

DUPLICATE

THE CITY OF SAN DIEGO

HARMONIUM, INC.

Flat Rate Lease

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OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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LEASE OUTLINE

SECTION 1: USES	1
1.1 <u>Premises</u>	1
1.2 <u>Uses</u>	1
1.3 <u>Annual Activities Report</u>	2
1.4 <u>Related Council Actions</u>	2
1.5 <u>Quiet Possession</u>	2
1.6 <u>Easements and Reservations</u>	2
1.7 <u>Competent Management</u>	3
1.8 <u>Operation of Facilities</u>	3
1.9 <u>Rates and Charges</u>	3
1.10 <u>CITY Use</u>	3
1.11 <u>Political Activities</u>	4
1.12 <u>Public Use</u>	4
1.13 <u>Parking</u>	4
SECTION 2: TERM	4
2.1 <u>Commencement</u>	4
2.2 <u>Holdover</u>	4
2.3 <u>Right to Extend</u>	5
2.4 <u>Surrender of Premises</u>	5
SECTION 3: RENT	5
3.1 <u>Time and Place of Payment</u>	5
3.2 <u>Rent</u>	6
3.3 <u>Delinquent Rent</u>	6
3.4 <u>Inspection of Records</u>	6
SECTION 4: ASSIGNMENT	7
4.1 <u>Time is of Essence; Provisions Binding on Successors</u>	7
4.2 <u>Assignment and Subletting</u>	7
4.3 <u>Encumbrance</u>	7
4.4 <u>Defaults and Remedies</u>	7
4.5 <u>Eminent Domain</u>	8
SECTION 5: INSURANCE RISKS/SECURITY	9
5.1 <u>Indemnity</u>	9
5.2 <u>Insurance</u>	10
5.3 <u>Waste, Damage, or Destruction</u>	12

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS	12
6.1 <u>Acceptance of Premises</u>	12
6.2 <u>Entry and Inspection</u>	13
6.3 <u>Maintenance</u>	13
6.4 <u>Improvements/Alterations</u>	13
6.5 <u>Utilities</u>	14
6.6 <u>Construction Bond</u>	14
6.7 <u>Liens</u>	14
6.8 <u>Special Fund</u>	15
6.9 <u>Taxes</u>	15
6.10 <u>Signs</u>	16
6.11 <u>Ownership of Improvements and Personal Property</u>	16
6.12 <u>Unavoidable Delay</u>	17
6.13 <u>Development Plan</u>	17
6.14 <u>Hazardous/Toxic Waste</u>	17
6.15 <u>Asbestos Disclosure</u>	19
SECTION 7: GENERAL PROVISIONS	19
7.1 <u>Notices</u>	19
7.2 <u>Compliance with Law</u>	19
7.3 <u>CITY Approval</u>	20
7.4 <u>Nondiscrimination</u>	20
7.5 <u>Compliance with CITY'S Equal Opportunity Contracting Program</u>	20
7.6 <u>Partial Invalidity</u>	21
7.7 <u>Legal Fees</u>	21
7.8 <u>Number and Gender</u>	21
7.9 <u>Captions</u>	21
7.10 <u>Entire Understanding</u>	21
7.11 <u>CITY Employee Participation Policy</u>	22
7.12 <u>Drug-free Workplace</u>	22
7.13 <u>Disabled Access Compliance</u>	23
SECTION 8: SPECIAL PROVISIONS	24
8.1 <u>Bylaws</u>	24
8.2 <u>Corporate Authority</u>	24
8.3 <u>CITY Option to Purchase</u>	24
8.4 <u>Standard of Employees</u>	24
8.5 <u>Supersedure</u>	24
8.6 <u>Relocation Payments</u>	24

SECTION 9: SIGNATURES	25
9.1 <u>Signature Page</u>	25
SECTION 10: EXHIBITS	26
10.1 <u>Legal Description</u>	26
10.2 <u>Parcel Map(s)</u>	27
10.3 <u>Leasehold Area</u>	28
10.4 <u>Building Floor Plan</u>	29
10.5 <u>Description and Listing of LESSEE-owned Improvements</u> ..	30
10.6 <u>Itemized List of Equipment and Inventory Purchased with the</u> <u>State Natural Resources Grant of \$246,250</u>	31
10.7 <u>General Development Plan</u>	32
10.8 <u>Corporate Name</u>	41
10.9 <u>Schedule of Rates and Charges</u>	42
10.10 <u>Schedule of Days and Hours of Operation</u>	43

**CITY OF SAN DIEGO
FLAT RATE LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and HARMONIUM, INC. d.b.a. SAN DIEGO REGIONAL TEEN CENTER, hereinafter called "LESSEE."

SECTION 1: USES

- 1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property (portion of 8450 Mira Mesa Blvd.) situated in the City of San Diego, County of San Diego, State of California, described in Exhibits "10.1 to 10.3" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."
- 1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purpose of operating a self-supporting teen entrepreneur business center. The center, under adult supervision, will give youths hands on experience in business operations. A restaurant, retail store and other small business ventures that the City Manager may, in his sole discretion, deem appropriate to operate on the site. In addition, there will be educational activities, community services and recreational programs offered.

The use of the premises for any unauthorized purpose shall constitute a substantial default and subject this lease to termination at the sole option of the CITY.

LESSEE covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

1.3 Annual Activities Report.

LESSEE is required to submit to CITY an annual activities report which is due thirty (30) days after the beginning of each lease year. This report must include all activities offered and small business ventures operating within the previous lease year and anticipated activities for the following lease year.

1.4 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the leased premises.

1.5 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold, and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

1.6 Easements and Reservations.

- a. CITY hereby reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the leased premises resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage as determined by CITY. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

- 1.7 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a teen center as described in Section 1.2., Uses and related activities in a fiscally responsible manner.
- 1.8 Operation of Facilities. A regular schedule of days and hours of operation shall be established by LESSEE to best serve the public as set forth in Section 10.10, Schedule of Days and Hours of Operation, hereof. Any changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego.
- 1.9 Rates and Charges. All charges for merchandise and services or facilities on said premises shall be in accordance with the schedule set forth in Section 10.9, Schedule of Rates and Charges, hereof. Any changes in said schedule are subject to prior written approval by the City Manager or his authorized representative.

All proceeds, including fees collected by LESSEE from the operation of the premises shall be used to further the purpose of the LESSEE in a manner beneficial to the premises and/or programs offered at the premises.

- 1.10 CITY Use. The premises shall be available to CITY for civic events and special programs, free of charge, except where LESSEE has scheduled events or programs. After every CITY use, the premises shall be left in the same condition found, and LESSEE shall not be required to incur any additional costs by reason of CITY use.

If CITY decides to place a Community Service Center on the premises for the benefit of the community, LESSEE agrees to provide, to the

satisfaction of the City Manager, adequate space for that use at no cost to CITY except that CITY shall pay its share of utilities.

1.11 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1.2, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that LESSEE shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events:

1.12 Public Use. The general public shall not be wholly or permanently excluded from any portion of the premises. LESSEE may develop reasonable restrictions for the facility use provided they are consistent with the rights of the general public and are designed to allow LESSEE to use the premises for the purposes specified herein. LESSEE agrees that all activities conducted on the premises will be as stated in Section 1.2, Uses, hereof.

LESSEE shall, at all times during the lease term, maintain a CITY-approved sign identifying the property as City-owned and available for public use consistent with the terms of this lease. The sign shall be installed by LESSEE at a location agreeable to CITY.

1.13 Parking. Parking area must be shared with the adjacent senior center, recreation center, police department storefront and for other general public uses. LESSEE must maintain the surrounding parking area of the premises free of debris and trash. CITY, at its sole discretion and determination of need, will maintain the parking lot asphalt and stripping.

SECTION 2: TERM

2.1 Commencement. The term of this agreement shall be three (3) years commencing on the day after the CITY's Building Inspector conducts a final inspection and signs off on the Building Inspection Record for the extensive remodeling of the Premises. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day following the effective date of this lease.

2.2 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this

agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.

- 2.3 Right to Extend. Provided that LESSEE is not in default of this lease, LESSEE has the right to request an extension of this lease once for an additional term of two years, subject to all original agreements, considerations, covenants, and conditions. This request can be approved or disapproved at the sole discretion of the City Manager.

To exercise this right, LESSEE must give CITY six (6) months advance written notice prior to lease termination.

- 2.4 Surrender of Premises. At termination of this lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within five (5) days after written CITY demand, a valid and recordable quitclaim deed covering all of the premises. The premises shall be delivered free and clear of all liens and encumbrances and in a decent, safe, and sanitary condition.

If LESSEE fails or refuses to deliver the required deed, CITY may prepare and record a notice reciting LESSEE'S failure to execute this lease provision, and the notice will be conclusive evidence of the termination of this lease and all LESSEE'S rights to the premises.

SECTION 3: RENT

- 3.1 Time and Place of Payment. Rent is due yearly in advance on or before the first day of each Lease Year. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

3.2 Rent.

- a. Rent Amount. The initial rent is Six Hundred Dollars (\$600.00) per year.

3.3 Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay, in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payments of rent be less than Twenty-five Dollars (\$25).

In the event that the CITY audit, if applicable, discloses that the rent for the audited period has been underpaid in excess of five percent (5%) of the total required rent, then LESSEE shall pay CITY the cost of the audit plus ten percent (10%) per year on the amount by which said rent was underpaid, in addition to the unpaid rents as shown to be due CITY as compensation to CITY for administrative costs and loss of interest as previously described herein. LESSEE agrees to pay such amount and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE'S late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this lease.

3.4 Inspection of Records. LESSEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times so that CITY can determine LESSEE'S compliance with this lease. These records and accounts will be made available by LESSEE at the leased premises and will be complete and accurate showing all income and receipts from use of the premises. LESSEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this lease and cause for termination. LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.

SECTION 4: ASSIGNMENT

- 4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants, and conditions of this lease, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.
- 4.2 Assignment and Subletting. LESSEE shall not assign this lease or any interest therein and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the premises or any part thereof.
- 4.3 Encumbrance. LESSEE may not encumber this leasehold.
- 4.4 Defaults and Remedies.
- a. Default. In the event that:
- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, and LESSEE shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
 - (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
 - (3) LESSEE shall be adjudicated a bankrupt; or
 - (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of

the premises. Provided, however, in the event that any default described in Section 4.4a.(1), hereinabove is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

b. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.

c. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.5 Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
- d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of, or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

SECTION 5: INSURANCE RISKS/SECURITY

- 5.1 Indemnity. LESSEE agrees to defend, indemnify, protect, and hold the CITY, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner

directly or indirectly connected with the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

5.2 Insurance.

a. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:

- (1) Public Liability and property damage insurance in the amount of not less than Two Million Dollars (\$2,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE on or in connection with the use or operation of the premises.
- (2) Professional Liability. Omission and Error Liability of no less than One Million Dollars (\$1,000,000). This policy shall cover counseling services by LESSEE, their staff or client peer counselors (youths counseling youths).
- (3) Fire, extended coverage, and vandalism insurance policy on all insurable property on the premises in an amount to cover 100 percent of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property.

b. LESSEE'S responsibility to maintain said insurance also includes the following:

- (1) Additional Insured. All insurance policies will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) days' prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of

construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.

- (2) Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving LESSEE sixty (60) days' prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- (3) Accident Reports. LESSEE shall report to CITY any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.
- (4) Failure to Comply. If LESSEE fails or refuses to take out and maintain the required insurance or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s), and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection (4), if LESSEE fails or refuses to take out or maintain insurance as required in this lease or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further

notice to LESSEE, and CITY shall be entitled to exercise all legal remedies in the event of such default.

- 5.3 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the minimum annual rent requirement for such period or periods that said premises are untenable by reason of such damage.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.1 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects whether apparent or latent, in the premises, including the presence of any hazardous wastes.

6.2 Entry and Inspection. CITY reserves and shall always have the right, but not the obligation, to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days' written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.

6.3 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term except as stated herein. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws.

See letter of 1-11-00 CITY will maintain the existing xeriscape garden which is part of the exterior landscaping of the premises. If at any time CITY chooses to no longer maintain the xeriscape garden, LESSEE agrees to landscape and maintain this area to the satisfaction of the City Manager, at no cost to CITY after receiving a thirty (30) days written notice from the City Manager to do so. *- discontinued 1-11-00*

6.4 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to

maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.

- 6.5 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises except as hereinafter stated.

The adjacent office space to LESSEE'S Premises is occupied by the San Diego Police Department. Although it is under a separate agreement, both occupants share water and electricity usage. Therefore, LESSEE agrees to pay for water since water used by the Police Department is nominal; San Diego Police Department agrees to pay 5% of the monthly electricity bill.

- 6.6 Construction Bond. Whenever there is any construction to be performed on the premises, LESSEE shall deposit with CITY, prior to commencement of said construction, a faithful performance bond in the amount of 100 percent of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.

- 6.7 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

6.8 Special Fund. The City will not be obligated in any way to provide financial assistance to LESSEE. It is understood that LESSEE will operate and maintain the teen center as a self supporting entity. However, under Council direction, the sum of Five Hundred Thousand Dollars (\$500,000) has been transferred from the existing Mira Mesa Community Fund to establish the Mira Mesa Teen Center Special Fund (Special Fund). Only the interest generated from the Special Fund may be available to fund operating shortfalls (if any) of the LESSEE at the sole discretion of the City Manager. The Special Fund may also be used for other authorized purposes in the Mira Mesa community at the direction of the City Council.

LESSEE may request disbursement from the Special Fund as long as the Special Fund exists for this purpose and only if an operating shortfall occurs. LESSEE must submit financial reports to the Real Estate Assets Department of the City reflecting LESSEE'S financial status at the time of application, the amount needed and how the money will be spent. A request for such funds may not be submitted more than once during any lease year. The City Manager or designated staff will review this request, and notify LESSEE of approval or disapproval in the City Manager's sole discretion. If approved, the request will then be submitted to the Facilities Financing section of the City for processing and disbursement.

6.9 Taxes. LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

6.10 Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.

6.11 Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property free of all liens and claims, except as otherwise provided in this lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.
- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said expiration or termination.

- f. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.
- 6.12 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.
- 6.13 Development Plan. The premises area developed in accordance with the General Development Plan approved by the City Manager and attached hereto as Exhibit 10.7. The City Manager or his designee shall have the authority to authorize changes to the plan provided that the basic concept may not be modified without City Council approval and a document evidencing any approved changes shall be filed with the City. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY.
- 6.14 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances

in accordance with all applicable rules and regulations of governmental authorities.

LESSEE agrees to assume the defense of, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S operations on the premises, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If LESSEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE, at CITY'S sole option, shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in, or under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all costs and expenses incurred.

- 6.15 Asbestos Disclosure. CITY discloses to LESSEE that portions of the structural components of the premises may contain asbestos. LESSEE acknowledges having received notice from CITY of the presence of such asbestos in accordance with Health and Safety Code Section 25915. LESSEE shall disclose the existence of asbestos on the leased premises, as required by Health and Safety Code Section 25915. LESSEE agrees to indemnify and hold CITY harmless from any loss or claim which may result from the existence of asbestos on the leased premises.

SECTION 7: GENERAL PROVISIONS

7.1 Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE at the leased premises or at such other address designated in writing by LESSEE; and to CITY as follows:

City Manager
Attention Real Estate Assets Manager
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary, as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

- 7.2 Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

7.3 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

7.4 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE'S use of the premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

7.5 Compliance with CITY'S Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

LESSEE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

LESSEE agrees to insert the foregoing provisions in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor. LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and

reviewed by the CITY'S Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LESSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this lease agreement from local residents and firms as opportunities occur. LESSEE agrees to hire qualified local residents and firms whenever feasible.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this lease agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

- 7.6 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.7 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
- 7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.9 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in

this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or LESSEES shall include a condition that the contract, agreement, or lease may, at the sole option of CITY, be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who, within the twelve months immediately preceding such employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

7.12 Drug-free Workplace. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The LESSEE'S policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employees assistance programs.

(4) The penalties that may be imposed upon employees' for drug abuse violations.

- c. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.

7.13 Disabled Access Compliance. LESSEE agrees to comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. LESSEE'S compliance shall include but not necessarily be limited to the following:

- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.
- c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible any areas of the premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of LESSEE.
- e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees shall be individually responsible for their own ADA employment programs.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this lease.

SECTION 8: SPECIAL PROVISIONS

- 8.1 Bylaws. Membership in LESSEE'S organization shall be open to anyone meeting the requirements of its rules and bylaws. All restrictions, rules, bylaws, and fees, if any, and changes thereto proposed by LESSEE'S organization shall, before being put into effect, be submitted to and receive the written approval of the City Manager. Bylaws shall be on file in the office of the Real Estate Assets Department prior to CITY execution of this lease.
- 8.2 Corporate Authority. Each individual executing this lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the bylaws of the corporation, and that this lease is binding upon the corporation in accordance with its terms, and that LESSEE is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify LESSEE to do business in the state where the premises are situated.
- 8.3 CITY Option to Purchase. In the event LESSEE desires to dispose of its interest in this lease, together with any of its interest in improvements, trade fixtures, and furnishings owned by LESSEE on the leased premises, CITY shall be given the first right to purchase said interest and improvements at a mutually agreeable price. If CITY does not exercise such right to purchase, LESSEE shall not then sell or offer to sell its interest at a lower price without first reoffering to CITY the right to purchase at such lower price.
- 8.4 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.
- 8.5 Supersedure. It is mutually agreed that this lease, upon execution, supersedes and annuls that certain Right of Entry permit executed on the 13th day of July, 1994, with CITY and HARMONIUM, INC., which is hereafter void and of no effect except as to any rentals and fees which may have accrued or any rights and remedies accrued or granted to CITY under such agreement.
- 8.6 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this lease.

SECTION 9: SIGNATURES

9.1 Signature Page.

IN WITNESS WHEREOF, this lease agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

Date 8/3/98

THE CITY OF SAN DIEGO

By 

LESSEE: HARMONIUM, INC.

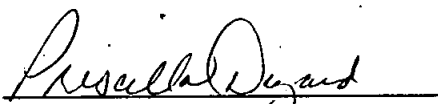
Date 5/20/98

By Nancy Sherman

By Brian B. Brown

APPROVED as to form and legality this 4th day of August, 1998.

CASEY GWINN, CITY ATTORNEY

By 
Deputy City Attorney

CMR:csn

5/18/98

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SECTION 10: EXHIBITS

10.1 Legal Description.

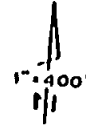
All that portion of the Northeast Quarter of Section 36, Township 14 South, Range 3 West, San Bernardino Base and Meridian, in the City of San Diego, County of San Diego, State of California, according to United States Government Survey, more particularly described as follows:

Beginning at the Northeasterly corner of Mira Mesa Shopping Center Unit No. 4, according to Map thereof No. 7213, filed in the Office of the County Recorder of San Diego County, February 22, 1972, being also a point in the centerline of New Salem Street as described in deed to the City of San Diego, recorded in said County Recorder's Office, September 1, 1971, File/Page No. 71-198533; thence along said centerline and the Southerly prolongation thereof as follows: North $88^{\circ}46'25''$ East, 157.37 feet (Record: North $88^{\circ}46'29''$ East, 157.44 feet) to the beginning of a tangent 830.00-foot radius curve, concave Southwesterly; Southeasterly along the arc of said curve through a central angle of $90^{\circ}00'00''$, an arc length of 1,303.76 feet; and tangent to said curve South $01^{\circ}13'35''$ East (Record: South $01^{\circ}13'31''$ East), 256.35 feet to the centerline of Mira Mesa Boulevard as shown on Mira Mesa Shopping Center Unit No. 3, according to Map thereof No. 7222, filed in the Office of the County Recorder of San Diego County, February 29, 1972; thence along said centerline South $88^{\circ}46'25''$ West, 1010.11 feet; to the Southeasterly corner of said Map No. 7213; thence along the Easterly line of said Map No. 7213 North $00^{\circ}01'35''$ West, 1085.95 feet returning to the Point of Beginning.

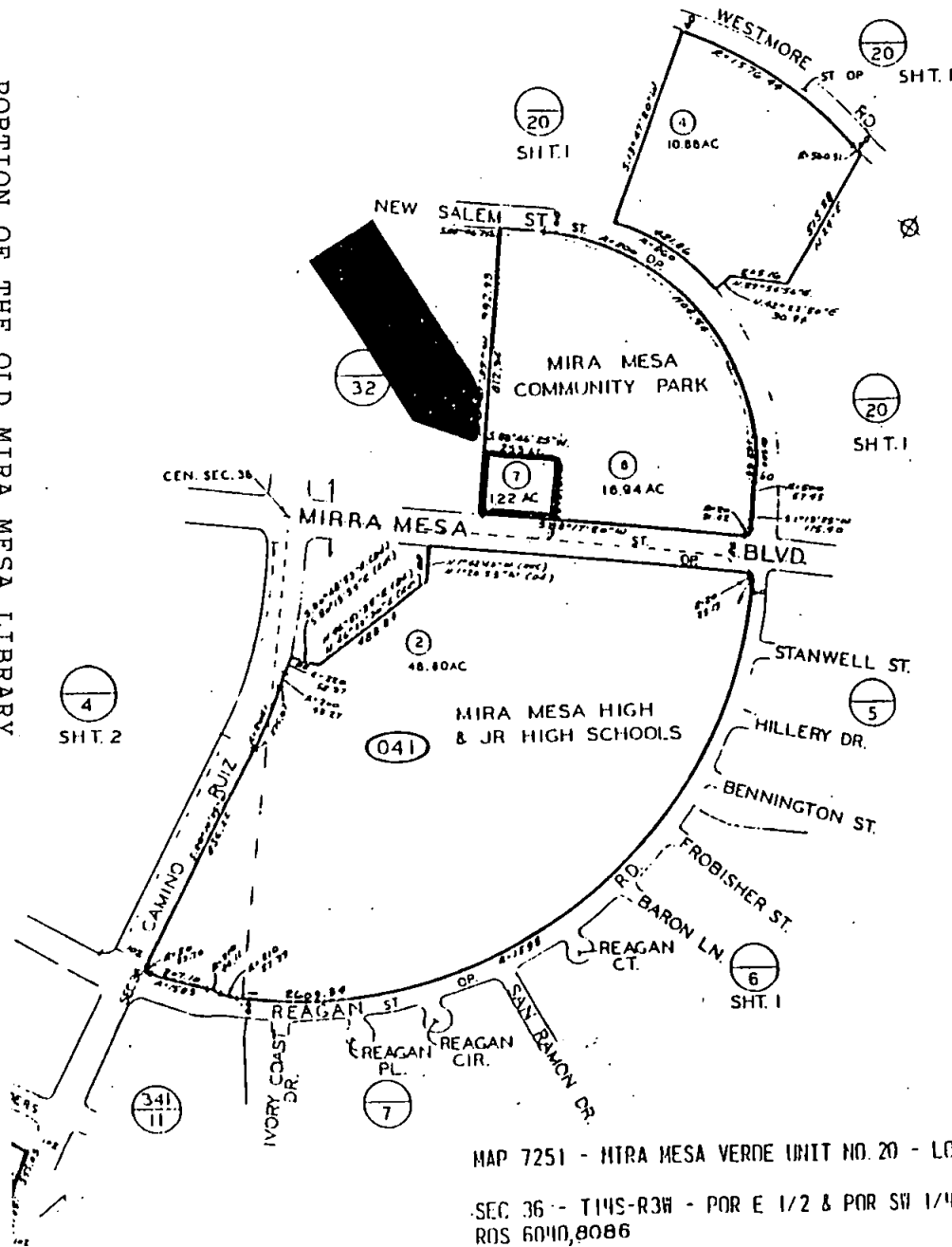
EXCEPTING THEREFROM those portions, if any, previously dedicated as public streets.

10.2 Parcel Map.

311-04
SHT. I OF 2

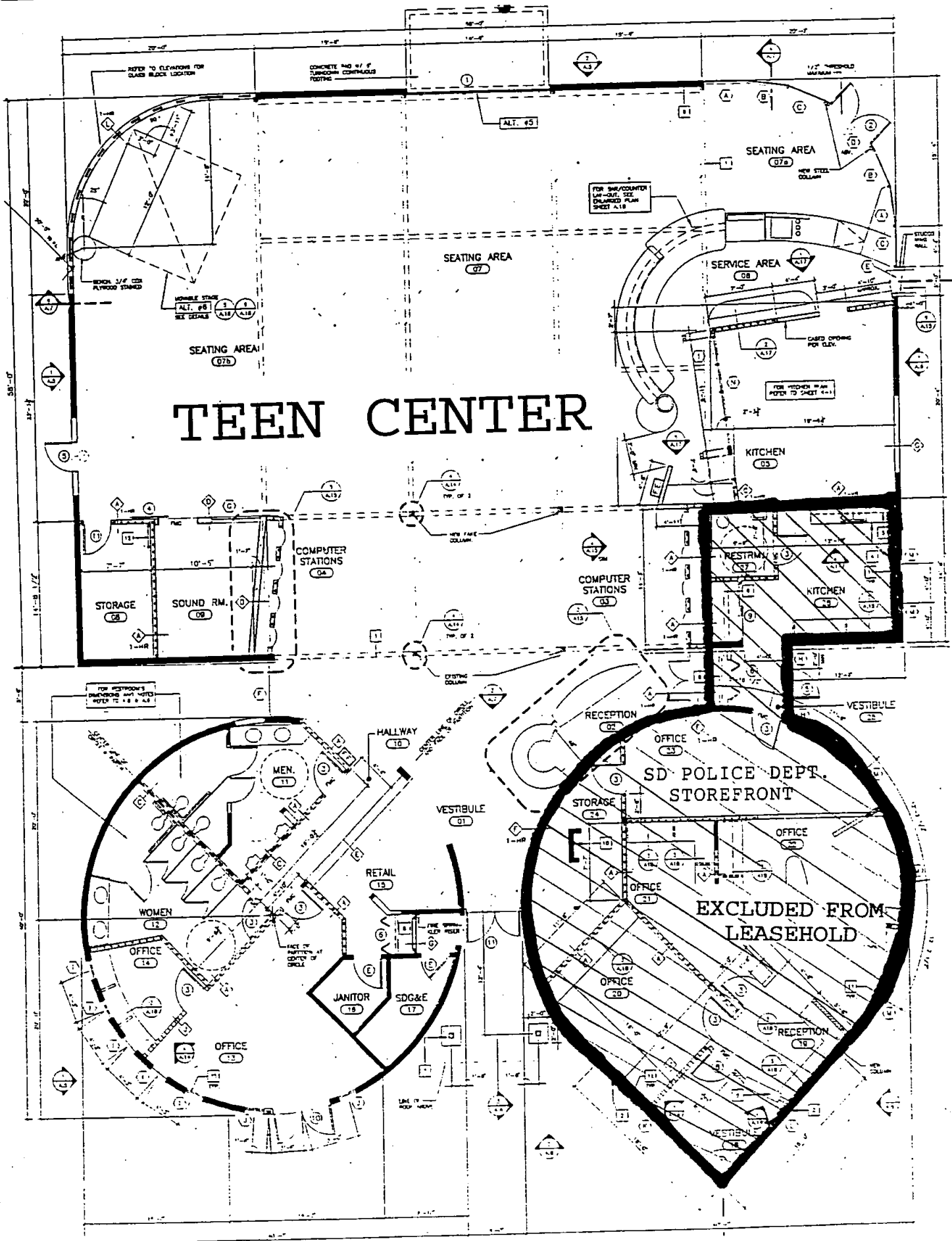


PORTION OF THE OLD MIRA MESA LIBRARY
8450 Mira Mesa Blvd.
San Diego, CA 92126



MAP 7251 - MIRA MESA VERDE UNIT NO. 20 - LOT 4220

SEC. 36 - T14S-R3W - POR E 1/2 & POR SW 1/4
RDS 60410, 8086



10.5 Description and Listing of LESSEE-owned Improvements.

At the inception of the lease, all improvements will be included in the CITY's renovation of the building. As the Teen Center develops all improvements/alterations will be in compliance with lease section 6 paragraph 4.

LESSEE received a State Natural Resources Grant of \$246,250 exclusively for the Regional Teen Center. This fund will be used to purchase equipment, such as a commercial stove, refrigerator, ice maker, dishwasher, ice cream freezer, sound and recording equipment as well as for other permitted expenses.

All equipment and inventory purchased with the grant funds shall be retained for the purpose of the Regional Teen Center. No other use shall occur without the prior written approval of the City. Once this money has been expended, LESSEE shall provide the CITY with an itemized list of items purchased with these funds. This list will become Exhibit 10.6 of the Lease.

If the teen center discontinues to operate, the items listed in Exhibit 10.6 will revert to CITY at CITY'S sole option to do so. Otherwise, LESSEE, at the time of termination, must remove these items and all other personal property from the premises as specified in section 6.10 (c), (d), (e), and (f) of this lease.

10.6 Itemized List of Equipment and Inventory Purchased with the State
Natural Resources Grant of \$246,250

Once this money has been expended, LESSEE shall provide the CITY with an itemized list of purchases made and services provided with these funds.

also see letter
dated 11/22/99

HARMONIUM, INC.
City of San Diego State
San Diego Regional Teen Center (Epicentre)
Complete 3/15/99

SPENT

RESTAURANT/CAFÉ

		(Kitchen Consultant)		
1	03/10/1998	Billy-O Orilio and Company, Inc.	\$1,200.00	
1	06/11/1998	Billy-O Orilio and Company, Inc.	\$600.00	
1	07/21/1998	Billy-O Orilio and Company, Inc.	\$600.00	
1	07/21/1998	Billy-O Orilio and Company, Inc.	\$900.00	
2-A	09/11/1998	Billy-O Orilio and Company, Inc.	\$450.00	
2-B	10/14/1998	Billy-O Orilio and Company, Inc.	\$450.00	
2-C	10/19/1998	Billy-O Orilio and Company, Inc.	\$450.00	
2-D	10/23/1998	Billy-O Orilio and Company, Inc.	\$225.00	
2-E	11/05/1998	Billy-O Orilio and Company, Inc.	\$800.00	
2-F	11/05/1998	Billy-O Orilio and Company, Inc.	\$225.00	
2-G	11/30/1998	Billy-O Orilio and Company, Inc.	\$800.00	
3-A	01/13/1999	Billy-O Orilio and Company, Inc.	\$1,040.00	
4-A1	01/31/1999	Billy-O Orilio and Company, Inc.	\$400.00	
4-A2	02/26/1999	Billy-O Orilio and Company, Inc.	\$640.00	\$8,780.00
		(Kitchen Equipment & Expense)		
1	06/30/1998	F.S.E., Inc.	\$14,207.73	
2-H	09/01/1998	John Hughes (Equip from Target)	\$13.22	
2-I	11/05/1998	Health Permit	\$290.00	
2-J	11/19/1998	Clairemont Cash Register	\$862.00	
2-K	11/20/1998	F.S.E., Inc.	\$9,107.27	
2-L	11/30/1998	F.S.E., Inc.	\$29,076.14	
2-M	11/30/1998	Permit (Rada Petty Cash)	\$29.00	
2-N	12/01/1998	U.S. Food Service (Small Wares)	\$5,213.48	
2-O	12/02/1998	Home Depot (Torch/Cords)	\$109.33	
2-P	12/02/1998	U.S. Food Service	\$1,081.21	
2-Q	12/10/1998	Sears (Food Processor)	\$215.49	
3-B	12/21/1998	Dept of Environmental Health (Permit)	\$80.00	
3-C	01/20/1999	F.S.E., Inc.	\$312.49	
3-D	01/21/1999	F.S.E., Inc.	\$7,404.62	
5-A	01/13/1999	Graphics Ink (Menus)	\$1,383.00	
5-B	02/09/1999	F.S.E., Inc.	\$257.53	
5-C	02/11/1999	Smart & Final	\$43.88	
5-D	02/11/1999	Joseph Webb Foods (Food Stock)	\$1,218.02	
5-E	02/11/1999	Joseph Webb Foods (Food Stock) partial	\$139.92	
5-F	02/12/1999	U.S. Foodservice	\$356.24	
5-G	02/24/1999	John Hughes	\$122.43	\$62,150.13 FSE Equipment
5-H	02/28/1999	Banner Express	\$212.81	\$7,888.66 Small wares
5-I	03/18/1999	Staples	\$238.83	\$862.00 Cash Register
5-J	03/18/1999	U.S. Foodservice	\$340.28	\$394.34 Phone
5-K	03/18/1999	Smart & Final	\$116.20	\$212.81 Banner
5-L	03/23/1999	F.S.E., Inc.	\$1,784.35	\$1,363.00 Menus
5-M	03/24/1999	Tone Communication (Phone)	\$394.34	\$399.00 Permits
5-N	04/27/1999	Smart & Final	\$97.32	\$1,355.94 Food Stock
5-O	04/27/1999	Smart & Final	\$65.30	\$1,478.49 Other kitchen costs
				\$74,748.43 Total Kitchen Equipment
		(Executive Chief Salary)		
2-R	10/31/1998	John Hughes	\$1,463.00	
2-S	10/31/1998	John Hughes - FICA	\$100.72	
2-T	10/31/1998	John Hughes - SUI	\$40.96	
2-U	11/15/1998	John Hughes	\$1,458.50	
2-V	11/15/1998	John Hughes - FICA	\$106.67	
2-W	11/15/1998	John Hughes - SUI	\$39.04	
2-X	11/30/1998	John Hughes	\$1,458.50	
2-Y	11/30/1998	John Hughes - FICA	\$106.67	
2-Z	11/30/1998	John Hughes - SUI	\$39.04	
2-AA	11/30/1998	John Hughes - WC	\$96.89	
3-E	12/15/1998	John Hughes	\$1,458.50	
3-F	12/15/1998	John Hughes - FICA	\$106.67	
3-G	12/15/1998	John Hughes - SUI	\$69.04	
3-H	12/31/1998	John Hughes	\$1,458.50	
3-I	12/31/1998	John Hughes - FICA	\$106.67	
3-J	12/31/1998	John Hughes - SUI	\$39.04	
3-K	12/31/1998	John Hughes - WC	\$94.56	
3-L	01/20/1999	John Hughes - Health	\$100.00	
4-B	01/15/1999	John Hughes	\$1,458.50	
4-C	01/15/1999	John Hughes - FICA	\$106.67	
4-D	01/15/1999	John Hughes - SUI	\$39.04	
4-E	01/31/1999	John Hughes	\$1,458.50	
4-F	01/31/1999	John Hughes - FICA	\$106.67	
4-G	01/31/1999	John Hughes - SUI	\$39.04	
4-H	01/31/1999	John Hughes - WC	\$94.56	
4-I	02/15/1999	John Hughes	\$1,458.50	
4-J	02/15/1999	John Hughes - FICA	\$106.67	
4-K	02/15/1999	John Hughes - SUI	\$39.04	
4-L	02/28/1999	John Hughes	\$1,458.50	
4-M	02/28/1999	John Hughes - FICA	\$106.67	
4-N	02/28/1999	John Hughes - SUI	\$39.04	
4-O	02/28/1999	John Hughes - WC	\$94.56	
4-P	03/15/1999	John Hughes (partial)	\$1,249.59	

Exhibit 10.6

HARMONIUM, INC.
City of San Diego State
San Diego Regional Teen Center (Epicentre)
Complete 3/15/99

SPENT

5-P	03/15/1999	John Hughes (partial)	\$208.91
5-Q	03/15/1999	John Hughes - FICA	\$106.67
5-R	03/15/1999	John Hughes - SUI	\$39.04
5-S	03/15/1999	John Hughes - WC	\$94.58
5-T	03/31/1999	John Hughes	\$1,458.50
5-U	03/31/1999	John Hughes - FICA	\$106.67
5-V	03/31/1999	John Hughes - SUI	\$39.04
5-W	03/31/1999	John Hughes - WC	\$94.58
5-X	04/15/1999	John Hughes	\$1,458.50
5-Y	04/15/1999	John Hughes - FICA	\$106.67
5-Z	04/15/1999	John Hughes - SUI	\$39.04
5-AA	04/15/1999	John Hughes - WC	\$94.58

\$20,045.24

(Storage for Kitchen Equipment)			
1	02/18/1998	Storage U.S.A	\$120.00
1	03/31/1998	Storage U.S.A	\$210.00
1	04/30/1998	Storage U.S.A	\$210.00
1	05/31/1998	Storage U.S.A	\$210.00
1	06/30/1998	Storage U.S.A	\$210.00
1	07/31/1998	Storage U.S.A	\$210.00
2-AB	08/31/1998	Storage U.S.A	\$210.00
2-AC	09/30/1998	Storage U.S.A	\$210.00
2-AD	10/31/1998	Storage U.S.A	\$210.00
2-AE	11/30/1998	Storage U.S.A	\$210.00

\$2,010.00

TOTAL RESTAURANT/CAFÉ

\$105,583.67

RETAIL BUSINESS

\$0.00

MULTIMEDIA & ELECTRONIC PUBLISHING CO.

(Computer System)

1	03/25/1998	Fry's Electronics	\$217.05
2-AF	10/09/1998	P.C. Club (SCSI Cards)	\$432.07
2-AG	10/09/1998	Steve McQuillan (Windows NT)	\$449.10
2-AH	11/09/1998	Fry's Electronics (Cable)	\$450.40
2-AI	11/16/1998	Fry's Electronics	\$215.39
2-AJ	12/01/1998	Gateway Computers	\$9,098.00
2-AK	12/04/1998	Sean McManus	\$69.68
3-M	12/30/1998	Fry's Electronics	\$462.61
3-N	12/31/1998	Laser Card Reader	\$588.25
4-P	02/28/1999	SDA Security Systems	\$4,538.48

\$38,301.98

RECORDING STUDIO & PERFORMANCE SPACE

(Sound Equipment)

1	06/24/1998	Guitar Center	\$9,695.00
1	07/09/1998	Radio Shack	\$35.28
1	07/09/1998	California Sound & Lighting	\$164.86
2-AM	12/10/1998	International Record Service	\$225.00
2-AN	12/14/1998	Guitar Center	\$5,175.00
2-AO	12/15/1998	Dennis Thorbourm (Instal/train)	\$1,200.00
3-O	12/18/1998	California Sound & Lighting	\$34.48
3-P	01/13/1999	Sam Ingersol-Weng (misc sound)	\$279.50

\$63,389.10

OTHER OUTDOOR RECREATION SPACE

\$0.00

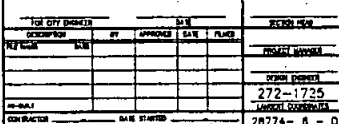
BUSINESS MANAGEMENT/MARKETING

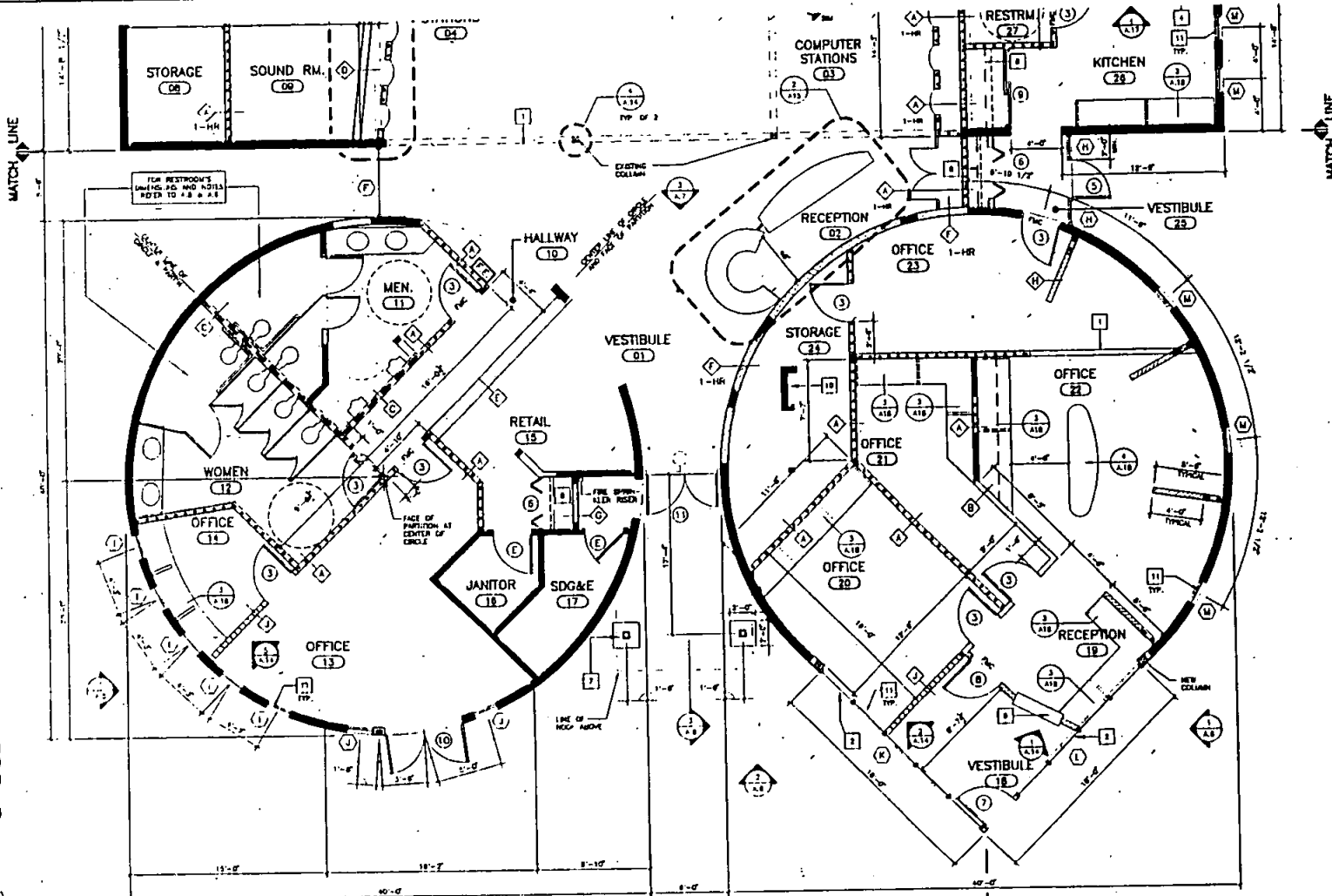
1	11/07/1998	Nikola Adamovic (Photography)	\$241.43
1	04/24/1998	National Promotions & Advertising	\$10,858.00
1	04/24/1998	Lam Lan Chi	\$250.00
1	04/24/1998	Lam Lan Chi	\$3,000.00
1	04/28/1998	Ink & Imagers	\$1,878.09
1	03/30/1998	Champion Signs	\$265.50
1	04/30/1998	News Monitoring Service	\$28.00
1	07/31/1998	Gelger Brothers	\$3,313.51
2-AP	10/16/1998	Laser Express	\$838.00
2-AQ	10/21/1998	Robert Schull Design	\$158.92
2-AR	11/06/1998	Xyan	\$1,947.72
2-AS	11/09/1998	Mires Design Inc.	\$7,000.00
2-AT	11/19/1998	Blanchard Lock & Safe (Safe)	\$509.12
3-Q	12/18/1998	Graphics Ink Lithography	\$2,063.48
2-AU	12/18/1998	Custom Data Cards	\$542.50
3-R	01/13/1999	Mires Design Inc.	\$8,085.00

\$40,975.25

TOTAL

\$248,250.00





LEGEND

- DOOR NUMBER (SEE DOOR SCHEDULE)
- WINDOW NUMBER (SEE WINDOW SCHEDULE)
- ELLUM (SEE SIGN WITH SELF LUMINOUS ELEMENTS)
- LOW LEVEL (SEE SIGN WITH SELF LUMINOUS ELEMENTS)
- WALLS
- FULL HEIGHT INTERIOR PARTITION PER DETAIL 1/A10
- STEEL STUD PARTITION W/ GYP. RD UP TO 8'-0" SEE DETAIL 2/A10
- PLUMBING PARTITION SIMILAR TO TYPE "K" WITH 1" STEEL STUDS AT 16" O.C.
- SOUND PARTITION PER DETAIL 3/A10
- METAL BOARD PARTITION PER DETAIL 4/A10
- PARCH EXISTING PARTITION PER DETAIL 5/A10 1-HR.
- PATCH TO MATCH EXISTING 2x6 BOSS STUD PARTITION W/ 1" EXTERIOR STUCCO AND GYP. BL. ROCK
- LOW PARTITION PER DETAIL 6/A10
- GLASS BLOCK PARTITION PER DETAIL SHEET A11
- RESTROOM PARTITION
- 1-HR. RATED EXTERIOR PARTITION, EXISTING 2x6 BOSS STUD WITH 1" EXTERIOR STUCCO, REPLACE EXISTING 1/2" CYPRESS BOARD WITH 1/2" TYPE "K" GYP. BL.

NOTES

1. LINE OF SUSPENDED TRUSS ABOVE
2. NEW EXTERIOR EXTENSION GLAZING PARTITION W/ ALUMINUM MULLIONS
3. 2" PLASTIC LAM. COUNTER AT 2' ABOVE FINISHED FLOOR
4. 2" DEEP PLASTIC LAMINATE COUNTERTOP AT 36" ABOVE FIN. WITH 2" HIGH BACKPLASH AND W/ LOWER CABINETS CONSISTING OF ONE DRAWER, 16x20x20 DOOR, AND ONE ADJ. SHELF MOUL. PLASTIC LAM. EXTERIOR, MELLANNE WHITE.
5. 12" DEEP UPPER CABINET FROM 60" ABOVE FINISHED FLOOR TO 8'-0" AFF. WITH 16x20x20 DOOR AND TWO ADJUSTABLE SHELVES INSIDE. PLASTIC LAMINATED LVL, MELLANNE WHT.
6. 12" x 48" L. TRANSACTION COUNTER AT 42" ABOVE FINISHED FLOOR
7. UNFINISHED EXPOSED STEEL COLUMN ON CONCRETE BASE
8. PROMEXE 20x17 AND POLE
9. POST OCCUPANCY SIGN AT 8'-0" AFF. INDICATING MAXIMUM OCCUPANCY LOAD OF 547 OCCUPANTS
10. EXISTING ROOF ACCESS LADDER TO REAR
11. NEW 1" MINIMUMS (WHITE)
12. METAL LADDER ACCESS TO STORAGE AREA ABOVE BOARD ROOM

SPECIFICATION NO. 6891
CITY CONTRACT, CIP No. 372-2520

PLANS FOR THE CONSTRUCTION OF

MIRA MESA CIVIC CENTER PHASE I
SAN DIEGO REGIONAL TEEN CENTER
AND POLICE STOREFRONT
FLOOR PLAN SOUTH A2A

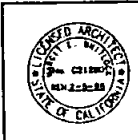
CITY OF SAN DIEGO, CALIFORNIA
CONSTRUCTION DEPARTMENT
SHEET 18 OF 24 SHEETS

NO. OF SHEETS		REVISED	
DESIGNED	BY	APPROVED	DATE
DRAWN	BY	APPROVED	DATE
CHECKED	BY	APPROVED	DATE
IN CHARGE	BY	APPROVED	DATE
CONTRACT	NO. 372-2520	DATE	28774-10-D

FLOOR PLAN - SOUTH

LEGEND

- F.C. FLOOR MATERIAL CHANGE
- ALT. #5 ALTERNATE #5: REMOVAL OF WALL AND PROMEXE NEW PHOTO STYLE GARAGE DOOR AT TEEN CENTER
- ALT. #6 ALTERNATE #6: PROMEXE FREE STANDING, 12x12 TRIANGULAR MOUNTAIN PLATFORM AT TEEN CENTER



CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION:

UNDERGROUND SERVICE ALERT (USA) 1-800-472-4133



FE FIRE EXTINGUISHER
FMC FLOOR MATERIAL CHANGE

ALT. 16

ALTERNATE #A: PROVIDE TREE STANDING, 12x12 TRIANGULAR MOVABLE PLATFORM AT TIE-IN CENTER

FOR CITY CHIEF					DATE		REVIEW HERE	
RECEIVED	DATE	BY	APPROVED	DATE	FILED			
ALICE						HOLLY SPANER		
						STEVE SPANER		
						272-1725		
						JAMES COOPER JR		
						28774-11-0		
RE-ADT			DATE STARTED					
CONTRACTED			DATE COMPLETED					
INSPECTED								

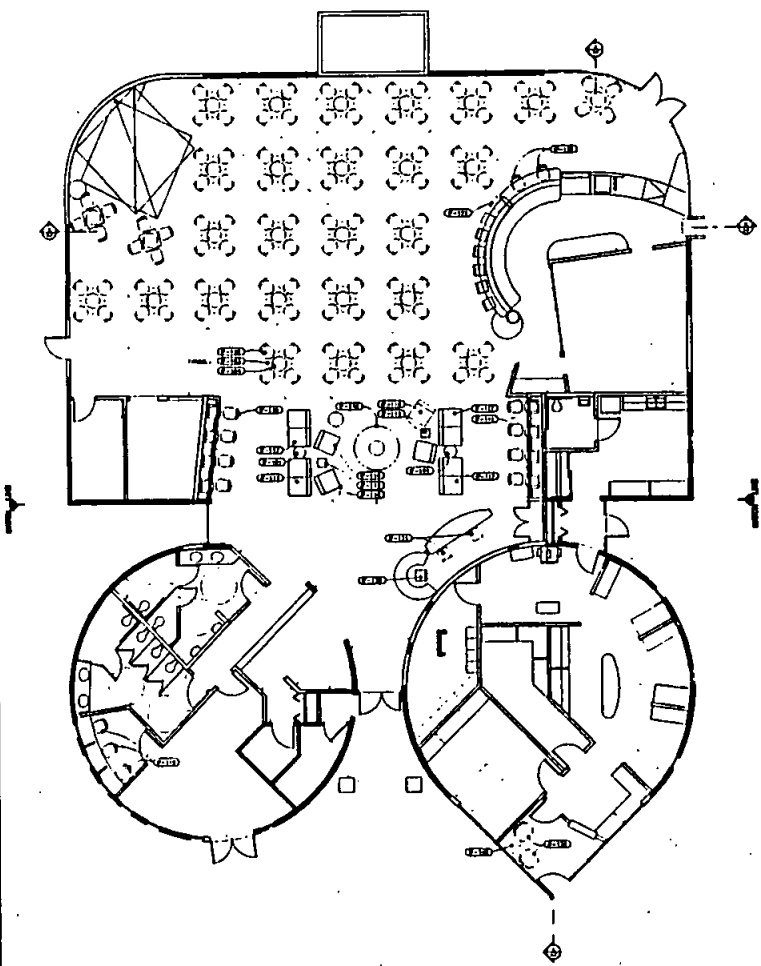


ARCHITECTURAL FOR

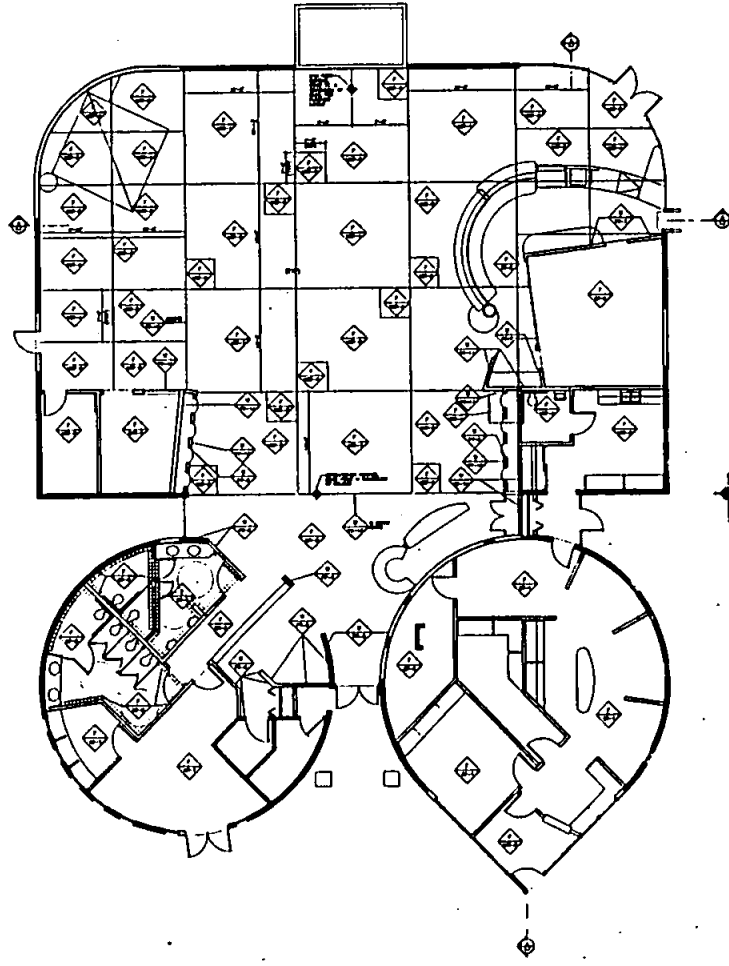
104 70th Avenue, Suite V
San Diego, CA 92121
619 524-0900 fax 619 524-4900

CONTRACTOR MUST NOTIFY THE
BELOW LISTED AGENCY AT
LEAST TWO (2) WORKING DAYS
PRIOR TO COMMENCEMENT OF
EXCAVATION :

UNDERGROUND SERVICE ALERT
(USA) 1-800-477-6133



FURNITURE PLAN
1/8" = 1'-0"



FLOOR PATTERN PLAN

FURNITURE LIST- IF NO.

IF-#	DESCRIPTION	QTY.
IF-101	ACCENT TABLES	2
IF-102	OPEN	
IF-103	CAME TABLE TOPS	28
IF-104	CAME TABLE BASE	28
IF-105	OPEN	
IF-106	OPEN	
IF-107	OPEN	
IF-108	OPEN	
IF-109	OPEN	
IF-110	OPEN	
IF-111	OCCASIONAL TABLE	2
IF-112	OPEN	
IF-113	OPEN	
IF-114	OPEN	
IF-115	OPEN	
IF-116	CUSTOM LOUNGE CHAIR	
IF-117	ARMLESS CONT. LOVESEAT	4
IF-118	OTTOMAN	
IF-119	COMPUTER TASK CHAIR	11
IF-120	CAME CHAIR	124
IF-121	BARSTOOL	2
IF-122	OPEN	
IF-123	OPEN	
IF-124	OPEN	
IF-125	RECEPTION CHAIR @ POLICE	2
IF-180	OUTDOOR RESIN CHAIR	12
IF-181	OUTDOOR RESIN TABLE	3

LOCATION OF FINISH
FINISH NUMBER - REFER TO FINISH SCHEDULE

W WALL
F FLOOR
C.C. CEILING

SPECIFICATION NO. 6891
CITY CONTRACT, CIP No. 372-2520

PLANS FOR THE CONSTRUCTION OF

MIRA MESA CIVIC CENTER PHASE I
SAN DIEGO REGIONAL TEEN CENTER
AND POLICE STOREFRONT

FURNITURE & FLOOR PATTERN PLAN A.23

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING DEPARTMENT
SHEET 34 OF 36 SHEETS

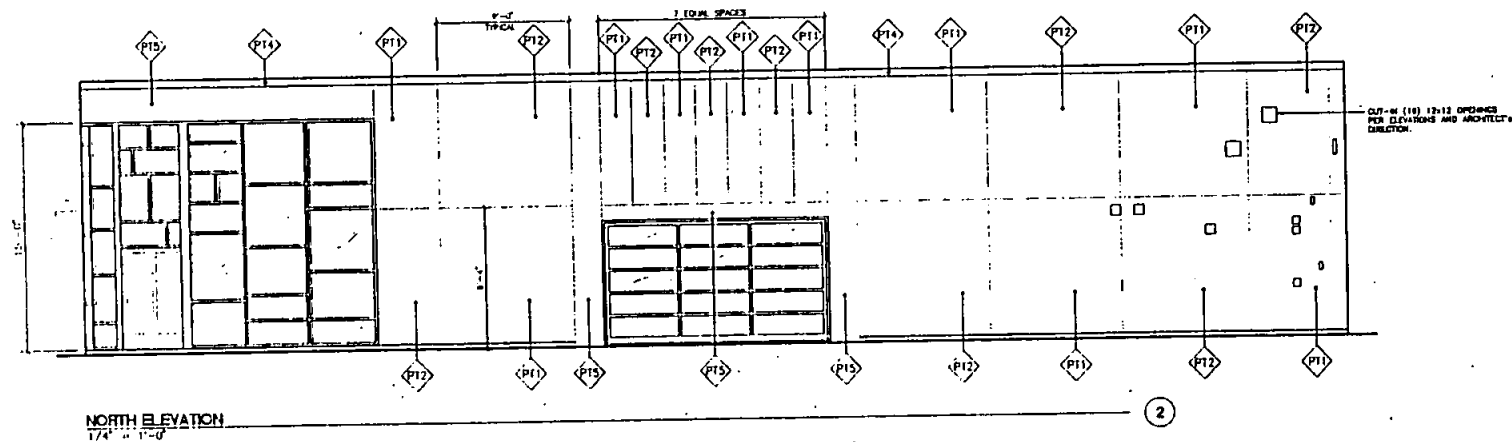
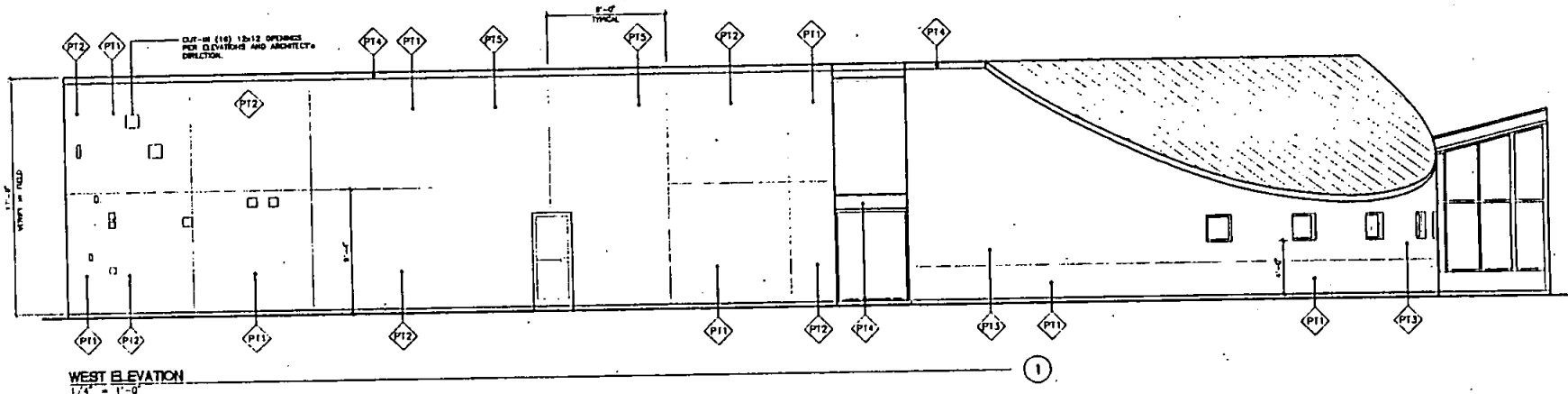
FOR CITY DEPT.	BY	APPROVED	DATE	FILED	REVIEW NAME
DESIGNED	BY	BY	DATE	FILED	REVIEW NAME
CHECKED	BY	BY	DATE	FILED	REVIEW NAME
IN CHARGE	BY	BY	DATE	FILED	REVIEW NAME
DATE	DATE	DATE	DATE	DATE	DATE
CONTRACTOR	DATE	DATE	DATE	DATE	DATE
INSPECTOR	DATE	DATE	DATE	DATE	DATE



ARCHITECTURAL CONCEPTS
380 Park Avenue, Suite 10
San Diego, CA 92101
619 594-0000 FAX 619 594-0000

CONTRACTOR MUST NOTIFY THE
BELOW LISTED AGENCY AT
LEAST TWO (2) WORKING DAYS
PRIOR TO COMMENCEMENT OF
EXCAVATION:
UNDERGROUND SERVICE ALERT
(USA) 1-800-482-1133

272-1725
28774-34-D



SPECIFICATION NO. 6891
CITY CONTRACT, CIP No. 372-2520

PLANS FOR THE CONSTRUCTION OF

MIRA MESA CIVIC CENTER PHASE I
SAN DIEGO REGIONAL TEEN CENTER
AND POLICE STOREFRONT
EXTERIOR ELEVATIONS A.5

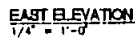
CITY OF SAN DIEGO, CALIFORNIA
DRAWING SET UP BY
SHEET 16 OF 16 SHEETS

FOR CITY ENGINEER	DATE	BY	APPROVED	DATE	FILED	PROJECT NUMBER
DESIGNED						272-1725
ALIGNED						28774-16-D
CHECKED						
CONTRACTOR						
SUPERVISOR						



CONTRACTOR MUST NOTIFY THE
BELOW LISTED AGENCY AT
LEAST TWO (2) WORKING DAYS
PRIOR TO COMMENCEMENT OF
EXCAVATION:

UNDERGROUND SERVICE ALERT
(USA) 1-800-422-6133



CITY OF SAN DIEGO, CALIFORNIA
 DISTRICTING DEPARTMENT
 SHEET 17 OF 30 SHEETS

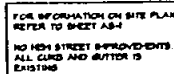
POP OFF CHARGE		DATE		REASON HERE	
BY OFFICER	APPROVED SIGNED	SUB NO.	FILING OFFICE		
				PROJECT NUMBER	
				CHARGE NUMBER	
				772-1725	
				INVESTIGATOR NAME	
				2874-17-0	

☐

ARCHITECTURAL ••
644 Park Avenue, Suite W
San Diego, CA 92101
619 521-0400 Fax 619 594-0400

CONTRACTOR MUST NOTIFY THE
BELOW LISTED AGENCY AT
LEAST TWO (2) WORKING DAYS
PRIOR TO COMMENCEMENT OF
EXCAVATION :

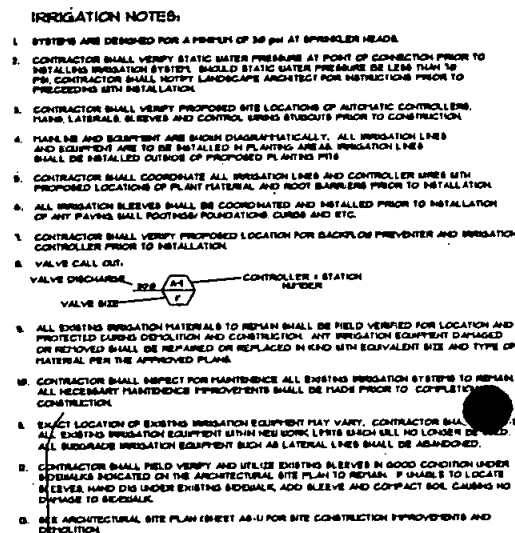
UNDERGROUND SERVICE ALERT
(USA) 1-800-422-4133

[illegible][illegible]

1. ALL LANDSCAPE AND PLANTATION SHALL BE DEVELOPED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE CITY COUNCIL, AS SET FORTH IN THE CITY OF SAN DIEGO LANDSCAPE TECHNIQUE MANUAL.
2. TREES AND SHRUBS SHALL BE LOCATED AND MAINTAINED TO PRESERVE A CLEAR VIEW OF AT LEAST ONE TREE FROM EACH HYDROPOWER UTILITY POLE, OVER EACH UTILITY POLE, AND AT LEAST ONE TREE FROM EACH TRANSFORMER STRUCTURE, SUCH AS TRANSFORMER BOXES.
3. TREES SHALL BE PLANTED AT LEAST FIVE FEET FROM ANY DEVELOPED UTILITY SUCH AS BUREL, GAS, ELECTRIC, AND TELEPHONE. HYDROPOWER TREES SHALL BE PLANTED AT LEAST 10 FEET FROM CITY STREETS FOR ALL STREET LINES.
4. CONTRACTOR SHALL SOIL & 1/2" LAYERS OF FILL ON ALL PLANTING BEDS AND PAVEMENT LAY BLANK. FILL SHALL BE AS MANUFACTURED PER SPECIFICATIONS.
5. SUBMIT PHOTOGRAPHS OF TYPE 1 TREES FOR EACH VARIETY AND SIZE TO BE PROVIDED UNDER THIS CONTRACT FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE PROJECT SITE.
6. ALL EXISTING LANDSCAPE MATERIALS DESIGNATED FOR REUSE SHALL BE PROTECTED DURING CONSTRUCTION AND CONSTRUCTION SHALL BE CONDUCTED IN SUCH A MANNER AS TO PREVENT DISRUPTION AND DAMAGE TO REUSE MATERIALS AND TYPES OF MATERIALS FROM THE APPROVED PLANT LIST.
7. CONTRACTOR SHALL SUBMIT FOR MAINTENANCE ALL EXISTING PLANT MATERIAL AND REVEALATION INFORMATION ASSOCIATED TO REUSE. ALL REVEALATION MATERIALS SHOULD BE SUBMITTED AS FOLLOWS:
 - a. REVEALATION MATERIALS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT.
 - b. EXACT LOCATION OF EXISTING PLANTS MAY VARY. LANDSCAPE ARCHITECT SHALL APPROVE LOCATION OF REVEAL PLANTS.
8. CONTRACTOR SHALL REMOVE ALL EXISTING PLANT MATERIALS EXCEPT REUSE PLANTS EXCEPT WHERE DESIGNATED TO REUSE.
9. CONTRACTOR SHALL REMOVE ONLY TREES WHICH ARE DESIGNATED TO BE REMOVED ON THE APPROVED PLANT LIST.
10. REVEAL ARCHITECTURAL PLANT LIST (TABLE A-4) FOR SITE CONSTRUCTION IMPROVEMENTS AND

THE LIFE SAVINGS		DATE		DR. NEW HEAD	
DESCRIPTION		BY	APPROVED	DATE	PURPOSE
10-10-77					
THIS POLICY IS FOR THE USE OF THE FOLLOWING PERSONS:					
(Name) (Address)					
272-1725					
LIFE INSURANCE COMPANY					
REMARKS		DATE ISSUED			
10-10-77		10-10-77			
2874-3-D					

SCALE
1" = 10' VERTICAL
1" = 10' HORIZONTAL



SPECIFICATION NO. 6891
CITY CONTRACT, CIP No.37520

PLANS FOR THE CONSTRUCTION OF
MIRA MESA CIVIC CENTER PHASE I
SAN DIEGO REGIONAL TEEN CENTER
AND POLICE STOREFRONT
IRRIGATION PLAN L-2

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING DEPARTMENT
SHEET 4 OF 26 SHEETS

NO. 072204

(SEE PAGE 10/10)

FOIA b 7 - D

072	1725
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272-1723
LAWRENCE GORDON-ITZ

30724-4-D

20774-3-0

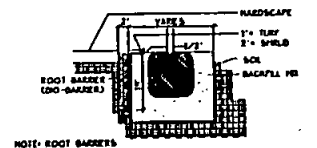


- 1 - 8"
- 2 - PREPARED SOIL
- 3 - FRESH GRADE OR WALK
- 4 - SEE PLANT LEGEND
- 5 - CONCRETE ROW STRIP
- 6 - 6"

SECTION

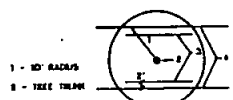


PLAN

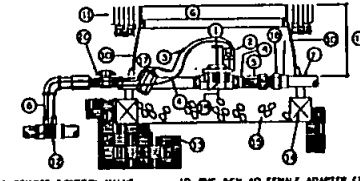


NOTE: ROOT BARRIERS SHALL BE INSTALLED WHEN TREE IS WITHIN 10' OF ANY HARDSCAPE, AND SHALL BE INSTALLED ADJACENT TO THE HARDSCAPE ONLY PER THE MANUFACTURER'S SPECIFICATIONS.

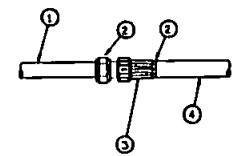
BIQ-BARRIER AVAILABLE
= BUTLER'S P.L.L.
SAN DIEGO, CA
(619) 553-6181



- 1 - 10" RADIUS
 - 2 - TREE TRUNK
 - 3 - BIQ-BARRIER
 - 4 - EDGE OF HARDSCAPE (CURB, PAVING, PAD, ETC.)
- NOTE: 3'-0" WHEN TREE IS PLANTED AS 15 GALLON SIZE
30'-0" WHEN TREE IS PLANTED AS 24" & 36" BOX SIZE

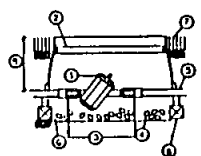


- 1. REMOTE CONTROL VALVE
- 2. SOLENOID
- 3. WATERPROOF WIRE SPLICE CONNECTORS (SEE SPECS.)
- 4. CONTROL WIRE IN PLUMB AND TAPE (1/2" & 1/4" FEET IN EXTRA WIRE)
- 5. PRESSURE REGULATOR
- 6. VALVE BOX (SEE SPECS.)
- 7. PVC NON-PRESSURE PIPE
- 8. PVC PRESSURE PIPE
- 9. PVC SCH 80 NPT (1/2") LENGTH AS REQUIRED
- 10. PVC SCH 40 FEMALE ADAPTER (1/2")
- 11. FRESH GRADE (FLUSH W/ TURF, 1" IN GROUND COVER)
- 12. PVC SCH 40 TEE (1/2") OR ELB (1/2") ON PIPING
- 13. UNDISTURBED / COMPACTED SUBGRADE
- 14. BRICK OR CONCRETE SUPPORTS
- 15. 1 CU FT. 1/4" PEA GRAVEL
- 16. SEE SPECS FOR DEPTHS
- 17. SCREEN FILTER
- 18. PVC SCH 80 UNION
- 19. 3" PPM
- 20. PLUMBING BALL VALVE



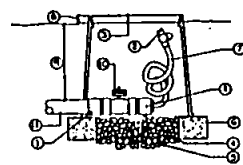
- 1 - PVC LATERAL TO SPINNIERS (SEE SPECS.)
 - 2 - PVC SCH 40 FEMALE ADAPTER
 - 3 - REGULATOR
 - 4 - PVC LATERAL FROM RCV
- NOTE: INSTALL PRESSURE REGULATOR IN VALVE BOX

A GROUNDCOVER N.T.S.



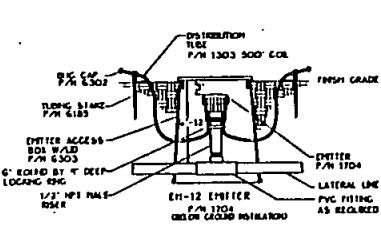
- 1 - SCREEN FILTER (SEE SPECS.)
- 2 - VALVE BOX (SEE SPECS.)
- 3 - PVC SCH 40 FEMALE ADAPTER
- 4 - 1 CU FT. 1/4" PEA GRAVEL SUFF
- 5 - PVC NON-PRESSURE LINE (SEE SPECS.)
- 6 - UNDISTURBED OR COMPACTED SUBGRADE
- 7 - AT FRESH GRADE IN TURF AREAS, 2" IN SHIELD AREAS
- 8 - BRICK OR CONCRETE SUPPORTS ON UNDISTURBED OR COMPACTED SUBGRADE
- 9 - SEE SPECS FOR DEPTH

B ROOTBARRIER N.T.S.



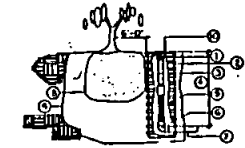
- 1 - 3/4" FEMALE HOSE SHOVEL ADAPTER
- 2 - 3/4" HOSE THREAD END CAP W/ HOSE CAP
- 3 - ROUND FIT VALVE BOX (SEE SPECS.)
- 4 - BLACK COMPRESSION ADAPTER FITTING (COUPLER & T)
- 5 - 1 CU FT. 1/4" PEA GRAVEL SUFF
- 6 - BRICK SUPPORTS
- 7 - POLY IRRIGATION TUBING (24" LENGTH AFTER BALL VALVE)
- 8 - 1" ABOVE FRESH GRADE
- 9 - 6" BELOW FRESH GRADE
- 10 - BALL VALVE
- 11 - PVC PIPE

C RCV DRIP N.T.S.



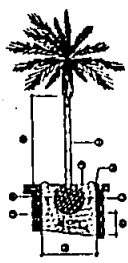
- 1 - DISTRIBUTION LINE P.V.C. 1/2" 100' 500' EOL
- 2 - PVC CAP
- 3 - TUBING ELBOW P.V.C. 1/2"
- 4 - EMITTER ACCESS BOX W/AD P.V.C. 1/2"
- 5 - 6" HOLED BY 4" DEEP LOCATING RING
- 6 - 1/2" NPT MALE RISER
- 7 - EM-12 EMITTER P.V.C. 1/2"
- 8 - ORION GROUND INSTANTANEOUS
- 9 - LATERAL LINE P.V.C. 1/2"
- 10 - PVC FITTING AS REQUIRED

D DRIP PRESSURE REGULAR N.T.S.



- 1 - PRESSURE COMPENSATING BUBBLER HEAD
- 2 - 6" PERF. ADS DRAIN PIPE (FILL WITH 3/4" GRAVEL) LENGTH TO BE 2' DEPTH OF ROOT BALL
- 3 - PVC SCH 80 RISER LENGTH AS REQUIRED
- 4 - SEE SPECS FOR DEPTHS
- 5 - FLEX RISER (UPT & DPT) RING BROD. OR EQUAL
- 6 - PVC SCH 40 ELB (1/2") OR TEE (1/2")
- 7 - PVC LATERAL LINE UNION-PRESSURE, SEE SPECS
- 8 - TREE ROOT BALL
- 9 - PLANTING PIT
- 10 - 6" ADS CAP

E SCREEN FILTER N.T.S.



- 1 - PALM
- 2 - FRESH GRADE
- 3 - PLANT TABLETS
- 4 - ROOTBALL
- 5 - BACKFILL ROOT WASHED PLASTER SAND
- 6 - 12" PPM
- 7 - 2 x ROOTBALL
- 8 - BROWN TIEBAG HEIGHT
- 9 - BAILING SAND

NOTE: ALL BACKFILL TO BE WATER JETTED DURING PLANTING FOR PPM/ROOT STABILITY.

F DRIP END FLUSH N.T.S.

G DRIP, EMITTER N.T.S.

H TREE BUBBLER N.T.S.

I PALM DETAIL N.T.S.

SPECIFICATION NO. 6891
CITY CONTRACT, CIP No.37520

PLANS FOR THE CONSTRUCTION OF

MIRA MESA CIVIC CENTER PHASE I
SAN DIEGO REGIONAL JUDICIAL CENTER
AND POLICE SQUADSTATION
PLANTING & IRRIGATION DETAILS L-3
CITY OF SAN DIEGO, CALIFORNIA
SHEET 5 OF 56 SHEETS



TESHIMA DESIGN GROUP
LANDSCAPE ARCHITECTURE
LAND PLANNING
2000 LA JOLLA VILLAGE DRIVE, SUITE 200
SAN DIEGO, CA 92161
(619) 581-1100

CONTRACTOR MUST NOTIFY THE REGION LISTED AHEAD AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

UNDERGROUND SERVICE ALERT
800-4-A-SHIELD

FOR CITY ENGINEER	DATE	SECTION
DESIGNED BY		DESIGNED BY
CHECKED BY		CHECKED BY
APPROVED BY		APPROVED BY
DATE		DATE
PLANTING		PLANTING
IRRIGATION		IRRIGATION
CONTRACTOR		CONTRACTOR
DATE COMPLETED		DATE COMPLETED

10.8 Corporate Name.

Harmonium Incorporated
CORPORATE NAME

I, **Bruce Brown**, certify that I am the Chairperson of the Board of Directors of the corporation named in the attached agreement; that **Nancy Sherman**, who signed this agreement on behalf of the corporation, was then the **Executive Director** of said corporation; that said agreement was duly signed for and on behalf of said corporation by authority of its governing body, pursuant to resolution duly adopted by its Board of Directors on **April 15, 1998**, and is within the scope of its corporate powers; and that set out below are the names of the officers and directors of said corporation.

By *Bruce B. Brown*

CORPORATE SEAL

Name Bruce Brown, Chair of the Board of Directors

Title

Name Robert Gravina, Vice-Chair of the Board of Directors

Title

Name _____

Title

Name _____

Title

10.9 Schedule of Rates and Charges.

The Teen Center will be open to teens. There will be no membership fees charged. There will be fundraising activities that will charge fees according to the specific function or service provided.

All funds raised will be used exclusively for the purpose of operating the Teen Center as stated in Section 1, paragraphs 2 and 9.

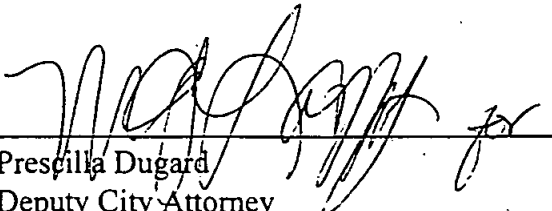
RESOLUTION NUMBER R- **290495**

ADOPTED ON **JUL 27 1998**

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is authorized to execute, for and on behalf of The City of San Diego, a three-year lease agreement with a two-year option to extend with Harmonium, Inc., d.b.a. San Diego Regional Teen Center, for the operation of a regional teen center offering various services to teens which include counseling and the operation of a teen entrepreneurial business center at Old Mira Mesa Library, a 6,438 square foot building on 1.22 acres, located at 8450 Mira Mesa Boulevard, San Diego, California, which has an estimated market value of \$800,000, at an initial annual rent of \$600 per year, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- **290495**.

APPROVED: CASEY GWINN, City Attorney

By


Prescilla Dugard
Deputy City Attorney

PD:cdk
06/23/98
Or.Dept:REA
R-98-1571
Form=leaser.frm

JUL 27 1998

Passed and adopted by the Council of the City of San Diego on _____ by
the following vote:

YEAS: MATHIS. WEAR. KEHOE. STEVENS. WARDEN. STALLINGS. McCARTY

VARGAS. MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: PEGGY ROGERS

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION

290495

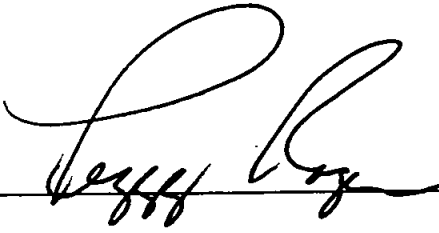
No. R- _____, passed and adopted by the Council of The City of San Diego, California

on **JUL 27 1998**

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: 

Deputy

Mary Louise Groarke
5/A

(R-98-391)

RESOLUTION NUMBER R- 289498

ADOPTED ON DEC 02 1997

Conner
R.

WHEREAS, in December 1996, the City Council authorized the City Manager to establish a capital improvement project for the design and remodeling of the old Mira Mesa library to include a self-supporting Teen Center, Police Storefront, and Retired Senior Volunteer Patrol (RSVP) office; and

WHEREAS, the City Council made the general recommendation that the City manager establish a new fund to provide financial assistance to the Teen Center only if it should be necessary; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager be and is hereby authorized to establish the Mira Mesa Teen Center Special Fund 10516.1.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller be and is hereby authorized to transfer \$500,000 from 10516, Mira Mesa Community Fund to the Mira Mesa Teen Center Special Fund 10516.1

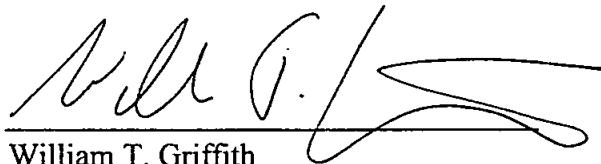
BE IT FURTHER RESOLVED, that the City Auditor and Comptroller be and is hereby authorized to disburse interest only from the Mira Mesa Teen Center Special Fund 10516.1 at the direction and sole discretion of the City Manager, based upon requests for such funds submitted no more than once per lease year by the operator of the San Diego Regional Teen Center showing operating need.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller be and is hereby authorized to disburse interest and principal from the Mira Mesa Teen Center Special Fund

10516.1 to other capital improvement projects within the Mira Mesa area, as authorized and directed by City Council.

APPROVED: CASEY GWINN, City Attorney

By

A handwritten signature in dark ink, appearing to read 'William T. Griffith', written over a horizontal line.

William T. Griffith
Deputy City Attorney

WTG:cdk
10/29/97
Job:221838
Or.Dept:REA
R-98-391

HARMONIUM, INC.
Board of Directors Resolution
April 15, 1998

The following Board resolution regarding the flat rate lease between the City of San Diego and Harmonium, Inc. d.b.a. San Diego Regional Teen Center.

- A. Board of Directors approves the Flat Rate Lease.
- B. Board of Directors approves the designation of Nancy Sherman, Executive Director to act, on Harmonium's behalf, to sign the said lease and to conduct all necessary business to operate San Diego Regional Teen Center.

Signed: Bruce Brown Date: 4/15/98
Bruce Brown - President, Harmonium Board of Directors

STATE OF CALIFORNIA



OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the *RECORD* on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JUL 25 1975



March Fong Eu

Secretary of State

36180

FILED
BUSINESS DIVISION

AUG 1 1975

ARTICLES OF INCORPORATION

OF

HARMONIUM, INC.

**ENDORSED
FILED**

In the office of the Secretary of State
of the State of California

JUL 25 1975

MARCH FONG EU, Secretary of State

Janet E. Jauregui
Deputy

ROBERT D. ZUMWALT
CLERK, SAN DIEGO COUNTY
CALIFORNIA

A Non-Profit Corporation

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, do hereby associate ourselves together for the purpose of forming a corporation pursuant to the General Non-Profit Corporation Law of the State of California, Sec. 9000 et seq. of the Corporations Code, and we do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation is:

HARMONIUM, INC.

ARTICLE II

The specific and primary purpose for which this corporation is organized is exclusively for charitable and educational purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). The specific and primary activity that will be engaged in by this organization will be to assist juveniles and their families achieve fuller and more functional ways of relating to each other.

For such purposes and for all purposes now or hereafter generally related to the foregoing, the corporation shall have all the powers now or hereafter conferred by law upon the corporation, including, without in any wise limiting the generality of the foregoing, the power to:

- (a) make contracts;
- (b) receive property by devise or bequest, subject to the laws regulating the transfer of property by will, and otherwise acquire and hold all property, real or personal, including shares of stocks, bonds, and all securities of other corporations;
- (c) convey, exchange, lease, mortgage, encumber, transfer upon trust, or otherwise dispose of all property, real or personal;

- (d) Act as trustee under any trust incidental to the principal objects of the corporation, and receive, administer, and expend funds and property subject to such trust;
- (e) Borrow money, contract debts, and issue bonds, notes and debentures, and secure the payment or performance of its obligations;
- (f) Establish, augment and maintain an endowment fund, to invest and reinvest the principal or income thereof, and to use the principal and income thereof for the purposes of the corporation;
- (g) Administer, invest and reinvest its property, and expend the income and principal of the corporation for any of its purposes;
- (h) Act as a partner, either general or limited and engage in joint ventures when necessary or expedient to carry out any of its corporate purposes;
- (i) Receive voluntary contributions, grants or payments of money, or other property from any source for any of the purposes of the corporation;
- (j) Make voluntary contributions, grants or payments of money from the funds of the corporation at any time and from time to time to individuals, partnerships, associations, corporations, foundations, organizations, groups or institutions to carry out or promote, in whole or in part, any of the purposes of the corporation;
- (k) Employ such scientific, scholarly, professional, administrative and other personnel as may be required or deemed advisable for the attainment of the purposes of the corporation;
- (l) Make, amend, alter and repeal rules and regulations in respect to the appointment and duties of the staff and faculty, and the admission and discipline of the students and workers;
- (m) Do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation;
- (n) Exercise all or any of its powers, and to purchase or otherwise hold, own, improve, mortgage, lease, sell, or otherwise dispose of real and personal property of every class and description, in any of the states, territories or commonwealths of the United States, in the District of Columbia, and in any and all foreign countries, subject to the laws of such state, territory, commonwealth, district, or country;
- (o) Do each and any one of the foregoing things alone or in conjunction with others;

- (p) Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

ARTICLE III

This corporation is organized pursuant to the General Non-Profit Corporation Law, Part 1, Division 2, Title 1 of the Corporation Code of the State of California, and does not contemplate the distribution of gains, profits or dividends to the members thereof.

ARTICLE IV

The principal office for the transaction of the business of the corporation is located in San Diego County in the State of California.

ARTICLE V

A. The powers of the corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors. The number of directors of this corporation shall be three until changed by an amendment to the Articles of Incorporation or by a By-Law adopted by the Board of Directors, pursuant to law.

B. The names and addresses of the persons who are appointed to act as the first directors until selection of their successors are as follows:

<u>Name</u>	<u>Address</u>
Joan Schein	1231 West Lewis St., San Diego, California, 92103
Terry Tibbetts	11081 Bootes St., San Diego, California, 92126
Melanie Polik	4762 Jessie St., La Mesa, California, 92041

ARTICLE VI

The corporation shall have no capital stock. The conditions of membership, rules, and regulations of the corporation governing the admission to membership, rights, duties, obligations and classifications of members, if any, shall be as set forth in the By-Laws.

ARTICLE VII

Directors, members, and officers of the corporation shall not be personally liable for the debts, liabilities or obligations of the corporation.

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these articles this shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

ARTICLE IX

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF for the purpose of forming this corporation under the General Non-Profit Corporation Law of the State of California, we, the undersigned, constituting the Incorporators of the corporation, have executed these Articles of Incorporation this the 10th day of April, 1975.

Joan Scheim
/s/ Joan Scheim

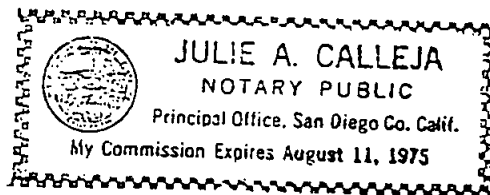
Terry Tibbetts
/s/ Terry Tibbetts

Melanie Polik
/s/ Melanie Polik

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 12th day of June, 1975, before me, Julie A. Calleja, a Notary Public for the State of California, with principal office in San Diego County, personally appeared Terry Tibbatts, Joan Schein, and Melanie Polik, known to me to be the persons whose names are subscribed to the within Articles of Incorporation, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.





State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

MAY 07 1990



March Fong Eu

Secretary of State

AMENDED

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION

APR 5 1990

BRUCE BROWN AND JANINE MASON certify that:

MARCH FONG EU, Secretary of State

1. They are the president and the secretary, respectively, of Harmonium/North City Community Services, Inc., a California Corporation #CO751028.
2. Article I of the articles of incorporation of this corporation is restated to read as follows:

The name of this corporation is Harmonium, Inc..

Article II of the articles of incorporation of the corporation is restated to read as follows:

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

The specific purposes for which this corporation is organized is to improve the quality of life for all individuals. It will provide counseling and community services which will serve to strengthen the capacity of individuals, families, and communities to deal with each other as well as their own respective lives.

Article III of the articles of incorporation of the corporation is restated to read as follows:

- (a) **This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code.**
- (b) **Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code or (2) by corporation contributions which are deductible under Section 170 (c) (2) of the Internal Revenue Code.**
- (c) **No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any**

candidate for public office.

Article IV of the articles of incorporation of this corporation is restated to read follows:

This corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and it does not contemplate the distribution of gains, profits or dividends to the directors thereof and is organized solely for nonprofit purposes.

The property, assets, profits, and net income of this corporation are irrevocably dedicated to charitable purposes, and no part of the profits or net income of this corporation shall ever inure to the benefit of any director or officer thereof or to the benefit of any individual.

Upon the dissolution or winding up of this corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation, which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 23701d of the Revenue and Taxation Code and/or on trust, such assets shall be disposed of in such manner as may be directed by decree of the superior court of the county in which this corporation's principal office is located, upon petition therefore by the Attorney General or by any person concerned in the liquidation.

3. The foregoing restatement of articles of incorporation has been duly approved by the board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 7/3/90

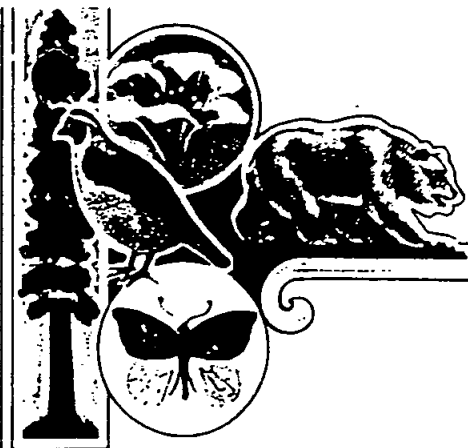
Bruce P. Brown
BRUCE BROWN, President

Janine M. Mason
JANINE MASON, Secretary



State of California

OFFICE OF THE SECRETARY OF STATE



I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

SEP 28 1978



March Fong Eu

Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
SEP 21 1978
MARCH FONG EU, Secretary of State
By JAMES E. HARRIS
Deputy

ANDREW PATAPOW and PEGGY HUGHES certify:

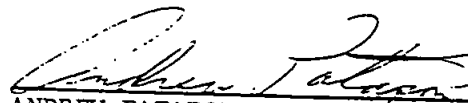
1. That they are the president and secretary, respectively, of Harmonium, Inc., a California corporation.
2. That at a joint meeting of the board of directors and members of said corporation, duly held at San Diego, California, on July 17, 1978, the following resolution was adopted:

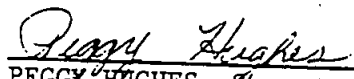
"RESOLVED: That Article I of the articles of incorporation of this corporation be amended to read as follows:

'The name of the corporation is:

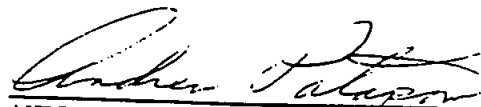
HARMONIUM/NORTH CITY COMMUNITY SERVICES, INC.'"

3. That the number of members who voted affirmatively for the adoption of said resolution is eight(8), and that the number of members constituting a quorum is six(6).


ANDREW PATAPOW, President


PEGGY HUGHES, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at San Diego, California, on August 31, 1978.


ANDREW PATAPOW, President


PEGGY HUGHES, Secretary

BYLAWS OF HARMONIUM, INC.
(REVISED AND ADOPTED MARCH 1990)

ARTICLE 1. Name and Location of Corporation

Section 1. Name of the Corporation

The name of the corporation shall be Harmonium, Inc.

Section 2. Principal Office

The principal office of the corporation for transaction of its business is located in San Diego County, California.

Section 3. Change of Address

The county of the corporation's principal office can be changed only by amendment of these Bylaws and not otherwise. The Board of Directors, may, however, change the principal office from one location to another within the named county by noting the changed address and effective date in this section, and such changes of address shall not be deemed an amendment of these Bylaws:

Principal offices: Harmonium, Inc. 10717 Camino Ruiz #104, San Diego, CA 92126.
County of San Diego

ARTICLE 2. Purpose

Section 1. Objectives and Purposes

The mission of this corporation is to improve the quality of life for all individuals. The specific purposes for which this corporation is organized are to establish and provide counseling and community services which will serve to strengthen the capacity of individuals, families, and communities to deal with each other as well as their own respective lives.

ARTICLE 3. Directors

Section 1. Number

The corporation shall have not less than five (5) nor more than twenty (20) directors, and collectively they shall be known as the Board of Directors. The number may be changed by amendment of these Bylaws.

Section 2. Powers

Subject to the provisions of the California Nonprofit Public Benefit Corporation law, the activities and affairs of this corporation shall be conducted, and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board of Directors of Harmonium, Inc. shall have all the powers and responsibilities necessary or appropriate for the program and fiscal management of the affairs of Harmonium, Inc. and may do all such things as are not by law, or by the Articles of Incorporation, or by these Bylaws specifically reserved for other entities or individuals. The Board of Directors may delegate any of its powers and responsibilities not directly prohibited by law.

Section 3. Duties

It shall be the duty of the directors to:

- a) Perform any and all duties imposed collectively or individually by law, by the Articles of the Corporation, or by these Bylaws;
- b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, of the Executive Director of the corporation;
- c) Supervise all officers, agents and employees of the corporation to assure that their duties are performed properly. The Board of Directors will delegate to the Executive Director the administration and implementation of the policies and procedures of the Board of Directors in the management of the corporation;
- d) Meet at such times and places as required by these Bylaws.
- e) Register their addresses with the Corporation. Notices of meetings mailed or telegraphed to them at such addresses shall be valid.

Section 4. Election of Directors

Candidates to serve on the Board of Directors shall be nominated by the Board of Directors or by a designated ad hoc committee and will attend three regular Board meetings. At the third meeting and upon indication of his or her willingness to serve if elected, the candidate will be nominated for membership, and a vote will be held of the Directors present.

Section 5. Terms of Office

The term of office shall be two (2) years. Each director shall be elected for a two year term by the Board of Directors. Election may be deferred until the annual meeting of the corporation following the completion of the two year term.

Section 6. Compensation

Directors shall serve without compensation. They shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3 of this Article. Also, directors may not be compensated for rendering services to the corporation in capacities other than director.

Section 7. Restriction Regarding Interested Directors

No member of the Board of Directors shall be an employee or an "interested party" of Harmonium. For the purposes of these Bylaws, "an interested party" shall mean either a) any person currently being compensated by the corporation for services rendered it in the previous twelve months, or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 8. Voting Rights of Members

Each director shall be entitled to one (1) vote.

Section 9. Resignation

Any member of the Board of Directors may resign at any time by giving written notice to the President of the Board of Directors. No Director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Attorney General.

Section 10. Removal

Any member of the Board of Directors may be removed with or without cause by a majority vote of those present at a Board of Directors regular meeting, provided a quorum is present. Normally, any member will be removed if he or she misses three (3) consecutive Board meetings unless special permission or a Leave of Absence has been established.

Section 11. Vacancies

Vacancies on the Board of Directors shall exist 1) on the death, resignation or removal of any director, and 2) whenever the number of authorized directors is increased.

The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

Directors may be removed without cause by a majority of the directors in office.

Any director may resign effective upon giving written notice to the President of the Board. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Attorney General.

Vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by 1) the unanimous written consent of the directors then in office, 2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with this Article of these Bylaws, or 3) a sole remaining director.

A person elected to fill a vacancy shall hold office for two years until the annual election of the Board of Directors in the second year of his or her term, or until his or her death, resignation or removal from office.

In the event of a vacancy on the Board of Directors, the Board of Directors may make an interim appointment to fill the vacancy until the next meeting.

Section 12. Place of Meetings

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such place within or without the State of California which has been designated from time to time by resolution of the Board of Directors. In the absence of such designation, any meeting not held at the principal office of the corporation shall be valid only after all board members have been given written notice of the meeting. Any meeting, regular or special, may be held by conference telephone or similar communications equipment, so as long as all directors participating in such meeting can hear one another.

Section 13. Regular and Annual Meetings

Regular meetings of the Board of Directors shall be held at least monthly at the principal office of the corporation unless otherwise provided by the board, generally the 4th Monday of the month unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on a day designated by the Board of Directors. Notice of such meetings may be held without notice but generally notice shall be provided in advance to all members of the Board of Directors and to such other members of the public who may express interest in attending the meetings

If this corporation makes no provision for members, then, at the annual meeting of directors held in March, directors shall be elected by the Board of Directors in accordance with this section. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected. Each director shall cast one vote.

Section 14. Special Meetings

Special meetings of the Board of Directors may be called by the President of the Board, the Vice President, the Secretary, or by any two directors, and such meetings shall be held at the place, within or without the State of California, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the corporation.

Section 15. Notice of Meetings

Regular meetings of the board may be held without notice. Special meetings of the board shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone or telegraph. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each director at his or her address as shown on the books of the corporation. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than twenty-four hours from the time of the original meeting.

Section 16. Contents of Notice

Notice of meetings not herein dispensed with shall specify the place, day and hour of

the meeting. The purpose of any board meeting need not be specified in the notice.

Section 17. Waiver of Notice and Consent to Holding Meetings

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided all directors have been contacted or given notice, provided a quorum is present, and provided that minutes of the meeting are filed with the corporate records.

Section 18. Quorum for Meetings

A quorum shall consist of a majority of Directors. Except as otherwise provided in these Bylaws or in the Articles of Incorporation, no business shall be considered by the board at any meeting at which a quorum is not present, and the only motion which the President shall entertain at such meeting is a motion to adjourn.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice or the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement of the meeting and recording that an adjournment has taken place for the Corporation records.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting.

Section 19. Majority Action as Board Action

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, including those provisions related to appointment of committees, approval of contracts or transactions, and indemnification of directors.

Section 20. Conduct of Meetings

Meetings of the Board of Directors shall be presided over by the President of the Board, or, if no such person has been so designated or, in his or her absence, the Vice President of the corporation, or in the absence of each of these persons, by a chair chosen by a majority of the directors present at the meeting.

The Secretary of the corporation shall act as secretary of all meetings of the board,

provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the meeting.

Meetings shall be governed by Robert's Rules of Order. Such rules may be revised insofar as they are not consistent with or conflict with these Bylaws, with the Articles of Incorporation of this corporation, or with provisions of law.

Section 21. Action by Unanimous Written Consent Without Meeting

Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as the unanimous vote of the directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Bylaws of this corporation authorize the directors to so act, and such statement shall be prima facie evidence of such authority.

Section 22. Non-Liability of Directors

Members of the Board of Directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

Section 23. Indemnification of Directors, Officers, and Employees

To the extent that a person who is, or was, a director, officer, employee, or other agent of this corporation, has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure against such person by reason of the fact that he or she is or was an agent of the corporation, or has been successful in defense of any claim, issue or matter therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgement against him or her, then indemnification against expenses, judgements, fines, settlements, and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation, but only to the extent allowed by, and in accordance with the requirements of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

Section 24. Insurance for Corporate Agents

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation including a director, officer, employee or other agent of the corporation, against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE 4. Officers

Section 1. Number of Officers

The officers of the corporation shall be a President, a Vice President, a Secretary, and a Chief Financial Officer who shall be designated the Treasurer. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve as the President of the Board.

Section 2. Qualifications, Election, and Term of Office

Any person may serve as officer of this corporation. Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office until s/he resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

Section 3. Subordinate Officers

The Board of Directors may appoint such other officers as it may consider desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

Section 4. Removal and Resignation

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors, or to the President, or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or

ratified by the Board of Directors relating to the employment of any officer of the corporation.

Section 5. Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. Duties and Responsibilities of Officers

The officers of the Board of Directors shall include, but not be limited to the following:

A. President: The President of the Board of Directors shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers.

S/he shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. The President or his/her designate shall preside at all regular meetings of the Board of Directors. The President shall insure that Harmonium, Inc. is represented where appropriate at public meetings. S/he shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors, which is not delegated to the Executive Director of the corporation. The President shall have such other powers and perform such other duties as may be assigned by the Board of Directors.

B. Vice President: The Vice President of the Board of Directors shall be the Vice President of the corporation. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

C. Secretary: The Secretary of the Board of Directors shall be the Secretary of corporation. The Secretary shall:

1. Certify and keep at the principal office of the corporation the original of these

Bylaws as amended or otherwise altered to date.

2. Keep at the principal office of the corporation a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors, recording the time and place, whether regular or special, how called, how notice thereof was given, if of significance, the names of those present or represented at the meeting, and the proceedings thereof.
3. See that all notices are given in accordance with the provisions of these Bylaws or as required by law.
4. Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law or these Bylaws.
5. Keep at the principal office of the corporation a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with date on which such membership ceased.
6. In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

D. Treasurer: The Treasurer of the Board of Directors shall be the Treasurer of the corporation. Subject to the provisions of these By-Laws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall:

1. Have charge and custody of, and be responsible for, all funds and securities of the corporation and deposit or designate the Executive Director to cause to deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.
2. Receive, and give receipt for, or designate the Executive Director to cause, monies due and payable to the corporation from any source whatsoever.
3. Disburse, or cause to be disbursed or designate the Executive Director to cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.
4. Keep and maintain, or designate the Executive Director to cause adequate and correct accounts of the corporation's properties and business transactions,

including accounts of its assets, liabilities, receipts, disbursements, gains and losses, to be kept and maintained.

5. Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor.
6. Render to the president and directors, whenever requested, or designate the Executive Director, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation.
7. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
8. In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors. The treasurer shall insure a full and accurate accounting of all receipts and disbursements in books belonging to the corporation and shall insure deposit of all monies and other valuable effects in the name of and to the credit of the corporation. The treasurer shall perform such other duties as may be assigned by the President of the Board of Directors.

Section 3. Removal and Resignation

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later date specified therein. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

Section 4. Removal

Any officer may be removed by the majority of those present at a regular meeting of the Board of Directors, provided that a quorum is present.

Section 5. Compensation

Compensation for service as a member of the Board of Directors shall be limited to expenses only.

ARTICLE 5. Committees and Task Force

Section 1. Executive Committee

The Board of Directors may by a majority vote of directors, designate two (2) or more of its members (who may also be serving as officers of this corporation) to constitute an Executive Committee and delegate to such Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except with respect to:

- a. The approval of any action which, under law or the provisions of these Bylaws, requires the approval of the members or of a majority of all of the members.
- b. The filling of vacancies on the board or on any committee which has the authority of the Board.
- c. The amendment or repeal of Bylaws or the adoption of new Bylaws.
- d. The amendment or repeal or any resolution of the board, which by its express terms is not so amendable or repealable.
- e. The appointment of committees of the board or the members thereof.
- f. The approval of any transaction to which this corporation is a party and in which one or more of the directors has a material financial interest, except as expressly provided in Section 5233 (d)(3) of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office, the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

The Executive Committee shall have the authority to act between regular meetings of the Board of Directors but may so act only in case of pressing and timely matters requiring immediate attention. Such actions are subject to ratification by the full Board of Directors at its next regular meeting.

Section 2. Other Committees

The President of the Board of Directors with the advice of the full Board of Directors

shall designate such committees and task forces as seems practical and expedient for accomplishing the tasks of the Board. The President shall also appoint the members of such committees and task forces. Other committees may also be appointed by the president and may consist of persons who are not members of the board. These additional committees shall act in an advisory capacity only to the Board and shall be clearly titled as "advisory" committees.

Section 3. Meetings and Action of Committees

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The time for special meetings of committees may also be fixed by the Board of Directors. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE 6. Executive Director

Section 1. Appointment

There shall be a staff administrator who shall be the Executive Director of the corporation. The Executive Director shall be hired, evaluated, and terminated by the Board of Directors. Terms and conditions of employment of the Executive Director, including salary and other compensation, shall be established by the Board of Directors. The Executive Director shall be an ex-officio member of the Board of Directors and of all committees thereof.

Section 2. Duties

The Executive Director shall advise the Board of Directors on such matters as come before the Board for consideration and shall bring to the attention of the Board of Directors such other matters as may be considered timely and appropriate. The Executive Director shall implement decisions of the Board of Directors and shall administer all operations of the corporation. The Executive Director shall hire, evaluate, and terminate all staff. The Executive Director shall have such other powers and perform such other duties as may be assigned by the Board of Directors.

ARTICLE 7. Execution of Instruments, Deposits and Funds

Section 1. Execution of Instruments

The Board of Directors, except as otherwise provided by these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Unless otherwise notified, the Executive Director shall have the power and authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount. The Executive Director shall have the authority to act in the case of pressing matters requiring immediate attention but should report such actions in a timely manner to the Board or Directors.

Section 2. Checks and Notes

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the Executive Director. Checks will require two signatures: that of the Executive Director, one other specified staff member, and /or two Board officers, the President and Treasurer.

Section 3. Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

Article 8

Corporate Records, Reports, and Seal

Section 1. Maintenance of Corporate Records

The corporation shall keep at its principal office in the State of California:

- a. Minutes of all meetings of directors, committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- c. A record of its members, if any, indicating their names and addresses.
- d. A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members of the corporation at all reasonable times during office hours.

Section 2. Corporate Seal

The Board of Directors may adopt, use, and at will alter, a corporate seal. The seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

Section 3. Directors' Inspection Rights

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 4. Annual Report

The board shall cause an annual report to be furnished not later than six months after the close of the corporation's fiscal year to all directors of the corporation.

- a. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- c. The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- d. The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Article 8 Fiscal Year

Section 1. Fiscal Year of the Corporation

The fiscal year of the corporation shall begin on 1st of July and end on the last working day of June each year.

Article 9 Amendment of Bylaws

The Board of Directors shall have the power to amend the Bylaws of this corporation by a two-thirds vote of the entire board at any regular or special meeting where the proposed amendment has been specified in writing in the notice of such meeting.

ARTICLE 10. Amendment of Articles

Section 1. Certain Amendments

This corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation and of the names and addresses of the first directors of this corporation nor the names and address of its initial agent, except to correct an error in such statement or to delete either statement after the corporation has filed a "Statement by a Domestic Non-Profit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law

Article 11 Parliamentary Authority

The parliamentary authority for all meetings of Harmonium, Inc. and its Board of Directors shall be Robert's Rules of Order.

Article 12 Prohibition Against Sharing Corporate Profits and Assets

Section 1. Prohibition Against Sharing Corporate Profits and Assets

No director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit

from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person or reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors or delegated to the Executive Director. No such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. All members, if any, of the corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this corporation and not otherwise.

ARTICLE 13

Corporate Records and Reports

Section 1. Minutes of Meetings

The corporation shall keep at its principal office, or at such other place as the Board of Directors may specify, a book of minutes of all meetings of the Board of Directors of the corporation.

Section 2. Books of Account

The corporation shall keep and maintain adequate and current accounts of its properties and its business transactions, including accounts of its assets, liabilities, disbursements, gains, and losses.

Section 3. Inspection by Members of the Board of Directors

Any member of the Board of Directors of the corporation shall have absolute right at any reasonable time to inspect all books, records, documents of every kind, and the physical properties of the corporation, except as pertains to access of personnel records shall be limited by law and/or by personnel policies adopted by the Board of Directors.

October 26, 1992

TO: Harmonium, Inc. Board of Directors
FROM: Tom Farrar *TF*
SUBJECT: RECOMMENDED AMENDMENT TO HARMONIUM, INC. BYLAWS
(JANUARY 1990)

ARTICLE 3. Directors

Section 1. Number

The corporation shall have not less than five (5) nor more than twenty (20) directors, and collectively they shall be known as the Board of Directors. The number may be changed by amendment of these Bylaws. The Board of Directors shall include, but not be limited to, the following positions: One (1) President, One (1) Vice President, One (1) Secretary, One (1) Treasurer, and One (1) Executive Director.

Section 7. Restriction Regarding Interested Directors

No member of the Board of Directors shall be an employee, with the exception of the Executive Director, or an "interested party" of Harmonium. For the purposes of these Bylaws, "an interested party" shall mean either a) any person currently being compensated by the corporation for services rendered it in the previous twelve months, or b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 8. Voting Rights of Members

Each director, as defined under Article 3, Section 1, shall be entitled to one (1) vote.