



Contract Number

97-118 A-9

SAP Number

Real Estate Services Department

| | |
|---|-----------------------------|
| Department Contract Representative | Terry W. Thompson, Director |
| Telephone Number | (909) 387-5252 |
| Contractor | Hwal Soo Shin and Hyun Shin |
| Contractor Representative | Hwal Soo Shin |
| Contractor Representative | Hyun Shin |
| Telephone Number | 650-464-2987 |
| Contract Term | 9/1/1996-8/31/2023 |
| Original Contract Amount | \$1,125,148.00 |
| Amendment Amount | \$180,528.00 |
| Total Contract Amount | \$1,305,676.00 |
| Cost Center | 5911862220 |
| GRC/PROJ/JOB No. | 59001381 |
| Internal Order No. | |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Hwal Soo Shin and Hyun Shin (collectively, the "LANDLORD"), as landlord, entered into Lease Agreement Contract No. 97-118 dated February , 1997, as amended by the First Amendment dated November 20, 2001, the Second Amendment dated October 28, 2003, the Third Amendment dated August 30, 2005, the Fourth Amendment dated September 11, 2007, the Fifth Amendment dated September 28, 2010, the Sixth Amendment dated May 21, 2013, the Seventh Amendment dated August 25, 2015 and the Eight Amendment dated June 13, 2017 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 26887 East Fifth Street, Highland, CA, as more specifically described in the Lease, to the COUNTY for a term that expired on August 31, 2020 and has since continued on a permitted month-to-month holdover; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the COUNTY's exercise of its first three-year option extending the term of the Lease for three (3) years from March 1, 2021 through February 29, 2024, following a permitted holdover from September 1, 2020 through February 28, 2021, adjust the rental rate, correct an inadvertent duplicate reference to the "Option to Extend" as Paragraphs 5 and 6 and an inadvertent removal of a paragraph titled "Return of Premises" in the Eighth Amendment by renaming Paragraph 5 as "Return of Premises" and retaining Paragraph 6 as "Option to Extend, and amend certain other terms of the Lease as set forth in this amendment ("Ninth Amendment").

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

1. Pursuant to **Paragraph 7, HOLDING OVER**, County shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from September 1, 2020 through February 28, 2021 at a monthly rental amount of \$4,380.00 per month.

2. Effective March 1, 2021, pursuant to COUNTY's exercise of its option in Paragraph 6, **OPTION TO EXTEND TERM**, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for three (3) years from March 1, 2021 through February 29, 2024 (the "Ninth Extended Term").

3. Effective March 1, 2021, DELETE in its entirety the existing **Paragraph 4, RENT/SECURITY DEPOSIT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT/SECURITY DEPOSIT**:

4. **RENT/SECURITY DEPOSIT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month, commencing when the Ninth Extended Term commences, continuing during the Ninth Extended Term, subject to an approximate two percent (2%) annual increase reflected and included in the amounts as specifically set forth below:

March 1, 2021 to February 28, 2022 – monthly rental amount of \$4,200.00

March 1, 2022 to February 28, 2023 – monthly rental amount of \$4,284.00

March 1, 2024 to February 29, 2024 – monthly rental amount of \$4,370.00

The parties hereby acknowledge and affirm that, throughout the term of this Lease, rental amounts set forth above have been and shall continue to be calculated on the approximately 3,000 square feet of Building Space. The parties acknowledge and agree that the Playground Area and the Parking Areas are all provided at no additional cost to COUNTY for the term of this Lease, including any extensions thereof and agree to exchange in-kind services for the duration of the term and any extensions thereof, the value of which is set forth in Paragraph 44c, **IN KIND AND COST SHARING REPORTING**.

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.

c. The parties acknowledge and agree that LANDLORD holds a security deposit from COUNTY in the amount of Three Thousand and 00/100 Dollars (\$3,000.00), which shall be applied to the last month's rent due under this Lease.

4. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 5, RETURN OF PREMISES**:

5. **RETURN OF PREMISES**: The COUNTY agrees that it will, upon any termination of this Lease, return the Premises in as good condition and repair as the Premises are in as of the initial commencement date of this Lease or shall hereafter be put; reasonable wear and tear excepted.

5. Effective September 1, 2020, to affirm that the COUNTY has one (1) remaining three-year option to extend, 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**, which shall read as follows:

6. **OPTION TO EXTEND TERM**: LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for monthly rent, for one (1) three-year period ("Extended Term") following the expiration of the current 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 7., HOLDING OVER**. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

6. All other provision 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 Ninth Amendment, the terms and conditions of this Ninth Amendment shall control.

END OF NINTH AMENDMENT.

COUNTY OF SAN BERNARDINO

HWAL SOO SHIN AND HYUN SHIN

►

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 Hwal Soo Shin

Title Owner

Dated: _____

Address 1280 Tuolunume Road

Milbrae, CA 94030

By ► _____
(Authorized signature - sign in blue ink)

Name Hyun Shin

Title Owner

Dated: _____

Address 1280 Tuolunume Road

Milbrae, CA 94030

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Jim Miller, Real Property Manager, RESD

Date _____