



Contract Number
17-928 A-2

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5252</u>
Contractor	<u>San Bernardino CA I SGF LLC</u>
Contractor Representative	<u>Patrick McGarry</u>
Telephone Number	<u>312-224-3078</u>
Contract Term	<u>5/1/2020-4/30/2030</u>
Original Contract Amount	<u>\$14,036,184</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>\$14,036,184</u>
Cost Center	<u>5015011000</u>
GRC/PROJ/JOB No.	<u>65002631</u>
Internal Order No.	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, 27th Street TAD, LLC, ("Original Landlord"), as landlord, and the County of San Bernardino ("COUNTY"), as tenant, entered into Lease Agreement, Contract No. 17-928 dated December 19, 2017, as amended by the First Amendment dated April 2, 2019 (collectively, the "Lease"), wherein the Original Landlord leases certain premises, comprising approximately 38,150 square feet located at the northwest corner of 27th Street and Little Mountain in San Bernardino, California, as the premises is more specifically set forth in the Lease, to the COUNTY for a term that is due to expire on April 30, 2030;

WHEREAS, San Bernardino CA I SGF LLC represents and warrants to the COUNTY that it has acquired all right, title, and interest to the real property on which the Premises is situated from the Original Landlord, and as such, San Bernardino CA I SGF LLC, as the successor-in-interest to the Original Landlord, shall hereinafter be referred to as "LANDLORD"; and

WHEREAS, the LANDLORD and COUNTY desire to amend the Lease to reflect the change of ownership of the real property on which the Premises is situated based on LANDLORD's representation and warranty and to amend certain other provisions of the Lease as more specifically set forth in this amendment ("Second Amendment");

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

1. Effective as of October 30, 2020, 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 San Bernardino CA I SGF LLC, a Delaware limited liability company ("LANDLORD"), as landlord, and the County of San Bernardino ("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 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.

2. Effective as of the October 30, 2020, 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: San Bernardino CA I SGF LLC
One N. Wacker Drive, Suite 4025
Chicago, IL 60606

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 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 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 new LANDLORD solely for the purposes of reflecting any changes in the legal

ownership of the Property and to update the LANDLORD's notice. The new LANDLORD acknowledges and agrees new LANDLORD 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 conflict between this Lease and this Second Amendment, the provisions and terms of this Second Amendment shall control.

END OF SECOND AMENDMENT

COUNTY OF SAN BERNARDINO

LANDLORD: SAN BERNARDINO CA I SGF LLC

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 the County of San Bernardino

By _____
Deputy

By _____
(Authorized signature - sign in blue ink)

Name _____ Patrick McGarry
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

Robert Messinger, Principal Assistant County
Counsel

Date _____

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Jim Miller, Real Property Manager, RESD

Date _____