



Contract Number

24-658 A1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
 Contractor	 1250 Fairfax LLC and 521 East 11th St LLC; dba Three Carnegie Plaza
Contractor Representative	Chris Esparza
Telephone Number	(213) 683-8000 ext. 210
Contract Term	November 1, 2024 – October 31, 2035
Original Contract Amount	\$524,217.60
Amendment Amount	\$5,919,064.20
Total Contract Amount	\$6,443,281.80
Cost Center	7810001000
GRC/PROJ/JOB No.	62004475
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS 1250 Fairfax LLC and 521 East 11th St LLC; dba Three Carnegie Plaza ("Landlord"), as landlord, and San Bernardino County ("COUNTY"), as tenant, entered into Lease Agreement, Contract No. 24-658 dated July 23, 2024 ("Lease") wherein LANDLORD leases approximately 19,284 square feet of office space located at 735 East Carnegie Drive, Suites 120, 240, and 270 in San Bernardino, for a term that expired July 31, 2025, and has 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 ten (10) years from November 1, 2025 through October 31, 2035, adjust the rent schedule, update the termination language, update the maintenance provision, and amend certain other terms of the Lease as set forth in this amendment (the "First 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 9, HOLD OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of August 1, 2025, through October 31, 2025, in the total amount of \$135,952.20, calculated at \$45,317.40 per month.

2. Effective November 1, 2025, DELETE in its entirety the existing **Paragraph H, LEASE TERM** in **SECTION I - BASIC LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph H, LEASE TERM** in **SECTION I - BASIC LEASE PROVISIONS** which shall read as follows:

H. LEASE TERM: The term of the Lease is extended for ten (10) years for the period of November 1, 2025, through October 31, 2035 (the "First Extended Term").

3. Effective November 1, 2025, DELETE the existing **Paragraph K, MONTHLY RENT FOR PREMISES** in **SECTION I - BASIC LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph K, MONTHLY RENT FOR PREMISES** in **SECTION I - BASIC LEASE PROVISIONS** which shall read as follows:

K. MONTHLY RENT FOR PREMISES:

COUNTY shall pay to Landlord the following monthly rental payments in arrears on the last day of each month, commencing when the term commences, continuing during the term:

Lease Year	Monthly Rent
November 1, 2025 - October 31, 2026	\$42,039.00
November 1, 2026 - October 31, 2027	\$43,300.00
November 1, 2027 - October 31, 2028	\$44,599.00
November 1, 2028 - October 31, 2029	\$45,937.00
November 1, 2029 - October 31, 2030	\$47,315.00
November 1, 2030 - October 31, 2031	\$48,734.00
November 1, 2031 - October 31, 2032	\$50,196.00
November 1, 2032 - October 31, 2033	\$51,702.00
November 1, 2033 - October 31, 2034	\$53,253.00
November 1, 2034 - October 31, 2035	\$54,851.00

4. Effective November 1, 2025, DELETE in its entirety the existing **Paragraph M, EARLY TERMINATION OPTION** in **SECTION I - BASIC LEASE PROVISIONS**, and SUBSTITUTE therefore the following as a new **Paragraph M, EARLY TERMINATION OPTION** in **SECTION I - BASIC LEASE PROVISIONS**, which shall read as follows:

M. EARLY TERMINATION OPTION: The COUNTY shall have the right to terminate this Lease pursuant to Paragraph 8 Early Termination Option beginning November 1, 2031, for Suite 120 only, and beginning January 1, 2034, for Suites 240 and 270 only, whenever COUNTY, in its sole discretion, determines it would be in COUNTY's best interests to terminate this Lease. To be effective, the Director of the Real Estate Services Department (RESD) shall give LANDLORD notice of any termination pursuant to this paragraph at least one-hundred and eighty (180) days prior to the date of termination. In the event COUNTY terminates this Lease pursuant to Paragraph 8 no termination fees, or other costs shall be due or payable to LANDLORD for exercising COUNTY's termination right, except that LANDLORD shall have the right to receive from COUNTY the rent which will have been earned under the Lease through the effective termination date. In the event the

COUNTY terminates a suite early, the lease shall be amended to update the Premises and Monthly Rent Schedule to reflect the update.

5. Effective November 1, 2025, DELETE in its entirety the existing **Paragraph N, IMPROVEMENTS** in **SECTION I - BASIC LEASE PROVISIONS**, and SUBSTITUTE therefore the following as a new **Paragraph N, IMPROVEMENTS** in **SECTION I - BASIC LEASE PROVISIONS**, which shall read as follows:

N. IMPROVEMENTS LANDLORD shall provide the COUNTY a tenant improvement allowance equal to \$175,029.85, which can be utilized within the first five years of the term. Should the COUNTY not utilize the tenant improvement allowance, Landlord shall permit County to convert up to 50% of the tenant allowance towards free rent.

6. Effective November 1, 2025, DELETE the existing **Sub-Paragraph 17.A.3, MAINTENANCE AND REPAIR**, and SUBSTITUTE therefore the following as a new **Sub-Paragraph 17.A.3, MAINTENANCE AND REPAIR** in, which shall read as follows:

17. **MAINTENANCE AND REPAIR**

...

(3) All heating, ventilation and air conditioning ("HVAC") systems of the Premises, the Building, and regardless of where situated on the Property, HVAC maintenance shall include, but is not limited to, providing air balance certificate (with a copy of the certificate to be delivered to COUNTY on the Commencement Date of the First Extended Term, and on each anniversary of the Commencement Date during the Lease Term), replacing all filters on a quarterly basis, and upon COUNTY request providing COUNTY with an HVAC maintenance report and documentation that repairs recommended by the HVAC servicing company have been completed; and

7. Effective October 21, 2025, DELETE in its entirety the existing **Paragraph 57, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **Exhibit "I" – CAMPAIGN CONTRIBUTION DISCLOSURE** and SUBSTITUTE therefore the following as a new **Paragraph 57, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "I"** incorporated and attached herein, which new Paragraph 57 shall read as follows:

57. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the COUNTY using Exhibit "I" – 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.

8. This First 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 First Amendment.

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

9. 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 First Amendment, the terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

1250 FAIRFAX LLC, a California limited liability company, and 521 EAST 11th St. LLC, a California limited liability company

►

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
San Bernardino County

By _____
Deputy

By ►

(Authorized signature - sign in blue ink)

Name Robert Hanasab

Title Managing Member for 1250 Fairfax, LLC.

Dated: _____

Address 606 South Olive Street, Suite 600
Los Angeles, CA 90014

By _____

(Authorized signature - sign in blue ink)

Name Robert Hanasab

Title Managing Member for 521 East 11th
St, LLC.

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 _____



EXHIBIT "I"

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-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: 1250 FAIRFAX LLC, a California limited liability company, and 521 EAST 11th St. LLC, a California limited liability 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: ___Robert Hanasab, Managing Member_____

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):

___N/A_____

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 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
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 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: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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.