

**THIRD AMENDMENT TO THE  
STANDARD COMMERCIAL MULTI-TENANT LEASE – MODIFIED NET  
BY AND BETWEEN  
THE CITY OF RIVERSIDE AS SUCCESSOR AGENCY TO  
THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE  
AND  
ROUTE 30 BREWING COMPANY, LLC.**

This Third Amendment to the Standard Commercial Multi-Tenant Lease – Modified NET (“Third Amendment”) by and between The CITY OF RIVERSIDE AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE (“Lessor”) and ROUTE 30 BREWING COMPANY, LLC, a California limited liability Company (“Lessee”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, with respect to the following facts.

**RECITALS**

- A. On September 27, 2011, Lessor’s predecessor in interest, the Redevelopment Agency of the City of Riverside and Lessee’s predecessor in interest, Suthida Patanasak, dba Elephant Thai, (“Patanasak”) entered into that certain Standard Commercial Multi-Tenant Lease (“Lease”) for the Premises
- B. On October 12, 2012 Lessor and Patanasak entered into that First Amendment to the Lease (“First Amendment”) amending the Lease to add additional leasable space to the Premises.
- C. On November 22, 2010, Lessor and Patanasak entered into that Second Amendment to the Lease (“Second Amendment”) amending the Lease to formally reflect Lessee as the current Lessee, revised the permitted uses, provided the current address for Less and provided a Guarantor.
- D. The Parties now desire to amend the Lease to include an amortization schedule of past due rent.

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

1. The fourth paragraph of Section 1.5, **Base Rent**, is hereby amended in its entirety and replaced with the following:

“Separate from the CAM charges, Lessee shall pay Lessor Two Hundred Sixty-Nine Dollars and Sixty-Two Cents (\$269.62) per month (\$0.08 s.f.) for Possessory Interest Taxes. Lessor shall pay the Possessory Interest Tax to the County of Riverside when the bill is submitted by Lessee to Lessor. Lessee acknowledges that if the monthly payment collected is insufficient to cover the Possessory Interest Tax, the monthly payment will be increased to cover said Possessory Interest Tax.”

2. Exhibit "G" attached hereto and incorporated herein by reference, is hereby added to the Lease.

3. All terms and conditions of the Lease and the First and Second Amendment, not inconsistent with this Third 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 Third Amendment to be duly executed on the day and year first above written

LESSOR

LESSEE:

THE CITY OF RIVERSIDE AS  
SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF  
THE CITY OF RIVERSIDE

ROUTE 30 BREWING COMPANY, LLC

By: \_\_\_\_\_  
City Manager acting on behalf  
of the City of Riverside as  
Successor Agency to the  
Redevelopment Agency of the  
City of Riverside

By: Eric Brummell  
Name: ERIC BRUMMELL  
Its: PRESIDENT

By: Thomas Creely  
Name: THOMAS CREELY  
Its: Vice President

Attested to:

Address: 9860 Indiana Avenue  
Suite 19  
Riverside, CA 92503

By: \_\_\_\_\_  
City Clerk acting on behalf  
of the City of Riverside as  
Successor Agency to the  
Redevelopment Agency of the  
City of Riverside

Approved as to form:

By: [Signature]  
Successor Agency General Counsel

**EXHIBIT "G"**

**2019 Back Rent**

<b>Month</b>	<b>Rent</b>	<b>CAM</b>	<b>Total</b>
September	\$ 4,979.00	\$ 2,497.60	\$ 7,476.60
October	\$ 4,979.00	\$ 2,497.60	\$ 7,476.60
November	\$ 4,979.00	\$ 2,497.60	\$ 7,476.60
December	\$ 4,979.00	\$ 2,497.60	\$ 7,476.60
<b>Totals</b>	\$ 19,916.00	\$ 9,990.40	[ \$ 29,906.40 ]