



**ORIGINAL**

**Contract Number**

23-70 A1

**SAP Number**

**Real Estate Services Department**

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Sultana Properties, LLC
<b>Contractor Representative</b>	Frank Lizarraga
<b>Telephone Number</b>	(909) 983-9393
<b>Contract Term</b>	2/7/2023 to 2/6/2033
<b>Original Contract Amount</b>	\$177,266.40
<b>Amendment Amount</b>	\$16,141.24
<b>Total Contract Amount</b>	\$193,407.64
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, San Bernardino County ("COUNTY"), as landlord, and Sultana Properties, LLC ("TENANT"), as tenant, entered into Lease Agreement, Contract No. 23-70 ("Lease"), wherein LANDLORD leases certain real property commonly known as Assessor's Parcel Numbers 1057-212-19-0000 (portion) and 1057-212-18-0000, with an address of 17450 Hellman Avenue, Chino, CA 92307, as more specifically described in the Lease, to the TENANT for a term that commenced February 7, 2023 ("Commencement Date") and is scheduled to expire on February 6, 2033; and,

WHEREAS, the COUNTY and TENANT now desire to amend the Lease to reflect the parties' agreement to adjust the rental rate schedule of TENANTS additional costs that include late fees and interests associated with past due rents in the total amount of \$38,583.58 that will be paid monthly throughout the remaining term of the Lease. (the "First Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, retroactively effective August 8, 2024, unless otherwise expressly provided herein, the parties agree the Lease is amended as follows:

1. Effective August 7, 2024, retroactively DELETE in its entirety the existing **Paragraph 5, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 5, RENT**:

5. **RENT:**

A. **TENANT** shall pay to **COUNTY** as rent for use of the Premises the following monthly payments in arrears and without deduction, setoff, prior notice, or demand on or before the fifth day of each and every month of the Initial Term commencing on the Commencement Date and continuing during the Initial Term:

Period	Monthly Base Rents	Arrears per Month over 8 yrs 6 mo. (102 Months)	Total Base with Arrears per Month
August 7, 2024 - February 6, 2025	\$ 1,279.61	\$ 378.27	\$ 1,657.88
February 7, 2025 - February 6, 2026	\$ 1,330.79	\$ 378.27	\$ 1,709.06
February 7, 2026 - February 6, 2027	\$ 1,384.02	\$ 378.27	\$ 1,762.29
February 7, 2027 - February 6, 2028	\$ 1,439.38	\$ 378.27	\$ 1,817.65
February 7, 2028 - February 6, 2029	\$ 1,496.96	\$ 378.27	\$ 1,875.23
February 7, 2029 - February 6, 2030	\$ 1,556.84	\$ 378.27	\$ 1,935.11
February 7, 2030 - February 6, 2031	\$ 1,619.11	\$ 378.27	\$ 1,997.38
February 7, 2031 - February 6, 2032	\$ 1,683.87	\$ 378.27	\$ 2,062.14
February 7, 2032 - February 6, 2033	\$ 1,751.23	\$ 378.27	\$ 2,129.50

B. All payments due under this Lease shall be made payable to San Bernardino County and delivered in person or via United States First Class Mail to Real Estate Services Department, 385 N. Arrowhead Avenue, Third Floor, San Bernardino, California 92415-0180. Rent for any partial month shall be prorated on the actual number of days in the month. "Rent" shall mean the monthly rent and all other monetary obligations of **TENANT to COUNTY** under the terms of the Lease, except the security deposit. If any payment of Rent is returned for non-sufficient funds ("NSF") or because **TENANT** stops payment or **TENANT** is delinquent in its payment of Rent more than three (3) times within any twelve (12) month period, then, after that, (i) **COUNTY** may, in its sole and absolute discretion, require **TENANT** to pay Rent quarterly in advance in cash or cashier's check for the remainder of the Term.

2. Effective December 3, 2024, ADD in its entirety **Paragraph 55., CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **EXHIBIT "F", Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which new **Paragraph 48** shall read as follows:

"55. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**: LANDLORD has disclosed to the COUNTY using Exhibit "G" - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 \$250 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 \$250 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.

3. This First 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 First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First Amendment (whether by facsimile, PDF, or other mail 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 First Amendment upon request.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

4. 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 First Amendment, the terms and conditions of this First Amendment shall control.

**END OF FIRST AMENDMENT.**

**SAN BERNARDINO COUNTY**

► *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 03 2024

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 *[Signature]*  
Deputy



**SULTANA PROPERTIES, LLC**

By ► *[Signature]*  
*(Authorized signature - sign in blue ink)*

Name Frank Lizarraga

Title Managing Member

Dated: 11/14/2024

Address 3401 Centre Lake Drive, Suite 600  
Ontario, Ca 91761

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► *John Tubbs II*  
John Tubbs II, Deputy County Counsel  
Date 11-8-24

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

Reviewed/Approved by Department  
► *[Signature]*  
Lyle Ballard, Real Property Manager, RESD  
Date 11/8/24



## Exhibit F – Campaign Contribution Disclosure (Senate Bill 1439)

### **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.

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

1. Name of Contractor:  
SUTANA Properties, LLC

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?  
Yes  If yes, skip Question Nos. 3 - 4 and go to Question No. 5.  
No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:  
N/A

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
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
	FRANK LIZARRAGA	

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
	FRANK LIZARRAGA

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If no, please skip Question No. 10.

Yes  If yes, please continue to complete this form.

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

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

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

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

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

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

\_\_\_\_\_  
Signature  
Frank C. ...  
Print Name

11/4/2024  
Date  
SULTANA PROPERTIES LLC  
Print Entity Name, if applicable