

SIXTH AMENDMENT TO LEASE

Mission Square (Wells Fargo)

THIS SIXTH AMENDMENT TO LEASE (this "Sixth Amendment") is dated and entered into as of the ____ day of _____ 2016 (the "Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Landlord"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Tenant"), with reference to the following facts.

RECITALS

A. Landlord (as successor-in-interest to NNN Mission Square, LLC, NNN Mission Square 2, LLC, NNN Mission Square 3, LLC, NNN Mission Square 4, LLC, NNN Mission Square 6, LLC, NNN Mission Square 7, LLC, NNN Mission Square 8, LLC, NNN Mission Square 9, LLC, NNN Mission Square 10, LLC, NNN Mission Square 11, LLC, NNN Mission Square 12, LLC, NNN Mission Square 13, LLC, NNN Mission Square 14, LLC, NNN Mission Square 15, LLC, NNN Mission Square 17, LLC, NNN Mission Square 18, LLC, NNN Mission Square 19, LLC, NNN Mission Square 20, LLC, NNN Mission Square 22, LLC, NNN Mission Square 23, LLC, NNN Mission Square 24, LLC, NNN Mission Square 25, LLC, NNN Mission Square 26, LLC, NNN Mission Square 27, LLC, the successor-in-interest to Kilroy Realty L.P., a Delaware limited partnership) and Tenant (as successor-in-interest to First Interstate Bank of California) entered into that certain Lease dated May 19, 1987, as amended by that certain First Amendment to Lease dated February 24, 1988 (the "First Amendment"), as further amended by that certain Modification and Extension of Lease Agreement dated November 15, 1996 (the "Second Amendment"), as further amended by that certain Amendment No. 3 to Lease dated August 9, 2001, (the "Third Amendment"), as further amended by that certain Amendment No. 4 to Lease dated May 18, 2006 (the "Fourth Amendment"), and as further amended by that certain Amendment No. 5 to Lease dated February 23, 2012 (the "Fifth Amendment") (collectively, as amended, the "Lease"), pursuant to which Tenant currently leases approximately 7,766 rentable square feet of space designated as Suite 150 (the "Premises") located in the office building known as 3750 University Avenue, Riverside, California, 92501 (the "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 Sixth Amendment shall have their respective meanings as set forth in the Lease unless expressly superseded by the terms of this Sixth Amendment.

2. Term. The current Term of the Lease is scheduled to end on July 31, 2017. Tenant and Landlord hereby acknowledge and agree that Tenant has elected to exercise one of the remaining three successive five-year options to extend the Term. Accordingly, the Term shall be extended for a period of five (5) years, commencing on August 1, 2017, and shall expire on July 31, 2022 (the "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>
8/1/2017 – 1/31/2020	\$21,045.57
2/1/2020 – 7/31/2022	\$22,624.30

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 Sixth Amendment other than Newmark Grubb Knight Frank and Retail Insite ("Broker"). Landlord is only responsible for payment of a brokerage commission to Newmark Grubb Knight Frank and is not responsible for payment of a brokerage commission to Retail Insite. Tenant shall pay a brokerage commission to Retail Insite under a separate agreement. If any other claim for broker' or finders' fees in connection with this Sixth 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. Possessory Interest Tax/Property Taxes. Tenant recognizes and understands that this Lease may create a possessory interest subject to taxation and that Tenant may be assessed for the payment of taxes levied on such interest. Tenant and Landlord have agreed that Landlord shall pay any possessory interest taxes assessed to Tenant during the Term of this Lease, so long as (1) Tenant is current on the payment of all rent due as of a date which is thirty (30) days prior to the due date for payment of the tax to the Riverside County Treasurer and (2) Tenant has submitted the tax bill to the Landlord at least 30 days prior to the due date for the tax payment. If the tax bill to be paid is not submitted to Landlord at least 30 days prior to the due date, Tenant shall pay the tax, any penalties, and any collection costs due, to the County Treasurer. Tenant shall be reimbursed by Landlord for any such payment of the tax, but not any penalties or collection costs paid by Tenant, so long as Tenant is current on all rent due and has submitted verification of payment of the tax to Landlord.

Tenant shall be responsible for all personal property tax assessed, including those for any fixtures, inventory, business tangible or other personal property located on the Premises.

7. No Further Modification. Except as set forth in this Sixth 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 Sixth Amendment. Upon execution and delivery, this Sixth Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns.

8. Entire Agreement. This Sixth 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 Fifth 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 Sixth 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 Sixth Amendment and the terms of the Lease, the terms of the Sixth Amendment shall govern and prevail.

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[Signatures on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Sixth Amendment as of the date set forth above.

"Landlord":

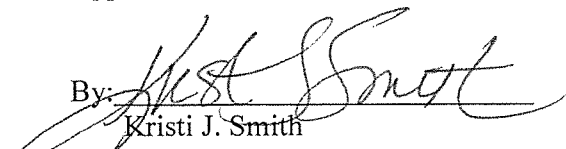
CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attested to:

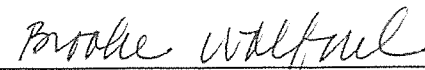
By: _____
City Clerk

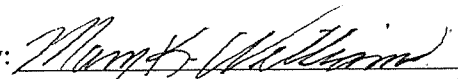
Approved as to form:

By: 
Kristi J. Smith
Chief Assistant City Attorney

"Tenant":

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

By: 
Name: BROOKE WOLFORD
Its: VICE PRESIDENT 7/26/16

By: 
Name: MARY K. WILLIAMS
Its: Assistant Vice President 7/26/16