



ORIGINAL

Contract Number

98-51 A4

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5252</u>
Contractor	<u>Rich Property, Inc.</u>
Contractor Representative	<u>Chiman Yoo</u>
Telephone Number	<u>760-954-5701</u>
Contract Term	<u>8/1/1998 – 11/30/2023</u>
Original Contract Amount	<u>\$7,590,720.00</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>\$7,590,720.00</u>
Cost Center	<u></u>
GRC/PROJ/JOB No.	<u>62001322</u>
Internal Order No.	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and RVF Properties, LLC ("Original Landlord"), as landlord, entered into Lease Agreement, Contract No. 98-51 dated January 27, 1998, as amended by the First Amendment dated March 7, 2000, the Second Amendment dated March 17, 2009, and the Third Amendment dated September 25, 2012, and as extended by the COUNTY's notice dated November 17, 2020 exercising an existing three-year extension option (collectively, the "Lease") under the terms of which the Original Landlord leased certain premises located at 12625 Hesperia Road, Victorville, CA, as more specifically described in the Lease, to the COUNTY for a term that is currently scheduled to expire on November 30, 2023; and,

WHEREAS, Rich Property, Inc. represents and warrants to the COUNTY that on August 6, 2021, it acquired all right, title, and interest to the Property on which the Premises is situated from the Original Landlord, and as such, Rich Property, Inc., as the successor-in-interest to the Original Landlord, shall hereinafter be referred to as "LANDLORD"; and,

WHEREAS, the LANDLORD and COUNTY desire to reflect Rich Properties, Inc. as the successor landlord to the Lease, affirm the existing lease term and rent payable, and amend certain other provisions of the Lease, as more specifically set forth in this amendment ("Fourth Amendment");

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

1. The parties desire to reflect Rich Property, Inc. as the successor landlord under the Lease. Accordingly, 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:** The Lease is made between Rich Property, Inc. ("LANDLORD"), as landlord, and San Bernardino County ("COUNTY"), as tenant, who agree on the terms and conditions of the Lease. LANDLORD hereby represents and warrants to COUNTY that LANDLORD is the owner with sole legal title to the Premises and the real property on which the Premises is situated and 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 upon written notice to LANDLORD 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.

2. The parties affirm that: (i) pursuant to the Third Amendment, the term of the Lease expired on July 31, 2019; (ii) pursuant to Paragraph 8, HOLDING OVER, the Lease continued on a month to month tenancy from August 1, 2019 through November 30, 2020 at a monthly rent of \$28,159; (iii) pursuant to the COUNTY's notice dated November 17, 2020 ("County Notice") exercising an existing three-year extension option set forth in Paragraph 6, OPTION TO EXTEND TERM, the term of the Lease was extended from December 1, 2020 through November 30, 2023 (the "Third Extended Term") at the agreed rate, as set forth in the County Notice as follows: December 1, 2020 through November 30, 2021 at \$25,401.00 per month; December 1, 2021 through November 30, 2022 at \$25,982.00 per month; and December 1, 2022 through November 30, 2023 at \$26,708.00 per month; and (v) no rents or other amounts are outstanding as of the date of this Fourth Amendment.

3. Effective as of the December 7, 2021, DELETE in its entirety 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, including but not limited to notices required under the California unlawful detainer statutes, or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by United States, postage prepaid, first-class mail, 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: Rich Property, Inc.
14450 Park Ave Ste 110
Victorville, CA 92392

COUNTY: San Bernardino County
Real Estate Services Department
385 N. Arrowhead Avenue
San Bernardino, CA 92415-0180

B. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises and the real property on which the Premises is situated 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 such a transfer of controlling interest, LANDLORD shall provide COUNTY with evidence of completion of transfer, including but not limited to a grant deed and an assignment of this Lease; in which case, the new property owner and COUNTY shall reflect by written amendment the new property owner as the successor landlord. In addition, the new property owner, as the successor landlord, shall, within five (5) days of acquiring the subject real property and becoming the successor landlord, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 17, HOLD HARMLESS** and **Paragraph 18, INSURANCE**. 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 successor landlord as the LANDLORD under the Lease and to update the LANDLORD's notice address. The successor landlord's execution of such COUNTY standard amendment and submission of a valid W-9 are pre-requisites for Rents under this Lease to be paid to the successor landlord.

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

END OF FOURTH AMENDMENT.

COUNTY: SAN BERNARDINO COUNTY

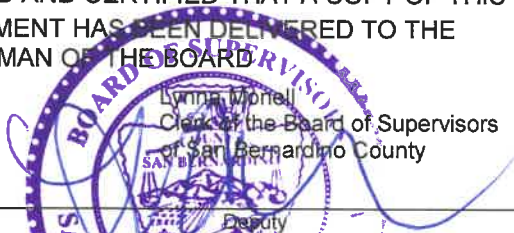
RICH PROPERTY, INC.

▶ 
Curt Hagman, Chairman, Board of Supervisors

By ▶ 

Dated: DEC 07 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Chiman Yoo, CEO
(Print or type name of person signing contract)

By 
Lynn M. Montell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy

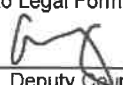
Title CEO
(Print or Type)

Dated: 11.9.21

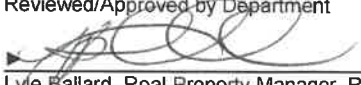


Address 14450 Park Ave #110
Victorville, CA 92392

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ 
Agnes Cheng, Deputy County Counsel
Date 10/29/2021

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ 
Lyle Ballard, Real Property Manager, RESD
Date 11/29/21

