



Contract Number

94-828-A10

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Whitacre Investment Company, a California General Partnership
Contractor Representative	Donald W. Whitacre
Telephone Number	(619) 593-0526
Contract Term	06/01/1995 – 06/30/2031
Original Contract Amount	\$22,271,145.20
Amendment Amount	\$4,940,052.00
Total Contract Amount	\$27,211,197.20
Cost Center	7810001000
GRC/PROJ/JOB No.	57000993
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (“COUNTY”), as tenant, and Whitacre Investment Company, a California General Partnership, (“LANDLORD”), as landlord, entered into a Lease Agreement No. 94-828 dated August 2, 1994, as amended by the First Amendment dated July 18, 1995 the Second Amendment and Third Amendments dated June 22, 1999, the Fourth Amendment dated April 19, 2005, the Fifth Amendment dated July 12, 2005, the Sixth Amendment dated April 13, 2010, the Seventh Amendment dated March 22, 2016, the Eighth Amendment dated April 30, 2019, and the Ninth Amendment dated June 22, 2021 (collectively, the “Lease”) wherein LANDLORD leases certain premises located at 9655 9th Avenue, Hesperia, CA 92345, as more specifically described in the Lease, to the COUNTY for a term that is set to expire on June 30, 2026; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease for the period of July 1, 2026, through June 30, 2031, through the COUNTY’S exercise of the final remaining five (5) year extension option provided under the Lease, adjust the rental rate schedule, and amend other terms of the Lease as more specifically set forth in the amendment (“Tenth Amendment”).

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Effective July 1, 2026, pursuant to COUNTY’s exercise of a remaining five-year extension option in **Paragraph 5, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3, TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM** which shall read as follows:

3. **TERM:** The term of the Lease is extended for five (5) years for the period of July 1, 2026, through June 30, 2031 (the “**Fifth Extended Term**”).

2. Effective July 1, 2026, DELETE in its entirety, **Paragraph 4.a, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.a, RENT**, which shall read as follows:

4. **RENT:**

a. COUNTY shall pay to LANDLORD in arrears on or before the last day of each calendar month during the Fifth Extended Term, increasing by approximately 3.5% annually, the Total Monthly Rent for the Premises in accordance with the rent schedule below but subject to any deductions, offsets, and adjustments that are permitted under the Lease. Total Monthly Rent for the Premises during any partial calendar month during the Lease Term shall be pro-rated based on the actual number of days the Premises is occupied by COUNTY in said month. LANDLORD agrees to accept all Monthly Rent for the Premises and other payments due from COUNTY to LANDLORD under the Lease via electronic payments directly deposited to LANDLORD’s designated bank account. LANDLORD shall complete any and all COUNTY standard forms and provide all information required by COUNTY to process such electronic payments.

Lease Year	Total Monthly Rental Payments
July 1, 2026 thru June 30, 2027	\$76,769.00
July 1, 2027 thru June 30, 2028	\$79,456.00
July 1, 2028 thru June 30, 2029	\$82,237.00
July 1, 2029 thru June 30, 2030	\$85,115.00
July 1, 2030 thru June 30, 2031	\$88,094.00

3. Effective June 23, 2026, ADD in its entirety **Paragraph 54, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit “G” – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new Paragraph 54 shall read as follows:

54. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE: LANDLORD has disclosed to the COUNTY using Exhibit “G” – Levine Act Campaign Contribution Disclosure, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of LANDLORD’s proposal to the COUNTY, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. LANDLORD acknowledges that under Government Code section 84308, LANDLORD is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other COUNTY elected officer for 12 months after the COUNTY’s consideration of the Lease.

In the event of a proposed amendment to this Lease, the LANDLORD will provide the COUNTY a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other COUNTY elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LANDLORD or by a parent, subsidiary or otherwise related business entity of LANDLORD.

4. This Tenth Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be original, and such counterparts shall together constitute one and the same Tenth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Tenth Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Tenth Amendment upon request.

5. All other provisions 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 Tenth Amendment, the provisions and terms of this Tenth Amendment shall control.

END OF TENTH AMENDMENT.

SAN BERNARDINO COUNTY

Dawn Rowe, Chair, 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

**WHITACRE INVESTMENT COMPANY, a California
General Partnership**

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Donald W. Whitacre, in his individual capacity
and as Trustee, Donald W. Whitacre and
Elizabeth J. Whitacre Trust, dated September

Name 25, 1993
(Print or type name of person signing contract)

Title General Partner
(Print or Type)

Dated _____

By _____
(Authorized signature - sign in blue ink)

Donald A. Whitacre, Co-Trustee, DA Whitacre
Name Family Trust, dated February 10, 1993
(Print or type name of person signing contract)

Title General Partner
(Print or Type)

Dated _____

By _____
(Authorized signature - sign in blue ink)

Name Nance Whitacre
(Print or type name of person signing contract)

Title General Partner
(Print or Type)

Dated _____

(Signatures continued next page)

By _____

(Authorized signature - sign in blue ink)

William W. Whitacre, Trustee, Bill Whitacre
and Christine Whitacre Family Trust, a
revocable inter-vivos trust dated November

Name 11, 2008

(Print or type name of person signing contract)

Title General Partner

Dated: _____

By _____

(Authorized signature - sign in blue ink)

Mary C. Hensler, Trustee, Hensler Family
Trust, dated October 4, 2017

Name _____

(Print or type name of person signing contract)

Title General Partner

Dated: _____

By _____

(Authorized signature - sign in blue ink)

John R. Whitacre, Trustee, John and Mishell
Whitacre Family Revocable Trust, dated

Name _____

February 5, 2018

(Print or type name of person signing contract)

Title General Partner

Dated: _____

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ _____
John Tubbs II, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____
John Gomez, Real Property Manager, RESD

Date _____



ATTACHMENT G

Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor:

Whitacre Investment Company

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

Donald P. Brown

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Lee & Associates - Victorville, Inc.	Leaseing Company

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Lee & Associates-Victorville, Inc	Elizabeth Brown	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If yes, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If yes, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.