



ORIGINAL

Contract Number

17-125 A-1

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>	Taha Amn Properties, LLC
<b>Contractor Representative</b>	Mahmoud Banihashemi
<b>Telephone Number</b>	
<b>Contract Term</b>	4/1/17 – 8/31/23
<b>Original Contract Amount</b>	\$60,204
<b>Amendment Amount</b>	\$73,126
<b>Total Contract Amount</b>	\$133,330
<b>Cost Center</b>	
<b>GRC/PROJ/JOB No.</b>	33003570
<b>Internal Order No.</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Taha Amn Properties, LLC ("LANDLORD"), as landlord, have previously entered into a Lease Agreement, Contract No. 17-125 dated March 7, 2017 ("Lease"), wherein LANDLORD leases certain premises, comprising approximately 873 square feet at 2433 N. Euclid Avenue, Upland, CA, as more specifically set forth in the Lease, to COUNTY for a term that expired on March 31, 2019, and has continued on a permitted holdover; and,

WHEREAS, COUNTY and LANDLORD now desire to amend Lease to reflect a holdover period of approximately five (5) months from April 1, 2020 to August 31, 2020 with LANDLORD'S consent, extend, following said holdover, the term of the Lease from September 1, 2020 through August 31, 2023 due to COUNTY's exercise of an existing option to extend, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("First Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree that 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, 2020 through August 31, 2020 in the amount of \$1,730.00 per month.

2. Effective September 1, 2020, 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 for the Premises is extended for three years, commencing on September 1, 2020 and expiring on August 31, 2023 (the "First Extended Term")

3. Effective September 1, 2020, DELETE the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**

4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears no later than the last day of each month, commencing when the First Extended Term commences and continuing for the duration of the First Extended Term, subject to an approximate three and one-one percent (3.5%) annual increase, as more specifically set forth below:

<b>Lease Year</b>	<b>Total Monthly Rental Payments</b>
September 1, 2020 thru August 31, 2021	\$1,730.00
September 1, 2021 thru August 31, 2022	\$1,790.00
September 1, 2022 thru August 31, 2023	\$1,853.00

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments

4. Effective September 1, 2020, DELETE in its entirety **Paragraph 25, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 25, NOTICES:**

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 postage prepaid, first-class United States 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 addresses set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if such notice is personally delivered; (ii) the date of delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notices received after 5 pm local time on a business shall be deemed delivered on the following business day.

LANDLORD's Notice Address:

Taha Amn Properties, LLC  
Attn: Mahmoud Banihashemi  
2822 Verbena Avenue,  
Upland, California 91784

COUNTY'S Notice Address:

County of San Bernardino  
Real Estate Services Department  
385 N. Arrowhead Avenue, Third Floor  
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 shall provide COUNTY with documentation evidencing the of completion of said transfer; in which case, the new owner, as the successor landlord, and COUNTY shall enter into a written amendment to reflect the new owner as the successor landlord under this Lease. In addition, the new owner, as 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 each new owner solely for the purposes of reflecting the new owner as the successor landlord and updating its notice address under this Lease. The new owner, as 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 new owner as the successor landlord.

5. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 44, FORMER COUNTY OFFICIALS** and Exhibit "C" and SUBSTITUTE therefore the following as a new **Paragraph 44, FORMER COUNTY OFFICIALS** and new Exhibit "C":

44. **FORMER COUNTY OFFICIALS.** LANDLORD has set forth on Exhibit "C" of the Lease certain information on former COUNTY administrative officials (as defined below) who are employed by or represent LANDLORD. The information provided includes a list of the full names of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of LANDLORD. The information should also include the title/description of the official's last position with COUNTY, the date the official terminated COUNTY employment, the official's current employment and/or representative capacity with LANDLORD, and the date the official entered LANDLORD's employment and/or representation. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

6. 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 provisions and terms of this First Amendment shall control.

**END OF FIRST AMENDMENT**

**COUNTY: COUNTY OF SAN BERNARDINO**

**Taha Amn Properties, LLC**

▶ *Curt Hagman*  
Curt Hagman, Chairman, Board of Supervisors

By *M. Banihashemi*

Dated: AUG 25 2020

Name Mahmoud Banihashemi  
*(Print or type name of person signing contract)*

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

Title Managing Member  
*(Print or Type)*



By *Lynna Monell*  
Deputy

Dated: 8/17/2020

Address 2433 N. Euclid Ave. west  
UPLAND CA 91784

Approved as to Legal Form  
▶ *Agnes Cheng*  
Agnes Cheng, Deputy County Counsel  
Date 6/16/2020

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
*Jim Miller*  
Jim Miller, Real Property Manager, RESD  
Date 8-17-2020

**EXHIBIT "C"**  
**LIST OF FORMER COUNTY OFFICIALS**

**INSTRUCTIONS:** List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the LANDLORD, the date the Official entered LANDLORD's employment and/or representation.

**OFFICIAL'S NAME:**

**REQUIRED INFORMATION**

LANDLORD hereby certifies that the information it has provided in this Exhibit "C" is true, complete, and accurate.

**LANDLORD:**

By: \_\_\_\_\_  
(Name)  
(Title)

Date: \_\_\_\_\_