

**City Of West Covina Planet Hockey
MAINTENANCE AND OPERATION AGREEMENT
ADDENDUM No. 2**

The Restated and Amended Maintenance and Operation Agreement ("Agreement") and Addendum No. 1 ("First Addendum") to which this Addendum No. 2 ("Second 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 Second Addendum.

RECITALS

The following recitals are a substantive part of this Second 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, West Covina, California 91790; 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, on June 25, 2009, the City approved the Association's request to extend the Agreement thereby extending the term of the Agreement for eight (8) additional years, where the Agreement was scheduled to expire on June 30, 2024, in exchange for the performance and completion of a capital improvement program whereby several major improvements had to be performed upon the Facility, as stated in the First Addendum; and

WHEREAS, the City and the Association have mutually agreed to a construction schedule delineating completion dates for each individual improvement; 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 and ensure that any additional investment can be amortized over the life of the Agreement.

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 Second Addendum to extend the term of the Agreement, which is currently set to expire on June 30, 2024, for an additional eight (8) years. The Agreement shall expire and shall no longer be in effect as of June 30, 2032, unless otherwise terminated sooner pursuant to the Agreement, the First Addendum or this Second Addendum.

2. In exchange for the City's approval of the eight (8) year extension, as good and valuable consideration, the Association shall continue to perform all maintenance of the roller hockey facility pursuant to Section 3. (Maintenance of Improvements and Equipment) of the Agreement, and make necessary all capital improvements including repairs to the modular building, rink structure, scoreboards, flooring, etc. as needed.

3. Failure to provide the ongoing maintenance and necessary improvements may be deemed a material breach of the Agreement at the City's sole discretion, thereby giving rise to the City's right to unilaterally terminate the Agreement along with subsequent Addendums pursuant to Section 23 of the Agreement or otherwise exercise any other rights and/or remedies available to the City.

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

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

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

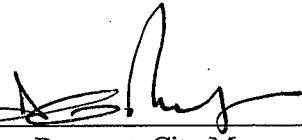
7. If any term, condition or covenant of this Second Addendum is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Second Addendum shall be valid and binding.

[Signature Page to Follow]

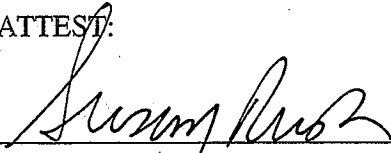
IN WITNESS WHEREOF, the Parties hereto cause this Second Addendum to be executed by its duly authorized officers.

City of West Covina ("City")

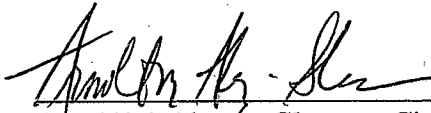
Date: 5/22/12

By 
Andrew Pasmant, City Manager

ATTEST:

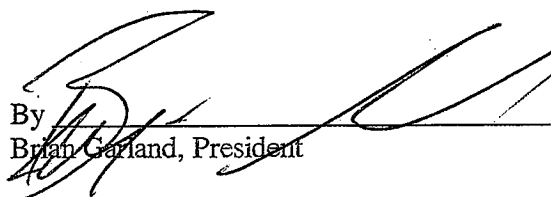

Sue Rush, City Clerk

APPROVED AS TO FORM:

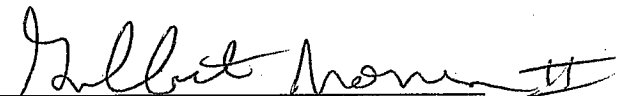

Arnold M. Alvarez-Glasman, City Attorney

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

Date: 5/7/12

By 
Brian Garland, President

Date: 5/7/12

By 
Gilbert Morrison II, Vice President
Vice President/Secretary