



Contract Number

02-37 A-9

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Summitview Capital Inc.
Contractor Representative	Jason Wang
Telephone Number	626-384-8214
Contract Term	4/1/02 – 3/31/24
Original Contract Amount	\$5,037,875
Amendment Amount	\$0
Total Contract Amount	\$5,037,875
Cost Center	1070002421
GRC/PROJ/JOB No.	52001796
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County Fire Protection District ("COUNTY FIRE") and Lakeside RE Holdings, LLC ("Original Landlord") entered into Lease Agreement, Contract No. 02-37 dated January 15, 2002, as amended by the First Amendment dated April 9, 2002, the Second Amendment dated April 24, 2007, the Third Amendment dated May 12, 2009, the Fourth Amendment dated August 7, 2012, the Assignment and Assumption of the Lease and Consent dated August 7, 2012, the Fifth Amendment dated March 17, 2015, the Sixth Amendment dated March 22, 2016, the Seventh Amendment dated March 20, 2018, and the Eighth Amendment dated March 23, 2021 (collectively, "The Lease") under the terms of which LANDLORD leases certain premises located at 620 South E Street in San Bernardino, CA, as more specifically set forth in the Lease, to COUNTY FIRE for a term that is currently scheduled to expire on March 31, 2024; and,

WHEREAS, Summitview Capital Inc. represents and warrants to the COUNTY FIRE that on August 23, 2021, it acquired all right, title, and interest to the real property on which the Premises is situated from the Original Landlord, and as such, Summitview Capital Inc., as the successor-in-interest to the Original Landlord, shall hereinafter be referred to as "LANDLORD"; and

WHEREAS, the LANDLORD and COUNTY FIRE desire to amend the Lease to reflect Summitview Capital, Inc as the successor landlord under this Lease based on LANDLORD's representation and warranty and to amend certain other provisions of the Lease as more specifically set forth in this amendment ("Ninth Amendment");

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 herein, the parties hereto agree that the Lease is amended as follows:

1. The parties desire to reflect Summitview Capital, Inc. as the successor landlord under the Lease. Accordingly, 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:** The Lease is made between Summitview Capital Inc. ("LANDLORD"), as landlord, and San Bernardino County Fire Protection District ("COUNTY FIRE"), as tenant, who agree on the terms and conditions of the Lease. LANDLORD hereby represents and warrants to COUNTY FIRE that LANDLORD is the owner with sole legal 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 FIRE 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 FIRE), and hold harmless COUNTY FIRE and its employees, contractors, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of said breach.

2. Effective as of December 7, 2021, DELETE in its entirety Paragraph 24., NOTICES and SUBSTITUTE therefore the following as a new Paragraph 24., NOTICES, which shall read as follows:

24. **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 United States, postage prepaid, first-class 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. 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, United States first-class 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: Summitview Capital Inc.
1825 Browerwoods PL
Placentia, CA 92870

COUNTY FIRE: San Bernardino County Fire Protection District
Real Estate Services Department
385 N. Arrowhead Avenue
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 FIRE of such transfer at least fifteen (15) COUNTY FIRE working days prior to completion of such transfer. In the event of such a transfer of controlling interest, LANDLORD shall provide COUNTY FIRE 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 FIRE 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 FIRE with evidence that it has obtained insurance in compliance with **Paragraph 16, HOLD HARMLESS** and **Paragraph 17, INSURANCE**. The COUNTY FIRE's RESD Director shall have the authority on behalf of COUNTY FIRE to execute a COUNTY FIRE 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 FIRE standard amendment and submission of a valid W-9 are pre-requisites for Rents under this Lease to be paid to the successor landlord..

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

3. 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 Ninth Amendment, the provisions and terms of this Ninth Amendment shall control.

END OF NINTH AMENDMENT.

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT**

By: _____
Curt Hagman, Chairman
Board of Directors

Date: _____

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

LYNNA MONELL, Secretary

By: _____
Deputy

Date: _____

SUMMITVIEW CAPITAL INC.

By: _____
Jason Wang

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to Legal Form

► _____
Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____
Lyle Ballard, Real Property Manager, RESD

Date _____