

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



SAN BERNARDINO
COUNTY

ORIGINAL

Contract Number

10-14 A-3

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Fontana County CS Building, LLC
Contractor Representative	Alexander Moradi, Manager
Telephone Number	(213)270-8000
Contract Term	12/1/2010– 11/30/2030
Original Contract Amount	\$13,115,818.00
Amendment Amount	\$3,609,912.00
Total Contract Amount	\$16,725,730.00
Cost Center	7810001000
GRC/PROJ/JOB No.	5700-2234
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Fontana County CS Building, LLC, ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 10-14 dated January 12, 2010, as amended by the First Amendment dated December 14, 2010, as amended by the Second Amendment dated November 17, 2015 (collectively, the "Lease"), wherein the LANDLORD leases certain premises located at 17621 Foothill Boulevard in Fontana, as more specifically described in the Lease, and;

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of five (5) years from December 1, 2025 through November 30, 2030; adjust the monthly rental payments and amend certain other terms of the Lease as set forth in this amendment (the "Third 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 December 1, 2025, pursuant to COUNTY's exercise of a five-year option to extend in **Paragraph 6, OPTION TO EXTEND TERM**, DELETE the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following **Paragraph 3, TERM**:

3. **TERM:** The term of the Lease shall be extended for five (5) years, from December 1, 2025, through November 30, 2030 (the "Second Extended Term").

2. Effective December 1, 2025, DELETE the existing **Paragraph 4, RENT** and SUBSTITUTE therefore the following **Paragraph 4, RENT**:

A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month, commencing on December 1, 2025 and continuing during the remainder of the Third Extended Term, subject to annual increases as more specifically reflected and included in the amounts set forth below

Lease Year	Monthly Rent
December 1, 2025 – November 30, 2026	\$56,662.00
December 1, 2026 – November 30, 2027	\$58,362.00
December 1, 2027 – November 30, 2028	\$60,113.00
December 1, 2028 – November 30, 2029	\$61,916.00
December 1, 2029 – November 30, 2030	\$63,773.00

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.

C. LANDLORD has registered through San Bernardino County's Electronic Procurement Network (ePro) system at <https://epro.sbcounty.gov/epro/> or the SAP system.

3. Effective December 1, 2025, DELETE the existing **Paragraph 6, OPTION TO EXTEND TERM** and SUBSTITUTE therefore the following **Paragraph 6, OPTION TO EXTEND TERM**:

6. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY one (1) five-year option to extend the term of the Lease on the same provisions and conditions as existed as the expiration of the then current term, except for the monthly rent following expiration of Third Extended Term, by COUNTY giving notice to exercise the option to LANDLORD on or prior to the expiration of the then current term or at any time during any holding over pursuant to **Paragraph 8, HOLDING OVER**. The rent for the 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 San Bernardino County.

4. Effective December 1, 2025, DELETE the existing **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE** and SUBSTITUTE therefore the following **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**:

40. COUNTY'S RIGHT TO TERMINATE LEASE: If the Lease is extended pursuant to its terms or by mutual agreement of the parties, the COUNTY shall have the right to terminate this Lease at any time after November 30, 2030, whenever COUNTY, in its sole discretion, determines it would be in COUNTY'S best interests to terminate this Lease. The Director of the Real Estate Services Department (RESA) shall have the authority, on behalf of the COUNTY, to give the LANDLORD notice of any termination pursuant to this paragraph at least ninety (90) days prior to the date of termination. In the event COUNTY terminates this Lease pursuant to this paragraph, the LANDLORD shall be entitled to the rent which will have been earned at the date of termination of this Lease.

5. Effective November 18, 2025, ADD **Paragraph 57, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "G" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** 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 "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 Third 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 Third Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Third 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 Third 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 Third Amendment, the terms and conditions of this Third Amendment shall control.

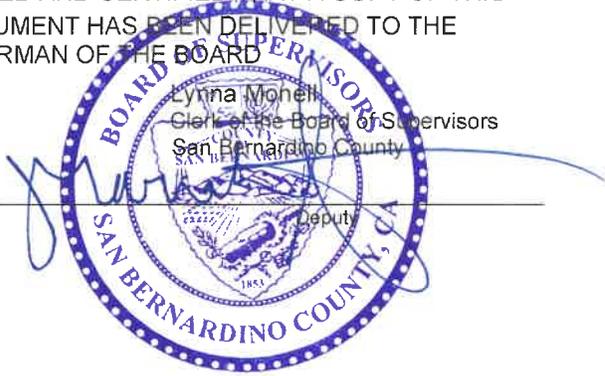
END OF THIRD AMENDMENT.

SAN BERNARDINO COUNTY

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

Dated: NOV 18 2025

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



By _____

FONTANA COUNTY CS BUILDING, LLC

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

Name Alexander Moradi *Jian Torkan*

Title Manager

Dated: 11-7-25

Address 888 W. 6th Street, 12th

Floor Los Angeles, CA 90017

FOR COUNTY USE ONLY

Approved as to Legal Form
► *John Tubbs II*
John Tubbs II, Deputy County Counsel
Date 11-5-25

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *John Gomez*
John Gomez, Real Property Manager, RESD
Date 11/5/25



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-subsidiary 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: Fontana County CS Builders, 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: Jian Torkan

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):

Jian Torkan and Alex Moradi

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

Company Name	Relationship
<u>ICO Group of Companies</u>	<u>Sister Company</u>

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<u>Jian Torkan</u>		

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):

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

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 Landlord 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.