



ORIGINAL

Contract Number

13-876 A-4

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Lone Bard 2021, LLC a California</u> <u>limited liability company</u>
Contractor Representative	<u>Paul Rothbard, Managing Member</u>
Telephone Number	<u>858-373-1241</u>
Contract Term	<u>11/1/2013 – 2/28/2034</u>
Original Contract Amount	<u>\$833,485</u>
Amendment Amount	<u>\$1,012,378.48</u>
Total Contract Amount	<u>\$1,845,863.48</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>65002798</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4

WHEREAS, the County of San Bernardino, as tenant ("COUNTY"), and Lone Bard 2021, LLC a California limited liability company ("LANDLORD") as landlord, entered into Lease Agreement Contract No. 13-876 dated October 8, 2013, as amended by the First Amendment dated September 11, 2018, as amended by the Second Amendment dated October 10, 2020, and as amended by the Third Amendment on July 12, 2022 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 1535 East Highland Avenue Suites C & D, San Bernardino, CA, as more specifically described in the Lease, to the COUNTY for a term through October 31, 2023; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease Agreement to extend the term of the Lease for the period of March 1, 2024, through February 28, 2034, following a permitted month-to-month holdover of a total of four (4) months for the period of November 1, 2023, through February 29, 2024, adjust the rent schedule, and amend certain other terms of the Lease Agreement as more specifically set forth in this amendment ("Fourth Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree to the Lease Agreement No. 13-876, which is amended as follows:

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for a total of four (4) months for the period of November 1, 2023, through February 29, 2024, at a total holdover amount of \$31,276.

2. Effective March 1, 2024, 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 on March 1, 2024 and expiring on February 28, 2034 (the "Second Extended Term")."

3. Effective March 1, 2024, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

"4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month, commencing when the Third Extended Term commences, continuing during the Third Extended Term, subject to an approximate three percent (3%) increases, as more specifically reflected and included in the amounts set forth below:

March 1, 2024 to February 28, 2025 – monthly rental amount of \$7,819.00
March 1, 2025 to February 28, 2026 – monthly rental amount of \$7,819.00
March 1, 2026 to February 28, 2027 – monthly rental amount of \$7,819.00
March 1, 2027 to February 29, 2028 – monthly rental amount of \$8,014.48
March 1, 2028 to February 28, 2029 – monthly rental amount of \$8,014.48
March 1, 2029 to February 28, 2030 – monthly rental amount of \$8,254.91
March 1, 2030 to February 28, 2031 – monthly rental amount of \$8,254.91
March 1, 2031 to February 29, 2032 – monthly rental amount of \$8,502.56
March 1, 2032 to February 28, 2033 – monthly rental amount of \$8,502.56
March 1, 2033 to February 28, 2034 – monthly rental amount of \$8,757.64

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments."

4. Effective March 1, 2024, DELETE in its entirety the existing **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM**:

"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 two (2) five-year option periods following the expiration of the then current term (each an "extended term"), by COUNTY giving notice to exercise each option to LANDLORD no less than six (6) months prior to the expiration of the current term, or at any time during any holding over pursuant to **Paragraph 8, HOLDING OVER**. The rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in County of San Bernardino. If the parties have been unable to agree upon the said fair market rental rate within five (5) months of COUNTY's notice to exercise an option for an extended term, said fair market rental rate 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 term of the Lease and the determination of the monthly rent for the Premises by arbitration, COUNTY shall continue to pay the monthly rent for the Premises in effect for the month immediately preceding the expiration of the then current term of the Lease. If the fair market rental rate is determined by arbitration, COUNTY has the right, for any reason, to terminate the Lease by giving termination notice to the

LANDLORD within thirty (30) days after COUNTY receives notice of the new fair market rental rate. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined fair market rental rate for the month immediately following COUNTY's receipt of the arbitration-determined fair market rental rate and for the duration of the extended term."

5. Effective February 27, 2024, ADD in its entirety **Paragraph 58, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **EXHIBIT "G", Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which new **Paragraph 58** shall read as follows:

"58. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**: LANDLORD has disclosed to the COUNTY using Exhibit "G" - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 \$250 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 \$250 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 Fourth 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 Fourth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First 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 Fourth 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 Fourth Amendment, the terms of this Fourth Amendment shall control.

END OF FOURTH AMENDMENT.

SAN BERNARDINO COUNTY

► 
Dawn Rowe, Chair, Board of Supervisors

Dated: FEB 27 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By 
Lynna Monelli
Clerk of the Board of Supervisors
San Bernardino County
Deputy



LONE BARD 2021, LLC, a California limited liability
company

By ► 
(Authorized signature - sign in blue ink)

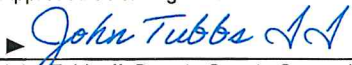
Name Paul Rothbard

Title Managing Manager

Dated: 02/13/2024

Address 4995 Murphy Canyon Road, Suite 100
San Diego, CA 92123

FOR COUNTY USE ONLY

Approved as to Legal Form
► 
John Tubbs II, Deputy County Counsel
Date 2-12-24

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► 
Lyle Ballard, Real Property Manager, RESD
Date 02/13/24



EXHIBIT "G"
Campaign Contribution Disclosure
(SB 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: Lone Bard 2021, LLC a California limited liability company											
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)? Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No <input checked="" type="checkbox"/>											
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision: Paul Rothbard											
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):											
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">Company Name</th> <th style="width: 50%; padding: 5px;">Relationship</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>			Company Name	Relationship							
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6. Name of agent(s) of LANDLORD:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; padding: 5px;">Company Name</th> <th style="width: 33%; padding: 5px;">Agent(s)</th> <th style="width: 34%; padding: 5px;">Date Agent Retained (if less than 12 months prior)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Meissner Commercial Real Estate Services</td> <td style="padding: 5px;">Eduardo Moehlecke</td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)	Meissner Commercial Real Estate Services	Eduardo Moehlecke				
Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)									
Meissner Commercial Real Estate Services	Eduardo Moehlecke										
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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; padding: 5px;">Company Name</th> <th style="width: 33%; padding: 5px;">Subcontractor(s):</th> <th style="width: 34%; padding: 5px;">Principal and/or Agent(s):</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Company Name	Subcontractor(s):	Principal and/or Agent(s):						
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 <u>and</u> (2) have a financial interest in the outcome of the decision:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">Company Name</th> <th style="width: 50%; padding: 5px;">Individual(s) Name</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>			Company Name	Individual(s) Name							
Company Name	Individual(s) Name										

9. Was a campaign contribution, of more than \$250, 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: _____

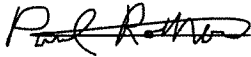
Name of Contributor: _____

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 \$250 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

Paul Rothbard

Print Name

02/13/2024

Date

Lone Bard 2021, LLC

Print Entity Name, if applicable