

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made and entered into to be effective as of the ____ day of _____, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Lessor”), and HELPING HEARTS HULEN, LLC, a California limited liability company (“Lessee”). Hereinafter, Lessor and Lessee may be referred to individually as a “Party,” or jointly as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Lease Agreement, dated May 13, 2020 (“Original Lease”), pursuant to which Lessee has agreed to lease certain premises in the City of Riverside, County of Riverside, State of California, with a common address of 2801 Hulen Place, as more particularly described in the Lease (“Premises”);

WHEREAS, the Parties entered into that certain First Amendment to Lease Agreement (“First Amendment”), dated April 19, 2021, to amend the Lease to include the updated project budget and extend the tenant improvements date to December 31, 2021;

WHEREAS, the Parties wish to amend the First Amendment to include an updated project budget and sources, and accordingly execute this Second Amendment (“Second Amendment”);

WHEREAS, except as otherwise set forth in this Second Amendment, all capitalized terms will have the same meanings as are attributed to those terms in the Original Lease. In addition, all references to the “Lease” in this Second Amendment shall be deemed to be references to the Original Lease, as amended by this Second Amendment.

NOW, THEREFORE, in consideration of the mutual Recitals set forth above, and herein referenced and incorporated, and the mutual benefits to be delivered therefrom, the Parties hereto agree as follows:

1. Section 3, Budget, of the First Amendment, is hereby amended to increase the project budget cost to One Million Three Thousand Five Hundred Ninety-Four Dollars and Fifteen Cents (\$1,003,594.15), and to add a reference to and incorporate Exhibit “A-1,” also attached hereto and incorporated herein.

2. Section 5.2, Lessor’s Responsibilities, (a) Lessee Improvement Allowance, of the Lease Agreement is hereby amended to increase the Lessee Improvement Allowance to an amount not to exceed Eight Hundred Thirty-Five Thousand Ninety-Four Dollars and Fifteen Cents (\$835,094.15).

3. All other terms and conditions of the Agreement between the Parties not inconsistent with the terms of this Second Amendment shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the Effective Date.

LESSOR

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
Interim City Manager

LESSEE

HELPING HEARTS HULEN, LLC, a
California limited liability company

By: _____
Name: JOSH LABARGE
Title: MANAGING MEMBER

ATTESTED TO:

By: _____
City Clerk

By: _____
Name: _____
Title: _____

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

Address:
Community & Economic Development
Attn: Michelle Davis
3900 Main Street
Riverside, CA 92522

Address:
1845 Business Center Drive, Suite 130
San Bernardino, CA 92408

EXHIBIT "A-1"

Budget

2801 HULEN, RIVERSIDE, CA 92507	
BUDGET SUMMARY	
Building Costs	\$ 621,327.72
Site Costs	\$ 128,674.10
Indirect Costs	\$ 194,641.49
FF&E	\$ 58,950.84
Total Project Cost	\$1,003,594.15

Sources:

Funding Source	Funding Amount
Measure Z, City of Riverside	\$ 835,094.15
IEHP	\$ 150,000.00
Helping Hearts	\$ 18,500.00
Total Sources	\$1,003,594.15