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ORIGINAL

Contract Number

11-13 A3

SAP Number

Real Estate Services Department

Department Contract Representative Telephone Number Terry W. Thompson, Director 909-387-5000

Contractor Contractor Representative Telephone Number Contract Term Original Contract Amount Amendment Amount Total Contract Amount Cost Center GRC/PROJ/JOB No. Internal Order No. Grant Number (If applicable) Mojave Desert Air Quality Management District Brad Poiriez, Executive Director (760) 245-1661 1/1/2011-1/31/2031 0.00 0.00 0.00 30002886

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY") and Mojave Desert Air Quality Management District ("LICENSEE") have entered into a License Agreement, Contract No. 11-13, dated January 11, 2011, as amended by First Amendment dated December 15, 2015 and Second Amendment dated January 26, 2025 (collectively "the License") wherein the COUNTY licenses certain premises to LICENSEE for a term which expires on January 31, 2026; and,

WHEREAS, COUNTY and LICENSEE now desire to amend the License to reflect the parties' agreement to extend the License term through the use of an existing five (5) year option for the period from February 1, 2026, through January 31, 2031, and amend certain other terms of the License as set forth in this amendment ("Third Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree that the License is amended as follows:

- 1. Effective January 27, 2026, pursuant to Paragraph 3, OPTION TO EXTEND TERM, DELETE in its entirety the existing Paragraph 2, TERM, and SUBSTITUTE therefore the following as a new Paragraph 2, TERM:

2. **TERM:** The term of said License shall be extended an additional five (5) years from February 1, 2026, through January 31, 2031 ("Third Extended Term").

2. Effective January 27, 2026, DELETE in its entirety the existing Paragraph 3, OPTION TO EXTEND TERM, and SUBSTITUTE therefore the following as a new Paragraph 3, OPTION TO EXTEND TERM:

3. **OPTION TO EXTEND TERM:** COUNTY grants LICENSEE the option to extend the term of the license for up to two (2) additional five-year periods (the "extended terms") on the same provisions and conditions, including the annual fee, if applicable. At the time of exercising each option, LICENSEE must not be in default of any terms, covenants, or conditions of the license. The license shall automatically extend unless either party provides a written notice of termination to the other party at least six (6) months prior to the expiration of the then-current term. The annual fee for each extended term shall be re-established through good faith negotiations but shall not be less than the fee in effect at the expiration of the preceding term.

3. This Third Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Third Amendment. For purposes of this Third Amendment only, the parties shall be entitled to sign and transmit an electronic signature of this Third Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to execute and deliver to the other party an original signed License upon request.

[REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY]

