

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



**Contract Number**

12-761 A5

**SAP Number**

## Real Estate Services Department

**Department Contract Representative**  
**Telephone Number**

Terry W. Thompson, Director  
(909) 387-5000

**Contractor**  
**Contractor Representative**  
**Telephone Number**  
**Contract Term**  
**Original Contract Amount**  
**Amendment Amount**  
**Total Contract Amount**  
**Cost Center**  
**GRC/PROJ/JOB No.**

Palm Court Office Solutions 2, LLC  
Ron Shahbandi, Managing Member  
(714) 801-7818  
9/1/13 – 5/31/40  
\$25,655,510.24  
\$9,941,096.17  
\$35,596,606.41  
5015011000  
5700 2825

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Palm Court Office Solutions 2, LLC ("LANDLORD"), as landlord, have previously entered into Lease Agreement, Contract No. 12-761, dated September 1, 2013, amended by the First Amendment dated May 21, 2013, amended by the Second Amendment dated March 11, 2014, amended by the Third Amendment dated April 21, 2020, amended by the Fourth Amendment dated January 9, 2024 (collectively, the "Lease"), wherein LANDLORD leases certain premises to the COUNTY, as more specifically set forth in the Lease, which Lease expires on January 9, 2034; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease an additional five (5) years with a new commencement date of June 1, 2025 and a new Lease termination date of May 31, 2040 for a total of fifteen (15) years, and adjust the rental schedule, and amend certain other terms and conditions of the Lease as more specifically set forth in this amendment to the Lease ("the Fifth Amendment"); and,

WHEREAS, COUNTY paid LANDLORD rents totaling \$ 2,023,446.13 for the period of January 10, 2024, through May 31, 2025.

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

1. Effective June 1, 2025, DELETE in its entirety the existing **Paragraph 2., PREMISES LEASED,** and **EXHIBIT "A" PREMISES SPECIFICATIONS,** and SUBSTITUTE therefore a new **Paragraph 2., PREMISES LEASED,** and **EXHIBIT "A" PREMISES SPECIFICATIONS** attached and incorporated herein. New **Paragraph 2,** to read as follows:

"2. **PREMISES LEASED:** LANDLORD leases to COUNTY and COUNTY leases from LANDLORD 38,360 square feet of building, and other improvements, located at 15020 Palmdale Road in Victorville, commonly known as APN: 0396-013-63 ("Premises") as described in Exhibit "A", Premises Specifications."

2. Effective June 1, 2025, DELETE in its entirety the existing **Paragraph 3., TERM** and SUBSTITUTE therefore a new **Paragraph 3., TERM,** which shall read as follows:

"3. **TERM:** The term of the Lease shall be extended for a total of fifteen (15) years, from June 1, 2025 through May 31, 2040 (the "Second Extended Term")."

3. Effective June 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 Total Rent per month, as more specifically set forth below, in arrears on or before the last day of each calendar month, commencing as of May 1, 2025, and continuing during the remainder of the Second Extended Term, but subject to any deductions, offsets, and adjustments that are permitted under the Lease. Total Rent for the Premises during any partial calendar month during the term of the Lease shall be pro-rated based on the actual number of days the Premises is occupied by COUNTY in said month. LANDLORD agrees to accept all payments of the Total Rent for the Premises and other payments due from COUNTY to LANDLORD under the Lease via electronic payments deposited directly to LANDLORD's designed bank account. LANDLORD has completed any and all COUNTY standard forms and provided all information required by COUNTY to process such electronic payments. The Total Rent amounts are as follows:

<u>Lease Year</u>	<u>Building Monthly Rent</u>	<u>Additional Costs associated with the lease</u>	<u>Total Monthly Rent</u>
June 1, 2025 – May 31, 2026	101,654.00	\$3,836.00	\$105,490.00
June 1, 2026 – May 31, 2027	\$104,703.62	\$3,912.72	\$108,616.34
June 1, 2027 – May 31, 2028	\$107,844.73	\$3,990.97	\$111,835.70
June 1, 2028 – May 31, 2029	\$111,080.07	\$4,070.79	\$115,150.86
June 1, 2029 – May 31, 2030	\$114,412.47	\$4,152.21	\$118,564.68
June 1, 2030 – May 31, 2031	\$117,844.85	\$4,235.25	\$122,080.10
June 1, 2031 – May 31, 2032	\$121,380.19	\$4,319.96	\$125,700.15
June 1, 2032 – May 31, 2033	\$125,021.60	\$4,494.49	\$129,516.09
June 1, 2033 – May 31, 2034	\$128,772.25	\$4,494.49	\$133,266.74
June 1, 2034 – May 31, 2035	\$132,635.41	\$4,584.38	\$137,219.79
June 1, 2035 – May 31, 2036	\$136,614.48	\$4,676.06	\$141,290.54
June 1, 2036 – May 31, 2037	\$140,712.91	\$4,769.58	\$145,482.49
June 1, 2037 – May 31, 2038	\$144,934.30	\$4,864.98	\$149,799.28
June 1, 2038 – May 31, 2039	\$149,282.33	\$4,962.28	\$154,244.61
June 1, 2039 – May 31, 2040	\$153,760.80	\$5,061.52	\$158,822.32

4. Effective May 20, 2025, DELETE in its entirety the existing **Paragraph 58, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) and Exhibit “G” – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**, and SUBSTITUTE therefore the following as new **Paragraph 58, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE and Exhibit “G” – 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 G” – 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.”

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 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 Fifth Amendment upon request.

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 Fourth Amendment shall control.

**END OF FIFTH AMENDMENT**

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

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

Palm Court Office Solutions 2, LLC

By \_\_\_\_\_

(Authorized signature - sign in blue ink)

Name \_\_\_\_\_

Ron Shahbandi

Title \_\_\_\_\_

Managing Member

Dated: \_\_\_\_\_

Address \_\_\_\_\_

P.O. Box 719

\_\_\_\_\_  
Tustin, CA 92781

**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



\_\_\_\_\_  
Lyle Ballard, Real Property Manager, RESD

Date \_\_\_\_\_

**EXHIBIT "A"**  
**PREMISES SPECIFICATIONS**



## EXHIBIT "G"



### 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: *Palm Court Office Solutions 2, 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:

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 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.

B. Shahbandi  
Signature

Bahram Shahbandi  
Print Name

5/9/25  
Date

Palm Court Office Solutions 2, LLC  
Print Entity Name, if applicable