



Contract Number
06-1152 A-5

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909)387-5000</u>
Contractor	<u>IV3 662-696 S Tippecanoe Ave LLC</u>
Contractor Representative	<u>JLL Property Management- Marlyn Ryan</u>
Telephone Number	<u>(909) 467-6858</u>
Contract Term	<u>6/1/2007 – 12/31/2024</u>
Original Contract Amount	<u>\$7,104,552.00</u>
Amendment Amount	<u>\$0.00</u>
Total Contract Amount	<u>\$7,104,552.00</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>59001800</u>
Internal Order No.	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Tip Property Two, LLC (Original Landlord) and San Bernadino County (County) has previously entered into a Lease Agreement, Contract No. 06-1152 dated October 1, 2007 and amended by the First Amendment dated August 21, 2007, the Second Amendment dated October 7, 2008, the Third Amendment dated July 24, 2018, and the Fourth Amendment dated December 14, 2021, collectively ("the Lease") wherein the Original Landlord leases certain premises comprised of approximately 18,000 square feet of office space located at 662 S Tippecanoe Avenue in San Bernardino, CA to COUNTY as more specifically set forth in the Lease, to the COUNTY for a term that is currently scheduled to expire on December 31, 2026; and,

WHEREAS, IV3 662-696 S Tippecanoe Ave, LLC hereby represents and warrants that on April 26, 2022, it acquired all rights title, and interest in the real property on which the Premises is situated and the Lease to Original Landlord, and as such, IV3 662-696 S Tippecanoe Ave LLC, as the successor-in-interest to the Original Landlord, shall hereinafter be referred to as "LANDLORD; and,

WHEREAS, the COUNTY and LANDLORD desire to amend the Lease to reflect the successor landlord under the Lease and to amend certain other provisions of the Lease as more specifically set forth in this amendment; and,

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 April 26, 2022, DELETE in its entirety the existing landlord name from the cover page and SUBSTITUTE therefore the following LANDLORD name which shall read as follows:

"LANDLORD: IV3 662-696 S Tippecanoe Ave LLC
c/o Brookfield Properties
Brookfield Place
250 Vesey Street, 15th Floor
New York, Ny 10281-1023

2. Effective April 26, 2022, DELETE in its entirety the existing Paragraph 1., PARTIES, and SUBSTITUTE therefore the following as a new Paragraph 1., PARTIES, which shall read as follows:

"1. **PARTIES:** This lease ("Lease") is made between IV3 662-696 S. Tippecanoe Ave, , LLC ("LANDLORD") and San Bernardino County ("COUNTY"), with LANDLORD and COUNTY agreeing to 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."

3. Effective as of the date of this Fifth Amendment, DELETE in its entirety the existing Paragraph 25.a.,and b., NOTICES, and SUBSTITUTE therefore the following as a new Paragraph 25.a. and b., NOTICES, which shall read as follows:

"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 pre-paid, first-class United States mail, certified or registered, return receipt requested. 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: IV3 662-696 S Tippecanoe Ave LLC
c/o Brookfield Properties
Brookfield Place
250 Vesey Street
New York, NY 10281-1023

With a copy to: JLL Property Management

3281 E. Guasti Road, Suite 850
Ontario, CA 91761

COUNTY's address

San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave. 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 7insurance in compliance with **Paragraph 17, HOLD HARMLESS** and **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 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.."

4. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between this Lease and this Fifth Amendment, the provisions and terms of this Fifth Amendment shall control.

END OF FIFTH AMENDMENT

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COUNTY: SAN BERNARDINO COUNTY

IV3 662-696 S TIPPECANOE AVE
LLC

►
Curt Hagman, Chairman, Board of Supervisors

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

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

By _____
Deputy

By ► _____

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Agnes Cheng, Deputy County Counsel	► _____	► Lyle Ballard, Real Property Manager, RESD
Date _____	Date _____	Date _____