

### THIRD AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS THIRD AMENDMENT TO COMMERCIAL LEASE AGREEMENT ("Third Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Lessor (hereinafter referred to as "Landlord"), and RODNEY DANIELSON, Standing Chapter 13 Trustee, as Lessee (hereinafter referred to as "Tenant"), with respect to the following facts:

#### RECITALS

A. On April 18, 2012, Landlord and Tenant entered into a Commercial Lease Agreement for lease of space within the building located at 3750 Market Street, Riverside, California ("Lease"), with a term of five years, expiring on August 31, 2017.

B. On May 22, 2017, Landlord and Tenant entered into a First Amendment to Commercial Lease Agreement ("First Amendment") to extend the term of the Lease to August 31, 2019.

C. On August 7, 2019, Landlord and Tenant entered into a Second Amendment to Commercial Lease Agreement ("Second Amendment") to extend the term of the Lease to August 31, 2024.

D. Landlord and Tenant desire to reduce the current rental amount of Sixteen Thousand Two Hundred Seventy-Four Dollars Forty-Two Cents (\$16,274.42) per month to Thirteen Thousand Five Hundred Forty Dollars Fifty Cents (\$13,540.50) per month, to reduce the annual percentage increase from 4% to 3% and to give Tenant certain rent credits, as set forth herein, based upon rent that has already been paid.

E. Landlord and Tenant further desire to amend the Lease to allow Landlord access to certain Landlord network computer equipment contained within the Premises.

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

1. Section 1.3, Early Termination, of the Lease is hereby amended in its entirety and replaced with the following:

"Landlord and Tenant each have a right to terminate this Lease prior to the Expiration Date by providing the other party with six (6) months' prior written notice."

2. Section 1.4, Rent, of the Lease is hereby amended by striking the following rent schedule:

“Beginning on September 1, 2019, the following rental rate provisions shall apply:

	<u>Monthly Rent</u>
Year 1: September 1, 2019 to August 31, 2020	\$15,046.63
Year 2: September 1, 2020 to August 31, 2021	\$15,648.49
Year 3: September 1, 2021 to August 31, 2022	\$16,274.43
Year 4: September 1, 2022 to August 31, 2023	\$16,925.41
Year 5: September 1, 2023 to August 31, 2024	\$17,602.43”

And adding the following rent schedule:

“Beginning on September 1, 2019, the following rental rate provisions shall apply to provide a monthly credit to Tenant. Commencing on September 1, 2021, Tenant shall receive a credit which shall reduce the monthly rental amount until August 31, 2024:

	<u>Monthly Rent</u>	<u>Rental Adjustment</u>	<u>Total Monthly Rent</u>
Year 1: 9/1/19 to 8/31/20	\$15,046.63	\$0	\$15,046.63
Year 2: 9/1/20 to 8/31/21	\$15,648.49	\$0	\$15,648.49
Year 3: 9/1/21 to 8/31/22	\$16,274.43	\$2,733.93/mo	\$13,540.50
Year 4: 9/1/22 to 8/31/23	\$16,925.41	\$2,978.69/mo	\$13,956.72
Year 5: 9/1/23 to 8/31/24	\$17,602.43	\$3,237.23/mo	\$14,365.20

These rental rate provisions include a credit to Tenant in the amount of \$86,190.72 as well as a refund in the amount of \$1,784.58.”

3. Section 1.4.2 Annual Increase is hereby stricken, in its entirety, and replaced with the following:

**“1.4.2 Annual Increase.** From September 1, 2012 to August 30, 2021, the Base Rent shall be increased annually on the anniversary date by four percent (4%) per year. From September 1, 2021 to August 31, 2024, the Base Rent shall be increased annually on the anniversary date by three percent (3%) per year.”

4. Section 2.2, **Landlord Access**, of the Lease is hereby amended in its entirety and replaced with the following

**“2.2 Landlord Access.** Landlord, and its authorized agents, representatives, and employees, may enter the Premises at any time in case of emergency, and otherwise at reasonable hours to: (i) inspect the Premises; (ii) exhibit the Premises to prospective purchasers, lenders, insurer or tenants; (iii) determine whether Tenant is complying with all its obligations hereunder; (iv) take possession due to any breach of this Lease in the manner provided herein; (v) perform any covenants of Tenant which Tenant fails to perform; (vi) to perform duties of Landlord as set forth in this Lease; (vii) repair, alter or improve the Premises or any portion of the Premises; and (viii) access certain Landlord network computer equipment contained within the Premises, and may for such purposes erect, use and maintain scaffolding, pipes, conduits and other structures in and through the Premises where reasonably required by the nature of the work to be performed; provided, however, that all such work shall be done as promptly as reasonably possible and so as to

cause as little interference with the operation of Tenant's business as reasonably possible. There shall be no abatement of any Rent by reason of Landlord's entry of the Premises pursuant to this Section 2.2 and Tenant hereby waives any claim for damages, including but not limited to interference with business, lost profits, and any other incidental or consequential damages of any sort whatsoever, for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord shall at all times have and retain a key with which to unlock all of the doors in, or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or improvements except as otherwise expressly agreed to be performed by Landlord in this Lease."


5. All terms and conditions of the Lease 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, Landlord and Tenant have caused this Third Amendment to Commercial Lease Agreement to be duly executed on the day and year first above written.

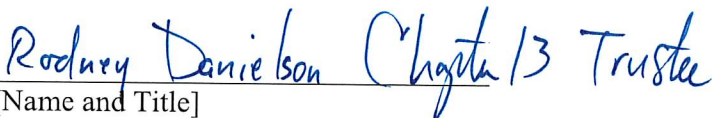
CITY OF RIVERSIDE, a California  
charter city and municipal corporation

RODNEY DANIELSON,  
Standing Chapter 13 Trustee

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

By:  \_\_\_\_\_

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

  
[Name and Title]

APPROVED AS TO FORM:

By:   
 Assistant City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:   
ASSISTANT CHIEF FINANCIAL OFFICER