Lease

This Lease is made and entered into by and between the IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (hereinafter referred to as "LANDLORD") and AMVETS POST 113, a Federally Chartered Veterans Association (hereinafter referred to as "TENANT").

1. **Premises.** LANDLORD hereby agrees to lease to TENANT and TENANT agrees to lease from LANDLORD that certain real property located in the City of Irwindale, California, commonly known by the street address of 14190 Los Angeles Street, hereinafter referred to as "the Premises", all as more particularly described in the plat attached hereto as Exhibit "A" and by this reference made a part hereof. Said Lease is subject to the terms, covenants and condition hereinafter set forth and TENANT covenants, as a material part of the consideration for this Lease, to keep and perform each and every term, covenant and condition of said Lease.

2. **Term.** The term of this Lease shall be for five (5) years, commencing on February 1, 2005, and ending on January 31, 2010. Upon termination of this Lease, TENANT shall quit the Premises and leave the same in a broom-clean condition.

3. **Rent.** TENANT agrees to pay to LANDLORD rental, without prior notice or demand by LANDLORD, in the sum of One Thousand Two Hundred Fifty Dollars ($1,250) per month in advance on or before the first day of each calendar month during the term of this Lease. Rent for any period during the term hereof which is for less than one (1) month shall be a prorated portion of the monthly payment required herein, based upon a thirty (30) day month. Said rental shall be paid to LANDLORD, without deduction or offset, in lawful money of the United States of America, at 5050 N. Irwindale Avenue, Irwindale, California 91706, or at such other place as LANDORD may designate, in writing.

   In further consideration for the making of this Lease, and the reduced rental hereunder, TENANT agrees to use of the Premises by the City of Irwindale and its residents as specified in Exhibit "B" attached hereto and by this reference incorporated herein.

4. **Use.** TENANT shall use the Premises as a meeting hall and recreational facility and shall not use or permit the Premises to be used for any other purpose without the prior written consent of LANDLORD. TENANT shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering the

cc: Finance 04.05.05

Premises or part thereof or portion of its contents. TENANT shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other parties or injure or annoy them or use or allow or permit the premises to be used for any improper, immoral, unlawful or objectionable purpose. Nor shall TENANT cause, maintain or permit any nuisance in or about the Premises. TENANT shall not commit or suffer to be committed any waste in or upon the Premises. TENANT shall not permit any adult related uses, activities or entertainment on the Premises without prior City Council approval, duly given at a public meeting.

5. **License Areas.**

A. Parking Lot. LANDLORD hereby grants to TENANT an irrevocable, non-exclusive license to use and maintain the portion of the parking lot adjacent to the Premises, as shown on Exhibit "A," for parking for TENANT's agents, employees, representatives and invitees ("Parking Lot License"). The term of the Parking Lot License shall be for the duration of the Lease Term including any extensions. The Parking Lot license shall be subject to the rights of the City of Irwindale ("City") to use the parking lot in conjunction with the City's use of the Premises as described in Exhibit "B" attached hereto.

B. Landscaped Area. LANDLORD hereby grants to TENANT an irrevocable, non-exclusive license to maintain the landscaped area adjacent to and immediately north of the main building, as shown on Exhibit "A" ("Landscaped Area License"). The term of the Landscaped Area License shall be for the duration of the Lease Term including any extensions.

6. **Compliance with Law.**

A. TENANT shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statue, ordinance or other governmental rule or regulation now in force or which may hereinafter be enacted or promulgated. TENANT shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and other governmental rules, regulations or requirements now in force or which may hereinafter be enacted or promulgated, and with the requirements of any board of fire insurance underwriters of other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, TENANT's improvements and acts. The judgment of a court of competent jurisdiction or the admission by TENANT in any action against TENANT, whether LANDLORD be a party thereto or not, that TENANT has violated any law, statute, ordinance or any

other governmental rule or regulation shall be conclusive of that fact as between LANDLORD and TENANT.

B. Subject to the provisions hereof pertaining to subleasing and assignment, TENANT shall refrain from restricting the rental of the Premises or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such rental contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

> "There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

7. **Alterations and Additions.** Tenant shall not make or suffer to be made any alterations, additions or improvements in or to or about the Premises or any part thereof without the written consent of LANDLORD first had and obtained. Any alterations, additions or improvements in, to or about the Premises including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the term hereof become a part of the realty and belong to LANDLORD and shall be surrendered with the Premises. In the event LANDLORD consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by TENANT at TENANT'S sole cost and expense, and any contractor or person selected by TENANT to make the same must first be approved of, in writing, by LANDLORD. Upon the expiration or sooner termination of the term hereof, TENANT shall, upon written demand by LANDLORD given at least twenty (20) days prior to the end of the term, at TENANT'S sole cost and expense, forthwith and with all due diligence remove any alterations, additions, or improvements made by TENANT, designated by LANDLORD to be removed, and TENANT shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises caused by such removal.

8. **Physical Condition of Premises; Waiver.**

A. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises as being in good sanitary order,

condition and repair. TENANT shall, at TENANT'S sole cost and expense, keep the Premises and any part thereof in good condition and repair. TENANT shall, upon the expiration or sooner termination of this Lease, surrender the Premises to LANDLORD in good condition. LANDLORD shall have no obligation whatsoever to alter, improve or repair the Premises, or any part thereof, and the parties hereto affirm that LANDLORD has made no representations to TENANT respecting the condition of the Premises except as specifically set forth herein. TENANT further agrees that is shall submit to LANDLORD, prior to applying for any permits to renovate, reconstruct, improve, alter or in any way modify the Premises, plans and specifications for LANDLORD'S approval.

B. LANDLORD shall not be liable for any failure to make any such repairs, or to perform any maintenance except as specifically provided herein. Except as may otherwise be provided herein, there shall be no abatement of rent and no liability of LANDLORD by reason of any injury to or interference with TENANT's business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises or in or to any fixtures, appurtenances and equipment therein. TENANT hereby specifically waives the right to make repairs at LANDLORD's expense under any law, statute or ordinance now or hereafter in effect.

C. TENANT shall accept possession of the Premises, in an "as is" physical condition with no warranty, express or implied, by LANDLORD as to the condition of the soil, its geology, the presence of known or unknown faults, its suitability for the use intended by the TENANT, any onsite soils contamination or any similar matters. It shall be the sole responsibility and obligation of TENANT to investigate and correct any adverse soil, surface or subsurface conditions to the Premises in a condition entirely suitable for the use intended by TENANT and agreed to by LANDLORD as is set forth herein.

D. TENANT hereby specifically waives any rights TENANT may have against LANDLORD with regard to the condition of the Premises, including, but not limited to, soils, toxic or hazardous materials, fill material, compaction, geologic constraints and faults. TENANT also further agrees to indemnify and hold harmless LANDLORD form and against any and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, cost and expenses (including without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses and accountants) and all foreseeable and unforeseeable consequential damages which might arise or be asserted against LANDLORD as a result of a

claimed violation of any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 96601 through 9657, inclusive; Transportation of Hazardous Materials and Wastes (HMTA), 49 U.S.C. App. 1801 through 1813, inclusive; the Federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901 through 6992, inclusive; 40 C.F.R. Parts 260 through 271, inclusive; the California Hazardous Substance Account Act (HSAA0, California Health and Safety Code 25300 through 25395, inclusive; the California Hazardous Waste Control Act (HWCA), California Health and Safety Code 25100 through 25249, inclusive; the Porter-Cologne Water Quality Control Act, California Water Code 13000 through 13999.16, inclusive; and the Underground Storage Tank Act (USTA), California Health and Safety Code 24280 through 24299.7, inclusive, all as the same may be amended from time to time, relating to the environment or to any hazardous substance, activity or material connected with the condition of the Premises. This environmental indemnity shall survive the expiration or termination of this Lease as to activities taking place or occurring on or about the Premises prior to such expiration or termination.

SAID WAIVER IS SPECIFICALLY AGREED TO BY TENANT.

By: _____

E. LANDLORD shall, upon request and at TENANT'S cost, provide to TENANT copies of all reports, studies, surveys and other data and information on the Premises which is now available to LANDLORD. LANDLORD represents that it has no information disclosable pursuant to California Health and Safety Code 25359.7 (a).

9. **Claims Against Premises.** TENANT shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from, of any claim for any work of construction, repair, restoration, replacement or improvement of or to the Premises or any other claim or demand howsoever the same nay arise, but TENANT shall pay or cause to be paid any and all such claims or demands before any action is brought to enforce the same against the Premises. TENANT agrees to indemnify and hold LANDLORD AND THE premises free and harmless of all liability for any and all such claims and demands, together with LANDLORD's reasonable attorneys' fees and all costs and expenses in connection therewith.

10. **Maintenance of Premises and License Areas.** TENANT agrees to maintain the Premises, the Landscaped Area License area, and the Parking Lot License area , as indicated in Exhibit "C" hereto, and by this reference incorporated herein and made a part hereof. Maintenance of said areas shall be to the reasonable satisfaction of LANDLORD.

11. **Utilities.** TENANT shall pay the cost of any and all water, electrical, gas or other utility services delivered to the Premises during the term hereof and shall have such utilities installed and/or connected and maintained at TENANT's sole cost and expense.

12. **Taxes.** TENANT shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of TENANT's possessory interest in and to the Premises, leasehold improvements, equipment, furniture fixtures and personal property located in or about the Premises. TENANT agrees that, without prior demand or notice by LANDLORD, TENANT shall, not less than fifteen (15) days prior to the day upon which any such possessory interest or other such tax is due, provide LANDLORD with proof of payment of such tax.

13. **Rules and Regulations.** TENANT shall faithfully observe and comply with all the rules and regulations that LANDLORD shall from time to time promulgate. LANDLORD reserves the right from time to time to make all reasonable modifications to said rules and regulations. The additions and modifications to those rules and regulations shall be binding upon TENANT upon delivery of a copy thereof the TENANT.

14. **Holding Over.** If TENANT remains in possession of the Premises or any part thereof after the expiration of the term hereof, with the express written consent of LANDLORD, such occupancy shall be a tenancy from month-to-month.

15. **Entry by LANDLORD.** TENANT hereby agrees that representatives of the LANDLORD, as designated by LANDLORD's Executive Director, shall, during normal business hours, have the right to enter the Premises and inspect the same to determine if the same complies with each and every term and condition of this Lease and with all applicable City, County, State and Federal laws, rules, ordinances and regulations relating to building occupancy and the conduct of TENANT's business. TENANT hereby waives any claim for damages or for any injury or inconvenience to or interference with TENANT's business, any loss of occupancy or quiet enjoyment of the Premises, and any loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT's vaults, safes and files, and

LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to TENANT except for any failure to exercise due care for TENANT's property. Any entry to the Premises obtained by LANDLORD by any of said reasons, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the premises or any portion thereof.

16. **Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by TENANT:

A. Vacating or abandonment of the Premises by TENANT;

B. The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by LANDLORD to TENANT;

C. A failure by TENANT to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by TENANT, other than as described in subparagraph 15.B., above, where such failure shall continue for a period of twenty (20) days after written notice thereof by LANDLORD to TENANT; provided, however, that if the nature of the default involves such that more than thirty (30) days are reasonably required for its cure, then TENANT shall not be deemed to be in default if TENANT commences such cure within such thirty (3) day period and thereafter diligently prosecutes said cure to completion; or

D. The making by TENANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of TENANT's assets located in or about the Premises or of TENANT'S interest in this Lease, where possession is not restored to TENANT within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of TENANT'S assets located in or about the premises or of TENANT's interest in this Lease, where such seizure is not discharged in thirty (30) days.

17. **Remedies in Default.** In the event of any such material default of breach by TENANT, LANDLORD may at any time thereafter and without notice or demand and, without limiting LANDLORD in the exercise of a

right or remedy LANDLORD may have by reason of such default or breach:

Terminate TENANT's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event, LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, for reasonable attorneys, fees and costs, any real estate commission actually paid, or the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that TENANT proves could be reasonably avoided. Unpaid installments of rent or other sums shall bear interest from due date thereof at the rate of eighteen percent (18%) per annum or at the maximum legal rate then in effect in California, whichever is higher. In the event TENANT shall have abandoned the Premises, LANDLORD shall have the option of (1) taking possession of the Premises and recovering from TENANT the amount specified in this subparagraph, or (2) proceeding under the provisions of the following subparagraphs.

Maintain TENANT's right to possession, in which case this Lease shall continue in effect whether or not TENANT shall be entitled to enforce all of LANDLORD's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder.

Pursue any other remedy now or hereafter available to LANDLORD under the laws or judicial decisions of the State of California. Furthermore, TENANT agrees that no election by LANDLORD as to any rights or remedies available hereunder or under or pursuant to any law or judicial decisions of the State of California shall be binding upon LANDLORD until the time of trial of any such action or proceeding.

18. **Eminent Domain.** If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its potion, to terminate this Lease, and LANDLORD shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and TENANT shall have no claim against LANDLORD for the value of any unexpired term of this Lease. If either less than or more than twenty-five percent (25%) of the Premises is

taken, and neither party elects to terminate as herein provided, the rental thereafter to be paid shall be equitably reduced.

19. **Offset Statement.** TENANT shall, at any time and from time to time upon not less than ten (10) days' prior written notice from LANDLORD, execute, acknowledge and deliver to LANDLORD a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD hereunder, or specifying such defaults on the part of LANDLORD hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of which the Premises are a part.

20. **Assignment and Subletting.** TENANT shall not assign or transfer this Lease or any right here under to any other party or parties nor shall TENANT sublet all or any portion of the Premises without first obtaining the written consent of LANDLORD. Any assignment or subletting of the Premises without such prior written consent shall be void for all purposes and LANDLORD may, at its option, declare a forfeiture of the same in any manner provided by law. Consent to any such assignment or subletting shall be at LANDLORD's sole discretion and LANDLORD is not required hereunder to consent to any such proposed assignment of subletting of the Premises.

21. **Attorneys' Fees.** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

22. **Fixtures.** All trade fixtures and/or temporary facilities installed or on the Premises by TENANT may be removed by TENANT at any time during the term of this Lease so long as the same may be removed without permanent damage to the Premises. TENANT shall repair all damage which may result therefrom to the reasonable satisfaction of LANDLORD.

23. **Indemnification.** TENANT agrees to defend, indemnify and hold LANDLORD and its elected and/or appointed officials, officers, agents and employees free and harmless from all claims for damage to persons or property by reason of TENANT's negligence or TENANT's acts or those of TENANT's employees, agents, quests or invitees in connection with TENANT's use, maintenance, and occupancy of the Premises, the Landscaped Area License, or the Parking Lot License.

24. **Insurance.**

A. Fire and Extended Coverage.

1. TENANT's Duty to Keep Improvements Insured.

Throughout the term hereof, at TENANT's sole cost and expense, TENANT shall keep or cause to be kept insured, for the mutual benefit of LANDLORD and TENANT, all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or thereafter included in an extended coverage endorsement in common use for such structures, including vandalism and malicious mischief. The amount of insurance shall be no less than One Hundred Thousand Dollars ($100,000.00). LANDLORD shall not carry any insurance the effect of which would be to reduce the protection or payment to TENANT under any insurance that this Lease obligates TENANT to carry. TENANT shall include the holder of any mortgage on the Lease as a loss payee to the extent of that mortgage interest.

2. Proceeds of Fire and Extended Coverage Insurance LANDLORD shall, at TENANT's sole cost and expense, cooperate fully with TENANT to obtain the largest possible recovery, and all policies of fire and extended coverage insurance required by subparagraph 23.A.1, above, shall provide that the proceeds shall be paid to TENANT as follows:

a. The proceeds shall be deemed to be held in trust by the recipient to the uses and purposes prescribed by this Lease.

b. Disbursement of proceeds for repair, restoration, or reconstruction of improvement shall be made monthly on architect's certificates until all the work is completed and accepted; provided, however, that such disbursements shall not exceed ninety percent (90%) of the work in place until completion, acceptance, expiration of time for lien claims, and elimination of all liens claimed.

c. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair, and reconstruction of improvements shall be the sole property of TENANT.

B. Commercial General Liability Insurance. Throughout the term hereof, at TENANT's sole cost and expense, TENANT shall keep or cause to be kept in full force and effect, for the mutual benefit of LANDLORD and tenant, comprehensive broad form commercial general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, disuse, or condition of

the Premises, improvement, adjoining areas or ways, the Landscaped Area License, or the Parking Lot License, providing protection of at least One Million Dollars ($1,000,000.00) for bodily injury or death to any one (1) person, One Million Dollars ($1,000,000.00) for any one (1) accident or occurrence and at least Five Hundred Thousand Dollars ($500,000.00) for property damage.

C. Policy Form, Contents and Insurer. All insurance required by express provision of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall contain language to the effect that: (1) the policies are primary and noncontributing with any insurance that may be carried by LANDLORD, and (2) they cannot be canceled or materially altered except after thirty (30) days' notice by the insurer to LANDLORD. TENANT shall furnish LANDLORD with copies of all such policies promptly upon receipt of them, or endorsements evidencing the insurance. TENANT may effect for its own account any insurance not required under this Lease.

D. Failure to Maintain Insurance; Proof of Compliance. TENANT shall deliver to LANDLORD, in the manner required for notices, copies of or endorsements to of all insurance policies required by the Lease, together with evidence satisfactory to LANDLORD of payment required for procurement and maintenance of the policy, within the following time limits: (1) For insurance required at the commencement of this Lease, within ten (10) days after execution of this Lease; (2) For insurance becoming required at a later date, at least ten (10) days before that requirement takes effect, or as soon thereafter as the requirement, if new, takes effect; (3) For any renewal or replacement of a policy already in existence, at least twenty (20) days before expiration or other termination of the existing policy.

If TENANT fails or refuses to procure or maintain insurance as required by this Lease, or fails or refuses to furnish LANDLORD with required proof that the insurance has been procured and is in full force and paid for, LANDLORD shall have the right, at LANDLORD's election and on five (5) days' notice, to procure and maintain such insurance. The premiums paid by LANDLORD shall be treated as added rent due from TENANT with interest at the rate of eighteen percent *18%) per year or the maximum allowable legal rate in effect in the State of California on the date when the premium is paid, whichever is higher, to be paid on the first day of the month following the date on which the premium was paid. LANDLORD shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the day of the notice.

25. **Authority of Parties**. Each individual executing this Lease on behalf of TENANT represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of TENANT and that this Lease is binding upon TENANT in accordance with its terms.

26. **Waiver.** The waiver by LANDLORD of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, convenant or condition on any subsequent breach of the same or any other term, convenant or condition herein contained. The subsequent acceptance of rent hereunder by LANDLORD shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant or condition of this Lease, other than the failure of the TENANT to pay the particular rental so accepted, regardless of LANDLORD's knowledge of such preceding breach at the time of acceptance of such rent.

27. **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

28. **Late Charges.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent or other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or of a sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after written notice that said amount is past due, then TENANT shall pay to LANDLORD a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that LANDLORD will incur by reason of the late payment by TENANT. Acceptance of such late charges by LANDLORD shall in no event constitute a waiver of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

29. **Inability to Perform.** This Lease and the obligations of TENANT hereunder shall not be affected or impaired because LANDLORD is unable to fulfill any of obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil insurrection, acts of God, or any other cause beyond the reasonable control of LANDLORD.

30. **Sale of Premises by LANDLORD.** In the event of any sale of the Premises, LANDLORD shall be and hereby is entirely freed and relieved of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence

or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Premises, shall be deemed, without any further agreements between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out each and all of the covenants and obligations of LANDLORD under this Lease.

31. **Signs.** TENANT shall not place any sign upon the Premises without LANDLORD's prior written consent and approval thereof.

32. **Performance Bond.** Prior to the commencement of any repair, alteration, addition, renovation or improvement as may be required or permitted herein, except as to work to be performed by TENANT's members on a volunteer basis, TENANT shall file with LANDLORD a corporate surety bond, satisfactory to LANDLORD's General Counsel, and conditioned that the TENANT shall well and truly observe, fulfill and perform each and every repair, alteration, addition, renovation or improvement as determined by LANDLORD's Executive Director, whose decision shall be final. In the event of any breach of any condition of the aforesaid bond, the whole amount of the penal sum therein named shall be deemed to be liquidated damages, and the same shall be recoverable from the principal and sureties upon the bond. Upon completion of repairs, alterations, additions, renovation or improvement secured by said corporate surety bond, TENANT may apply to LANDLORD's Executive Director for a reduction in the penal sum of said bond and said executive Director, upon satisfactory proof presented to him or her, shall reduce the penal sum thereof to an amount not exceeding fifty percent (50%) of the reasonable value of said repairs, alterations, additions, renovation or improvements. Said bond, as reduced in the penal sum thereof, shall be maintained in full force and effect until the time for the filling or enforcement of any mechanic's, materialman's contractor's or subcontractor's liens arising from, or any claim for any work of repair, alteration, addition, renovation or improvement of or to the Premises or any other claim or demand however, shall TENANT's obligation to indemnify and hold LANDLORD AND THE premises free and harmless from any such claims and demands be abrogated by this requirement for the maintenance of said corporate surety bond.

33. **Successors.** Subject to the provisions of this Lease with respect to assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the successors of the respective parties.

34. **Notices.** Any notice required or permitted under the terms of this Lease shall be deemed served when personally served on TENANT or

33. **Successors.** Subject to the provisions of this Lease with respect to assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the successors of the respective parties.

34. **Notices.** Any notice required or permitted under the terms of this Lease shall be deemed served when personally served on TENANT or LANDLORD or when the same has been placed in the United States mail, postage prepaid and addressed as follows:

TENANT:AMVETS POST 113
Attention: Post Commander
14910 Los Angeles Street
Irwindale, California 91706

LANDLORD:
Irwindale Community
Redevelopment Agency
Attention: Secretary
5050 North Irwindale Avenue
Irwindale, California 91706

35. **Execution by LANDLORD Not a Waiver.** TENANT understands and agrees that LANDLORD, by entering into and executing this Lease, shall not have waved any right, duty, privilege, obligation or authority vested in the City of Irwindale to approve, disapprove or conditionally approve any application which TENANT may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which said City may be empowered to apply, including, but not limited to any use permit or approval, whether similar in nature or not.

36. **Entire Agreement.** This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

[SIGNATURES ON FOLLOWING PAGE]

WHEREFORE, the parties hereto have entered into the Lease as of the date set forth below opposite the name of each signatory hereto.

LANDLORD:

IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

Mark A. Breceda, Agency Chairman

ATTEST:

Linda J. Kimbro, Agency Assistant Secretary

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Fred Galante
Agency Attorney

TENANT:

AMVETS POST 113, a Federally Chartered Veterans Association.

By:
Title: POST COMMANDER

By:
Title: 3rd Vice commander

[END OF SIGNATURES]

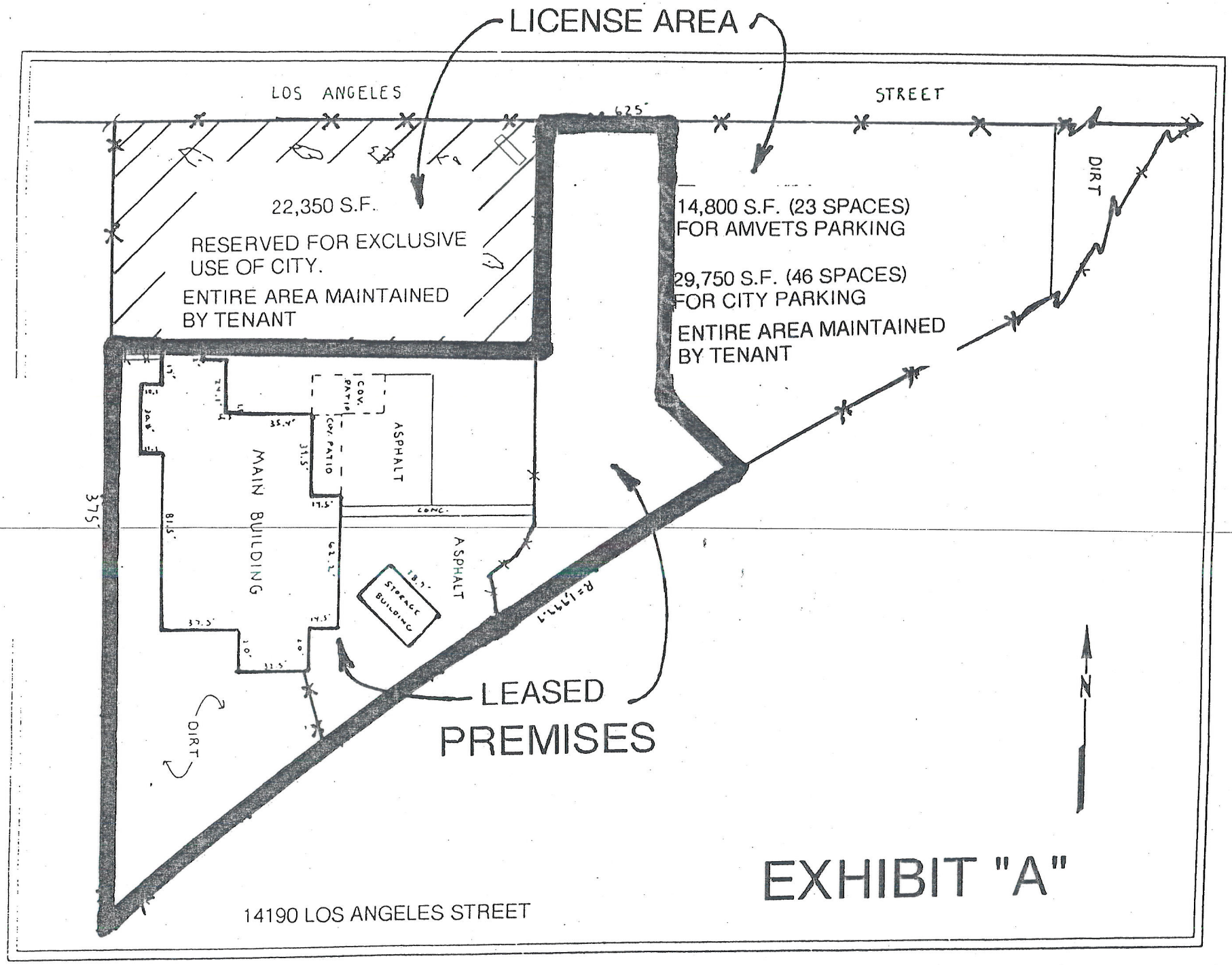
LICENSE AREA
LOS ANGELES
STREET
625'
22,350 S.F.
RESERVED FOR EXCLUSIVE USE OF CITY.
ENTIRE AREA MAINTAINED BY TENANT
14,800 S.F. (23 SPACES) FOR AMVETS PARKING
29,750 S.F. (46 SPACES) FOR CITY PARKING
ENTIRE AREA MAINTAINED BY TENANT
DIRT
COV. PATIO
COV. PATIO
ASPHALT
ASPHALT
MAIN BUILDING
375'
CONC.
STORAGE BUILDING
R=1,777.7
LEASED PREMISES
DIRT
N
14190 LOS ANGELES STREET

EXHIBIT "A"

EXHIBIT "B"

City and Resident Use of "AMVETS" Facility

City of Irwindale ("City") will be entitled to possession, may authorize temporary uses, including charitable, non-profit and other beneficial uses of the facility, and may then retain all charges therefor, (except bar receipts) as follows:

1) Every Wednesday

2) 8:00 A.M. through 4:00 P.M. on Monday, Tuesday, Thursday and Friday

3) The entire first (1st) weekend of every month

Tenant is authorized to use the entire parking area shown in Exhibit "A" on the weekends not reserved for City as specified above.

Any group which wishes to use the facility when booked by the City shall have the right to provide its own food or beverages, including alcoholic, without charge by Tenant.

If the City of Irwindale has not "booked" the facility for use at least 60 days in advance of the date, the use and rental privileges for the facility will revert to the AMVETS.

Rental Rates for residents shall be as follows:

	Weekday	Weekend
Winter Schedule	$250.00	$300.00
Summer Schedule	$300.00	$350.00

For purposes of this schedule a "resident" shall be considered as one who has resided within the City during at least the last 12-month period. In addition to qualify for the "resident" rate at least one half of all attendees shall be residents of the City of Irwindale.

Fees may be reduced upon proof of hardship. A refund policy shall be as follows:

100% on 30 days notice; 50% on 10 days notice, 0% thereafter.

This policy shall be administered by the City Manager, except that the City Council shall authorize any charitable or non-profit use which may be requested above. The AMVETS organization shall work directly through the City Manager's office. The hall rental agreement used for all events shall be as attached and/or as modified from time to time.

It is the City's intent that this facility be utilized by the AMVETS organization, other organizations or groups and by private individuals for various functions. The City and AMVETS agree that this facility shall not be used for rental to outside promoters for commercial purposes such as rock concerts, dances, etc., which might detract from the facility or result in traffic or safety hazards. The City and AMVETS agree to work cooperatively together for promotion and protection of this facility.

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE is made and entered into as of this 27th day of January, 2010 by and between the IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (hereinafter referred to as "Landlord") and AMVETS POST 113, a Federally Chartered Veterans Association (hereinafter referred to as "Tenant").

RECITALS

A. On or about February1, 2005, Landlord and Tenant entered into that certain Lease ("Lease"), pursuant to which Landlord agreed to rent to Tenant that certain real property legally described in Exhibit "A" to the Lease and commonly known as 14190 Los Angeles Street, Irwindale, California, as more specifically described in the Lease ("Premises") for use exclusively as a meeting hall and recreational facility.

B. Tenant has requested that Landlord authorize an extension to the term of the Lease, scheduled to expire on January 31, 2010.

C. The parties wish to amend the Lease in accordance with the terms of this Amendment to extend the term for an additional five (5) years.

NOW, THEREFORE, the parties agree that the Lease shall be revised pursuant to the following terms of this Amendment:

1. Section 2 of the Lease, entitled "Term," is hereby amended in its entirety to read as follows:

> 2. **Term.** The term of this Lease shall be for five (5) years, commencing on February 1, 2010, and ending on January 31, 2015. Upon termination of this Lease, TENANT shall quit the Premises and leave the same in a broom-clean condition."

2. Due Execution. The person(s) executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

3. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

LANDLORD:

IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

H. Manuel Ortiz, Agency Chairman

ATTEST:

Linda J. Kimbro, Agency Assistant Secretary

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Fred Galante
Agency Attorney

TENANT:

AMVETS POST 113, a Federally Chartered Veterans Association.

By:_____

Title: _____

By:_____

Title: _____

[END OF SIGNATURES]