



**Contract Number**

12-684 A2

**SAP Number**

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5252
<b>Contractor</b>	MTK SoCal Investments, LLC
<b>Contractor Representative</b>	Jason Tolleson, Agent
<b>Telephone Number</b>	(818) 396-8880
<b>Contract Term</b>	3/1/2013 Through 2/28/2023
<b>Original Contract Amount</b>	\$1,118,984.00
<b>Amendment Amount</b>	\$159,871.00
<b>Total Contract Amount</b>	\$1,278,855.00
<b>Cost Center</b>	9206251000
<b>GRC/PROJ/JOB No.</b>	
<b>Internal Order No.</b>	

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and MTK SoCal Investments, LLC ("LANDLORD"), as landlord, have entered into Lease Agreement, Contract No. 12-684 dated October 23, 2012, as amended by the First Amendment dated February 26, 2013 (collectively, the "Lease") wherein LANDLORD leases to COUNTY certain premises, comprising approximately 3,528 square feet, located within a portion of the building located at 1600 Bailey Avenue, Needles, CA, as more specifically set forth in the Lease, which Lease is scheduled to expire on February 28, 2023; and

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect LANDLORD's completion of certain improvements to the leased premises, and certain other terms and conditions as more specifically set forth in this amendment ("Second Amendment").

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

1. Effective July 27, 2021, 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 that COUNTY continues to occupy the Premises after the expiration or earlier termination of the Lease Term with the consent of LANDLORD, express or implied, COUNTY's tenancy shall be on a month-to-month term ("**Holdover Period**") on the same terms and conditions as the Lease, including, but not limited to, the Monthly Rent for the Premises in effect as of the expiration or earlier termination of the Lease but excluding any amounts paid for amortized Improvements. Notwithstanding anything to the contrary in the Lease, either Party shall have the right to terminate the Lease during the Holdover Period by providing not less than ninety (90) days prior written notice to the other Party.

2. Effective July 27, 2021, DELETE in its entirety the existing **Paragraph 23, LANDLORD'S REMEDIES ON COUNTY DEFAULT**, and SUBSTITUTE therefore the following as a new **Paragraph 23, LANDLORD'S REMEDIES ON COUNTY DEFAULT**:

23. **LANDLORD'S REMEDIES ON COUNTY'S DEFAULT:** LANDLORD may, at any time after COUNTY is in default beyond any applicable notice and cure period, exercise any and all remedies available pursuant to law or granted pursuant to the Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the monthly rent or other sums due or otherwise declare any monthly rent or other sums due to be immediately payable. Each and every covenant hereof to be kept and performed by COUNTY is expressly made a condition and upon the default thereof LANDLORD may, at its option, terminate the Lease, provided that LANDLORD shall use reasonable efforts to mitigate its damages. In the event of such default beyond any applicable notice and cure period, COUNTY shall continue to remain liable for the payment of the monthly rent, other sums due, and/or damages for default of the Lease; in which case, such monthly rent, other sums, and/or damages shall be payable to LANDLORD only at the same time and in the same manner as provided for the payment of monthly rent.

3. Effective July 27, 2021, DELETE in its entirety the existing **Paragraph 25 NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 25, NOTICES**:

25. 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 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 addresses set forth in the Basic Lease Provisions. 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 if such notice is personally delivered; (ii) the date of delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage prepaid, first-class United States 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.

B. If, at any time after the Commencement Date, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the property on which the Premises is situated 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 said property, LANDLORD and the new owner of the property, 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 five (5) days of acquiring the property, 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 successor landlord acknowledges and agrees its execution of such COUNTY standard amendment is a pre-requisite for rents under this Lease to be paid to the successor landlord.

4. Effective July 27, 2021, DELETE in its entirety the existing **Paragraph 37, VENUE**, and SUBSTITUTE therefore the following as a new **Paragraph 37, VENUE**:

37. **VENUE:** The parties acknowledge and agree that the Lease was entered into and intended to be performed in the County of San Bernardino, California. The parties agree that the venue for any action or claim brought by any party to the Lease will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure

section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning the Lease, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

5. Effective July 27, 2021, DELETE in its entirety the existing **Paragraph 41, LANDLORD'S IMPROVEMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 41, LANDLORD'S IMPROVEMENTS** and ADD a new **EXHIBIT "A-1", Improvement Work Letter, EXHIBIT "A-2", Improvement Specifications** and **EXHIBIT "F", Prevailing Wage Requirements**, each of which is attached to this Second Amendment and incorporated herein by reference:

41. **LANDLORD'S IMPROVEMENTS:** LANDLORD shall complete certain improvements to the Premises in accordance with Exhibit "A-1", Improvement Work Letter, Exhibit "A-2," Improvement Specifications, and Exhibit "F", Prevailing Wage Requirements, each of which is attached hereto and incorporated herein by reference. Following completion of the Improvements, LANDLORD shall, at its sole cost, maintain the Improvements in accordance with Paragraph 13, MAINTENANCE, and COUNTY shall have no obligation to remove the Improvements upon surrender of the Premises at the end of the Term.

6. 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: COUNTY OF SAN BERNARDINO**

**LANDLORD: MTK SOCIAL INVESTMENTS, LLC**

\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

By  \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name Jason Tolleson  
*(Print or type name of person signing contract)*

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

Title Member  
*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 \_\_\_\_\_  
Agnes Cheng, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
 \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
 \_\_\_\_\_  
Keith Burke, Interim Real Property Manager, RESD  
Date \_\_\_\_\_