

**THIRD AMENDMENT TO THE
STANDARD COMMERCIAL MULTI-TENANT LEASE – MODIFIED NET**

**WADIE M. ANDRAWIS AND TERESA A. ANDRAWIS
dba ANTONIOUS PIZZA CAFE**

California Tower – 3737 Main Street, Suite 105

THIS THIRD AMENDMENT TO STANDARD COMMERCIAL MULTI-TENANT LEASE – MODIFIED NET (“**Third Amendment**”) is entered into this _____ day of _____, 2023, by and between the CITY OF RIVERSIDE, AS SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body corporate and politic (“**Lessor**”), and WADIE M. ANDRAWIS AND TERESA A. ANDRAWIS, husband and wife, doing business as (“**dba**”) ANTONIOUS PIZZA CAFE (“**Lessee**”) with respect to the following:

RECITALS

On June 29, 1998, Lessor and Lessee entered into that certain Standard Commercial Multi-Tenant Lease – Modified Net (“**Lease**”) renting approximately 2,059 square feet of a retail space, located at 3737 Main Street, Suite 105, in Riverside, California.

On February 15, 2006, Lessor and Lessee entered into that certain Standard Commercial Multi-Tenant Lease – Modified Net, serving as a First Amendment to the Lease, wherein the Lease was amended to: (1) make the Lease co-terminus with Suite 102; (2) include the operation of a “Taco Bar”; (3) authorize a Tenant Improvement Allowance; (4) establish a rent abatement period; (5) establish the Lease Commencement Date of February 7, 2006 and Termination Date of February 6, 2016, unless the Lease is extended by an additional ten (10) years at the option of the Lessee; and (6) establish the rent schedule, with the Rent Commencement Date of June 6, 2006.

On August 7, 2012, Lessor and Lessee entered into a Second Amendment to the Lease, wherein the Lease was amended to modify the Base Rent, Common Area Maintenance schedule for years seven (7) through ten (10), and the Option Periods.

On November 1, 2015, Lessee exercised its Option to Extend the term of the Lease by an additional ten (10) years, which extends the Lease to February 6, 2026.

Lessor and Lessee now desire to amend the Lease to correct the termination date to September 30, 2024, and amortize the deferred Base Rent in the amount of Seven Thousand Eight Hundred Seventy-Six Dollars and Three Cents (\$7,876.03) (“**Unpaid Rent**”).

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

TERMS AND CONDITIONS

1. Section 1.3 of the Lease, Term, is hereby amended by correcting the termination date to September 30, 2024.

2. Unpaid Rent: Lessee shall pay in full the Unpaid Rent no later than September 30, 2024. Lessee may amortize repayment of the remaining Unpaid Rent balance, as of the date first written above, on a monthly basis over the number of months remaining under Lessee's current Lease term, but in no event shall any amount of the Unpaid Rent remain unpaid by September 30, 2024. Lessee shall make monthly payments commencing on the first of the month following execution of this Third Agreement.

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

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Lessor and Lessee hereto have executed this Third Amendment to the Lease as of the date first above written.

LESSOR:

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

By: _____
City Manager on behalf of the
City of Riverside as
Successor Agency for the
Redevelopment Agency of
the City of Riverside

Attest: _____
City Clerk on behalf of the
City of Riverside as
Successor Agency for the
Redevelopment Agency of
the City of Riverside

LESSEE:

WADIE M. ANDRAWIS and TERESA A.
ANDRAWIS, husband and wife, doing
business as (dba) ANTONIOUS PIZZA CAFE

By: _____
WADIE M. ANDRAWIS

By: _____
TERESA A. ANDRAWIS

APPROVED AS TO FORM:

By: Susan Wilson
Successor Agency General Counsel