

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



ORIGINAL

Contract Number

13-69 A2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	SEC Euclid and Holt Avenue Property, LP
Contractor Representative	Alex Wang, Member
Telephone Number	(619) 377-6666
Contract Term	8/1/2014 – 3/31/2035
Original Contract Amount	\$4,926,576
Amendment Amount	\$7,374,956
Total Contract Amount	\$12,301,532
Cost Center	
GRC/PROJ/JOB No.	65003118
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

WHEREAS, San Bernardino County ("COUNTY"), as tenant and SEC Euclid and Holt Avenue Property, LP ("LANDLORD"), as landlord entered into a Lease Agreement No. 13-69 approved February 26, 2013, as amended by the First Amendment dated June 24, 2014, (collectively, the "Lease), wherein LANDLORD agreed to lease certain real property to the COUNTY, which Lease expired on July 31, 2024; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a Eight (8) month permitted holdover period from August 1, 2024, through March 31, 2025, with the LANDLORD's consent, extend the lease term from April 1, 2025, through March 31, 2035 (the "First Extended Term"), and amend certain other terms and conditions of the Lease as more specifically set forth in this amendment ("Second Amendment").

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

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a month-to-month tenancy for the period from August 1, 2024, through March 31, 2025 in the total amount of \$346,520 calculated as \$43,315 per month.

2. Effective as of April 1, 2025, 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 shall be extended for ten (10) years, commencing April 1, 2025, and expiring on March 31, 2035 (the "First Extended Term").

3. Effective as of April 1, 2025, DELETE in its entirety the existing **Paragraph 4.A., RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A., RENT**:

4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears not later than the last day of each month, for the duration of the Second Extended Term, subject to increases of approximately two percent (2%) for years 1 through 3, three percent (3%) for years 4 through 6 and three and a half (3.5%) for years 7 through 10 annually as more specifically reflected and included in the amount set forth below:

August 1, 2024 thru March 31, 2025 – Monthly payments of \$43,315
April 1, 2025 thru March 31, 2026 - Monthly payments of \$51,685
April 1, 2026 thru March 31, 2027 - Monthly payments of \$52,718
April 1, 2027 thru March 31, 2028 - Monthly payments of \$53,773
April 1, 2028 thru March 31, 2029 - Monthly payments of \$55,386
April 1, 2029 thru March 31, 2030 - Monthly payments of \$57,048
April 1, 2030 thru March 31, 2031 - Monthly payments of \$58,759
April 1, 2031 thru March 31, 2032 - Monthly payments of \$60,816
April 1, 2032 thru March 31, 2033 - Monthly payments of \$62,944
April 1, 2033 thru March 31, 2034 - Monthly payments of \$65,147
April 1, 2034 thru March 31, 2035 - Monthly payments of \$67,427

4. Effective as of April 1, 2025, DELETE **Paragraph 13.A.4. MAINTENANCE** and SUBSTITUTE therefore the following as a new **Paragraph 13.A.4, MAINTENANCE**:

13. **MAINTENANCE:**

(4) Heating ventilation and air conditioning (HVAC) systems servicing the Premises (Additionally, air conditioning and heating filter are to be changed quarterly. Upon execution of this lease and every three (3) thereafter, LANDLORD is to provide COUNTY with their HVAC maintenance report and documentation that the required repairs have been completed to county standards. LANDLORD is required to provide an air balance certificate and maintenance report of the HVAC servicing); and,

5. Effective March 25, 2025, ADD in its entirety **Paragraph 57, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "F", Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which shall read as follows:

"57. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE**

LANDLORD has disclosed to the County using Exhibit "F" – 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 Contract 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 Contract.

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."

6. This Second 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 Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second Amendment (whether by facsimile, PDF, or other mail 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 Second Amendment upon request.

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 Second Amendment, the terms and conditions of this Second Amendment shall control.

END OF SECOND AMENDMENT.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
 Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 25 2025
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
 Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County
 Deputy

SEC EUCLID AND HOLT AVENUE
 PROPERTY, LP

By ► *Alex Wang*
 (Authorized signature - sign in blue ink)

Name Alex Wang

Title Member

Dated: 3/6/2025

FOR COUNTY USE ONLY		
Approved as to Legal Form ► <u><i>John Tubbs II</i></u> John Tubbs II, Deputy County Counsel Date <u>3-6-25</u>	Reviewed for Contract Compliance ► _____ Date _____	Reviewed/Approved by Department ► <u><i>Lyle Ballard</i></u> Lyle Ballard, Real Property Manager, RESD Date <u>3/6/25</u>



Exhibit "F"

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

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.

1. Name of LANDLORD:
 SEC EUCLID & HOLT AVENUE PROPERTY, LP

2. Is the entity listed in Question No. 1 a non-profit 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:
Alex Wang

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):
Kirin Skycrest.

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 LANDLORD:

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

7. Name of Sub-contractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the sub-contractor (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	Sub-LANDLORD(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
N/A	

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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. 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 below, LANDLORD certifies that the statements made herein are true and correct. LANDLORD understands that the individuals and entities 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 while this matter is pending and for 12 months after a final decision is made by the County.


Signature

3/6/2025
Date

HONGBINA WANG
Print Name

Print Entity Name, if applicable