



Contract Number
12-815 A3

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	3806 Southridge, LLC
Contractor Representative	Bruce Berman
Telephone Number	818-399-3990
Contract Term	11/01/2012-10/31/2022
Original Contract Amount	\$580,935
Amendment Amount	\$0.00
Total Contract Amount	\$580,935
Cost Center	
GRC/PROJ/JOB No.	81003126
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and ERS Partners, LP ("Original Landlord"), as landlord, entered into Lease Agreement, Contract No. 12-815 dated November 6, 2012, as amended by the First Amendment dated October 6, 2015 and the Second Amendment dated October 31, 2017 (collectively, the "Lease") wherein LANDLORD leases certain premises, comprising 9,574 square feet located at 459 E. Industrial Road, San Bernardino, CA, as more specifically described in the Lease, to COUNTY for a term that is currently scheduled to expire on October 31, 2022, and,

WHEREAS, 3806 Southridge, LLC, a Texas limited liability company, represents and warrants to the COUNTY that, on March 9, 2022, it acquired all right, title, and interest to the Property on which the Premises is situated and the Lease from the Original Landlord, and as such, 3806 Southridge, LLC, as the successor-in-interest to the Original Landlord, shall hereinafter be referred to as "LANDLORD"; and,

WHEREAS, the parties desire to affirm LANDLORD as the successor landlord to the Lease, as more specifically set forth in this amendment ("Third Amendment");

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

1. Effective as of March 9, 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:** The Lease is made between 3806 Southridge, LLC ("LANDLORD"), as landlord, and San Bernardino County ("COUNTY"), as tenant, who agree on the terms and conditions of the Lease. LANDLORD hereby represents and warrants to COUNTY that LANDLORD is the owner with sole legal title to the Premises and the real property on which the Premises is situated and LANDLORD 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 employees, contractors, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of said breach. LANDLORD's indemnity shall survive the expiration or earlier termination of this Lease.

2. Effective as of March 9, 2022, DELETE in its entirety Paragraph 25, NOTICES and SUBSTITUTE therefore the following as a new Paragraph 25, 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 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: 3806 Southridge, LLC
5955 W. 8th St. #108
Los Angeles, CA 90036

COUNTY: San Bernardino County
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 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 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 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.

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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 Third Amendment, the provisions and terms of this Third Amendment shall control.

END OF THIRD AMENDMENT.

COUNTY: SAN BERNARDINO COUNTY

3806 SOUTHRIDGE, LLC, a Texas limited liability company

►
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

►
Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Lyle Ballard, Real Property Manager, RESD

Date _____