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

SAN BERNARDINO COUNTY

ORIGINAL

Contract Number
87-1047 A13

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Rose Hut, LLC
Contractor Representative	Stephen Claro
Telephone Number	
Contract Term	7/1/1988 – 3/3/2023
Original Contract Amount	$4,277,023.16
Amendment Amount	$435,504.00
Total Contract Amount	$4,712,527.16
Cost Center	
GRC/PROJ/JOB No.	63000488
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY") and Rose Hut, LLC ("LANDLORD") have previously entered into a Lease Agreement, Contract No. 87-1047 dated December 7, 1987 as amended by the First Amendment dated June 27, 1988, the Second Amendment dated January 23, 1989, the Third Amendment dated October 3, 1995, the Fourth Amendment dated August 19, 1997, the Fifth Amendment dated July 25, 2000, the Sixth Amendment dated December 17, 2002, the Seventh Amendment dated April 10, 2007, the Eighth Amendment dated November 18, 2008, the Ninth Amendment dated November 16, 2010, the Tenth Amendment dated March 3, 2015, the Eleventh Amendment dated March 7, 2017, and the Twelfth Amendment dated December 4, 2018 (collectively, the "Lease") wherein LANDLORD agreed to lease certain real property to COUNTY, which Lease expired on December 3, 2020; and has continued on a permitted month-to-month holdover, and,

WHEREAS, COUNTY and LANDLORD now desire to amend Lease to reflect a three (3) month holdover period with LANDLORD'S consent from December 4, 2020 through March 3, 2021, extend, following said holdover, the term of the Lease for two (2) years from March 4, 2021 through March 3, 2023, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically as set forth in this amendment ("Thirteenth Amendment"); and,

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree that 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 December 4, 2020 through March 3, 2021 at a monthly rental amount of $15,708.00 per month.

2. Effective March 4, 2021, DELETE in its entirety the existing **Paragraph 3, TERM,** and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM:**

3. TERM: The term of the Lease between COUNTY and LANDLORD for the Premises is extended for two (2) years, commencing from March 4, 2021 and expiring on March 3, 2023 (the "Tenth Extended Term")

3. Effective March 4, 2021, 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, commencing when the Tenth Extended Term commences, continuing during the Tenth Extended Term, as specifically set forth below:

March 4, 2021 to March 3, 2022 – monthly rental amount of $16,022.00
March 4, 2022 to March 3, 2023 – monthly rental amount of $16,343.00

The parties agree that all parking spaces provided under this Lease are at no additional cost to COUNTY during the Tenth Extended Term and any further extended terms.

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.

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4. All over provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between the Lease and this Thirteenth Amendment, the provisions and terms of this Thirteenth Amendment shall control.

END OF THE THIRTEENTH AMENDMENT.

COUNTY: COUNTY OF SAN BERNARDINO

Curt Hagman, Chairman, Board of Supervisors

Dated: FEB 09 2021

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

LANDLORD: ROSE HUT, LLC

By ▶ _____

Name Stephen Claro
(Print or type name of person signing contract)

Title Managing Member
(Print or Type)

Dated: _____

Address 1665 W Industrial Park St
Covina, CA 91722

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____	▶ _____	▶ _____
Agnes Cheng, Deputy County Counsel		Jim Miller, Real Property Manager, RESD
Date 1/5/2021	Date _____	Date 1/28/2021