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CITY OF BANNING

Attn: City Manager

99 E. Ramey St.

PO BOX 998

Banning, California 92220

ORIGINAL

THIS SPACE FOR RECORDER'S USE ONLY

LEASE AGREEMENT

by and between

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BANNING**

and

BANNING CHAMBER OF COMMERCE

Signed Dated 1-18-06

(Approval by Agency on June 14, 2005)

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease"), dated as of June 14, 2005, is entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, a redevelopment agency (the "Landlord"), and the BANNING CHAMBER OF COMMERCE, a California nonprofit corporation (the "Tenant"), who agree as follows:

RECITALS

This Lease is made with reference to the following facts and circumstances, which are a part of this Lease and are agreed to be correct:

A. The Landlord is the owner of certain real property (the "Property") located in the City of Banning, County of Riverside, State of California commonly known as 60 E. Ramsey Street. A legal description of the Property is set forth in attached Exhibit "A", and depicted in the diagram attached as Exhibit "B".

B. The Property is improved with a one story building (the "Building") consisting of approximately three thousand three hundred sixty feet (3,360) square feet of floor area. A portion of the Building is presently subject to a lease (the "Gas Company Lease"), dated August 13, 2003, between the Landlord and The Gas Company as tenant. The premises which are the subject of the Gas Company Lease (the "Gas Company Premises") consist of approximately one thousand eighty (1,080) square feet of floor area and are commonly known as Suite C.

C. The Tenant wishes to Lease the portion of the Building which is not the subject of the Gas Company Lease (the "Premises") and the Landlord is willing to lease the Premises to the Tenant, all on an subject to the terms and provisions of this Lease.

1. Demise: Assignment of Gas Company Lease.

(a) On and subject to the terms and provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises.

(b) Landlord hereby assigns the Gas Company Lease, and all of its right, title and interest therein, to Tenant and Tenant hereby accepts such assignment and assumes and agrees to perform and discharge all of Landlord's duties and obligations under the Gas Company Lease and to be bound by all terms, conditions and provisions of the Gas Company Lease which arise during, or are attributable to, the period from and after the date hereof.

(c) Upon the expiration or sooner termination of the Gas Company Lease, and provided that Tenant is not in default hereunder or thereunder, the Gas Company Premises shall automatically become a part of the Premises leased hereunder and shall be subject to all of the terms and provisions of this Lease. Notwithstanding the foregoing, upon the request of either party, Landlord and Tenant shall enter into an amendment to this Lease formally adding the Gas Company Premises to the Premises leased hereunder.

2. Term. The term of this Lease commences on the date hereof and continues thereafter for a period of 50 years and, unless earlier terminated, automatically expires on June 14, 2055, without the necessity of any notice or other action on Landlord's part.

3. Use: Compliance with Laws.

(a) The Premises may be used by Tenant as a Chamber of Commerce Building and Visitors' Center.

(b) Tenant agrees that the Premises and its use of the Premises will at all times be in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, and Tenant, at its sole cost and expense, agrees to comply with all such laws, rules and regulations, including, without limitation, all laws, rules and regulations requiring the making of structural or extraordinary repairs or replacements to the Premises and all laws, rules and regulations relating to the use, generation, storage or release of Hazardous Materials. In addition to Tenant's other obligations of indemnity under this Lease, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees, and each of them, harmless from and against all claims, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees and costs) which they, or any of them, may suffer or incur arising from or relating to the use, generation, storage or release by Tenant, its agents, employees, contractors, guests or invitees of any Hazardous Materials in, on or about the Premises.

(c) "*Hazardous Materials*" shall mean any and all of the following:

(i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. § 6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. § 1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H.&S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. § 25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. § 25300, et seq.; the Hazardous Waste Management Act, H.&S.C. § 25170.1, et seq.; the Hazardous Materials Response Plans and Inventory, H.&S.C. § 25001, et seq.; the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as they may from time to time be amended;

(ii) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature;

(iii) any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and

(iv) polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

4. Rent. As rent for the Premises, Tenant agrees to pay to Landlord the sum of \$1.00 per year. Rent is to be paid in advance. The first installment of annual rent is due on the date hereof and subsequent installments are due and payable on the same day of each succeeding year during the term of this Lease.

5. "AS-IS" Lease. Tenant acknowledges that it has inspected the Premises and Tenant warrants and agrees that it is thoroughly familiar with the Premises and all aspects thereof, including, without limitation, the physical condition of the Premises, the zoning of the Premises and all other restrictions and limitations applicable to the Premises (whether or not of public record). Tenant acknowledges and agrees that the Premises are satisfactory to Tenant in all respects. Tenant agrees that neither Landlord nor anyone acting on Landlord's behalf has made any representation or warranty of any kind or nature whatsoever respecting the condition of the Premises, their suitability for Tenant's use, or any other matter relating to the Premises (including, but not limited to, the environmental condition of the Premises) or this Lease, and Tenant agrees that it is leasing the Premises in their "AS-IS CONDITION AND WITH ALL FAULTS".

6. Maintenance. Tenant agrees that it will, at its sole cost and expense, maintain the Premises and all portions thereof, whether structural or non-structural, in a good, clean and safe condition and state of repair, including the making of all necessary replacements (whether such portions requiring repair or replacement, or the means of repairing or replacing the same, are reasonably or readily accessible to Tenant, and whether the need for such repairs or replacements occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation, all equipment and all plumbing, heating, air conditioning, ventilating, electrical and other facilities and utilities serving the Premises, and all walls, floors, ceilings, roofs, windows, doors, plate glass, driveways, sidewalks, parking lots, fences and landscaping. Tenant agrees that Landlord has no obligation of any kind or nature to maintain, repair or replace the Premises or any portion of the Premises. Tenant agrees that Tenant is solely responsible for the security, protection and insuring of its equipment, materials and other property, and that of its employees, servants and contractors, located on or about the Premises. Tenant agrees that Landlord will have no liability of any kind or nature respecting any loss or theft of, or damage to, any such equipment, materials or other property.

7. Insurance. Tenant agrees to keep and maintain public liability and property damage insurance respecting the Premises, naming Landlord as an additional insured, in form and amounts (not less than \$3,000,000 per occurrence) and with insurers reasonably satisfactory to Landlord. Tenant also agrees to keep and maintain a policy or policies of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in the name of Landlord and with loss payable to Landlord, to the extent of the full replacement cost of the improvements located on the Premises and otherwise in form and with insurers reasonably satisfactory to Landlord. Tenant also agrees to keep and maintain worker's compensation insurance coverages for its employees in the minimum amounts required by California law. All such insurance will be primary and not contributing with any insurance which Landlord may maintain, and the insurer providing such insurance must agree that such insurance will not be changed or cancelled except upon at least thirty (30) days prior written notice to Landlord. Tenant waives any and all rights of recovery against Landlord and its officials, officers, agents and employees on account of loss or damage occasioned to Tenant or its property or the property of others under its control, to the extent that such loss or damage is insured against under the fire and extended coverage policy required to be kept and maintained by Tenant under this Lease; and Tenant shall cause each policy required to be kept and maintained by it under this Lease to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by such policy. Tenant will provide Landlord with copies of the policies of such insurance or certificates evidencing such insurance upon execution of this Lease and from time to time thereafter as reasonably requested by Landlord.

8. Indemnification. In addition to, and without limiting, Tenant's other obligations of indemnity under this Lease, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees, and each of them, harmless from and against all claims, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees and costs) which they, or any of them, may suffer or incur arising from or relating to (a) Tenant's use of the Premises, (b) any negligence, act or omission of Tenant, its agents, employees, contractors, guests or invitees in or about the Premises or (c) any default by Tenant under this Lease.

9. Utilities. Tenant agrees to pay, as additional rent, before delinquency, for all water, sewer, gas, heat, light, power, telephone service, refuse removal and all other utilities or services of any kind supplied to the Premises. It is agreed that Landlord is not liable for any failure or interruption of any utility or service, and the failure or interruption of any utility or service will not entitle Tenant to terminate this Lease or stop making any rental or other payments due under this Lease.

10. Taxes. Tenant shall pay, as additional rent, before delinquency all real property taxes and assessments (both general and special) levied or assessed against the Premises during the term of this Lease. Tenant shall promptly furnish Landlord with satisfactory evidence that such taxes and assessments have been paid. If any such taxes and assessments cover any period of time after the expiration of the term of this Lease, Tenant's share of such taxes and assessments will be equitably prorated to cover only the period of time within the tax fiscal year this Lease is in effect. Tenant shall also pay before delinquency all taxes levied or assessed against Tenant's trade fixtures, equipment and personal property located at the Premises or elsewhere. If Tenant

fails to pay any taxes or assessments required to be paid by it under this Lease, Landlord, at its option, may pay the same and Tenant agrees to reimburse Landlord therefor immediately upon demand. Tenant acknowledges that this Lease may create a possessory interest subject to taxation and that Tenant may be subject to payment of any and all taxes levied on that possessory interest.

11. Alterations. Tenant agrees that it will not make any alterations or improvements to the Premises, or any portion of the Premises, without Landlord's prior written consent, which will not be unreasonably withheld; provided, that if the alterations or additions would affect the structural portions of the Premises, including, without limitation, the exterior or interior load-bearing walls, the foundation or the roof of the Premises, Landlord shall be under no obligation to give its consent. If Landlord consents to the making of any alterations or improvements, Tenant agrees that such alterations or improvements will be made in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, will be performed in a good and workmanlike manner, and will be made in compliance with such other conditions, including, without limitation, the obtaining of performance and completion bonds, as Landlord may require in connection with the granting of its consent. Tenant agrees that it will pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. All alterations and improvements made by Tenant shall, at Landlord's option and at Tenant's sole cost and expense, be removed from the Premises at the end of the term of this Lease and the Premises restored to their condition prior to the making of such alterations or improvements.

12. Tenant's Property. All trade fixtures, equipment and personal property of Tenant located at the Premises will remain the property of Tenant during the term of this Lease and may be removed by Tenant at any time and shall be removed by Tenant prior to the expiration or other termination of the term of this Lease. Tenant, at Tenant's cost and expense, must promptly repair all damage to the Premises occasioned by the removal of its trade fixtures, equipment and personal property.

13. Damage and Destruction. If the Premises or any portion thereof are damaged or destroyed by any casualty (whether or not insured), Tenant, at Tenant's sole cost and expense, shall promptly repair and restore the same; provided, that the proceeds, if any, of the fire and extended coverage insurance required to be kept and maintained by Tenant under Section 7 (after deduction of all costs incurred by Landlord in recovering the same) shall be made available to Tenant by Landlord for the purpose of making such repairs and restorations; provided, further, that if the cost of repairing or restoring the Premises exceeds one month's rent or if the repairs and restorations would require more than one month to complete once commenced, then either Landlord or Tenant may cancel this Lease upon the giving of written notice to the other. Upon any cancellation of this Lease pursuant to the provisions of this Section, all proceeds of insurance shall be the sole property of Landlord, and Tenant shall have no right or interest therein.

14. Eminent Domain. If 10% or more of the ground area of the Premises is taken under the power of eminent domain, this Lease shall automatically terminate on the date the condemning authority takes possession. If less than 10% of the ground area of the Premises is taken under the

power of eminent domain, and if the remaining area of the Premises is suitable, in Tenant's judgment, for Tenant's continued use as permitted by this Lease, then this Lease shall continue in effect and Tenant shall restore, at Tenant's sole cost and expense, the portion of the Premises not taken such that it constitutes a complete architectural unit. In the event this Lease is so continued in effect, the rent payable by Tenant under this Lease shall not be abated. In the event of a taking, the entire award for the taking shall be the property of Landlord, except that Tenant shall be entitled to seek a separate award from the condemning authority for damage to its trade fixtures and equipment and for relocation expenses.

15. Assignment. Tenant may not assign this Lease or sublet all or any part of the Premises nor permit the occupancy thereof by any other person or entity.

16. Default. The occurrence of any one or more of the following shall constitute a default by Tenant:

- (a) Vacation or abandonment of the Premises by Tenant.
- (b) Failure by Tenant to make payment of rent or any other payments required to be made by Tenant hereunder as and when due.
- (c) Failure by Tenant to keep and maintain any of the insurance required to be kept and maintained by Tenant under this Lease.
- (d) Failure by Tenant to observe or perform any of the covenants or provisions of this Lease, other than as provided in subsections (b) and (c) above, when such failure continues for a period of 30 days after written notice of such failure is given by Landlord to Tenant; provided, that if the nature of Tenant's failure is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

17. Remedies. If Tenant is in default, then, in addition to all other rights and remedies which Landlord may have at law or in equity, Landlord has the following rights and remedies which are not exclusive but are cumulative:

- (a) To the extent permitted by law, Landlord can, with or without terminating this Lease, reenter the Premises and remove all property and persons therefrom; and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. If Landlord elects to reenter or shall take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord has not elected to terminate this Lease, Landlord may either recover all rent as it becomes due under this Lease or relet the Premises or any part or parts thereof for such term or terms and upon such provisions as Landlord may deem advisable and will have the right to make repairs to and alterations of the Premises. No reentry or taking possession of the Premises by Landlord is to be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may at any time after such reletting elect to terminate this Lease because of such default.

If Landlord elects to relet the Premises without terminating this Lease, then rent received by Landlord therefrom will be applied as follows:

(i) First, to any indebtedness from Tenant to Landlord other than rent due from Tenant;

(ii) Second, to all costs and expenses, including, without limitation, for maintenance, repairs or alterations, incurred by Landlord in connection with reletting the Premises; and

(iii) Third, to the payment of rent due and unpaid under this Lease and the residue, if any, will be held by Landlord and applied in payment of future rent as the same may become due and payable under this Lease and to any damages and other amounts which Landlord is otherwise entitled to under this Lease. Should that portion of such rent received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable hereunder during that month by Tenant, then Tenant agrees to pay such deficiency to Landlord immediately upon demand. In no event will Tenant be entitled to any excess rent received by Landlord from such reletting.

(b) Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant will terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(i) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(ii) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(iii) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in (i) and (ii) of this subsection (b), is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in (iii) of this subsection (b), is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

(c) Landlord can have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

(d) Without waiving the default, Landlord can, at its sole option, pay such sums and/or take such actions as are necessary in Landlord's reasonable judgment in order to cure the default, and all sums expended or incurred by Landlord in connection therewith, together with interest thereon at the maximum rate permitted by law, shall be paid by Tenant to Landlord immediately on demand.

18. Landlord Entry. Landlord and its authorized representatives shall have the right upon reasonable prior written notice to Tenant to enter all portions of the Premises for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to inspect the Premises; (c) in connection with Landlord's design and construction planning respecting Landlord's future use of the Premises; and (d) to post notices of nonresponsibility. Notwithstanding the foregoing to the contrary, Landlord and its authorized representatives shall have the right to enter the Premises at any time, and without notice to Tenant, where an emergency situation necessitates such entry. No exercise by Landlord of its rights under this Section shall entitle Tenant to any damages for any injury or inconvenience occasioned thereby or to any abatement of rent or other amounts payable under this Lease.

19. Surrender of Premises. Upon the expiration or other termination of the term of this Lease, Tenant agrees to surrender possession of the Premises, and every party thereof, to Landlord in good order, condition and repair, ordinary wear and tear alone excepted. "Ordinary wear and tear" does not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease.

20. Notices. Except as otherwise provided, all notices required or permitted to be given under this Lease must be in writing and addressed to the parties at their respective notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Premises address. Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service. The notice addresses of the parties are as follows:

If to Landlord:	City of Banning PO Box 998 99 East Ramsey Street Banning, California 92220 Attention: City Manager
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With a copy to:

Eric S. Vail, Assistant City Attorney
Burke, Williams & Sorensen, LLP
3403 Tenth Street, Suite 300
Riverside, California 92501-3629

If to Tenant: Banning Chamber of Commerce
60 E. Ramsey Street
Banning, California 92220

21. Waiver and Release of Benefits. Lessee acknowledges that upon expiration of the Term, including any extension thereof, or upon termination of any holdover tenancy (collectively "Expiration of Tenancy"), Lessee might be or become eligible to receive compensation, reimbursement, assistance, including, but not limited to, the fair market value of real and personal property, loss of goodwill, loss of profits, actual and reasonable expenses for moving a business, loss of tangible personal property as a result of moving the business, expenses incurred in searching for a replacement site for the business, expenses to reestablish the business at the new site, "in-lieu payments," and other such benefits (collectively "Benefits") under the California Relocation Assistance Act (Government Code §7260, *et seq.*), Title 25 of the California Code of Regulations, Article 1, § 19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, *et seq.*), or other similar local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively "Compensatory Laws"). Lessee further acknowledges that it has received full and fair compensation of all Benefits Lessee is or might be or might become entitled to recover from the City of Banning and/or the Banning Redevelopment Agency (collectively "City") as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Premises, and City's occupancy and possession of the Premises. Therefore, being fully informed of and understanding the acknowledgments made herein and of Lessee's rights or potential rights to Benefits under the Compensatory Laws, Lessee hereby expressly and unconditionally waives, and Releases the City from, any and all rights of Lessee to claim, demand, sue for, or receive any Benefits which Lessee is or might be or might become entitled to recover from the City as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Premises, and City's occupancy and possession of the Premises.

22. General.

(a) The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the terms, covenants or provisions of this Lease by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing, be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in any writing transmitting the same.

(b) The titles to the sections of this Lease are for convenience of reference only and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. Any exhibits attached to this Lease are, however, a part of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. In construing this Lease, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

(c) Any provision of this Lease that is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating, diminishing or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Lease.

(d) No term or provision of this Lease may be amended, altered, modified or waived orally or by a course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of the party against which enforcement of such amendment, alteration, modification or waiver is sought. Any amendment, alteration, modification or waiver shall be for such period and subject to such conditions as shall be specified in the written instrument effecting the same. Any waiver shall be effective only in the specific instance and for the specific purpose for which given.

(e) This Lease and all exhibits attached to it constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (whether written or oral) with respect to that subject matter.

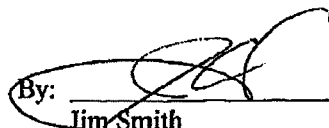
(f) This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

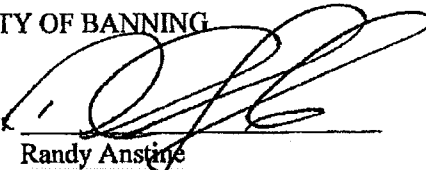
The parties have caused this Lease to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

BANNING CHAMBER OF COMMERCE


[Notary Acknowledgement Required]

By: 
Jim Smith
President

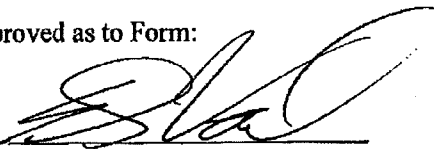
CITY OF BANNING

By: 
Randy Anstine
City Manager

Attest:


Marie Calderon
City Clerk

Approved as to Form:

By: 
Eric S. Vail
Assistant City Attorney