



**Contract Number**

22-584 A1

**SAP Number**

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	GWL Direct 1925 Grove LLC
<b>Contractor Representative</b>	Ariya Saenz
<b>Telephone Number</b>	949-570-0217
<b>Contract Term</b>	9/1/2022 –10/31/2027
<b>Original Contract Amount</b>	\$14,844,466.51
<b>Amendment Amount</b>	\$0.00
<b>Total Contract Amount</b>	\$14,844,466.51
<b>Cost Center</b>	
<b>GRC/PROJ/JOB No.</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, PSIP EBS Francis LLC, a Delaware Limited Liability Company, ("Original Landlord"), as landlord, and San Bernardino County ("COUNTY"), as tenant, entered into a Lease Agreement, Contract No. 22-584 dated June 28, 2022 (the "Lease"), wherein the Original Landlord leases to COUNTY the Lease Premises located at 1925 South Grove Avenue, Ontario, CA, and;

WHEREAS, GWL Direct 1925 Grove, LLC, a Delaware Limited Liability Company, represents and warrants to the COUNTY that, on November 4, 2022, it acquired all of the Original Landlord's right, title, and interests in real property on which the Premises under the Lease is situated and to the Lease, and as such, GWL Direct 1925 Grove LLC, as the successor-in-interest to the Original Landlord, shall hereinafter be referred to as "LANDLORD" and;

WHEREAS, the parties desire to confirm that the Term Commencement Date occurred on September 1, 2022 and that the Original Term commenced on September 1, 2022 and will expire on October 31, 2027; and

WHEREAS, the LANDLORD and COUNTY desire to amend the Lease to reflect LANDLORD as the successor landlord under the Lease, to confirm the commencement and expiration dates of the Original Term of the Lease, and to amend certain other terms of the Lease, as more specifically set forth in this amendment ("First Amendment").

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

1. DELETE in its entirety the existing Basic Lease Terms, Paragraph d, Landlord and Address for Notices and SUBSTITUTE the following:

**BASIC LEASE TERMS**

d.	Landlord	GWL Direct 1925 Grove, LLC, a Delaware Limited Liability Company
	Address for Notices (Section 22)	GWL Direct 1925 Grove, LLC c/o EverWest Real Estate Investors, LLC 1009 18 <sup>th</sup> Street, Suite 2900 Denver, Colorado 80202”

2. The parties hereby affirm that the “Term Commencement Date” pursuant to the Basic Lease Terms, Paragraph g occurred on September 1, 2022. Accordingly, the “Original Term” of the Lease pursuant to the Basic Lease Terms, Paragraph g commenced on September 1, 2022 and shall expire on October 31, 2027, unless earlier terminated in accordance with the Lease.

3. COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed First Amendment upon request.

4. All capitalized terms not otherwise defined in this First Amendment shall have the same meaning as set forth in the original Lease. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference.

**END OF FIRST AMENDMENT**

SAN BERNARDINO COUNTY

GWL DIRECT 1925 GROVE, LLC,  
a Delaware Limited Liability Company

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

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

Name Michael Warren \_\_\_\_\_

Title Chief Legal Officer \_\_\_\_\_

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

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 \_\_\_\_\_