



ORIGINAL

Contract Number

13-942 A-3

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Perricomm3, LLC
Contractor Representative	James D. Franklin, Managing Member
Telephone Number	(562) 436-2209
Contract Term	7/1/2014 – 6/30/2029
Original Contract Amount	\$1,647,696.00
Amendment Amount	\$2,506,956.00
Total Contract Amount	\$4,154,652.00
Cost Center	9300091000
GRC/PROJ/JOB No.	65003251
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Perricomm3, LLC ("LANDLORD"), as landlord, have previously entered into Lease Agreement, Contract No. 13-942 dated November 19, 2013, as amended by the First Amendment dated April 22, 2014 and the Second Amendment dated October 17, 2017 (collectively, the "Lease"), wherein LANDLORD leases certain premises comprising approximately 15,206 square feet of office and warehouse space at 247 S. Boyd Street, Units A through H, approximately 2,750 square feet of warehouse space at 248 S. Sierra Way, Units B & C, and approximately 27,733 square feet of vacant land at 111 Cluster Street, all in the City of San Bernardino, CA to the COUNTY, which Lease is scheduled to expire on June 30, 2021; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a reduction in the leased premises by approximately 30,483 square feet, comprising approximately 2,750 square feet of warehouse at 248 S. Sierra Way, Units B & C, and approximately 27,733 square foot of vacant land at 111 Cluster Street, a negotiated early extension of the lease term for the reduced premises for eight years through June 30, 2029, and an amendment certain other terms of the Lease as set forth in this amendment ("Third Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease is amended as follows:

1. Effective November 1, 2019, DELETE in its entirety the existing **Paragraph 2, PREMISES LEASED**, and SUBSTITUTE therefore the following as a new **Paragraph 2, PREMISES LEASED**; DELETE in its entirety all existing exhibits referenced as **EXHIBIT "A"** and **EXHIBIT "AA"** and SUBSTITUTE therefore the attached **EXHIBIT "A", PREMISES**:

2. **PREMISES LEASED:**

A. LANDLORD leases to COUNTY and COUNTY leases from LANDLORD certain premises comprising approximately 15,206 square feet of office and warehouse space, identified as Units A-H ("Premises"), located in the building on real property ("Building") at 247 S. Boyd Street, San Bernardino, CA 92415 ("Property"). The Premises is more particularly depicted in Exhibit "A", Premises, attached hereto and incorporated herein by reference. The parties hereby agree that the Premises shall not be re-measured at any time during the term of the Lease, including any extensions thereof.

B. Along with the Premises, LANDLORD grants to COUNTY, at no additional cost, the right to the non-exclusive use of approximately fourteen (14) parking spaces, including two (2) handicapped parking spaces, in the parking lot located on the Property, and the right of ingress and egress to the Premises, and the parking lot at the Building. The term "Property" as used in this Lease shall include the parking lot at the Property.

C. For avoidance of doubt, the parties agree that, effective October 31, 2019, the approximately 2,750 square feet of warehouse space at 248 S. Sierra Way, Units B & C, and approximately 27,733 square feet of vacant land at 111 Cluster Street are surrendered to the LANDLORD in the condition required by this Lease, that COUNTY shall have no further obligation for said surrendered premises under this Lease from and after November 1, 2019, and that all references to Premises herein shall mean the reduced premises of approximately 15,206 square feet of office and warehouse space at 247 S. Boyd Street, Units A through H.

D. The parties agree that, notwithstanding anything to the contrary in the Lease, LANDLORD's obligations in Paragraph 11, HEALTH, SAFETY, AND FIRE REQUIREMENTS, and in Paragraph 13, MAINTENANCE shall apply as to the entire Property and not as to only the Premises.

2. Effective November 1, 2019, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, from July 1, 2021 through June 30, 2029 (the "First Extended Term").

3. Effective November 1, 2019, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears not later than the last day of each month, during the duration of the existing term, continuing through the First Extended term, based on approximately 15,206 square feet of leased space, which includes, but is not limited to, the cost of janitorial services, as more specifically reflected and included in the amounts set forth below:

Remainder of Existing Term:

Lease Year	Rent (per month)
November 1, 2019 thru June 30, 2020	\$17,328.00
July 1, 2020 thru June 30, 2021	\$17,644.00

First Extended Term:

Lease Year	Rent (per month)
July 1, 2021 thru June 30, 2022	\$20,356.00
July 1, 2022 thru June 30, 2023	\$20,828.00
July 1, 2023 thru June 30, 2024	\$21,300.00
July 1, 2024 thru June 30, 2025	\$22,076.00
July 1, 2025 thru June 30, 2026	\$22,701.00
July 1, 2026 thru June 30, 2027	\$23,477.00
July 1, 2027 thru June 30, 2028	\$24,102.00
July 1, 2028 thru June 30, 2029	\$24,877.00

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

4. Effective November 1, 2019, DELETE in its entirety **Paragraph 25, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 25, NOTICES**:

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 or sent by postage prepaid, first-class United States 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. Notices shall be deemed delivered upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested.

LANDLORD'S Address: Perricomm3, LLC
31 Watercress
Irvine, CA 92603

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

B. If, at any time after the execution of this Third Amendment, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Property 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 Property, LANDLORD and the new owner shall provide COUNTY with evidence of completion of transfer; in which case, the new owner and COUNTY shall document by written amendment said change of ownership. In addition, the new owner shall, within five (5) days of acquiring the Property, provide COUNTY with evidence that it has obtained insurance in compliance with **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 new LANDLORD solely for the purposes of reflecting any changes in the legal ownership of the Property and to update the LANDLORD's notice address in the Lease. The new LANDLORD acknowledges and agrees execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new LANDLORD.

5. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this Third Amendment, the terms of this Third Amendment shall control.

END OF THIRD AMENDMENT.

COUNTY OF SAN BERNARDINO

► 
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.

Laura H. Welch / Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
By 
Deputy

PERRICOMM3, LLC

By ► 
(Authorized signature - sign in blue ink)

Name James D. Franklin

Title Managing Member

Dated: 7.15.2019

Address 31 Watercress

Irvine, CA 92603

FOR COUNTY USE ONLY



Approved as to Legal Form ►  Agnes Cheng, Deputy County Counsel Date <u>7/11/19</u>	Reviewed for Contract Compliance ► _____ Date _____	Reviewed/Approved by Department ►  Jim Miller, Real Property Manager, RESD Date <u>7-17-19</u>
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EXHIBIT "A" – PREMISES

UNITS A THROUGH H AT 247 S. BOYD STREET, SAN BERNARDINO

