

**FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT  
BY AND BETWEEN THE CITY OF RIVERSIDE AND  
RIVERSIDE FOOD HALL, LP**

**TRIPLE NET LEASE (NNN) FOR 3605 MARKET STREET**

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT ("First Amendment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Lessor"), and RIVERSIDE FOOD HALL, LP, a California limited partnership ("Lessee") with respect to the following facts:

**RECITALS**

WHEREAS, on October 25, 2016, Lessor and Lessee entered into a Commercial Lease Agreement ("Lease") for the property located at 3605 Main Street, Riverside, California 92501; and

WHEREAS, the Lessor and Lessee desire to amend portions of the Lease to increase the square footage and the Base Rent and finalize the location of the designated parking spaces.

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

1. Paragraph 1.1, entitled "Premises" is hereby amended to read as follows:

"1.1 **Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions of this Lease Agreement, the premises located at 3605 Market Street, Riverside, California, 92501, which space consists of approximately 13,000 square feet of interior restaurant space, approximately 2,546 square feet of interior storage space, and 325 square feet of storage area adjacent to the bike storage lockers, for a cumulative total of 15,871 square feet ("Premises"). The Premises and other areas mentioned below are depicted in detail on the attached Exhibit A and collectively with the Box and Showcase comprise the Fox Entertainment Plaza ("Fox Entertainment Plaza"). If egress requirements by Fire Department are amended, Exhibit A shall be amended accordingly."

The remainder of paragraph 1.1 shall remain in full force and effect.

2. Section 1.3.1, Base Rent, shall be amended to read as follows:

"1.3.1 **Base Rent.** Base Rent shall be Sixty Thousand Dollars (\$60,000) annually, payable on the first day of each month in twelve monthly installments, to commence on the forty-ninth (49<sup>th</sup>) month of the Lease Agreement.

For the first forty-eight (48) months, Lessor shall grant to Lessee rent abatement as off-set to Lessee's Work to the Premises, at Lessee's sole cost, as described in Article VII,

below. This is Lessor's consideration for improvements required to bring the Premises to a leasable condition for Lessee.

Commencing in Year 16 of the Lease Agreement, Base Rent shall increase on an annual basis by an amount equal to the annual percentage increase change of the Consumer Price Index (CPI) Los Angeles-Riverside-Orange County area. Lessor and Lessee agree that Base Rent escalations will not exceed three percent (3%) per annum, should the CPI increase by more than three percent (3%).

Notwithstanding the above, upon commencement of project construction and up until the 48<sup>th</sup> month of the Lease, Lessee shall compensate the Lessor an additional amount of Two Hundred Seventy Dollars (\$270) per month for the 1,000 square feet expansion of the Premises. Beginning in the 49<sup>th</sup> month of the Lease, this amount shall be increased to Three Hundred Forty Dollars (\$340) per month for the remainder of the Term."

3. Pursuant to Section 2.3, Parking, of the Lease, the parties have finalized the location for the designated parking spaces. The Lease is hereby amended to add the locations as depicted on Exhibit "D," attached hereto and incorporated herein by reference to the Lease.

4. All terms and conditions of the Lease not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to Commercial Lease Agreement to be duly executed on the day and year first above written.


LESSOR:

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:


By:  \_\_\_\_\_  
Chief Assistant City Attorney

CA #15-23001 KJS 04/12/17

LESSEE:

RIVERSIDE FOOD HALL, LC,  
a California limited partnership

By: Arteco Management LLC  
Its: Manager

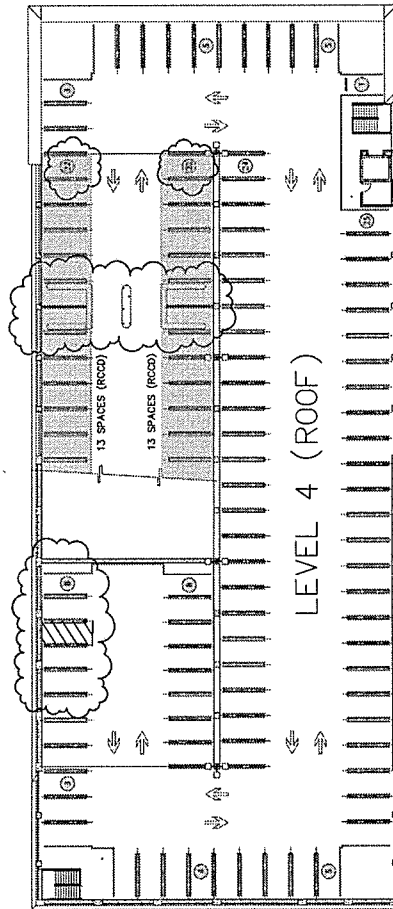
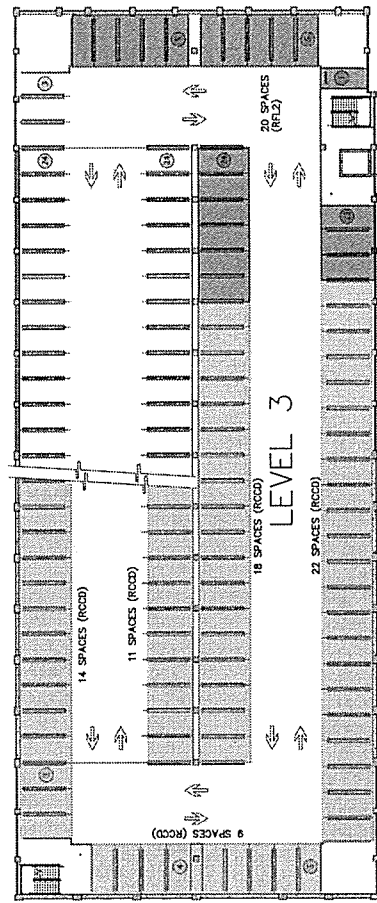
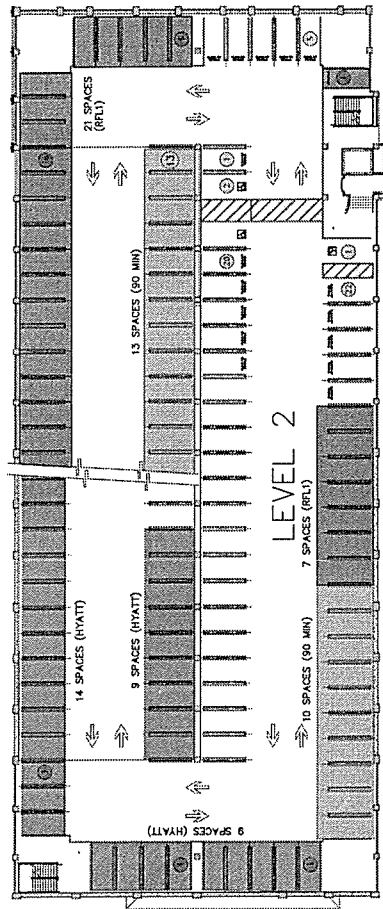
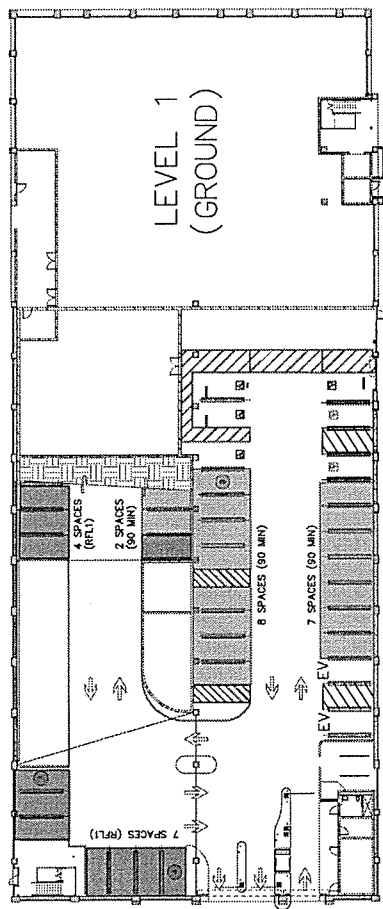
By:  \_\_\_\_\_  
Printed Name: Gerald V. Tessier

Title: Manager

**EXHIBIT "D"**

**GARAGE 7 PARKING**

# Fox Theater Parking (Garage 7)



32 RESERVED (HYATT)  
[24 HOURS]

100 RESERVED (RCCD)  
[MON-FRI 5A-5P]

235 UNASSIGNED  
AS OF 04/11/2017

40 RESERVED (RFL1)

20 RESERVED (RFL2)

40 (PUBLIC PARKING)  
[90 MINUTES]