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

SAN BERNARDINO COUNTY

ORIGINAL

Contract Number

05-941 A4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Cooley Court, LLC
Contractor Representative	Donald Kaplan
Telephone Number	310-264-9933
Contract Term	9/1/2006 – projected end date of 12/31/2023
Original Contract Amount	$4,378,019
Amendment Amount	$1,800,237
Total Contract Amount	$6,178,256
Cost Center	
GRC/PROJ/JOB No.	**57001908**
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Cooley Court, LLC ('LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 05-941 dated September 20, 2005, as amended by the First Amendment dated November 7, 2006, the Second Amendment dated April 1, 2008, and the Third Amendment dated October 4, 2016, (collectively, the "Lease"), wherein LANDLORD leases certain premises at 1140 East Cooley Avenue, San Bernardino, CA, as the premises are more specifically described in the Lease, to the COUNTY for a term that expired on September 30, 2019 and is currently on a permitted holdover; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend Lease to reflect a permitted holdover period from October 1, 2019 through the day immediately preceding the Second Extended Term Commencement Date (as later defined), to extend the Lease term for three years, commencing on the Second Extended Term Commencement Date, by the COUNTY's exercise of an existing option to extend the term of the Lease, to adjust the rental rate schedule, and to modify certain other provisions as more specifically set forth in this amendment ("Fourth Amendment").

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

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from October 1, 2019 through the day immediately preceding the Second Extended Term Commencement Date (as later defined) at a rental rate of

$33,327.00 per month, which shall be pro-rated for any partial months based on the actual number of days during the subject month.

2. Effective as of the Second Extended Term Commencement Date, pursuant to Paragraph 6, OPTION TO EXTEND TERM, EXTEND the term of the Lease, as provided in **Paragraph 3, TERM**, for a period of three (3) years ("Second Extended Term"), commencing on the first day of the calendar month following the Improvement Completion Date, as defined in Exhibit F ("Second Extended Term Commencement Date"). The Parties shall execute a Commencement Date Certificate substantially in the form of Exhibit "G," attached hereto and incorporated herein by reference, to confirm the occurrence of the actual Second Extended Term Commencement Date, the actual expiration date of the Second Extended Term, and any other pertinent terms of the Lease. COUNTY shall prepare the Commencement Date Certificate and LANDLORD shall execute and return said certificate within ten (10) days after its receipt from COUNTY. If LANDLORD does not timely execute and return said certificate, LANDLORD shall be deemed to have accepted all of the terms of the Lease as confirmed in the Commencement Date Certificate prepared by COUNTY. COUNTY's Director of the Real Estate Services Department ("RESD") shall have the authority on behalf of COUNTY to execute said certificate but only if the occurrence of the actual Improvement Completion Date does not exceed ninety (90) days from the Projected Improvement Completion Date.

3. Effective as of the Second Extended Term Commencement Date, DELETE in its entirety the existing **Paragraph 4.a. RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.a. RENT**:

4. **RENT**:

a. COUNTY shall pay to LANDLORD the following monthly payments for the Premises in arrears on or before the last day of each month, commencing on the Second Extended Term Commencement Date and continuing during the Second Extended Term, subject to an approximate two percent (2%) increase on each anniversary of the Second Extended Term Commencement Date, as more specifically reflected and included in the amounts set forth below:

Monthly rent (commencing as of the Second Extended Term Commencement Date):
Year 1– monthly payments of $33,327.00
Year 2 – monthly payments of $33,994.00
Year 3 – monthly payments of $34,674.00

Amortized Improvement cost (commencing as of the Second Extended Term Commencement Date:
Year 1 – monthly payments of $2,122.00
Year 2 – monthly payments of $2,122.00
Year 3 – monthly payments of $2,122.00

Total monthly payment (commencing as of the Second Extended Term Commencement Date):
Year 1 – monthly payments of $33,327.00 + $2,122.00 = $35,449.00 ($425,388 annually)
Year 2 – monthly payments of $33,994.00 + $2,122.00 = $36,116.00 ($433,392 annually)
Year 3– monthly payments of $34,674.00 + $2,122.00 = $36,796.00 ($441,552 annually)

4. Effective as of as of the Second Extended Term Commencement Date, DELETE in its entirety the existing **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM**:

6. **OPTION TO EXTEND TERM**:

a. LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for two (2) three-year periods (each an "extended term") following expiration of the Second Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 8, HOLDING OVER**.

b. The monthly rent for the Premises during each extended term shall be adjusted by good faith negotiation of the Parties to the fair market monthly rental rate then prevailing based on the monthly rental rent ("FMV Rent") of comparable leased premises in the County of San Bernardino. The FMV Rent shall be based only on the monthly rent for the Premises and shall not take into account the monthly amortized improvement payment, if any, given that the cost of the subject improvements would have been fully amortized on or before the expiration of the then current term. If the Parties have been unable to agree on the FMV Rent for the Premises within five (5) months of COUNTY's exercise of its option, said FMV Rent shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then preceding term and the determination of the monthly rent for the Premises by arbitration for the extended term, COUNTY shall continue to pay the monthly rent for the Premises in the amount due for the last month of the preceding term (excluding any amounts for amortized improvement costs). If the FMV Rent for the Premises is determined by arbitration and COUNTY does not, for any reason, agree with such determination, COUNTY shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY's receipt of the arbitration-determined FMV Rent. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined FMV Rent for the month immediately following COUNTY's receipt of said rate determination and for the duration of the subject extended term. The parties agree to equally split the cost of the arbitration filing, hearing, and arbitrator fee; all other costs for the arbitration, including, but not limited to, any attorneys' fees shall be the sole responsibility of each party.

5. Effective as of as of the Second Extended Term Commencement Date, DELETE in its entirety the existing **Paragraph 8, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 8, HOLDING OVER**:

8. **HOLDING OVER**: In the event the COUNTY shall hold over and continue to occupy the Premises, with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the term of this Lease, excluding any Amortized Improvement cost in Paragraph 4.a. RENT. Notwithstanding **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**, either party shall have the right to terminate Lease with not less than ninety (90) days prior written notice to the other party during any holdover tenancy.

6. Effective as of as of the Second Extended Term Commencement Date, DELETE in its entirety the existing **Paragraph 13, MAINTENANCE, Subparagraph a. (4)**, and SUBSTITUTE therefore the following as a new **Paragraph 13, MAINTENANCE, Subparagraph a. (4)**:

13. **MAINTENANCE**

a. (4) All heating, ventilation and air conditioning ("HVAC") systems of the Premises and the Building, inclusive of all components thereto and regardless of where situated on the Property; HVAC maintenance shall include, but is not limited to, providing certified air balance and maintenance service (with a copy of the certificate to be delivered to COUNTY on the Second Extended Term Commencement Date and on each second anniversary of said date during the Lease term) and replacing all filters, using High Efficiency Particulate Air (HEPA) filters on a quarterly basis during the term of the Lease; and

7. Effective as of as of the Second Extended Term Commencement Date, DELETE in its entirety the existing **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, 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:	Cooley Court, LLC 500 N. Brand Blvd, Suite 2120 Glendale, CA 91203
COUNTY:	County of San Bernardino 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 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 Premises along with an assignment of this Lease, LANDLORD and the new owner of the Premises, as the successor landlord under this Lease, shall provide COUNTY with documentation evidencing the of completion of said transfer; in which case, the successor landlord and COUNTY shall enter into a written amendment to reflect the name of the successor landlord as the LANDLORD under this Lease. In addition, the successor landlord shall, within fifteen (15) County days of acquiring the Premises and this Lease, provide COUNTY with documentation evidencing 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 name of the successor landlord as the LANDLORD and its notice address under this Lease. The execution of such COUNTY standard amendment is a pre-requisite for rents under this Lease to be paid to the new owner as the successor landlord.

8. Effective as of the Second Extended Term Commencement Date, DELETE in its entirety the existing **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**, and SUBSTITUTE therefore the following as a new **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE:**

40. **COUNTY'S RIGHT TO TERMINATE LEASE:** The COUNTY shall have the right to terminate this Lease at any time whenever COUNTY, in its sole discretion, determines it would be in COUNTY's best interests to terminate this Lease, provided that such right shall only be exercisable by COUNTY if the term is extended beyond the Second Extended Term. The Director of the Real Estate Services Department (RESD) shall give LANDLORD notice of any termination pursuant to this paragraph at least ninety (90) days prior to the date of termination. In the event COUNTY terminates the Lease pursuant to this Paragraph 40, LANDLORD shall have the right to receive from COUNTY the rent which will have been earned under the Lease through the effective termination date but no other amounts.

9. Effective as of the date this Fourth Amendment is mutually executed, DELETE in its entirety the existing **Paragraph 41, LANDLORD'S IMPROVEMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 41, LANDLORD'S IMPROVEMENTS**:

41. **LANDLORD'S IMPROVEMENTS:** LANDLORD shall, at its sole cost and expense, complete the certain improvements ("Improvements") in accordance with the Exhibit "F", Improvement Work Letter, and Exhibit "F-1", Improvement Specifications.

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10. 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 Fourth Amendment, the provisions and terms of this Fourth Amendment shall control.

END OF FOURTH AMENDMENT.

COUNTY:
COUNTY OF SAN BERNARDINO

By: _____
Curt Hagman, Chairman
Board of Supervisors

Date: NOV 17 2020

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

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: NOV 17 2020

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng, Deputy County Counsel

Date: 11/4/2020

LANDLORD:
COOLEY COURT, LLC

By: _____
Donald Kaplan

Title: Manager

Date: 11/06/2020

EXHIBIT "F"

IMPROVEMENT WORK LETTER

Concurrently with the execution of this Improvement Work Letter, LANDLORD and COUNTY have entered into Fourth Amendment to the Lease for the Premises. All terms not defined herein have the same meaning as set forth in the Lease. To the extent applicable, the provisions of the Lease are incorporated herein by this reference.

1. LANDLORD shall, at its sole cost and expense, construct the improvements ("Improvements") at the Premises and, if applicable, at the Building and the Property in accordance with the plans and specifications set forth on Exhibit F-1, attached hereto and incorporated herein by reference (the "Improvement Specifications"), this Improvement Work Letter, and the Lease, including but not limited to Paragraph 11, HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS, provided that the cost of the Improvements is amortized over the Second Extended Term and such amortized amount is payable monthly as set forth in Paragraph 4, RENT. Any increase in the cost of the Improvements after the mutual execution of the Fourth Amendment to the Lease shall be LANDLORD's sole responsibility regardless of cause except if such cost increase is due to a COUNTY Change Order (as later defined).

2. LANDLORD shall, at its sole cost and expense, furnish all of the design, material, labor and equipment required to construct the improvements and shall apply for and obtain, all permits, licenses, certificates, and approvals necessary for the construction of the Improvements. LANDLORD shall provide all site plans for the Premises, the Building, and the Property, including Building elevations and exterior finishes, space design plans, construction plans, and a complete set of the bid drawings and specifications. The bid drawings shall be provided to COUNTY on reproducible transparent vellum with the architect's/engineer's professional stamp and signature and on a compact disc-recordable (CD-R) in an Adobe Acrobat file format (.pdf file extension) and on AutoCAD software (.dwg file extension). The plans and specifications for the Improvements shall be submitted as a reproducible hardcopy and copied on a CD-R with formats compatible with Microsoft Word.

3. LANDLORD shall not modify the Improvements without obtaining the prior written consent of the COUNTY's RESD representative, as the authorized COUNTY agent for the Improvements. In the event LANDLORD makes any modifications to the Improvements without COUNTY's prior written consent, COUNTY shall have no liability for any costs incurred and LANDLORD shall be solely responsible for said costs and for any costs incurred to return the affected portion of the Improvements to its original specifications. During construction of the Improvements, if COUNTY's authorized COUNTY RESD representative proposes any modifications to or additional work that are not set forth in Exhibit "F-1", Improvement Specifications, LANDLORD shall, prior to commencing any proposed work, promptly provide pricing and schedule impacts to COUNTY for the proposed work. If the parties mutually agree to proceed with the proposed modification or additional work to the Improvements ("COUNTY Change Order Work"), the authorized representatives of the Parties shall execute a change order document ("COUNTY Change Order") setting forth the agreed specifications, costs, and schedule impact, if any, for the COUNTY Change Order Work and LANDLORD shall promptly complete said COUNTY Change Order Work. In addition to the cost of the COUNTY Change Order Work, COUNTY shall pay LANDLORD an administrative fee calculated at ten percent (10%) of the cost of the COUNTY Change Order Work. Upon LANDLORD's Substantial Completion of the COUNTY Change Order Work and acceptance of the Improvements for COUNTY's intended use, subject to latent defects and the representations, warranties, and provisions of the Lease. COUNTY shall pay LANDLORD for the COUNTY Change Order Work by separate purchase order (and not by additional amortization into the rent) within ninety (90) days after COUNTY's receipt of an itemized invoice, proof of payment, lien releases, and any other documents requested by COUNTY for the COUNTY Change Order Work, provided that such payment shall in no event be due prior to the Improvement Completion Date. The authorized COUNTY RESD representative may process one or more COUNTY Change Orders in accordance with this Paragraph 3, provided that, notwithstanding anything to the contrary in the Lease or this Improvement Work Letter, the cumulative total of all agreed COUNTY Change Orders shall not exceed $5,000. Any proposed COUNTY Change Order(s) that cause the cumulative total of all agreed COUNTY Change Orders to exceed $5,000 shall be processed by a mutually agreed amendment to the Lease that is executed by the parties.

4. In the event LANDLORD contracts for the construction of the Improvements or any portion thereof, LANDLORD shall comply with the provisions of the California Public Contract Code 22000 through 22045 regarding bidding procedures and Labor Code Section 1720.2 and 1770 et seq. regarding general prevailing wages, including, but not limited to, those requirements set forth on Exhibit "B" of the Lease. LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and contractors from any and all claims, actions, losses, damages and/or liability arising out of or related to the obligations set forth in this paragraph. LANDLORD's indemnity obligations shall survive the expiration or earlier termination of the Lease and such obligations shall not be limited by the existence or availability of insurance.

5. Following the mutual execution of the Fourth Amendment to the Lease, Landlord shall promptly and diligently proceed with the construction of the Improvements and use reasonable speed, diligence and good faith efforts to Substantially Complete the Improvements on or prior to January 1, 2021 ("Projected Improvement Completion Date"). The Improvements shall be deemed "Substantially Complete" and the Improvement Completion Date shall occur upon the occurrence of all of the following: (i) LANDLORD has substantially completed the Improvements in accordance with the this Improvement Work Letter, the Improvement Specifications, and this Lease subject only to minor punchlist items as mutually agreed by the Parties; (ii) COUNTY's receipt of a final certificate of occupancy for the Premises, and if applicable, the Building and the Property, issued by all relevant governmental authorities; and (iii) written acceptance by an authorized agent of COUNTY of the Improvements for COUNTY's intended use, subject to latent defects and the representations, warranties, and provisions of the Lease.

6. All punchlist items shall be completed by LANDLORD within thirty (30) days after the Improvement Completion Date. In the event that LANDLORD fails to complete said punchlist items within said thirty (30) days, COUNTY shall only pay eighty percent (80%) of the monthly rent and other sums then due under the Fourth Amendment to the Lease with the remaining twenty percent (20%) of the monthly rent and other sums due to accrue but shall not be paid to LANDLORD until all such punchlist items have been completed and agreed by COUNTY. If COUNTY withholds monthly rent or other sums due under this paragraph, COUNTY shall not be in default of the Lease and no interest or service charges shall be added to the amounts due LANDLORD upon completion of the punchlist items.

7. Reserved.

8. LANDLORD shall provide COUNTY with a weekly written progress report during the construction of the Improvements. The report shall contain the most current information regarding progress, completions, and delays for each milestone of the construction schedule. COUNTY and its representatives shall be given reasonable notice of and may attend all project meetings, including all design review meetings and construction meetings. At COUNTY's option, Landlord shall meet with COUNTY weekly to provide detailed progress reports.

9. LANDLORD acknowledges and agrees that late delivery to COUNTY of the Improvements Substantially Completed by the Projected Improvement Completion Date will cause COUNTY to incur costs not contemplated by the Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LANDLORD fails to deliver the Improvements Substantially Completed by the Projected Improvement Completion Date, LANDLORD agrees to pay COUNTY liquidated damages in the amount of Five Hundred and 00/00 Dollars ($500.00) for each day of delay, commencing on the day immediately following the Projected Improvement Completion Date until the day the Improvement Completion Date occurs. The parties agree that this amount for liquidated damages represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late delivery. Acceptance of any amount of liquidated damages shall not constitute a waiver of LANDLORD's default or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY at law or in equity.

10. In the event that LANDLORD does not deliver the Improvement Substantially Completed by the Projected Improvement Completion Date, COUNTY shall, in addition to the remedies in Paragraph 9 above, have the right to elect to terminate the Lease upon written notice to LANDLORD; in which event, neither Party shall have any further obligations to the other, except for those obligations that expressly survive the termination of the Lease. In the event that COUNTY elects to so terminate the Lease, COUNTY's election shall be in writing and shall be

given after the Projected Improvement Completion Date has been missed but prior to the occurrence of the Improvement Completion Date.

11. Notwithstanding Paragraphs 9 and 10 of this Improvement Work Letter, in the event LANDLORD, after exercising all due diligence, is unable to meet the Projected Improvement Completion Date due to reasons which LANDLORD proves are directly and solely caused by the COUNTY, then the Projected Improvement Completion Date shall be extended for a period equivalent to the period of such delay, provided that as soon as LANDLORD becomes aware or should in the exercise of due diligence have become aware of any facts or circumstances that may or will cause such a delay, LANDLORD shall immediately provide written notice to COUNTY of any such delay or anticipated delay. In the event LANDLORD fails to timely notify COUNTY in writing of any such delay or anticipated delay, the provisions of this Paragraph 11 shall not apply to such delay or anticipated delay and the Projected Improvement Completion Date shall remain unmodified.

12. Until the Improvements are Substantially Completed and all minor punchlist items have been completed, LANDLORD understands and agrees that LANDLORD shall not sell the Property, assign the Lease, or transfer a controlling interest in LANDLORD person or entity or the Premises to a third party ("Transfer") without COUNTY's prior review and written approval. In the event LANDLORD desires to make a Transfer, LANDLORD shall submit a written request to COUNTY along with all relevant documents regarding the proposed Transfer to COUNTY for its review and consent. COUNTY's consent shall be deemed denied in the event COUNTY does not respond to LANDLORD's Transfer request. In the event COUNTY consents to LANDLORD's Transfer request, the Parties shall execute an amendment to the Lease to confirm the Transfer.

13. Reserved.

14. For a period of two (2) years from Improvement Completion Date, the Improvements shall be warranted by Landlord against defects in design, materials and workmanship. Without limiting Landlord's repair obligations to the extent expressly set forth in the Lease, Landlord shall, at Landlord's expense, promptly repair or replace any such defective Improvement evidenced by written notice from County to Landlord within such two (2) year period

15. During the Lease term, Landlord warrants the Improvements against all latent defects and the failure of the Improvements to be completed in accordance with the plans and specifications. The warranties set forth in Paragraph 14 and this Paragraph 15 herein cover all design, labor, materials and equipment required to perform any required repairs or other remediation resulting from the breach of any such warranty. Upon and following Improvement Completion Date, Landlord shall enforce for the benefit of County all such warranties and guarantees relating to the Improvements and all equipment and building systems comprising a portion of the Improvements. Landlord's failure to honor any such warranty made by Landlord shall be a default by Landlord under the Lease.

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IN WITNESS WHEREOF, LANDLORD and COUNTY have caused this Improvement Work Letter to be duly executed by their authorized representatives as of the date of the Fourth Amendment to the Lease.

COUNTY:
COUNTY OF SAN BERNARDINO

By: _____
Curt Hagman, Chairman
Board of Supervisors

Date: NOV 17 2020

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

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: NOV 17 2020

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng, Deputy County Counsel

Date: 11/4/2020

LANDLORD:
COOLEY COURT, LLC

By: _____
Donald Kaplan

Title: Manager

Date: 11/06/2020

EXHIBIT "F-1"

IMPROVEMENT SPECIFICATIONS

This Exhibit "F-1" Improvements Specifications sets forth the COUNTY'S room-by-room specifications for the Improvements to be constructed pursuant to this Fourth Amendment to the Lease. The Improvements shall be constructed pursuant to the room-by-room specifications.

HUMAN SERVICES
ADMINISTRATION SUPPORT DIVISION
1140 E Cooley Ave, SB

Room by Room / (Area by Area) Specifications

Room Number	Floor	Walls	Comments
OFFICE / ADMIN AREA Demarked in Orange Lines See Exhibit "F-4"	Carp	Paint to match existing color	• New Carpet will be installed. Approximately 380+/- yards • Painting walls to match existing color scheme
RESTROOM Demarked in Orange Lines See Exhibit "F-4"	As is	As is	• Paint ceiling only, match existing color scheme
LUNCH ROOM Demarked in Orange Lines See Exhibit "F-4"	Tile	Paint to match existing color	• Paint all walls to match existing color • Tile replacement with Armstrong Excelion @ 145 SF • Install new 4" vinyl base
FENCE IMPROVEMENT Demarked in Green Lines See Exhibit "F-4"			• Perimeter fence line modification. • Weld perforated metal sheets to fence on Secure Parking Area at the Front and at the Back, approximately 300feet • Paint to match each sheet 48" x 84" for a total of 45pcs.
PLANTER MODIFICATION Demarked in Red Lines See Exhibit "F-4"			• Planter modification to improve drainage on South and West planters. • Install overflow extenders • Repair existing horizontal discharge line • Fill planters to elevate with slope towards the parking area • Remove existing sprinkler system and replace/install drip irrigation system
ELECTRICAL OUTLETS @ WAREHOUSE Demarked in Purple Lines See Exhibit "F-4"			• Install two duplex additions along eastern wall to support warehouse electrical equipment • Run conduit from existing panel on East wall • Install 2 duplex outlets with dedicated breakers

Room Number	Floor	Walls	Comments
SECURITY LIGHTING **Demarked in Yellow dots** **See Exhibit "F-4"**			• **Install supplemental exterior lighting adjacent to South/East vehicle parking area for improved motion sensor lighting** • **Run conduit from building to 2 new light poles** • **Provide and install 400W LED replacement flood lights with motion activated sensors**
BOLLARDS INSTALLATION			• **Install Bollards adjacent to the front doors** • **8 7feet bollards will be installed** • **Painted Yellow and finish**

EXHIBIT "G"

COMMENCEMENT DATE CERTIFICATE

To: _____
_____
_____

Re: Lease Agreement No.

In accordance with the terms and conditions of the above referenced Lease, the parties hereby acknowledge and agree to the following:

1. The Second Extended Term Commencement Date is _____;

2. The Expiration Date of the Second Extended Term is _____.

3. Monthly rent and monthly amortized improvement costs during the Second Extended Term are as follows:

   _____ to _____ Monthly Rent of $_____

   _____ to _____ Monthly Rent of $_____

   _____ to _____ Monthly Rent of $_____

4. All other provision and terms of the Lease Agreement, Contract No _____, shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this Commencement Date Certificate, the terms and conditions of this Commencement Date Certificate shall control.

LANDLORD:

_____

Date:_____

COUNTY:

_____

Date:_____