

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



ORIGINAL

Contract Number

97-118 A10

SAP Number

Real Estate Services Department

| | |
|---|------------------------------------|
| Department Contract Representative | <u>Terry W. Thompson, Director</u> |
| Telephone Number | <u>(909) 387-5000</u> |
| Contractor | <u>Hwal Soo Shin and Hyun Shin</u> |
| Contractor Representative | <u>Hyun Shin</u> |
| Telephone Number | <u>650-464-2987</u> |
| Contract Term | <u>9/1/1996 – 8/31/2028</u> |
| Original Contract Amount | <u>\$1,305,676.00</u> |
| Amendment Amount | <u>\$256,692.00</u> |
| Total Contract Amount | <u>\$1,562,368.00</u> |
| Cost Center | <u>7810001000</u> |
| GRC/PROJ/JOB No. | <u>5900 1050</u> |
| Grant Number (if applicable) | <u></u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Hwal Soo Shin and Hyun Shin (collectively, the "LANDLORD"), as landlord, entered into Lease Agreement Contract No. 97-118 dated February 25, 1997, as amended by the First Amendment dated November 20, 2001, the Second Amendment dated October 28, 2003, the Third Amendment dated August 30, 2005, the Fourth Amendment dated September 11, 2007, the Fifth Amendment dated September 28, 2010, the Sixth Amendment dated May 21, 2013, the Seventh Amendment dated August 25, 2015, the Eight Amendment dated June 13, 2017, and the Ninth Amendment dated February 9, 2021 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 26887 East Fifth Street, Highland, CA, as more specifically described in the Lease, to the COUNTY for a term that expired on February 29, 2024, and has since continued on a permitted month-to-month holdover; and;

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of three (3) years from September 1, 2025 through August 31, 2028, by exercising the COUNTY's existing three (3) year option to extend, add one additional three (3) year option, update the rental rate schedule; and amend certain other terms of the Lease as set forth in this amendment (the "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. Pursuant to Lease **Paragraph 7, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of March 1, 2024, through August 31, 2025, in the total amount of \$78,660.00 calculated as \$4,370.00 per month.

2. Effective September 1, 2025, pursuant to the COUNTY's exercise of the existing three-year extension option in **Paragraph 6, OPTION TO EXTEND TERM**, 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 is extended for an additional three (3) years for the period from September 1, 2025 through August 31, 2038 (the "**Tenth Extended Term**").

3. Effective September 1, 2025, DELETE the existing **Paragraph 4.a, RENT** and SUBSTITUTE therefore the following as a new **Paragraph 4.a, RENT**:

a. COUNTY shall pay to Landlord the following monthly rental payments in arrears on the last day of each month, commencing when the Tenth Extended Term commences, subject to an approximate three percent (3%) annual increase reflected and included in the amounts as specifically set forth below:

| Lease Year | Monthly Rent |
|-------------------------------------|--------------|
| September 1, 2025 – August 31, 2026 | \$4,800.00 |
| September 1, 2026 – August 31, 2027 | \$4,944.00 |
| September 1, 2027 – August 31, 2028 | \$5,092.00 |

4. Effective September 1, 2025, DELETE in its entirety **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore a new **Paragraph 6, OPTION TO EXTEND TERM**, which shall read as follows:

"6. **OPTION TO EXTEND TERM**: LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions except for the monthly rent, for one (1) three-year period (an "extended term"), which options may be exercised following expiration of the Tenth Extended Term by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 7, "HOLDING OVER."** The monthly rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental then prevailing based upon the rental rates of comparable leased property in San Bernardino County."

5. Effective August 5, 2025, ADD new **Paragraph 63, Levine Act Campaign Contribution Disclosure** and **Exhibit "G" – Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new Paragraph 63 shall read as follows:

63. **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.

6. This Tenth Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an 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.

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7. 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 terms of this Tenth Amendment shall control.

END OF TENTH AMENDMENT.

SAN BERNARDINO COUNTY

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 05 2025

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



Lynna Morell
Clerk of the Board of Supervisors
San Bernardino County

By [Signature]

HWAL SOO SHIN AND HYUN SHIN

By [Signature]
(Authorized signature - sign in blue ink)

Name Hwal Soo Shin

Title Owner

Dated: 7/25/2025

Address 1280 Tuolumne Road
Milbrae, CA 94030

By [Signature]
(Authorized signature - sign in blue ink)

Name Hyun Shin

Title Owner

Dated: 7/25/2025

Address 1280 Tuolumne Road
Milbrae, CA 94030

FOR COUNTY USE ONLY

Approved as to Legal Form
[Signature]
John Tubbs II, Deputy County Counsel
Date 7-21-25

Reviewed for Contract Compliance
[Signature]
Date _____

Reviewed/Approved by Department
[Signature]
Terry W. Thompson, Director, RESD
Date 07/21/25



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.

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, Landlord certifies that the statements made herein are true and correct. Landlord 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. Landlord 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.