

SECOND AMENDMENT TO STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE

(4049 Burgess Way)

This Second Amendment to Standard Industrial/Commercial Single-Tenant Lease ("First Amendment") is made and entered into this ____ day of _____, 2022, by and between STEPHEN CAMPBELL AND LISA CAMPBELL, trustees of the Stephen & Lisa Campbell Family Trust ("Lessor"), and CITY OF RIVERSIDE, a California charter city and municipal corporation ("Lessee") with respect to the following facts:

RECITALS

A. On May 30, 2018, the Lessor and Lessee entered into a Standard Industrial/Commercial Single-Tenant Lease ("Lease") for approximately three thousand one hundred seventy-six (3,176) square feet of industrial space located at 4049 Burgess Way in the City of Riverside.

B. On June 25, 2019, the Lessor and Lessee entered into a First Amendment to Standard Industrial/Commercial Single-Tenant Lease extending the term to October 15, 2022, with two one-year options to extend and setting the rent for both the extended term and the optional terms.

C. Parties now desire to amend the Lease to extend the original term by an additional four years, expiring October 15, 2026, with no options to extend, with set rental amounts.

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

1. Section 1.3, Term, is hereby amended as follows:

"A. **Original Term:** The Original Term shall be One (1) year and Four (4) months, commencing June 15, 2018 ("Commencement Date") and ending October 15, 2019.

B. **Extension Term:** The Original Term shall be extended for Three (3) years and zero (0) months ("Extension Term"), commencing on October 16, 2019 and ending October 15, 2022 ("Expiration Date").

C. **Second Extension Term:** The Original Term shall be additionally extended for Four (4) years and zero (0) months ("Second Extension Term"), commencing on October 16, 2022 and ending October 15, 2026 ("Expiration Date").

2. Section 1.5, Base Rent, is hereby amended as follows:

“Base Rent is as follows:

Original Term:

June 15, 2018 – July 31, 2018	\$4,049.40 total
August 1, 2018 – June 14, 2019	\$2,699.60/month
June 15, 2019 – October 15, 2019	\$2,780.59/month

Extension Term:

Year 1	\$2,864.01/month
Year 2	\$2,949.33/month
Year 3	\$3,038.43/month

Second Extension Term:

Year 4	\$3,129.58/month
Year 5	\$3,223.47/month
Year 6	\$3,352.41/ month
Year 7	\$3,486.51/ month

Base Rent shall be payable on the First (1st) day of each month, commencing August 1, 2018. For each year of the Second Extension Term, the increased rent shall be prorated for the month of October and the prorated rent, along with the November base rent payment, shall be payable on November 1st of each year.”

3. 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.

(Signatures on Following Page)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to Standard Industrial/Commercial Single-Tenant Lease to be duly executed on the day and year first above written.

LESSEE:

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
Michael Moore
Interim City Manager

Attest: _____
Donesia Gause
City Clerk

APPROVED AS TO FORM:

By: _____
Susan Wilson
Assistant City Attorney

LESSOR:

STEPHEN CAMPBELL, trustee for
the Stephen & Lisa Campbell Family Trust

By: _____
Stephen Campbell

LISA CAMPBELL, trustee for
the Stephen & Lisa Campbell Family Trust

By: _____
Lisa Campbell

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
Chief Financial Officer/ City Treasurer