



Contract Number

13-702 A5

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Robhana Investments, LLC, ICO SB County Realto, LLC, and SoCal SB Partners, LLC
Contractor Representative	Jian Torkan
Telephone Number	(323) 932-7777
Contract Term	8/1/2014 – 1/31/2035
Original Contract Amount	\$42,067,834
Amendment Amount	\$0
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, the LANDLORD's predecessor-in-interest Vanderbilt Partners, LLC, and COUNTY have previously entered into that certain Lease Agreement, Contract No. 13-702, as amended by the First Amendment dated March 11, 2014, as amended by the Second Amendment dated October 7, 2014, as amended by the Third Amendment dated January 28, 2025, and as amended by the Fourth Amendment dated December 16, 2025 (collectively the "Lease"), wherein LANDLORD's predecessor-in-interest, Vanderbilt Partners, LLC, agreed to lease certain real property located at 303 East Vanderbilt Way in San Bernardino to COUNTY, and;

WHEREAS, the LANDLORD's predecessor-in-interest transferred all its right, title and interest in the Premises of the Lease and the Lease to the LANDLORD, Robhana Investments, LLC, ICO SB County Realto, LLC, and SoCal SB Partners, LLC, on May 27, 2026, (collectively the "LANDLORD");

WHEREAS, the transfer was not the result of a sale of the Premises, but rather a transfer to separate business entities under the same ownership as part of a tenancy-in-common ownership structure, and therefore does not constitute a waiver of the County's Option to Purchase, which remains in full force and effect; and

WHEREAS, the LANDLORD and COUNTY desire to amend the Lease to reflect the change of ownership.

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

1. Effective August 18, 2026, CHANGE that portion of **Paragraph 1, PARTIES**, which now reads "...Vanderbilt Partners, LLC..." to read "...Robhana Investments, LLC, ICO SB County Realto, LLC, and SoCal SB Partners, LLC ...".

2. Effective August 18, 2026, DELETE in its entirety the existing **Paragraph 25, NOTICES** and SUBSTITUTE therefore the following as a new **Paragraph 25, NOTICES**:

25. NOTICES:

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

LANDLORD's address: Robhana Investments, LLC,
ICO SB County Realto, LLC,
and SoCal SB Partners, LLC
Attn: Jian Torkan
4221 Wilshire Boulevard, Suite 380
Los Angeles, CA 90010

COUNTY'S address: San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

B. If, at any time the LANDLORD assigns or transfers a non-controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action.

C. If, at any time, the LANDLORD assigns or transfers a controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action. The new owner must provide COUNTY with evidence of completion of such action. The parties shall execute an amendment to this Lease acknowledging the change in ownership of the Premises. The Director of the Real Estate Services Department is authorized to execute such amendment on behalf of COUNTY, provided the amendment is limited to documenting the change in ownership and does not otherwise materially modify the terms and conditions of this Lease.

(1) Within fifteen (15) COUNTY working days of completing any action which affects a change in the ownership of the Premises, the new owner must provide COUNTY evidence of obtaining insurance in compliance with **Paragraph 17, INDEMNIFICATION** and **Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS**.

3. Effective August 18, 2026, DELETE in its entirety the existing **Paragraph 58, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and SUBSTITUTE 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.

4. Vanderbilt Partners, LLC, is hereby released from all obligations, liabilities, duties and rights under the Lease, and Robhana Investments, LLC, ICO SB County Realto, LLC, and SoCal SB Partners, LLC hereby accepts and agrees to perform as a direct obligation to COUNTY, all such obligations, liabilities, duties and rights under the Lease, including but not limited to such obligations, liabilities, duties and rights under the Lease which arose prior to the change of ownership.

5. This Fifth Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Fifth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fifth Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Fifth Amendment upon request.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

END OF FIFTH 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

SoCal SB Partners, LLC

►

(Authorized signature - sign in blue ink)

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

Title Manager/Member
(Print or Type)

Dated: _____

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

Robhana Investments, LLC

By ►

(Authorized signature - sign in blue ink)

Name Robert Hanasab
(Print or type name of person signing contract)

Title Manager
(Print or Type)

Dated: _____

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

ICO SB County Realto, LLC

►

(Authorized signature - sign in blue ink)

Name Alexander Moradi
(Print or type name of person signing contract)

Title Manager/Member
(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: Robbana Investments 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: Robert Hana Sub
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:

Company Name	Individual(s) Name

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

No ☒

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

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

No ☒ If no, please skip question 11.

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

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

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

- | Company Name | Relationship |
|--------------|--------------|
| | |
| | |

- | Company Name | Agent(s) | Date Agent Retained
(if less than 12 months prior) |
|--------------|----------|---|
| | | |
| | | |

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

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Company Name	Individual(s) Name

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No ☒

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1. Name of Landlord: SOCAL SB 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
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 Landlord:

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 ☒

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