

## **FIFTH AMENDMENT TO LEASE**

### **Mission Square (Raincross Hospitality Corporation dba Riverside Convention & Visitors Bureau)**

THIS FIFTH AMENDMENT TO LEASE (this "Fifth Amendment") is dated and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Lessor"), and RAINCROSS HOSPITALITY CORPORATION, a California corporation, doing business as Riverside Convention & Visitors Bureau ("Lessee"), with reference to the following facts.

### **RECITALS**

A. Lessor's successor-in-interest and Lessee's successor-in-interest entered into that certain Standard Office Lease – Gross dated as of August 14, 2001, as amended by that certain First Amendment to Lease ("First Amendment") dated September 27, 2004, as further amended by that certain Second Amendment to Lease ("Second Amendment") dated September 20, 2006, as further amended by that certain Third Amendment to Lease ("Third Amendment") dated December 9, 2009, as further amended by that certain Fourth Amendment to Lease ("Fourth Amendment") dated March 27, 2015 (collectively, as amended, the "Lease"), pursuant to which Lessee currently leases approximately 2,292 rentable square feet of space located in Suite 175, on the ground floor ("Premises") of the office building known as 3750 University Avenue, Riverside, California 92501 (the "Building").

B. Lessor and Lessee desire to amend the Lease upon the terms and conditions set forth below.

### **AGREEMENT**

The Lease is amended as follows:

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

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Lease when used in this Fifth Amendment shall have their respective meanings as set forth in the Lease unless expressly superseded by the terms of this Fifth Amendment.

2. **Term.** The current Term of the Lease is scheduled to end on February 28, 2017. Lessee and Lessor hereby acknowledge and agree that the Term shall be extended for a period of three (3) years, commencing on March 1, 2017, and shall expire on February 28, 2020 (the "Expiration Date").

3. Option to Extend. Provided Lessee is not in default under the Lease and this Fifth Amendment Lessor hereby grants to Lessee a right of first negotiation to lease the Premises following the expiration of the Term on the terms and conditions set forth herein. Not later than twelve (12) or earlier than six (6) calendar months prior to the expiration of the Term, Lessee shall deliver written notice to Lessor ("Negotiation Notice") that Lessee desires to exercise its right of first negotiation as set forth herein. Lessee's failure to deliver the Negotiation Notice in a timely manner shall be deemed to be a waiver of its right of first negotiation as set forth herein. If Lessee delivers the Negotiation Notice to Lessor in a timely manner, then within thirty (30) days upon receipt of the Negotiation Notice from Lessee, Lessor shall notify Lessee of the proposed terms and conditions on which Lessor is willing to extend the Term for an additional period of not less than three (3) years ("Renewal Notice"), which terms and conditions shall be reasonably determined by Lessor to be the then-prevailing market terms and rate.

4. 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>
3/1/2017 – 2/28/2018	\$6,137.98
3/1/2018 – 2/28/2019	\$6,322.12
3/1/2019 – 2/28/2020	\$6,511.78

5. Free Rent. Notwithstanding the above Base Rent Schedule, Lessor grants to Lessee three (3) months of free rent, which free rent shall be credited in March, April and May 2017.

6. Parking. Lessee shall be entitled to a total of nine (9) parking spaces. Lessee shall be responsible for payment of all parking fees to the operator of the parking garage. The parking rates shall be the current rates for reserved and unreserved parking at the Building.

7. Possessory Interest Tax/Property Taxes. Lessee recognizes and understands that this Lease may create a possessory interest subject to taxation and that Lessee may be assessed for the payment of taxes levied on such interest. Lessee and Lessor have agreed that Lessor shall pay any possessory interest taxes assessed to Lessee during the Term of this Lease, so long as (1) Lessee 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) Lessee has submitted the tax bill to the Lessor at least 30 days prior to the due date for the tax payment. If the tax bill to be paid is not submitted to Lessor at least 30 days prior to the due date, Lessee shall pay the tax, any penalties, and any collection costs due, to the County Treasurer. Lessee shall be reimbursed by Lessor for any such payment of the tax, but not any penalties or collection costs paid by Lessee, so long as Lessee is current on all rent due and has submitted verification of payment of the tax to Lessor.

Lessee 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.

8. No Further Modification. Except as set forth in this Fifth 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 Fifth Amendment. Upon execution and delivery, this Fifth Amendment shall be binding upon Lessor and Lessee and their respective successors and assigns.

9. Entire Agreement. This Fifth Amendment embodies the entire understanding between Lessor and Lessee with respect to its subject matter and the Lease and can be changed only by an instrument in writing signed by Lessor and Lessee.

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

11. Counterparts. This Fifth 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.

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

13. Approval. This Lease Renewal is further subject to review and approval by the Riverside Public Utilities Board and the Riverside City Council.

14. Broker. Lessor and Lessee acknowledge that Newmark Grubb Knight Frank ("Broker") has acted as Broker for both parties. Lessor shall be responsible for payment of a brokerage commission to Newmark Grubb Knight Frank per its existing listing agreement. If any other claim for brokers' or finders' fees in connection with this Fifth Amendment arises, then each party agrees to indemnify, protect, hold harmless and defend the other from and against any such claim.

(Signatures on following page)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Fifth Amendment as of the date set forth above.

**"Landlord":**

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

By: \_\_\_\_\_  
John A. Russo  
City Manager

Attested to:

By: \_\_\_\_\_  
Colleen S. Nicol  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Kristi J. Smith  
Chief Assistant City Attorney

**"Lessee":**

RAINCROSS HOSPITALITY  
CORPORATION, a California corporation

By: \_\_\_\_\_  
Name: TED WEGGOLD  
Its: CEO

By: \_\_\_\_\_  
Name: Scott HEALING  
Its: President