FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this “Amendment”) is made and entered into as of ________________, 2017, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”), and CORONA MEDICAL ARTS PLAZA, LLC, a California limited liability company (“Lessor”).

RECITALS:

A. Lessor and County entered into that certain Lease dated effective as of September 13, 2016 (the “Lease”), whereby Lessor leased to County and County leased from Lessor certain real property located at 2813 S. Main Street, Corona, California (the “Premises”).

B. By this Amendment, Lessor and County desire to modify the Lease as provided herein.

C. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given there to in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Section 17.4.2 of the Lease is hereby deleted and replaced with the following:

17.4.2 Cure by County; Lessor Remedies

In the event County fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that County shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by Lessor; provided, further, however, that in the event such breach or default is not corrected within thirty (30) days after such notice, Lessor shall provide an additional fifteen (15) days’ notice to County that it intends to exercise Lessor’s remedies, Lessor may at any time thereafter, and without limiting Lessor in the exercise of any additional rights or remedies:

(i) Exercise the remedies described in California Civil Code Section 1951.2, including, without limitation, the right to recover the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that County proves could be reasonably avoided, as computed pursuant to subdivision (b) of said Section 1951.2; and/or
(ii) So long as Lessor has not terminated County's right to possession of the Premises, exercise the remedies described in California Civil Code Section 1951.4, including, without limitation, the right to collect, by suit or otherwise, each installment of rent or other sums that become due hereunder, or to enforce, by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of County to be performed or observed; and/or

(iii) Exercise any other rights or remedies, in law or in equity, available to Lessor."

2. Section 5.3 of the Lease is hereby added as follows:

5.3 Direction of Payment of Rent to Alternate Payee. Upon receipt of a certified letter from Lessor and its lender, Wells Fargo Bank Northwest, National Association, as Trustee for the registered certificate holders from time to time, of the CTL Pass-Through Trust, Series 2016 (Corona, Riverside County) ("Lender") so directing, County will transmit future rent payments via wire transfer as follows:

Name of Bank: Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, California 94163

ABA No.: 121-000-248
Account No.: 051-0922115
Attention: Corporate Trust Department
Reference: Corona Medical Arts 54127

Lessor and Lender shall be entitled to terminate said redirection of rents upon a subsequent certified letter received by County. County shall have no liability whatsoever for any damage, liabilities, losses or any other consequences that Lessor or Lender may incur as a result of any rent payment so directed.

3. **No Further Modification.** Except as set forth in this Amendment, all of the terms and provisions of the Lease shall apply to the Premises and shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the “Lease” shall refer to the Lease as amended by this Amendment.

4. **Counterparts.** This Amendment may be exercised in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

5. **Successors and Assigns.** The Lease, as amended hereby, shall apply to and bind Lessor and County and their respective successors and assigns.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LESSEE:
COUNTY OF RIVERSIDE

By: _____________________________
    Chairman
    Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____________________________

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____________________________
    Deputy County Counsel

LESSOR:
CORONA MEDICAL ARTS PLAZA, LLC

By: _____________________________
    Richard Boureston

By: _____________________________
    Brandon Sudweeks

CC:tg/050917/CR042/18.894