



ORIGINAL

Contract Number
15-103 A-3

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Vanir Tower Building, Inc.</u>
Contractor Representative	<u>Alex Dominguez, Property Manager</u>
Telephone Number	<u>(909) 225-7409</u>
Contract Term	<u>9/1/2015 – 5/31/2028</u>
Original Contract Amount	<u>\$2,237,753.00</u>
Amendment Amount	<u>\$1,988,897.00</u>
Total Contract Amount	<u>\$4,226,650.00</u>
Cost Center	<u>5711012260</u>
GRC/PROJ/JOB No.	<u>61003378</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Vanir Tower Building, Inc. as landlord (“LANDLORD”) and San Bernardino County as (“County”) have previously entered into a Lease Agreement, Contract No. 15-103 dated March 3, 2015, as amended by the First Amendment dated September 15, 2015, and the Second Amendment dated May 3, 2016 (collectively, “the Lease”), wherein the LANDLORD leases certain premises comprising approximately 14,443 square feet of office space with an address of 290 N. “D” Street, San Bernardino, California, as the premises is more specifically set forth in the Lease, to the COUNTY, for a term that expired on October 4, 2022 and has continued on a permitted holdover; and,

WHEREAS, COUNTY and LANDLORD desire now to amend the Lease to reflect an extension of the term of the Lease for five years for the period of June 1, 2023 through May 31, 2028, following a permitted month-to-month holdover for the period of October 5, 2022 through May 31, 2023, to retain an existing two-year option to extend the term of the Lease and to amend certain other provisions of the Lease.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease is amended as follows:

1. Pursuant to Paragraph 8 of the Lease, COUNTY shall, with LANDLORD’s express consent granted herein, occupy the Premises on a holdover tenancy for the period of October 5, 2022 through May 31, 2023 at a monthly rental rate of \$29,433.00 (“Monthly Holdover Rent”).

2. Effective as of the date of this Third Amendment, DELETE in its entirety the existing Paragraph 3., TERM and SUBSTITUTE therefore a new Paragraph 3., TERM, which shall read as follows:

“3. **TERM:** Extended Term. The Lease’s extended term (“First Extended Term”) shall commence on June 1, 2023 and end on May 31, 2028.”

3. Effective as of the date of this Third Amendment, DELETE in its entirety the existing Paragraph 3., TERM and SUBSTITUTE therefore a new Paragraph 3., TERM, which shall read as follows:

“4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of the month, during the First Extended Term as follows:

June 1, 2023 – May 31, 2024 – monthly payments of \$28,164.00

June 1, 2024 – May 31, 2025 – monthly payments of \$28,722.00

June 1, 2025 – May 31, 2026 – monthly payments of \$29,299.00

June 1, 2026 – May 31, 2027 – monthly payments of \$29,876.00

June 1, 2027 – May 31, 2028 – monthly payments of \$30,454.00

B. Rent for any partial month shall be prorated based on the actual number of days of the month. All rent shall be paid to LANDLORD at the address to which notices to LANDLORD are given. LANDLORD agrees to accept all rental payment by electronic funds transfer and to complete all documents necessary to effect such transfer in a timely manner.

4 Effective as of the date of this Third Amendment, pursuant to Paragraph 6., OPTION TO EXTEND TERM, the parties hereto acknowledge and agree that the County’s two-year option remains available to be exercised by County at a later date to be determined at the sole discretion of the County.

5. All other provisions and terms of Lease Agreement, Contract No. 15-103, as previously amended, shall remain the same and are hereby incorporated by reference. In the event of conflict between the Lease, as previously amended, and this Third Amendment, the provisions and terms of this Third Amendment shall control.

END OF THIRD AMENDMENT

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SAN BERNARDINO COUNTY

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 23 2023

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
San Bernardino County

By [Signature]
Deputy

LESSOR: **Vanir Tower Building, Inc.**

(Print or type name of corporation, company, contractor, etc.)

By ► [Signature]
(Authorized signature - sign in blue ink)

Name Dorene C. Dominguez
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: 4-10-2023

Address 4050 Duckhorn Drive, Suite 100

Sacramento, CA 95834

FOR COUNTY USE ONLY
Approved as to Legal Form

► [Signature]
John Tubbs, Deputy County Counsel

Date 4/4/23

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► [Signature]
Lyle Ballard, Real Property Manager, RESD

Date 5/16/23