

ORIGINAL
LEASE AGREEMENT

This LEASE AGREEMENT, executed in duplicate, this 5
day of November 1957, by and between THE CITY OF SAN DIEGO, a
municipal corporation in the County of San Diego, State of California and
SAN DIEGO COUNTY COUNCIL OF CAMP FIRE GIRLS, INC.

whose address is 645 A Street
San Diego 1, California

hereinafter called respectively the "City" and the "Lessee" without regard
to number or gender, WITNESSETH:

(A) That property hereinafter described is leased for the purpose of:
construction, operation, and maintenance of a Camp Fire Girls' headquarters and
appurtenances thereto, and to conduct such exercises as are in keeping with the
principles and practices of the Camp Fire Girls' organization, without discrimination
as to race, color, creed or religion.
and for no other purpose.

The City hereby leases to the Lessee and the Lessee hires from the City
those certain premises with the appurtenances situated in the County of San
Diego, State of California, and more particularly described as follows:

All that portion of Pueblo Lot 1151 of the Pueblo Lands of San Diego, in the
City of San Diego, County of San Diego, State of California, according to Map
thereof made by James Pascoe in 1870, a copy of which said map was filed in the
office of the Recorder of San Diego County, November 14, 1921, and is known as
Miscellaneous Map No. 36, described as follows:

Beginning at the Intersection of Station 114+50.81 and the westerly line of
Cabrillo Freeway, as shown on City of San Diego Engineering Department Drawing
No. 13410-L; thence South 80° 52' 00" West, a distance of 50.0 feet to the True
Point of Beginning; thence North 9° 08' 00" West a distance of 339.11 feet to a
point; thence North 89° 33' 30" West a distance of 390.51 feet to a point; thence
southeasterly and southerly along the arc of a curve, concave westerly, having
a radius of 1330.0 feet through a central angle of 12° 04' 43" a distance of
280.38 feet; thence South 01° 09' 39" East a distance of 11.01 feet to the begin-
ning of a tangent curve; thence southerly and southwesterly along the arc of said
curve, concave northwesterly, having a radius of 980.0 feet, through a central
angle of 16° 34' 20" a distance of 283.46 feet to a point; thence South 15° 24'
41" East a distance of 72.66 feet to a point; thence South 89° 33' 30" East a
distance of 502.55 feet to a point; thence northerly along the arc of a curve,
concave westerly, having a radius of 1050.0 feet through a central angle of 3°
38' 02" a distance of 307.60 feet to the Point of Beginning, and as shown on
City of San Diego Engineering Department Drawing No. 13410-L, dated August 26,
1957, attached hereto, and made a part of this agreement.

(B) The term sh. be fifty (50) years

beginning on the _____ date of execution of this agreement

and ending on the _____ day of _____, 19____

Provided however, that this lease may be terminated at any time by

mutual consent of the parties upon xxxxxxxxxxxxxxxxxxxxxxxx

RAAAXXZtHAAAXAAAtZRXxARdxtfxnuxkxxotlucclxglnccbyxObbyxxexodooededyxpoooooot
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(C) The rent is payable yearly in advance

beginning on the effective date

of this agreement as set forth hereinabove, at the office of the City Treasurer,
Room 162, Civic Center, San Diego 1, California, and shall be:

ONE DOLLAR. (\$1.00) per year

(D) It is further mutually agreed by the parties as follows; that:

1. RENT PAYMENT. The rent is due and payable in accordance with the terms stated in Section C hereinabove and Lessee agrees to remit to City the rent promptly upon the date upon which said rent becomes due. Failure of Lessee to pay said rent in accordance with the terms hereof shall constitute a breach of contract and City shall have the right to immediately terminate this contract.

2. QUIET POSSESSION. Lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term peaceably and quietly have, hold and enjoy the said premises for the term aforesaid. If City for any reason whatsoever cannot deliver possession of the said premises to Lessee at commencement of said term as hereinbefore specified or, if Lessee is dispossessed through action of a title superior to City's, then and in either of such events, this lease shall not be void or 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 deduction of the rent covering the period or periods during which Lessee is prevented from having the quiet possession of the demised premises.

3. INSURANCE RISKS. The Lessee shall not use, or permit said premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the said premises are hereby leased. Unless included within the said purposes or necessarily incident thereto, no use shall be made or permitted to be made of the said premises, nor acts done, which will increase the existing rate of insurance upon the building or buildings, if any, belonging to City which may be located on the leased premises or in which said premises may be located, or cause a cancellation of any insurance policy covering said building or buildings, or any part thereof, nor shall any article which may be prohibited by the standard form of fire insurance policy be or be permitted to be kept, used, or sold in or about said premises. The Lessee shall, at his sole cost and expense, comply with any and all requirements, pertaining to said premises of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance, covering said buildings and appurtenances.

4. IMPROVEMENTS, REPAIR, ALTERATIONS. Lessee shall not make any alterations or changes in the leased premises or cause to be made, built or installed thereupon, any improvements and shall not alter ~~or remove~~ any existing improvements; except in accordance with plans and specifications previously submitted to the City Manager of said City and approved, in writing, by him. Lessee agrees to take good care of the leased premises, fixtures and appurtenances, and of all alterations, additions and improvements to any of them and make all repairs in and about the same that may be necessary to preserve them in good order and condition (which repairs shall be equal to the original work in respect to quality), and promptly pay the expense of such repairs. City shall not be required to make any improvements, repairs or alterations not herein specifically required. Lessee hereby waives all right to make repairs at the expense of City as provided in Section 1942 of the Civil Code of the State of California and all rights provided for by Section 1941 of said Civil Code. By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair, and agrees on the last day of the term or sooner termination of this lease to surrender to City the premises with improvements in the same condition as when received or as they may have been put into subject, however; to Section 5, hereinafter.

5. REMOVAL OF IMPROVEMENTS. City agrees that all fixtures and improvements installed by Lessee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements existing and belonging to City, shall be and remain the property of Lessee. Lessee shall have the right to remove said fixtures and improvements prior to the termination of this agreement at Lessee's own expense, provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Lessee took possession of the leased premises. In the event Lessee does not so remove said fixtures and improvements prior to the expiration of this agreement, City may remove, or sell, or destroy the same at the expense of Lessee, and Lessee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Lessee may be deemed abandoned.

6. MECHANIC'S LIEN BOND. Lessee will save City free and harmless, indemnify it against all claims for labor and materials in connection with improvements, repair or alterations to the leased premises, and the cost of defending against such claims, including reasonable attorney's fees.

In the event that improvements, repairs, or alterations are constructed on the leased premises by other than the City, the Lessee shall file with the City a bond, conditioned for the payment in full of the claims of all persons performing labor upon or furnishing materials to be used, in the amount of the estimated cost of the improvement, alteration, or repair as determined by the City Manager. The bond shall be acknowledged by the Lessee as principal and by a corporation licensed by the Insurance Commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety.

In the event that a lien is recorded under Chapter II of Title 4 of Part 3 of the California Code of Civil Procedure against the leased premises and the lien-holder attempts to perfect such lien by a lawsuit and the Lessee has failed to comply with the requirements of this paragraph, this lease shall automatically terminate five (5) days after service of summons in such lawsuit upon the City; provided, however, that the City Manager shall have the right to continue this lease in full force and effect by notifying the Lessee in writing of his election to do so.

7. ENTRY AND INSPECTION. City reserves, and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interest in the premises or to inspect the operations conducted on said premises. In the event that such entry or inspection by City discloses that said premises are not in a safe, healthy and satisfactory condition, City shall have the right, after ten (10) days' written notice to Lessee, to have any necessary maintenance work done for and 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 safe and healthy condition. The rights reserved in this and the following section shall not create any obligations on City or increase obligations elsewhere in this lease imposed on City.

8. RESERVATION FOR CITY USE. City hereby reserves all rights, title and interest in any and all gas, oil, minerals and water, upon or beneath said leased premises. City shall have the right to enter said leased premises for the purpose of drilling, operating and maintaining such installations as are necessary or desirable for the development of said gas, oil, mineral and water rights or for making repairs to or developing the municipal services of the City. City hereby reserves the right to grant and use such easements or establish and use such rights of way over, under, along and across said leased premises for utilities, thoroughfares, or access as it may deem advisable for the public good. Provided however, City shall not unreasonably interfere with Lessee's use of the premises and will reimburse Lessee for physical damages done to the permanent improvements located on the leased premises resulting from City's exercising the rights retained in this paragraph.

9. ASSIGNMENT. Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of the City Manager of City. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of City, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of the City Manager.

10. COMPLIANCE WITH LAW. The Lessee shall, at its sole cost and expense, comply and secure compliance with all the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the premises, all municipal ordinances and state and federal statutes now in force or which may hereafter be in force, and shall pay before delinquency all taxes, assessments, and fees assessed or levied upon the Lessee or the leased premises by reason of any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by Lessee or by reason of the business or other activities of Lessee upon or in connection with the said demised premises. The judgment of any court of competent jurisdiction, or the admission of Lessee or any sublessee or permittee in any action or proceeding against them or any of them, whether the City be a party thereto or not, that the Lessee, sublessee or permittee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between City and Lessee.

11. UTILITIES. Except for such installations or utilities as City herein expressly agrees to provide, Lessee shall order, obtain and pay for all utilities, and service and installation charges in connection therewith.

12. ASSIGNS. Time is of the essence of each and all of the terms and provisions of this lease and this lease shall inure to the benefit of and be binding upon the parties hereto and any successors of Lessee as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this lease shall extend to and bind any assigns or sub-Lessees of Lessee.

13. WAIVER. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, other than failure of Lessee to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent, nor shall any failure on the part of City to require or exact full and complete compliance with any of the covenants, conditions or agreements of this lease be construed as in any manner changing the terms hereof or to stop City from enforcing the full provisions hereof, nor shall the terms of this lease be changed or altered in any manner whatsoever other than by written agreement of the City and Lessee.

14. MERGER. The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall at the option of City, terminate all or any existing subleases or subtenancies, or may, at the option of City, operate as an assignment to it of any or all such subleases or subtenancies.

15. NOTICES. Control and administration of this lease is under the jurisdiction of the Property Department of the City of San Diego and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this lease or by law to be given or served upon City may be given or served by letter deposited in the United States mails, postage prepaid, and addressed to the City Manager, Attention: Property Supervisor, Property Department, Civic Center, San Diego 1, California. Any notice or notices provided for by this lease or by law to be given or served upon Lessee may be given or served by depositing in the United States mails, postage prepaid, a letter addressed to said Lessee at the address stated at the commencement hereof, or may be personally served upon said Lessee (or any one of them), or any person hereafter authorized by Lessee to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served.

16. REMEDIES OF CITY. In the event (a) that Lessee shall default in the performance or fulfillment of any covenant or condition herein contained on his part to be performed or fulfilled and shall fail to cure such default within thirty (30) days following the service on him of a written notice from City specifying the default or defaults complained of and the date on which his rights hereunder will be terminated as hereinafter provided if such default or defaults is or are not cured, or (b) that Lessee shall file a voluntary petition in bankruptcy, or (c) that Lessee shall be adjudicated a bankrupt, or (d) that Lessee shall make a general assignment for the benefit of creditors then and in either or any of said events, City may at its option, without further notice or demand upon Lessee or upon any person or persons claiming by, through or under Lessee, immediately cancel and terminate this lease and terminate each, every and all of the rights of Lessee and of any and all persons claiming by, through or under Lessee in or to the leased premises and in or to the further possession thereof and may thereupon enter into and upon the leased premises and repossess the same and expel Lessee and any and all persons claiming by, through or under Lessee. The rights and remedies of City as hereinabove set forth, are cumulative only and shall in no wise be deemed to limit any of the other provisions of this lease or otherwise to deny to City any right or remedy at law or in equity which City may have or assert against Lessee under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of City, as hereinabove set forth, shall supplement or be in addition to or in aid of the other provisions of this lease and of any right or remedy at law or in equity which City may have against said Lessee.

17. INSURANCE. Lessee agrees to take out and maintain public liability insurance with an insurance carrier satisfactory to City to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever, resulting directly or indirectly from any act or activities of Lessee or any person acting for Lessee or under Lessee's control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Lessee or any person acting for Lessee or under Lessee's control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this lease in the amounts of not less than

ONE HUNDRED THOUSAND Dollars (\$ 100,000.00)

for one person injured in one accident, and not less than

THREE HUNDRED THOUSAND Dollars (\$ 300,000.00)

for more than one person injured in one accident, and not less than

FIVE THOUSAND Dollars (\$ 5,000.00)

with respect to any property damage. If Lessee does not keep such insurance in full force and effect, City may take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be a part of the rental and paid as such on the next day upon which rent becomes due. Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from his activities or the activities of any person or persons for which he is otherwise responsible.

During the term of this lease, Lessee agrees to defend in the name of, and on behalf of, City, all claims or suits for damages and all fixed costs and interest on all such legal proceedings and pay all sums which City may become liable to pay as damages imposed upon him by law arising out of accidental bodily injury or death suffered, or alleged to have been suffered, by any person while within or upon the premises described in this lease or upon the sidewalks or other ways or premises adjacent thereto. Lessee further agrees to pay all sums which City may become liable to pay as damages imposed upon him by law resulting from accidental injury to, or destruction of, property not owned, leased, occupied or used by, or in the care, custody or control of, Lessee or of City or of any employee of Lessee or City, subject to the following conditions:

(a) This agreement shall not apply to any injury or death caused by any employee of City;

(b) City shall not voluntarily assume any liability or incur any expenses or settle any claims without the prior written consent of Lessee;

(c) Lessee shall, on or before the effective date of this lease, deliver to the Property Department of City, a certificate of bodily injury and property damage liability insurance issued by a company licensed in the State of California to transact such business, indicating that Lessee has bodily injury and property damage liability insurance as required in this paragraph, and indicating that the policy has been endorsed or does otherwise cover the contractual liability imposed by this agreement, and that the insurance company shall notify the Property Department if said policy be terminated or limited in any manner prior to the termination date specified in the certificate.

18. HOLDING OVER. Any holding-over after the expiration of said term for any cause shall be construed to be a tenancy from month to month, at any rental selected by City which has been in effect during the term, and shall otherwise be on the terms and conditions herein specified so far as applicable. Such holding-over shall include any time employed by Lessee in removing fixtures and improvements as hereinbefore provided.

19. HOLD HARMLESS. City, its agents, officers and employees, shall not be, nor be held liable, for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of Lessee or any of the Lessee's representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other persons whatsoever, nor for personal injuries to, or deaths of them, or any of them, whether caused by or resulting from any acts or omission of Lessee in or about the leased premises, or any act or omission of any person or from any defect in any part of the leased premises or from any other cause or reason whatsoever. Lessee further agrees to indemnify and save free and harmless City and its authorized agents, officers, and employees against any of the foregoing liabilities and any costs and expenses incurred by City on account of any claim, or claims therefor.

20. WASTE, DAMAGE OR DESTRUCTION OF PREMISES. Lessee shall give prompt notice to City of any fire or damage that may occur from any reason whatsoever. Lessee shall not commit or suffer to be committed any waste or injury, or any public or private nuisance, shall keep the premises clean and clear of refuse and obstructions; and shall dispose of all garbage, trash, and rubbish in a manner satisfactory to City. If the leased premises shall be damaged by any cause as to render the premises untenable or unfit for the use or purpose for which the same are hereby let and said damages are reparable within a reasonable time in the opinion of the City Manager, Lessee may elect, by written notice to the City within thirty (30) days of such destruction, to make full repairs to said damages so as to restore the premises to the condition which existed prior to said damages, or Lessee may elect to clear and remove from the leased premises all debris resulting from said damages and to continue operations on a limited scale. In the event Lessee elects to make such repairs or clear such debris, the work shall be commenced within thirty (30) days and the restoration or clearance shall be completed within a reasonable time thereafter. Failure to commence such restorative work or clearance, or failure to complete such work or clearance within said reasonable time shall constitute an abandonment of this lease by said Lessee. In the event Lessee does not so elect to make such repairs or to continue operations on a limited scale as hereinbefore provided, then either Lessee or City may after thirty (30) days from the date of damage terminate this agreement; provided, however, that Lessee to exercise this right to terminate must first remove all debris from the leased premises.

21. NON-EXCLUSIVE USE. Lessee shall occupy and operate the leased premises in accordance with the rules and regulations of the Park and Recreation Department of the City, and the public in general shall not be excluded from said premises except at such times as their presence would conflict with the program of the Camp Fire Girls.

22. TAXES. As further consideration for the granting of this lease, Lessee shall pay and discharge before delinquency all taxes and assessments which may be levied during said term upon the leased premises.

23. DEVELOPMENT. Lessee agrees during the first year of this agreement to file with City a plan for development of the leased premises, which upon approval by City shall become the "Master Plan for Development of the Camp Fire Girls of San Diego Headquarters." Said Master Plan may be amended at any time by mutual consent of the parties hereto. Within five years of the initial approval by City of said Master Plan, Lessee agrees to begin construction in accordance with said Master Plan and to pursue said construction diligently to its completion.

24. ALTERATIONS TO LEASE FORM. Prior to the execution of this lease the following changes were made in the form thereof:

SECTION D: Paragraph 4. Words "or repair" deleted;

Paragraphs 7, 8, 9, 10 and 11 were retyped;

Paragraphs 21, 22, 23 and 24 were added.

IN WITNESS WHEREOF, this lease agreement is executed by the City acting by and through the City Manager of said City, under and pursuant to Resolution No. 143798 authorizing such execution, and the Lessee has caused this agreement to be executed and its corporate name and seal to be affixed by the proper officers, the day and year first above written.

THE CITY OF SAN DIEGO

By

J. W. [Signature]
Assistant City Manager

SAN DIEGO COUNTY COUNCIL OF CAMP GIRLS, INC.
(Lessee)

By

Esther E. Sullivan President
Kathleen Th. Erb Secretary

I HEREBY APPROVE the form and legality of the foregoing lease
this 17 day of November, 1957.

J. F. DU PAUL, City Attorney

By

[Signature]
Chief Deputy

00580

FREEWAY

N 9° 08' 00" W

395

372.11'

Sta. 114+50.81 E.C.
S 80° 62' 00" W

50.0'

N 9° 08' 00" W

339.11'

R=4850' Δ=3° 38' 02" L=307.60'

6.13± Acres

502.55'

N 01° 09' 39" W

N 15° 24' 41" E

R=1330.0'
Δ=12° 04' 33"

R=980.0'
Δ=16° 34' 20"
L=283.42'

S 89° 33' 30" E

390.0'

30° E

11.01'

72.61'

CITY ATTORNEY
06 MAY 23 PM 1:06
CIVIL DIVISION

CAMP FIRE USA SAN DIEGO & IMPERIAL COUNTIES COUNCIL

FACILITY USE AGREEMENT

THIS SUBLEASE AGREEMENT ('sublease') is entered into this 31st day of May, 2005, by and between Camp Fire USA San Diego & Imperial Counties Council ("Camp Fire USA") and New Alternatives, Inc., a not-for-profit corporation ("New Alternatives").

- 1) The City of San Diego, as Master Lessor, and San Diego County Council of Camp Fire Girls, Inc. (now known as Camp Fire USA San Diego & Imperial Counties Council) entered into a written lease dated November 5, 1957 ("Master Lease"), for the real property located at 3101 Balboa Drive, San Diego, California ("Property") and described in Exhibit "A" attached to this Sublease. A copy of the Master Lease is maintained on file at the Administrative Office in the Property.
- 2) This Sublease shall be in effect upon the date written above and shall proceed on a month-to-month basis until terminated by either party upon thirty (30) days written notice, and shall expire no later than November 4, 2007, the expiration date of the Master Lease unless the Master Lease is extended.
- 3) New Alternatives, Inc. shall have use of Camp Cahito as described below for the sole purpose of youth related family counseling and youth related staff training:
 - A) The use of what is commonly referred to as Blair Cabin 7 days a week between the hours of 7am and 8pm.
 - B) The use of what is commonly referred to as Fletcher Cabin Monday-Friday from 7am-5pm.
 - C) Any use by Camp Fire USA of either cabin during these times will require Prior approval by New Alternatives.
- 4) New Alternatives is responsible for keeping the cabins in a clean and orderly manner. Camp Fire USA will provide brooms and trash receptacles.
- 5) Camp Fire USA will provide New Alternatives with a key to each cabin, the North Bathroom and the front vehicle gate. New Alternatives will:
 - A) Notify Camp Fire USA if and when a key is lost or stolen.
 - B) Secure the cabin(s) anytime they leave them unoccupied.
- 6) New Alternatives agrees to follow the attached Camp Cahito Policies and Procedures. Any changes in policies and procedures will be forwarded, in writing, within 30 days.
- 7) New Alternatives agrees to provide Camp Fire USA with:
 - A) An annual written report, by October 15 each year, on the numbers of youth, adults, families and staff served at the Cahito Site during the period September 1-August 31.
 - B) The name of a contact person for communication purposes.
- 8) Clients will at all times be supervised by New Alternatives staff. All accidents requiring medical treatment or damage to Camp Fire USA property will be reported immediately to the Camp Fire USA Executive Director.

9) New Alternatives agrees to maintain comprehensive general liability insurance in the minimum amount of \$2,000,000 to cover all operations and activities, employees, clients or guests during the performance of any duties under this agreement. New Alternatives shall provide evidence of such insurance acceptable to Camp Fire USA and name Camp Fire USA San Diego & Imperial Counties Council as another insured.

10) New Alternatives further agrees to hold Camp Fire USA free and harmless from any and all claims arising from any negligent act or omission or any willful and/or intentional misconduct of New Alternatives employees, agents, clients or guests.

11) If the premises shall be damaged by cause of New Alternatives, which puts the premises into a condition which is not decent, safe, healthy and sanitary, New Alternatives 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.

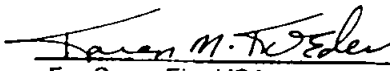
12) The rent for New Alternatives usage as described above shall be \$900 per month (subject to adjustment by Camp Fire USA with 30 days written notice) due by the 10th of the month. Past due rents will be subject to a penalty of \$25 per occurrence.

13) This Sublease is subject to the provisions and conditions of the Master Lease, all of which are incorporated into this Sublease as if fully set forth in this Sublease. In the event any provision or condition of this Sublease is inconsistent with the provisions and conditions of the Master Lease, the provisions and conditions of the Master Lease shall control.

Upon termination of this Sublease, New Alternatives shall quit and surrender possession of the Property in as good order, condition and repair as the Property is now or hereafter may be improved by Camp Fire USA or New Alternatives, reasonable wear and tear and repairs which are Camp Fire USA's obligation excepted, and in a reasonable state of cleanliness. New Alternatives shall without expense to Camp Fire USA, remove from the Property all debris, rubbish and articles of personal property owned by New Alternatives or installed or placed by New Alternatives, at its expense, on the Property. New Alternatives shall also repair, at its expense, all damage to the Property resulting from such removal.

14) This agreement may be modified only in writing and signed by each party.

Signed in agreement this 31 day of May, 2005.


For Camp Fire USA


For New Alternatives, Inc

CAMP FIRE USA SAN DIEGO & IMPERIAL COUNTIES COUNCIL
CAMP CAHITO POLICIES AND PROCEDURES

POLICIES

- Smoking and the use of tobacco products is not allowed on the site.
- Alcohol, illegal drugs are not allowed on the site
- Firearms are not allowed on the site
- Vehicles are allowed only on the established road and parking area, except for loading and unloading people needing extra assistance, equipment or supplies.
- Vehicles will be parked outside of the site when notified by Camp Fire USA.
- All speed, use and parking signs will be obeyed.
- Last person, using the cabins, leaving for the day will turn off the North Restroom lights and close the door.
- Cabin doors will be locked whenever not in use. Windows will be closed and secured.
- Vehicle gate will be closed by each person leaving after 5:30pm October-April and 8pm May-September. Last person leaving the site, Camp Fire USA or New Alternatives will lock the gate.
- Take care of trees, bushes and plants. Stay out of trees and on established paths.

PROCEDURES

- In case of an emergency:
 - Monday – Friday 8:30am – 5:00pm Contact the Camp Fire USA office. Phone 619-291-8985.
 - Outside of Camp Fire USA office hours contact the Camp Ranger at the Ranger Cabin.
 - If the Ranger is not available and assistance is required call the Executive Director at 619-269-0871.
- To report a problem, damage to facilities or lack of restroom supplies contact the Camp Fire USA office or Camp Ranger when the office is closed.