

CITY OF CORONA - HISTORIC CIVIC CENTER

**ASSIGNMENT, ASSUMPTION AND AMENDMENT OF
FENDER MUSEUM OF THE ARTS FOUNDATION LEASE AGREEMENT
(CORONA-NORCO FAMILY YMCA & FENDER MUSEUM OF THE ARTS FOUNDATION)**

1. PARTIES AND DATE

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF FENDER MUSEUM OF THE ARTS FOUNDATION LEASE AGREEMENT (hereinafter "Assignment") is entered into as of October 21, 2020 by and between THE CITY OF CORONA, a California municipal corporation (hereinafter "Landlord"), the FENDER MUSEUM OF THE ARTS FOUNDATION, a California nonprofit public benefit corporation ("Assignor") and THE CORONA-NORCO FAMILY YMCA, a non-profit organization (hereinafter "Assignee" or "Tenant"). Tenant, Assignor and Landlord are sometimes individually referred to as "Party" and collectively as "Parties" in this Assignment.

2. RECITALS

2.1 Property. Landlord is the owner of certain real property located at 815 West Sixth Street, in the City of Corona, County of Riverside, State of California, commonly referred to as the "Historic Civic Center" (the "Property").

2.2 Lease Agreement. Landlord and Assignor entered into a Lease Agreement for the Leased Premises (defined in Section 2.5 below) dated on or about July 24, 2013, which is attached hereto as Attachment "1" and incorporated herein by reference ("Original Lease").

2.3 First Amendment to Lease Agreement. Landlord and Assignor also entered into that First Amendment to the Original Lease on or about August 19, 2015 ("First Amendment"). The Parties are agreeing to include the terms of the First Amendment into the terms of this Assignment (Sections 2.2 and 3.3.1) and, therefore, are agreeing to terminate the First Amendment.

2.4 Second Amendment to Lease Agreement. Landlord and Assignor also entered into that Second Amendment to the Original Lease on or about March 16, 2016 ("Second Amendment"). By this Assignment, the Parties are agreeing not to continue the terms of the Second Amendment and, therefore, are agreeing to terminate the Second Amendment.

2.5 Leased Premises. Tenant desires to lease the following portions of the Property, as depicted in Attachment "2" attached hereto and incorporated herein by reference: (1) Suite 210 (1,775 SF), Suite 220 (1,926 SF) and Suite 230 (1,850 SF), consisting of approximately 5,552 SF in total; and (2) Basement 'A' – KRF Storage Room, consisting of approximately 343 SF (the "Leased Premises").

2.6 Current Rent and Other Charges. As provided in Sections 3.3.1 (Base Rent), 3.5 (Common Area Maintenance Charges) and 3.8 (Utilities; Janitorial Services), the Base Rent, CAM charges and internet access charge are subject to adjustment. As of the Effective Date, the various charges are: (1) Base Rent for Suites 210, 220 and 230 is \$0.8833/SF (\$4,904.08); (2) Base Rent for Basement 'A' – KRF Storage Room is \$0.3313/SF (\$113.64); (3) CAM charge for Suites 210, 220 and 230 is \$0.1971/SF (\$1,094.30); and (4) Internet charge is \$38.00.

2.7 Purpose of Assignment; General Administrative Use. The purpose of this Assignment is to not only assign all of benefits and obligations of the Original Lease to Assignee, but to also agree

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(CITY ATTY: 07-14)

EXHIBIT 1

upon certain amendments which will not only support certain administrative operations of Assignee which are necessary for it to fully and adequately assume the obligation to continue the Specific Use (defined in the Original Lease), including the Required Use (defined below), but which also represent additional consideration for Landlord's approval of this Assignment. Accordingly, for instance, this Assignment amends the Original Lease to allow Assignee to operate its general administrative activities unrelated to the Specific Use or Required Use in a portion of Suite 220, in exchange for monetary payments proportional to such use.

3. TERMS

3.1 Effective Date. This Assignment shall become effective as of July 1, 2020 ("Effective Date").

3.2 Assignment and Assumption. From and after the Effective Date, Assignee shall assume all of Assignor's benefits and obligations under the Original Lease, as further provided for herein and as amended pursuant to the terms of this Assignment. Except for the amendments provided for in this Assignment, all terms and conditions of the Original Lease shall remain in full force and effect.

3.3 Right of Possession; Allowed Uses. Section 3.1 (Right of Possession; Specific Use Exclusion) of the Original Lease is hereby deleted in its entirety and replaced with the following:

"3.1 Right of Possession; Specific Use & Required Use; Specific Use Exclusion. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises, on the terms and conditions hereinafter set forth in this Agreement, for the following uses only:

3.1.1 Specific Use; Required Use; Specific Use Exclusion. The specific use and purpose of providing music and visual arts instruction, including, but not limited to, the Required Use provided for herein ("Specific Use"). As part of the Specific Use, Tenant shall continue to operate a music instruction program which is substantially similar in substance to the "Kids Rock Free School of Music" program operated by the former Fender Museum of the Arts Foundation ("Required Use"). As part of the Required Use, Tenant shall continue to provide a variety of music and vocal classes and lessons for children and adults, shall continue to provide low cost music and vocal lessons, shall offer a scholarship program for kids at least as young as 7 and at least as old as 17, and shall continue to maintain the "no one is turned away for their inability to pay" policy. The Specific Use shall expressly exclude use of the Leased Premises for museum or exhibition purposes.

3.1.2 General YMCA Administrative Use. General administrative functions of the YMCA may be conducted in a portion of Suite 220, which the Parties have agreed represents approximately forty-eight percent (48%) of Suite 220 ("YMCA Admin Use"). The YMCA Admin Use shall expressly exclude any and all programmatic or other service oriented obligations or functions of the YMCA, including, without limitation, any

daycare services. The YMCA Admin Use shall also expressly exclude any and all other services which would violate the educational or assembly occupancy prohibitions of the Property. Tenant is also expressly excluded from conducting the YMCA Admin Use in any portion of the Leased Premises not specified in this Section 3.1.2.

3.1.3 Annual Review of General YMCA Administrative Use.

On or before January 15, 2022 and every January 15th thereafter, Tenant shall provide to Landlord, in a form approved by Landlord, a written list of Tenant's personnel assigned to the Leased Premises, which list shall include a full-time equivalency breakdown between those assigned to the Specific Use and those assigned to the YMCA Admin Use. Landlord and Tenant shall thereafter meet to inspect the Leased Premises and discuss whether the amount of space being used by Tenant for the YMCA Admin Use has changed. If either Party believes that such amount has changed, the Parties shall begin discussions about a possible adjustment to the percentage upon which the YMCA Admin Use is based in Section 3.1.2 above, as well as the corresponding necessary adjustments to the YMCA Admin Use Base Rent and the YMCA Admin Use CAM Charges ("Admin Use Adjustment"). The Parties shall negotiate in good faith regarding a possible Admin Use Adjustment to be effective as of July 1st of that year. On or before April 1st, Landlord's City Manager shall provide written notice to Tenant regarding whether Landlord believes an Admin Use Adjustment is necessary and, if so, the amount of the proposed Admin Use Adjustment. If Landlord does not believe that an Admin Use Adjustment is necessary and if Tenant agrees, then no further action is necessary. If Landlord believes that an Admin Use Adjustment is necessary and if the Admin Use Adjustment is acceptable to Tenant, it shall be documented in a writing executed by the City Manager and acknowledged by Tenant, and shall be implemented as of July 1st. If the Admin Use Adjustment is not acceptable to Tenant, on or before May 1st Tenant shall provide written notice to Landlord, along with a written explanation of the basis for its disagreement. Such information shall be presented to the City Council. The City Council shall consider the positions and provide direction regarding the Admin Use Adjustment. The City Council's determination shall be final, and the City Council shall direct the City Manager to document the Admin Use Adjustment in a writing executed by the City Manager and deliver it to Tenant. If the Admin Use Adjustment is finalized after July 1st, the Admin Use Adjustment shall be retroactively applied to July 1st.

3.1.4 Lease Space Occupancy Limitations. Notwithstanding anything herein to the contrary, in no event shall the square footage of the Leased Premises cause the occupancy limit at the Property to reach the Occupancy Threshold, as defined in

Section 3.12.1. If Landlord determines, in its sole and absolute discretion, that the size of the Leased Premises may result in the Occupancy Threshold being met or exceeded, the Leased Premises shall be reduced in size in accordance with Landlord's sole and absolute discretion, in which case, the Base Rent described in Section 3.3.1 and the CAM charges described in Section 3.5 shall be calculated based upon the reduced square footage of the Leased Premises, and an amendment to this Agreement shall be executed by the Parties in accordance with Section 7.5."

3.4 Base Rent. Section 3.3 (Rent) of the Original Lease is hereby deleted in its entirety and replaced with the following:

"3.3 Rent. All monetary obligations of Tenant to Landlord under the terms of this Agreement (except for the Security Deposit) are deemed to be rent ("Rent").

3.3.1 Specific Use Base Rent. As a component of Rent, Tenant shall pay to Landlord Base Rent for leasing a portion of the Leased Premises for purposes of the Specific Use, without offset or deduction, in the amount of FOUR THOUSAND TWO HUNDRED ONE DOLLARS AND THIRTEEN CENTS (\$4,201.13) per month ("Specific Use Base Rent"), broken down as follows:

(a) Suites 210-220-230: \$0.8833 per square foot for Suite 210 (1,776 SF), fifty-two percent (52%) of Suite 220 (52% of 1,926 = 1,001.52 SF) and Suite 230 (1,850 SF), or FOUR THOUSAND EIGHTY-SEVENDOLLARS AND FORTY-NINE CENTS (\$4,087.49); plus

(b) Basement Storage: \$0.3313 per square foot for the Basement 'A'- KRF Storage Room (343 SF), or ONE HUNDRED THIRTEEN DOLLARS AND SIXTY-FOUR CENTS (\$113.64).

3.3.2 YMCA Admin Use Base Rent. Landlord and Tenant have calculated that the YMCA Admin Use represents approximately forty-eight percent (48%) of Suite 220. Accordingly, as a component of Rent, Tenant shall pay to Landlord Base Rent for leasing a portion of the Leased Premises for purposes of the YMCA Admin Use, without offset or deduction, in the amount of SIX HUNDRED NONETY-THREE DOLLARS AND THIRTY-SIX CENTS (\$693.36) per month ("YMCA Admin Use Base Rent"), broken down as follows:

(a) Suite 220: \$0.75 per square foot for forty-eight percent (48%) of Suite 220 (48% of 1,926 = 924.48 SF).

3.3.3 Base Rent Defined; Timing of Payments. The Specific Use Base Rent and the YMCA Admin Use Base Rent may be collectively referred to as the “Base Rent” throughout this Agreement. 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. Base Rent shall either be credited to Landlord, as provided for in Section 3.3.5 below, or payment 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 Base 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.

3.3.4 Base Rent Annual Increases. The Specific Use Base Rent shall be increased by two percent (2%) each year on July 1st. The YMCA Admin Use Base Rent shall be increased by two percent (2%) each year on July 1st.

3.3.5 Rent Credit. Landlord has retained One Million Six Hundred Ninety Thousand Dollars (\$1,690,000.00) from the purchase price for Landlord’s acquisition from Tenant of certain real property in the City of Corona (“Rent Credit”). The Rent Credit shall be credited towards all of the following until the Rent Credit is fully depleted, at which time Tenant shall pay any and all obligations due and owing to Landlord in U.S. Dollars:

- (a) Specific Use Base Rent. The Specific Use Base Rent described in Section 3.3.1.
- (b) Specific Use CAM Charges. The Specific Use CAM Charges described in Section 3.5.
- (c) Internet Access Charges. Fifty-two percent (52%) of the internet access charges described in Section 3.8.
- (d) HCR Rent Credit Uses. Any of the HCR Rent Credit Uses which Tenants elects to use.
- (e) HCCA Rent Credit Uses. Any of the HCCA Rent Credit Uses which Tenants elects to use.

- (f) CC Rent Credit Uses. Any of the CC Rent Credit Uses which Tenants elects to use.
- (g) Other Amounts Owning Other Than Security Deposit. Any fees, charges or other amounts owing to Landlord under this Agreement which are related to the Specific Use; provided, however, that the Rent Credit cannot be credited towards Tenant's Security Deposit obligation described in Section 3.4, which must be paid in U.S. Dollars. Moreover, the Rent Credit may not be used for the YMCA Admin Use Base Rent, the YMCA Admin Use CAM Charges or any fees, charges or other amounts which are related to the YMCA Admin Use, which must be paid in U.S. Dollars.

3.3.6 No Cash Value for Rent Credit. The Rent Credit shall have no cash value to Tenant or any third party, as well as their successors and assigns. Tenant hereby forfeits any portion of the Rent Credit remaining after the expiration or termination of this Agreement. Accordingly, tenant expressly agrees to the following:

IN THE EVENT THIS AGREEMENT EXPIRES OR IS TERMINATED FOR ANY REASON PRIOR TO THE FULL DEPLETION OF THE RENT CREDIT, ALL OR ANY PORTION OF THE RENT CREDIT REMAINING SHALL BE ENTIRELY FORFEITED BY TENANT AND SHALL BE NULL AND VOID. TENANT SHALL RECEIVE NO COMPENSATION OR CONSIDERATION OF ANY KIND FOR THE UNUSED RENT CREDIT. TENANT SHALL HAVE NO RIGHT TO ASSIGN ITS RIGHT TO THE RENT CREDIT.

Tenant's Initials"

3.5 Common Area Maintenance Charges. Section 3.5 (Common Area Maintenance Charges) of the Original Lease is hereby deleted in its entirety and replaced with the following:

3.5 Common Area Maintenance Charges. During the Term of this Agreement, 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. Tenant's CAM charges shall be determined as follows:

3.5.1 Specific Use CAM Charges. \$0.1971 per square foot for Suite 210 (1,776 SF), fifty-two percent (52%) of Suite 220 (52% of 1,926 = 1,001.52 SF) and Suite 230 (1,850 SF), or NINE HUNDRED TWELVE DOLLARS AND EIGHT CENTS (\$912.08) (“Specific Use CAM Charges”).

3.5.2 YMCA Admin Use CAM Charges. \$0.205 per square foot for forty-eight percent (48%) of Suite 220 (48% of 1,926 = 924.48 SF), or ONE HUNDRED EIGHTY-NINE DOLLARS AND FIFTY-TWO CENTS (\$189.52) (“YMCA Admin Use CAM Charges”).

3.5.3 Timing of Payments. The Specific Use Cam Charges and the YMCA Admin Use CAM Charges shall be due and payable at the same time as the Base Rent.

3.5.4 CAM Charges Annual Increases. The Specific Use CAM Charges shall be increased by three percent (3%) each year on February 1st. The YMCA Admin Use CAM Charges shall be increased by three percent (3%) each year on July 1st.”

3.6 Acknowledgement of Lease Terms Including Initialed Sections. In addition to initialing the new Section 3.3.6 (No Cash Value for Rent Credit) above (within Section 3.4 of this Assignment), by initialing below, Tenant represents that it has read, understands and agrees to all of the terms of the Original Lease, including, but not limited to, the following sections which had to be expressly initialed by Assignor:

Section 3.3.3 (No Cash Value for Rent Credit)

Section 3.24 (Assumption of Risk, Waiver, and Landlord’s Non-Liability)

Section 3.29 (Taxable Possessory Interests)

Tenant’s Initials

3.7 Historic Community Room. Section 3.13.3 (Historic Community Room) of the Original Lease is hereby deleted in its entirety and replaced with the following:

“3.13.3 Historic Community Room. Currently, the Suite 120 area, commonly referred to as the “Historic Community Room” (“Historic Community Room”), is not included in the Property’s Common Areas. However, during the term of this Agreement, Tenant shall be eligible to: (1) use Rent Credit to compensate Landlord for use of the Historic Community Room up to two (2) days per month, with no maximum hours per day, so long as the use is related to the Specific Use (“HCR Rent Credit Uses”); and (2) use the Historic Community Room at no cost to Tenant (and without using Rent Credit) one (1) day per month, for up to three (3) consecutive hours, so long as the use is related to the YMCA Admin Use. Any additional uses shall be paid in U.S. Dollars and shall

be subject to all applicable usage and rental charges established by the Landlord for use of the Historic Community Room. Notwithstanding the foregoing, Tenant's use of the Historic Community Room shall be contingent upon Tenant's compliance with such reasonable rules, regulations and scheduling requirements as the City of Corona Parks and Community Services Department may from time to time impose, including, but not limited to, submission and approval of a City of Corona facilities permit. Tenant acknowledges that the City does not guarantee that the Historic Community Room will be available at the times Tenant wishes to use it, or at all. Tenant expressly understands, acknowledges and agrees that Landlord shall not be liable or responsible in any manner for any property owned, used or maintained by Tenant or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Property and/or Leased Premises on behalf of or in connection with Tenant's presence or activities under this Agreement, or any other property for which any of them is or may be responsible, which is located, stored or left in the Historic Community Room, either with or without permission of the Landlord, and Tenant hereby assumes the risk and waives all claims and demands, pursuant to Section 3.24 below, and shall defend, indemnify and hold harmless, pursuant to Sections 3.25 and 3.26 below, the Indemnified Parties (as defined in Section 3.25) for anything that may happen to such property."

3.8 Historic Civic Center Auditorium. Section 3.13.4 (Historic Civic Center Auditorium) of the Original Lease is hereby deleted in its entirety and replaced with the following:

"3.13.4 Historic Civic Center Auditorium. Currently, the portion of the Property commonly referred to as the "Historic Civic Center Auditorium" ("Historic Civic Center Auditorium") is not included in the Property's Common Areas. However, during the term of this Agreement, Tenant shall be eligible to use Rent Credit to compensate Landlord for use of the Historic Civic Center Auditorium for up to three (3) special events per year, so long as the event is related to the Specific Use ("HCCA Rent Credit Uses"). For purposes of this Section 3.13.4, if an event encompasses more than one (1) calendar day, each day shall be considered a separate event. Any additional events shall be paid in U.S. Dollars and shall be subject to all applicable usage and rental charges established by the Landlord for use of the Historic Civic Center Auditorium. Notwithstanding the foregoing, Tenant's use of the Historic Civic Center Auditorium shall be contingent upon Tenant's compliance with such reasonable rules, regulations and scheduling requirements as the City of Corona Parks and Community Services Department may from time to time impose, including, but not limited to, submission and approval of a City of Corona facilities permit. Tenant acknowledges that the City does not guarantee that the Historic Civic Center Auditorium will be available at the times Tenant wishes to use it, or at all. The sale and on-site consumption of alcoholic beverages, subject to Tenant obtaining the appropriate authorization from the City of Corona and an applicable ABC license, will be supported by the Landlord's staff for Tenant's special events held at the Historic Civic Center Auditorium. Tenant expressly understands, acknowledges and agrees that Landlord

shall not be liable or responsible in any manner for any property owned, used or maintained by Tenant or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Property and/or Leased Premises on behalf of or in connection with Tenant's presence or activities under this Agreement, or any other property for which any of them is or may be responsible, which is located, stored or left in the Historic Civic Center Auditorium, either with or without permission of the Landlord, and Tenant hereby assumes the risk and waives all claims and demands, pursuant to Section 3.24 below, and shall defend, indemnify and hold harmless, pursuant to Sections 3.25 and 3.26 below, the Indemnified Parties (as defined in Section 3.25) for anything that may happen to such property."

3.9 Community Center. Section 3.14 (Community Center) of the Original Lease is hereby deleted in its entirety and replaced with the following:

"3.14 Community Center. Landlord owns and operates a Community Center located at 365 North Main Street, Corona, California, and included within the Community Center is an area depicted as the "Buyer Controlled Space" in Exhibit "D" attached hereto and incorporated herein by reference ("Community Center Buyer Controlled Space"). During the term of this Agreement, Tenant shall be eligible to use Rent Credit to compensate Landlord for use of the Community Center Buyer Controlled Space for up to three (3) special events per year, so long as the event is related to the Specific Use ("CC Rent Credit Uses). For purposes of this Section 3.14, if an event encompasses more than one (1) calendar day, each day shall be considered a separate event. Any additional events shall be paid in U.S. Dollars and shall be subject to all applicable usage and rental charges established by the Landlord for use of the Community Center Buyer Controlled Space. Notwithstanding the foregoing, Tenant's use of the Community Center Buyer Controlled Space shall be contingent upon Tenant's compliance with such reasonable rules, regulations and scheduling requirements as the Landlord's Library and Recreation Services Department may from time to time impose, including, but not limited to, submission and approval of a City of Corona facilities permit. Tenant acknowledges that the City does not guarantee that the Community Center Buyer Controlled Space will be available at the times Tenant wishes to use it, or at all. The sale and on-site consumption of alcoholic beverages, subject to Tenant obtaining the appropriate authorization from the city of Corona and an applicable ABC license, will be supported by the Landlord's staff for Tenant's special events held at the Community Center Buyer Controlled Space. Tenant expressly understands, acknowledges and agrees that Landlord shall not be liable or responsible in any manner for any property owned, used or maintained by Tenant or its agents, customers, employees or invitees, or any other property for which any of them is or may be responsible, which is located, stored or left in the Community Center Buyer Controlled Space, either with or without permission of the Landlord, and Tenant hereby assumes the risk and waives all claims and demands, pursuant to Section 3.24 below, and shall defend, indemnify and hold harmless, pursuant to Sections 3.25 and 3.26 below, the

Indemnified Parties (as defined in Section 3.25) for anything that may happen to such property.”

3.10 Default; Breach. Section 5.1 (Default; Breach) of the Original Lease is hereby deleted in its entirety and replaced with the following:

“5.1 Default; Breach. A “Default” is defined as a failure by the Tenant to comply with or perform any of the terms, covenants, or conditions of this Agreement. A “Breach” is defined as the occurrence of one or more of the following Defaults, and the failure of Tenant to cure such Default within any applicable grace period:

5.1.1 Abandonment. The abandonment of the Leased Premises; or the vacating of the Leased Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance required by this Agreement is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

5.1.2 Failure to Pay. The failure of Tenant to make any payment of Rent or any Security Deposit required to be made by Tenant hereunder, whether to Landlord or to a third party, when due.

5.1.3 Failure to Provide Insurance. The failure of Tenant to provide reasonable evidence of insurance or to fulfill any obligation under this Agreement which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Tenant.

5.1.4 Default. A Default by Tenant as to the terms, covenants, conditions or provisions of this Agreement, other than those described above, where such Default continues for a period of three (3) days after written notice.

5.1.5 Misrepresentation. The discovery by Landlord that any financial statement of Tenant given to Landlord was materially false.

5.1.6 Breach of Guarantor. If the performance of Tenant’s obligations under the Agreement are guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor’s liability with respect to this Agreement other than in accordance with the terms of such guaranty, (iii) a Guarantor’s becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor’s refusal to honor the guaranty, or (v) a Guarantor’s breach of its guaranty obligation on an anticipatory basis, and Tenant’s failure, within thirty (30) days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Tenant, equals or exceeds the combined financial resources of Tenant and the Guarantors that existed at the time of execution of this Agreement.

5.1.7 Required Use. The failure of Tenant to perform the Required Use to the reasonable satisfaction of the Landlord, where such failure continues for a period of fourteen (14) calendar days following written notice to Tenant.”

3.11 Notice. Section 7.3 (Notice) of the Original Lease is hereby deleted in its entirety and replaced with the following:

“7.3 Notice. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally, by email, or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section. Notices transmitted by electronic mail transmission shall be deemed delivered upon being sent, but only if no message of unavailability or undeliverability is received. If notice is deemed received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. Any notices required to be given by Landlord under this Agreement, including but not limited to those required pursuant to Section 5, shall be in lieu of, and not in addition to, the notices required by California’s Unlawful Detainer Statutes (Civil Code of Procedure section 1161 et seq.).

Landlord:

Jacob Ellis
City Manager
City of Corona
400 S. Vicentia Avenue
Corona, CA 92882
Email:
Jacob.Ellis@CoronaCA.gov

Tenant:

Yolanda Carrillo
Executive Director/CEO The Corona-
Norco Family YMCA 427 E. Grand
Blvd.
Corona, CA 92879
Email:
carrillo@ymcacornor.org”

3.12 Termination of the First Amendment. The First Amendment is hereby terminated in its entirety.

3.13 Termination of the Second Amendment. The Second Amendment is hereby terminated in its entirety.

3.14 Memorandum of Lease. The Landlord may record in the Riverside County Recorder’s Office this Assignment or a memorandum of this Assignment in a form approved by the City Attorney, which memorandum shall be lawfully executed by Tenant upon request by Landlord.

3.15 Continuing Effect of Agreement. Except as amended by this Assignment, all provisions of the Agreement shall remain unchanged and in full force. Whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Assignment.

3.16 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.

3.17 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 NEXT TWO PAGES]

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(CORONA-NORCO FAMILY YMCA & FENDER MUSEUM OF THE ARTS FOUNDATION)**

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Attest: _____
Sylvia Edwards
City Clerk

APPROVED AS TO FORM:

By: _____
Dean Derleth
City Attorney

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**CORONA-NORCO FAMILY YMCA
a non-profit organization**

By: _____
Glen Fletcher
President

APPROVED AS TO FORM:

By: _____
Dave Saunders
Attorney

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**FENDER MUSEUM OF THE ARTS FOUNDATION
a California non-profit public benefit corporation**

By: _____
Signature

Name (Printed)

Title

By: _____
Signature

Name (Printed)

Title

ATTACHMENT "1"

ORIGINAL LEASE AGREEMENT DATED JULY 24, 2013

[SEE ATTACHED 35 PAGES]

ATTACHMENT "2"

**3 MAPS OF THE PROPERTY DEPICTING THE
LEASED PREMISES & SOME COMMON AREAS**

[SEE ATTACHED 3 PAGES]