

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (the “**Second Amendment**”) is entered into and effective as of the date the Second Amendment is fully executed by the Parties, by and between **KB TRI-CITY II MT, LLC**, a Delaware limited liability company (the “**Landlord**”) and **SAN BERNARDINO COUNTY** (“**Tenant**”), with respect to the following recitals and terms:

RECITALS

- A. Landlord and Tenant are parties to that certain Office Lease dated March 25, 2025 (the “**Original Lease**”) for the premises consisting of approximately 59,018 rentable square feet, inclusive of Suites 100, 150, 200 and 325 within the Brier Corporate Center professional office building (the “**Building**”) located at 862 E. Hospitality Lane, San Bernardino, California (the “**Original Premises**”), all as more particularly described within the Original Lease; as amended by a certain Amendment No. 1 to Lease Agreement No. 25-175 between Landlord and Tenant dated May 5, 2026 (the “**First Amendment**”) and with the Original Lease are hereinafter defined as the “**Lease**”);
- B. Pursuant to Section 31 within the Addendum to the Original Lease (the “**Addendum**”), Tenant was granted a First Right of Offer for any space that becomes, or is about to become available in the Building in which the Original Premises is located;
- C. Landlord has received notice from the tenant occupying Suite 250 within the Building that it intends to vacate its space, which consists of approximately 27,466 rentable square feet (the “**Expansion Premises**”);
- D. Tenant has expressed its desire to lease the Expansion Premises and to annex same into the Premises referenced and described in the Original Lease;
- E. Landlord and Tenant desire to amend the Original Lease to expand the Original Premises area within the Original Lease and further revise the terms thereof in accordance with the terms herein.

TERMS

1. **Recitals / Binding Terms.** The above Recitals are incorporated herein by reference as though fully stated, and Landlord and Tenant (the “**Parties**”) acknowledge that they are true and correct. Any capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings ascribed to them as set forth in the Original Lease. In the event any term of this Second Amendment shall be in conflict with any term(s) of the Lease, the terms of this Second Amendment shall control. Except as to those terms expressly amended pursuant to this Second Amendment, all other terms and conditions of the Lease shall remain in full force and effect.
2. **Increase in Premises Area (“Expansion Premises”).** Upon the “Expansion Commencement” (defined below), the Original Premises (59,018 rentable square feet) shall be increased to include the Expansion Premises (collectively hereinafter identified as the “**Premises**”), which collective Premises shall consist of 86,484 rentable square feet.
3. **Waiver of Acceptance of Offer Notice.** The Parties hereto acknowledge the requirements under Section 31 of the Addendum to the Original Lease requiring a formal “Offer Notice” from Landlord, which is to be accepted by Tenant. Notwithstanding such requirement, the Parties do hereby waive the Offer Notice requirement and have elected to proceed with the preparation of this Second Amendment in lieu thereof.
4. **Expansion Premises, Rent Commencement Date and Rent.** The parties acknowledge that pursuant to the Original Lease terms, construction of Tenant Improvements (the “**Original Premises Work**”) referenced in Exhibit “B” to the Original Lease (the Tenant Work Letter), have commenced and are ongoing as of the date of this Second Amendment. In the event that Tenant shall request tenant improvements to be made to the Expansion Premises (the “**Expansion Work**”), the Parties acknowledge that such work may be conducted independent of the Original Premises Work, possibly resulting in the completion of the Expansion Work and

Original Premises Work at different times. Nonetheless, the payment of rental obligations for the Expansion Premises shall commence when the Expansion Premises is substantially completed, including the Expansion Work if requested, and is “**Ready for Occupancy**” as defined in Exhibit “B” to the Original Lease and as amended herein (the “**Expansion Commencement**”). Notwithstanding the foregoing, Tenant acknowledges and agrees to those terms within Section 5 below relative to a waiver of any claims arising from disruption of Tenant during such construction period. Neither Landlord nor any of Landlord’s agents have made any representation or warranty to Tenant that the contemplated Expansion Work is feasible or practical, or that any applicable governing bodies will issue permits authorizing Tenant to complete the Expansion Work. Nevertheless, the Expansion Commencement Date shall occur only after the Expansion Premises is Substantially Complete and Ready for Occupancy.

Inasmuch as the Lease Term has not yet commenced for the Original Premises, the Parties hereby agree that in the event that the Expansion Commencement Date shall occur before the Original Premises is Ready for Occupancy, the monthly rental obligations for the Expansion Premises shall be payable monthly by applying the Monthly Base Rent per square foot referenced for months 1 through 12 as referenced in the rent schedule within Section 4.1 of the Original Lease (the “**Rent Schedule**”), multiplied by the Expansion Premises area (i.e. 27,466 sq. ft. x \$2.20 = \$60,425.20/mo.). The Extension Option and Base Year referenced in Sections 3.4 and 5 of the Original Lease Summary of Basic Lease Information, respectively shall likewise apply to the Expansion Premises.

Notwithstanding the commencement of rental payments for the Expansion Premises, the ten (10) year Lease Term referenced in the Original Lease shall not commence until the Original Premises is Ready for Occupancy. The Original Premises and the Expansion Premises, unless sooner terminated, shall be coterminous with one another. In the event that the Expansion Premises is not Ready for Occupancy until after the completion of the Original Premises Work for the Original Premises, the Lease Commencement Date shall nonetheless occur on the date in which the Original Premises is Ready for Occupancy. In such event, only rental obligations for the Original Premises shall be due until the Expansion Premises is Ready for Occupancy, at which time, rental obligations shall be due for all of the 86,484 rentable square feet making up the collective Premises. Base Rents for the collective Premises, shall be subject to annual adjustments in accordance with the Rent Schedule. If the commencement date for the Expanded Premises or the Original Premises is other than on the first of a month, prorated partial rent shall be due for each in accordance with the Rent Schedule (see single asterisk in Rent Schedule). Additional Rent shall apply to the Expansion Premises consistent with such obligation for the Original Premises within the Original Lease.

Following the occurrence of each applicable Commencement Date, the Parties shall execute a Notice of Lease Term Dates substantially in the form of Exhibit “C” of the Lease, to confirm the actual Commencement Date, the actual Expiration Date, and any other pertinent terms of the Lease. Tenant shall prepare the Notice of Lease Term Dates and absent manifest error, Landlord shall execute and return said notice within ten (10) days after receipt. If Landlord fails to timely execute and return said notice, Landlord shall be deemed to have accepted the terms confirmed therein. Tenant’s Director of the Real Estate Services Department (“RESD”), or designee, shall have authority to execute said notice on behalf of Tenant, provided the actual Commencement Date does not exceed ninety (90) days from the applicable Projected Occupancy Date.

5. Condition of the Expansion Premises. Subject to the express terms within this Second Amendment, and subject to any agreed upon Expansion Work, Tenant accepts the Premises in its “as-is,” “where-is” condition and acknowledges that Landlord has no obligation to improve or renovate the Premises or contribute to any cost thereof, provided, nothing contained herein shall be deemed to be a waiver by Tenant or Landlord of any obligation of either to maintain the Premises and/or the Project in accordance with their respective obligations under the Lease terms. Expansion Work may be performed in and around the Original Premises and the Expansion Premises while Tenant may be in occupancy of either the Original Premises or Expansion Premises (as the case may be). Tenant acknowledges that the performance of the Expansion Work or Original Premises Work to the Original Premises may interrupt or be disruptive to Tenant’s business or inconvenient to Tenant and Tenant agrees that Landlord shall have no responsibility or liability to Tenant therefor; provided Landlord agrees make reasonable efforts to cause PDD (defined in Section 6 below) to use commercially reasonable efforts to minimize any such interruptions and inconveniences. To the extent the Expansion Work requires Landlord to shut down power or cut any wires in any portion of the Premises occupied by Tenant, Landlord shall provide at least twenty-four (24) hours’ notice to Tenant. Tenant agrees that the performance of Expansion Work shall not

constitute a breach of quiet enjoyment nor an eviction of Tenant from any part of the Premises, whether constructive or otherwise, and Tenant shall in all events be required to pay rent without offset pursuant to the Lease during the performance of Expansion Work or Original Premises Work to the Original Premises as the case may be.

The Parties acknowledge and agree that the Expansion Premises is currently vacant, but such tenant currently has occupancy rights (“**Current Tenant**”), and that the binding effect of this Amendment is expressly conditioned upon the Current Tenant’s consensual termination of its Lease and relinquishment of occupancy rights of the Expansion Space. The Landlord is in negotiation with the Current Tenant for the termination of its lease to occur on or before the Parties are ready to commence with the Expansion Work, as more particularly described in **Exhibit “B-4” (the “Expansion Work”)**, attached hereto and incorporated herein by this reference (hereinafter the “**Turnover Date**”). The Parties further agree that Landlord has no direct control over the Current Tenant and makes no representation or warranty concerning Current Tenant’s vacation of the Expansion Premises by the Turnover Date. The Parties agree to hold harmless each other and its respective agents and representatives for any failure of Current Tenant vacating the Expansion Premises by the Turnover Date. Notwithstanding the foregoing, if the Parties cannot obtain possession of the Expansion Space by the Turnover Date, no party may declare a default for a period of no less than 90 days after the Turnover Date.

For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises has not undergone inspection by a Certified Access Specialist (a “**CASp Inspection**”). The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and will not affect the Landlord’s and Tenant’s respective responsibilities for compliance with any design and construction related accessibility obligations, which will be as set forth in the Lease. As required by California Civil Code Section 1938:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp Inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp Inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp Inspection, the payment of the fee for the CASp Inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

6. Expansion Premises Work and Costs. Notwithstanding the foregoing, Tenant shall pre-pay to the Escrow account each and every soft and hard planning/construction cost (collectively the “**Expansion Costs**”) in the sum of **\$2,237,748.78** for the Tenant Improvements to be made to the Expansion Premises, as more particularly described in the Phase Two Cost Breakdown Schedule within **Exhibit “B-3” (Expansion Costs)** and **Exhibit “B-4” (Expansion Work)** which are attached hereto and incorporated herein by this reference, plus any subsequent Change Order for additional work requested by Tenant to the Expansion Premises (collectively the “**Expansion Work**”). Upon approval and execution by the San Bernardino County Board of Supervisors (“Board”) of this Amendment and the Expansion Costs, the amount of the Expansion Costs shall be paid to Nevada Construction Services within ten (10) business days after Board hearing approval for this Amendment (the “**Expansion Costs Payment Due Date**”). Notwithstanding the effective date of this Amendment being upon mutual execution of same, Tenant acknowledges that possession of the Expansion Premises shall not be provided until December 1, 2026.

Exhibit “B” of the First Amendment (Tenant Work Letter) is hereby amended to incorporate the Expansion Work and Expansion Costs associated with the Expansion Premises consisting of approximately **27,466 rentable square feet**, including the tenant improvements described above (Exhibit “B” Tenant Work Letter as amended, attached and incorporated herein).

Landlord has entered into a Construction Agreement with Pacific Design Directions, Inc. (“**PDD**”) dated December 23, 2025 (the “**Construction Agreement**”), as amended. Tenant and Landlord, PDD and Nevada Construction Services (“**NCS**”) have entered into an Escrow and Disbursement Agreement dated May 30, 2025 (the “**Disbursement Agreement**”) providing for the funding of Tenant Improvements by Tenant, providing for

the distribution of such proceeds to the contractors, laborers and materialmen in accordance with Exhibit "B" to the Lease, and the Disbursement Agreement. Subject to the terms and conditions herein, Landlord shall cause the Construction Agreement and Disbursement Agreement to be amended to provide for and incorporate the Expansion Work to be conducted within the Expansion Premises. All costs associated with the Expansion Work whether or not reflected in a Change Order(s) authorizing the Expansion Work, upon approval of this Amendment and the costs for the Expansion Work by the Board, shall be promptly funded and deposited with NCS by Tenant (in accordance with the timing parameters for payment to Escrow within this Section 6 above, and other terms within Exhibit "B" and/or the Disbursement Agreement) before PDD will be engaged for constructing the Expansion Work. Tenant shall also be responsible for escrow administration fees, estimated to be an additional \$2,520 per month for the duration of the Expansion Work project.

The Expansion Work shall be carried out in the same fashion as the Original Premises Work for the Original Premises. Except for the Expansion Costs Payment Due Date, payments, Change Orders and distribution of the Tenant's proceeds held by NCS shall be administered in accordance with the terms of Exhibit "B" attached to this Amendment], and the Disbursement Agreement. To the extent there is a conflict in terms between this Amendment and Exhibit "B" attached, the terms of this Amendment shall control. Tenant acknowledges that upon mutual execution hereof, it shall promptly obtain and issue a Change Order to provide and obtain approval for any and all costs associated with the Expansion Work. Landlord shall have no obligation to pay for or provide for the Expansion Premises any (a) improvement allowance, (b) hard and soft tenant improvement construction costs, (c) any and all other costs incurred or to which Landlord has or is obligated to pay relative to the leasing of the Expansion Premises to Tenant (collectively, the "**Expansion Costs**"). Tenant shall not be entitled to any leasing concessions concerning the Expansion Premises, inclusive of, but not limited to free/abated rents. In the event that any Tenant approved Expansion Costs are incurred by Landlord, Tenant shall reimburse Landlord such costs evidenced by invoice therefor within 30 days of the date of Tenant's receipt of such invoice(s), including proof of payment by Landlord and supporting documentation reasonably required by Tenant to verify the charges (the "**Cost Reimbursements**"). Tenant shall cause Landlord to engage Pacific Interior Design ("**PID**") for plans ("**Plans**") to generate a bid proposal for the Expansion Work (the "**Bid**"), with Tenant paying the costs invoiced by PID for such Plans/Bid and other soft cost associated with the Expansion Work, within 30 days of being invoiced therefor. The Plans and Bid shall be approved by Landlord and Tenant before any Expansion Work is commenced.

7. Conditions to Taking Occupancy of the Expanded Premises. Notwithstanding the grant by Landlord to annex the Expansion Space of the Existing Premises, Landlord shall have no obligation to provide possession of the Expansion Space if subsequent to this Amendment, (a) Landlord is not timely provided the Expansion Premises by the tenant currently in possession of the Expansion Premises (per separate agreement with Landlord and such tenant); (b) Tenant is in Default of the Original Lease (after notice and cure period have expired), (c) Tenant fails to take possession of the Expansion Premises promptly upon the Expansion Commencement, (d) Tenant has failed to fund all of the Expansion Costs in accordance with this Amendment, and alternatively, Exhibit "B" and the Disbursement Agreement.

8. Parking Space Allocations. As a result of the increase in the Original Premises, upon taking occupancy of the Expansion Premises, Tenant shall be entitled to utilize an additional 107 parking passes for unreserved parking spaces.

9. Brokers. Landlord and Tenant acknowledge that Landlord has been represented in this transaction by Newmark, John Ewart as Landlord's Broker, and Tenant has not been represented by any broker. Each of Landlord and Tenant represent and warrant that other than Landlord's Broker, they have not been represented by any other broker or person in the negotiation of this Second Amendment. Landlord's Broker shall be compensated by Landlord pursuant to separate agreements therefor. Except as expressly set forth above, if any claim is made for a broker's or finder's fee or commission in connection with the negotiation, execution or consummation of this Second Amendment or the transactions contemplated herein or in the Lease, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party and such party will indemnify the other party against all resulting liabilities, costs, expenses, claims, demands and causes of action, including reasonable attorney's fees and costs through all appellate actions and proceedings, if any. The foregoing shall survive the Expansion Commencement.

10. Tenant Estoppel Statement. Tenant hereby certifies, warrants, represents and agrees that, to Tenant's actual knowledge as of the date of this Second Amendment, the Lease is in full force and effect, Landlord is not in default under the Lease, Landlord has performed all of its obligations, if any, that may be conditions to Tenant's performance under the Lease, and no event has occurred which, with the giving of notice or the passage of time, or both, would ripen into Landlord's default under the Lease. Tenant further acknowledges that except as referenced in the Recitals above, the Lease has not been modified or amended in any way prior to the date of this Second Amendment. Tenant has not, at any time, subleased, pledged, hypothecated, assigned, or encumbered the Lease or in any other manner encumbered the Premises without the prior written approval of Landlord.

11. Corporate Status/Full Execution Pending Satisfaction of Condition Subsequent. Prior to execution hereof by Landlord, Landlord was found to be in good standing with the California Secretary of State, however, Landlord's entity was in a "forfeiture" status with the California Franchise Tax Board ("**CFTB**"). Per applicable law concerning the forfeiture status, any agreement entered into while in such a status is voidable. While the Landlord endeavors to reinstate the CFTB status to good standing, the Parties acknowledge that CFTB is incapable of promptly reviewing and processing Landlord's application for reinstatement to good standing in time for the upcoming County Board meeting agenda wherein this Amendment is to be approved. Nonetheless, the Parties desire to move forward with causing this Amendment to be conditionally approved by the Board while Landlord awaits CFTB's review and approval of its application to reinstate its company status to good standing. Acknowledging the Landlord's entity status as of Landlord's execution, and that this Amendment shall not be binding on Tenant pending execution by Tenant, Landlord shall execute this Amendment and Tenant shall cause same to be presented to the San Bernardino Board of Supervisors (the "**Board**") for consideration and approval of the terms herein at the next available Board meeting, projected to be the June 23, 2026 meeting. Notwithstanding any such Board approval at the time scheduled therefor, this Amendment shall not be valid or enforceable until both (a) Landlord provides Tenant satisfactory evidence reflecting that the Landlord entity status has been fully reinstated by CFTB and/or the California Secretary of State (the "**Reinstatement**"), and (b) this Amendment is executed by Tenant. Tenant shall execute this Amendment within five (5) business days after the later of (i) the Board approving this Amendment having previously received proof of Reinstatement, or (ii) Landlord providing to Tenant verification of the Reinstatement after the Board approves the terms hereof (in each instance, an "**Approval**").

12. Miscellaneous.

a. Payment without Offset. Tenant shall be obligated for the payment of all rental obligations in the Lease (as amended by the terms of this Second Amendment) without offset or abatement, and shall comply with all other obligations of Tenant under the Lease as amended hereby.

b. Counterparts. This Second Amendment may be executed in counterparts and as so executed shall constitute one agreement binding the parties. The parties shall be entitled to sign and transmit an electronic signature of this Second 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 Second Amendment upon request.

c. Authority. Each of Landlord and Tenant represents and warrants to the other that the individuals executing this Second Amendment is authorized to sign this Second Amendment on behalf of their respective business entities and bind them to the terms set forth herein.

d. Invalidity of Provisions. If any term or provision of this Second Amendment or the application thereof to any person or circumstance shall be to any extent invalid and unenforceable, such term/provision, or part thereof, shall be severed from this Second Amendment and the remainder of this Second Amendment shall not be affected thereby.

e. Entire Agreement. This Second Amendment sets forth the entire agreement of the Parties relative to the matters set forth herein. There have been no additional oral or written representations or agreement other than that set forth herein. Under no circumstances shall Tenant be entitled to any rent abatement, improvement

allowance, leasehold improvements (other than the Expansion Work as set forth in Section ___ above), or other work to the Premises.

f. Confidentiality. Tenant agrees that neither the Tenant nor its agents or any other parties acting on behalf of the Tenant shall disclose any matters set forth in this Second Amendment or disseminate or distribute any information concerning the terms, details or conditions hereof to any person, firm or entity without the obtaining the express written consent of Landlord, unless and only to the extent such disclosure is required by law, subpoena or legal process, or in connection with any judicial or administrative proceedings involving Tenant or the Lease. Notwithstanding the foregoing, Tenant may disclose the following general information under the Original Lease (as amended hereby) without Landlord's prior written consent, or as required by law: (i) Tenant's name, (ii) name and location of the Premises, (iii) square footage of the Premises, and (iv) length of the Lease Term. Tenant may disclose the provisions of the Lease, as hereby amended, without the prior written consent of Landlord, to Tenant's affiliates, controlling persons, officers, directors, employees, agents (including real estate brokers), accountants, financing sources, consultants and attorneys.

g. Conflict in Terms. The parties hereby reaffirm their rights and obligations under the Original Lease as amended, and as modified by this Second Amendment. In the event of any conflict between the provisions of the Original Lease and this Second Amendment, the terms of this Second Amendment shall control. Landlord and Tenant hereby warrant and represent that, to the best of their knowledge (a) as of the date hereof, the Parties have complied with all of the terms and conditions of the Original Lease, and (b) Tenant has no rights to any credit, claim, cause of action, offset or similar charge against Landlord or the rental obligations existing as of the date hereof.

h. This Second Amendment shall be subject to the approval of Landlord's mortgagee.

i. Successors. This Second Amendment shall be binding upon and shall inure to the benefits of the Parties and their respective successors and assigns as more specifically set forth in the Original Lease as amended hereby.

j. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE: LANDLORD has disclosed to the COUNTY using Attachment "A" – 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.

[Signature Pages Follow]

By signing below, the undersigned acknowledge that each has read, understands and agrees to be bound by the terms set forth above.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment effective as of the date first set forth above.

LANDLORD:

KB Tri-City II MT, LLC,
A Delaware limited liability company,

By: KB Tri-City II SPE Member, LLC,
a Delaware limited liability company,
its Manager

By: Kingsbarn Real Estate Capital, LLC,
a California limited liability company,
its Manager

By: Kingsbarn Realty Capital, LLC,
a Nevada limited liability company,
its Manager

By: _____
Jeff Pori, Chief Executive Officer

Dated: _____, 2026

[TENANT'S SIGNATURE PAGE FOLLOWS]

TENANT:

SAN BERNARDINO COUNTY

By: _____
Dawn Rowe, Chair
Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By: _____
Deputy

Dated: _____, 2026

Approved as to Legal Form:

LAURA FEINGOLD, County Counsel
San Bernardino, California

By: _____
John Tubbs II, Deputy County Counsel

Dated: _____, 2026



ATTACHMENT "A"

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-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: KB TRI-CITY II MT, LLC, a Delaware 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: Jeff Pori, CEO

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
KB Tri-City II SPE Member, LLC	Manager
Kingsbarn Real Estate Capital, LLC	Manager
Kingsbarn Realty Capital, LLC	Manager

6. Name of agent(s) of LANDLORD:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Newmark	John Ewert	N/A
Richard L. Tobler, Ltd.	Richard Tobler	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):
<u>N/A To this Amendment</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 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.

EXHIBIT B

TENANT WORK LETTER
(TURNKEY)

Concurrently with the execution of this Tenant Work Letter, Landlord and Tenant have entered into the Lease for the Premises. All terms not defined herein have the same meaning as set forth in the Lease. To the extent applicable, the provisions of the Lease are incorporated herein by this reference.

1. TENANT IMPROVEMENTS.

a. **Reserved.**

b. **Tenant's Contribution of Construction Costs.** All improvements to be made to the Premises (the "**Tenant Improvements**") are described and depicted in the attached plan (the "**Plan**") and bid ("**Bid**") for the Tenant Improvements work. Both the Plan and Bid are attached to this Exhibit as **Exhibit B-1**. The Plan specifications for Tenant Improvements are attached hereto as **Exhibit B-2**. Any and all hard and soft construction costs (the "**Tenant's Contribution**") for the buildout of Tenant Improvements will be required to be funded by Tenant to an escrow (plus all of Tenant's Work Supervision Fees defined as four percent (4%) of all hard and soft costs and expenses incurred for all tenant improvements costs making up the Tenant's Contribution and any County Change Orders and shortfalls thereon, if any), which shall disburse Tenant's Contribution in satisfaction of payment to all suppliers, laborers and contractors (collectively the "Contractors") constructing the Tenant Improvements. The current Tenant's Contribution as of the date of the execution of this Lease (inclusive of Tenant's Work Supervision Fees) is the estimated sum of **\$6,172,973.75**, inclusive of the cost breakdown set forth in the table below (the "Phase One Cost Breakdown Table"). Tenant acknowledges that additional funds shall be deposited into Escrow to fund tenant improvements associated with the Expansion Premises pursuant to the Second Amendment to Lease, as set forth below in the table two below (the "Phase Two Cost Breakdown Table"). The budgeted amount approved for such additional Expansion Work is approximately **\$1,782,336.21** , (as may be amended), with **Expansion Costs** being the collective sum of **\$2,237,748.78** within the Phase 2 Cost Break-Down Table within this Exhibit "B" as set forth below, which Expansion Costs are inclusive of 10% Contingency, 4% Work Supervision Fee, and 12 months Escrow Fees, with the timing for such sum being payable by Tenant by the Expansion Costs Payment Due Date defined in Section 6 of the Second Amendment to which this Exhibit "B" is attached. All construction control administration through Escrow (defined below) shall be at Tenant's sole cost and expense with any interest borne on the Tenant's Contribution being, if any, being credited or paid to Tenant. Landlord's obligation to commence construction shall be conditioned on Tenant having first made the entire Tenant's Contribution to Escrow. Tenant acknowledges and agrees that, it shall be solely responsible for any and all costs and expenses to plan, design and construct all Tenant Improvements. Tenant shall indemnify, defend and hold harmless Landlord and all of Landlord's successors, assigns, agents and other similar persons harmless therefrom, and shall be required to fund any shortfall (not to exceed the greater of ten percent (10%) of Tenant's Contribution, or \$193,641.12, defined as the "**Overage Limit**", as applicable) in construction funds within three days of written notice by Landlord to Tenant of any such shortfall of monies required to fully fund the total construction costs of the Tenant Improvements. Notwithstanding anything to the contrary herein, Tenant shall be obligated to pay within sixty business days *all* shortfalls for work arising from any County Change Order (defined below), regardless of the shortfall amount. Tenant shall indemnify and hold Landlord harmless for any expense, cost or obligation arising from failure to pay cost overages whether for approved County Change Orders or for construction expenses exceeding Tenant's Contribution. Tenant's failure to promptly pay shortfalls which result in the halting of ongoing construction or interferes with the work/scheduling of other trades shall be deemed a Tenant Delay and a default of the Lease. The Tenant Improvements described herein shall also include the tenant improvements associated with the Expansion Premises added pursuant to the Second Amendment to Lease the area for which consists of approximately **27,466 rentable square feet**.

PHASE ONE COST BREAKDOWN TABLE

Cost Component	Amount (\$)
Construction Costs	\$ 4,853,478.99
NAS 4% Fee	\$ 215,534.52
NCS Fee (12 months)	\$ 30,240.00
Architect Contract	\$ 396,710.00
Design and Construction Change Orders	\$ 138,173.95
10% Contingency (GC Contract)	\$ 538,836.29
Total Overall Project Cost	\$ 6,172,973.75

(EXPANSION) PHASE TWO COST BREAKDOWN TABLE

Cost Component	Amount (\$)
Construction Costs	\$ 1,782,336.21
NAS 4% Fee	\$ 77,456.45
NCS Fee (12 months)	\$ 30,240.00
Architect Contract	\$ 154,075.00
10% Contingency (GC Contract)	\$ 193,641.12
Total Overall Project Cost	\$ 2,237,748.78

- c. **Escrowing of Tenant’s Contribution for Construction Costs.** No later than fifteen (15) days prior to commencement of construction of the Tenant Improvements, an escrow shall be opened with Nevada Construction Services, 7674 W. Lake Mead Blvd., Suite 110, Las Vegas, Nevada 89128 (“**Escrow**”), with Deborah A. Vogel (702) 251-1150, email dvogel@partnerESI.com , acting as the escrow officer thereof (“**Escrow Agent**”). The Escrow is to be funded with the entirety of Tenant’s Contribution before construction on the Tenant Improvements commence. Tenant agrees to indemnify Landlord for any claim or damage against Landlord arising from the failure of Tenant to timely fund the Tenant’s Contribution with Escrow. Tenant may elect to deposit the Tenant’s Contribution into an interest bearing account pending disbursement to the Contractors, the interest for which shall be credited/paid to Tenant. Tenant and Landlord agree to negotiate and execute the agreements that Escrow may reasonably require for the services of administering payment of Tenant’s Contribution, which agreements shall provide for conditions to payments to the Contractors in accordance with Escrow’s standard protocol in making payment for actual work performed, and to assure the Tenant Improvements are completed without the imposition of mechanics or other liens being record against the Property. Notwithstanding the foregoing, Tenant and Landlord shall be required to approve of any payments from the Escrow account, and such payment amounts shall be in accordance with the terms of the agreements with Contractors utilized to build the Tenant Improvements.
- d. **Changes to the Plans and Bid.** After execution of the Lease to which this **Exhibit B** is attached, Tenant may request changes to the Plans provided that (a) the changes shall not be of a lesser quality than Landlord's standard specifications for tenant improvements for the Building, as the same may be changed from time to time by Landlord (the "**Standards**"); (b) the changes conform to applicable governmental regulations and necessary governmental permits and approvals can be secured; (c) the changes do not require building service beyond the levels normally provided to other tenants in the Building; (d) the changes do not have any adverse effect on the structural integrity or systems of the Building; (e) the changes will not, in Landlord's opinion, unreasonably delay construction of the Tenant Improvements; and (f) Landlord has determined in its sole discretion that the changes are of a nature and quality consistent with the overall objectives of Landlord for the Building. If Landlord approves a change requested by Tenant, then, as a condition to the effectiveness of Landlord's approval, Tenant shall pay to Escrow upon demand by Landlord the increased cost attributable to such change, as reasonably determined by Landlord. To the extent any such change results in a delay of completion of construction of the Tenant Improvements, then such delay shall constitute a Tenant Delay caused by Tenant as described below.

- e. **Expansion Premises Improvements.** Pursuant to the Second Amendment to Lease, the Tenant Improvements may include improvements to the Expansion Premises consisting of approximately 27,466 rentable square feet.

The planning, construction, escrow funding, and change order procedures applicable to Tenant Improvements under this Exhibit shall also apply to the Expansion Premises improvements. Notwithstanding anything to the contrary within this Exhibit "B" as amended, the timing terms for payment of the Expansion Costs shall be by the Expansion Costs Payment Due Date defined within Section 6 of the Second Amendment to which this Exhibit "B" is attached.

2. **CONSTRUCTION OF TENANT IMPROVEMENTS.** Upon Tenant's payment to Escrow of Tenant's Contribution and any of the total amount of the cost of any changes to the Plans, if any, Landlord's contractor shall commence and diligently proceed with the construction of the Tenant Improvements, subject to Tenant Delays (as described in Section 4 below) and Force Majeure Delays (as described in Section 5 below). Promptly upon the commencement of the Tenant Improvements, Landlord shall furnish Tenant with a construction schedule letter setting forth the projected completion dates therefor and showing the deadlines for any actions required to be taken by Tenant during such construction, and Landlord may from time to time during construction of the Tenant Improvements modify such schedule. After substantial completion, Landlord shall not modify the Tenant Improvements without obtaining the prior written consent of the County's RESD representative, as the authorized County agent for the Tenant Improvements. In the event Landlord makes any modifications to the Tenant Improvements without County's prior written consent, County shall have no liability for any costs incurred and Landlord shall be solely responsible for said costs and for any costs incurred to return the affected portion of the Tenant Improvements to its original specifications. During construction of the Tenant Improvements, if County's authorized County RESD representative proposes any modifications to or additional work that are not set forth in the Plans, Landlord shall, prior to commencing any proposed work, promptly provide pricing and schedule impacts to County for the proposed work. If the parties mutually agree to proceed with the proposed modification or additional work to the Tenant Improvements ("**County Change Order Work**"), the authorized representatives of the Parties shall execute a change order document ("**County Change Order**") setting forth the agreed specifications, costs (with an invoice from the contractor), and schedule impact or schedule modification agreed upon by Landlord and Tenant, if any, for the County Change Order Work and Landlord shall promptly complete said County Change Order Work and pay the cost of the County Change Order Work into Escrow for disbursement for County Change Order Work. County shall pay to Escrow or Landlord's contractor (to contractor where the work is immediately required) for the County Change Order Work by separate purchase order within the sooner of (a) thirty (30) days after execution of the Change Order, or (b) five days prior to the date in which the failure to commence with the County Change Order Work would materially interfere with continuing buildout of other Tenant Improvements. Where not immediately paid to the contractor, payment for the Change Order Work shall be through Escrow, with Escrow obtaining lien releases for the Change Order Work, and any other documents reasonably requested by County for the County Change Order Work (which documentation shall be articulated in the agreement with Escrow). The authorized County RESD representative may process one or more County Change Orders in accordance with this Paragraph 2, provided that, notwithstanding anything to the contrary in the Lease or this Tenant Work Letter, the cumulative total of all agreed County Change Orders shall not exceed \$200,000.00. Any proposed County Change Order(s) that cause the cumulative total of all agreed County Change Orders to exceed \$200,000.00 shall be processed by a mutually agreed amendment to the Lease that is executed by the parties. In the event that any County Change Order Work interferes with completion of the scheduled Tenant Improvements, such delay shall constitute a Tenant Delay, unless a schedule modification for the County Change Order Work is agreed upon by the parties in writing.
3. **Prevailing Wage Requirements.** In the event Landlord contracts for the construction of the Tenant Improvements or any portion thereof, Landlord shall comply with the provisions of the California Public Contract Code 22000 through 22045 regarding bidding procedures and Labor Code Section 1720.2 and 1770 et seq. regarding general prevailing wages, including, but not limited to, those requirements set forth on Exhibit "J", attached hereto and incorporated herein by reference. Landlord shall indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, employees,

agents, and contractors from any and all claims, actions, losses, damages and/or liability arising out of or related to the obligations set forth in this paragraph. Landlord's indemnity obligations shall survive the expiration or earlier termination of the Lease and such obligations shall not be limited by the existence or availability of insurance.

4. SUBSTANTIAL COMPLETION; READY FOR OCCUPANCY.

(a) **Substantial Completion; Punch-List.** For purposes of this Tenant Work Letter and the Lease, the Tenant Improvements shall be deemed to be "**substantially completed**" and the Premises shall be deemed to be "**Ready for Occupancy**" when Landlord: (i) is able to provide Tenant reasonable access to the Premises; (ii) has substantially completed the Tenant Improvements in accordance with the Plans, other than decoration and minor "punch-list" type items and adjustments which do not materially interfere with Tenant's access to or use of the Premises; and (iii) has obtained a temporary certificate of occupancy or other required equivalent approval from the local governmental authority permitting occupancy of the Premises; provided, however, that if substantial completion of the Tenant Improvements is delayed as a result of any Tenant Delays described in Section 4 below, then the Lease Commencement Date as would otherwise have been established pursuant to the Lease shall be accelerated by the number of days of such Tenant Delays.

(b) **Delivery of Possession.** Landlord agrees to deliver possession of the Premises to Tenant when the Tenant Improvements have been substantially completed in accordance with clause (a) above. The parties estimate that Landlord will deliver possession of the Premises to Tenant and the Term of this Lease will commence on or before the Estimated Lease Commencement Date set forth in Section 3.2 of the Summary. Landlord shall use its commercially reasonable efforts to cause the Premises to be substantially completed on or before the Estimated Lease Commencement Date. Tenant agrees that if Landlord is unable to deliver possession of the Premises to Tenant on or prior to the Estimated Lease Commencement Date specified in Section 3.2 of the Summary, the Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom.

(c) **Early Access.** During construction of the Tenant Improvements, Landlord shall allow County to: (i) have early access ("Early Access") to the Premises at no cost and at any time prior to the Commencement Date for the purpose of County or its representatives installing communications equipment, modular furniture, alarms and such other items that County may reasonably desire and to inspect the status of the construction of the Tenant Improvements, provided that nothing herein contained shall be construed as creating an obligation upon County to make such inspections, and it is Landlord's obligation to ensure that the Tenant Improvements are completed in compliance with the plans and specifications. County shall exercise its Early Access rights at a time and in a manner that will not unreasonably interfere with Landlord's construction of the Tenant Improvements and any such Early Access shall not affect the Commencement Date or the Expiration Date; and/or (ii) have early use ("Early Use") of the Premises or any portion thereof at any time prior to the Commencement Date. County shall exercise its Early Use rights at a time and in a manner that will not unreasonably interfere with Landlord's construction of the Tenant Improvements. If County exercises its Early Use rights as to the Premises or any portion thereof, the terms of the Lease shall be in effect, provided if County's Early Use is as to a portion of the Premises, Monthly Rent shall be pro-rated based on the area of County's Early Use and such Early Use or vacation thereof shall not constitute County's acceptance of the Premises or the Tenant Improvements or any portion thereof as Substantially Complete. Any such Early Use shall not affect the Commencement Date or the Expiration Date. Tenant shall fund any tenant improvement costs associated with the Expansion Premises into Escrow in accordance with Section 6 of the Second Amendment to Lease. All other terms of the Lease shall, however, be in effect during such period.

5. TENANT DELAYS. As used in the Lease, "**Tenant Delays**" shall mean any delay resulting from any or all of the following: (a) Tenant's failure to timely perform any of its obligations pursuant to this Tenant Work Letter, including any failure to complete, on or before the due date therefor, any action item which is Tenant's responsibility pursuant to any schedule delivered by Landlord to Tenant pursuant to this Tenant Work Letter; (b) Tenant's changes to the Plans, inclusive of County Change Orders, unless the parties agree to modify the schedule; (c) Tenant's request for materials, finishes, or installations which are not readily available or which are incompatible with the Standards; (d) any delay of Tenant in making payment to

Landlord for Tenant's share of any costs in excess of the cost of the Tenant Improvements as described in the Plans; (e) Tenant's failure to conduct a walk-through of the Premises and accept the Tenant Improvements (subject to its provision of punch list items to Landlord) within three (3) business days after Landlord has substantially completed the Tenant Improvements and provided notice to Tenant thereof, or (f) any other act or failure to act by Tenant, Tenant's employees, agents, architects, independent contractors, consultants and/or any other person performing or required to perform services on behalf of Tenant.

6. **FORCE MAJEURE DELAYS.** As used in the Lease, "**Force Majeure Delays**" shall mean any actual delay beyond the reasonable control of Landlord, which is not a Tenant Delay and which is caused by any of the causes described in Section 29.16 of the Lease.
7. **CONSTRUCTION REPRESENTATIVES.** Landlord hereby appoints the following person(s) as Landlord's representative ("**Landlord's Representative**") to act for Landlord in all matters covered by this Tenant Work Letter: Julie Castillo – jcastillo@nasassets.com (310) 490-1560.

Tenant hereby appoints the following person(s) as Tenant's representative ("**Tenant's Representative**") to act for Tenant in all matters covered by this Tenant Work Letter:

_____.

All communications with respect to the matters covered by this Tenant Work Letter are to be made to Landlord's Representative or Tenant's Representative, as the case may be, in writing in compliance with the notice provisions of the Lease. Either party may change its representative under this Tenant Work Letter at any time by written notice to the other party in compliance with the notice provisions of the Lease.

EXHIBIT B-3

**EXPANSION COSTS
(HARD AND SOFT COSTS)**



April 16, 2026

Ms. Shirlee Kingsley
NATIONAL ASSET SERVICES, INC.
skingsley@nasassets.com

Mr. Brian Reed
SBCOUNTY REAL ESTATE SERVICES
Brian.Reed@res.sbcounty.gov

REFERENCE: 862 E. Hospitality Lane, San Bernardino
San Bernardino County Probation - 2nd Floor improvements - PRELIMINARY BUDGETS

We are pleased to submit the following preliminary budget pricing for new improvements for San Bernardino County Probation Department at 862 E. Hospitality on the second floor based on the Conceptual Plan from PID dated 04-09-26 and all prevailing wage requirements as follows:

SAN BERNARDINO COUNTY PROBATION - 2ND FLOOR IMPROVEMENTS - PRELIMINARY BUDGETS	
INTERIOR DEMOLITION Remove and dispose of noted existing office walls, millwork, and glazing noted. Remove and dispose of noted existing suspended ceiling, ceiling tile, and light fixtures. Remove and dispose of noted existing flooring; hard scrape floor of adhesives. Remove and save noted existing door assemblies for reuse. Remove and save existing ceiling tile adjacent new light fixture locations. Remove and dispose of noted existing perimeter blinds.	\$86,000.00
DRYWALL / FRAMING Provide and install new fire rated walls to infill existing openings in Corridor. Provide and install new fire rated full-height walls and infills as designed. Provide and install new interior partitions and soffits for new improvements as designed. Provide and install new interior furring as designed. Provide and install drywall scar patch at all removed wall intersections. Provide and install backing for wall mounted cabinets and monitors.	\$112,600.00
ACOUSTICAL CEILING Provide and install new suspended ceiling grid and tile at large reconfigured rooms ONLY. Provide and install patch of existing suspended ceiling grid at new improvements and new light locations as required; reinstall existing salvaged ceiling tile throughout. Reinstall existing salvaged ceiling tile after MEP alterations. Provide and install 10% of replacement ceiling tile to match existing at cut, stained, and damaged locations.	\$34,500.00

<p>INSULATION</p> <p>Provide and install new batt insulation in new walls as designed. Provide and install new insulation above noted ceilings as designed.</p>	<p>\$16,000.00</p>
<p>DOORS / FRAMES / HARDWARE</p> <p>Relocate and reinstall (10) existing doors into new frames with new hardware. Provide and install (2) new door assemblies with new frames and hardware. Provide and install new hardware on (10) existing doors. Provide and install (2) new sidelite frames.</p>	<p>\$51,800.00</p>
<p>GLASS & GLAZING</p> <p>Provide and install clear tempered glass in (2) sidelite frames. Provide and install new mirror in Wellness Room. Provide and install new applied film on glazing in noted locations ONLY.</p>	<p>\$28,000.00</p>
<p>MILLWORK</p> <p>Provide and install new plastic laminate base cabinets, work surface, and solid surface transaction tops for (3) new Receptions desks. Provide and install new plastic laminate base cabinets, counters, and upper wall cabinets with doors at Copy areas throughout as designed. Provide and install new plastic laminate base cabinets and upper wall cabinets with doors and solid surface counter tops at Coffee Bar and Breakroom locations as designed. Provide and install new plastic laminate base cabinets with solid surface tops at noted Conference Rooms.</p>	<p>\$115,400.00</p>
<p>PORCELAIN TILE</p> <p>Provide and install new back splash tile at noted Breakroom location as designed.</p>	<p>\$16,000.00</p>
<p>ELECTRICAL</p> <p>Provide labor for safe-off of circuits where walls are to be removed. Provide labor for safe-off of circuits where light fixtures are to be removed. Provide budget for power distribution alterations at existing panelboards to be engineered. Provide and install all new compliant LED light fixtures with compliant controls throughout. Provide budget to install new typical power receptacles and data rings as required. Provide budget to install new power distribution to modular furniture as required. Provide and install new power distribution to new HVAC equipment and misc. fixtures. Provide and install submeters for new power to new supplemental AC units. Provide and install new floor box power and data stubs as designed.</p>	<p>\$345,500.00</p>
<p>HVAC</p> <p>Provide budget for new alterations to existing air distribution in reconfigured areas including new and relocated VAV's to be engineered. Relocate existing supply and return air grilles into existing ceiling as required. Provide and install new supply and return air grilles into existing ceiling as required. Provide and install (2) new supplemental cool-only systems for IT Rooms with condenser lines to roof as required. Provide relocations and alterations to existing and new controls as required. Provide air balance and report.</p>	<p>\$190,600.00</p>

<p>PLUMBING</p> <p>Provide labor to safe-off and disconnect water connections to fixtures to be removed.</p> <p>Provide and install new waste, vent, and water supply tied to existing points of connection for utility service to new locations as required.</p> <p>Provide and install new stainless steel sinks with compliant faucets, disposals, and new appliance water supply lines at new locations as designed.</p> <p>Provide new janitor sink and water heater as designed.</p> <p>Provide new condensate lines from new supplemental air systems.</p> <p>Provide and install (2) new compliant drinking fountains with bottle fillers.</p>	<p>\$62,400.00</p>
<p>FIRE SPRINKLERS (Design-Build)</p> <p>Provide labor and materials to relocate building standard fire sprinklers as needed.</p>	<p>\$26,000.00</p>
<p>FIRE ALARM (Design-Build)</p> <p>Provide alterations and relocations of existing fire alarm notification devices and add new devices as needed for reconfiguration.</p>	<p>\$38,800.00</p>
<p>FIRE EXTINGUISHERS</p> <p>Provide and install (5) new recessed fire extinguisher cabinets with approved extinguishers.</p>	<p>\$3,200.00</p>
<p>ROOF PATCH</p> <p>Provide and install patch of roofing membrane at (2) new condensing units; includes patch at (4) pipe penetrations to maintain current warranty.</p>	<p>\$8,500.00</p>
<p>PAINT</p> <p>Provide and install new paint on all new and existing walls throughout as designed.</p> <p>Provide and install new wallcovering in Elevator Lobby as designed.</p> <p>Provide and install new paint in 2nd floor Corridors.</p>	<p>\$70,200.00</p>
<p>FLOORING</p> <p>Provide and install new carpet tile and rubber base throughout as designed.</p> <p>Provide and install new LVT plank flooring and rubber base in noted areas as designed.</p>	<p>\$129,300.00</p>
<p>WINDOW SHADES</p> <p>Provide and install new rolling shades on perimeter windows throughout as designed.</p>	<p>\$46,000.00</p>
<p>INTERIOR SIGNAGE</p> <p>Provide and install (210) custom plastic room indicator signs with compliant braille reader and occupancy slide.</p> <p>Provide and install (145) custom plastic work station indicator signs with compliant braille reader and panel bracket.</p>	<p>\$106,675.00</p>
<p>APPLIANCES</p>	<p>\$26,000.00</p>
<p>EGRESS SIGNAGE</p>	<p>\$7,000.00</p>
<p>TEMPORARY RESTROOM FACILITIES</p>	<p>\$6,200.00</p>
<p>TEMPORARY PROTECTION</p>	<p>\$4,200.00</p>

HAUL AWAY	\$4,600.00
INTERIM & FINAL CLEAN UP	\$25,000.00
SUPERVISION & PROJECT MANAGEMENT	\$72,000.00
GENERAL CONDITIONS & INSURANCES	\$48,974.25
GENERAL CONTRACTOR FEE	\$100,886.96
TOTAL - SAN BERNARDINO COUNTY PROBATION - 2ND FLOOR - PRELIMINARY	\$1,782,336.21

PROBATION PHASE 2 - DESIGN PACKAGE	
AS-BUILT	\$1,500.00
DESIGN DEVELOPMENT	\$9,800.00
CONSTRUCTION DRAWINGS	\$35,500.00
MEP ENGINEERING	\$63,975.00
STRUCTURAL ENGINEERING	\$5,000.00
CONSTRUCTION ADMINISTRATION	\$5,800.00
REVISIONS ALLOWANCE	\$20,000.00
REPRODUCTION ALLOWANCE	\$2,500.00
PLAN CHECK & PERMIT ALLOWANCE	\$10,000.00
TOTAL DESIGN PACKAGE	\$154,075.00

Clarifications:

- All pricing is preliminary budget and subject to final design and engineering.*
- All work to be performed during normal business hours in ONE Phase.*
- DIR registration for PDD #2000016992 will remain current and active for duration of project.*
- Excludes glass marker boards; by Probation.*
- Excludes voice/data, security, or access controls systems work or devices of any kind.*
- Excludes audio visual equipment or installation thereof.*

Thank you for the opportunity to bid your project. If you have any questions, please don't hesitate to call.

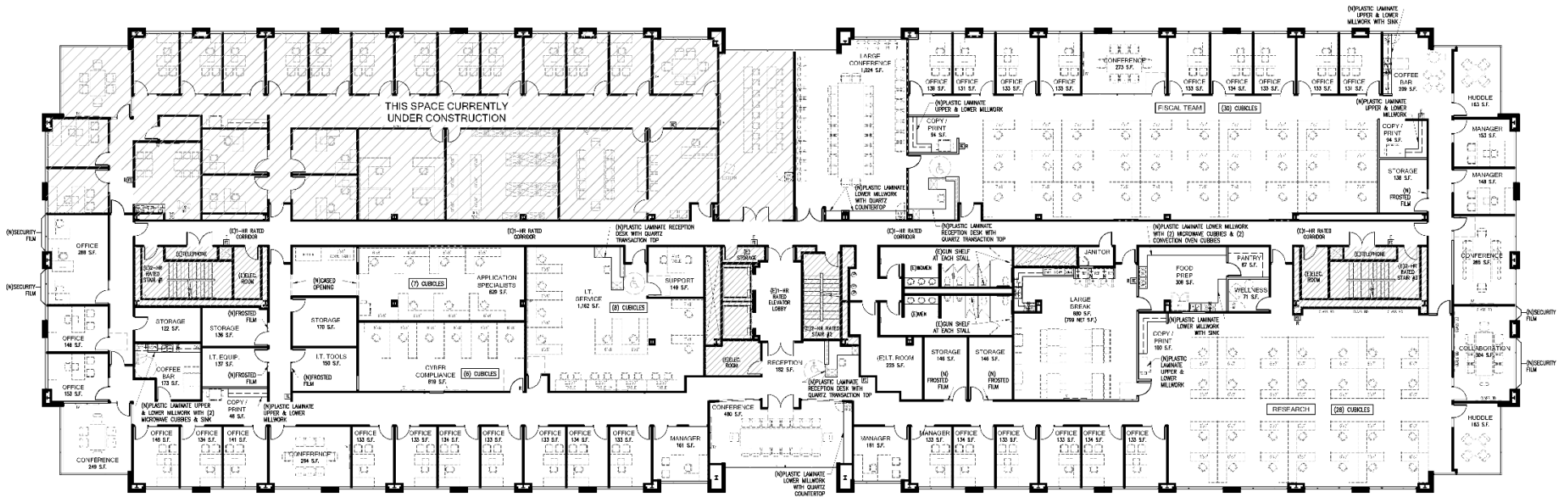
Sincerely,



Matt Agle
 Division Manager
 PACIFIC DESIGN DIRECTIONS, INC.

DIR #2000016992

EXHIBIT B-4
EXPANSION WORK
(PLANS AND SPECIFICATIONS)



1 CONCEPTUAL PLAN
 SCALE: 3/32" = 1'-0"