

**FIRST AMENDMENT TO
COMMERCIAL MULTI-TENANT LEASE - TRIPLE NET
MISSION SQUARE**

SWEET TRIO INCORPORATED dba THE DONUT BAR

This First Amendment to Commercial Multi-Tenant Lease – Triple Net (Mission Square) (“First Amendment”), is made and entered into this ____ day of _____, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Landlord”), and SWEET TRIO INCORPORATED, a California corporation, dba THE DONUT BAR (“Tenant”) with respect to the following facts:

RECITALS

A. On September 18, 2018, Landlord and Tenant entered into a Commercial Multi-Tenant Lease – Triple Net (Mission Square) (“Lease”) for Suite 175 within the building located at 3750 University Avenue, Riverside, California.

B. Landlord and Tenant desire to amend portions of the Lease regarding the Rent Commencement Date and base rent provisions.

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

1. Sections 15, 20 and 22 of the Basic Lease Information are hereby amended in their entirety and replaced with the following:

“15. **Base Rent.** \$2.60 per month per rentable square footage on a triple net basis subject to a three percent (3%) increase on each yearly anniversary of the Rent Commencement Date.”

“20. **Rent Commencement Date.** November 1, 2019.”

“22. **Tenant Allowance.** \$136/square foot.”

2. Paragraph 2.1.1 entitled, “Rent Commencement Date,” is hereby amended in its entirety as follows:

“2.1.1 **Rent Commencement Date.** The Rent Commencement Date shall be November 1, 2019.”

3. Paragraph 3.3 entitled, “Base Rent,” is hereby amended in its entirety and replaced with the following:

“3.3 **Base Rent.** For months 1 through 12 of the Lease term, the monthly base rent shall be \$2.60 per square foot per month times the actual square foot of space as measured by Landlord upon Delivery of Possession to Tenant, which is currently estimated at 2,292 square feet, plus all applicable triple net charges. The monthly base rent shall be increased by three percent (3%) on each yearly anniversary of the Rent Commencement Date including the two five-year options to extend, if exercised by Tenant, except for the first year of each option period which shall be at the fair market rental rate at the time of exercising the option(s) to extend. The Base Rent for the original term is estimated, subject to verification of actual square footage, as set forth below:

Base Rent (Triple Net)

Months	Monthly Rental Rate	Base	Monthly Base Rent	Annual Base Rent
1-12	\$2.60		\$5,959.20	\$71,510.40
13-24	\$2.68		\$6,142.56	\$73,710.72
25-36	\$2.76		\$6,325.92	\$75,911.04
37-48	\$2.84		\$6,509.28	\$78,111.36
49-60	\$2.93		\$6,715.56	\$80,586.72
61-72	\$3.02		\$6,921.84	\$83,062.08
73-84	\$3.11		\$7,128.12	\$85,537.44
85-96	\$3.20		\$7,334.40	\$88,012.80
97-108	\$3.30		\$7,563.60	\$90,763.20
109-120	\$3.40		\$7,792.80	\$93,513.60”

5. Paragraph 3.7 entitled, “Tenant Improvement Allowance,” is hereby amended to increase the Tenant Improvement Allowance from Fifty-Two Dollars (\$52.00) per square foot to One Hundred Thirty-Six Dollars (\$136.00) per square foot.

6. All other terms and conditions of the Lease, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Commercial Multi-Tenant Lease – Triple Net (Mission Square) to be duly executed on the day and year first above written.

LANDLORD:

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

ATTEST:

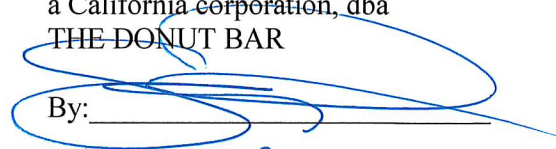
By: _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Chief Assistant City Attorney

TENANT:

SWEET TRIO INCORPORATED
a California corporation, dba
THE DONUT BAR

By:  _____
GILBERT RUBALCABA
Printed Name

OWNER / PRES / CEO
Title