

**FOURTH AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CHRISTIAN ARTS AND THEATER)**

1. PARTIES AND DATE.

This Fourth Amendment to the City of Corona Historic Civic Center Lease Agreement (Christian Arts and Theater) ("Fourth Amendment") is made and entered into this 4th day of April, 2018 by and between the City of Corona ("Landlord") and Christian Arts and Theater, a California non-profit corporation ("Tenant"). This Agreement shall become retroactively effective as of January 1, 2018. Landlord and Tenant are sometimes individually referred to as "Party" and collectively as "Parties" in this Fourth Amendment.

2. RECITALS.

2.1 Agreement. Landlord and Tenant entered into that certain City of Corona Historic Civic Center Lease Agreement (Christian Arts and Theater) dated July 16, 2014 ("Agreement"), whereby Landlord 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. Landlord and Tenant entered into that certain First Amendment to City of Corona Historic Civic Center Lease Agreement (Christian Arts and Theater) dated November 19, 2014 ("First Amendment") to provide Tenant additional uses of the Historic Community Room every Thursday from 3pm to 7pm in exchange for paying to Landlord One Hundred and Fifty Dollars (\$150) per month.

2.3 Second Amendment. Landlord and Tenant entered into that certain Second Amendment to City of Corona Historic Civic Center Lease Agreement (Christian Arts and Theater) dated August 19, 2015 ("Second Amendment") to provide Tenant additional leasable area for storage purposes and to allow Tenant limited, non-exclusive rights to use certain City Cabling Infrastructure.

2.4 Third Amendment. Landlord and Tenant entered into that certain Third Amendment to City of Corona Historic Civic Center Lease Agreement (Christian Arts and Theater) dated July 20, 2016 ("Third Amendment") to terminate the additional uses of the Historic Community Room and reduce the leasable area for storage.

2.5 Fourth Amendment. Landlord and Tenant desire to amend the Agreement for the fourth time to reduce the Base Rent to \$0.55 per square foot from January 1, 2018 through July 31, 2019.

3. TERMS.

3.1 Base Rent. 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, in the amount as follows, without offset or deduction (“Base Rent”):

SUITE 110 (4,015 SF)	
August 1, 2014 to July 31, 2015	One Thousand Two Hundred Four Dollars and Fifty Cents (\$1,204.5) per month
August 1, 2015 to July 31, 2016	One Thousand Six Hundred Six Dollars (\$1,606.00) per month
August 1, 2016 to July 31, 2017	Two Thousand Seven Dollars and Fifty Cents (\$2,007.50) per month
August 1, 2017 to July 31, 2018	Two Thousand Four Hundred Nine Dollars (\$2,409.00) per month
August <u>January</u> 1, 2018 to July 31, 2019	Two Thousand Two <u>Eight</u> Hundred Eight <u>Ten</u> Dollars and Twenty-Five <u>Fifty</u> Cents (\$2, 208.25 <u>810.50</u>) per month
Five Year Extension Period August 1, 2019 to July 31, 2024	Market value as of August 1, 2019 and each August 1 st thereafter through 2023, as determined by the City in its sole and reasonable discretion with supporting data from a commercial real estate broker hired by the City. Notwithstanding the foregoing, in no event shall the Base Rent be less than Two Thousand Eight Hundred Ten Dollars and Fifty Cents (\$2,810.50) per month. The Tenant and Landlord (through its Administrative Services Director) will enter into amendments to this Agreement

	to document the increases in Base Rent.
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AUDITORIUM ATTIC STORAGE AREA (851 SF)	
August 1, 2016 to July 31, 2017	Two Hundred Twelve Dollars and Seventy-Five Cents (\$212.75) per month
August 1, 2017 to July 31, 2018	Two Hundred Fifty-Five Dollars and Thirty Cents (\$255.30) per month
August 1, 2018 to July 31, 2019	Two Hundred Fifty-Five Dollars and Thirty Cents (\$255.30) per month
Five Year Extension Period August 1, 2019 to July 31, 2024	Market value as of August 1, 2019 and each August 1 st thereafter through 2023, as determined by the City in its sole and reasonable discretion with supporting data from a commercial real estate broker hired by the City.

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."

3.2 Continuing Effect of Agreement. Except as amended by this Fourth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fourth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Fourth Amendment.

3.3 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 Fourth Amendment.

3.4 Counterparts. This Fourth 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
FOURTH AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CHRISTIAN ARTS AND THEATER)

IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment as of the first date written above.

CITY OF CORONA

By: _____
Darrell Talbert
City Manager

Attest: _____
Patty Rodriguez
Interim City Clerk

TENANT'S SIGNATURE PAGE FOR
FOURTH AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CHRISTIAN ARTS AND THEATER)

IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment as of the first date written above.

CHRISTIAN ARTS AND THEATER
a California non-profit corporation

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)