

FIRST AMENDMENT TO COMMERCIAL MULTI-TENANT LEASE – TRIPLE NET

Mission Square

This First Amendment to Commercial Multi-Tenant Lease – Triple Net (“First Amendment”), is made and entered into this _____ day of _____, 2020, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Landlord”), and THE IG GROUP, LLC, a California limited liability company, operating as a Slater’s 50/50 location (“Tenant”), with respect to the following facts:

RECITALS

A. On July 2, 2018, Landlord and Tenant entered into a Commercial Multi-Tenant Lease – Triple Net (“Lease”) for certain space within the building located at 3750 University Avenue, Suite 125, Riverside, California, known as Mission Square.

B. The Parties desire to amend the Lease to adjust the square footage, Rent Commencement Date, Due Diligence Period, and Tenant Improvement Allowance.

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

1. Section 7 of the Basic Lease Terms is hereby amended to change the square footage from 5,700 to 5,982.

2. Section 22 of the Basic Lease Terms is hereby amended to change the Tenant Allowance to \$114.80 per square foot.

3. Paragraph 1.2, Premises, is hereby amended to correct the square footage of the Premises. The square footage of 5,700 leasable space is hereby replaced with 5,982 square footage.

4. Section 2.1.1, Rent Commencement Date, is hereby amended in its entirety to read as follows:

“2.1.1 Rent Commencement Date. The Rent Commencement Date shall be the earlier of Three Hundred Sixty-Five (365) days from Landlord’s Delivery of Possession to Tenant, as set forth in Exhibit “C” or the Tenant’s opening of business.” The Commencement Date is hereby agreed to as August 22, 2019.

5. Section 2.1.2, Due Diligence Period, is hereby amended to change the Due Diligence Period from 270 days to 365 days from date of Landlord Delivery (which date was August 22, 2019).

6. Section 3.3, Base Rent, is hereby amended in its entirety to read as follows:

“3.3 Base Rent.

Months	Monthly Base Rental Rate	Monthly Base Rent	Annual Base Rent
1 - 12	\$2.50	\$14,955.00	\$179,460.00
13 - 24	\$3.01	\$18,005.82	\$216,069.84
25 - 36	\$3.06	\$18,304.92	\$219,659.04
37 - 48	\$3.11	\$18,604.02	\$223,248.24
49 - 60	\$3.17	\$18,962.94	\$227,555.28
61 - 72	\$3.22	\$19,262.04	\$231,144.48
73 - 84	\$3.28	\$19,620.96	\$235,451.52
85 - 96	\$3.33	\$19,920.06	\$239,040.72
97 - 108	\$3.39	\$20,278.98	\$243,347.76
109 - 120	\$3.45	\$20,637.90	\$247,654.80

The monthly base rent for the two (2) five (5) year options, if exercised by Tenant, shall be one hundred five percent (105%) of the previous year's rent. Each subsequent year shall be increased by two percent (2%) on each yearly anniversary of the Rent Commencement Date.”

Included in the above referenced monthly base rent for years two (2) through ten (10) is the amortization, including a four percent (4%) interest rate of the additional Two Hundred Fifty Thousand Dollars (\$250,000.00) Tenant Improvement Allowance included in Section 3.7.

7. Section 3.7, Tenant Improvement Allowance, is hereby amended to increase the Tenant Improvement Allowance from One Hundred Eight Dollars and Ninety-Five Cents (\$108.95) to One Hundred Fifty Six Dollars and Twenty Seven Cents (\$156.27) per square foot.

8. Section 6.1.1 is hereby amended to include the following language added to the end of the paragraph, “Tenant shall also be responsible at Tenant's sole cost and expense to cover the lobby windows with a film, approved by Landlord so that the interior improvements to the Premises cannot be seen from the lobby of the building.”

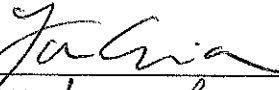
9. All terms and conditions of the Lease that are not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

THE IG GROUP, LLC,
a California limited liability company,
operating as a Slater's 50/50 location

By: _____
City Manager

By: 
Name: Ivan Parian
Title: Owner

ATTEST:

Guarantor:

By: _____
City Clerk

By: 
Alberto Garcia

APPROVED AS TO FORM:

By: _____
Chief Assistant City Attorney