



**Contract Number**

98-423 A-8

**SAP Number**

ORIGINAL

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5252
<b>Contractor</b>	John R. Hosman, LLC
<b>Contractor Representative</b>	John R. Hosman, Member
<b>Telephone Number</b>	(760) 333-1889
<b>Contract Term</b>	9/1/1998-10/31/2021
<b>Original Contract Amount</b>	\$447,216.00
<b>Amendment Amount</b>	\$0.00
<b>Total Contract Amount</b>	\$447,216.00
<b>Cost Center</b>	9300061000
<b>GRC/PROJ/JOB No.</b>	65001342
<b>Internal Order No.</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, John R. Hosman, LLC, a California limited liability company ("LANDLORD"), as successor-in-interest to George Robert Croft and So Duk Croft, as trustees of the George Robert Croft and So Duk Croft Family Trust dated December 27, 2001 and Rocky Moore and Ginger Moore, as trustee of the Moore Family Trust dated May 26, 2000, and the County of San Bernardino ("COUNTY") are parties to Lease Agreement, Contract No. 98-423 dated June 16, 1998, as amended by the First Amendment dated November 18, 2003, the Second Amendment dated August 16, 2005, the Third Amendment dated August 7, 2007, the Fourth Amendment dated July 14, 2009, the Fifth Amendment dated July 10, 2012, the Sixth Amendment dated August 25, 2015, and the Seventh Amendment dated October 16, 2018 (collectively the "Lease"), wherein LANDLORD leases certain premises to the COUNTY for a term that is currently scheduled to expire on October 31, 2021; and,

WHEREAS, the LANDLORD's predecessor-in-interest transferred all its right, title, and interests in the Premises under the Lease and the Lease to the LANDLORD, John R. Hosman, LLC, on August 6, 2019; and,

WHEREAS, the LANDLORD and COUNTY desire to amend the Lease to reflect the change of property ownership and to amend certain other terms of the Lease as set forth in this amendment ("Eighth Amendment".

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

1. Effective as of August 6, 2019, 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 John R. Hosman, LLC ("LANDLORD") and the County of San Bernardino ("COUNTY"), who agree on the terms and conditions contained in this Lease. LANDLORD hereby represents and warrants that LANDLORD is the legal owner with sole title to the Premises and has the right to enter into this Lease. In the event of a breach of the foregoing representation and warranty, LANDLORD shall indemnify, protect, defend (with counsel reasonably approved by COUNTY), and hold COUNTY and its officers, employees, and agents harmless from any claims, actions, losses, damages, and/or liability arising out of said breach.

2. Effective as of August 6, 2019, DELETE in its entirety the existing **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 address 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 or refusal to accept delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal 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: John R. Hosman, LLC  
6850 Shawnee Trail  
Yucca Valley, CA 92284

COUNTY'S Address: County of San Bernardino  
Real Estate Services Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0180

B. If, at any time after the Commencement Date, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in 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 a transfer of controlling interest in the real property on which the Premises is situated, LANDLORD and the new owner shall provide COUNTY with evidence of completion of transfer, in which case, the new owner and COUNTY shall document by written amendment said change of ownership. In addition, the new owner shall, within five (5) days of acquiring the Property, provide COUNTY with evidence that it has obtained insurance in compliance with **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 new owner solely for the purposes of reflecting any changes in the legal ownership of the real property on which the Premises is situated and to update the LANDLORD's notice address in the Lease. The new owner acknowledges and agrees new owner's execution of such COUNTY standard amendment is a prerequisite for Rents under this Lease to be paid to the new owner.

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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 Eighth Amendment, the terms of this Eighth Amendment shall control.

**END OF EIGHTH AMENDMENT.**

**COUNTY OF SAN BERNARDINO**

►   
Curt Hagman, Chairman, Board of Supervisors

Dated: 10-8-19  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

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

**JOHN R. HOSMAN, LLC**

By ►   
(Authorized signature - sign in blue ink)

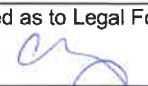
Name John R. Hosman

Title Member

Dated: 9-15-19

Address 6850 Shawnee Trail  
Yucca Valley, CA 92284

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►   
Agnes I. Cheng, Deputy County Counsel  
Date 9/19/19

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►   
Jim Miller, Real Property Manager, RESD  
Date 9-23-19