



ORIGINAL

Contract Number
22-17

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Chino Airport B-210</u>
Contractor Representative	<u>Bryan Clendenen</u>
Telephone Number	<u>(909) 732-6666</u>
Contract Term	<u>1/11/2022 – 07/31/2037</u>
Original Contract Amount	<u>\$1,500</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$1,500</u>
Cost Center	<u></u>
GRC/PROJ/JOB No.	<u>53002027</u>
Internal Order No.	<u></u>

Briefly describe the general nature of the contract:

The County Consent to Sublease (Consent) is made by and among the County, Chino Airport B-210, Inc., a California corporation (CAB-210), and J&T LLC (J&T) to document the County's consent to a sublease between CAB-210, as sublandlord, and J&T, as subtenant, for a portion of Parcel B-210, comprising Hangar E of approximately 7,333 square feet at Chino Airport which is currently leased by CAB-210 from the County pursuant to Revenue Lease Agreement No. 06-1165 (Lease). The County's consent, which is required under the Lease, is subject to the terms of the Consent, including the County's receipt of consent review fee in the amount of \$1,500.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► SEE SIGNATURE PAGE	►	►
Agnes Cheng, Deputy County Counsel	Date	Lyle Ballard, Real Property Manager, RESD
Date	Date	Date <u>1/10/22</u>

ORIGINAL

COUNTY CONSENT TO SUBLEASE

This County Consent to Sublease ("Consent") is made by and between San Bernardino County ("County") and Chino Airport B-210, Inc., a California corporation ("Tenant"), and J & T LLC ("Subtenant") and shall be effective as of the date the last of the parties executes this Consent ("Effective Date").

RECITALS

- A. The County, as landlord, and the Tenant, as tenant, have previously entered into Lease No. 06-1165 dated December 5, 2006 (the "Master Lease") pursuant to which the County leases to the Tenant and the Tenant leases from the County certain real property commonly known as Parcel B-210, consisting of approximately 1.82 acres of land ("Premises"), located at Chino Airport in San Bernardino County, California for a term that is currently scheduled to expire on July 31, 2037.
- B. The Tenant now desires to sublease the Premises ("Subleased Premises") to the Subtenant.
- C. The Tenant and the Subtenant desire to enter into a sublease agreement ("Sublease") attached hereto as Exhibit "A" pursuant to which the Tenant would sublease to the Subtenant and the Subtenant would sublease from the Tenant the Subleased Premises.
- D. In accordance with Paragraph 13, Assignment and Subletting of the Master Lease, the Tenant has requested the County's consent to the Sublease.

AGREEMENT

NOW THEREFORE, in consideration of the payment of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) by the Tenant, the foregoing recitals, which are incorporated herein by reference, the mutual covenants contained in this Consent, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Consent to the Sublease.** The County hereby consents to the Sublease of the Subleased Premises from the Tenant to the Subtenant on the terms and conditions set forth in this Consent.
2. **Conditions to the County's Consent.** Without in any way limiting the provisions of this Consent, the County's consent to the Sublease is conditioned upon the compliance of the Tenant and the Subtenant with all of the following:
 - (a) Consent Review Payment. At the time the Tenant executes this Consent, the Tenant shall pay to the County the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), as required under the Master Lease.

- (b) Representation and Warranties of Tenant. The Tenant hereby represents, warrants, and covenants to the County, which shall remain true and accurate for the duration of this Consent and the Sublease, that: (i) Exhibit A is a true, complete, and accurate copy of the Sublease and that no amendments or modifications of the Sublease shall be made without the prior written consent of the County; (ii) the Tenant has delivered a true, complete, and accurate copy of the Master Lease to the Subtenant; (iii) the Base Rent set forth in the Sublease is the only Rent payable by the Subtenant to the Tenant. For purposes of this Consent, the term "Rent" shall mean and include all consideration paid by or given, directly or indirectly, for the use of the Subleased Premises or any portion thereof. The term "consideration" shall mean and include all money, services, property, and other thing of value, such as payment of costs, cancellation of indebtedness, discounts, rebates, improvement allowances, rent-free periods, leasing inducements, and the like. The County shall have the right to audit and review the Tenant's records related to the Sublease and the Rent paid and payable pursuant thereto at any time and from time to time. In the event that any such audit and review reflects that the County has been paid less the amount required to be paid to the County pursuant to the Master Lease and this Consent, the Tenant shall be responsible for the cost of the County's audit, including, without limitation, time expended by County staff; and (iv) the Tenant acknowledges that the County is not in default under the Master Lease and that the Tenant has no existing claims against the County or right of offset or defense against enforcement by the County of the obligations of Tenant under the Master Lease.
- (c) Representation and Warranties of Subtenant. The Subtenant hereby represents, warrants, and covenants to the County, which shall remain true and accurate for the duration of this Consent and the Sublease, that: (i) Exhibit A is a true, complete, and accurate copy of the Sublease and that no amendments or modifications of the Sublease shall be made without the prior written consent of the County; (ii) the Subtenant has received a true, complete, and accurate copy of the Master Lease from the Tenant, (iii) the Base Rent set forth in the Sublease is the only Rent payable by the Subtenant to the Tenant. In the event that the Master Lease provides for the payment by Tenant to the County of Commercial Charges and Commission Payments pursuant to Paragraph 4, Rent of the Master Lease, the Subtenant agrees to comply with all of the terms and provision of the Master Lease with respect such payment, including, without limitation, the inclusion of Subtenant's gross revenue in the Subleased Premises in such payments and the maintenance of records with respect to the same; (iv) the financial statements and other information submitted to the County regarding the Subtenant in accordance with Paragraph 13, Assignment and Subletting of the Master Lease are true, complete, and accurate as of the date such statements and information are delivered to the County; and (v) the Subtenant agrees to assume all of the obligations of the Tenant under the Master Lease with respect to the Subleased Premises.

- (d) Master Lease Governs. Notwithstanding anything to the contrary in the Sublease or this Consent: (i) the term of the Sublease shall not commence prior to the Effective Date of this Consent; (ii) the term of the Sublease shall not exceed the expiration date or earlier termination of the Master Lease; (iii) the use of the Subleased Premises shall not exceed the use permitted for the Premises pursuant to the Master Lease; (iv) all options in favor of the Tenant in the Master Lease are personal to the Tenant and shall not be exercisable by or transferred (in whole or in part) to the Subtenant; (v) the Sublease shall at all times be subject and subordinate to the Master Lease and the terms of the Sublease shall not be construed in any way to modify, waive, release, or otherwise affect any of the terms and conditions of the Master Lease or waive any breach of the Master Lease by the Tenant; and (vi) the Master Lease shall govern and the County is not bound by any of the terms of the Sublease nor shall the Subtenant have any rights to enforce the Master Lease against the County.
- (e) Assignment of Rents. As required by the Master Lease, the Tenant irrevocably assigns to the County, as security for the Tenant's obligations under the Master Lease, all rent due to the Tenant under the Sublease. The County, as assignee and as attorney-in-fact for the Tenant, may collect such rent and apply it toward the Tenant's obligations under the Master Lease except that, until the occurrence of a default by the Tenant under the Master Lease or this Consent, the Tenant shall have the right to collect such rent. In the event that Tenant is in default in accordance to the terms and conditions of the Master Lease or this Consent, the Tenant's right to collect such Rent shall automatically terminate, without the requirement of notice to the Tenant or the Subtenant, and the County may, at its option, upon notice to the Subtenant, collect, directly from the Subtenant, all Rent thereafter due and payable under the Sublease. Notwithstanding the foregoing, the County's collection of Rent directly from the Subtenant, regardless of the circumstances or reasons therefor, shall in no manner whatsoever be deemed an attornment by the Subtenant to the County or serve to release the Tenant from any liability under the terms and conditions of the Master Lease in the absence of a specific written agreement signed by the County to such an effect. The County shall not, by reason of this paragraph of the Consent nor by reason of the collection of the Rent from the Subtenant be deemed liable to the Subtenant for any failure of the Tenant to perform and comply with the Tenant's obligations under the Sublease. The Tenant hereby irrevocably authorizes and directs the Subtenant and the Subtenant agrees, upon receipt of any written notice from the County stating that the Tenant is in default in accordance with terms of the Master Lease or this Consent, to pay to the County all Rent payable under the Sublease. The Tenant agrees that: (i) the Subtenant shall have the right to rely upon any such written notice from the County, and (ii) the Subtenant is hereby instructed to pay Rent to the County without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from the Tenant to the contrary. The acceptance of Rent by the County from the Subtenant shall not be deemed a waiver by the County of any terms and conditions of the Master Lease.

- (f) Continuing Liability of Tenant. Notwithstanding anything to the contrary in the Sublease or this Consent: (i) the Tenant shall remain primarily liable for and shall not be discharged nor released from the full and faithful performance of any of the provisions of the Master Lease (whether past, present, or future); and (ii) the County shall be entitled to pursue all remedies available in the event of any default by the Tenant of the Tenant's obligations under the Master Lease without regard to the Subtenant's performance or non-performance of the Subtenant's obligation under the Sublease and any default under the Master Lease (whether by the Tenant or the Subtenant) shall be a default of the Tenant under the Master Lease.
- (g) Effect of Consent. This Consent is effective only for this Sublease and any subsequent sublease or assignment of the Premises or the Subleased Premises (in whole or in part) requires the County's separate written consent in accordance with the Master Lease. This Consent is not a consent to any improvements or alterations to or in the Subleased Premises, and prior to the undertaking by the Tenant or the Subtenant of any improvements or alterations to or in the Subleased Premises, the Tenant shall obtain the County's prior written consent in accordance with the Master Lease.
- (h) Effect of Tenant Default on Sublease. In the event that that the Tenant is in default in accordance with terms of the Master Lease or this Consent, then the County may, at its option: (i) terminate the Master Lease, in which event, the Sublease shall simultaneously terminate on the date the County exercises said option and the Subtenant shall vacate the Subleased Premises within thirty (30) days thereafter; or (ii) without being obligated to do so, unilaterally require the Subtenant to attorn to the County, in which event, the Subtenant agrees to be bound to the County under the terms and conditions of the Sublease as if the County were the landlord under the Sublease from the time of the County's exercise of said option until the expiration or earlier termination of the Sublease, provided that in no event shall the County be liable to the Subtenant for any prepaid Rent nor any security deposit paid by the Subtenant to the Tenant nor shall the County be liability for any other defaults of the Tenant (whether accrued or continuing as of the date of attornment) under the Sublease. Such attornment shall be self-operative without the execution of any further instruments except that the Subtenant shall execute such instrument as the County may require. This subparagraph shall not limit the County's remedies against the Tenant pursuant to the Master Lease or this Consent.

3. **Notices.** Any notice, demand, request, consent, approval or communication that the parties desire or are 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 or sent by prepaid, first-class mail. Any such notice, demand, request, consent, approval or communication that any party desires or is required to give to another party shall be addressed to said party. Any party may change its address by notifying

the other parties of the change of address. Notices shall be deemed communicated two (2) working days from the time of mailing if mailed as provided in this paragraph to the addresses set forth below:

If to County: San Bernardino County
Department of Airports
777 East Rialto Avenue
San Bernardino, CA 92415

If to Tenant: Chino Airport B-210, Inc.
41606 Date Street Suite 203A
Murrieta, CA 92562

If to Subtenant: J & T LLC
c/o Jimmy Dale Putman
2115 S. Cucamonga Avenue
Ontario, CA 91761

4. **Miscellaneous.** The following provisions shall apply to this Consent: (a) this Consent shall be construed and interpreted in accordance with the laws of the State of California; (b) if any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees, (c) if any provision of this Consent is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Consent and all such other provisions shall remain in full force and effect; (d) as this Consent was prepared by the parties, the language in all parts of this Consent shall be construed, in all cases, according to its fair meaning, and not for or against any party hereto; (e) this Consent, including the recitals, constitutes a single, integrated agreement, expressing the entire agreement and understanding of the parties concerning the subject matter of this agreement, and this agreement supersedes and replaces all prior understandings, negotiations, proposed agreements, and agreements, whether oral or written, express or implied; (f) no waiver, modification or amendment of any term, condition, or provision of this Consent shall be valid or shall have any force or effect unless made in writing and signed by the parties hereto; and (g) the parties to this Consent represent that the signatories executing this Consent are fully authorized to enter into this Consent.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the parties executed this Consent.

SAN BERNARDINO COUNTY

By: 
Curt Hagman
Title: Chairman, Board of Supervisors
Date: JAN 11 2022

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO BY LYDIA MONELL, Clerk of the Board of Supervisors of the County of San Bernardino

By: 
LYDIA MONELL
Clerk of the Board of Supervisors of the County of San Bernardino



TENANT

Chino Airport B-210, Inc.

By: Bryan Clendenen
Title: President 
Date: _____

SUBTENANT

J & T LLC

By: Jimmy Dale Putman
Title: Manager
Date: 

APPROVED AS TO LEGAL FORM
STEVEN O'NEILL, Interim County Counsel
San Bernardino County, California

By: 
Agnes Cheng, Deputy County Counsel

Date: 10/25/2021