

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



Contract Number

13-702 A-4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Vanderbilt Partners, LLC
Contractor Representative	Jian Torkan
Telephone Number	(323) 932-7777
Contract Term	8/1/2014 – 1/31/2035
Original Contract Amount	\$ 29,644,450
Amendment Amount	\$ 12,423,384
Total Contract Amount	\$ 42,067,834
Cost Center	7810001000
GRC/PROJ/JOB No.	6200-3181
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, SAN BERNARDINO COUNTY ("COUNTY") as tenant, and VANDERBILT PARTNERS, LLC, ("LANDLORD") entered into Lease Agreement No. 13-702 dated August 20, 2013, as amended by the First Amendment dated March 11, 2014, the Second Amendment dated October 7, 2014, and the Third Amendment dated January 28, 2025 ("Lease"), whereby LANDLORD leased to COUNTY approximately 70,000 square feet of office space located at 303 E. Vanderbilt Way, San Bernardino, California ("Premises"); and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the current Lease to extend the term for an additional five (5) years, revise annual rent adjustments, confirm the current lease rate, modify the County's termination right, revise the purchase-option date, and document tenant-improvement provisions.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease is amended as follows:

1. Effective December 16, 2025, DELETE in its entirety the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM**:

3. **TERM:** The term of the Lease shall be extended for an additional five (5)-year period, from the end of the First Extended Term and continuing through January 31, 2035 (the "Second Extended Term"). The Initial Term, First Extended Term, and Second Extended Term shall collectively be referred to as the "Lease Term." Two (2) five-year options remain.

2. Effective December 16, 2025, DELETE in its entirety the existing **Paragraph 4.A. RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A. RENT**:

4. **RENT:**

A. **Monthly Rent:** Commencing February 1, 2025, COUNTY has paid a monthly rent of \$195,000.00. This same rental rate (\$195,000 per month) shall remain in effect through January 31, 2031. **Annual Increases:** Commencing February 1, 2031, and on each anniversary thereafter during the Second Extended Term, the Monthly Rent shall increase by three percent (3.0%) per annum, compounded annually, as illustrated below:

Lease Year	Total Monthly Rental Payments
February 1, 2030 thru January 31, 2031	\$195,000.00
February 1, 2031 thru January 31, 2032	\$200,850.00
February 1, 2032 thru January 31, 2033	\$206,876.00
February 1, 2033 thru January 31, 2034	\$213,082.00
February 1, 2034 thru January 31, 2035	\$219,474.00

3. Effective December 16, 2025, DELETE in its entirety the existing **Paragraph 39.A, OPTION TO PURCHASE**, and SUBSTITUTE therefore the following as a new **Paragraph 39.A, OPTION TO PURCHASE**:

39. **OPTION TO PURCHASE:**

A. As additional consideration for COUNTY agreeing to the terms and conditions of this Lease, COUNTY shall have the option to purchase the Premises ("Option to Purchase") as set forth in this Paragraph. Should the COUNTY elect to exercise its Option to Purchase the Premises, then the COUNTY shall provide LANDLORD with written notice at any time between February 1, 2029 and January 31, 2030 ("Option Date"). COUNTY to draft Purchase and Sale Agreement in substantially the form attached hereto as Exhibit "K" with agreed upon terms between San Bernardino County through its Administrative Office as Buyer and Landlord as Seller. Prior to the Option Date, the purchase price shall be determined through a mutually acceptable third-party appraisal process to determine fair market value (FMV). The closing date shall be no earlier than sixty (60) days and no later than one hundred eighty (180) days after COUNTY's exercise of the Option to Purchase, unless otherwise agreed in writing by both Parties. The COUNTY Real Estate Services Director shall have the authority to extend the closing date on behalf of the COUNTY. COUNTY and LANDLORD further agree that upon (i) full execution of the Purchase and Sale Agreement and (ii) completion of the sale and transfer of title to the COUNTY, this Lease Agreement shall automatically terminate. This Option to Purchase is contingent upon approval by the COUNTY Board of Supervisors. LANDLORD shall not sell, transfer or convey the Premises to any party other than the COUNTY until earlier of (i)

COUNTY's written waiver of its Option to Purchase, or (ii) the expiration or termination of the Purchase and Sale Agreement for any reason other than LANDLORD's default.

4. Effective as of December 16, 2025, DELETE in its entirety the existing **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**, and SUBSTITUTE therefore the following as a new **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**:

40. **COUNTY'S RIGHT TO TERMINATE LEASE**: COUNTY may, at its sole discretion, terminate this Lease for any reason, including convenience, effective on or after February 1, 2035, upon giving LANDLORD not less than ninety (90) days' prior written notice. In such event, LANDLORD shall be entitled only to rent accrued through the effective date of termination. The COUNTY's Director of the Real Estate Services Department (RESD) shall have the authority, on behalf of the COUNTY, to give notice of any termination pursuant to this paragraph.

5. Effective December 16, 2025, DELETE in its entirety the existing **Paragraph 41, LANDLORD'S IMPROVEMENTS** and SUBSTITUTE therefore the following as a new **Paragraph 41, LANDLORD'S IMPROVEMENTS**, and **Exhibit "J" Prevailing Wage Requirements** attached and incorporated herein, as follows:

41. **LANDLORD'S IMPROVEMENTS**:

A. Landlord shall complete a carpet and paint refresh throughout the building, excluding the first floor, as required under Paragraph 13 (Maintenance), Section A (8) and (9) of the current Lease.

B. In addition to the carpet and paint refresh required under the current Lease, the County may, during the extended term, request additional tenant improvements to accommodate operational needs. Any such improvements shall be subject to mutual agreement between the parties regarding scope, specifications, schedule, and cost allocation, to be documented in a subsequent written amendment to the Lease. Unless otherwise agreed in such amendment, Landlord shall be responsible for coordinating and performing the improvements in compliance with all applicable laws, building codes, and County requirements, and shall obtain all necessary permits prior to commencement of work.

C. In the event Landlord contracts for the construction of the improvements or any portion thereof, and such work is determined to be subject to California Public Contract Code Sections 22000 through 22045 regarding bidding procedures and Labor Code Sections 1720.2 and 1770 et seq. regarding general prevailing wage requirements, Landlord shall comply with all applicable provisions of such code sections, including the requirements set forth in Exhibit "J" Prevailing Wage Requirements, attached and incorporated by reference into the Lease. Landlord shall indemnify, defend, and hold harmless the County and its officers, employees, contractors, and agents from any claims, actions, losses, damages, or liability arising out of Landlord's non-compliance with the applicable provisions of the above-referenced code sections. Landlord's indemnity obligations shall survive County's tenancy and shall not be limited by the existence or availability of insurance.

D. To the extent any work described in former Exhibit B-3 has not been completed, such obligations shall continue and shall be interpreted in a manner consistent with, and not in conflict with, the updated provisions contained in this Amendment.

6. Effective December 16, 2025, DELETE in its entirety the existing **Paragraph 58, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **Exhibit "I" – Campaign Contribution Disclosure (SB 1439)**, and SUBSTITUE therefore the following as a new **Paragraph 58, LEVINE ACT CAMPAIGN**

CONTRIBUTION DISCLOSURE and EXHIBIT "I"- Levine Act Campaign Contribution Disclosure attached and incorporated herein, which shall read as follows:

58. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the County using "Exhibit I" – 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.

7. Except as modified by this Fourth Amendment, all other terms, covenants, and conditions of Lease Agreement No. 13-702, as previously amended, remain unchanged and in full force and effect. In the event of any conflict between this Fourth Amendment and the Lease or prior amendments, the terms and conditions of this Fourth Amendment shall control.

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

END OF FOURTH AMENDMENT.

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

VANDERBILT PARTNERS, LLC

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Jian Torkan
(Print or type name of person signing contract)

Title Manager
(Print or Type)

Dated: _____

Address 4221 Wilshire Blvd., Suite 380
Los Angeles, CA 90010

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 I

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.

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: Vanderbilt Partners, 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: Jian Torkan & Alexander Moradi
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):

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)

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

9.

Company Name	Individual(s) Name

10. 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.

11. 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.

12. 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.