

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



ORIGINAL

Contract Number

22-584 A1

SAP Number

Real Estate Services Department

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

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 th Street, Suite 2900 Denver, Colorado 80202 legalnotices@everwest.com |

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

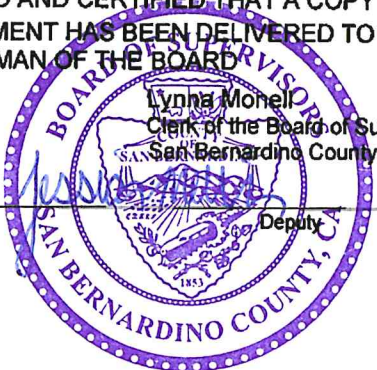
SAN BERNARDINO COUNTY

▶ Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 09 2023

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

By Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



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

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

Name Michael Warren

Title Chief Legal Officer

Dated: May 1, 2023

Address 1099 18th Street, Suite 2900
Denver, CO 80202

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ [Signature]
Agnes Cheng, Deputy County Counsel
Date 4/18/2023

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ _____
Lyle Ballard, Real Property Manager, RESD
Date _____