



Contract Number

91-391 A11

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Holt Blvd, LLC</u>
Contractor Representative	<u>Veronica Burgess</u>
Telephone Number	<u>909-793-2853</u>
Contract Term	<u>11/06/1992 – 8/31/2030</u>
Original Contract Amount	<u>\$33,875,819.40</u>
Amendment Amount	<u>\$6,257,748</u>
Total Contract Amount	<u>\$40,133,567</u>
Cost Center	<u></u>
GRC/PROJ/JOB No.	<u>57000795</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COUNTY and LANDLORD have previously entered into Lease Agreement, Contract No. 91-391 dated June 10, 1991, as amended by the First Amendment dated December 2, 1991, the Second Amendment dated May 4, 1992, the Third Amendment dated March 29, 1993, the Fourth Amendment dated February 8, 1994, the Fifth Amendment dated February 14, 1995, the Sixth Amendment dated April 27, 2004, the Seventh Amendment dated July 27, 2004, the Eighth Amendment dated June 5, 2007, the Ninth Amendment dated August 4, 2009, and the Tenth Amendment dated September 24, 2013 (collectively, the "Lease") and, wherein LANDLORD leases certain premises, comprising a total of approximately 33,000 square feet to COUNTY, located at 1627 E Holt Boulevard, CA, which Lease expired on July 31, 2024, and has continued on a permitted month-to-month holdover; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease Contract No. 91-391 to reflect a permitted holdover for the period of August 1, 2024, through August 31, 2025, extend the term of the Lease by exercising the last remaining 5-year option to extend the term, add an additional 5-year option to extend the term, revise the rent schedule and update other terms and conditions of the Lease as set forth in this amendment (the "Eleventh Amendment").

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

1. Pursuant to **Paragraph 9, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from August 1, 2024, through August 31, 2025, at a monthly rate as reflected and set forth below:

Holdover Period	Monthly Rent	Total Payments
August 1, 2024 – August 31, 2025	\$85,140	\$1,106,820

2. Effective as of September 1, 2025, pursuant to the COUNTY's exercise of the existing five-year extension option in **Paragraph 7, OPTION TO EXTEND LEASE TERM**, 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) years from September 1, 2025, and continuing through August 31, 2030 ("Extended Term").

3. Effective as of September 1, 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. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears on the last day of each month, commencing when the Fourth Extended Term commences and continuing during the Fourth Extended Term, subject to annual increases as more specifically reflected and included in the amounts set forth below:

Lease Year	Monthly Rent	Total Annual Payments
September 1, 2025 – August 31, 2026	\$80,850	\$970,200
September 1, 2026 – August 31, 2027	\$83,276	\$999,312
September 1, 2027 – August 31, 2028	\$85,774	\$1,029,288
September 1, 2028 – August 31, 2029	\$88,347	\$1,060,164
September 1, 2029 – August 31, 2030	\$90,997	\$1,091,964

4. Effective September 1, 2025, DELETE the existing **Paragraph 7, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 7, OPTION TO EXTEND TERM**:

7. **OPTION TO EXTEND LEASE TERM.**

A. COUNTY shall have the Option to Extend Lease Term as to the Premises or any portion thereof for one (1) additional term of five (5) years ("Option Term") and the period of time during the option term on the same terms and conditions as the Lease, except the Monthly Rent for the Premises. To exercise Option Term, COUNTY shall provide LANDLORD with written notice at any time on or prior to the expiration or earlier termination of the then current Lease Term or during any Holdover Period (as later defined).

B. The Monthly Rent for the Premises during the Option Term shall be adjusted by good faith negotiation of the Parties to the fair market monthly rental rate then prevailing based on the monthly rental rent ("FMV Rent") of comparable leased premises in the County of San Bernardino. If the Parties have been unable to agree on the FMV Rent for the Premises within five (5) months

of COUNTY's exercise of its option, said FMV Rent shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then current Lease Term and the determination of the Monthly Rent for the Premises by arbitration, COUNTY shall continue to pay the Monthly Rent for the Premises in the amount due for the month immediately preceding expiration of the then current Lease Term. If the FMV Rent for the Premises is determined by arbitration and COUNTY does not, for any reason, agree with such determination, COUNTY shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY's receipt of the arbitration-determined FMV Rent. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined FMV Rent for the month immediately following COUNTY's receipt of said rate determination and for the duration of the subject Option Term.

5. Effective September 1, 2025, DELETE the existing **Paragraph 9, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 9, HOLDING OVER**:

9. HOLDING OVER: In the event the COUNTY shall hold over and continue to occupy the Premises with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions as existed and prevailed at the time of the expiration of the term of this lease, except that the monthly rent shall be increased by 3% over the rent in effect immediately prior to expiration, and shall continue to increase by an additional 3% annually on each anniversary of the Lease expiration date.

6. Effective August 5, 2025, ADD the following as a new **Paragraph 47, LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE** and **Exhibit "D" – LEVINE ACT Campaign Contribution Disclosure** attached and incorporated herein, which new Paragraph 47 shall read as follows:

47. LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE: LANDLORD has disclosed to the County using "Exhibit D" – LEVINE ACT CAMPAIGN CONTRIBUTIONS 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. This Eleventh 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 Eleventh Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Eleventh 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 Eleventh Amendment upon request.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

8. 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 Amendment, the terms and conditions of this Amendment shall control.

END OF ELEVENTH 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

HOLT BLVD, LLC

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

By ►

(Authorized signature - sign in blue ink)

Name Lance Lenhert

(Print or type name of person signing contract)

Title Manager

(Print or Type)

Dated: 7/30/25

Address P.O. Box 7538

Redlands, CA 92375

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	► _____	► Terry W. Thompson, Director, RESD
Date _____	Date _____	Date _____



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 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: Holt Blvd, 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: Jack Dangermond, President

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
Jack and Laura Dangermond Trust	Parent

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
City-Commercial	Michelle Villanueva	

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 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, Landlord certifies that the statements made herein are true and correct. Landlord understands that the individuals and entities 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 while this matter is pending and for 12 months after a final decision is made by the County.

Signature

Lance Leubert

Print Name

Date

7/30/25
Holt Blvd, LLC

Print Entity Name, if applicable