

First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions

WHEREAS, San Bernardino County, a public body corporate and politic ("**BUYER**"), and RED TILE INN, INC., a California corporation ("**SELLER**") (each of them a "**Party**" and jointly the "**Parties**"), entered into a Purchase and Sale Agreement and Joint Escrow Instructions dated June 10, 2025, Contract No. 25-426 ("**Agreement**"), wherein SELLER agreed to sell and BUYER agreed to purchase the fee simple interest in certain real property, containing approximately 1.53 acres, improved with two buildings consisting of a total of approximately 41,196 square feet of building area, located at 1311 S. Santo Antonio Drive, Colton, CA 92324 (commonly known as Assessor's Parcel Number 0275-181-50-0000) in the City of Colton, San Bernardino County, as more specifically described in the Agreement (the "**Property**") on the terms and conditions set forth in the Agreement; and

WHEREAS, the BUYER and SELLER now desire to amend the Agreement to extend the Closing Date (as such term is defined in the Agreement) from January 3, 2026 to the date set forth in this First Amendment to the Agreement ("First Amendment") on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of mutual covenants and conditions, the Parties hereto agree that, effective as of January 3, 2026, the Agreement is amended as follows:

1. Paragraph 3.1, Opening of Escrow; Closing Date is hereby deleted in its entirety and replaced with the following:

3.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow ("**Escrow**") established with the Escrow Holder referred to in Section 1.3. The Parties hereby acknowledge and agree that escrow was opened June 25, 2025 ("**Escrow Opening Date**"). Notwithstanding anything to the contrary in this Agreement (including, without limitation, Section 2.1), the Close of Escrow shall occur as soon as reasonably practicable following the date the last of the Parties executes this First Amendment, but in no event later than the March 20, 2026 ("**Closing Date**"). The terms "Close of Escrow" and/or the "Closing" shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including SELLER conveyance of the Property to BUYER.

2. 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

3. All other provisions and terms of the Agreement shall remain the same and are hereby incorporated by reference. In the event of conflict between the Agreement and this First Amendment, the provisions and terms of this First Amendment shall control.

[Signatures on next page]

BUYER:
SAN BERNARDINO COUNTY

SELLER:
RED TILE INN, INC., a California corporation

By: _____
Dawn Rowe, Chair
Board of Supervisors

By: _____
DIVYESH P. BHAKTA

Title: _____
Chief Executive Officer

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

LAURA FEINGOLD, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng
Deputy County Counsel

Date: _____



ATTACHMENT C

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.

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

1. Name of Seller: RED TILE INN, INC.
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:

DIVYESH BHAKTA

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):

DIVYESH BHAKTA AND BINA BHAKTA

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 Seller:

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:

N/A

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 Contractor 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, Seller certifies that the statements made herein are true and correct. Seller 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. Seller 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.