

**FIRST AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(THE CORONA FIREFIGHTERS ASSOCIATION)**

1. PARTIES AND DATE.

This First Amendment to the City of Corona Historic Civic Center Lease Agreement ("First Amendment") is made and entered into this 5th day of April, 2017 by and between the City of Corona ("Landlord") and the Corona Firefighters Association, a not-for-profit organization ("Tenant"). Landlord and Tenant are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

2.1 Agreement. Landlord and Tenant entered into that certain City of Corona Historic Civic Center Lease Agreement dated February 12, 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 Amendment. Landlord and Tenant desire to amend the Agreement for the first time to extend the Term for three (3) years, commencing retroactively February 12, 2017 through February 28, 2019, and to delegate to the Community Development Director, or his/her designee, the authority to extend the Term an additional two (2) years under certain terms and conditions.

3. TERMS.

3.1 Section 3.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.2 Term. Unless terminated earlier as provided in Section 5 herein, the term of this Agreement shall commence February 12, 2014 ("Commencement Date") and continue for five (5) years until February 28, 2019 ("Term"). In addition, Tenant and Landlord (through its Community Development Director) may, at any time prior to February 28, 2019, mutually agree to amend this Agreement to extend the Term for an additional two (2) years through February 28, 2021 under the same terms and conditions as provided for herein."

3.2 Section 3.3.1 (Base 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 determined by multiplying the approximately 526 square feet of floor space of the Leased Premises by \$0.75 per square foot per month, in the amount of THREE HUNDRED NINETY-FOUR DOLLARS AND FIFTY CENTS (\$394.50) per month, without offset or deduction ("Base Rent"). The first payment of Base Rent shall be due on the

Commencement Date (“Rent Commencement Date”). If the Rent Commencement Date is not on the first (1st) day of a calendar month, then Tenant shall pay to Landlord, on or before the Rent Commencement Date, Tenant’s pro rata share of the Base Rent for that partial month pro-rated on the basis of a thirty (30) day month. 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. Commencing on March 1, 2018, the Base Rent shall be increased annually by the greater of: (1) three percent (3%); or (2) the annual percentage increase in the Consumer Price Index, all Urban Consumers, for the Los Angeles-Orange-Riverside County Area, as determined by the United States Department of Labor Statistics, or its successor, measured using the most recent June to June data.”

3.3 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.4 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 First Amendment.

3.5 Counterparts. This First 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
FIRST AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(THE CORONA FIREFIGHTERS ASSOCIATION)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Historic Civic Center Lease Agreement.

CITY OF CORONA

By: _____
Darrell Talbert
City Manager

Attest:: _____
Lisa Mobley
City Clerk

TENANT'S SIGNATURE PAGE FOR
FIRST AMENDMENT TO
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(THE CORONA FIREFIGHTERS ASSOCIATION)

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THE CORONA FIREFIGHTERS ASSOCIATION
a not-for-profit organization

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)