

**City Of West Covina Planet Hockey  
MAINTENANCE AND OPERATION AGREEMENT  
ADDENDUM No. 1**

The Restated and Amended Maintenance and Operation Agreement (“Agreement”) to which this Addendum (“Addendum”) relates is hereby supplemented and modified by the provisions herein. The term “Agreement” herein refers to the Agreement, executed by the City of West Covina (“City”) and California Street Hockey Association (“Association”). All terms defined in the Agreement shall have like meaning when used in this Addendum.

**RECITALS**

The following recitals are a substantive part of this Addendum and incorporated herein by this reference:

WHEREAS, the City partnered with the Association to maintain and operate the West Covina Roller Hockey Facility (“Facility”) located at 1615 West Merced Avenue; and

WHEREAS, the term of the Agreement was originally for fifteen (15) years, expiring June 30, 2010, unless the City approved an option to extend the term for five (5) additional years under the same terms and conditions therein; and

WHEREAS, on February 3, 2004 the City approved the Association’s request to extend the Agreement thereby extending the term of the Agreement for six (6) additional years, comprised of the five-year extension and a one-year payment deferral previously approved by the City, where the Agreement was scheduled to expire on June 30, 2016; and

WHEREAS, the Association intends to implement a capital improvement program whereby several major improvements will be performed upon the Facility; and

WHEREAS, the Association now requests that the City to approve an extension to the term of the Agreement for an additional eight (8) years in order to justify the Association’s capital improvement program.

**NOW, THEREFORE**, the parties hereto agree that the Agreement shall be supplemented and subsequently modified, pursuant to Section 38 of the Agreement, as follows:

1. The City and the Association, (“Parties”) mutually agree by and through this executed Addendum to extend the term of the Agreement, which is currently set to expire on June 30, 2016, for an additional eight (8) years. The Agreement shall expire and shall no longer be in effect as of June 30, 2024, unless otherwise terminated sooner pursuant to the Agreement or this Addendum.

2. In exchange for the City's approval of the eight (8) year extension, as good and valuable consideration, the Association, on or before the expiration of the Agreement, shall perform or cause to be performed, the following improvements:

- Repairs to Modular Office Building
- New Scoreboards As Needed
- Lighting Upgrade
- Floor Cleaning Machine
- Sport Court Replacement or Improvement
- Rink Structure Replacement or Improvement

3. Section 25.2 of the Agreement shall be modified and replaced by the following language:

25.2. RECORDS AND BOOKS OF ACCOUNT

The Association shall keep or cause to be kept in accordance with generally accepted accounting principles full and accurate books of account, records, cash receipts, and other pertinent data showing its gross receipts regarding its operation of the Facility. Such books of account, records, cash receipts and other pertinent data shall be kept for a period of four (4) years after the end of each accounting year and partial accounting year, and shall be made available to the City's Community Services Director or designees upon 72 hours notices. Such books of account and all pertinent data and records shall be kept in sufficient detail as to allow the City, or its designee, to verify the correctness of the gross receipts reported to the City. The receipt by City of any statement or any payment of the percentage of gross receipts for any period shall not bind the City to the correctness of the statement or the payment.

The City, or its designees shall be entitled at any time during the term of this Amended Agreement and within two (2) years after expiration or termination of this Amended Agreement, to inspect and examine records, books of account, cash receipts, and other pertinent data of the Association so the City can ascertain the percentage of gross receipts and sales tax, as applicable, due to the City. The Association shall cooperate fully with the City with respect to the inspection. The City retains the right to request changes to the Association's accounting practices if the City deems those practices to be insufficient for purposes of verifying gross receipts. The City shall hold all such data as competitive sensitive data to the extent allowed by law.

The City may cause an audit of the Association's books and records by an independent accountant of the City's own selection for any operating year. If an audit reveals that the gross receipts reported to the City were less than the actual gross receipts of the Association for any given year, then the Association shall immediately pay to the City all earned but unpaid fees due to the City. If an audit reveals an underpayment by more than five percent (5%), the Association shall immediately pay to the City the cost of the audit, otherwise the City shall pay the cost of the audit. The Association shall be held responsible for unpaid amounts and audit fees for the four operating years preceding the audit. Failure to pay within fifteen (15) days of written notice by the City any amounts

due to the City as a result of audit findings shall constitute a default under this agreement. In such event, the City may exercise its rights and remedies granted in this agreement.

4. All other terms of the Agreement not specified herein, shall control and be binding upon the parties.

5. This Addendum and the Agreement, taken together, constitute the final agreement between the City and the Association.

6. Any modification of or additions to the terms of this Addendum must be in writing and executed by both parties.

7. If any term, condition or covenant of this Addendum is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Addendum shall be valid and binding.

**[Signature Page to Follow]**

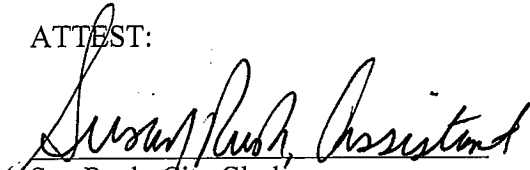
IN WITNESS WHEREOF, the Parties hereto cause this Addendum to be executed by its duly authorized officers.

City of West Covina ("City")


Date: June 25, 2009

By   
Andrew Pasmant, City Manager

ATTEST:

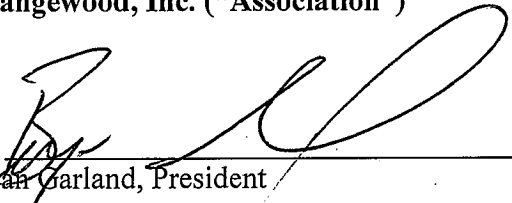
  
Sue Rush, City Clerk

APPROVED AS TO FORM:

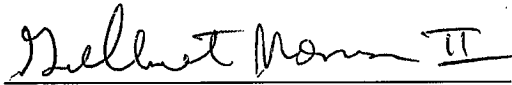
  
Arnold M. Alvarez-Glasman, City Attorney

California Street Hockey Association  
Orangewood, Inc. ("Association")

Date: 6/25/09

By   
Brian Garland, President

Date: 6/25/09

By   
Gilbert Morrison II, Vice President  
Vice President/Secretary