

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



Contract Number
16-941 A-2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	TRI-CITY PROPERTY, LLC
Contractor Representative	Paul Miskowicz
Telephone Number	(562) 436-4222
Contract Term	5/1/2017 – 4/30/2027
Original Contract Amount	\$1,817,856
Amendment Amount	\$0
Total Contract Amount	\$1,817,856
Cost Center	
GRC/PROJ/JOB No.	6200 3625
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

~~WHEREAS, the COUNTY and LANDLORD's predecessor in interest, Tri City South Owner, LLC, have previously entered into Lease Agreement, Contract No. 16-941 dated December 20, 2016, and amended by a First Amendment dated March 28, 2017, (collectively, the "Lease"), wherein LANDLORD agreed to lease certain real property to the COUNTY, and,~~

~~WHEREAS, LANDLORD represents that on October 11, 2019, Tri City South Owner, LLC, did transfer all rights, title, and interest in the Lease to Landlord; and,~~

WHEREAS, Tri City South Owner, LLC ("Original Landlord"), as landlord, and the County of San Bernardino ("COUNTY") as tenant, entered into Lease Agreement, Contract No. 16-941 dated December 20, 2016, ("Initial Lease"), wherein the Original Landlord leases certain Premises (as defined in the Lease) located at 621 E. Carnegie Drive, San Bernardino, CA, to the COUNTY for a term that is currently scheduled to expire on April 30, 2027, and,

WHEREAS, the parties and the Original Landlord's lender entered into a Subordination, Attornment, and Nondisturbance Agreement (SNDA) dated March 28, 2017, which is referenced solely for COUNTY's administrative purposes as the First Amendment, although said SNDA does not amend the Lease; and

WHEREAS, Tri-City Property, LLC represents and warrants to COUNTY that it acquired all right,

title, and interest in and to the Property on which the Premises is situated and the Lease from the Original Landlord on October 11, 2019, and as such, Tri-City Property, LLC, as successor-in-interest to the Original Landlord, shall hereinafter be referred to as "LANDLORD"; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Initial Lease to reflect the change in ownership of the Property, based on LANDLORD's foregoing representation and warranty, and to amend certain other provisions of the Lease as more specifically set forth in this amendment ("Second Amendment"), and hereinafter the Initial Lease and the Second Amendment shall collectively be referred to as the "Lease"; and,

NOW, THEREFORE in consideration of the foregoing recitals, which are incorporated herein by reference and made a part hereof, and mutual covenants and conditions contained in this Second Amendment effective as of the date the last of the parties executes this Second Amendment, the parties hereto agree the Lease is amended as follows:

1. ~~Effective October 11, 2019,~~ DELETE in its entirety the existing entity named as "LANDLORD" on name from the cover page and SUBSTITUTE therefore the following named entity as "LANDLORD" name which shall read as follows:

"LANDLORD: Tri-City Property, LLC
P.O. Box 840626
Los Angeles, CA. 90084-0626"

2. ~~Effective October 11, 2019,~~ 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 TRI-CITY PROPERTY, LLC, a Delaware limited liability company, ("LANDLORD"), and landlord, and the County of San Bernardino ("COUNTY"), as tenant, who agree on with LANDLORD and COUNTY agreeing to the terms and conditions contained in this Lease. LANDLORD hereby represents and warrants to COUNTY that, as of the date LANDLORD executes this Lease and continuing until such time that LANDLORD transfers title, LANDLORD is the legal owner with sole title to the Premises building and land on which it is situated, commonly known as 621 E. Carnegie Drive, San Bernardino, CA 92408 ("Property"), in which the Premises (as defined below) is located, and LANDLORD 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 and LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its employees, contractors, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of said breach"

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

"25. **NOTICES:**

aA. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, including but not limited to notices required under the California unlawful detainer statutes, shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by United States first class mail, postage prepaid, certified or registered first class, 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 above/below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed delivered and effective upon the earlier of (i) the date of actual receipt if such notice is served personally, provided if such date is not a

business day, said notice shall be effective as of the immediately following business day; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered by reputable overnight courier service or sent by postage pre-paid, is sent by United States first-class mail, postage, prepaid, 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.

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LANDLORD's Address: Tri-City Property, LLC
 c/o Tiarna Real Estate Services, Inc.
 685 E. Carnegie Drive, Suite 120
 San Bernardino, CA 92408
 Attn: Property Manager

with a copy to: Tri-City Property, LLC
 200 Pine Avenue, Suite 502
 Long Beach, CA 90802
 Attention: Paul Miskowicz

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

B. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises 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 Premises, LANDLORD and the new owner of the Premises, as the successor landlord under this Lease, shall provide COUNTY with documentation evidencing the of completion of said transfer; in which case, the successor landlord and COUNTY shall enter into a written amendment to reflect the name of the successor landlord as the LANDLORD under this Lease. In addition, the successor landlord shall, within five (5) days of acquiring the Premises, provide COUNTY with documentation evidencing that it has obtained insurance in compliance with Paragraph 17, INDEMNIFICATION and Paragraph 18, 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 name of the successor landlord as the LANDLORD and its notice address under this Lease. The successor landlord acknowledges and agrees its execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the successor landlord.

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3. All other provision and terms of the Lease ~~Agreement, Contract No. 16-941~~, shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease, and this Second Amendment, the terms and conditions of this Second Amendment shall control.

END OF SECOND AMENDMENT.

COUNTY:
COUNTY OF SAN BERNARDINO

LANDLORD:
Tri-City Property, LLC

By: _____
Curt Hagman, Chairman
Board of Supervisors

By: _____
(name)

Title: _____

Date: _____

Date: _____

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

By: _____
(name)

Title: _____

LYNNA MONELL, Clerk of the Board of
Supervisors

Date: _____

By: _____
Deputy

Date: _____

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng, Deputy County Counsel

Date: _____