



**Contract Number**

25-175 A1

**SAP Number**

## Real Estate Services Department

<b>Department Contract Representative Telephone Number</b>	Terry W. Thompson, Director (909) 387-5000
<b>Contractor</b>	KB Tri-City II MT, LLC, a Delaware limited liability company
<b>Contractor Representative Telephone Number</b>	Jeff Pori, Chief Executive Officer (909) 974-4064
<b>Contract Term</b>	10 Years
<b>Original Contract Amount</b>	\$22,504,913.06
<b>Amendment Amount</b>	\$1,529,646.69
<b>Total Contract Amount</b>	\$24,034,559.75
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	74004479
<b>Grant Number (if applicable)</b>	

### AMENDMENT NO. 1 TO LEASE AGREEMENT NO. 25-175

#### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County ("Tenant" and also referred to as "COUNTY"), as tenant, and KB TRI-CITY II MT, LLC, a Delaware limited liability company ("LANDLORD"), have entered in Lease Agreement No. 25-175 dated March 25, 2025 (the "Lease"), wherein LANDLORD leases certain premises, as more specifically described in the Lease, containing approximately 59,018 square feet of office space located at 862 East Hospitality Lane, San Bernardino, California (the "Premises"); and

**WHEREAS**, the COUNTY and LANDLORD now desire to amend the Lease with this Amendment No. 1 to Lease Agreement No. 25-175 (the "Amendment") to reflect the revised Tenant Improvement costs and all current and prior Change Orders as of the date this Amendment is mutually executed, which include an increase of \$879,580.97 (the "Shortfall") to be paid in a lump sum to the escrow account in accordance with Section 7 below; and

**WHEREAS**, the Lease contemplates the design and construction of tenant improvements to the Premises, including funding and disbursement of such costs through an agreed upon escrow and disbursement process, following commencement of design and construction, the parties have identified revisions to the scope of work and associated costs for the tenant improvements, including increases to design development, and construction requirements; and

**WHEREAS**, the parties desire to amend the Lease to update the tenant improvement budget, revise the applicable exhibits, and authorize adjustments to the disbursement amount and related escrow documentation.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree that the Lease is amended as follows:

1. **TENANT IMPROVEMENT COSTS.** Effective as of the date this First Amendment is mutually executed, **Exhibit B (Tenant Work Letter)** is hereby deleted in its entirety and replaced with the updated **Exhibit B (Tenant Work Letter)**, attached hereto and incorporated herein by this reference, which reflects the revised Tenant Improvement budget, inclusive of construction costs, design fees, work supervision fees, contingency, and all related project costs.

2. **ESCROW AND DISBURSEMENT.** The parties acknowledge that an Escrow and Disbursement Agreement dated May 30, 2025, as amended, by Nevada Construction Services, dba Partner Engineering And Science Inc., hereinafter referred to as "NCS", is in place to administer payment of Tenant Improvement costs. The County hereby authorizes the Director of the Real Estate Services Department, or designee, to execute amendments to the Disbursement Agreement, approve revised budgets and draw schedules, and execute any related escrow documents necessary to implement the revised Tenant Improvement budget.

3. **NO CHANGE TO RENT UNLESS EXPRESSLY STATED.** Except as expressly provided herein, this Amendment does not modify base rent or operating expenses set forth in the Lease. Any excess tenant improvement costs beyond those referenced herein, if same become applicable, shall be handled in accordance with the terms of the Lease.

4. **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 the 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. **COUNTERPARTS.** This 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this 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 Amendment upon request.

6. **CONFLICT.** 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 Amendment, the provisions and terms of this Amendment shall control.

7. **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 May 5, 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*”). Notwithstanding anything to the contrary in the Lease and this Amendment (inclusive of the payment provisions in Exhibit “B” as amended attached hereto), payment of the Shortfall shall be made to the escrow account within fifteen (15) business days after an Approval.

**END OF FIRST AMENDMENT, SIGNATURE PAGES FOLLOW.**

**TENANT:**

SAN BERNARDINO COUNTY



\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

**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: \_\_\_\_\_  
Name: Jeff Pori, Chief Executive Officer

Dated: \_\_\_\_\_

**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 \_\_\_\_\_



**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 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.

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

1. Name of LESSOR: 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 LESSOR:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Newmark	John Ewart	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 LESSOR 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, LESSOR certifies that the statements made herein are true and correct. LESSOR 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. LESSOR 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 “**Cost Breakdown Table**”). 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, 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 \$538,836.29, 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.

**COST BREAKDOWN TABLE**

<b>Cost Component</b>	<b>Amount (\$)</b>
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
<b>Total Overall Project Cost</b>	<b>\$ 6,172,973.75</b>

- 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](mailto: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.

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. 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](mailto: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-1  
LANDLORD PROVIDED WORK (BID AND PLANS)**



December 10, 2025

Ms. Sheena Bokamper  
**NATIONAL ASSET SERVICES, INC.**  
[sbokamper@nasasets.com](mailto:sbokamper@nasasets.com)

REFERENCE: 862 E. Hospitality Lane, San Bernardino  
 San Bernardino County improvements - Interior and Exterior improvements - REBID

Dear Sheena,

We are pleased to submit the following confirmed pricing for new improvements for San Bernardino County Probation Department at 862 E. Hospitality based on engineered drawings from PID with revisions dated 10-16-25 and compliance with included labor at Prevailing Wage rates pursuant to our DIR #2000016992 as follows:

<b>SAN BERNARDINO COUNTY - 862 E. HOSPITALITY - INTERIOR IMPROVEMENTS</b>	
<b>INTERIOR DEMOLITION</b> 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 dispose of noted existing door assemblies. Remove and save existing ceiling tile adjacent new light fixture locations. Remove and dispose of noted existing millwork.	\$218,310.00
<b>CONCRETE SAWCUT / REPLACEMENT</b> Provide sawcut of concrete floor for new waste line extensions as engineered. Provide and place new concrete with perimeter dowels to replace at noted trenches.	\$10,972.00
<b>DRYWALL / FRAMING</b> Provide and install new fire rated walls to create new Corridor extensions. 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 with wall cap as designed. Provide and install drywall scar patch at all removed wall intersections. Provide and install backing for wall mounted cabinets and monitors.	\$315,500.00
<b>INSULATION</b> Provide and install new specified batt insulation in noted walls as designed. Provide and install new specified insulation above noted ceilings.	\$40,838.00

<p><b>ACOUSTICAL CEILING</b></p> <p>Provide and install new suspended ceiling grid and tile in noted locations.</p> <p>Provide and install new specified black suspended ceiling tile grid and black tile in noted Photo Room.</p> <p>Provide and install patch of existing suspended ceiling grid at new improvements and new light locations as required; reinstall existing salvaged ceiling tile throughout.</p> <p>Reinstall existing salvaged ceiling tile after MEP alterations.</p> <p>Provide and install 10% of replacement ceiling tile to match existing at cut, stained, and damaged locations.</p>	<p>\$77,300.00</p>
<p><b>DOORS / FRAMES / HARDWARE</b></p> <p>Relocate and reinstall (9) existing door assemblies with all existing hardware.</p> <p>Relocate and reinstall (16) existing door assemblies with new specified hardware.</p> <p>Provide and install (51) new door assemblies with new specified frames and hardware.</p> <p>Provide and install new specified hardware on (28) existing doors.</p> <p>Provide and install (20) new and (1) relocated sidelite frames.</p> <p>Provide and install (1) new specified window frame.</p>	<p>\$342,379.00</p>
<p><b>GLASS &amp; GLAZING</b></p> <p>Provide and install clear tempered glass in (30) sidelite frames.</p> <p>Provide and install new full-height glazing at noted Conference Rooms as designed.</p> <p>Provide and install new specified frameless clear glass single and paired Herculite doors.</p> <p>Provide and install new mirrors in noted Restrooms and Wellness.</p>	<p>\$109,650.00</p>
<p><b>GLASS FILM</b></p> <p>Provide and install specified dusted crystal film on glass in noted locations.</p>	<p>\$11,881.00</p>
<p><b>MILLWORK</b></p> <p>Provide and install new plastic laminate and solid surface Security desk in Lobby.</p> <p>Provide and install new plastic laminate base cabinets, work surface, and solid surface transaction tops for new Receptions desk on 1st and 3rd floors.</p> <p>Provide and install new plastic laminate base cabinets, counters, and upper wall cabinets with doors at Copy areas throughout as designed.</p> <p>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.</p> <p>Provide and install new plastic laminate floating counter top at noted locations.</p> <p>Provide and install new solid surface floating counter tops at noted Restroom locations.</p> <p>Provide specified end panel and misc. repairs to existing.</p>	<p>\$299,780.00</p>
<p><b>FIRE SPRINKLERS (Design-Build)</b></p> <p>Provide labor and materials to relocate building standard fire sprinklers as needed.</p>	<p>\$44,300.00</p>
<p><b>FIRE ALARM (Design-Build)</b></p> <p>Provide alterations and relocations of existing fire alarm notification devices and add new devices as needed for reconfiguration.</p>	<p>\$101,500.00</p>
<p><b>FIRE EXTINGUISHERS</b></p> <p>Provide and install (11) new recessed fire extinguisher cabinets with approved ABC extinguishers.</p>	<p>\$6,299.00</p>

<p><b>ROOF PATCH</b>                  Provide and install patch of roofing membrane at (6) new condensing units; includes patch at (12) pipe penetrations to maintain current warranty.</p>	<p>\$19,500.00</p>
<p><b>ELECTRICAL</b>                  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 labor to relocate (1) existing panelboard as engineered.                  Provide and install new specified LED light fixtures with compliant controls as engineered.                  Provide and install new power receptacles and data rings as engineered.                  Provide and install new power distribution to modular furniture as engineered.                  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 engineered.                  Provide and install new conduits and weatherproof power boxes for (2) new exterior gate operator motors as engineered.                  Provide submetering equipment for Tenant-specific HVAC equipment.</p>	<p>\$943,000.00</p>
<p><b>HVAC</b>                  Provide new alterations to existing air distribution in reconfigured areas including new and relocated VAV's as engineered.                  Relocate existing supply and return air grilles into existing ceiling as engineered.                  Provide and install new supply and return air grilles into existing ceiling as engineered.                  Provide and install (6) new supplemental cool-only systems for IT Rooms with split condenser lines on roof as engineered.                  Provide relocations and alterations to existing and new controls as engineered.                  Provide air balance and report.</p>	<p>\$535,965.00</p>
<p><b>PLUMBING</b>                  Provide labor to safe-off and disconnect water connections to fixtures to be removed.                  Provide and install new waste, vent, and water supply tied to existing points of connection for utility service to new locations as engineered.                  Provide and install new stainless steel sinks with compliant faucets, disposals, and new appliance water supply lines as engineered.                  Provide and install new compliant sinks and faucets where engineered in Restrooms.                  Provide new specified water heater on 1st floor with circulation pump.                  Provide new condensate lines from new supplemental air systems.                  Provide and install (4) new compliant drinking fountains with bottle fillers.</p>	<p>\$114,574.00</p>
<p><b>PORCELAIN TILE</b>                  Provide and install specified floor tile and base at Lobby entrance with transition Schluter as designed.                  Provide and install specified wall tile wainscot in (2) all-gender Restrooms and behind drinking fountain on ground floor.                  Provide and install specified back splash tile at noted sink locations as designed.                  Provide tile repairs where benches are removed as specified.                  Provide deep clean and reseat of grout in Shower Restroom as specified.</p>	<p>\$48,100.00</p>

<b>PAINT</b> Provide and install new specified paint on all new and existing walls throughout noted Suites. Provide and install new specified paint on all walls of Photo Room. Provide and install new ScuffX paint on noted Restroom partitions. Provide and install noted touch-up paint in 2nd and 3rd floor Corridors.	\$171,545.00
<b>FLOORING</b> Provide and install new specified carpet tile and rubber base throughout as designed. Provide and install new LVT plank flooring and rubber base in noted areas as designed. Provide and install new specified rubber gymnasium flooring with rubber base. Provide and install new specified self-cove sheet vinyl flooring as designed.	\$363,363.00
<b>GLASS MARKER BOARDS</b> Provide and install (4) new specified glass marker boards where noted.	\$2,420.00
<b>WINDOW SHADES</b> Provide and install specified M5 rolling shades on perimeter windows throughout as designed.	\$94,989.00
<b>REINFORCING STEEL (added scope from 10-16-25 Drawing Revisions)</b> Provide and install engineered reinforcing steel channels at roof structure for support of new condenser units.	\$8,862.00
<b>RESTROOM ACCESSORIES</b>	\$26,722.00
<b>APPLIANCES</b>	\$41,936.00
<b>SPECIFIED SIGNAGE</b>	\$16,135.00
<b>TEMPORARY RESTROOM FACILITIES</b>	\$9,300.00
<b>TEMPORARY PROTECTION</b>	\$5,600.00
<b>HAUL AWAY</b>	\$6,400.00
<b>INTERIM &amp; FINAL CLEAN UP</b>	\$34,300.00
<b>SUPERVISION</b>	\$98,000.00
<b>GENERAL CONDITIONS &amp; INSURANCES</b>	\$123,582.60
<b>GENERAL CONTRACTOR FEE</b>	\$254,580.16
<b>TOTAL - SAN BERNARDINO COUNTY - INTERIOR IMPROVEMENTS - REBID</b>	<b>\$4,497,582.76</b>

<b>862 E. HOSPITALITY LANE - EXTERIOR ACCESS IMPROVEMENTS - REBID</b>	
<b>HARD DEMOLITION</b> Provide Site containment preparations per BMP Plan. Saw cut, breakout, and remove noted concrete curb, asphalt, and concrete flatwork.	\$44,168.00
<b>CONCRETE</b> Grade for new ADA improvements and export spoils; form new 0-6" curbs, 5" concrete walk and curb ramp path of travel, and track / operator basis as designed.	\$97,610.00
<b>ASPHALT / STRIPING / SIGNAGE</b> Grind and overlay ADA stalls area for compliant slopes; seal coat of entire work area, layout and re-stripe per plan ADA Stalls, loading zones, and path of travel; install truncated domes and ADA stall signs and path of travel signage as designed.	\$39,791.00

<b>SECURED PARKING FENCE &amp; GATES</b> Provide and install new specified steel picket fence and gates as designed and engineered. Provide and install new gate operators, panic exit device, gooseneck, and exit loops.	\$138,203.00
<b>TEMPORARY PROTECTION</b>	\$2,800.00
<b>HAUL AWAY</b>	\$1,600.00
<b>CLEAN - UP</b>	\$1,800.00
<b>SUPERVISION (Concurrent with Interior Alterations)</b>	INC.
<b>GENERAL CONDITIONS &amp; INSURANCES</b>	\$9,779.16
<b>GENERAL CONTRACTOR FEE</b>	\$20,145.07
<b>TOTAL - EXTERIOR ACCESS IMPROVEMENTS - REBID</b>	<b>\$355,896.23</b>

<b>SAN BERNARDINO COUNTY - 862 E. HOSPITALITY - ALTERNATIVE PRICING</b>		
<b>LIGHTING</b> Provide Cooper lighting fixtures with Wattstopper controls in lieu of specified Lithonia.	DEDUCT:	(\$43,500.00)
<b>WINDOW COVERING</b> Provide Mechoshade 'UrbanShade' bracket system in lieu of 'M5' system.	DEDUCT:	(\$9,200.00)

Clarifications:

- 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 design package, engineering, and any City fees.
- Excludes voice/data, security, or access controls systems work or devices of any kind.
- Excludes audio visual equipment or installation thereof.

**Grand Total:**  
**\$4,853,478.99**

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

Sincerely,

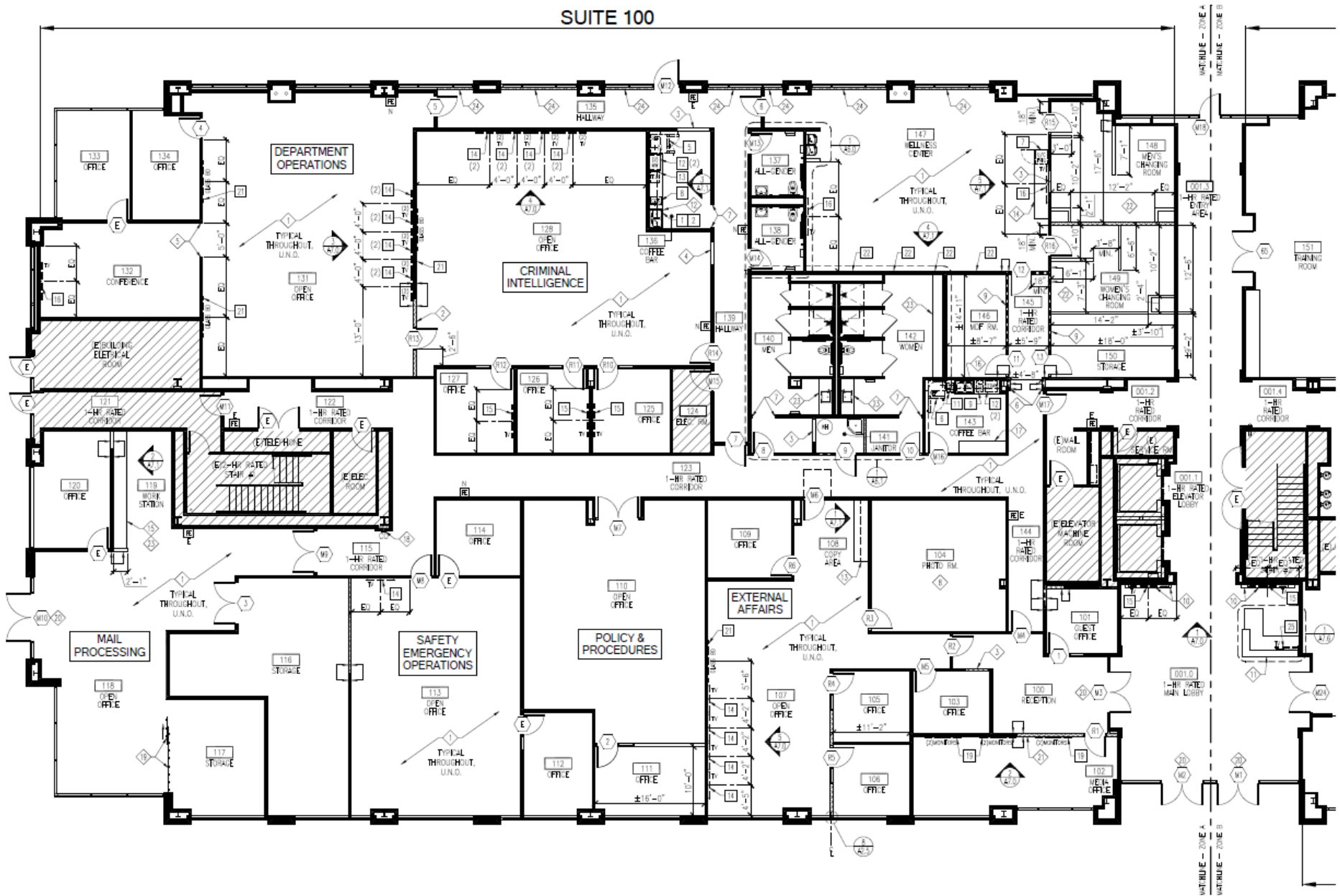


Matt Agle  
Division Manager  
PACIFIC DESIGN DIRECTIONS, INC.

DIR #2000016992

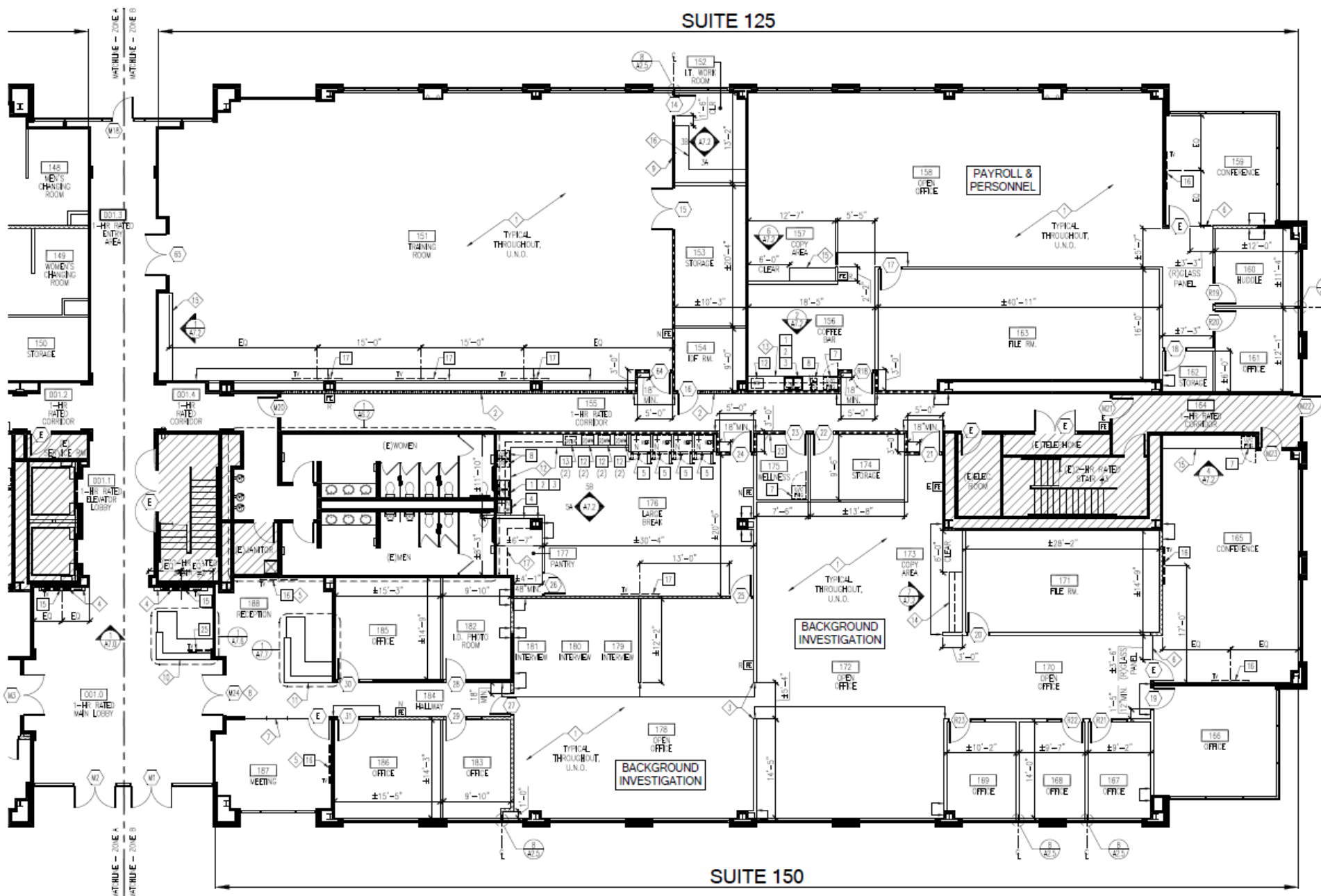
**EXHIBIT B-2  
PLANS AND SPECIFICATIONS FOR ALL TENANT IMPROVEMENTS**

**SUITE 100**



**FLOOR PLAN - FIRST FLOOR - ZONE A**

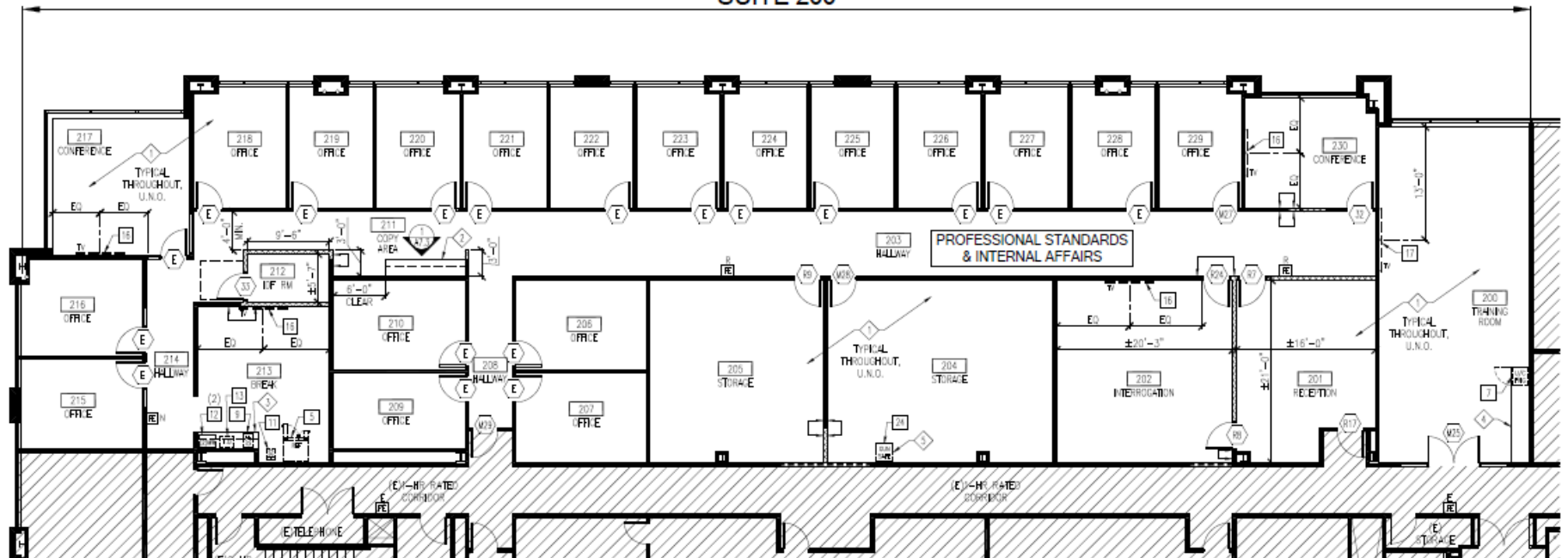
SCALE 1/8"=1'-0"



FLOOR PLAN - FIRST FLOOR - ZONE B

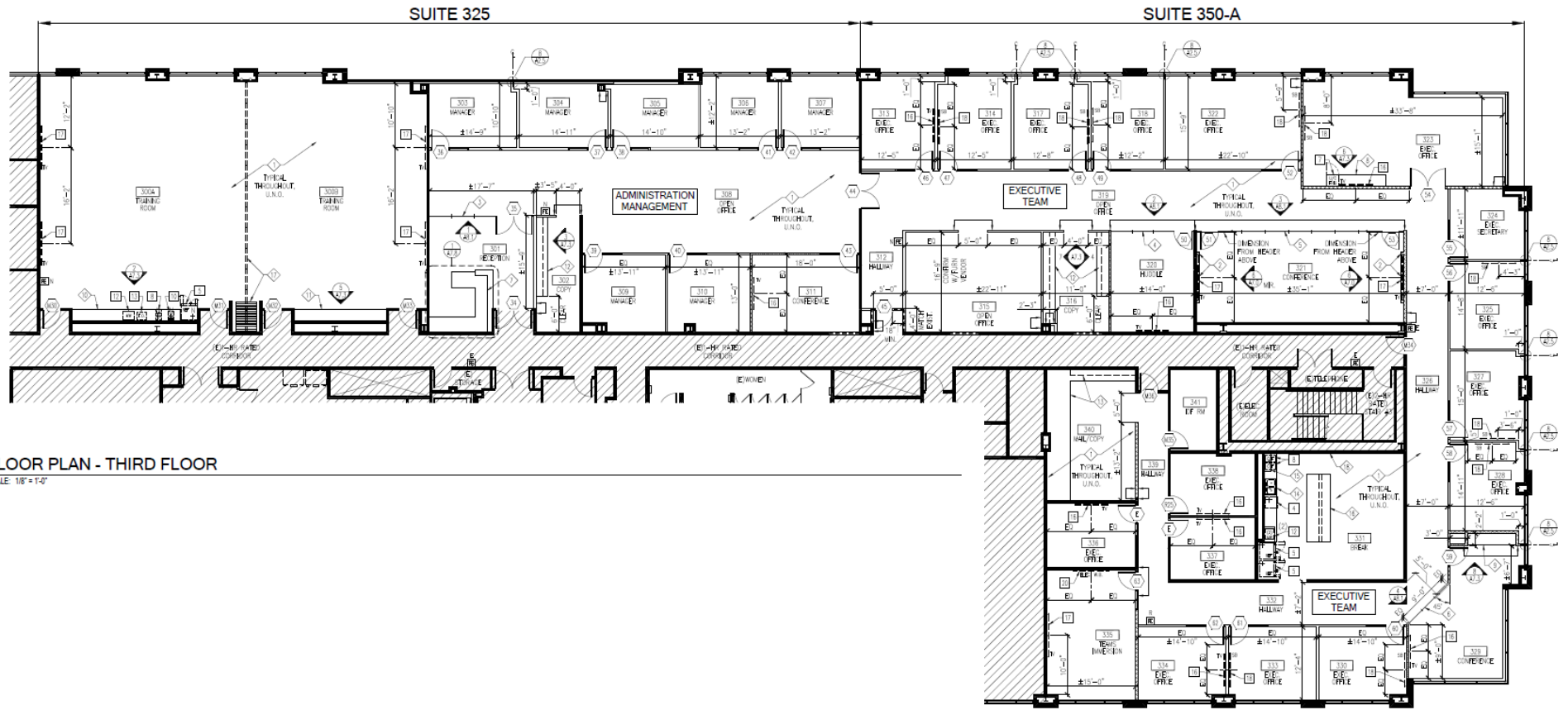
SCALE: 1/8" = 1'-0"

SUITE 200



FLOOR PLAN - SECOND FLOOR

SCALE: 1/8" = 1'-0"



FLOOR PLAN - THIRD FLOOR  
SCALE: 1/8" = 1'-0"