



Contract Number

93-1116 A7

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Pioneer Partners, Inc.
Contractor Representative	Frank Heard, President
Telephone Number	(760) 485-9346
Contract Term	2/1/1995 – 07/31/2025
Original Contract Amount	\$13,770,253
Amendment Amount	\$0.00
Total Contract Amount	\$13,770,253
Cost Center	
GRC/PROJ/JOB No.	57000964
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Pioneer Partners, Inc. ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 93-1116 dated November 23, 1993 ("Initial Lease"), with a non-disturbance and attornment agreement entered into among the parties and LANDLORD's lender as of July 16, 1996, which was referenced as the First Amendment but does not amend the lease, as the Initial Lease is amended by the Second Amendment dated November 26, 1996, the Third Amendment dated August 13, 2002, the Fourth Amendment dated April 13, 2010, the Fifth Amendment dated April 7, 2015 and the Sixth Amendment dated July 28, 2020 (the Initial Lease and the Second Amendment through Sixth Amendment are collectively referred to as the "Lease") wherein LANDLORD leases certain premises, comprising approximately 25,000 square feet located at 56357 Pima Trail, Yucca Valley, CA, as more specifically described in the Lease, to COUNTY for a term that is currently scheduled to expire on July 31, 2025, and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to add two five-year extensions to the term of the Lease, as more specifically as set forth in this amendment ("Seventh Amendment"); and,

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

1. Effective July 27, 2021, DELETE in its entirety the existing **Paragraph 7, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 7, OPTION TO EXTEND TERM**:

7. OPTION TO EXTEND TERM:

a. COUNTY shall have two(2) options to extend the term of the Lease as to the Premises or any portion thereof for five-years each (each an "extended term") upon the same terms and conditions as the Lease, except the Monthly Rent for the Premises. COUNTY shall not be required to exercise the extended terms consecutively and COUNTY may opt to exercise one or multiple extended terms at once. To exercise each extended term, COUNTY shall provide LANDLORD with written notice at any time on or prior to the expiration or earlier termination of the then current term of the Lease or during any Holdover Period pursuant to Paragraph 9, "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. 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 current Lease Term and the determination of the Monthly Rent for the Premises by arbitration, COUNTY shall continue to pay the Monthly Rent for the Premises in the amount due for the month immediately preceding expiration of the then current Lease Term. 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

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2. All other 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 Seventh Amendment, the provisions and terms of this Seventh Amendment shall control.

END OF THE SEVENTH AMENDMENT.

COUNTY OF SAN BERNARDINO

►

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

PIONEER PARTNERS, INC

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

Name Frank Heard
(Print or type name of person signing contract)

Title President
(Print or Type)

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

►

Jim Miller, Real Property Manager, RESD

Date _____