

**SECOND AMENDMENT TO COMMERCIAL MULTI-TENANT LEASE –  
TRIPLE NET - MISSION SQUARE**

This Second Amendment to Commercial Multi-Tenant Lease – Triple Net – Mission Square (“Second Amendment”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Landlord”); RUBEN BARRAGAN, an individual; and LUIS HERNANDEZ, an individual, doing business as FIRE UP GRILL (collectively, “Tenant”) with respect to the following facts:

**RECITALS**

A. On August 10, 2017, the Landlord and Tenant entered into a Commercial Multi-Tenant Lease – Triple Net - Mission Square (“Lease”) for certain space known as Suite M within the building located at 3750 University Avenue, Riverside, California.

B. On October 2, 2018, the Landlord and Tenant entered into a First Amendment to Commercial Multi-Tenant Lease – Triple Net – Mission Square (“First Amendment”) to amend the Commencement Date, Due Diligence Period, and the Tenant Improvement Allowance.

C. The Lease is set to expire September 1, 2023; and

D. Paragraph 2.2 of the Terms and Conditions of the Lease entitled “Lease Extension” provides, in pertinent part, that the Lessee shall have the option to extend the Lease for one (1) five (5) year option period, upon the same terms and conditions subject to the then fair market rental value; and

E. Tenant desires to exercise its options to extend the Lease and Landlord and Tenant desire to amend the Terms and Conditions of the Lease to memorialize Tenant’s exercise of its one (1) five- (5-) year option to extend the Term for an additional sixty (60) months and increase Base Rent in the amount of Three Thousand Dollars (\$3,000.00) per month for the first year of the extended term of the Lease by this Second Amendment.

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

1. Section 2 of the Lease is hereby amended to extend the Term of the Lease for an additional sixty (60) months, to August 31, 2028 (“Extended Term”).

2. Section 3.3 of the Lease is hereby amended to increase Base Rent in the amount of Three Thousand Dollars (\$3,000.00) per month for the first year of the Extended Term of the Lease, subject to the following increases.

Period	Monthly Base Rent
September 1, 2023 – August 31, 2024	\$3,000.00
September 1, 2024 – August 31, 2025	\$3,090.00
September 1, 2025 – August 31, 2026	\$3,183.00
September 1, 2026 – August 31, 2027	\$3,278.00
September 1, 2027 – August 31, 2028	\$3,377.00

3. Provided Tenant has not defaulted more than once in any previous single lease year or is not in default under the Lease at the time of notice and Tenant is still operating under the permitted use and provided that Tenant has provided Landlord with no more than twelve (12) months' and no less than six (6) months' prior written notice of Tenant's exercise of such Lease Extension, the Tenant shall have one (1) five (5) year option period, upon the same terms and conditions subject to the then fair market rental value.

4. All other terms and conditions of the Lease between the parties, which are not inconsistent with the terms of this Second Amendment, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to Commercial Multi-Tenant Lease – Triple Net – Mission Square - to be duly executed on the day and year first above written.

LANDLORD:

CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

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

ATTESTED TO:

By: \_\_\_\_\_  
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

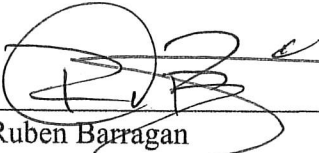
By: \_\_\_\_\_  
Chief Financial Officer

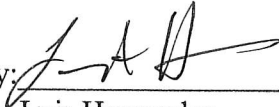
APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Deputy City Attorney

TENANT:

RUBEN BARRAGAN, an individual; and  
LUIS HERNANDEZ, an individual, doing  
business as FIRE UP GRILL

By:  \_\_\_\_\_  
Ruben Barragan

By:  \_\_\_\_\_  
Luis Hernandez