

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number

20-01 A-1

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Vanderbilt Property, LLC</u>
Contractor Representative	<u>Jon Alberon, Managing Member</u>
Telephone Number	<u>(818) 321-1601</u>
Contract Term	<u>2/1/2020-1/31/2025</u>
Original Contract Amount	<u>\$2,087,412</u>
Amendment Amount	<u>\$0.00</u>
Total Contract Amount	<u>\$2,087,412</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>63004012</u>
Internal Order No.	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS Vicky L. Thomas, Trustee of the Vicky L. Thomas Trust dated February 7, 2007 ("Original Landlord"), and San Bernardino County ("COUNTY") are parties to Lease Agreement, Contract No. 20-01 dated January 7, 2020 ("Lease"), wherein LANDLORD leases certain premises, comprising approximately 17,504 square feet, located at 412 W. Hospitality Lane in San Bernardino, CA, as more specifically set forth in the Lease, to the COUNTY for a term that is currently scheduled to expire on January 31, 2025; and,

WHEREAS, Vanderbilt Property, LLC represents and warrants to the COUNTY that on April 11, 2022, it acquired all right, title, and interest to the real property on which the Premises under the Lease is situated and the Lease from the Original Landlord, and as such Vanderbilt Property LLC, as the successor-in-interest to the Original Landlord, shall hereinafter be referred to as "LANDLORD"; and,

WHEREAS, the LANDLORD and COUNTY desire to amend the Lease to reflect LANDLORD as the successor landlord under this Lease, affirm that the commencement date of the Initial Term of the Lease is February 1, 2020 and the expiration date is January 31, 2025, and amend certain other terms 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 hereby incorporated by reference and made a part hereof, the parties hereto agree that the Lease is amended as follows:

1. Effective as of April 11, 2022, DELETE in its entirety the existing **Paragraph 1, PARTIES**, and SUBSTITUTE therefore the following as a new **Paragraph 1, PARTIES**:

1. **PARTIES:** This lease ("Lease") is made between Vanderbilt Property, LLC, ("LANDLORD"), as landlord, and San Bernardino County ("COUNTY"), as tenant, who agree on the terms and conditions contained in this Lease. LANDLORD hereby represents and warrants to COUNTY that LANDLORD is the legal owner with sole 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 officers, employees, contractors, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related to said breach. LANDLORD's indemnity shall survive the expiration or earlier termination of this Lease.

2. The parties affirm that the Commencement Date, as defined in **Paragraph 3, TERM**, for the Initial Term occurred on February 1, 2020 and the expiration date of the Initial Term of the Lease is January 31, 2025.

3. Effective as of April 11, 2022, DELETE in its entirety the existing **Paragraph 24, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 24, NOTICES**:

24. **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 address to accept delivery if such notice is sent by postage pre-paid, first-class United States 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: Vanderbilt Property, LLC
11440 Chandler Boulevard #1600
North Hollywood, CA 91601

COUNTY'S Address: San Bernardino County
Real Estate Services Department
385 North 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 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 16, INDEMNIFICATION** and **Paragraph 17, 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 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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3. 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 of this First Amendment shall control.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

VANDERBILT PROPERTY, LLC

► Dawn M. Rowe
~~Curt Hagman, Chairman~~ Dawn M. Rowe
Board of Supervisors VICE chair

By ► [Signature]

Dated: JUN 28 2022

Name Jon Alberon

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

Title Managing Member



By [Signature]
Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy

Dated: 6/3/22

Address 11440 Chandler Boulevard #1600
North Hollywood, CA 91601

FOR COUNTY USE ONLY

Approved as to Legal Form
► [Signature]
Agnes Cheng, Deputy County Counsel
Date 6/1/2022

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► [Signature]
Lyle Ballard, Real Property Manager, RESD
Date 6/6/22