

## **FOURTH AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO COMMERCIAL LEASE AGREEMENT ("Fourth Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Lessor (hereinafter referred to as "Landlord"), and RODNEY DANIELSON, Standing Chapter 13 Trustee, as Lessee (hereinafter referred to as "Tenant"), with respect to the following facts:

### **RECITALS**

A. On April 18, 2012, Landlord and Tenant entered into a Commercial Lease Agreement for lease of space within the building located at 3750 Market Street, Riverside, California ("Lease"), with a term of five years, expiring on August 31, 2017.

B. On May 22, 2017, Landlord and Tenant entered into a First Amendment to Commercial Lease Agreement ("First Amendment") to extend the term of the Lease to August 31, 2019.

C. On August 7, 2019, Landlord and Tenant entered into a Second Amendment to Commercial Lease Agreement ("Second Amendment") to extend the term of the Lease to August 31, 2024.

D. On December 10, 2024, Landlord and Tenant entered into a Third Amendment to Commercial Lease Agreement ("Third Amendment") to reduce the current rental amount of Seventeen Thousand Six Hundred Two Dollars and Forty-Three Cents (\$17,602.43) per month to Thirteen Thousand Five Hundred Forty Dollars and Fifty Cents (\$13,540.50) per month, to reduce the annual percentage increase from 4% to 3% and to give Tenant certain rent credits, based upon rent that has already been paid.

E. The Lease expired on August 31, 2024.

F. Landlord and Tenant desire to extend the term of the Lease by an additional three (3) years, through August 31, 2027.

G. Landlord and Tenant desire to amend the Lease to grant Landlord access to a closet containing telecommunications data lines, fiber optics and related equipment located in the Premises.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, Landlord and Tenant agree as follows:

1. Landlord and Tenant extend the Term of the Lease for an additional three (3) years, through August 31, 2027, with no options to extend.

2. Landlord and Tenant desire to amend Section 1.13 of the Lease, Access, by replacing that section, in its entirety, with the following:

“1.13 Access. Tenant and Tenant’s agents shall have the right to access the Premises and the parking facility 24 hours a day, 7 days a week. Tenant requires access to and use of risers and telephone closets for telecommunications data lines and fiber optics at no additional costs (“IT Closet”). Landlord and Landlord’s agents shall have the right to access the IT Closet 24 hours a day, 7 days a week. Tenant shall provide access to the IT Closet from the adjacent hallway in the Premises leading to the IT Closet and Tenant will provide Landlord with a key to the hallway and the IT Closet. Landlord will provide reasonable notice prior to entering and after exiting unless in the event of emergency network issues in which case no notice shall be required.”

3. All terms and conditions of the Lease not inconsistent with this Fourth Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Fourth Amendment to Commercial Lease Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

RODNEY DANIELSON,  
Standing Chapter 13 Trustee

By: \_\_\_\_\_  
City Manager

By: Rodney Danielson  
Name: Rodney Danielson  
Title: Standing Chapter 13 Trustee

Attest: \_\_\_\_\_  
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: Mish  
ASSISTANT CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM:

By: Susan Allen  
Assistant City Attorney