

**FIFTH AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(INSPIRE LIFE SKILLS TRAINING, INC.)**

1. PARTIES AND DATE.

This Fifth Amendment to the City of Corona Historic Civic Center Lease Agreement (“Fifth Amendment”) is made and entered into this 15th day of September, 2021 by and between the City of Corona (“City” or “Landlord”) and Inspire Life Skills Training, Inc., a California non-profit corporation (“Lessee”). City and Lessee are sometimes individually referred to as “Party” and collectively as “Parties” in this Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Lessee entered into that certain City of Corona Historic Civic Center Lease Agreement dated September 17, 2014 (“Agreement”), whereby City agreed to provide lease space to Tenant in its property commonly referred to as the “Historic Civic Center” in the Agreement.

2.2 First Amendment. The First Amendment to the Agreement was entered into on October 1, 2015, whereby the City and Lessee mutually agreed to extend the Term of the Agreement for one (1) year.

2.3 Second Amendment. The Second Amendment to the Agreement was entered into on September 21, 2016, whereby the City and Lessee mutually agreed to extend the Term by three (3) years, commencing October 1, 2016 through September 30, 2019, and delegate to the Community Development Director the authority to extend the Term an additional two (2) years under certain terms and conditions.

2.4 Third Amendment. The Third Amendment to the Agreement was entered into on October 3, 2018, whereby the City and Lessee mutually agreed to increase its leasable space for storage purposes.

2.5 Fourth Amendment. The Fourth Amendment to the Agreement was entered into on October 1, 2019, whereby the City and Lessee mutually agreed to extend the Term by two (2) years through September 30, 2021, in accordance with Sections 3.2 and 3.3.1 and to increase the Base Rent for the Leased Premises by three percent (3%).

2.6 Fifth Amendment. City and Lessee desire to amend the Agreement for the fifth time to: (1) extend the Term by up to three (3) years in accordance with Sections 3.2 and 3.3.1; (2) increase the Base Rent for Suite 160 and the Basement “B” Inspire Storage Room effective October 1, 2021 based on the percentage changed in the Consumer Price Index from July 2020 to July 2021; and (3) add a Base Rent annual escalator.

3. TERMS.

3.1 Term. Effective October 1, 2021, Section 3.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.2 Term. The term of this Agreement shall commence on September 17, 2014 (“Commencement Date”) and continue for eight (8) years until September 30, 2022, unless terminated earlier as provided in Section 5 herein (“Term”). Landlord (through its City Manager or his/her designee) has the right, in its sole discretion, to extend the Term for up to two (2) additional years (“Renewal Term”) through September 30, 2024, under the same terms and conditions as provided for herein. The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rent. Effective October 1, 2021, Section 3.3 (Rent) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.3.1 Base Rent. As a component of Rent, Tenant shall pay to Landlord, Base Rent for leasing the Leased Premises comprised of Suite 160 (573 square feet) and Basement “B” Inspire Storage Room (230 square feet) in the amount as follows, without offset or deduction (“Base Rent”):

SUITE 160 (573 SF)	
October 1, 2021 to September 30, 2022	Four Hundred Seventy-One Dollars and Forty-One Cents (\$471.41) per month.

BASEMENT “B” INSPIRE STORAGE ROOM (230 SF)	
October 1, 2021 to September 30, 2022	Fifty Dollars and Forty-Six Cents (\$50.46) per month.

The first payment of Base Rent shall be due on October 1, 2021 (“Rent Commencement Date”). Subsequent monthly Base Rent payments shall be due and payable on the first day of each month following the first Base Rent payment. Payment of Base Rent shall be made to Landlord at its address stated herein or to such other persons or place as Landlord may from time to time

designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Landlord's rights to the balance of such Rent, regardless of Landlord's endorsement of any check so stating. Payments will be applied first to accrued late charges and attorney's fees, second to other outstanding charges or costs, and any remaining amount to Base Rent.

3.3.2 Base Rent Annual Escalator. Base Rent shall be increased by the greater of: (1) two percent (2%); or (2) the change in the Consumer Price Index (all urban consumers; Riverside-San Bernardino-Ontario) for the most recent July to July period up to a maximum of ten percent (10%). The Tenant and Landlord (through its City Manager) will enter into amendments to this Agreement to document the extension of the Term and increases in Base Rent."

3.3 Common Area Maintenance Charges. Effective October 1, 2021, Section 3.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

During the Term, Tenant shall pay Common Area Maintenance (hereinafter "CAM") charges as a part of Rent. CAM charges are defined as all expenses incurred by Landlord during each calendar year for the administration, maintenance and operation of the Property, including but not limited to all utilities, cleaning (except for in-suite janitorial service), landscaping, staffing, security, real property taxes, personal property taxes on assets located in the building (excluding personal property taxes paid by Tenant), parking maintenance, special tax assessments, increases in real property taxes, insurance premiums, repairs and maintenance, and other like charges. Effective October 1, 2021, Tenant's CAM charge shall be determined by multiplying the approximately 573 square feet of floor space of the Leased Premises by \$0.2060 per square foot per month, which equates to One Hundred Eighteen Dollars and Four Cents (\$118.04) per month. The CAM charges shall be due and payable at the same time as the Base Rent and shall be increased by three percent (3%) each year on the anniversary of the Rent Commencement Date.

3.4 Repairs and Maintenance Contact List. Effective October 1, 2021, Section 3.14.5 shall be added to the Agreement to read as follows:

"3.14.5 Repairs and Maintenance Contact List. Tenant shall contact only designated Landlord staff by telephone to report issues with or request services for certain issues, as designated by Landlord. For these purposes, Landlord shall provide an HCC Repairs and Maintenance Contact List to Tenant, a current copy of

which is attached hereto as Exhibit “A-5” and incorporated herein by reference.”

3.5 Continuing Effect of Agreement. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fifth Amendment.

3.7 Counterparts. This Fifth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING 2 PAGES]

LANDLORD'S SIGNATURE PAGE FOR
FIFTH AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(INSPIRE LIFE SKILLS TRAINING, INC)

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Attest: _____
Sylvia Edwards
City Clerk

APPROVED AS TO FORM:

By: _____
Dean Derleth
City Attorney

TENANT'S SIGNATURE PAGE FOR
FIFTH AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(INSPIRE LIFE SKILLS TRAINING, INC)

INSPIRE LIFE SKILLS TRAINING, INC
a California non-profit corporation

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

**EXHIBIT “A-5”
HCC REPAIRS AND MAINTENANCE CONTACT LIST**

HCC REPAIRS AND MAINTENANCE CONTACT LIST		
Department/Staff Member	Duties	Telephone No.
Community Services Cynthia Lara	City Landlord Representative City/Tenant liaison for lease related matters.	951-739-4963
Community Servicers Kevin Stabile Brandon Viayra	Maintenance services for <u><i>interior and exterior</i></u> of building common areas & within suites.	951-736-2241 (M-Th 7a to 6p) 951-736-2334 (Friday and after hours contact PD non-emergency line – they will call stand-by to assist.)
Community Services Gabbi Coa	City Facility Reservations (i.e., HCC Auditorium, Community Room, outdoor spaces)	951-279-3782
Finance Department Roxann Sablan Vicky Pang	Lease Payments	951-736-2317
Information Technology Al Farland Paul de Jonckheere	Internet and Telephone	951- 279-3516 / 951- 279-3750
Police Department HOPE Team	Transients	951-736-2334 (PD non-emergency line)
UPDATED: 09-15-21		