



Contract Number

00-824 A6

SAP Number

Real Estate Services Department

Department Contract Representative Terry W. Thompson, Director
Telephone Number (909) 387-5000

Contractor Lolly Ventures, LLC
Contractor Representative Mathew Thomas
Telephone Number 310-963-7334
Contract Term 5/1/01 – 3/31/30
Original Contract Amount \$2,404,044
Amendment Amount \$890,846
Total Contract Amount \$3,294,890
Cost Center 7810001000
GRC/PROJ/JOB No. 5700-1487
Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Sun Valley Partners, Inc., ("Original Landlord"), as landlord, and San Bernardino County ("COUNTY"), as tenant, entered into Lease Agreement, Contract No. 00-824 dated August 22, 2000, as amended by the First Amendment dated September 17, 2001, the Second Amendment dated May 19, 2009, Third Amendment dated July 9, 2013, the Fourth Amendment dated April 30, 2019, and the Fifth Amendment effective June 30, 2021 (collectively, the "Lease"), wherein the Original Landlord leased certain premises, comprising approximately 4,704 square feet located at 73629 Sun Valley Drive, Twentynine Palms, California, as the Premises is more specifically set forth in the Lease, to the COUNTY for a term that expired on April 30, 2024; and has continued on a permitted month-to-month holdover, and,

WHEREAS, COUNTY and LANDLORD now desire to amend Lease to reflect an eleven month holdover period from May 1, 2024 through March 31, 2025 with LANDLORD'S express consent, extend the term of the Lease from April 1, 2025 through March 31, 2030, adjust the rental rate schedule, include in the rent a daily day porter service, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Sixth Amendment"); and,

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

1. Pursuant to **Paragraph 9, HOLDOVER**, COUNTY shall, with LANDLORD'S express consent granted herein, occupy the Premises on a month-to-month tenancy for the period from May 1, 2024 through March 31, 2025, at a monthly rental amount of \$10,114 per month.

2. Effective April 1, 2025, DELETE in its entirety the existing **Paragraph 9, HOLDOVER**, and SUBSTITUTE therefore the following as a new **Paragraph 9, HOLDOVER**:

"9. **HOLDOVER.** In the event that COUNTY continues to occupy the Premises after the expiration or earlier termination of the Lease Term, COUNTY's tenancy shall be on a month-to-month term ("Holdover Period") on the same terms and conditions as the Lease, excluding, the Monthly Rent for the Premises, which will be 110% of the rent in effect as of the expiration or earlier termination of the Lease. Notwithstanding anything to the contrary in the Lease, either Party shall have the right to terminate the Lease during the Holdover Period by providing not less than ninety (90) days prior written notice to the other Party."

3. Effective April 1, 2025, pursuant to **Paragraph 7, OPTION TO EXTEND LEASE 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 between COUNTY and LANDLORD for the Premises is extended for five (5) years, from April 1, 2025, through March 31, 2030 (the "Fourth Extended Term"). One, five-year option to extend the term remains under **Paragraph 7, OPTION TO EXTEND LEASE TERM.**"

4. Effective April 1, 2025, DELETE in its entirety the existing **SECTION 1 – BASIC LEASE PROVISIONS, Paragraph K, MONTHLY RENT FOR PREMISES**, and SUBSTITUTE therefore the following as a new **SECTION 1 – BASIC LEASE PROVISIONS, Paragraph K, MONTHLY RENT FOR PREMISES**:

K. MONTHLY RENT FOR PREMISES

Lease Year	Monthly	Day Porter	Monthly Total
April 1, 2025 through March 31, 2026	\$11,337.00	\$900	\$12,237.00
April 1, 2026 through March 31, 2027	\$11,677.00	\$927	\$12,604.00
April 1, 2027 through March 31, 2028	\$12,027.00	\$955	\$12,982.00
April 1, 2028 through March 31, 2029	\$12,388.00	\$983	\$13,371.00
April 1, 2029 through March 31, 2030	\$12,759.00	\$1,013	\$13,772.00

5. Effective April 1, 2025, DELETE in its entirety the existing **Paragraph 17 MAINTENANCE & REPAIR** and **Exhibit "D" CUSTODIAL SERVICE REQUIREMENTS** and SUBSTITUTE therefore the following as a new **Paragraph 17 MAINTENANCE & REPAIR** and **EXHIBIT "D" CUSTODIAL SERVICE REQUIREMENTS** attached and incorporated herein, to read as follows:

"17. **MAINTENANCE & REPAIR.**

A. LANDLORD represents and warrants to COUNTY that as of the Commencement Date, the Premises, the Building, and the Property, including but not limited to all structural elements, the building systems, and other improvements thereon are in good working order, condition, and repair and water-tight. During the Lease Term, including any extensions thereof, LANDLORD shall, at its sole cost and expense, provide the following services and perform all inspections, maintenance, repairs, and replacements as is necessary or as reasonably requested by COUNTY to keep in good working order, condition, and repair and water-tight, all

structural elements, the building systems, and other improvements thereon, including but not limited to the following:

(1) All structural and other elements of the Premises, Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property, including, but not limited to, the roof; foundation; slab; sub-flooring; façade; exterior and load-bearing walls; eaves, gutters, and downspouts; exterior windows, frames, and glass; exterior doors; lobbies, elevators, and stairs and stairwells; in the event of water intrusion, LANDLORD shall repair any such intrusions and remediate any and all mold or other contaminants and perform all recommended repairs in a report provided by its third-party contractors; and,

(2) All systems of the Premises, the Building, and the Property inclusive of all components thereto and regardless of where situated on the Property, including, but not limited to, all mechanical, electrical, lighting, plumbing, water, and sewage and electric generators; plumbing maintenance shall include, but is not limited to, unclogging and repairing all drains, pipes, toilets, sinks, and other restroom fixtures and repairing water intrusion issues and remediation of mold and other contaminants regardless of cause; lighting maintenance shall include, but is not limited to, bulb and ballast replacements; and

(3) All heating, ventilation and air conditioning ("HVAC") systems of the Premises, the Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property; HVAC maintenance shall include, but is not limited to, providing certified air balance and maintenance service (with a copy of the certificate to be delivered to COUNTY on the Commencement Date and on each second anniversary of the Commencement Date during the Lease Term) and replacing all filters on a quarterly basis; and

(4) All life-safety systems of the Premises, Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property, including, but not limited to, fire suppression; fire sprinklers; fire alarms; fire extinguishers; and exit signage; and

(5) All grounds of the Property, inclusive of all components thereto, including, but not limited to, parking lot, parking structures, accessible parking spaces, drive lanes, and driveways; sidewalks; fences and gates; exterior lighting; exterior signage; and landscaping; parking maintenance shall include, but is not limited to cleaning, repaving, re-striping, curb and pothole repairs, and replacements; landscaping maintenance shall include, but is not limited to grass, trees, shrubbery, and flora, which shall be kept in a green condition; and

(6) Interior non-structural elements of the Premises, the Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property, including, but not limited to, walls and ceilings; windows, frames, and glass; doors; fixtures, restrooms, break rooms, drinking fountains, and hallways, including, but not limited to, due to vandalism;

(7) LANDLORD and COUNTY agree to split costs for janitorial services for a minimum of 1.5 hours per day for the premises (in accordance with **Exhibit "D", Janitorial Service Requirements** attached hereto and incorporated herein by reference), the building, and property, including but not limited to costs incurred as a result of vandalism; and

(8) Should COUNTY elect to exercise any options to extend the Initial Lease Term, LANDLORD shall either: (i) replace, at LANDLORD's sole cost and expense, the carpet throughout the entire Premises, within 30 days after COUNTY's election; or (ii) provide COUNTY, at COUNTY's discretion with rent credits for a total value equal to that of the carpet replacement, meeting the same criteria as specified in Exhibit "C-1", Improvement Specifications, in accordance with this paragraph. In the event COUNTY opts to receive Rent Credit, LANDLORD shall, within thirty (30) days after COUNTY'S election, obtain three (3) competitive bids from licensed and bonded local carpet vendors approved by COUNTY and the amount of the Rent Credit shall be the amount of the lowest of the competitive bids received, which credit will be applied toward Monthly Rent next due to LANDLORD and each Monthly Rent due thereafter until such credit is exhausted. If LANDLORD fails to obtain said competitive bids with the timeframe stated in this paragraph, COUNTY shall have the right to obtain such bids, present said bids to LANDLORD to substantiate the total Rent Credit due to COUNTY, and apply such credit toward the Monthly Rent next due to LANDLORD and each Monthly Rent due thereafter until such credit is exhausted. COUNTY shall have the recurring right to elect the replacement of the carpet throughout the entire

Premises or Rent Credit pursuant to this paragraph during the Lease Term, provided that at least five years has elapsed since the date of COUNTY's immediately preceding election.

(9) At any time on or after each 5th anniversary of the commencement of each Extended Term of the Lease, at COUNTY's election, in its sole discretion, LANDLORD shall either: (i) repaint, at LANDLORD's sole cost, the entire interior of the Premises, within (30) days after COUNTY's election; or (ii) provide COUNTY, at COUNTY's discretion with rent credits for a total value equal to that of the carpet replacement, meeting the same criteria as specified in Exhibit "C-1", Improvement Specifications. In the event COUNTY opts to receive Rent Credit, LANDLORD shall, within thirty (30) days after COUNTY'S election, obtain three (3) competitive bids from licensed and bonded local paint vendors approved by COUNTY and the amount of the Rent Credit shall be the amount of the lowest of the competitive bids received, which credit will be applied toward Monthly Rent next due to LANDLORD and each Monthly Rent due thereafter until such credit is exhausted. If LANDLORD fails to obtain said competitive bids with the timeframe stated in this paragraph, COUNTY shall have the right to obtain such bids, present said bids to LANDLORD to substantiate the total Rent Credit due to COUNTY and apply such credit toward the Monthly Rent next due to LANDLORD and each Monthly Rent due thereafter until such credit is exhausted. COUNTY shall have the recurring right to elect repainting of the entire interior of the Premises or Rent Credit pursuant to this paragraph during the Lease Term, provided that at least three years has elapsed since the date of COUNTY's immediately preceding election.

B. LANDLORD shall engage licensed and bonded contractors to perform LANDLORD's maintenance and custodial obligations in the Lease, which services shall be performed in a good and workmanlike manner. With respect to the Premises, LANDLORD's maintenance and custodial obligations shall be performed at times during COUNTY's regular business hours that are approved in writing by COUNTY. LANDLORD's service providers must be escorted by COUNTY staff while in the Premises and such services shall be performed in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY.

C. Without in any way affecting LANDLORD'S obligations in this paragraph and regardless of whether any specific notice of need for maintenance or repair is provided to LANDLORD by COUNTY, COUNTY may request specific maintenance. Any such request may be made orally, by telephone, or otherwise. If: (i) COUNTY requests maintenance and LANDLORD does not commence the performance of its maintenance obligations within ten (10) days of receiving such request or does not diligently prosecute its obligations to completion thereafter; or (ii) in the case of an emergency, whether or not COUNTY has given notice to LANDLORD, LANDLORD does not immediately perform its obligations, then in both instances, COUNTY may (but is not obligated to) perform LANDLORD'S obligations, in which case, LANDLORD shall reimburse COUNTY the sum actually expended by COUNTY (including but not limited to charges for COUNTY employees and equipment) in the performance of LANDLORD's obligations. The sum expended by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of COUNTY's invoice to LANDLORD along with documentation supporting the expended costs, and if paid at a later date, shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to deduct from future Monthly Rent or other sums due the amount COUNTY has paid until COUNTY is reimbursed in full for the sum and interest thereon. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in the Lease.

D. In the event of any that any maintenance, repair, or replacement by LANDLORD causes, as determined by COUNTY in its sole discretion, the Premises or the Allocated Parking to be inaccessible or the Premises or any portion thereof to be unusable for COUNTY to conduct its operations, Monthly Rent and other sums due under the Lease shall be abated for the commencement of the need for maintenance, repair, or replacement until such time that said maintenance, repair, or replacement is fully completed in proportion to the Premises or portion thereof that is inaccessible or unusable by COUNTY."

E. At COUNTY's election, in its sole discretion, LANDLORD, shall, at LANDLORD's sole cost and expense, hire a licensed, bonded, and qualified property management company to manage the Property and perform LANDLORD'S maintenance and custodial obligations as set forth in the Lease. Within fourteen (14) days after the engagement of a property management company, the property manager of the property management company shall inspect the Premises, the Building, and the Property at least every other week to ensure

compliance with LANDLORD'S maintenance obligations and daily to ensure compliance with LANDLORD'S custodial obligations. COUNTY reserves the right to review the selection of the property management company and to review the engagement agreement."

6. Effective March 11, 2025, ADD a new **Paragraph 57, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE and Exhibit "I" – Levine Act Campaign Contribution Disclosure** attached and incorporated herein, which 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."

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

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

END OF SIXTH AMENDMENT.

SAN BERNARDINO COUNTY

LOLLY VENTURES, LLC.

(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

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

Name Mathew Thomas
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Managing Member
(Print or Type)

By _____
Deputy

Dated: _____
Address 1717 E. Vista Chino #A7236
Palm Springs, CA 92262

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
►

Lyle Ballard, Real Property Manager, RESD
Date _____

EXHIBIT "D"

JANATORIAL SERVICE REQUIREMENTS

The janitorial and maintenance schedule is designed to keep the facility in a clean, orderly, and well-maintained state. The following schedule is considered the minimum standard janitorial services that are to be performed. The landlord shall review each facility monthly and provide additional services as needed. All janitorial and maintenance services shall be provided by licensed janitorial contractors in a professional manner. **Landlord is responsible for providing all services related to the health and cleanliness of the leased facility.**

Landlord, Janitorial and Maintenance vendor(s) must provide Material Safety Data Sheets (MSDS) for all cleaning solutions, spray products and chemicals, used by staff and/or stored on site. All cleaning agents must remain safely locked in Janitor's Closet or other secured location. Copies of the MSDS must be posted in the Janitor's Closet for inspection.

Landlord, Janitorial and Maintenance vendor(s) are to provide/supply all materials necessary to maintain the facility including all sanitary, cleaning and paper goods. Refill supplies shall be readily accessible to on-site supervisors. Shared access to the janitors' closet(s) shall be determined and agreed upon between janitors and on-site supervision, to include safety concerns. Landlord, Janitorial and Maintenance vendor(s) shall keep janitor and any supply rooms in a clean and orderly state.

Landlord, Janitorial and Maintenance vendor(s) shall maintain posted check off schedules for all services to be provided. County to approve check off schedule format and be provided access to review the schedule completion history. Landlord, Janitorial and Maintenance vendor(s) are to provide County with confirmation of monthly and quarterly service completion, including date of service and photographic evidence of before and after.

JANITORIAL SERVICES

Day Porter/Janitor Service

The shift hours scheduled for the Day Porter/Janitor are to be reviewed and approved by COUNTY. The Day Porter/Janitor shall be on site for a minimum of one and a half (1.5) hours per day, excluding County Holidays. The Day Porter/Janitor shall perform services on a quiet basis, as to not disturb employees or clients. Services are to be provided five (5) days a week. Following are the services to be performed:

1. Exterior - Main Entrance, Employee Entrances and Patios
 - a. Empty all ash and trash receptacles.
 - b. Remove papers and debris outside main entrance.
 - c. Clean up reported spills at patio areas and as needed.
2. General
 - a. Empty waste containers in common areas (i.e. breakrooms, conference rooms, lobbies, etc).
 - b. Clean and sanitize all high-touch areas, fixtures and accessories, several times daily with increased frequency, as use dictates. High touch daily clean and sanitized areas shall include but are not limited to the following:
 - i. Restrooms: fixtures, flush valves, handles, accessories, doors, partitions, etc.
 - ii. Office areas: handles, wall switches, buttons, counters, entrance & exit door handles and push bars, stair rails, lobby and common area chairs.
 - iii. Breakroom and kitchenettes: cabinet/drawer pulls & handles, microwave touchpad and handles, refrigerator handles, table tops in breakrooms, etc.
 - iv. Conference rooms and common rooms: tables, chair armrests, phone handsets and pushbutton surfaces, remote controls for TV's and game controls, etc.
 - c. Clean and sanitize guard station in presence of security personnel.
 - d. Clean spots and fingerprints from glass in high traffic areas
3. Restrooms
 - a. Clean and sanitize fixtures, including toilets, mirrors, chrome pipes, etc.
 - b. Clean splash marks from walls.
 - c. Refill soap, paper towel and toilet paper dispensers.

- d. Clean and sanitize drinking fountains.
- 4. Breakrooms
 - a. Damp clean table tops.
 - b. Clean kitchen sinks and counters.
 - c. Clean up reported spills as needed.
- 5. Conference/Hearing/Interview Rooms
 - a. Clean and sanitize high touch areas when rooms are unoccupied.
 - b. Empty waste containers when rooms are unoccupied.
 - c. Sweep floors to remove debris when rooms are unoccupied.
 - d. Clean windows when rooms are unoccupied.

Overnight Daily Janitorial Service

The shift hours scheduled for the Night Janitor(s) are to be reviewed and approved by COUNTY. Services are to be provided five (5) days a week. Following are the services to be performed:

- 1. Exterior - Main Entrance, Employee Entrances and Patios
 - a. Empty and clean all ash and trash receptacles.
 - b. Sweep debris outside main entrance.
 - c. Clean lobby doors.
- 2. General
 - a. Empty waste containers in all areas and reline if showing wear or if food was present.
 - b. Vacuum all Conference/Training Rooms, and traffic aisles in open office areas.
 - i. All carpeted areas are to be vacuumed using a commercial dual-motor vacuum with rotating cylindrical brush, rather than a beater bar.
 - c. Brush down steps of interior stairwells.
 - d. Vacuum and/or damp mop clean elevator floor.
 - e. Spot clean all walls and doors including elevator.
 - f. Spot clean carpets of small spillage, footprints, etc.
- 3. Lobbies/Public Hallways
 - a. Wet mop clean all tiled floors.
 - b. Damp clean lobby counters.
 - c. Clean hand marks off glass on entrance doors and transaction windows.
- 4. Restrooms
 - a. Clean and sanitize fixtures, mirrors, chrome pipes, etc.
 - b. Clean splash marks from walls.
 - c. Refill soap, paper towel and toilet paper dispensers.
 - d. Clean and sanitize drinking fountains.
 - e. Wet mop and sanitize rest room floors.
 - f. Replace batteries in battery operated fixtures.
- 5. Breakrooms
 - a. Damp clean table tops.
 - b. Clean kitchen sinks and counters.
 - c. Clean up reported spills and as needed.
- 6. Conference/Hearing/Interview Rooms
 - a. Clean and sanitize high touch areas when rooms.
 - b. Damp mop floors.
 - c. Empty waste containers.
 - d. Sweep floors to remove debris.
 - e. Clean windows.
- 7. Conference Rooms/Training Rooms/Classrooms
 - a. Clean high touch areas.
 - b. Empty waste containers.
- 8. Private Offices/Open Office Cubicle Areas
 - a. Dust all desks, chairs, tables, filing cabinets and other office furniture.

Overnight Weekly Janitorial Service:

1. Clean all desk tops that are cleared on designated day to be determined and agreed upon by onsite supervision.
2. Clean hand marks from walls, doors, woodwork, plugs and switches.
3. Vacuum all carpeting completely. All carpeted areas are to be vacuumed using a commercial dual motor vacuum with a rotating cylindrical brush, rather than a beater bar. Vacuuming shall occur on a designated day to be determined and agreed upon by onsite supervision.
4. Vacuum upholstered furniture including task chairs.
5. Pour large bucket of water with sanitizer into each floor drain.

Overnight Monthly Janitorial Service:

1. Dust high areas, including window coverings.
2. Brush down cobwebs inside building. Dust ceilings and ceiling tiles.
3. Vacuum and clean dust and dirt accumulation from all HVAC vents, restroom vents, and Ceiling Fans.
4. Provide and replace cartridge and battery (as necessary) in rest room automatic air fresheners.

MAINTENANCE SERVICES

The following services are in addition to the janitorial services. The services shall be performed by a licensed maintenance contractor in a professional manner. Services should be provided after normal business hours.

Weekly Maintenance Services:

1. Supply and replace interior entry mats with commercial grade cleaned mats. Mats to be placed in interior locations where slip and fall mitigation is needed.
2. Check for and replace burnt out light bulbs. Check for and repair any flickering light fixtures.
3. Check for and remove all litter and debris from the premises, including landscaping and parking areas.

Monthly Maintenance Services:

1. Licensed pest control for interior (after hours only) and exterior spraying or treatments. Provide mosquito control devices or stations (ie: In2Care Mosquito Station). County to approve schedule.
2. Pressure wash as needed and clean all exterior patio areas including patio furniture and doors at main entrance.
3. Pressure wash as needed /clean all exterior walkways leading to the Leased Facility. Clean and wipe down pedestrian gates.
4. Machine clean and seal all tiled floors. Clean all tile and rubber base molding.

Quarterly Maintenance Services:

1. Carpet to be cleaned twice annually by a professional carpet cleaning company using a wet/dry extraction process per the carpet manufacturers cleaning instructions. Provide wipe down service for existing chair mats.
2. Wash down building exterior surfaces and fencing to maintain clean appearance.
3. Wash all interior and exterior windows.

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 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: LOLLY VENTURES LLC

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:

MATHEW THOMAS AND LAUREL THOMAS

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
<u>N/A</u>	<u>N/A</u>

6. Name of agent(s) of Landlord:

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

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 this Amendment, 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.

Matthew Thomas
Signature

MATHEW THOMAS
Print Name

2/25/2025
Date

LOLLY VENTURES LLC
Print Entity Name, if applicable