



**Contract Number**

04-169 A5

**SAP Number**

**Real Estate Services Department**

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

**Contractor** Lugonia Redlands, LLC  
**Contractor Representative** Yoon Ja Han, Managing Member  
**Telephone Number** (818) 251-9911  
**Contract Term** 7/1/2004– 11/30/2030  
**Original Contract Amount** \$3,528,530.00  
**Amendment Amount** \$1,216,841.00  
**Total Contract Amount** \$4,745,371.00  
**Cost Center** 7810001000  
**GRC/PROJ/JOB No.** 6300 4679  
**Internal Order No.**  
**Grant Number (if applicable)**

**IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, San Bernardino County (fka County of San Bernardino) (“COUNTY”), as tenant, and Lugonia Redlands, LLC (“LANDLORD”), as landlord, previously entered into Lease Agreement, Contract No. 04-169 dated March 2, 2004 as amended by the First Amendment dated July 17, 2007, the Second Amendment dated April 22, 2014, the Third Amendment dated October 31, 2017, and the Fourth Amendment dated October 22, 2019 (collectively, the “Lease) wherein LANDLORD leased certain premises, comprising approximately 5,880 square feet located at 800 E. Lugonia Avenue, Suite E-2, Redlands, California (“Premises”) as more specifically set forth in the Lease, to the COUNTY for a term that expired on October 31, 2024 and has since continued on a permitted month-to-month holdover, and,

WHEREAS, COUNTY and LANDLORD desire to amend the Lease to reflect the holdover period from November 1, 2024 through November 31, 2025 with LANDLORD’s express consent, and following said holdover period, the term of the Lease will extend from December 1, 2025 through November 30, 2030 by COUNTY exercising one of the two five-year option extensions, which will adjust the rental rate schedule; and,

WHEREAS, COUNTY and LANDLORD desire to amend the Lease to also and amend certain other terms of the Lease as more specifically set forth in this amendment (“Fifth Amendment”).

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 7, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from November 1, 2024, through November 30, 2025, at a monthly rental amount of \$15,221 per month for a total amount of \$197,873.00.

2. Effective December 1, 2025, pursuant to COUNTY's exercise of the extension option in **Paragraph 5, OPTION TO EXTEND TERM**, delete in its entirety the existing **Paragraph 3, TERM**, and replace with the following new **Paragraph 3, TERM**:

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

3. Effective December 1, 2025, delete in its entirety the existing **Paragraph 4, RENT, Subsection A.**, and replace with the following new **Paragraph 4, RENT, Subsection A.**:

4. **RENT**:

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears no later than the last day of each month, commencing when the Third Extended Term commences and continuing for the duration of the Third Extended Term, as more specifically set forth below:

Lease Year	Monthly Rent	Total Annual Payments
December 1, 2025 - November 30, 2026	\$15,994.00	\$191,928.00
December 1, 2026 - November 30, 2027	\$16,474.00	\$197,688.00
December 1, 2027 - November 30, 2028	\$16,968.00	\$203,616.00
December 1, 2028 - November 30, 2029	\$17,477.00	\$209,724.00
December 1, 2029 - November 30, 2030	\$18,001.00	\$216,012.00

4. Effective November 18, 2025, add the following **Paragraph 57, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "G", LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new Paragraph 57 shall read as follows:

**"57. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the COUNTY using "Exhibit G" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Landlord's proposal to the County, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. LANDLORD acknowledges that under Government Code section 84308, LANDLORD is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Lease.

In the event of a proposed amendment to this Lease, the LANDLORD will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LANDLORD or by a parent, subsidiary, or otherwise related business entity of LANDLORD.”

5. 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 Fifth Amendment, the terms and conditions of this Fifth Amendment shall control.

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

**END OF FIFTH AMENDMENT.**

SAN BERNARDINO COUNTY

LUGONIA REDLANDS, 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 Yoon Ja Han  
*(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 \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
John Tubbs II, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
John Gomez, Real Property Manager, RESD  
Date \_\_\_\_\_



**Exhibit “G”**  
**Levine Act –**  
**Campaign Contribution Disclosure**  
**(formerly referred to as Senate Bill 1439)**

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

**DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County’s decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County’s decision on the matter; or (d) when the person/company’s agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County’s decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-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: Lugonia Redlands, LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Yoon Ja Han
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):  
Yoon Ja Han, Daniel Kim, Yung Kim
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Realicore	David Friedman	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes  If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Landlord made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No  If no, please skip question 11.

Yes  If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Landlord certifies that the statements made herein are true and correct. Landlord acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Landlord understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.