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Secretary of State
State of California

JUN 30 2014

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AGREEMENT OF MERGER

This Agreement of Merger ("Agreement") dated June 10, 2014, is entered into by and between Balboa Park Conservancy, a California public benefit corporation ("Conservancy") and Balboa Park Central, a California public benefit corporation ("Central").

EFFECTIVE
DATEJuly 1, 2014

1. Parties' Intent. The parties intend by this Agreement to set forth the terms and conditions of a transaction pursuant to which, and subject to approvals required by California law and the articles of incorporation and bylaws of the parties, Conservancy is merged into a single corporation, to wit, Central, which shall be the surviving corporation (the transaction hereinafter referred to as "Merger").

2. Participating Entities.

2.1. Surviving Corporation. The surviving corporation of the Merger is Central, which is a California public benefit corporation without members (hereinafter "Surviving Corporation").

2.2. Disappearing Corporation. The disappearing corporation of the Merger is Conservancy, which is a California public benefit corporation without members (hereinafter "Disappearing Corporation").

3. Filing; Effective Date. When all applicable laws have been complied with and all necessary authorizations, approvals, or consents have been received, a copy of this Agreement, together with the officers' certificates of each constituent corporation, shall be submitted by the Surviving Corporation to the California Secretary of State. This Merger shall become effective on the later of the date of filing with the Secretary of State or 12:01 a.m. PDT on July 1, 2014. The date on which the Merger becomes effective is referred to in this Agreement as the "Effective Date."

4. Approvals and Consents.

4.1. Disappearing Corporation Board of Directors Consent. The Board of Directors of Disappearing Corporation has held a meeting in accordance with the California Corporations Code and has approved the Merger in accordance with the terms and conditions of this Agreement and has authorized its respective officers to enter into this Agreement on its behalf and to take any and all other actions, and execute any and all other documents, necessary to carry out and effectuate the Merger.

4.2. Surviving Corporation Board of Directors Consent. The Board of Directors of Surviving Corporation has held a meeting in accordance with the California Corporations Code and has approved the Merger in accordance with the terms and conditions of this Agreement and has authorized its respective officers to enter into this Agreement on its behalf and to take any and all other actions, and execute any and all other documents, necessary to carry out and effectuate the Merger.

4.3. No Shareholder or Member Approval. Neither Disappearing Corporation nor Surviving Corporation has shareholders or members, and as such, the consent by each entity's

Board of Directors is sufficient in of itself to approve the Merger and the terms of this Agreement.

4.4. Other Consents. If this Agreement or the Merger contemplated thereby is subject to the approval of any other person or persons as: (i) required by law; (ii) required by the parties' respective articles of Incorporation and bylaws; (iii) needed to maintain Surviving Corporation's tax-exempt status, then such approval or approvals, if not obtained, will result in this Agreement and the Merger contemplated thereby being terminated or abandoned as provided for in Section 10 below.

4.5. Attorney General Notification. No later than twenty (20) days prior to the consummation of the Merger, the parties shall submit to the California Attorney General a copy of the Agreement of Merger pursuant to California Corporations Code Section 6010(b).

5. Statement of Merger; Effect of Merger.

5.1. The parties agree that as of the Effective Date the Disappearing Corporation shall be merged into Surviving Corporation, the corporate existence of Surviving Corporation shall continue, and the separate corporate existence of Disappearing Corporation shall cease. The corporate identity, existence, purposes, powers, rights, and immunities of Disappearing Corporation shall be merged into and vested in Surviving Corporation and the corporate identity, existence, purposes, powers, rights, and immunities of Surviving Corporation shall continue unaffected and unimpaired by the Merger.

5.2. All property, real, personal, and mixed, and all debts due to Disappearing Corporation on whatever account, and all other things in action or belonging to Disappearing Corporation, shall be vested in the Surviving Corporation, and all property, rights, privileges, powers, and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of Disappearing Corporation, and the title to any real estate vested by deed or otherwise in Disappearing Corporation under the laws of California or any other jurisdiction shall not revert or be in any way impaired. All property, real, personal, and mixed, and all debts due to Surviving Corporation on whatever account, and all other things in action or belonging to Surviving Corporation, shall continue unaffected and unimpaired by the Merger.

5.3. All rights of creditors and all liens upon any property of Disappearing Corporation shall be preserved unimpaired, and all debts, liabilities, and duties of Disappearing Corporation shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. All rights of creditors and all liens upon any property of Surviving Corporation shall continue unaffected and unimpaired by the Merger.

5.4. At any time, or from time to time, after the Effective Date, the last acting officers of Disappearing Corporation or the corresponding officers of the Surviving Corporation, may, in the name of Disappearing Corporation, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Disappearing Corporation property,

rights, privileges, powers, immunities, and interests and otherwise to carry out the purposes of this Agreement.

6. Articles of Incorporation. The Articles of Incorporation of Surviving Corporation shall be amended and restated as of the Effective Date as set forth in Exhibit A.

7. Bylaws. The Bylaws of Surviving Corporation shall be amended and restated as of the Effective Date as set forth in Exhibit B hereto.

8. Effect of Merger on Memberships. Neither Disappearing Corporation nor Surviving Corporation have members, and the Merger shall not in any manner create any membership interests in Surviving Corporation.

9. Interim Provisions. Between the date of this Agreement and the Effective Date or date of termination, neither Disappearing Corporation nor Surviving Corporation will, without the prior written consent of the other, engage in any activity or transaction other than in the ordinary course of its business, except as contemplated by this Agreement.

10. Termination or Abandonment. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date by either: (i) a majority vote of either the Board of Directors of Disappearing Corporation or Surviving Corporation; or (ii) the failure to obtain any necessary consents under Section 4.4. If such termination or abandonment occurs, neither Disappearing Corporation nor Surviving Corporation or their respective Boards of Directors shall be liable to the other or its Board of Directors.

11. Amendments. This Agreement may only be amended upon the approval of both Disappearing Corporation's and Surviving Corporation's Board of Directors.

12. Governing Law. This Agreement and any dispute arising from the Merger shall be governed by California law.

13. Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute only one Agreement.

14. Further Assurances. On request by the Surviving Corporation, the Disappearing Corporation shall from time to time execute and deliver any documents and instruments and take any actions desirable or necessary to vest in Surviving Corporation the title to and possession of all rights, properties, assets, trusts, and business of Disappearing Corporation or otherwise carry out the full intent and purpose of this Agreement.

In witness whereof, this Agreement of Merger has been executed by Disappearing Corporation and Surviving Corporation, all on the date first written above.

Balboa Park Conservancy,
a California public benefit corporation

By: Carol Chang
Carol Chang, President

By: Joye Blount
Joye Blount, Secretary

Balboa Park Central,
a California public benefit corporation

By: Lynne Kennedy
Lynne Kennedy, President

By: Pamela L. Crooks
Pam Crooks, Secretary

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EXHIBIT A

**RESTATED ARTICLES OF INCORPORATION
OF
BALBOA PARK CENTRAL**

The undersigned certify that:

1. They are the president and the secretary, respectively, of Balboa Park Central, a California corporation (Corporation #C0106510).
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

Article I

The name of the corporation is Balboa Park Conservancy.

Article II

- A. 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.
- B. The specific purposes of this Corporation are to: (i) promote Balboa Park, located in the City of San Diego; (ii) operate the House of Hospitality therein; (iii) and promote, support, fund, implement, facilitate, and oversee projects to restore, preserve, maintain, and improve the park land, buildings, and infrastructure of Balboa Park.

Article III

- A. This corporation is organized and operated exclusively for the purposes set forth in Article II(A) hereof within the meaning of Internal Revenue Code section 501(c)(3).
- B. 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.
- C. The property of this corporation is irrevocably dedicated to the charitable purposes in Article II(A) hereof and no part of the assets or net earnings of

the corporation shall ever inure to the benefit of, any director, officer, or member thereof or to the benefit of any private persons.

- D. Upon the dissolution or winding up of this corporation, its assets remaining after payment, 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 501(c)(3) of the Internal Revenue Code.

Article IV

The liability of the directors and officers of this corporation for monetary damages shall be eliminated to the fullest extent permissible under the laws of California and the United States of America. This corporation is authorized to provide indemnification of directors, officers, members, and agents through bylaw provisions, agreements or otherwise, to the fullest extent permissible under the laws of California and the United States of America.

3. The foregoing amendment and 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.

Dated: June 22, 2014

Lynne Kennedy
Lynne Kennedy, President

Dated: June 22, 2014

Pamela D. Crooks
Pamela Crooks, Secretary

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EXHIBIT B

**RESTATED BYLAWS
OF
BALBOA PARK CONSERVANCY**
a California Nonprofit Public Benefit Corporation

ARTICLE 1. RESTATEMENT. These Bylaws are an amended and full restatement of the Bylaws of Balboa Park Conservancy, a California nonprofit public benefit corporation f/k/a Balboa Park Central ("Corporation") and supersede in their entirety any previous bylaws of Corporation.

ARTICLE 2. OFFICES OF THE CORPORATION.

2.1. Principal Office. The principal office for the transaction of the business, affairs, and activities of the Corporation shall be at such place as the Board of Directors shall establish from time to time.

2.2. Other Offices. Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE 3. PURPOSES

3.1. Purpose. The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. The specific purposes of this Corporation are to (i) promote Balboa Park, located in the City of San Diego; (ii) operate the House of Hospitality therein; and (iii) promote, support, fund, implement, facilitate, and oversee projects to restore, preserve, maintain, and improve the park land, buildings, and infrastructure of Balboa Park.

3.2. Limitations. The Corporation is hereby organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. No part of the net earnings of the Corporation shall inure to the benefit of any private person or individual, and the Corporation shall not participate or intervene (including the publishing or distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE 4. MEMBERS

4.1. Members. The Corporation shall have no members as defined in Section 5056 of the California Corporations Code. Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the Board of Directors.

4.2. Other Persons Associated With the Corporation. The Corporation may refer to persons or entities associated with it as "members," even though those persons or entities are not members, but no such reference shall constitute anyone a member within the meaning of Section 5056 of the California Corporations Code. By amendment of its Articles of Incorporation or of these Bylaws, the Corporation may confer some or all of rights of a member on any person or persons

who do not have the right to vote for the election of directors or a disposition of substantially all of the assets of the Corporation or on a merger or on a dissolution or on changes to the corporation's Articles or Bylaws, but no such person shall be a member within the meaning of said Section 5056.

ARTICLE 5. DIRECTORS

5.1. Powers of Directors. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to limitations of the Articles, and these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board. So long as the Board shall be the sole class of voting members of the Corporation, and action which requires approval of the members or approval of a majority of members pursuant to the California Nonprofit Public Benefit Corporation Law shall require only the approval of the Board. Without prejudice to the general powers set forth in this Section 5.1, but subject to the same limitations, it is hereby expressly declared that the Board shall have the power to delegate the management of the activities of the Corporation to any person or persons provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

5.2. Number of Directors. The Board shall consist of at least twelve (12) and no more than thirty-six (36) directors until changed by amendment to these bylaws. The exact number of directors shall be fixed, within those limits, by a resolution adopted by the Board. The initial number of directors shall be twenty-seven (27).

5.3. Selection and Term of Office of Directors.

5.3.1. Qualifications. The Board shall establish from time-to-time qualifications for membership on the Board, and said qualifications shall be at the discretion of the Board. Said qualifications may include, but are not limited to, age, educational, and experience requirements. Notwithstanding the foregoing, in no event shall any of the following persons be a member of the Board: (i) a person who is an employee of any local, state, or Federal governments, including, but not limited to, the City of San Diego, and any agency or department of the City of San Diego; or (ii) beginning July 1, 2015, a person who is an employee of any organization located in Balboa Park, but not including any person who is a board member of any nonprofit organization located in Balboa Park.

5.3.2. Term of Office.

5.3.2.1. Initial Terms. All persons who are selected to serve on the Board commencing July 1, 2014, shall serve an initial one (1) year term.

5.3.2.2. Staggered Terms. Prior to July 1, 2015, the Board shall divide the members of the Board into three classes, A, B, and C. Each class of directors shall serve a three (3) year term, except that: (i) the initial term of office for Class A directors is one (1) year from July 1, 2015, through June 30, 2016; (ii) the initial term of office for Class B directors is two (2) years from July 1, 2015, through June 30, 2017; and (iii) the initial term of officer for Class C directors is three (3) years from July 1, 2015, through 2018.

5.3.2.3. Term Limits. Directors shall not be eligible to serve more than two (2) consecutive terms of office. After serving two (2) consecutive terms of office, a person may not serve as a director until at least one (1) year has passed from the end of the person's most recent term of office. For purposes of determining consecutive terms of office, the initial one (1) year term of office under Section 5.3.2.1 shall not be counted as a term of office, but the short terms of office under Section 5.3.2.2 shall be treated as a term of office.

5.3.3. Method of Appointment. Directors shall be appointed by the then current members of the Board, including any members whose terms are set to expire. The Board may delegate the qualification and nomination of Board candidates to a committee of the Board, but in order to serve on the Board any nominated person must be approved by a Majority Vote of the Board.

5.4. Vacancies on Board.

5.4.1. Events Causing Vacancy. A vacancy or vacancies on the Board shall exist on the occurrence of the following: (i) the death or resignation of any director; (ii) the declaration by Board resolution of a vacancy in the office of a director who has been declared of unsound mind by an order of court, convicted of a felony or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law; (iii) removal of a director for fraudulent acts in an action in Superior Court under Section 5223 of the California Corporations Code; (iv) the increase of the authorized number of directors; or (v) removal of a director with or without cause upon the affirmative vote of two-thirds ($\frac{2}{3}$) of the other members of the Board of Directors.

5.4.2. Resignations. Except as provided below, any director may resign by giving written notice to the President or the Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective. Except on notice of the Attorney General, no director may resign if the Corporation would then be left without a duly elected director or directors.

5.4.3. Filling Vacancies. Vacancies in the Board shall be filled in the same manner as the director(s) whose office is vacant was selected, provided that vacancies to be filled by election by directors may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director. Each director so selected shall hold office until the expiration of the term of the replaced director and until a successor has been selected and qualified.

5.4.4. No Vacancy on Reduction of Number of Directors. No reduction in the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

5.5. Directors' Meetings.

5.5.1. Place of Meetings. Regular or special meetings of the Board may be held at any place within or outside California that the Board may designate or, if not so designated, meetings

shall be held at the Corporation's principal office. Notwithstanding the above provisions of this Section, a regular or special meeting of the Board may be held at any place consented to in writing by all Board members, either before or after the meeting. If such consents are given, they shall be filed with the minutes of the meeting.

5.5.2. Meetings by Telephone. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, as long as all directors participating in the meeting can hear one another. All such directors shall be deemed to be present in person at such a meeting.

5.5.3. Annual Meetings. The Board shall hold an annual meeting for the purpose of organization, selection of directors and officers, and the transaction of other business at the Corporation's principal office.

5.5.4. Regular Meetings. Regular meetings of the Board may be held without call or notice at such time and place as the Board shall fix from time to time. Regular meetings of the Board shall be no less frequently than every other month.

5.5.5. Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President, the Secretary or any two directors.

5.5.5.1. Manner of Giving Notice of Special Meetings. Notice of the time and place of special meetings shall be given to each director by one of the following methods: (i) by personal delivery of written notice; (ii) by first-class mail, postage prepaid; (iii) by telephone, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; or (iv) by facsimile, e-mail, or other electronic transmission. All such notices shall be given or sent to the director's address, telephone number, or facsimile number as shown on the records of the Corporation or as may have been given to the Corporation by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

5.5.5.2. Time Requirements for Notice of Special Meetings. Notices of special meetings of the Board of directors sent by first-class mail shall be deposited in the United States mails at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or telefaxed at least forty-eight (48) hours before the time set for the meeting.

5.5.5.3. Contents of Notice of Special Meetings. The notice of a special meeting of the Board of Directors shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation. It need not specify the purpose of the meeting.

5.5.6. Quorum. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the Board. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

5.5.7. Waiver of Notice. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

5.5.8. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

5.5.9. Outside Advisors and Liaisons. The Board may from time-to-time invite to Board meetings one or more advisors or liaisons who may attend and take part in the discussions at Board meetings, but who shall not have the right to vote at such meetings and who shall not for any purposes under these Bylaws or under state law be considered or classified as a director of the Corporation. The Board may from time-to-time designate certain organizations or agencies in the greater San Diego area that are entitled to appoint an advisor or liaison to attend the Board and/or committee meetings, but in no event shall such designation grant to the designated person the right to vote at such meeting or the status of a director of the Corporation or a member of such committee.

5.6. Action Without a Meeting. Any action that the Board is required or permitted to take may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. The consent of any director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director" as defined in Section 5233 of the California Corporations Code shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as the unanimous vote of the Board of Directors. Such consents shall be filed with the minutes of the proceedings of the Board.

5.7. Compensation and Reimbursement. Directors shall not be compensated for their services as directors, officers or committee members, provided, however, that such person may be reimbursed for reasonable expenses incurred in the performance of their services, to the extent such reimbursement policy is established by the Board.

5.8. Committees.

5.8.1. Committees of the Board. The Board, by resolution adopted by a majority of the directors then in office, provided a quorum is present, may create one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the directors then in office. The Board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee, to the extent provided in the Board

resolution, shall have all authority of the Board, except that no committee, regardless of Board resolution, may:

5.8.1.1. Take any final action for which the California Nonprofit Public Benefit Corporation Law also requires approval of the members or approval of a majority of all members (such limitation of committee action shall apply whether or not the Corporation has members);

5.8.1.2. Fill vacancies on the Board or in any committee;

5.8.1.3. Fix compensation of the directors for serving on the Board or on any committee;

5.8.1.4. Amend or repeal Bylaws or adopt new Bylaws;

5.8.1.5. Amend or repeal any Board resolution that by its express terms is not so amendable or repealable;

5.8.1.6. Create any other committees of the Board or appoint members of committees of the Board;

5.8.1.7. Expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or

5.8.1.8. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the California Corporations Code.

5.8.2. Audit Committee. If required under Section 12586(e) of the California Government Code, the Board shall appoint an audit committee. The audit committee may include persons who are not members of the Board, but the member or members of the audit committee shall not include any members of the staff, including the president or chief executive officer and the treasurer or chief financial officer. If the corporation has a finance committee, it must be separate from the audit committee. Members of the finance committee may serve on the audit committee; however, the chairperson of the audit committee may not be a member of the finance committee and members of the finance committee shall constitute less than one-half (½) of the membership of the audit committee. Members of the audit committee shall not receive any compensation from the Corporation in excess of the compensation, if any, received by members of the Board for service on the Board and shall not have a material financial interest in any entity doing business with the Corporation. Subject to the supervision of the Board, the audit committee shall be responsible for recommending to the Board the retention and termination of the independent auditor and may negotiate the independent auditor's compensation, on behalf of the Board. The audit committee shall confer with the auditor to satisfy its members that the financial affairs of the Corporation are in order, shall review and determine whether to accept the audit, shall assure that any nonaudit services performed by the auditing firm conform with standards for auditor independence referred to in Section 12586(e)(1) of the California Government Code, and shall approve performance of nonaudit services by the auditing firm.

5.8.3. Restrictions on Serving on Committees. The Board may from time-to-time establish the qualifications and requirements for serving on said committees. Except as otherwise provided under Section 5.8.2, a committee exercising the authority of the Board shall not include as members persons who are not Directors. However, the Board may create other committees that do not exercise the authority of the Board and these other committees may include persons regardless of whether or not they are Directors.

5.8.4. Meetings and Action of Committees. Meetings and actions of committees of the board shall be governed by, held, and taken in accordance with the provisions of these Bylaws concerning meetings and other Board actions, except that the time for regular meetings of such committees and the calling of special meetings of such committees may be determined either by Board resolution or, if there is none, by resolution of the committee of the Board. Minutes of each meeting of any committee of the board shall be kept and shall be filed with the corporate records. The Board may adopt rules for the government of any committee that are consistent with these Bylaws or, in the absence of rules adopted by the Board, the committee may adopt such rules. Any committee may from time-to-time invite outside advisors or liaisons who are not members of the committee to attend and take part in discussions at committee meetings, but in no event shall such outside advisors or liaisons have the right to vote at such meetings and shall not for any purposes under these Bylaws or under state law be considered or classified as a member of the committee and/or a director of the Corporation.

ARTICLE 6. OFFICERS

6.1. Officers of the Corporation. The officers of the Corporation shall be a President, Executive Director (Chief Executive Officer), Secretary, Treasurer, and Chief Financial Officer.. The Corporation may also have, at the Board's discretion, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with Section 6.3 of these Bylaws. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President. Only Directors may serve as President, Vice-President(s) (if any), Secretary (and any Assistant Secretaries), and Treasurer (and any Assistant Treasurers). The Executive Director and Chief Financial Officer shall not be Directors, but shall be compensated employees of the Corporation.

6.2. Election of Officers. The officers of the Corporation, except those appointed under Section 6.3 of these Bylaws shall be chosen by the Board and each shall serve at the pleasure of the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected.

6.3. Other Subordinate Officers. The Board may appoint and may authorize the President, or other officer to appoint such other officers that the business of the Corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in these Bylaws or as the Board may from time to time determine.

6.4. Removal of Officers. Without prejudice to any rights of an officer under any contract of employment, any officer may be removed, with or without cause, by the Board or by an officer on whom the Board may confer that power of removal.

6.5. Resignation of Officers. Any officer may resign at any time by giving written notice to the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

6.6. Vacancies in Offices. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided that such vacancies shall be filled as they occur.

6.7. Responsibilities of Officers.

6.7.1. President. The President shall preside at all meetings of the Board and shall exercise and perform such other powers and duties as the Board may assign from time to time. If at any time, and only during such time, there is no Executive Director of the Corporation, then the President shall be the chief executive officer of the Corporation and shall supervise, direct, and control the business of the Corporation.

6.7.2. Vice Presidents. In the absence or disability of the President, the Vice Presidents, if any be appointed, in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

6.7.3. Secretary.

6.7.3.1. Book of Minutes. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place of holding, whether the meeting was general or special and, if special, how authorized, the notice given and the names of those present at Board and committee meetings. The secretary shall keep or have kept at the principal office in California, a copy of the Articles of Incorporation and Bylaws, as amended to date.

6.7.3.2. Notices, Seal, and Other Duties. The Secretary shall give, or cause to be given, notice of all meetings of the Board, and of committees of the Board required by the Bylaws to be given. The Secretary shall keep the corporate seal in safe custody, and shall have such other powers and perform such other duties as the Board may prescribe.

6.7.4. Treasurer. The Treasurer shall have all the powers and perform such duties as the Board may prescribe from time-to-time. If at any time, and only during such time, there is no Chief Financial Officer of the Corporation, then the Treasurer shall be the chief financial officer of the Corporation and shall carry out those duties and responsibilities customarily assigned to the Chief Financial Officer.

6.7.5. Executive Director / Chief Executive Officer. The Executive Director shall be the Chief Executive Officer of the Corporation and shall be the general manager of the

Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and employees. The Executive Director shall not be a member of the Board, and shall, subject to a contract of employment, if any, be supervised and subject to the control of the Board. The Executive Director shall have the authority to hire other staff for carrying out the responsibilities of the Executive Director and the Executive Director shall be compensated in exchange for the services rendered to the Corporation.

6.7.6. Chief Financial Officer. The Chief Financial Officer, who shall not be a member of the Board and who shall be compensated in exchange for the services rendered to the Corporation, shall have the following duties:

6.7.6.1. Books of Account. To keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

6.7.6.2. Deposit and Disbursement of Money and Valuables. To deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Executive Director and/or the Board may designate, to disburse the Corporation's funds as the Executive Director and/or Board may order, and to render to the Executive Director and Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as the Executive Director and/or Board may prescribe.

6.7.6.3. Bond. If required by the Board, to give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his/her office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his/her possession or under his/her control on his/her death, resignation, retirement, or removal from office.

ARTICLE 7. NONLIABILITY OF DIRECTORS AND CERTAIN OFFICERS

7.1. Volunteer Directors. Pursuant to Section 5239 of the California Nonprofit Public Benefit Corporation Law, there shall be no personal liability to a third party on the part of a volunteer Director or volunteer President, Vice-President, Secretary, or Treasurer of this Corporation caused by the Director's or officer's negligent act or omission in the performance of that person's duties as a Director or officer, if all of the following conditions are met: (i) the act or omission was within the scope of the Director's or officer's duties; (ii) the act or omission was performed in good faith; (iii) the act or omission was not reckless, wanton, intentional, or grossly negligent; and (iv) the Corporation has complied with the requirements of Section 7.2. This limitation on the personal liability of a volunteer Director or officer does not limit the liability of the Corporation for any damages caused by the acts or omission of a volunteer Director or officer, nor does it eliminate the liability of a Director or officer provided in Section 5233 and

5237 of the California Nonprofit Public Benefit Corporation Law in any action or proceeding brought by the Attorney General.

7.2. Requirement to Obtain Liability Insurance. In order to obtain the full benefit of the limitation of liability set forth in Section 7.1, the Corporation and the Directors shall obtain liability insurance in the form of a general liability policy for the Corporation of a Director's and officer's liability policy as required by Section 5239 of the California Nonprofit Public Benefit Corporation Law.

7.3. Paid Directors and Officers. Any Director or officer who receives compensation by the Corporation for acting in his or her capacity as a Director or an officer, as the case may be, shall have no liability based on any alleged failure to discharge such person's obligations as a Director, including, without limitation the generality of the foregoing, any actions or omission which exceed or defeat a charitable purpose to which the Corporation, or assets held by it, are dedicated (i) so long as such compensated Director or officer complies with provisions of Section 5231 of the California Nonprofit Public Benefit Corporation Law, and (ii) except as provided in Section 5233 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE 8. INDEMNIFICATION

8.1. Definitions. For the purposes of this ARTICLE 8, "agent" means any person who is or was a director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Section 8.4 or 8.5.2 of these Bylaws.

8.2. Indemnification in Actions by Third Parties. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding, (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

8.3. Indemnification in Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 8.3 with respect to the following:

8.3.1. Any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

8.3.2. Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval, or

8.3.3. Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

8.4. Indemnification Against Expenses. To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Section 8.2 or 8.3 of these Bylaws or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

8.5. Required Determinations. Except as provided in Section 8.4 of these Bylaws any indemnification under this ARTICLE 8 shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 8.2 or 8.3 of these Bylaws, by:

8.5.1. A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

8.5.2. The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation.

8.6. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an

undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this ARTICLE 8.

8.7. Other Indemnifications. No provision made by the Corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of members or directors, an agreement or otherwise, shall be valid unless consistent with this ARTICLE 8. Nothing contained in this ARTICLE 8 shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

8.8. Forms of Indemnification not Permitted. No indemnification or advance shall be made under this ARTICLE 8, except as provided in Section 8.4 or 8.5.2, in any circumstances where it appears:

8.8.1. That it would be inconsistent with a provision of the Articles, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

8.8.2. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

8.9. Non-applicability to Fiduciaries of Employee Benefit Plans. This ARTICLE 8 does not apply to any proceeding against any trustee, investment manager or other fiduciary of any employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 8.1 of these Bylaws. The Corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by Section 207(f) of the California General Corporation Law.

8.10. Indemnification of Non-Board Members Serving on Committees. The Board shall have the power, but not the obligation, to extend the indemnification provisions of Sections 8.2 through 8.8 to those persons who are not directors, officers, or employees of the Corporation, but who are voluntarily serving on committees of the Corporation as permitted under Section 5.8. Such extension of the indemnification provisions to such persons shall be given in consideration of such volunteer non-board member's entry into service as a member of a committee of the Corporation, but shall not in any manner be construed as vesting in such volunteer the status as director of the Corporation. The amount of such indemnity shall be so much as the Board determines to be reasonable, or, if required by Sections 8.2 through 8.8, the amount of such indemnity shall be so much as the court determines and finds to be reasonable."

ARTICLE 9. OTHER PROVISIONS

9.1. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any person, when signed by the Chief Executive Officer/President or any Vice President and the Secretary, any Assistant Secretary, the Chief Financial Officer/Treasurer or any Assistant Chief Financial Officer/Treasurer of the Corporation, shall be valid and binding on the

Corporation in the absence of actual acknowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as the Board may determine from time to time, and, unless so authorized by the Board, no officer, agents or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amounts.

9.2. Execution of Checks. Subject to the provisions of applicable law, any check or bank draft drawn against any bank account of the Corporation shall require the signature or signatures of the person or persons empowered and authorized by the Board to sign checks or bank drafts on behalf of the Corporation.

9.3. Representation of Shares of Other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this Corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized to do so by proxy or power of attorney duly executed by said officer.

9.4. Corporate Assets Upon Dissolution. No employee, officer, or director shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the Corporation. Upon the winding-up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets of this Corporation shall be distributed to one or more non-profit funds, foundations or corporations organized and operated exclusively for the charitable or educational purposes for which this Corporation was organized as set forth in this Corporation's Articles of Incorporation, and which have established tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or any successor provision) and qualified for exemption from taxation under Section 23701d of the California Revenue and Taxation Code (or any successor provision).

9.5. Construction and Definitions. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular and the term "person" includes both a legal entity and a natural person.

9.6. Amendments. These Bylaws may be adopted, amended, or repealed by a Majority Vote of the Board, provided, however, that any provision of these Bylaws that requires more than a majority vote of the Board to take action shall not be amended, superceded, restricted, or otherwise qualified without the same minimum percentage approval by the Board.

9.7. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of its officers, directors, employees, and other agents against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's, employee's, or agent's status as such.

9.8. Records and Reports.

9.8.1. Maintenance of Corporate Records. The Corporation shall keep: (i) adequate and correct books and records of account; and (ii) written minutes of the proceedings of its Board, and committees of the Board.

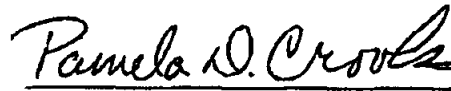
9.8.2. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation for a purpose reasonably related to the director's interests as a director.

9.9. Effective Date. These Restated Bylaws of Corporation are effective as of July 1, 2014.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Balboa Park Central, a California nonprofit public benefit corporation, and that the above Bylaws, consisting of fifteen (15) pages, including this page, are the Bylaws of this corporation as adopted by resolution of the Board of Directors on June 10, 2014, and which shall be effective as of July 1, 2014, upon which date the name of this Corporation will be changed to Balboa Park Conservancy.

Executed on June 10, 2014, at San Diego, California.



Pamela Crooks, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Lynne Kennedy and Pam Crooks certify that:

1. They are the president and the secretary, respectively, of Balboa Park Central, a California Nonprofit Public Benefit corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors.
3. The Corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

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: June 10, 2014

Lynne Kennedy
Lynne Kennedy, President

Date: June 10, 2014

Pamela W. Crooks
Pam Crooks, Secretary

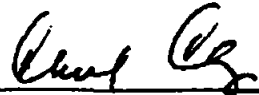
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Carol Chang and Joye Blount certify that:

1. They are the president and the secretary, respectively, of Balboa Park Conservancy, a California Nonprofit Public Benefit corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors.
3. The Corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

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: 6-10-14



Carol Chang, President

Date: 6-10-14



Joye Blount, Secretary

**RESTATED ARTICLES OF INCORPORATION
OF
BALBOA PARK CENTRAL**

The undersigned certify that:

1. They are the president and the secretary, respectively, of Balboa Park Central, a California corporation (Corporation #C0106510).
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

Article I

The name of the corporation is Balboa Park Conservancy.

Article II

- A. 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.
- B. The specific purposes of this Corporation are to: (i) promote Balboa Park, located in the City of San Diego; (ii) operate the House of Hospitality therein; (iii) and promote, support, fund, implement, facilitate, and oversee projects to restore, preserve, maintain, and improve the park land, buildings, and infrastructure of Balboa Park.

Article III

- A. This corporation is organized and operated exclusively for the purposes set forth in Article II(A) hereof within the meaning of Internal Revenue Code section 501(c)(3).
- B. 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.
- C. The property of this corporation is irrevocably dedicated to the charitable purposes in Article II(A) hereof and no part of the assets or net earnings of

the corporation shall ever inure to the benefit of, any director, officer, or member thereof or to the benefit of any private persons.

- D. Upon the dissolution or winding up of this corporation, its assets remaining after payment, 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 501(c)(3) of the Internal Revenue Code.

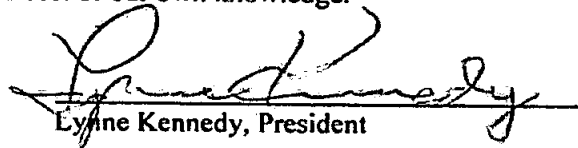
Article IV

The liability of the directors and officers of this corporation for monetary damages shall be eliminated to the fullest extent permissible under the laws of California and the United States of America. This corporation is authorized to provide indemnification of directors, officers, members, and agents through bylaw provisions, agreements or otherwise, to the fullest extent permissible under the laws of California and the United States of America.

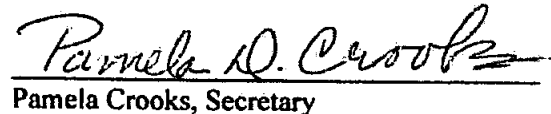
3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has no members.

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.

Dated: June 22, 2014


Lynne Kennedy, President

Dated: June 22, 2014


Pamela Crooks, Secretary

RENTAL AGREEMENT

This Rental Agreement (this "Agreement") is made as of May 1, 2017, by and between BALBOA PARK CONSERVANCY, A CALIFORNIA NONPROFIT CORPORATION ("LANDLORD") and the TIMKEN MUSEUM OF ART ("TENANT").

1. PREMISES

LANDLORD hereby subleases to TENANT and TENANT hereby subleases from LANDLORD, on the terms and conditions hereinafter set forth, that certain real property commonly known as Basement Storage (1203 sq. ft.), located in the basement of the House of Hospitality, Balboa Park, San Diego, California (the "Premises").

2. SUBORDINATION

This Agreement is a sublease of a portion of the premises covered by that certain Nonprofit Lease dated as of September 8, 1997, Document No. RR-289141, between the City of San Diego (the "City"), as landlord, and LANDLORD, as tenant (the "Master Lease"). This Agreement is subject and subordinate to all of the covenants and conditions of the Master Lease notwithstanding any provision hereof contrary to or in conflict with the Master Lease.

3. TERM

The term of this Agreement shall be for 17 months commencing on May 1, 2017, ("Commencement Date"), and terminating on September 30, 2018, ("Termination Date"), unless sooner terminated as hereinafter provided.

4. RENT

TENANT shall pay to LANDLORD the sum of \$1.15 per square foot for year 1 and \$1.20 per square foot during year 2 per month, in advance, on the first day of each month during the term of this Agreement, as monthly rent for the Premises. Rent shall be payable without notice or demand and without any deduction, offset or abatement in lawful money of the United States to LANDLORD at the address stated herein for notices or to such other persons or such other places as LANDLORD may designate to TENANT in writing. The monthly total shall be \$1,383.45 for May 2017 through April 2018 and \$1,443.60 per month for May 2018 through September 2018.

5. USE; ACCEPTANCE

TENANT shall use the Premises solely for the following purpose and for no other purpose without LANDLORD's prior written consent: offices, storage, art education studios, classes and related uses for Balboa Park activities and projects.

TENANT shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises or Balboa Park Conservancy. If the rate of any insurance carried by LANDLORD is increased as a result of TENANT's use, TENANT shall pay to LANDLORD within ten (10) days after written demand from LANDLORD, the amount of any such increase. TENANT shall comply with all laws, rules, and regulations relating to the condition, use, or occupancy of the Premises by TENANT during the term of this Agreement. TENANT shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or which shall unreasonably disturb any other tenant. TENANT shall not use the Premises for the sale of intoxicating liquors nor allow intoxicating liquors to be consumed on the Premises or any portion thereof, without the prior written consent of LANDLORD and without first obtaining an

approved policy of insurance for such purpose. TENANT shall not serve foods or drinks from the Premises other than light refreshments, or permit the Premises or any portion thereof to be used for the service of any foods or drinks other than light refreshments, without the prior written consent of LANDLORD.

TENANT shall not allow the release of hazardous substances in violation of any law or regulation in, on, under, or from the Premises. 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 California's list of hazardous substances. A copy of the presently effective EPA and California lists are on file in the Office of the City Clerk as Document 769704-1 and by this reference incorporated herein. In the event of any release of a hazardous substance due to TENANT'S operation on premises, TENANT shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities. TENANT agrees to assume the defense of, indemnify, and hold LANDLORD and the City harmless from any and all claims, costs, and expenses related to environmental liabilities to the extent resulting from TENANT'S operations on the Premises, including but not limited to costs of environmental assessments, cost or 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. Notwithstanding the foregoing, however, TENANT's obligation to indemnify LANDLORD and the city shall not apply to any claim to the extent arising from or in connection with any negligent or intentional conduct of the indemnified party or of any agent, contractor, employee or invitee of such party.

TENANT shall be required to abide by the omnibus drug legislation passed by United State's Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Premises 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:
 - (i) The dangers of drug abuse in the workplace.
 - (ii) The TENANT's policy of maintaining a drug-free workplace.
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (iv) The penalties that may be imposed upon employees for drug abuse violations.

TENANT shall not use or permit others to use the Premises or any portion thereof for political activities as described in the Master Lease.

6. ACCEPTANCE; AS IS CONDITION

LANDLORD warrants to TENANT that as of the Commencement Date the building has been constructed in full compliance with all laws, regulations and ordinances, including, without limitation, laws pertaining to disabled access and laws pertaining to hazardous substances (as defined in Section 5) in order to make the Premises and the building suitable for public use and occupancy. In addition, LANDLORD warrants to TENANT that as of the Commencement Date, the Premises do not contain any hazardous substances. LANDLORD shall be fully responsible for making all alterations and repairs to the building, at its cost and expense, required in order to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq., as amended, or required to remove any hazardous substances discovered to have existed in the Premises prior to the Commencement Date. Subject to the foregoing warranty, TENANT hereby accepts the Premises in the condition existing as of the date that TENANT possesses the Premises, subject to all applicable city, municipal, county and state laws, ordinances and regulations governing the use of the Premises. TENANT has

independently inspected the Premises and made all tests, investigations and observations necessary to satisfy itself of the condition of the Premises, and is relying solely on the same in entering into this Agreement. TENANT hereby acknowledges that neither LANDLORD nor LANDLORD's agents have made any representations or warranties to TENANT as to the suitability of the Premises for the conduct of TENANT's activities and business.

7. ALTERATIONS

TENANT shall not, without LANDLORDs and the City's prior written consent, make any alterations, improvements or additions in or about the Premises. Any such alterations, improvements or additions shall be completed in accordance with the Design Manual for the House of Hospitality. LANDLORD may require TENANT to remove any such alterations, improvements, or additions (but not any portion of the Tenant Improvements) at the expiration of the term of this Agreement, and to restore the Premises to condition existing after construction of the Tenant Improvements by giving TENANT written notice prior to or upon the expiration of the term of this Agreement that LANDLORD requires TENANT to remove any such alterations, improvements or additions. Unless LANDLORD requires their removal, all alterations, improvements or additions which are made on the Premises by TENANT shall become the property of the LANDLORD and remain upon and be surrendered with the Premises at the expiration of the term of this Agreement. Notwithstanding the provisions of this paragraph, TENANT's trade fixtures, furniture, equipment and other machinery, other than that which is affixed to the Premises so that it cannot be removed without material or structural damage to the Premises, shall remain the property of TENANT and shall be removed by TENANT at the expiration of the term.

8. INSURANCE

TENANT shall take out and maintain during the term of this Agreement with an insurance carrier acceptable to LANDLORD and the City (a) public liability insurance protecting against loss from public liability arising from the use or condition of, or operations conducted on, the Premises with minimum coverage of \$1,000,000 COMBINED SINGLE LIMIT LIABILITY with minimum coverage of \$250,000. A copy of the policy or policies of insurance shall be filed with LANDLORD and the City and shall name "Balboa Park Conservancy" and the "City of San Diego" as additional insureds. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 (thirty) days prior written notice to LANDLORD and to the City by the insurance company.

If TENANT shall fail to procure and maintain such insurance, LANDLORD may, but shall not be required to, procure and maintain the same at the expense of TENANT and the cost thereof, together with interest thereon at the rate of ten percent (10%) per annum, shall become due and payable as additional rent to LANDLORD together with TENANT's next rent installment.

LANDLORD shall be obligated to maintain during the entire term of this Agreement all of the insurance coverage required of lessee in the master lease.

TENANT and LANDLORD each release each other and waive any and all rights of recovery against the other, and against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured or is required to be insured by this Agreement. Each party shall cause each insurance policy obtained by it hereunder to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any such policy.

9. INDEMNITY; EXEMPTION FROM LIABILITY

TENANT shall assume the defense of, indemnify and save harmless LANDLORD and the City from all claims, expenses and liability of every nature, to the extent arising from, or alleged to have arisen from, the operations conducted on the Premises, from the condition of the Premises, or from any act or omission of

TENANT, its agents and invitees. LANDLORD shall defend, indemnify and hold TENANT harmless from and against any and all claims for damages, expenses and liability to the extent arising from, or alleged to have arisen from, any act or omission of LANDLORD, its agents and invitees.

Except for LANDLORD's negligent conduct, TENANT hereby agrees that LANDLORD and the City shall not be liable for any injury to TENANT's business or loss of income therefrom or for damage to the goods, wares, merchandise, or other property of TENANT, TENANT's employees, invitees, customers or any other person in or about the Premises; nor shall LANDLORD or the City be liable for injury to the person of TENANT, TENANT's employees, agents, contractors, or invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air-conditioning, or lighting fixtures, or from any other cause, whether such damage results from conditions arising upon the Premises or upon other portions of the House of Hospitality, or from any other sources or places. LANDLORD shall not be liable to TENANT for any damage arising from any act or neglect of any other tenant of the House of Hospitality.

10. ASSIGNMENT AND SUBLETTING

TENANT shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or any part of TENANT's interest in this Agreement or in the Premises without the prior written consent of LANDLORD and the City. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of this Agreement. An assignment by operation of law shall automatically terminate this Agreement.

Regardless of LANDLORD's or the City's consent, no subletting or assignment shall release TENANT of TENANT's obligation to pay the rent and to perform all other obligations to be performed by TENANT hereunder for the term of this Agreement. The acceptance of rent by LANDLORD from any other person shall not be deemed a waiver by LANDLORD of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

11. DEFAULT

(a) EVENTS OF DEFAULT

The occurrence of any one or more the following events shall constitute a default and breach of this Agreement by TENANT:

- (i) Failure to pay rent when due, if the failure continues for five (5) business days after written notice has been given to TENANT.
- (ii) Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to TENANT by LANDLORD. If the default cannot reasonably be cured within said thirty (30) day period, TENANT shall not be in default under this Agreement if TENANT commences to cure the default within the thirty (30) day period and diligently prosecutes the same to completion.
- (iii) The making by TENANT of any general assignment, or general arrangement, for the benefit of creditors; the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless the same is dismissed within sixty (60) days following the filing of such petition; the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Agreement, where possession is not restored to TENANT within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

Notices given under this paragraph shall specify the alleged default and the applicable provision of this Agreement and shall demand that TENANT perform the provision of this Agreement or pay the rent that is in

arrears, as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture or a termination of this Agreement unless LANDLORD so elects in the notice.

(b) LANDLORD'S REMEDIES

LANDLORD shall have the following remedies if TENANT commits a default under this Agreement. These remedies are not exclusive but are cumulative and in addition to any remedies now or hereafter allowed by law.

LANDLORD can continue this Agreement in full force and effect, and the Agreement will continue in effect so long as LANDLORD does not terminate TENANT's right to possession, and LANDLORD shall have the right to collect rent when due. During the period that TENANT is in default, LANDLORD can enter the Premises and relet them, or any part of them, to third parties for TENANT's account. TENANT shall be liable immediately to LANDLORD for all costs LANDLORD incurs in reletting the Premises, including, without limitation, broker's commissions, expenses of remodeling the Premises required by the reletting, costs of repair and like costs. Reletting can be for a period shorter or longer than the remaining term of this Agreement. TENANT shall pay to LANDLORD the rent due under this Agreement on the date the rent is due, less the rent LANDLORD receives from any reletting. No act by LANDLORD allowed by this paragraph shall terminate this Agreement unless LANDLORD notifies TENANT that LANDLORD elects to terminate this Agreement. After TENANT's default and for so long as LANDLORD has not terminated TENANT's right to possession of the Premises, if TENANT obtains LANDLORD's and the City's consent, TENANT shall have the right to assign or sublet its interest in this Agreement, but TENANT shall not be released from liability hereunder. LANDLORD's and the City's consent to the proposed assignment or subletting shall not be unreasonably withheld.

If LANDLORD elects to relet the Premises as provided in this paragraph, any rent that LANDLORD receives from such reletting shall apply first to the payment of any indebtedness from TENANT to LANDLORD other than the rent due from TENANT to LANDLORD; secondly to all costs, including maintenance, incurred by LANDLORD in such reletting; and third, to any rent due and unpaid under this Agreement. After deducting the payments referred to in this paragraph, any sum remaining from the rent LANDLORD receives from such reletting shall be held by LANDLORD and applied in payment of future rent as rent becomes due under this Agreement. In no event shall TENANT be entitled to any excess rent received by LANDLORD. If, on the date rent is due under this Agreement, the rent received from the reletting is less than the rent due on that date, TENANT shall pay to LANDLORD, as additional rent, in addition to the remaining rent due, all costs, including maintenance, that LANDLORD shall have incurred in reletting that remain after applying the rent received from the reletting as provided in this paragraph.

LANDLORD can, at its option, terminate TENANT's right to possession of the Premises at any time, if TENANT commits a default under this agreement. No act by LANDLORD other than giving written notice to TENANT shall terminate this Agreement. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on LANDLORD's initiative to protect LANDLORD's interest in this Agreement shall not constitute a termination of TENANT's right to possession. In the event of such termination, LANDLORD has the right to recover from TENANT the following:

(i) The worth at the time of award of the unpaid rent which had been earned at the time of the termination of this Agreement;

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

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

(iv) Any other amount necessary to compensate LANDLORD for all detriment proximately caused by

TENANT's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award," as used in (1) and (2) of this paragraph is to be computed by allowing interest at the maximum legal rate. The "worth at the time of the award" as referred to in (3) of this paragraph is to be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one (1%) percent.

If TENANT is in default under the terms of this Agreement, LANDLORD shall have the additional right to have a receiver appointed to collect rent and conduct TENANT's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by LANDLORD to terminate this Agreement.

LANDLORD at any time after TENANT commits a default, can cure the default at TENANT's cost and expense. If LANDLORD at any time, by reason of TENANT's default, pays any sum or does any act that requires the payment of any sum, the sum paid by LANDLORD shall be due immediately from TENANT to LANDLORD at the time the sum is paid, and if paid at a later date shall bear interest at ten percent (10%) per annum from the date the sum is paid by LANDLORD until LANDLORD is reimbursed by TENANT. The sum, together with interest thereon, shall be considered additional rent.

12. SURRENDER

On the last day of the term of this Agreement, or on any sooner termination, TENANT shall surrender the Premises to LANDLORD in good condition, broom clean, ordinary wear and tear excepted. TENANT shall remove all of its fixtures, furnishings and equipment on the Premises, and, if required by LANDLORD, any alterations, improvements and additions made by TENANT to the Premises (except the Tenant Improvements), prior to the expiration of the term of this Agreement. If TENANT fails to surrender the Premises to LANDLORD on the expiration of this Agreement as required by this paragraph, TENANT shall hold LANDLORD harmless from all damages resulting from TENANT's failure to vacate the Premises, including, without limitation, claims made by any succeeding tenant resulting from TENANT's failure to surrender the Premises.

13. HOLDING OVER

If TENANT, with LANDLORD's and the City's consent, remains in possession of the Premises after the expiration or termination of the term of this Agreement, such possession by TENANT shall be deemed to be a tenancy from month-to-month at a rent in the amount of the last monthly rent plus all other charges payable hereunder, and upon all other provisions of this lease.

14. SUCCESSORS AND ASSIGNS

The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

15. NOTICES

Whenever under this Agreement a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed at the addresses as set forth below:

TO LANDLORD AT: Balboa Park Conservancy

1549 El Prado, Suite 1
Balboa Park
San Diego, CA. 92101
(619) 235-3066

TO TENANT AT : Timken Museum of Art

2550 Fifth Avenue, Suite 500
San Diego, CA 92103

Such notice shall be deemed to be received when served, if personally served, and upon the expiration of forty-eight (48) hours from the time of mailing, if mailed as provided for in this paragraph.

16. LANDLORD'S RIGHT TO INSPECTIONS

LANDLORD and LANDLORD's agent shall have the right to enter the Premises at all reasonable times after twenty-four (24) hours notice to TENANT for the purpose of inspecting same, and making such alterations, repairs, improvements or additions to the Premises or to Balboa Park Conservancy as LANDLORD may deem necessary or desirable.

17. ATTORNEY'S FEES

In the event of any litigation or arbitration regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

18. NO WAIVERS

No waiver by LANDLORD of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by TENANT of the same or any other provision. LANDLORD's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LANDLORD's consent to or approval of any subsequent act by TENANT. The acceptance of rent hereunder by LANDLORD shall not be a waiver of any preceding breach by TENANT of any provision hereof, other than the failure of TENANT to pay the particular rent so accepted, regardless of LANDLORD's knowledge of such preceding breach at the time of its acceptance of such rent.

19. TIME

Time is of the essence with respect to all provisions of this Agreement.

20. SEVERABILITY

The unenforceability, invalidity, or illegality of any provision of the Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

21. COVENANTS AND CONDITIONS

Each provision of this Agreement performable by TENANT shall be deemed both a covenant and a condition.

22. ADMINISTRATIVE PROCESSING FEE

TENANT understands that this Agreement is subject to prior approval by the City and shall not be effective unless and until the City gives its approval. Upon execution of this Agreement by TENANT, TENANT shall pay to LANDLORD the sum of Six Hundred Seventy Dollars (\$670.00) which LANDLORD shall in turn pay to the City as an administrative processing fee.

23. NONDISCRIMINATION

The general public shall not be excluded from the Premises or any portion thereof nor shall TENANT discriminate on the basis of race, color, creed, national origin, ancestry, sex, religious creed, marital status, disability or age in its use of the Premises.

TENANT 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 (the "ADA"); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. TENANT's compliance shall include but not necessarily be limited to the following:

- (a) TENANT 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 TENANT.
- (c) TENANT shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- (d) Where required by law, TENANT shall comply with the 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 TENANT.

24. RULES AND REGULATIONS

TENANT shall comply with all reasonable rules and regulations promulgated by LANDLORD with respect to the House of Hospitality in effect as of the date of this Agreement. LANDLORD reserves the right to promulgate from time to time reasonable rules and regulations concerning the use and occupancy of the House of Hospitality, subject to such approval of the City as may be required provided that TENANT is given a copy of any such rules and/or regulations prior to the effective date thereof.

25. AUTHORITY

The persons executing this Agreement on behalf of LANDLORD and TENANT, respectively, represent and warrant that they have the authority to execute this Agreement on behalf of LANDLORD and TENANT, respectively.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Agreement as of the day and year first above written.

LANDLORD: BALBOA PARK CONSERVANCY

By: Thomas Herrera-Mishler 10/23/17
Signature Date

Printed Name: Thomas Herrera-Mishler

Its: CEO/President

TENANT: TIMKEM MUSEUM OF ART

By: Meagan Pogue 10/23/17
Signature Date

Printed Name: Meagan Pogue

Its: Executive Director