



**Contract Number**

17-775 A4

**SAP Number**

## Real Estate Services Department

<b>Department Contract Representative</b>	<u>Terry W. Thompson, Director</u>
<b>Telephone Number</b>	<u>(909) 387-5000</u>
<b>Contractor</b>	<u>SoCal Hospitality &amp; Investments, LLC, a California Limited Liability Company</u>
<b>Contractor Representative</b>	<u>Asrar Khan, Managing Member</u>
<b>Telephone Number</b>	<u>(626) 825-6297</u>
<b>Contract Term</b>	<u>10/1/2017-7/31/2031</u>
<b>Original Contract Amount</b>	<u>\$731,022.32</u>
<b>Amendment Amount</b>	<u>\$762,912</u>
<b>Total Contract Amount</b>	<u>\$1,493,934.32</u>
<b>Cost Center</b>	<u>7810001000</u>
<b>GRC/PROJ/JOB No.</b>	<u>59004696</u>
<b>Grant Number (if applicable)</b>	<u></u>

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and SoCal Hospitality & Investments, LLC, a California Limited Liability Company ("LANDLORD"), as landlord, entered into Lease Agreement No. 17-775 dated September 26, 2017, as amended by the First Amendment dated March 1, 2022, the Second Amendment dated September 23, 2022, and the Third Amendment dated February 17, 2026 (collectively, the "Lease") for premises located at 9324 San Bernardino Road, Rancho Cucamonga, California, as more specifically described in the Lease, for the premises, with a current expiration date of July 31, 2026; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to extend the term from August 1, 2026, through July 31, 2031, adjust the rental rate schedule, and amend other terms of the Lease as more specifically set forth in the amendment ("Fourth 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 August 1, 2026, 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) additional years for the period of August 1, 2026, through July 31, 2031 (the "**First Extended Term**").

2. Effective August 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 First Extended Term, increasing by approximately 3% annually, the Total Monthly Rent for the Premises in accordance with the rent schedule below 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.

<b>Lease Year</b>	<b>Total Monthly Rental Payments</b>
August 1, 2026 thru July 31, 2027	\$11,975.00
August 1, 2027 thru July 31, 2028	\$12,334.00
August 1, 2028 thru July 31, 2029	\$12,704.00
August 1, 2029 thru July 31, 2030	\$13,085.00
August 1, 2030 thru July 31, 2031	\$13,478.00

3. Effective August 1, 2026, DELETE in its entirety the existing **Paragraph 38, TERMINATION** and SUBSTITUTE therefore the following as a new **Paragraph 38, TERMINATION**:

**38. TERMINATION:**

A. COUNTY shall have the right to terminate this Lease at any time during the term, including during any extended terms, by giving not less than ninety (90) days prior written notice to the other party. Notice shall be given pursuant to **Paragraph 23, NOTICES**. COUNTY's RESD Director shall have the authority on behalf of COUNTY to provide LANDLORD with notice of any termination pursuant to this paragraph. In the event COUNTY terminates the Lease as to the Premises or any portion thereof pursuant to this paragraph, LANDLORD shall only have the right to receive from COUNTY the Monthly Rent or other sums due which will have been earned under the Lease for the Premises or portion thereof through the effective termination date and for no other amounts.

4. Effective June 23, 2026, ADD in its entirety **Paragraph 58, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE and Exhibit "G" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new **Paragraph 58** shall read as follows:

**58. 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.

5. This Fourth 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 Fourth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fourth 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 Fourth Amendment upon request.

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## EXHIBIT "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 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-subsidary 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.

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

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: So Cal Hospitality & Investments, LLC
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:  
Ripon Khan

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):

Nur E Alam

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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):
N/A		

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
None	

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.