

FIRST AMENDMENT TO LEASE

Mission Square (David D. L. Horton, Esq. and Associates)

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is dated and entered into as of the ____ day of _____ 2022 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Landlord"), and DAVID D. L. HORTON, ESQ. AND ASSOCIATES, a professional corporation ("Tenant"), with reference to the following facts.

RECITALS

A. Landlord and Tenant entered into that certain Lease dated October 7, 2019 (the "Lease"), pursuant to which Tenant currently leases approximately 1,521 rentable square feet of space designated as Suite 560 ("Premises") located in the office building known as 3750 University Avenue, Riverside, California, 92501 ("Building").

B. Landlord and Tenant desire to amend the Lease upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. All capitalized terms defined in the Lease when used in this First Amendment shall have their respective meanings as set forth in the Lease unless expressly superseded by the terms of this First Amendment.

2. Term. The current Term of the Lease is scheduled to end on September 30, 2022. The parties agree to extend the Term for an additional period of three (3) years, commencing on October 1, 2022, and expiring on September 30, 2025 ("Expiration Date").

3. Base Rent Schedule. The monthly Base Rent for the Premises shall be the following amounts during the following periods:

<u>Period</u>	<u>Monthly Base Rent</u>
10/1/2022 – 9/30/2023	\$4,404.00
10/1/2023 – 9/30/2024	\$4,536.00
10/1/2024 – 9/30/2025	\$4,672.20

4. Condition of Premises. The parties acknowledge and agree that, Landlord has no obligation whatsoever to improve the Premises in conjunction with Tenant's extension of the Term, and Tenant hereby accepts the Premises in its AS-IS condition; provided, however, that the foregoing shall not be construed to relieve Landlord of any of its ongoing maintenance and repair obligations otherwise contained in the Lease.

5. Broker. Landlord and Tenant each represent and warrant to the other that neither has dealt with any broker or finder in connection with this First Amendment other than Newmark Knight Frank ("Broker"). Landlord is responsible for payment of a brokerage commission to Broker pursuant to the Listing Agreement, dated February 4, 2016 and amended January 6, 2020, with Broker. If any other claim for brokers' or finders' fees in connection with this First Amendment arises, then each party agrees to indemnify, protect, hold harmless and defend the other (with counsel reasonably satisfactory to the indemnified party) from and against any such claim.

6. Taxes/Insurance Expense. In addition to the Base Rent, Tenant agrees it shall pay its proportionate share of the increase in operating costs, adjusted to a new 2022 base year, effective October 1, 2022.

7. No Further Modification. Except as set forth in this First Amendment, all other terms and provisions of the Lease shall be and remain unmodified and in full force. From and after the date hereof, the term "Lease" shall mean and refer to the Lease, as modified by this First Amendment. Upon execution and delivery, this First Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns.

8. Entire Agreement. This First Amendment embodies the entire understanding between Landlord and Tenant with respect to its subject matter and the Lease (as amended hereby) can be changed only by an instrument in writing signed by Landlord and Tenant.

9. Authority. The individuals executing this First Amendment and the instruments referenced herein on behalf of Tenant each represent and warrant that they have the legal power, right and actual authority to bind Tenant to the terms and conditions hereof and thereof.

10. Counterparts. This First Amendment may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

11. Conflicts. If any inconsistency exists or arises between the terms of the First Amendment and the terms of the Lease, the terms of the First Amendment shall govern and prevail.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]
[SIGNATURES ON NEXT PAGE.]

The Parties hereto have executed this First Amendment at the place and on the dates specified below their respective signatures.

LANDLORD:

THE CITY OF RIVERSIDE, a
California charter city and municipal
corporation

By: _____
City Manager

TENANT:

DAVID D. L. HORTON, ESQ.
AND ASSOCIATES,
a professional corporation

By: 

David D. L. Horton

Attested to:

By: _____
City Clerk

Approved as to Form:

By: 

Susan Wilson
City Attorney