



Contract Number
18-921 A-1

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5252</u>
Contractor	<u>Summit Career College, Inc.</u>
Contractor Representative	<u>Aaron Hodgdon</u>
Telephone Number	<u>(909) 783-3020</u>
Contract Term	<u>9/28/18-2/29/20</u>
Original Contract Amount	<u>\$350,000</u>
Amendment Amount	<u>\$382,500</u>
Total Contract Amount	<u>\$732,500</u>
Cost Center	<u></u>
GRC/PROJ/JOB No.	<u>N/A</u>
Internal Order No.	<u></u>

Briefly describe the general nature of the contract:

First Amendment of an existing Lease Agreement with the County's tenant Summit Career College, Inc. (Summit) for 851 South Cooley Drive in Colton, to retroactively extend the term of the lease for the period of September 28, 2019 through February 29, 2020 and adjust the rent schedule to reflect that tenant has ceased to occupy a certain portion of the premises and that so long as tenant does not resume occupancy of those portions of the premises, County will only charge rent on the occupied portions of the premises.

FOR COUNTY USE ONLY

Approved as to Legal Form ► See signature page _____ County Counsel Date _____	Reviewed for Contract Compliance ► _____ Date _____	Reviewed/Approved by Department ► _____ Jim Miller, Real Property Manager, RESD Date _____
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IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as landlord, and Summit Career College, Inc., a California corporation ("TENANT"), as tenant, have entered into Lease Agreement, Contract No. 18-921 dated September 26, 2018 ("Lease"), wherein COUNTY leases certain premises, comprising approximately 6.84 acres of real property, inclusive of a 75,000 square foot office building and other improvements thereon, located at 851 South Cooley Drive in Colton, CA, as more specifically set forth in the Lease, to the TENANT for a term that expired on September 27, 2019;

WHEREAS, TENANT desires to retroactively extend the term of the Lease for the period from September 28, 2019 through February 29, 2020 and during the extended term to cease occupancy of (without surrendering) certain portions of the Premises, comprising approximately 42,305 square feet located on the entire second floor and portions of the first and third floors of the existing office building, and to continue to occupy and pay rent on the remainder of the Premises, comprising approximately 32,695 square feet located on portions of the first and third floors of the existing office building;

WHEREAS, the COUNTY and TENANT now desire to amend the Lease to retroactively extend the term of the Lease for five (5) months and three (3) days from September 28, 2019 to February 29, 2020, provide that TENANT cease occupancy of approximately 42,305 square feet located within the existing office building, adjust the rental rate schedule for the extended term based on approximately 32,695 square feet of occupied space within the existing office building, modify the holdover provision, and amend other terms and conditions of the Lease as more specifically set forth in this amendment ("First Amendment").

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

1. Effective retroactively as of September 28, 2019, DELETE in its entirety the existing **Paragraph 1, PREMISES LEASED**, and SUBSTITUTE therefore the following as a new **Paragraph 1, PREMISES**, and ADD a new **Exhibit "A-1", Adjusted Occupancy Plan** attached to this First Amendment and incorporated herein by reference:

1. PREMISES LEASED:

A. COUNTY leases to TENANT and TENANT leases from COUNTY two parcels of real property totaling approximately 6.84 acres in the City of Colton, County of San Bernardino, State of California, including the entirety of a three story office building of approximately 75,000 square feet along with the parking areas and all other improvements existing thereon, as the Premises, commonly known as APNs 0276-131-93 and 0276-131-94 with an address of 851 South Cooley Drive, Colton, CA 92324, as depicted in Exhibit "A," attached hereto and incorporated herein by reference.

B. Notwithstanding that TENANT leases the entire Premises, (i) effective as of September 27, 2019, TENANT shall cease to occupy (without surrendering) approximately 42,305 square feet located on the entire second floor and the shaded portions of the first and third floors of the existing office building ("Unoccupied Portions"), as depicted in **Exhibit "A-1", Adjusted Occupancy Plan**, attached hereto and incorporated herein by reference and shall remove all of TENANT's personal property from the Unoccupied Portions, and (ii) effective as of September 28, 2019, TENANT shall continue to occupy approximately 32,695 square feet located on the unshaded portions of the first and third floors of the existing office building ("Occupied Portions"), as depicted in **Exhibit "A-1", Adjusted Occupancy Plan**. Except for the payment of monthly rent as set forth in Paragraph 4, RENT, TENANT shall continue to comply with all other terms of the Lease for the Unoccupied Portion of the Premises, including but not limited to any surrender obligations at expiration or earlier termination of this Lease.

C. COUNTY shall have the right, at no cost to COUNTY, to access all or any part of the Unoccupied Portions of the Premises, at all times during the Extension Term (as defined below), for

as long as required by COUNTY upon giving not less than twenty-four (24) hours prior written notice to TENANT, which may be given by email to Jenon.Anderson@SummitCollege.edu.

2. Effective retroactively as of September 28, 2019, 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 for the entire Premises shall be extended for five (5) months and three (3) days, commencing on September 28, 2019 and expiring on February 29, 2020 (the "Extension Term").

3. Effective retroactively as of September 28, 2019, 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. Within ten (10) days following the mutual execution of this First Amendment, TENANT shall pay to COUNTY a one-time lump sum amount of Three Hundred Eighty Two Thousand Five Hundred and 00/100 Dollars (\$382,500.00) as rent for the duration of the Extension Term, which is calculated based on the Occupied Portions of the Premises as follows:

Month (or Partial Month)	Monthly Rent
September 28 through 30, 2019	\$7,500.00
October 2019	\$75,000.00
November 2019	\$75,000.00
December 2019	\$75,000.00
January 2020	\$75,000.00
February 2020	\$75,000.00

Notwithstanding the foregoing, if during the Extension Term, TENANT resumes occupancy of all or any part of the Unoccupied Portions of the Premises, as determined by COUNTY, TENANT shall pay rent for those portions that TENANT resumes occupancy, which shall be paid as of the first day that TENANT resumes occupancy, as determined by COUNTY, and the rent shall be at the same cost per square foot as the Occupied Portions of the Premises set forth above, which shall be paid to TENANT within ten (10) days after COUNTY's demand.

4. Effective retroactively as of September 28, 2019, DELETE in its entirety the existing **Paragraph 24, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 24, HOLDING OVER**:

24. **HOLDING OVER:** If the TENANT continues in possession or occupancy of the Premises or any portion thereof after the expiration of the Extension Term or after any termination of this Lease prior to the expiration of the Extension Term, and if said possession or occupancy is with the express written consent of the COUNTY, then TENANT shall be deemed to be holding the Premises on a month-to-month tenancy subject to all the provisions of this Lease except for the Rent for the Premises, provided that either party may terminate the Lease at any time during the holdover period by providing not less than thirty (30) days prior written notice to the other party. The Rent for the Premises payable by TENANT during such permitted period of holding over shall be Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per day, which shall not be prorated even if any portion of the Premises are unoccupied.

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 First Amendment, the terms and conditions of this First Amendment shall control

END OF FIRST AMENDMENT.

[signatures on next page]

COUNTY OF SAN BERNARDINO

TENANT: SUMMITT CAREER COLLEGE, INC.

By: _____
Curt Hagman, Chairman
Board of Supervisors

By: _____
(name)

Title: _____

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

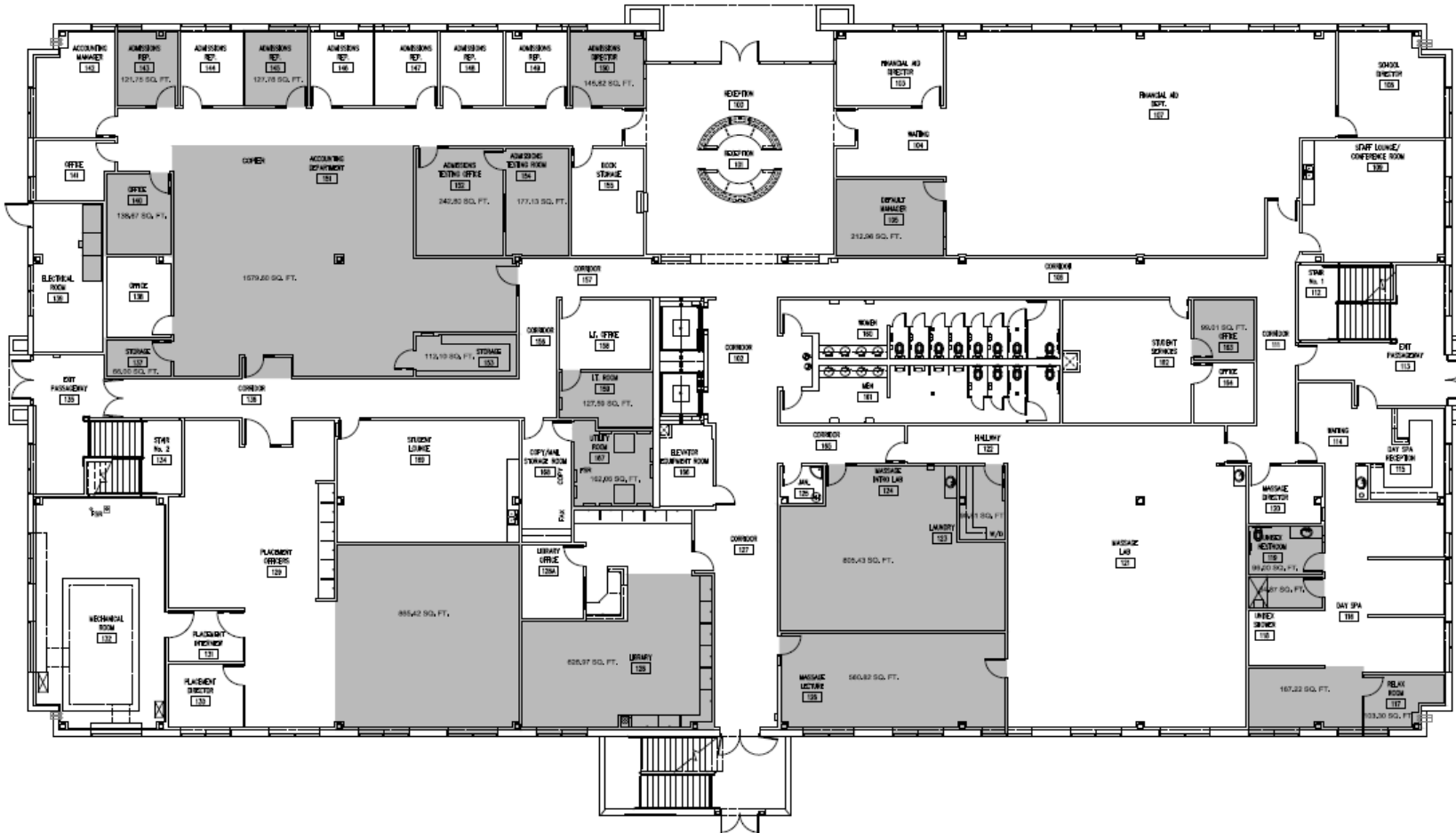
Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel
San Bernardino County, California

By: _____
Agnes I. Cheng, Deputy County Counsel

Date: _____

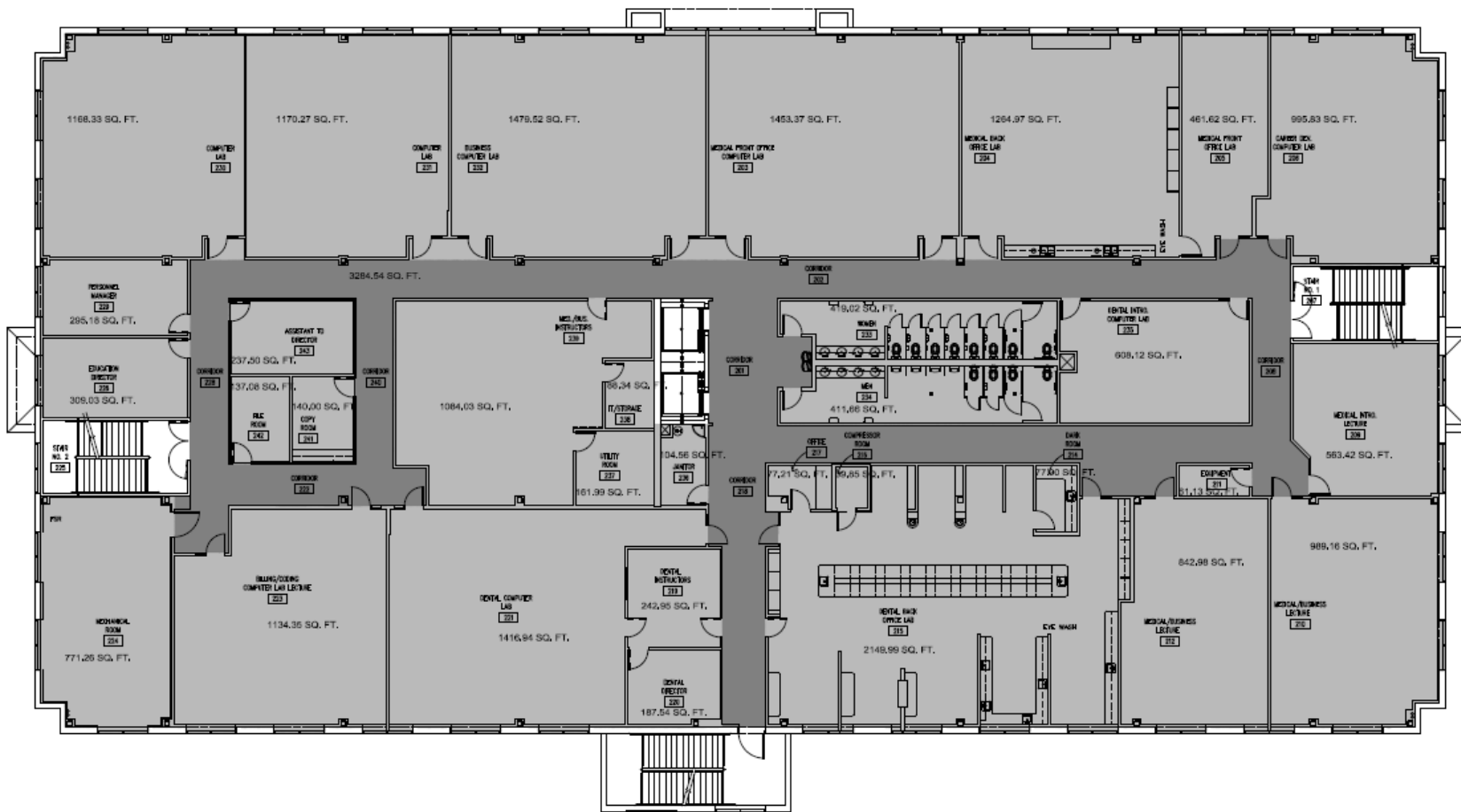
EXHIBIT "A-1" ADJUSTED OCCUPANCY PLAN



Room#	Area (sq. ft.)
105	212.96
116	187.22
117	103.30
118	64.87
119	98.00
123	90.81
124	805.43
126	560.82
128	626.97
129	865.42
137	66.00
140	138.67
143	121.75
145	127.78
150	145.82
151	1579.60
152	242.80
153	112.10
154	177.13
159	127.59
163	99.01
167	162.06
Total Unused Space	6714.11
Total Floor Rentable Area	24988.01

LEVEL 1

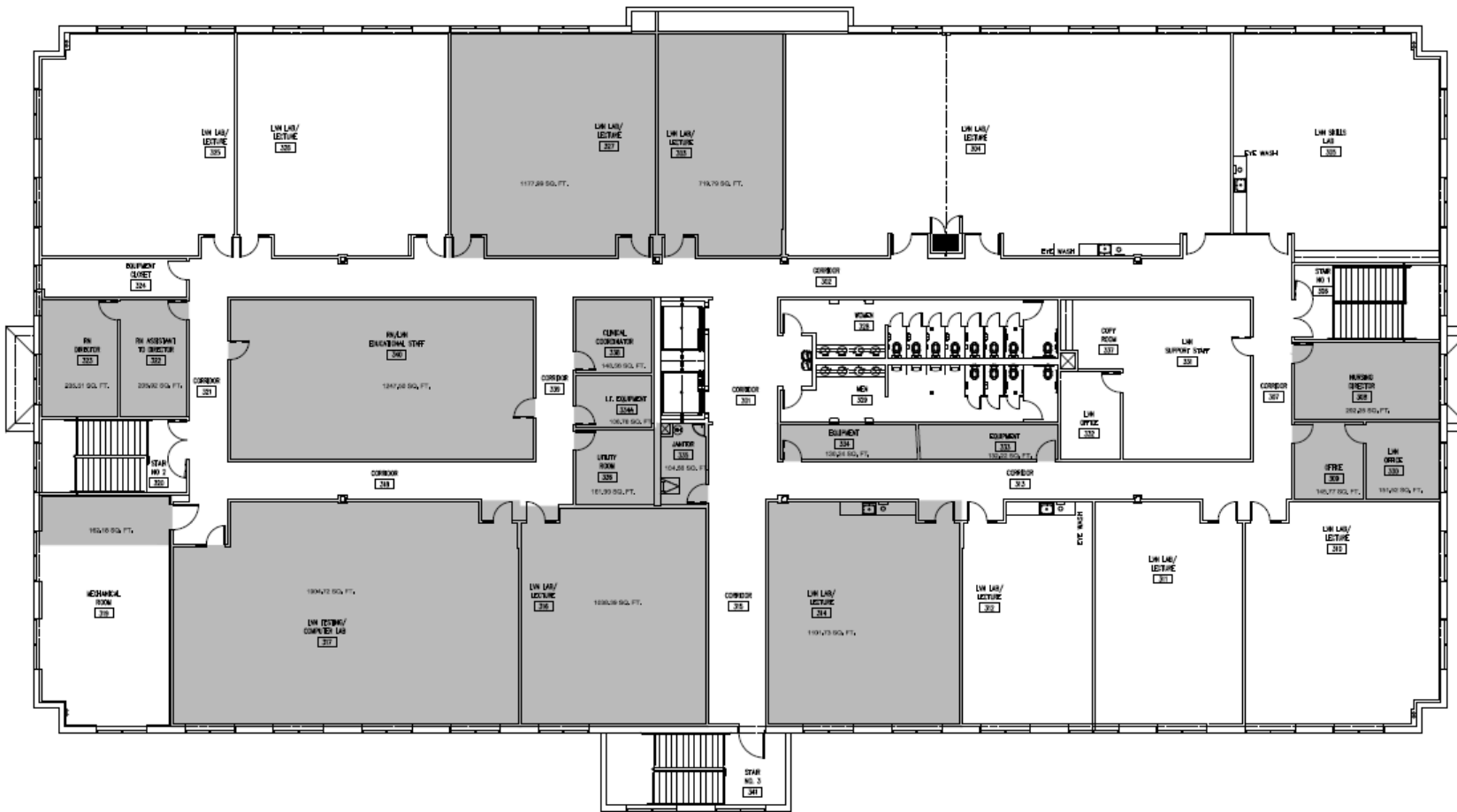
Unoccupied Portions on the first floor of the existing building depicted as shaded.



Room #	Area(sq. ft.)
203	1453.37
204	1264.97
205	461.62
206	995.83
209	563.42
210	989.16
211	61.13
212	842.98
214	77.00
215	2149.99
216	39.85
217	77.21
219	242.95
220	187.54
221	1416.94
223	1134.35
224	771.26
226	309.03
229	295.18
230	1168.33
231	1170.27
232	1479.52
233	419.02
234	411.66
235	606.12
236	104.56
237	161.99
238	88.34
239	1084.03
241	140.00
242	137.08
243	237.50
Corridor	3284.54
Total Unused Space	23828.74
Total Floor Rentable Area	23828.74
Total Boundary Area	24973.39

LEVEL 2

The entire second floor of the existing building is part of the Unoccupied Portions, depicted as shaded.



Room #	Area (sq. ft.)
303	719.79
308	292.28
309	145.77
314	1101.73
316	1038.39
317	1904.72
319	162.18
322	205.92
323	235.51
327	1177.99
330	151.52
333	132.22
334	130.24
334A	106.78
335	104.56
336	161.99
338	148.56
340	1247.50
TOTAL UNUSED SPACE	9167.65
TOTAL FLOOR RENTABLE AREA	23588.77
TOTAL BOUNDARY AREA	24715.39

LEVEL 3

Unoccupied Portions on the third floor of the existing building depicted as shaded.