FOURTH AMENDMENT TO LEASE

2800 Hulen Place, Riverside, California

THIS **FOURTH AMENDMENT TO LEASE** ("4th Amendment"), dated as of ______, is entered by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County"), and CITY OF RIVERSIDE, a California charter city and municipal corporation, ("Lessor"), sometimes collectively referred to as the "Parties".

RECITALS

- a. Lessor and County entered into that certain Lease, dated September 1, 2006, pursuant to which Lessor has agreed to lease to County and County has agreed to lease from Lessor a portion of that certain building located at 2800 Hulen Place, Riverside, California ("Building"), as more particularly described in the Lease (the "Original Lease").
 - b. The Original Lease has been amended by:
- i. That certain First Amendment to Lease dated February 26, 2009, by and between the County and Lessor (the "1st Amendment"), whereby the Parties amended the Original Lease to extend the term period and modify the rental amounts.
- ii. That certain Second Amendment to Lease dated March 23, 2012, by and between the County and Lessor (the "2st Amendment"), whereby the Parties amended the Lease to extend term period, modify the rental amounts, the option to terminate and Notification and County's Representative sections.
- iii. That certain Third Amendment to Lease dated June 23, 2015, by and between the County and Lessor (the "3rd Amendment"), whereby the Parties amended the Lease to extend term period, and modify the rental amounts.
- c. The Original Lease together with this 1st, 2nd, and 3rd Amendments are collectively referred to herein as the "Lease."
- d. The Parties now desire to amend the Lease with this Fourth Amendment to extend the term and modify the rental amounts.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. **TERM.** Section 3 (a) of the Lease is hereby amended to extend the lease term from February 1, 2020 through July 31, 2020 ("Term").
- **2. RENT.** Section 5 of the Lease is hereby amended by the following: County shall pay to Lessor the monthly sum of \$11,390.81 as rent for the leased premises effective February 1, 2020 ("Effective Date").
- 3. CAPITALIZED TERMS/FOURTH AMENDMENT TO PREVAIL. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Fourth Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof.
- 4. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Lease shall remain in full force and effect and shall apply with the same force and effect. This is of the essence in this Fourth Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provision of this Fourth Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to is normal and usual meaning and not strictly for or against either County or Lessor. Neither this Fourth Amendment, nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessor.
- 5. EFFECTIVE DATE. This Fourth Amendment to Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and by the City Council for the City of Riverside.

(Remainder of Page Intentionally Left Blank)

1	IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as o	
2	the date first written above.	
3 4	LESSEE: COUNTY OF RIVERSIDE, a political	LESSOR: CITY OF RIVERSIDE, a California
5	subdivision of the State of California	charter city and municipal corporation
6	By:	Rv:
7	By: V. Manuel Perez, Chairman	By:
8	Board of Supervisors	City Manager
9	Dated:	Dated:
10	ATTEST:	ATTEST:
11	Kecia R. Harper Clerk of the Board	
12	SIGIR OF THE BOUTO	
13	By: Deputy	By: City Clerk
14		City Clerk
15		
16	APPROVED AS TO FORM: Gregory P. Priamos, County Counsel	APPROVED AS TO FORM:
17		
18	Ву:	By:
19	Wesley Stanfield Deputy County Counsel	By: Sarchez, Deputy City Attorney City Attorney
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23	MH:ee/121119/RV351/20.922	
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