

**LEASE AGREEMENT
BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA
AND THE CORONA NORCO RESCUE MISSION**

THIS LEASE AGREEMENT ("Agreement") is dated as of October 20, 2010 ("Effective Date") by and between the REDEVELOPMENT AGENCY OF THE CITY OF CORONA, a California public agency ("Landlord" or "Agency"), and the INLAND EMPIRE RESCUE MISSION, INC., a California non-profit corporation, dba CORONA NORCO RESCUE MISSION ("Tenant"). Tenant and Landlord shall sometimes herein collectively be referred to as the "Parties."

RECITALS

A. Landlord is the fee simple owner of that certain real property located at 420 West Harrison Street, City of Corona, County of Riverside, State of California (Assessor Parcel No. 119-290-049), more particularly described in attached Exhibit "A" (the "Land"). The Land is improved with a building and certain other improvements. The Land together with the building and other improvements shall collectively be referred to herein as the "Property".

B. Tenant is currently leasing the Property from Landlord for the purpose of, *inter alia*, providing a shelter and related services to homeless persons. Upon the Effective Date of this Agreement, any prior agreement(s) between Landlord and Tenant regarding the lease or sublease of the Property will be deemed canceled and superseded in its (their) entirety.

C. Landlord and Tenant desire to enter into this Agreement for a term of ten (10) years upon the terms and conditions set forth herein.

D. Upon the Effective Date of this Agreement, any prior agreement(s) between Landlord and Tenant regarding the lease or sublease of the Property will be deemed cancelled and superseded in its (their) entirety.

E. The California Community Redevelopment Law (Health & Safety Code §§ 33000 *et seq.*) ("CRL"), more specifically CRL Sections 33430 and 33431, authorize Landlord to lease real property located within a redevelopment project survey area without public bidding following a public hearing.

F. Upon the terms and conditions set forth hereinafter, Landlord desires to lease the Property to Tenant, and Tenant desires to lease the Property from Landlord for the specific use and purpose of providing shelter services for Eligible Homeless Persons, as defined below.

G. Entering into this Agreement is in conformity with the implementation plan adopted for the Merged Redevelopment Project Area and will assist in the elimination and prevention of blight since without this Agreement the Property would be vacant and underutilized.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **RIGHT OF POSSESSION.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Property on the terms and conditions hereinafter set forth in this Agreement.

2. **TERM.** The term of this Agreement shall commence on the Effective Date for a term of one hundred and twenty (120) months unless terminated pursuant to Section 23 of this Agreement. After the initial one hundred and twenty (120) month term, this Agreement shall continue on a month-to-month basis thereafter unless terminated by either Party.

3. **RENT.** Tenant shall pay to Landlord, as rent for leasing the Property, One Dollar (\$1.00) per year. Rent also includes all other monetary and non-monetary obligations of Tenant to Landlord under this Agreement and under the License Agreement, defined below.

4. **UTILITIES.** Tenant shall be solely responsible for all utilities and establishing utility service to the Property with all utility providers. Tenant shall pay directly to utility providers all amounts for electricity, gas, water, sewer, trash disposal, cable, telephone and other utility services used on or for the Property. Tenant shall pay all initial utility deposits and fees, and all monthly service charges for electricity, gas, water, sewer, trash disposal, cable, telephone and any other utility services furnished to the Property and the improvements on the Property during the entire Term of this Agreement. If any such services are not separately metered or billed to Tenant but rather are billed to and paid by Landlord, Tenant will pay to Landlord its pro rata share of the cost of such services, as determined by Landlord. Landlord will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

5. **LATE CHARGES.** Tenant hereby acknowledges that late payment by Tenant to Landlord of any payment under this Agreement or any other sums due hereunder will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment, or any other sum due from Tenant to Landlord is not received by the Landlord within ten (10) days after such amount is due, whether or not any notice of default or another notice has been given, Tenant shall pay a late fee equal to five percent (5%) of all delinquent amounts. The Parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

Landlord's acceptance of payment of such fees shall not constitute a waiver of Tenant's default with respect to the overdue sum, or prevent Landlord from exercising any of its other rights and remedies under this Agreement. In the event that any check or other instrument of payment given by Tenant to Landlord is dishonored for any reason, the Landlord may charge a returned check fee.

6. USE.

6.1 Tenant's Use. The Property shall be used by Tenant in accordance with the Landlord's Merged Redevelopment Plan and the zoning ordinances and regulations of the City of Corona to provide to "Eligible Homeless Persons," defined below, shelter and related services as further described in Section 7 of this Agreement .

6.2 Licensee's Use. Tenant shall have the right to grant a nonexclusive license to such organization as Tenant may deem suitable for the purpose described herein ("Licensee"), along with Licensee's volunteers, employees, officers, directors, agents and contractors, in, around, over, to and from, the current kitchen area, eating area and an office area (as such office area may be designated by Tenant), including, without limitation, fixed items such as the freezer, refrigerator, stove, oven, sink, cupboards, eating tables and chairs located therein ("Licensed Area"). In addition, parking at the Property shall be provided at no charge to Licensee staff and invitees who use the Licensed Area. In order to grant such access to Licensee, Tenant shall enter into a license agreement with Licensee in substantially the form attached hereto as Exhibit "B" ("License Agreement"). In the event of any conflict between the provisions of the License Agreement and the provisions of this Agreement, the provisions of this Agreement shall be controlling. Tenant shall notify the Landlord prior to entering into the License Agreement and shall provide a copy of a fully executed License Agreement prior to permitting Licensee access to the Licensed Area. The Licensed Area shall be used by Licensee for the provision, preparation, serving and storage of food and drink, as well as any related ancillary uses for Eligible Homeless Persons as such term is defined in the License Agreement. The maintenance and repair of the Licensed Area may be passed on to the Licensee under the License Agreement, but the ultimate responsibility for the same shall rest with Tenant as between Tenant and Landlord for purposes of this Agreement. Tenant shall not be required to use a Licensee for the provision of food services as described in this Section. It shall have the right to provide such food services itself. However, if Tenant contracts with a Licensee to provide such food services, it shall abide by the terms of this Section and this Agreement.

6.3 Eligible Homeless Persons. For purposes of this Agreement, the term "Eligible Homeless Person" shall mean an indigent person that is:

- (a) not severely mentally ill, as determined by a licensed professional or as determined in Tenant's best judgment; and
- (b) not currently on parole for any felony offense; and

- (c) not convicted of any felony criminal offense within the last three (3) years, including the use, sale, manufacture, or distribution of illicit drugs; and
- (d) not a current user, seller or manufacturer of illicit drugs.

This definition of Eligible Homeless Persons shall not limit a broader definition of the term for purposes of the License Agreement between the Tenant and Licensee for food services at the Property, if Tenant contracts with a Licensee for food services.

7. SHELTER SERVICES. In addition to providing shelter, as further consideration for Landlord leasing the Property to Tenant, Tenant agrees that it shall provide to Eligible Homeless Persons homeless shelter-related services upon the Effective Date, including any of the following (without limitation): job counseling, clothing, food, case management, mental health, health care, child development, group counseling, housing counseling and job search services upon the Effective Date.

7.1 Inability to Provide Services. If Tenant is unable to provide any of the services upon the Effective Date, then Tenant shall explain to Landlord, to Landlord's reasonable satisfaction, the reasons for such inability. The Parties shall intend and agree that the provision of the services as set forth in this Agreement shall be an obligation of Tenant under this Agreement for which the default, notice and termination provisions found in Section 23.1 shall apply.

8. USE OF PROPERTY. Tenant shall use the Property for providing shelter services, as set forth in Section 7. If Tenant wishes to change its use of the Property, it shall request Landlord's approval of such change prior to such change in Tenant's use of the Property. Landlord's approval for Tenant to change its use of the Property shall be determined in the Landlord's sole and absolute discretion. Tenant shall not occupy or use, or permit the Property or any part thereof to be occupied or used, for any unlawful or illegal business, use or purposes, nor for any business, use or purposes which is disreputable. Tenant shall immediately upon discovery of any such unlawful, illegal, or disreputable use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove occupants or other persons guilty of such unlawful, illegal, or disreputable use.

9. OBLIGATION TO REFRAIN FROM DISCRIMINATION. Except for eligibility requirements as expressly set forth herein, Tenant covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property (or any part thereof) that there shall be no discrimination against or segregation of any person, or group of persons on account of sex, handicap status, marital status, race, color, religion, creed, national origin or ancestry in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Tenant, itself or any person claiming under or through it, 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, sub-tenants or sub-lessees of the Property.

10. WASTE AND NUISANCE. Tenant shall not commit any waste on or about the Property, nor commit or maintain any public or private nuisance on or about the Property. Tenant shall use its best efforts to prevent any third party from committing any waste on or about the Property, or from committing any public or private nuisance on or about the Property.

11. COMPLIANCE WITH LAWS, RULES, REGULATIONS. Tenant, at its sole cost and expense, shall at all times comply with the requirements of local, state and federal laws, rules, orders and regulations now in force or which may hereinafter be in force ("Regulations"). In order to comply with such regulations, Tenant shall obtain, at its sole cost and expense, all licenses, permits and approvals that the Regulations require for the use or operation of the Property. The Tenant shall maintain all licenses, permits and approvals throughout the Term of this Agreement.

12. REPAIRS AND MAINTENANCE. Tenant shall keep the Property, including the Licensed Area, in good, clean condition and repair as set forth herein and in a clean and sanitary manner and shall surrender the same at termination hereof in as good condition as received, normal wear and tear excepted. Tenant shall be responsible, at its sole cost, expense and liability, for maintaining and making repairs, restorations and replacements (as necessary) to the roof, foundations, floor and exterior walls of the Property, the plumbing and heating, ventilation, and air-conditioning systems, and the Licensed Area. Nothing in this Agreement shall prevent Tenant from seeking assistance from Landlord in making or paying for any repairs, maintenance, restorations or replacements required to be completed by Tenant pursuant to this Section. The Parties acknowledge and agree that Landlord's decision to assist Tenant in making or paying for any such repairs, maintenance, restorations or replacements shall be made in Landlord's sole and absolute discretion and shall not imply any duty to assist in the future.

13. CONDITION OF PROPERTY. Tenant acknowledges that it examined the Property and took possession of same in an AS-IS condition. Tenant acknowledges and agrees that Landlord has made absolutely no representations, guarantees or warranties regarding whether the Property and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the commencement of this Agreement or is suitable to provide shelter and related services to homeless persons.

14. DAMAGE OR DESTRUCTION OF PROPERTY. Unless as the result of negligence or intentional unlawful act of Tenant, if during the term of this Agreement, any portion of the Property shall be damaged by fire or other catastrophic cause, so as to render such portion of the Property untenable, the obligations under this Agreement may be suspended while such portion of the Property remains untenable. In the event of such damage, Tenant shall give Landlord notice of such untenable conditions and the Landlord shall elect in its sole discretion, whether to repair the Property or to cancel this Agreement with respect thereto. Landlord shall notify Tenant in writing of its election within thirty (30) days after service of notice by Tenant. In the event that Landlord elects not to repair the Property or any portion thereof, this Agreement shall be deemed canceled as of the date the damage occurred with respect to the applicable portion(s).

15. ALTERATIONS AND ADDITIONS. Tenant, at its sole cost and expense, may make alterations, improvements or additions in, about or of the Property, only with the prior written consent of Landlord and only upon terms and conditions mutually agreed upon in writing between the Landlord and Tenant. Notwithstanding the foregoing, Landlord and Tenant acknowledge that Tenant may have access to a modular trailer ("Trailer") which may be used to provide certain services to Eligible Homeless Persons. Tenant shall have the right to store and operate such Trailer on the Property for the sole purpose of providing shelter services permitted under Section 7 to Eligible Homeless Persons. Tenant shall be solely responsible, at its sole cost, expense and liability, for maintaining and making repairs, restorations and replacements (as necessary) to the Trailer, including, without limitation, any plumbing and heating, ventilation and air-conditioning systems. The Trailer shall not be used for any purpose except as permitted hereunder. Tenant acknowledges that no action by Landlord or the City regarding the storage and use of the Trailer on the Property shall be deemed to constitute a waiver of any lawful City requirements which are applicable to the Property or to Tenant.

16. ENTRY AND INSPECTION. Tenant shall permit Landlord or Landlord's agents to enter the Property at all times upon reasonable prior oral or written notice for the purpose of inspecting the Property and for otherwise determining Tenant's compliance with this Agreement.

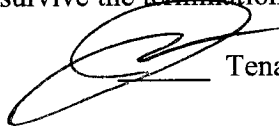
17. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublease, mortgage, pledge, hypothecate or otherwise transfer this Agreement or any right herein, nor make any total or partial sale, assignment sublease, mortgage, pledge, hypothecation or transfer in any other mode or form of the whole or any part of the Property, except as expressly permitted herein.

18. ASSUMPTION OF RISK, WAIVER, AND LANDLORD'S NONLIABILITY. To the maximum extent allowed by law, except for Landlord or the City's willful or actively negligent acts, Tenant assumes any and all risk of loss, damage or injury of any kind to any person or property which is on or about the Property. Tenant's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Property, accident, fire or other casualty on the Property. To the maximum extent allowed by law, except for Landlord or the City's willful or actively negligent acts, Tenant hereby waives all claims and demands against Landlord, the City and their respective officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Tenant sustained by Tenant or any person claiming to be Tenant resulting from any occurrence on or about the Property.

Tenant has been advised by its legal counsel concerning the content and effect of California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Tenant hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section 18 shall survive the termination of this Agreement.



Tenant's Initials

19. INDEMNIFICATION. Tenant agrees to defend (in accordance with Section 20), indemnify and hold harmless Landlord, the City of Corona, Licensee, and their respective officials, officers, employees, volunteers and agents (collectively, "Indemnified Parties") from and against any and all claims, including any and all claims relating to or arising from the provision of shelter services, as set forth in Section 7, or other services provided by Tenant on the Property pursuant to this Agreement, losses, actions, damages, liabilities, and expenses (including attorneys' fees) that (i) arise from or are in connection with Tenant's possession, use, occupancy, management, operation, repair, maintenance or control of the Property, or any portion thereof; or (ii) arise from or are in connection with any willful or negligent act or omission of Tenant or Tenant's officials, officers, employees, volunteers, agents, guests, licensees, invitees, or subtenants (if applicable); or (iii) result from any breach, default, violation or nonperformance of this Agreement by Tenant; or (iv) arise from injury or death to persons or damage to property sustained on or about the Property. Tenant must pay, satisfy and discharge any and all money judgments that may be recovered against any Indemnified Party in connection with the foregoing. Tenant's obligation hereunder shall survive termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party. Tenant's obligation to defend, indemnify and hold harmless the Indemnified Parties pursuant to the foregoing paragraph shall not apply to any discretionary approvals made by the City or the Agency. Tenant shall not be obligated to defend, indemnify or hold harmless any Indemnified Party to the extent any claim, loss, action, damage, liability, or expense (including attorneys' fees) is ultimately determined to be the result of the actively negligent or willful misconduct of that particular Indemnified Party or any of its officials, officers, employees, volunteers or agents.

20. DUTY TO DEFEND. Upon written request from an Indemnified Party, Tenant shall defend (with counsel acceptable to that Indemnified Party, in the Indemnified Party's reasonable discretion) any claim, including any claim relating to or arising from the provision of shelter services, as set forth in Section 7 or other services provided by Tenant on the Property pursuant to this Agreement, lawsuit, administrative action or other proceeding brought against the Indemnified Party by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Agreement for which Tenant has an obligation to defend. Tenant shall pay all reasonable costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. The obligations of Tenant pursuant to this Section shall survive the termination or expiration of this Agreement.

21. HAZARDOUS MATERIALS PROHIBITED. The use, generation, storage or disposal of Hazardous Materials on the Property is strictly prohibited, and any such use,

generation, storage, or disposal shall result in a default and termination of this Agreement. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, *et seq.*; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time. Notwithstanding the foregoing, in the event Hazardous Materials are determined to be present on the Property and that such Hazardous Materials have been present since prior to Tenant's occupancy, Tenant shall not be in default under this Section 21 and shall enjoy continued use of the Property as described hereunder. Further, any costs associated with the remediation of the same shall be the sole and exclusive responsibility of Landlord. However, if Tenant's use of the Property shall interfere with such remediation or if the cost of such remediation shall be onerous to Landlord, as determined in Landlord's sole and absolute discretion, Landlord shall have the authority to terminate this Agreement with thirty (30) days' prior written notice to Tenant. Tenant may offer to assist with the remediation, such assistance to be at Tenant's sole cost and expense, or offer to help pay the cost of remediation in order to prevent the termination of the Agreement. Landlord shall have the authority, in its sole and absolute discretion, to accept or reject Tenant's offers to assist with the remediation or offer to help pay the cost of the same.

22. INSURANCE.

22.1 Time for Compliance. Tenant shall provide evidence in writing satisfactory to the Landlord that it has secured all insurance required under this Section within thirty (30) days of the Effective Date.

22.2 Minimum Requirements. Tenant shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the provision of the shelter services, as set forth in Section 7, or related services on the Property or the possession, use, occupancy, management, operation, repair, maintenance or control of the Property by the Tenant and/or its officers, officials, agents, representatives, volunteers or employees.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California.

(b) **Fire and Extended Coverage.** Tenant shall, at its expense, procure and maintain for the duration of this Agreement fire and extended coverage insurance for Tenant's fixtures, goods, wares, or personal property on or in the Property. Property insurance should be for full replacement value with no co-insurance penalty provision.

(c) **Minimum Limits of Insurance.** Tenant shall maintain limits no less than: (A) *General Liability*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

22.3 **Insurance Endorsements.** The insurance policies shall contain the following provisions, *or* Tenant shall provide endorsements on forms supplied or approved by the Landlord to add the following provisions to the insurance policies:

(a) **General Liability.** The general liability policy shall be endorsed to state that: (A) the Landlord, the City and their directors, officials, officers, employees, volunteers and agents shall be covered as additional insurers with respect to the possession, use, occupancy, management, operation, repair, maintenance or control of the Property by the Tenant and its officers, officials, agents, representatives, volunteers or employees; and (B) the insurance coverage shall be primary insurance with respect to the Landlord, the City and their directors, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Tenant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Landlord, the City and their directors, officials, officers, employees, volunteers and agents shall be excess of the Tenant's insurance and shall not be called upon to contribute with it.

(b) **Automobile Liability.** The automobile liability policy shall be endorsed to state that the Landlord, the City and their directors, officials, officers, employees, volunteers and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Tenant or for which the Tenant is responsible; and (B) the insurance coverage shall be primary insurance with respect to the Landlord, the City and their directors, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Tenant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Landlord, the City and their directors, officials, officers, employees, agents and volunteers shall be excess of the Tenants insurance and shall not be called upon to contribute with it.

(c) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Landlord, the City and

their directors, officials, officers, employees, volunteers and agents for losses paid under the terms of the insurance policy which arise from work performed by the Tenant.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Landlord; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Landlord, the City and their directors, officials, officers, employees, volunteers and agents.

22.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Landlord, the City and their directors, officials, officers, employees, volunteers and agents.

22.5 Deductibles and Self-Insurance Retentions. Tenant represents and warrants that it currently has a self-insured retention of Five Thousand Dollars (\$5,000). Tenant acknowledges that Landlord usually requires its tenants: (i) to reduce or eliminate self-insured retentions with respect to the Landlord, the City and their directors, officers, officials, employees, volunteers or agents; or (ii) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative defense expenses. Landlord agrees that it shall not require Tenant to comply with (i) or (ii) above so long as Tenant does not increase its self-insured retention to an amount more than One Hundred Thousand Dollars (\$100,000) without first obtaining Landlord's prior written approval.

22.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:IV, licensed and admitted to do business in California, and satisfactory to the Landlord.

22.7 Verification of Coverage. Tenant shall furnish Landlord with original certificates of insurance and endorsements affecting coverage required by this Agreement on forms satisfactory to the Landlord. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the Landlord if requested. All certificates and endorsements must be received and approved by the Landlord. The Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

23. TERMINATION.

23.1 Landlord. Without limiting its ability to seek other remedies (either at law or in equity) that may be available to it pursuant to statute or judicial decision, Landlord may terminate this Agreement and all of its obligations hereunder at its option, upon the occurrence of any of the following or as otherwise provided in this Agreement:

(a) Tenant's breach of any of its non-monetary obligations under this Agreement and failure to cure such breach within thirty (30) days after receipt of written notice from Landlord or if such cure cannot be completed within thirty (30) days, Tenant's failure to commence such cure within thirty (30) days after its receipt of written notice and thereafter diligently prosecute such cure to completion; or

(b) Tenant's breach of any of its monetary obligations under this Agreement and failure to cure such breach within ten (10) days after receipt of written notice from Landlord; or

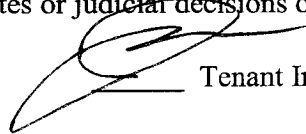
(c) If a License Agreement is entered into, as described in Section 6.2 of this Agreement, and Tenant fails to provide a copy of such executed License Agreement, or if proof of insurance or any other documentation or payment required to be provided to Landlord or as Landlord has instructed in the License Agreement is not provided prior to Licensee's operation of food services in the Licensed Area.

Landlord may exercise its option to terminate pursuant to this Section 23.1 after providing thirty (30) days written notice, or other notice period if specified above, to Tenant. If this Agreement is terminated pursuant to Section 21 or this Section 23.1, Tenant hereby expressly, knowingly and voluntarily waives any and all rights, benefits and/or assistance it may be entitled to receive from Landlord due to such termination, including, without limitation, loss of goodwill, or inverse condemnation.

Tenant has been advised by its legal counsel concerning the content and effect of California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Tenant hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes or judicial decisions of similar effect




Tenant Initials

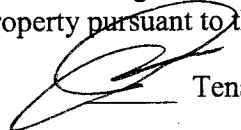
23.2 Tenant. Tenant may terminate this Agreement upon Landlord's breach of any of its obligations under this Agreement and Landlord's failure to cure such breach within thirty (30) days after receipt of written notice from the Tenant or, if such cure cannot be completed within thirty (30) days, Landlord's failure to commence such cure within thirty (30) days after its receipt of written notice and thereafter diligently prosecute such cure to completion.

24. NON-ELIGIBILITY FOR RELOCATION BENEFITS. Tenant hereby acknowledges that Tenant was not an occupant of the Property at the time the Property was acquired by Landlord. Tenant further understands and agrees that as a "post-

acquisition tenant,” as that term is defined in Cal. Code Regs., tit. 25, § 6034(b)(1), Tenant is not eligible and furthermore waives all claims for relocation assistance and benefits under federal, state or local law. For purposes of this section “relocation assistance and benefits” shall mean the payment of relocation expenses and payment of just compensation, severance damages, unlawful pre-condemnation conduct, inverse condemnation and any other compensation, benefits and reimbursements. The Parties agree that this Section 24 shall only apply to new tenants of the Property.

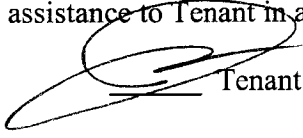
 Tenant's Initials

25. OWNER PARTICIPATION RIGHTS. Tenant acknowledges that the Property is located within the Merged Redevelopment Plan for the Merged Redevelopment Project Area. Tenant also acknowledges that pursuant to CRL Sections 33339, 33345 and 33380, each redevelopment plan must provide for the opportunity for participation of operators of businesses and business tenants in the redevelopment of the property if those parties agree to participate in conformity with the terms of the redevelopment plan. The Merged Redevelopment Plan contains Rules Governing Participation and Reentry Preferences for Property Owners, Operators of Businesses, and Business Tenants for the Merged Redevelopment Project Area (“Owner Participation Rights”). Tenant hereby waives any Owner Participation Rights pursuant to the Merged Redevelopment Plan and the CRL to participate in the redevelopment of the property surrounding, adjacent to, or near the Property. In lieu of exercising said Owner Participation Rights and participating in the redevelopment of the Merged Redevelopment Project Area, Tenant desires to lease from Landlord the Property pursuant to the terms and conditions of this Agreement.

 Tenant's Initials

26. TAXABLE POSSESSORY INTERESTS. Tenant acknowledges that the execution of this Agreement for the Property creates a taxable possessory interest pursuant to Revenue Taxation Code Section 107, as amended from time to time, subjecting Tenant to pay any and all taxes levied on this interest in government owned real property. A taxable possessory interest exists when a person or entity has the right to a beneficial use of tax exempt, government owned real property whether rent is paid or not. These possessory interest taxes are to be paid by Tenant directly to the County Tax Collector and shall be kept current, without delinquency. TENANT IS ADVISED TO CONTACT THE COUNTY ASSESSOR PRIOR TO ENTERING INTO THIS AGREEMENT FOR AN ESTIMATE OF THE POSSESSORY INTEREST TAX FOR THIS PROPERTY AND THE ACTUAL PAYMENT DUE DATES. PLEASE BE AWARE THAT THESE ESTIMATES ARE SUBJECT TO CHANGE. All possessory taxes are assessed yearly as of January 1st of each year. If the payment of the taxes become delinquent, Landlord may consider the failure to pay taxes owed a breach of this lease and grounds for termination. The person or entity in actual or constructive possession of the property on the lien date is liable for the tax for the entire year. There is no provision for proration of the taxes. Upon termination of the occupancy and thereby the taxable possessory interest, the Tenant is still responsible for the remaining portion of the tax bill through the end of that year. Notwithstanding the foregoing, Tenant may

qualify for certain exemptions from the payment of the same and Landlord shall provide its reasonable assistance to Tenant in applying and qualifying for any such exemption(s).


Tenant Initials

27. TAXES. In addition to the possessory taxes described in Section 26 above, Tenant shall pay during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Agreement by any governmental agency or entity on or against the Property, personal property located on or in the Property, and the leasehold estate created by this Agreement. Notwithstanding the foregoing, Tenant may qualify for certain exemptions from the payment of the same and Landlord shall provide its reasonable assistance to Tenant in applying and qualifying for any such exemption(s).

28. GENERAL PROVISIONS.

28.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail postage prepaid, return receipt requested, or sent by facsimile transmission and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, two (2) business days after the date of posting by the United States post office, (iii) if sent by facsimile, the date of the facsimile transmission.

To Landlord: Redevelopment Agency of the City of Corona
400 S. Vicentia Ave, Suite 310
Corona, CA 92882
Attention: Redevelopment Director
Telephone (951) 736-2260
Facsimile (951) 736-2488

Copy to: Best Best & Krieger LLP
5 Park Plaza Suite 1500
Irvine, CA 92614
Attention: Elizabeth Hull
Telephone (949) 263-2600
Facsimile (949) 260-0972

To Tenant: Corona Norco Rescue Mission
One Hope Drive
Tustin, California 92782
Attention: Jim Palmer
Telephone (714) 247-4300

Facsimile (714) 566-6440

Copy to: Yates & Yates, LLP
Attention: Christopher A. Ferebee
1100 Town and Country Road, Suite 1300
Orange, California 92868
Telephone (714) 480-4000
Facsimile (714) 480-4001

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

28.2 Legal Fees. In the event of the bringing of any action or suit by a Party against another Party under this Agreement by reason of any breach of any of the terms or provisions on the part of such other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including reasonable attorneys' fees (or, in the event of any action to enforce this Lease, the prevailing party shall be entitled to recover all of its costs and expenses of the action, including reasonable attorneys' fees), as determined by a court of competent jurisdiction.

28.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one and the same instrument.

28.4 Cautions. Any captions to, or headings of, the Sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

28.5 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties thereto, to any person or entity other than the Parties hereto.

28.6 Amendment of Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

28.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.


28.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

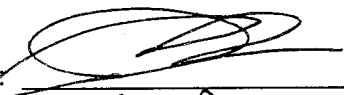
SIGNATURE PAGE TO LEASE AGREEMENT

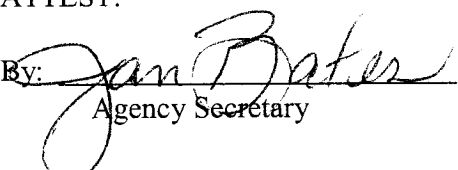
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.


LANDLORD
THE REDEVELOPMENT AGENCY
OF THE CITY OF CORONA,
a California public agency

TENANT
INLAND EMPIRE RESCUE
MISSION, INC.,
a California non-profit corporation,
dba, CORONA NORCO RESCUE
MISSION

By: 
Bradly L. Robbins
Executive Director
Date: *10-21-10*

By: 
Name: *Jim Palmer*
Title: *President*
Date: *9-20-2010*

ATTEST:
By: 
Agency Secretary

APPROVED AS TO FORM:
BESTBEST & KRIEGER, LLP
By: 
Agency Counsel

By: _____
Name: _____
Title: _____
Date: _____

28.9 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

28.10 Severability. If one or more of the provisions of this Agreement is hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the Parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

28.11 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. The Parties acknowledge and agree that this Agreement was negotiated, entered into and is to be performed in the City of Corona, California. Any litigation or other legal proceedings that arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Riverside, California. Tenant consent to personal jurisdiction and venue in federal or state court located within or for the County of Riverside, California and hereby waives any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

28.12 Authority to Execute Agreement. Landlord and Tenant warrant that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each party for whom they sign to perform as provided herein.

28.13 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Tenant and Landlord as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, volunteer, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

28.14 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

28.15 Exhibits. The Exhibits to this Agreement are incorporated by reference as though fully set forth herein.

28.16 Memorandum of Agreement. The Agency may record in the Riverside County Recorder's Office this Agreement or a memorandum of this Agreement in a form approved by the Agency's Executive Director and the Agency's Legal Counsel. Which memorandum shall be executed by Tenant in recordable form upon request by the Agency.

[Signatures on following page]

**EXHIBIT A
TO LEASE AGREEMENT
LEGAL DESCRIPTION OF PROPERTY**

That certain real property located in the City of Corona, County of Riverside legally described as follows:

Lot 1 of Parcel Map Number 27662, Recorded in Book 189, Pages 44, 45, and 46 of Parcel Maps records of Riverside County.

**EXHIBIT B
TO LEASE AGREEMENT
LICENSE AGREEMENT**

This License Agreement ("License") is entered into as of _____, 2010 by and between the Inland Empire Rescue Mission, Inc., a California non-profit corporation, dba Corona Norco Rescue Mission ("Licensor") and _____, a _____ ("Licensee").

RECITALS

WHEREAS, Licensor has, by that certain lease dated as of (the "Lease") leased from the Redevelopment Agency of the City of Corona (the "Agency") certain real property located at 420 West Harrison Street, Corona ("City"), California (Assessor Parcel No. 119-290-049) and more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference ("Property"). Initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms by the Lease.

WHEREAS, according to the Lease, Licensor has the right to grant a license to the current kitchen area, eating area and an office area (as such office area may be designated by Licensor), including, without limitation, fixed items such as the freezer, refrigerator, stove, oven, sink, cupboards, eating tables and chairs located therein ("Licensed Area") for the provision, preparation, service and storage by Licensee of food and drink, as well as any related ancillary uses for certain homeless persons and persons at risk of becoming homeless (provided that all other requirements of eligibility other than homelessness are met), as set forth herein ("Activities"). Licensor has also agreed to provide certain parking at the Property to Licensee.

NOW, THEREFORE, the Licensor and Licensee do hereby agree as follows:

AGREEMENT

1. License. The Licensor grants to Licensee and its volunteers, employees, officers, directors, agents and contractors, a revocable, nonexclusive, nontransferable License in, around, over, to and from, the Licensed Area for the conduct of the Activities in accordance with the terms of the Lease and this License. It is hereby expressly understood by the parties hereto that the office space shall be as designated by Licensor, shall be shared with Licensee, but shall be in an amount necessary for Licensee to administer the Activities at the Property. In addition, sufficient parking for the Licensee's volunteers, employees, officers, directors and agents, who are conducting the Activities, shall be provided by Licensee at the Property. Licensee's Activities shall be limited to the Licensed Area: provided however that Licensee may use the parking area provided by the

Licensors and any area on the Property in order to traverse to and from the Licensed Area and such parking area.

1.1 Food Services. Licensee or its designee(s) shall be solely responsible, at its sole cost and expense for conducting the Activities, as well as any related ancillary items for Eligible Homeless Persons. Licensee, at its sole cost and expense, shall at all times comply with the requirements of local state and federal laws, rules, orders, and regulations now in force or which may hereinafter be in force.

1.2 Eligibility. For purposes of this Agreement, the term "Eligible Homeless Person" shall mean a person meeting the definition of "Eligible Homeless Person" pursuant to Section 6.3 of the Lease, except as the same may be expanded pursuant to this Section 1.2. Only Eligible Homeless Persons may receive food services by the Licensee or its designee(s). For purposes of receiving food services under this Agreement, persons who are at risk of becoming homeless, as determined by Licensee in its reasonable discretion, shall be deemed to be Eligible Homeless Persons, despite not being homeless, provided that all other requirements of eligibility set forth in this Agreement, other than homelessness, are met.

1.3 No Obligation to Provide or Finance the Services. The Licensee or its designee(s) shall pay all costs associated with performing the Activities.

2. Term. The term of this License shall expire upon the termination of the Lease as provided in the Lease or upon termination of this License as determined by the Licensor pursuant to Section 12 of this License, whichever occurs earlier. This License is subordinate to all prior or future rights and obligations of the Licensor in the Property, except that Licensor shall grant no rights inconsistent with the reasonable exercise by Licensee of its rights under this License.

3. Liens. Licensee shall not permit to be placed against the Property, or any part thereof any stop notices, mechanics', materialmen's, contractors' or subcontractors' liens in connection with, or arising out of Licensee's actions upon the Property under this License. Licensee agrees to hold the Licensor, the City, the Agency, their officials, officers, directors, employees, volunteers and agents and the Property harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such stop notices or liens that might be filed against the Property.

4. Indemnification. Licensee agrees to defend, indemnify and hold the Licensor, the City, the Agency, and their officials, directors, officers, employees, agents and volunteers (collectively, "Indemnified Parties") free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages and injuries to property or persons, including wrongful death, arising in any manner out of or incident to Licensee or Licensee's employees', volunteers', agents' or contractors' entry onto or use of the Property and conduction of the Activities, including any alleged negligent acts,

omissions or willful misconduct of the Indemnified Parties arising out of or in connection with the performance of the Activities on the Property, including, without limitation, the payment of all consequential damages, attorneys' fees, expert witness fees and other related costs and expenses. The indemnity and other rights afforded by this Section 4 shall survive the expiration, revocation or termination of this License.

5. Release of Liability. Licensee agrees to release, waive and discharge the indemnified Parties from any and all alleged and actual claims, damages, remedies, causes of action, demands, and other liabilities (collectively "Liabilities") arising in any manner out of or incident to Licensee or Licensee's employees', volunteers', agents' or contractors' entry onto or use of the Property and conduction of the Activities, including any alleged negligent acts, omissions or willful misconduct of the Indemnified Parties arising out of or in connection with the performance of the Activities on the Property, whether retrospective, current, or prospective, known or unknown, foreseeable or unforeseeable. Licensee specifically waives application of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Licensee Initials

6. Compliance with Laws/Permits. Licensee shall, in all activities undertaken pursuant to this License, comply and cause its contractors, agents, volunteers and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, permits, policies and decrees. Without limiting the generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for the Activities. Nothing contained in this License, including this provision, shall alter the Licensor's obligations to the Agency under the Lease.

7. Waiver of Relocation Rights; Owner Participation.

(a) WAIVER OF RELOCATION RIGHTS. LICENSEE HEREBY WAIVES ANY RIGHT TO RELOCATION ASSISTANCE, MOVING EXPENSES, GOODWILL OR OTHER PAYMENTS TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED, BUT FOR THIS WAIVER AND LICENSOR'S EXPRESS RIGHT OF TERMINATION, UNDER THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED, 42 UNITED STATES CODE SECTION 4601, *ET SEQ.* AND/OR THE CALIFORNIA RELOCATION ASSISTANCE LAW, AS AMENDED, GOVERNMENT CODE

EXHIBIT B

SECTION 7260, *ET SEQ.*

(b) **Owner Participation.** Licensee acknowledges that the Property is located within the Merged Redevelopment Plan for the Merged Redevelopment Project Area. Licensee also acknowledges that pursuant to Health and Safety Code sections 33339, 33345 and 33380, each redevelopment plan must provide for the opportunity for participation of operators of businesses and business tenants in the redevelopment of the property if those parties agree to participate in conformity with the terms of the redevelopment plan. The Merged Redevelopment Plan contains Rules Governing Participation and Reentry Preferences for Property Owners, Operators of Businesses, and Business Tenants for the Merged Redevelopment Project Area (“Owner Participation Rights”). Licensee hereby waives any Owner Participation Rights, as applicable, pursuant to the Merged Redevelopment Plan and the Community Redevelopment Law (Health and Safety Code section 33000, *et seq.*) to participate in the redevelopment of the property surrounding, adjacent to, or near the Property. In lieu of exercising said Owner Participation Rights and participating in the redevelopment of the Merged Redevelopment Project Area, Licensee desires to obtain a license from Licensor for the Licensed Area pursuant to the terms and conditions of this License.

8. **Taxable Possessory Interest.** Licensee acknowledges that the execution of this License may create a taxable possessory interest pursuant to Revenue Taxation Code Section 107, as amended from time to time, subjecting Licensee to pay any and all taxes levied on this interest in government owned real property. A taxable possessory interest exists when a person or entity has the right to a beneficial use of tax exempt, government owned real property whether rent is paid or not. These possessory interest taxes are to be paid by Licensee directly to the County Tax Collector and shall be kept current, without delinquency. LICENSEE IS ADVISED TO CONTACT THE COUNTY ASSESSOR PRIOR TO ENTERING INTO THIS AGREEMENT FOR AN ESTIMATE OF THE POSSESSORY INTEREST TAX FOR THIS PROPERTY AND THE ACTUAL PAYMENT DUE DATES. PLEASE BE AWARE THAT THESE ESTIMATES ARE SUBJECT TO CHANGE. All possessory taxes are assessed yearly as of January 1st of each year. If the payment of the taxes become delinquent, Agency may consider the failure to pay taxes owed a breach of this License and grounds for termination. The person or entity in actual or constructive possession of the property on the lien date is liable for the tax for the entire year. There is no provision for proration of the taxes. Upon termination of the occupancy and thereby the taxable possessory interest, the Licensee is still responsible for the remaining portion of the tax bill through the end of that year.

_____ Licensee Initials

9. **Inspection.** The Agency or Licensor and their representatives, volunteers, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Licensee's compliance with the terms and conditions of this License.

EXHIBIT B

10. No Real Property Interest. It is expressly understood that this License does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to Licensee.

11. Attorneys' Fees. In the event of a dispute between the parties with respect to the terms or conditions of this License, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees, legal costs and expenses established by the judge or arbitrator presiding over such dispute.

12. Revocation and Termination. Notwithstanding any improvements made by Licensee to the Property or any sums expended by Licensee in furtherance of this License, this License may be terminated by the Licensor in accordance with the terms herein. If, at any time, Licensee shall fail or refuse to comply with or carry out any part of this License, the Licensor may, at its election, immediately revoke and terminate this License.

13. Continuing Liability. No expiration, revocation or termination of this License shall release Licensee from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the expiration, revocation or termination of this License.

14. Conditions to Entry. Prior to and as conditions to exercise of this License, the following conditions must be satisfied:

(a) Time for Compliance. This License shall not commence until Licensee has provided evidence in writing satisfactory to the Licensor and the Agency that it has secured all insurance required under this Section.

(b) Minimum Requirements. Licensee shall, at its expense, procure and maintain for the duration of this License insurance against claims for injuries to persons or damages to property which may arise from or in connection with the provision of the Activities on the Property or the use or occupancy of the Licensed Area by the Licensee and/or its volunteers, employees, officers, directors, agents or contractors.

(i) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California.

(ii) Fire and Extended Coverage. Licensee shall, at its expense, procure and maintain for the duration of this License fire and extended coverage insurance for Licensee's goods, wares, or personal property on or in the Property.

Property insurance should be for full replacement value with no co-insurance penalty provision.

(iii) **Minimum Limits of Insurance.** Licensee shall maintain limits no less than: (A) *General Liability*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

(c) **Insurance Endorsements.** The insurance policies shall contain the following provisions, *or* Licensee shall provide endorsements on forms supplied or approved by the Licensor and the Agency to add the following provisions to the insurance policies:

(i) **General Liability.** The general liability policy shall be endorsed to state that: (A) the Indemnified Parties shall be covered as additional insurers with respect to the use and occupancy of the Property by the Licensee and its volunteers, employees, officers, directors, agents or contractors; and (B) the insurance coverage shall be primary insurance with respect to the Indemnified Parties, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Indemnified Parties shall be excess of the Licensee's insurance and shall not be called upon to contribute with it.

(ii) **Automobile Liability.** The automobile liability policy shall be endorsed to state that the Indemnified Parties shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Licensee or for which the Licensee is responsible; and (B) the insurance coverage shall be primary insurance with respect to the Indemnified Parties, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Indemnified Parties shall be excess of the Licensee's insurance and shall not be called upon to contribute with it.

(iii) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against Indemnified Parties for losses paid under the terms of the insurance policy which arise from work performed by the Licensee.

(iv) **All Coverages.** Each insurance policy required by this License shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Licensor and the Agency; and (B) any

failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Indemnified Parties.

(d) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Indemnified Parties.

(e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:IV, licensed and admitted to do business in California, and satisfactory to the Landlord.

(f) Verification of Coverage. Licensee shall furnish Licensor and the Agency with original certificates of insurance and endorsements affecting coverage required by this Agreement on forms satisfactory to the Landlord. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the Landlord if requested. All certificates and endorsements must be received and approved by the Landlord. The Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

15. Third Party Beneficiaries. Except as provided in Section 4 hereof (Indemnification), no other person shall be deemed a third party beneficiary under this License. In addition to the foregoing, the Agency shall be deemed an express third party beneficiary of this License, including, without limitation the obligations contained in Section 1.1 hereof. In the event of any material breach by Licensee or Licensor of any term, condition or covenant of this License, the Agency shall be entitled to any remedy available at law or in equity.

16. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail postage prepaid, return receipt requested, or sent by facsimile transmission and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, two (2) business days after the date of posting by the United States post office, (iii) if sent by facsimile, the date of the facsimile transmission.

To Licensee: _____

Telephone: _____
Facsimile: _____

To Licensor Corona Norco Rescue Mission
One Hope Drive

Tustin, California 92782
Telephone (714) 247-4300
Facsimile (714) 566-6440

Copy to: Yates & Yates, LLP
Attention: Christopher A. Ferebee
1100 Town and Country Road, Suite 1300
Orange, California 92868
Telephone (714) 480-4000
Facsimile (714) 480-4001

To Agency: Redevelopment Agency of the City of Corona
400 S. Vicentia Avenue, Suite 310
Corona, CA 92882
Attention: Redevelopment Director
Telephone (951) 736-2260
Facsimile (951) 736-2488

Copy to: Best Best & Krieger LLP
5 Park Plaza, Suite 1500
Irvine, CA 92614
Attention: Elizabeth Hull
Telephone (949) 263-2600
Facsimile (949) 260-0972

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

17. Repairs and Maintenance. Licensee shall keep the Licensed Area in good, clean condition and repair as set forth herein and in a clean and sanitary manner and shall surrender the same at termination hereof in as good condition as received, normal wear and tear excepted.

Further, Licensee shall keep the Licensee-owned refrigeration in good, clean condition and repair and in a clean and sanitary manner. Licensee shall be responsible, at its sole cost, expense and liability, for maintaining and making repairs, restorations and replacements (as necessary) to the Licensee-owned refrigeration. Upon termination of this License pursuant to the terms herein, Licensee shall be entitled to remove the Licensee-owned refrigeration within five (5) days of such termination.

18. Alterations and Additions. Licensee, at its sole cost and expense, may make alterations, improvements or additions in, about or of the Property, only with the

prior written consent of Licensor and the Agency, to be determined in their sole and absolute discretion, and only upon terms and conditions mutually agreed upon in writing between the Licensee, Licensor and the Agency.

19. Time is of the Essence. Time is of the essence in this License.

20. Severability. If one or more of the provisions of this License is hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this License.

21. Amendment. The terms and conditions of this License may be altered, changed or amended only by written agreement of the Parties hereto.

22. Successors and Assigns. This License shall be binding on the successors and assigns of the Parties.

23. Entire Agreement. This License contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this License shall not void or affect the validity of any other provision.

24. Governing Law and Venue. This License shall be governed by the laws of the State of California and venue shall be set in the County of Riverside.

[Signatures on following page]

SIGNATURE PAGE TO LICENSE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

LICENSEE:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

INLAND EMPIRE RESCUE MISSION, INC.,
a California non-profit corporation, dba
CORONA NORCO RESCUE MISSION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

TO LICENSE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in the City of Corona, County of Riverside legally described as follows:

Lot 1 of Parcel Map Number 27662, Recorded in Book 189, Pages 44, 45, and 46 of Parcel Maps records of Riverside County.