Paragraph 1., PARTIES, which shall read as follows:

"1. **PARTIES:** This lease ("Lease") is made between TRI-CITY PROPERTY, LLC, a Delaware limited liability company, ("LANDLORD"), as landlord, and the County of San Bernardino ("COUNTY"), as tenant, who agree on the terms and conditions contained in this Lease. LANDLORD hereby represents and warrants to COUNTY that, as of the date LANDLORD executes this Lease and continuing until such time that LANDLORD transfers title, LANDLORD is the legal owner with sole title to the building and land on which it is situated, commonly known as 621 E. Carnegie Drive, San Bernardino, CA92408 ("Property") in which the Premises (as defined below) is located, and LANDLORD has the right to enter into this Lease without consent or approval from any other parties. In the event of a breach of the foregoing representation and warranty, COUNTY shall have the right to terminate this Lease with immediate effect and LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its employees, contractors, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of said breach"

3. DELETE in its entirety the existing Paragraph 25, NOTICES, and SUBSTITUTE therefore the following as a new Paragraph 25, NOTICES, which shall read as follows:

"25. **NOTICES:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, including but not limited to notices required under the California unlawful detainer statutes, shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by United States first class mail, postage prepaid, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed delivered and effective upon the earlier of (i) the date of actual receipt if such notice is served personally, provided if such date is not a business day, said notice shall be effective as of the immediately following business day; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered by reputable overnight courier service or sent by postage pre-paid, United States first-class mail, certified or registered, return receipt requested provided that in all of the foregoing instances, any notices received after 5 pm local time on a business day shall be deemed delivered on the immediately following business day.

LANDLORD's Address: Tri-City Property, LLC  
c/o Tiarna Real Estate Services, Inc.  
685 E. Carnegie Drive, Suite 120  
San Bernardino, CA 92408  
Attn: Property Manager

with a copy to:

Tri-City Property, LLC  
200 Pine Avenue, Suite 502  
Long Beach, CA 90802  
Attention: Paul Miskowicz

COUNTY's Address:

County of San Bernardino  
Real Estate Services Department  
385 North Arrowhead Avenue  
San Bernardino, CA 92415-0180"

B. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the Premises, LANDLORD and the new owner of the Premises, as the successor landlord under this Lease, shall provide COUNTY with documentation evidencing the of completion of said transfer; in which case, the successor landlord and COUNTY shall enter into a written amendment to reflect the name of the successor landlord as the LANDLORD under this Lease. In addition, the successor landlord shall, within five (5) days of acquiring the Premises, provide COUNTY with documentation evidencing that it has obtained insurance in compliance with Paragraph 17, INDEMNIFICATION and Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS. The COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a COUNTY standard amendment to this Lease with any successor landlord solely for the purposes of reflecting the name of the successor landlord as the LANDLORD and its notice address under this Lease. The successor landlord acknowledges and agrees its execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the successor landlord.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

4. 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 Second Amendment, the provisions and terms of this Second Amendment shall control.

**END OF SECOND AMENDMENT.**

**COUNTY: COUNTY OF SAN BERNARDINO**

**LANDLORD: TRI-CITY PROPERTY, LLC**

\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

By ► \_\_\_\_\_

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Paul Miskowicz  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

Title Authorized Signatory  
*(Print or Type)*

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

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

Address 200 Pine Avenue, Suite 502  
Long Beach, CA 90802

Approved as to Legal Form  
► \_\_\_\_\_  
Agnes Cheng, Deputy County Counsel  
Date 10/14/2020

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
Jim Miller, Real Property Manager, RESD  
Date \_\_\_\_\_