

**FOURTH AMENDMENT TO THE LEASE
APN 090-164-37
12900 Euclid Street
Garden Grove, CA 92840**

This is the FOURTH AMENDMENT OF LEASE AGREEMENT ("Fourth Amendment") made and entered into by and between the **CITY OF GARDEN GROVE**, a municipal corporation ("Landlord") and **STEELCRAFT GARDEN GROVE LP**, a Delaware limited liability company ("Tenant"), effective as of _____, 2021.

RECITALS

A. WHEREAS, the Landlord and SteelCraft Long Beach, LP entered into that certain Lease Agreement, dated June 13, 2017 ("Lease"), for the Lease of City-owned property ("Property") identified as APN 090-164-37, located at 12900 Euclid Street, Garden Grove, 92840 for the development of a multi-tenant, outdoor commercial retail and food court use occupying modified shipping containers; and

B. WHEREAS, effective June 13, 2017, the Tenant assumed all rights, obligations, and liabilities as Tenant under the Lease; and

C. WHEREAS, Article 20 of the Lease stipulates that the Lease may be modified by written amendment executed by Landlord and Tenant; and

D. WHEREAS, the Lease was amended as to Tenant's contact information and assigned to Tenant by the Consent to Assignment and Amendment of Lease dated April 16, 2018; and

E. WHEREAS, the Lease was amended as to Tenant's term as to permit extensions up to 55-years of Lease dated November 26, 2019; and

F. WHEREAS, the lease was amended on May 12, 2020 to provide Tenant rent deferral for a 12-month period with an option for an additional 6-month deferral, with repayment over a five-year period commencing on April 2021, and waiver of CPI adjustment during the deferral period, and

G. WHEREAS, the Landlord and Tenant desire to further amend the Lease to modify the terms thereof subject to the terms set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions of this Fourth Amendment, Landlord and Tenant mutually agreed as follows:

1. The monthly rental amount of \$8,120 is hereby paused for an additional 6-month period, for a total 18-month period at no-interest, continuing from April 1, 2021 through September 30, 2021, to be repaid to the City over a five-year period, with repayment commencing October 1, 2021.

2. The Consumer Price Index increase to the monthly rent is hereby waived through the deferral period, and

3. All other terms, covenants, and conditions set forth in the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Amendment No. 4 to be executed by their officers duly authorized on the dates set forth opposite their signatures, below.

"LANDLORD"
CITY OF GARDEN GROVE, a municipal corporation

Date: _____

By: _____
Scott C. Stiles
City Manager

ATTEST:

By: _____
Teresa Pomeroy
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Omar Sandoval
City Attorney

Date: _____

"TENANT"
STEELCRAFT GARDEN GROVE LP,
A California limited partnership

By: _____

Name: _____

Title: _____