

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



Contract Number
03-1033 A2

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Terry W. Thompson, Director Real Estate Services Department
Telephone Number	(909) 387-5000
Contractor	Sweet Fuels – Foothill, LLC.
Contractor Representative	Joe Hilu
Telephone Number	
Contract Term	9/15/2003 – 12/31/2030
Original Contract Amount	\$36,812.43
Amendment Amount	\$20,191.78
Total Contract Amount	\$57,004.21
Cost Center	1910002518
GRC/PROJ/JOB No.	38000301
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County Flood Control District (“DISTRICT”) as landlord, and Sweet Fuels – Foothill, LLC (“LESSEE”) as successor to the previously entered into Lease Agreement, Contract No. 03-1033 dated September 9, 2003 wherein the Lessee agreed to lease certain real property from the DISTRICT; and,

WHEREAS, the DISTRICT and LESSEE now desire to amend the Lease Agreement to reflect a permitted month-to-month holdover of a total of twenty-seven and one half (27½) months from September 15, 2023 through December 31, 2025, with DISTRICT’s express consent, and following said holdover, to reflect LESSEE’s exercise of the first of two five-year options to extend the lease term until December 31, 2030 (the “First Extended Term”);

NOW, THEREFORE, in consideration of mutual covenant and conditions, the parties hereto agree that Lease Agreement, Contract No. 03-1033 is amended as follows:

1. Pursuant to **Paragraph 15, HOLDING OVER**, LESSEE shall, with DISTRICT’s express consent granted herein, use the Premises on a month-to-month holdover term for a total of twenty-seven and one half (27½) months for the period of September 15, 2023 through December 31, 2025, at a total

holdover fee of \$5,834.78.

2. Effective January 1, 2026, pursuant to LESSEE's exercise of its first option to extend in **Paragraph 3, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 2, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 2, TERM**:

2. **TERM:** This Lease shall be extended for an additional period of five (5) years, from January 1, 2026 through December 31, 2030 unless earlier terminated in accordance with the terms of this Lease (the "First Extended Term").

3. Effective January 1, 2026, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:**

A. LESSEE shall pay DISTRICT a yearly rent of Two Thousand Seven Hundred Four Dollars 00/100 (\$2,704.00) payable each year during the term of the Lease.

B. If any rent is not paid when due and payable, LESSEE shall pay to DISTRICT an additional Twenty-five and 00/100 Dollars (\$25.00) for each rent due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LESSEE. Acceptance of any late charge shall not constitute a waiver of LESSEE's default with respect to the overdue amount of prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Rents not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.

4. Effective November 4, 2025, ADD a new **Paragraph 41, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE**, and Exhibit "4"- **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated an attached herein, which new Paragraph 41 shall read as follows:

41. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LESSEE has disclosed to the DISTRICT using Exhibit "4" – 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 LESSEE's proposal to the DISTRICT, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. LESSEE acknowledges that under Government Code section 84308, LESSEE 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 DISTRICT's consideration of the Lease.

In the event of a proposed amendment to this Lease, the LESSEE will provide the DISTRICT 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 LESSEE or by a parent, subsidiary or otherwise related business entity of LESSEE.

5. This Second 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 Second Amendment. 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.

6. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between the Lease and this Second Amendment, the provisions and terms of this Second Amendment shall control.

END OF SECOND AMENDMENT.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

SWEET FUELS-FOOTHILL, 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 Joseph Hilu
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors

Title Managing Member
(Print or Type)

By _____
Deputy

Dated: _____

Address 20500 Newhall Avenue
Newhall, CA 91321

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 4
Levine Act –Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

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

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

DEFINITIONS

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

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

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Lessee must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Lessee: Sweet Fuels-Foothill, 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: Joseph Hilu
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):

Nancy Hilu (25%); Joseph Hilu (25%); Reem Hilu (25%); Chris Hilu (25%)

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Lessee:

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

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

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

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

Company Name	Individual(s) Name
N/A	

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

No

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

10. Has an agent of Lessee 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 Amendment, Lessee certifies that the statements made herein are true and correct. Lessee 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 Amendment, while award of this Amendment is being considered and for 12 months after a final decision by the District. Lessee 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 Amendment, while award of this Amendment is being considered and for 12 months after a final decision by the District.