

Recordation requested by:

San Diego Society of Natural History
1788 El Prado
San Diego, CA 92101

When recorded, mail to:

Sam S. Balisy, Esq.
Kutak Rock LLP
201 South Lake Avenue, Suite 308
Pasadena, California 91101

for recorder's information

LANDLORD'S AGREEMENT

To induce Wells Fargo Institutional Securities, LLC ("Wells Fargo") to provide financing to the California Infrastructure and Economic Development Bank ("Issuer") and The San Diego Society of Natural History, a nonprofit public benefit corporation ("Borrower"), secured by property of Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of San Diego, a California municipal corporation ("City"), hereby certifies and agrees for the benefit of Wells Fargo, its participants, successors and assigns, as follows:

1. City owns certain premises (the "Premises") located in San Diego County, California, as described in Exhibit A attached hereto.
2. The undersigned has entered into a written lease with respect to the Premises between itself, as lessor, and Borrower, as lessee, dated December 3, 1998 (the "Lease") and filed as Instrument No. RR-291078 in the Office of the Recorder of the County of San Diego on December 7, 1998. Attached hereto as Exhibit B is a true and correct copy of the Lease. The Lease is in full force and effect and is unmodified.
3. As of the date of this Agreement, City is not in default in the performance of any of its obligations under the Lease nor has it committed any breach thereof which may, with the giving of notice or passing of time or both, become an event of default thereunder.
4. As of the date of this Agreement, Borrower is not in default in the performance of the Lease or any provision thereof, nor has it committed any breach thereof which may, with the passing of time or the giving of notice or both, become an event of default thereunder or otherwise permit City to terminate the Lease.

5. As of the date of this Agreement, City has not granted a mortgage on the Premises to any party.

6. City acknowledges that, in connection with the financing to be provided by Wells Fargo to Issuer and Borrower, Borrower has executed or will be executing a loan agreement (the "Agreement") pursuant to which, among other things, a security interest will be granted to Wells Fargo in and to certain collateral described therein and to be located on the Premises (the "Collateral"), and that upon the occurrence of certain events and without the payment of further consideration, Wells Fargo may, among other things, take possession of the Collateral. City hereby disclaims any interest in the Collateral, whether or not all or part of the Collateral may be considered to be "fixtures" under any provision of law or otherwise, and consents to the granting of the aforementioned security interest to Wells Fargo in and to the Collateral.

7. If and when Wells Fargo exercises any of its remedies under the Agreement with respect to the Collateral, City agrees that Wells Fargo may, at its option, (a) store the Collateral on the Premises and/or (b) enter upon the Premises to inspect or remove the Collateral. Wells Fargo shall pay City for any and all damages to the premises caused by or related to such removal.

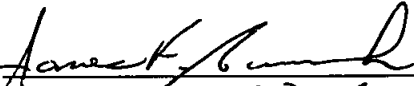
8. Subject to the provisions in paragraphs 6 and 7 hereof, City hereby reserves in all respects the right to cancel or terminate the Lease for nonpayment of rent or otherwise in accordance with the terms of the Lease; provided, however, that City agrees not to cancel the Lease without first giving Wells Fargo at least thirty (30) days' prior written notice, stating the grounds for cancellation or termination.

Remainder of page intentionally left blank.

9. City is making this Agreement with the understanding that Wells Fargo is contemplating providing financing to Issuer and Borrower and if Wells Fargo does so, it will do so in reliance on this Agreement.

CITY OF SAN DIEGO,
a California Municipal Corporation

Date: 7/10/06

By: 
Its: REAL ESTATE DIRECTOR

WELLS FARGO INSTITUTIONAL
SECURITIES, LLC, a limited liability company

Date: 06/28/06

By: 
Its: Senior Vice President

THE SAN DIEGO SOCIETY
OF NATURAL HISTORY, a non-profit public
benefit corporation

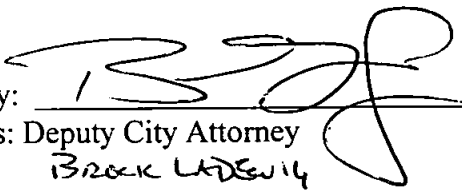
Date: 7/5/01

By: 
Its: Chief Executive Officer

Approved as to form and legality:

Michael J. Aguirre, San Diego City Attorney

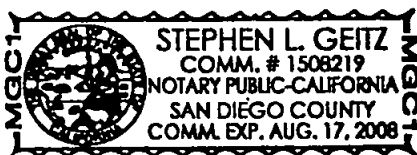
Date: 7/13/06

By: 
Its: Deputy City Attorney
BRACK LADEWIG

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
 County of SAN DIEGO
 On July 11, 2006 before me, Stephen L. Geitz, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared JAMES F. BARWICK
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Stephen L. Geitz
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
 Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
 Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

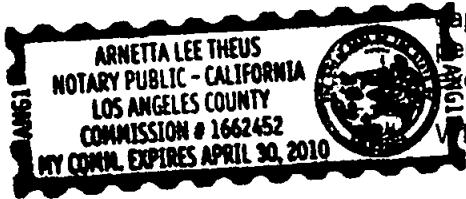
STATE OF CALIFORNIA

COUNTY OF Los Angeles

On JUNE 28, 2006, before me, ARNETTA LEE THEUS,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared Vivian M. Van Horn,
Name of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Arnetta Lee Theus

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing:
 Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

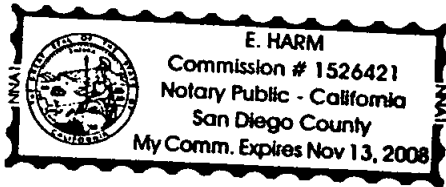
Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego } ss...

On 7/5/06 before me, E. Harm, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared George Brooks-Gonyer
Name(s) of Signer(s)



☒ personally known to me

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

E. Harm

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Landlords Agreement

Document Date: 7/6/05 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: George Brooks-Gonyer

- ☐ Individual
☒ Corporate Officer — Title(s): COO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: San Diego
Natural History Museum

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

EXHIBIT A
TO
LANDLORD'S AGREEMENT

Building known as the
“San Diego Natural History Museum”
located at:

1788 El Prado
San Diego, CA 92101

EXHIBIT B
TO
LANDLORD'S AGREEMENT

LOAN AGREEMENT

among

WELLS FARGO INSTITUTIONAL SECURITIES, LLC,
as Lender

and

CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK,
as Issuer

and

THE SAN DIEGO SOCIETY OF NATURAL HISTORY,
as Borrower

Dated as of June 1, 2006

DUPLICATE

December 3, 1998

The City of San Diego
San Diego Society of Natural History
Nonprofit Lease

DOCUMENT NO. RR291078
FILED DEC 07 1998
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

**SAN DIEGO NATURAL HISTORY MUSEUM
BALBOA PARK LEASE AGREEMENT**

TABLE OF CONTENTS

SECTION 1: CONDITIONS/USES	1
1.1 <u>Contingent Condition</u>	1
1.2 <u>Premises</u>	1
1.3 <u>Use by LESSEE</u>	1
1.4 <u>Related Council Actions</u>	2
1.5 <u>Quiet Possession</u>	3
1.6 <u>Easements and Reservations</u>	3
1.7 <u>Competent Management</u>	3
1.8 <u>Operation of Facilities</u>	3
1.9 <u>CITY Use</u>	3
1.10 <u>Rates and Charges</u>	4
1.11 <u>Political Activities</u>	4
1.12 <u>Parking</u>	4
SECTION 2: TERM	4
2.1 <u>Commencement</u>	4
2.2 <u>Holdover</u>	4
2.3 <u>Surrender of Premises</u>	4
SECTION 3: RENT	5
3.1 <u>Rent</u>	5
3.2 <u>Inspection of Records</u>	5
SECTION 4: ASSIGNMENT	5
4.1 <u>Time is of Essence: Provisions Binding on Successors</u>	5
4.2 <u>Assignment and Subletting</u>	5
4.3 <u>Financing Sublease Authorized</u>	6
4.4 <u>Defaults and Remedies</u>	7
4.5 <u>Eminent Domain</u>	8
SECTION 5: INDEMNIFICATION/INSURANCE RISKS/SECURITY	9
5.1 <u>Indemnity</u>	9
5.2 <u>Insurance</u>	9
5.3 <u>Waste, Damage or Destruction</u>	11

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS	11
6.1 <u>Acceptance of Premises</u>	11
6.2 <u>Entry and Inspection</u>	12
6.3 <u>Maintenance</u>	12
6.4 <u>Improvements/Alterations</u>	13
6.5 <u>Utilities</u>	13
6.6 <u>Construction Bond</u>	13
6.7 <u>Liens</u>	13
6.8 <u>Taxes</u>	14
6.9 <u>Signs</u>	14
6.10 <u>Ownership of Improvements and Personal Property</u>	14
6.11 <u>Unavoidable Delay</u>	15
6.12 <u>Hazardous/Toxic Waste</u>	15
6.13 <u>Asbestos Disclosure</u>	16
6.14 <u>Asbestos Removal</u>	17
6.15 <u>Development Plan</u>	18
SECTION 7: GENERAL PROVISIONS	18
7.1 <u>Notices</u>	18
7.2 <u>Compliance with Law</u>	18
7.3 <u>CITY Approval</u>	19
7.4 <u>Nondiscrimination</u>	19
7.5 <u>Equal Opportunity</u>	19
7.6 <u>Partial Invalidity</u>	20
7.7 <u>Legal Fees</u>	20
7.8 <u>Number and Gender</u>	20
7.9 <u>Captions</u>	20
7.10 <u>Entire Understanding</u>	20
7.11 <u>CITY Employee Participation Policy</u>	20
7.12 <u>Drug-free Workplace</u>	21
7.13 <u>Disabled Access Compliance</u>	21
7.14 <u>Corporate Authority</u>	22
7.15 <u>Employee Standards</u>	22
7.16 <u>Personnel</u>	22
7.17 <u>Supersedure</u>	22
7.18 <u>Amendment</u>	23
SECTION 8: SPECIFIC PROVISIONS	23
8.1 <u>CITY Funds</u>	23
8.2 <u>Payments</u>	23
8.3 <u>Covenants by LESSEE</u>	23
8.4 <u>Board of Trustees</u>	23

8.5	<u>Use of CITY Funds</u>	23
8.6	<u>Use of Proceeds</u>	24
8.7	<u>Annual Report</u>	24
8.8	<u>Financial Records</u>	24
8.9	<u>Accounting Procedures</u>	24
8.10	<u>Inspection of Records and Audit</u>	24
8.11	<u>Proposed Budget</u>	25
8.12	<u>Activities and Inventory</u>	25
8.13	<u>Admission Fees</u>	25
SECTION 9: SIGNATURES		26
SECTION 10: EXHIBITS		26
Exhibit A:	LOCATION MAP	
	Tenant Area of Occupancy (See attached Map)	
Exhibit B:	GENERAL DEVELOPMENT PLAN	
Exhibit C:	SCHEDULE OF DAYS AND HOURS OF OPERATION	
Exhibit D:	SCHEDULE OF RATES AND CHARGES	
Exhibit E:	MAINTENANCE AND REPAIRS	

December 3, 1998

**CITY OF SAN DIEGO
NONPROFIT LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and the **SAN DIEGO SOCIETY OF NATURAL HISTORY**, a California nonprofit, public-benefit corporation, hereinafter called "LESSEE."

SECTION 1: CONDITIONS/USES

1.1 Contingent Condition. If the following condition has not been met within five (5) years of the effective date of this lease, either CITY or LESSEE may terminate this lease by giving thirty (30) days written notice to the other party. The termination shall be effective if the condition has not been met within thirty (30) days of the written notice. In the event of such termination, the agreement, referenced in Section 7.17, which previously governed operation of the premises by LESSEE, shall supersede this lease and return to full force and effect.

Condition:

a. LESSEE shall obtain the Bond financing (as defined in Section 4.3 hereof) for construction of the improvements shown on the General Development Plan referenced in Section 6.15 hereof.

1.2 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, known as the Natural History Museum, specifically limited to the footprint of City building No. 643, more particularly described in Exhibit "A" attached hereto and by this reference made part of this agreement together with all rights of access thereto required for LESSEE's use of the property. Said real property is hereinafter called the "premises" or "leased premises."

1.3 Use by LESSEE. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of development, operation, and maintenance of a natural history museum, including a gift shop, theater and snack bar, in accordance with the General Development Plan referenced in Section 6.15 hereof, which is by this reference incorporated herein, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purposes whatsoever. Because the leased premises are located in a dedicated park, the use of the premises shall be limited to park and recreation uses.

The general public shall not be wholly or permanently excluded from any portion of the premises. LESSEE may develop reasonable restrictions for the use of the premises

provided the restrictions are consistent with the rights of the general public and are designed to allow LESSEE to use the premises for the purposes specified herein.

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

LESSEE may serve alcoholic beverages in conjunction with special events and special functions taking place in the premises. LESSEE will submit an annual plan for special event marketing and management for approval of the City Manager. Approval by the City Manager shall not be unreasonably withheld. LESSEE shall not be permitted to serve alcoholic beverages on a regular basis. All sales of alcoholic beverages on the premises shall be subject to the regulation and approval of the California Department of Alcoholic Beverage Control.

LESSEE may operate a gift shop and snack bar (including food items which assist in extending the length of stay of visitors) on the premises and sell to the general public articles which relate to subjects on display or activities conducted in the premises, including, but not limited to, books, periodicals, and related merchandise.

LESSEE may reasonably place signs, displays, and promotional materials on the interior of the premises, provided, however, that no signs, displays, logos, or any other form of message may appear on the exterior of the premises without prior written approval by the City Manager, which shall not be unreasonably withheld. However, LESSEE may submit a general plan for hanging outdoor banners for prior written approval by the City Manager.

LESSEE covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY, subject to the default remedies of Section 4.4 hereof.

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

1.5 Quiet Possession. LESSEE, by performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold, and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily

dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom.

1.6 Easements and Reservations.

a. CITY hereby reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the premises.

b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.

c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the leased premises resulting from CITY exercising the rights reserved in this section. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

1.7 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of, a public natural history museum and related activities in a fiscally responsible manner.

1.8 Operation of Facilities. A regular schedule of days and hours of operation has been established by LESSEE to best serve the public and this schedule is set forth in Section 10, Exhibit "C," Schedule of Days and Hours of Operation; hereof, which is by this reference made part of this agreement. Any changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego.

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

1.10 Rates and Charges. All charges for admission to exhibits and use of facilities on the premises shall be in accordance with the schedule set forth in Section 10, Exhibit "D," which is by this reference made part of this agreement, and will be set in a manner that is consistent with legal obligations and covenants entered into by LESSEE. Any changes in this schedule shall be approved in writing by the City Manager or his authorized representative, which approval shall not be unreasonably withheld. All fees collected by LESSEE from the operation of the premises shall be used to further the purpose of LESSEE in a manner beneficial to the premises and/or programs offered at the premises.

1.11 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1.3 Use by LESSEE, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan, provided, however, that LESSEE shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.

1.12 Parking. With the expansion of LESSEE'S facility, it is recognized that the demand for adjacent parking will increase. CITY currently runs an intra-park tram system in Balboa Park, and LESSEE agrees to make reasonable efforts to encourage its patrons and employees to park their vehicles in the parking lots adjacent to Park Boulevard and Presidents Way and ride the tram to and from the premises. LESSEE shall install signs approved by the City Manager as to type and location directing patrons and employees to said parking lots and tram service. CITY shall be under no obligation to continue the tram service in the Park if annual funding is not sufficient to cover all costs of tram operations.

SECTION 2: TERM

2.1 Commencement. The term of this agreement shall be thirty-five (35) years commencing on the first day of the calendar month in which this lease is executed by the City Manager. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month in which this lease is executed by the City Manager.

2.2 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this lease constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect.

2.3 Surrender of Premises. Subject to the default remedies in Section 4.4 hereof, at termination of this lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within five (5) days after written CITY demand, a valid and recordable

quitclaim deed covering all LESSEE's rights to the premises. The premises shall be delivered free and clear of all liens and encumbrances and in a decent, safe, and sanitary condition.

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

SECTION 3: RENT

3.1 Rent. In lieu of cash rent, the consideration to CITY shall be LESSEE's development, continuous operation, and maintenance of the premises during the entire lease term at no cost to CITY, other than CITY maintenance responsibilities referenced in Section 6.3 hereof, in accordance with the General Development Plan set forth in Section 10, Exhibit "B" hereof.

3.2 Inspection of Records. LESSEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times, so that CITY can determine LESSEE'S compliance with this lease. These records and accounts will be made available by LESSEE at the leased premises and will be complete and accurate showing all income and receipts from use of the premises. LESSEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this lease and cause for termination after thirty (30) days prior written demand from CITY to LESSEE. LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.

SECTION 4: ASSIGNMENT

4.1 Time is of Essence: Provisions Binding on Successors. Time is of the essence of all of the terms, covenants, and conditions of this lease, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

4.2 Assignment and Subletting. Except as provided in Section 4.3, LESSEE shall not assign this lease or any interest therein and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to 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.

"Assignment" for the purposes of this section shall include any transfer of any ownership interest in this lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners, or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this agreement which are applicable to the rights acquired. Pursuant to City Charter section 225, the City Manager must review and approve every person or entity which will have an interest in this lease as a sublessee or assignee. The City Manager's approval will not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community.

4.3 Financing Assignment and Sublease Authorized. Notwithstanding anything to the contrary in Section 4.2 hereof, LESSEE is hereby specifically authorized to sublease the premises, in whole or in part, to the California Statewide Communities Development Authority (CSCDA), the County of San Diego, or other conduit issuer approved by the CITY (the "Issuer"), with simultaneous lease-back to LESSEE from Issuer and to deliver related security assignments (Lease-Leaseback Transaction), in connection with fixed interest rate, tax-exempt certificates of participation, revenue bond or similar tax exempt financing (the "Bonds") of the acquisition, construction, renovation, remodeling or equipping of improvements to the premises, described in the General Development Plan set forth in Section 10, Exhibit "B" hereof.

Such Lease-Leaseback Transaction between LESSEE and Issuer shall require no separate approval by CITY (unless the Issuer is other than CSCDA or the County of San Diego), so long as the term of such Lease-Leaseback Transaction does not exceed the initial term of this agreement as set forth in Section 2.1 hereof, and so long as CITY has no obligation whatsoever, contingent or otherwise, for any monetary obligation or other dispute arising from the Lease-Leaseback Transaction. LESSEE shall defend, indemnify, protect, and hold CITY, its agents, officers, and employees harmless from and against any and all claims arising from the Lease-Leaseback Transaction. Additionally, any insurance required to be obtained pursuant to the Lease-Leaseback Transaction shall name CITY as an additional insured and be in accordance with Section 5.2 b(1) hereof.

4.4 Defaults and Remedies.

a. Default. In the event that:

(1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty day period and diligently pursue such cure to completion; or

(2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or

(3) LESSEE shall be adjudicated a bankrupt; or

(4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof, and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.4 hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event that the Bonds are issued involving the leasehold interest, CITY shall give the Bond trustee written notice of the default(s) complained of, and the same Bond trustee shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as Bond trustee pursues said cure with reasonable diligence.

b. Remedies. In the event of a default under this Lease, the City may exercise any and all remedies granted by law, provided that during the term of the Lease-Leaseback Transaction, any remedy exercised by the City shall not adversely affect the tax exempt nature of the Bonds.

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

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

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

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

b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

c. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.

d. All monies awarded in any such taking shall first be used to pay the Bonds and any bonded indebtedness on the leasehold improvements. Any remainder shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE'S then-remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.

e. CITY has the right to transfer CITY'S interest in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of the leasehold estate and any improvements placed by it on the premises in accordance with this lease.

f. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

SECTION 5: INDEMNIFICATION/INSURANCE RISKS/SECURITY

5.1 Indemnity. LESSEE agrees to defend, indemnify, protect, and hold the CITY, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

5.2 Insurance.

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

(1) Public liability and property damage insurance in the amount of not less than five million dollars (\$5,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE on or in connection with the use or operation of the premises.

(2) Fire, extended coverage and vandalism insurance policy on all insurable property on the premises in an amount to cover 100% (one hundred percent) of the replacement cost. Except as provided below, any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a Lease-Leaseback Transaction on the leasehold in accordance with Section 4.3 hereof, the insurance proceeds may be paid to the approved Bond trustee, so long as adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises. In the event the Bonds are issued, any proceeds from a loss with respect to improvements financed with the Bonds shall be applied to the repair of such property or the repayment of the Bonds, and no such proceeds shall be paid to LESSEE unless the Bonds are fully retired or the premises are fully repaired.

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

(1) Additional Insured. All insurance policies will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on the commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.

(2) Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving LESSEE sixty (60) days prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.

(3) Accident Reports. LESSEE shall report to CITY any accident causing more than ten thousand dollars (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

(4) Failure to Comply. If LESSEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurers and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection (4), if LESSEE fails or refuses to take out or maintain insurance as required in this lease, or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE and CITY shall be entitled to exercise all legal remedies in the event of such default.

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

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

6.1 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect

to the premises, and that LESSEE does not hold CITY responsible for any defects, whether apparent or latent, in the premises, including the presence of any hazardous wastes.

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

6.3 Maintenance. LESSEE and CITY agree that responsibility for maintenance of the premises shall be assumed by LESSEE or CITY in conformance with Section 10, Exhibit "E," Maintenance and Repairs, hereto, which is by this reference incorporated herein. All repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition shall be performed in an expeditious manner as needed, and in compliance with all applicable laws. With regard to CITY's obligations for maintenance, the City Manager shall propose in the CITY's annual budget that funds be made available for anticipated repairs and maintenance responsibilities.

However, failure by the City Manager to propose adequate funds or failure by the City Council to approve a budget with funds adequate to perform such maintenance and repair responsibilities shall not constitute a default under this lease, and CITY shall not be responsible for any damage or liability which may result or be alleged to result from failure to provide such adequate funds. When CITY is informed of maintenance or repair requirements by LESSEE, the City Manager shall use his or her good faith efforts to request, if necessary, that the City Council authorize the expenditure of funds to perform such maintenance or repairs. As provided for above, however, failure by CITY to provide funding in any particular fiscal year, or at the request of the City Manager, shall not result in any liability for alleged or actual damages on the part of CITY.

6.4 Improvements/Alterations. No improvements, structures, or installations (but not including exhibits) shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager (but not including exhibits). Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under Section 10, Exhibit "E" of this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense or maintenance responsibility for any improvements or alterations. Improvements as described in the general development plan have been approved.

All policies of insurance obtained by LESSEE in connection with any alterations or improvements shall name CITY as an additional insured and be in accordance with Section 5.2 b(1) hereof.

6.5 Utilities. Except as hereinafter provided, LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the premises. All utilities will be installed underground. CITY shall provide reasonable amounts of water for use on the leased premises. The City Manager shall have sole and absolute discretion to determine what constitutes a "reasonable amount" for purposes of this paragraph.

6.6 Construction Bond. Whenever there is any construction to be performed on the premises (but not including exhibits), LESSEE shall deposit with CITY, prior to commencement of said construction, a faithful performance bond in the amount of 100% (one hundred percent) of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or, at CITY'S option, it may be placed in an escrow or other trust approved by CITY.

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

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

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

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

6.9 Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of the City Manager. Such approval shall not be unreasonably withheld. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within twenty-four (24) hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost. However, LESSEE may submit a general plan for hanging outdoor banners for prior written approval by the City Manager.

6.10 Ownership of Improvements and Personal Property.

- a. During the term of this lease any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall be the property of LESSEE provided that at lease expiration or termination such property (but excluding exhibits) shall be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property free of all liens and claims, except as otherwise provided in this lease.

- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.

- c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date

of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.

d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.

e. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.

f. Notwithstanding any of the foregoing, in the event the Bonds are issued and LESSEE defaults in its payments under the Bonds, CITY shall have an exclusive option, but absolutely no obligation, to purchase the property financed by the Bonds and additions to that property for the amount necessary to prepay or defease the outstanding obligation under the Bonds and other Lease-Leaseback Transaction documents. CITY shall have 1) not less than ninety (90) days from the date it is notified by LESSEE of the default in which to exercise the option, and 2) not less than ninety (90) days from the date it exercises the option to purchase the property.

6.11 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.

6.12 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with applicable rules and regulations of governmental authorities.

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

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

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

6.13 Asbestos Disclosure. CITY discloses to LESSEE that portions of the structural components of the premises may contain asbestos. LESSEE acknowledges having received notice from CITY of the presence of such asbestos in accordance with Health and Safety Code Section 25915. LESSEE shall disclose the existence of asbestos on the leased premises, as required by Health and Safety Code Section 25915. LESSEE

agrees to indemnify and hold CITY harmless from any loss or claim which may result from the existence of asbestos on the leased premises.

6.14 Asbestos Removal

a. Repair. CITY or LESSEE acknowledge that portions of the structural components of the premises that are subject of this lease agreement contain asbestos. Due to the environmental issues associated with asbestos removal during structural repair, replacement or modification (collectively, "Repair") CITY and LESSEE agree that the party who is responsible for the Repair of the premises, as outlined in this agreement, shall also be responsible for any asbestos removal, management or containment and all related costs, including any costs associated with the mitigation or containment of asbestos contamination or other areas ("Asbestos Costs") caused by such repair.

b. Improvements. CITY and LESSEE further acknowledge that similar asbestos concerns may arise if either party undertakes improvements or remodeling (collectively, "Improvements") of the premises. CITY and LESSEE agree that the party who undertakes the improvements, as provided for in this lease agreement, shall also be responsible for any asbestos removal, management or containment and all Asbestos Costs caused by such improvements. The parties acknowledge that improvements may be undertaken simultaneously with the repair of the premises. If so, the parties shall allocate and pay the Asbestos Costs in an equitable manner in direct relation to the relative proportion of repair and improvements undertaken by each party on such project. If the parties are unable to reach agreement on the allocation, an independent arbitrator, acceptable to both parties, shall be appointed to determine the total asbestos costs and the allocation thereof. The parties shall divide the costs of the arbitration evenly.

c. General Guidelines. Such asbestos removal or management shall be conducted in accordance with all applicable laws and in accordance with an asbestos management plan and operation and maintenance plan approved by CITY and LESSEE. Only contractors and consultants who are qualified and licensed in accordance with state law to engage in asbestos material removal shall be used. All asbestos material removed shall be lawfully disposed of, and a certificate of lawful removal shall be furnished when requested.

CITY reserves the right to inspect any work undertaken by LESSEE pursuant to this lease and to station supervisory personnel at the work site, at CITY'S sole discretion, to ensure that LESSEE'S obligations are carried out. Both parties shall coordinate any repair and improvements with each other and, except in the event of an emergency, the party undertaking a repair shall provide prior written notice to the other.

d. Asbestos Disturbance. The LESSEE and CITY shall be responsible for all costs relating to any disturbance of asbestos-containing materials caused by their action.

6.15 Development Plan. LESSEE agrees to develop the leased premises in accordance with the General Development Plan approved by the City Manager and filed in the Office of the City Clerk as part of this lease. The complete General Development Plan is included in Section 10, Exhibit "B" hereof. The City Manager or his designee shall have the authority to authorize changes to the development plan provided that the basic concept may not be modified without City Council approval, and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY, subject to the default remedies of Section 4.4 hereof. The City Manager, in his sole discretion, may approve an extension to the date specified for completion in the Development Plan of up to one (1) year without further City Council approval.

SECTION 7: GENERAL PROVISIONS

7.1 Notices.

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

City of San Diego Manager
Attention Deputy Director
Park and Recreation Department/Metro Parks Division
2125 Park Boulevard
Balboa Park Administration Building
San Diego, CA 92101-4792

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

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

7.2 Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEES's sole cost and expense. In addition, LESSEE shall comply with any and all

notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

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

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

7.5 Equal Opportunity.

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

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

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

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

b. Local Business and Employment. LESSEE acknowledges that the CITY seeks to promote employment and business opportunities for local residents and firms on all CITY contracts. LESSEE will, to the extent legally possible, solicit applications

for employment, and bids and proposals for subcontracts, for work associated with this lease from local residents and firms as opportunities occur. LESSEE agrees to hire qualified local residents and firms whenever feasible.

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

7.6 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

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

7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

7.9 Captions. The Lease Index, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.

7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

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

7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or LESSEES shall include a

condition that the contract, agreement, or lease may, at the sole option of CITY, be terminated by CITY, if the contractor or LESSEE employs an individual who, within the twelve months immediately preceding such employment, did in his/her capacity as a CITY officer or employee participate in negotiating with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council. This section shall be subject to the provisions of Section 4.4 (b).

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

a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace.
- (2) The LESSEE'S policy of maintaining a drug-free workplace.
- (3) Any available drug counseling, rehabilitation, and employees' assistance programs.
- (4) The penalties that may be imposed upon employees for drug abuse violations.

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

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

a. LESSEE shall not discriminate against qualified persons with disabilities in any aspect of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.

c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.

d. Where required by law, LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible any areas of the premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of LESSEE.

e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sub-lessees shall be individually responsible for their own ADA employment programs.

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

7.14 Corporate Authority. Each individual executing this lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this lease on behalf of LESSEE, in accordance with a duly adopted resolution of the Board of Directors of LESSEE or in accordance with the bylaws of LESSEE, and that this lease is binding upon LESSEE in accordance with its terms, and that LESSEE is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify LESSEE to do business in the State of California.

7.15 Employee Standards. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.

7.16 Personnel. All personnel provided for in LESSEE's annual budget for operating the premises shall be employed by, and be the employees of, LESSEE. Said personnel shall not be subject in any way to the control of CITY.

7.17 Supersedure. Subject to Section 1.1 hereof, it is mutually agreed that this lease, upon the effective date hereof, supersedes and annuls those certain agreements as follows:

Agreement with San Diego Society of Natural History dated March 18, 1969 and filed as City Clerk Document 727647, as amended by; First Amendment to Agreement Between The city of San Diego and San Diego Society of Natural History approved by Resolution No. R-251343 adopted March 10, 1980 and filed with City Clerk as Document RR-251343, as further amended by; First Amendment to Agreement filed May 31, 1983, as City Clerk Document RR-258568-7.

The above agreements are hereafter void and of no effect except as follows. Should LESSEE fail to satisfy the contingent condition in Section 1.1 hereof and this lease is terminated pursuant to said section, then the aforesaid Agreements shall supersede this lease and return to full force and effect.

7.18 Amendment. This Lease Agreement shall not be amended except by written agreement signed by both parties, and during the term of the Lease-Leaseback Transaction and the Bonds shall not be amended in any manner that will materially and adversely affect payment of the Bonds.

SECTION 8: SPECIFIC PROVISIONS

8.1 CITY Funds. During the term of this lease, CITY may provide funds to help defray the cost of operation of and maintenance of the premises in amounts to be determined annually by the City Council. However, nothing in this lease shall commit CITY to provide any funds to LESSEE to help defray the cost of operation and maintenance of the premises.

8.2 Payments. Funds, if any, provided to LESSEE by CITY for the operation of the premises shall be paid to LESSEE in twelve (12) equal monthly installments during each fiscal year.

8.3 Covenants by LESSEE. The policies established by LESSEE for the operation of the premises shall conform to the general policies established by CITY for the use and operation of cultural and educational facilities.

8.4 Board of Trustees. A Board of Trustees (the "Board") shall be elected by LESSEE. The activities and affairs of LESSEE shall be exercised by or under the direction of the Board. The Board may, however, hire an officer, known as the Executive Director, to act as the general manager and chief executive officer of LESSEE and who shall be authorized by the Board to handle the day-to-day affairs and business of LESSEE.

8.5 Use of CITY Funds. CITY funds shall not be used for acquisition of exhibition objects, educational programs, scientific publications, field trips and research, other than that which has as its object the preparation of exhibits. In accordance with

CITY'S policies, CITY funds may be expended for utilities, custodial, and security services, materials, and personnel engaged in preparing exhibits for public display in a scientific manner. CITY funds may also be used for administrative and office personnel and for salaries of curators and others engaged in the normal operation of the premises. LESSEE shall not use, directly or indirectly, any of the funds received from CITY under this lease for any political or religious activities whatsoever.

8.6 Use of Proceeds. LESSEE agrees that all income and proceeds received by LESSEE from the operation of the leased premises, shall be utilized for purposes of the continued operation, maintenance and improvement of the leased premises and for purposes incidental thereto. Certification of LESSEE'S compliance with the requirements of this section shall be specifically set forth in LESSEE'S annual financial report as provided for in Section 8.7 hereof.

8.7 Annual Report. On or before September 30 of each year of this lease, LESSEE shall submit to the City Manager a financial report certified by an independent certified public accountant for the previous fiscal year of LESSEE. Said financial report shall include an operating statement and a report of net worth, and shall be in a form satisfactory to CITY and be subject to review and audit by the City Auditor. The final report shall be submitted within ninety (90) days of the expiration date of this lease and shall cover the period between the last report and the said expiration date.

8.8 Financial Records. LESSEE shall keep or cause to be kept true, accurate and complete records, including double entry books, a profit and loss statement and a balance sheet, making it possible at all times to determine the nature and amount of revenue and expenditures. All of the LESSEE'S expenditures and transactions shall be supported by documents of original entry such as sales slips, cash register tapes, purchase invoices and receipts. Documents supporting a profit and loss statement shall be retained by LESSEE for a minimum period of five (5) years.

8.9 Accounting Procedures. LESSEE shall use generally accepted accounting practices as approved by the City Auditor.

8.10 Inspection of Records and Audit. All books, statements, documents, records and financial data of LESSEE shall be open at all times for inspection and audit by CITY upon reasonable notice. Further, CITY may conduct an audit of all books, statements, documents, records and financial data of LESSEE, or demand and receive from LESSEE the results of a complete audit as conducted by a certified public accountant in the event that (i) LESSEE'S executive director, or other managing agent, resigns, retires or is discharged; (ii) a majority in the membership of LESSEE'S Board of Trustees changes; or (iii) the purposes for which LESSEE was created are materially or substantially changed.

8.11 Proposed Budget. LESSEE shall have deposited with the City Manager by July 15 of each year five (5) copies of documents evidencing the proposed programs and financial status of LESSEE for the year for which support is required. Without limiting the generality of the foregoing, such documents shall include (i) a copy of LESSEE'S proposed programs, and (ii) a copy of a detailed operating budget showing expected sources of revenue and the nature of all proposed expenditures.

8.12 Activities and Inventory. LESSEE shall submit to the City Manager (i) a monthly report of LESSEE's activities and attendance, and if requested by the City Manager, (ii) an annual inventory at the close of each fiscal year of any furnishings and other property of CITY which are in the custody of LESSEE, in a form satisfactory to CITY.

8.13 Admission Fees. As referenced in Section 1.10 hereof, LESSEE shall have the right to charge reasonable admission fees; however, at least one day per month shall be designated by LESSEE as a day when no fees for general admission shall be charged, except for film showings and special exhibitions. The schedule of admission fees shall be subject to prior written approval by the City Manager.

[Remainder of page Intentionally Left Blank]

SECTION 9: SIGNATURES

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

CITY MANAGER, CITY OF SAN DIEGO

Date: DEC 07 1998, 1998

By: Marcia L. McLatchy
MARCIA L. McLATCHY, Director
PARK & RECREATION
(Print name and Title)

SAN DIEGO NATURAL HISTORY MUSEUM

Date: 12/3, 1998

By: Michael W. Hager
MICHAEL W. HAGER, EXECUTIVE DIRECTOR
(Print name and Title)

Approved as for form and legality this 22nd day of December, 1998

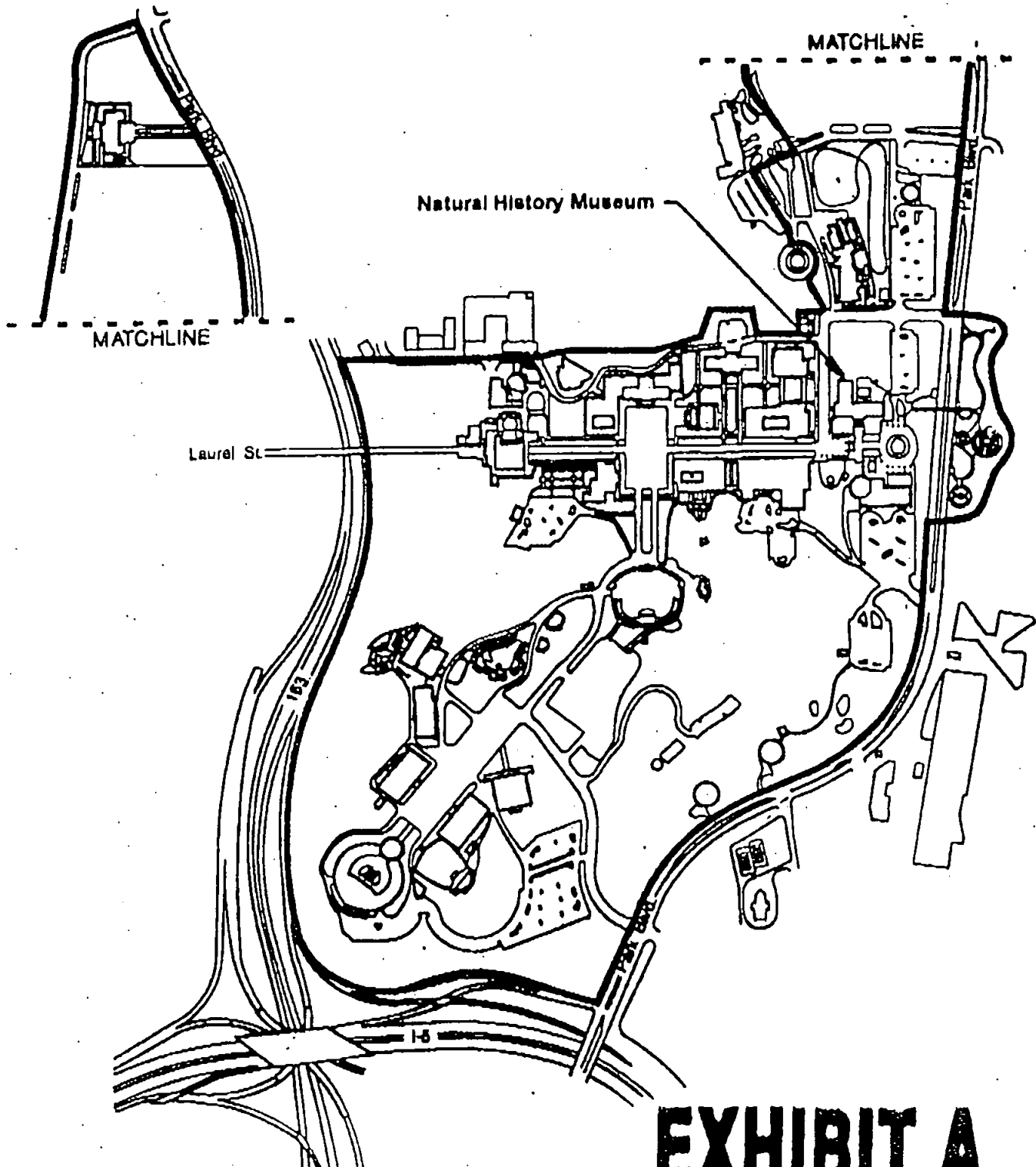
CASEY GWINN, City Attorney

By: Lori W. Girard
Deputy City Attorney
Lori W. Girard, Deputy City Attorney
(Print name and Title)

SECTION 10: EXHIBITS

- Exhibit A: LOCATION MAP
Tenant Area of Occupancy (See attached Map)
- Exhibit B: GENERAL DEVELOPMENT PLAN
- Exhibit C: SCHEDULE OF DAYS AND HOURS OF OPERATION
- Exhibit D: SCHEDULE OF RATES AND CHARGES
- Exhibit E: MAINTENANCE AND REPAIRS

BALBOA PARK CENTRAL MESA PRECISE PLAN



Central Mesa Study Area

13 June 1991

Figure
1

ESTRA Land Planning

The New SAN DIEGO NATURAL HISTORY MUSEUM

Background

The historic, existing Natural History Museum is a three story, reinforced concrete building in San Diego's Balboa Park. The building was designed by prominent San Diego architect William Templeton Johnson and was constructed in 1933 in the Spanish Colonial/Spanish Renaissance style. A much larger building was initially planned, however, because of depression-era financial constraints, only 65,000 square feet was constructed. Two of the exterior walls were constructed with temporary materials to facilitate an eventual expansion and completion of a nearly 1 million square foot Natural History Museum.

The Depression, the Second World War and uncertainty in the Museum community delayed any expansion until now. Under the leadership of the Museum Director Michael Hager and the Board of Trustees \$25 million has been raised to, finally, construct the addition that was originally planned in 1933.

Project Description

The Museum expansion project is a \$22.5 million Balboa Park improvement. The existing building will be fully remodeled and modernized, the temporary walls will be removed and an 85,950 square foot building addition will be constructed in the northeast quadrant of the Museum's current leasehold. All while the Museum continues to operate with a full exhibit, education and scientific schedule.

The Museum is demonstrating its leadership in creating sustainable environments and companies by incorporating many "green building" concepts into the new building. This effort will reduce the long term costs of operating the facility and will continue with the continued expansion new Museum policies for recycling, elimination of toxic substance use in the Museum and the management of the building's space conditioning systems.

The four stories above grade and three subterranean level addition will be enclosed with new exterior walls of reinforced concrete just as the original historic building was constructed. The new exterior ornamentation will be compatible with that on the existing building as required by the rules for additions for national designated historic building that have been set by the City of San Diego and the Federal Department of the Interior (The Secretary of the Interior's "Standard for Rehabilitation")

A new public entrance will be constructed on the north opposite the beloved Moreton Bay Fig into a new four-story glass atrium and lobby space. This atrium will be the light and airy focal point for the new Museum. The atrium will be an exhibit space, a meeting space and a public gathering space.

EXHIBIT B

VILLAGE PLACE

PARK BLVD

ADDITION to
NATURAL
HISTORY MUSEUM

EXISTING NATURAL
HISTORY MUSEUM

SERVICE
LIFT

NORTH

Site Plan

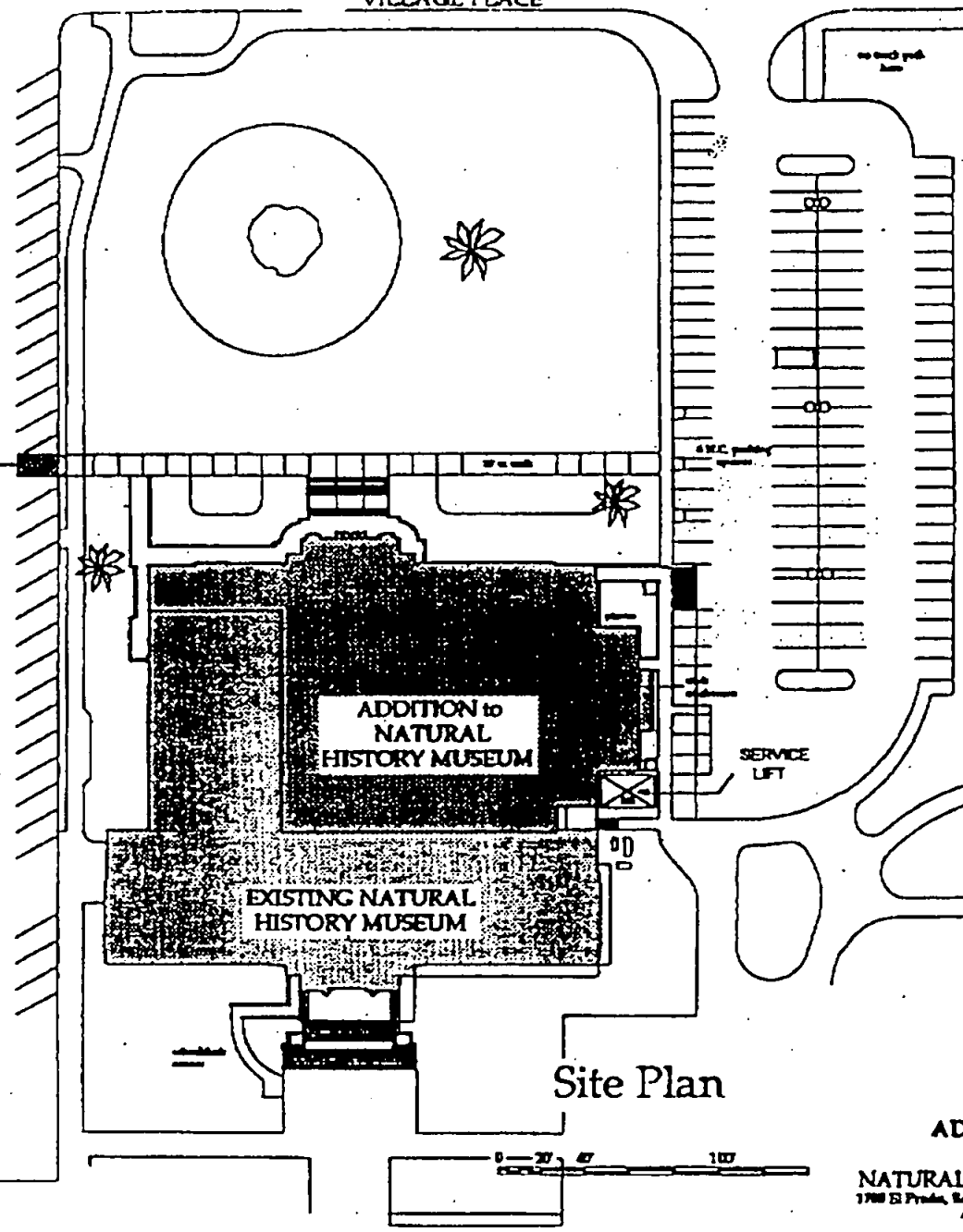
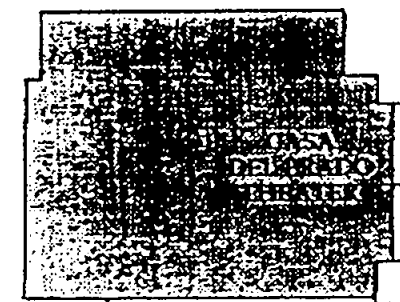
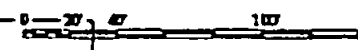
ADDITION TO

NATURAL HISTORY MUSEUM
1700 El Prado, Balboa Park, San Diego, California
APN 394 428 00

3.10.98

ARCHITECTS Richard Roudy & David Thompson
271 A Eighth Avenue, San Diego, California, CA 92101
tel 619.231.6979 fax 619.231.9623

THE PRADO



page 2

Directly off of this atrium is a new 299 seat state of the art theater/auditorium with a new 870 film projection system where the new SD Natural History film, will be shown 4 times a day, free of charge for all Museum visitors. The theater/auditorium is being designed to accommodate multiple forms of media projection, small format musical performances and scientific lectures with full disabled access and multiple language interpretation systems.

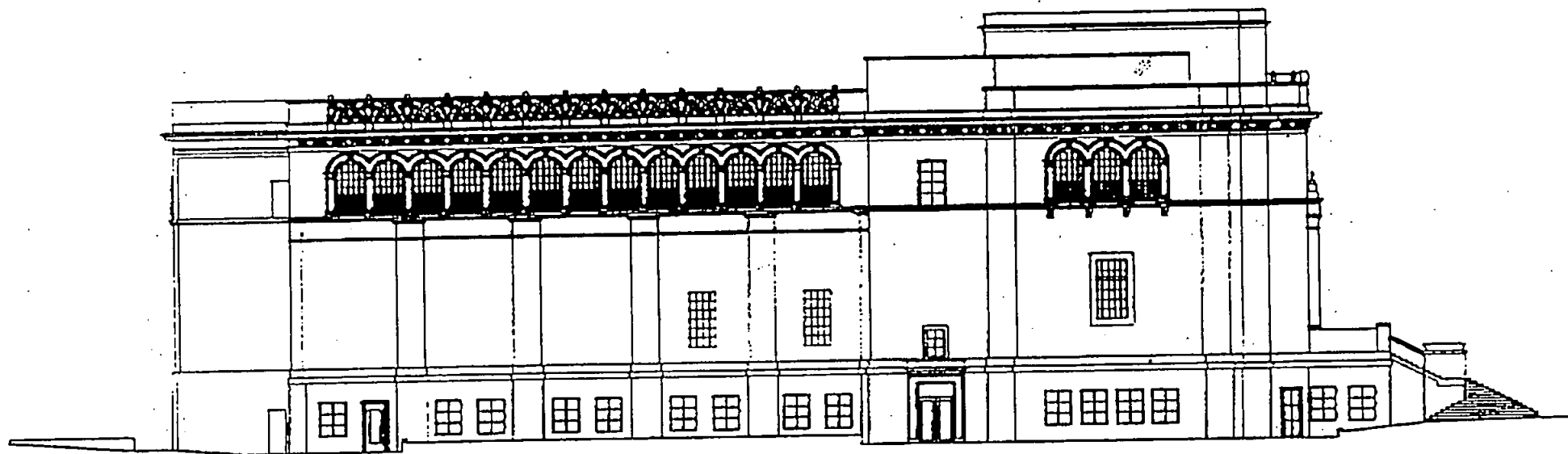
The new Museum will include:

- dramatically expanded Museum education and classroom space
- new library which will be open to the public
- new and expanded permanent exhibit halls
- new 8,000 s.f. temporary exhibit hall
- expanded, more efficient and properly designed collections storage
- bigger and equipped science research labs
- new exhibit shop
- new administrative offices
- more storage
- state of the art electrical, security, plumbing and mechanical systems

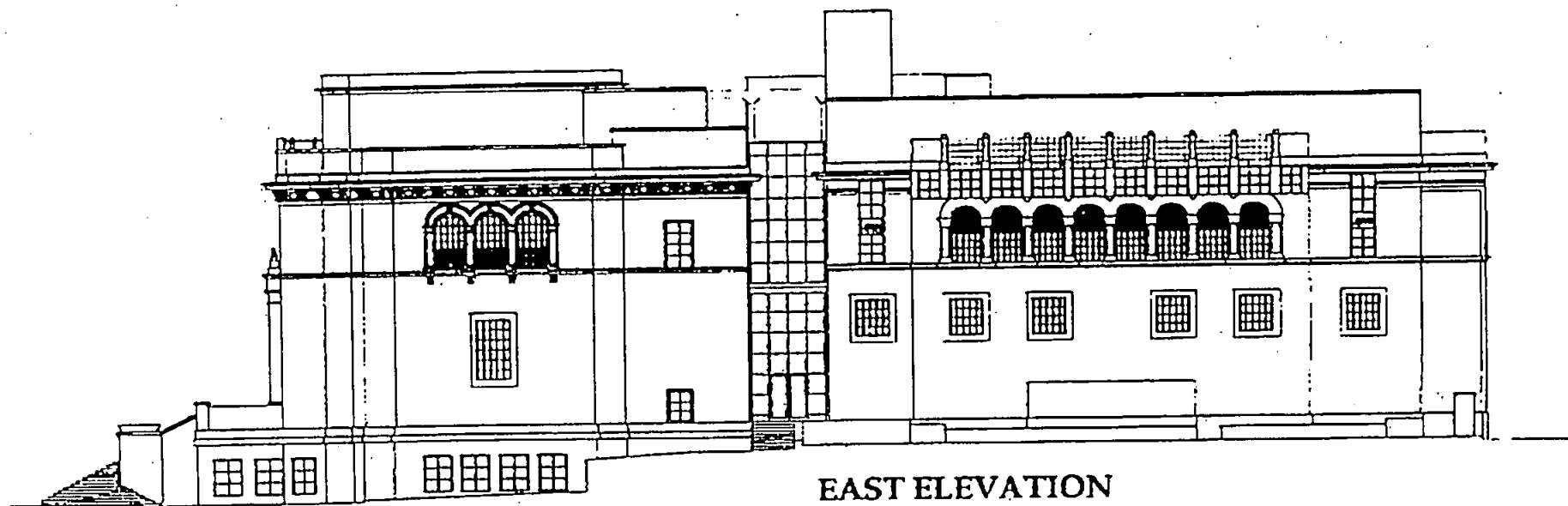
The new Museum will be fully accessible to the disabled and will continue the Board of Trustees commitment to go beyond the minimum requirements to make the building usable by everyone. New elevators, fire refuges, specially designed exhibits, etc. will all be included in the project to facilitate accessibility for all. All public entrances to the building will be fully accessible to persons with disabilities as well as people with strollers.

Great care has been taken to preserve historic landscaping that surrounds the project including the Morton Bay Fig tree which was planted in 1915. Other historic trees and shrubs will be preserved and/or relocated and new landscaping will be planted to complement the surrounding Park.

The new Natural History Museum will allow the Natural History Society to lead us into the next millennium with the new, exciting and significant Museum programs which will provide education and enlightenment for all San and visitors, conduct scientific research so that we can better understand our region from Point Conception to the tip of Baja California, and provide a focal point for many other community activities.

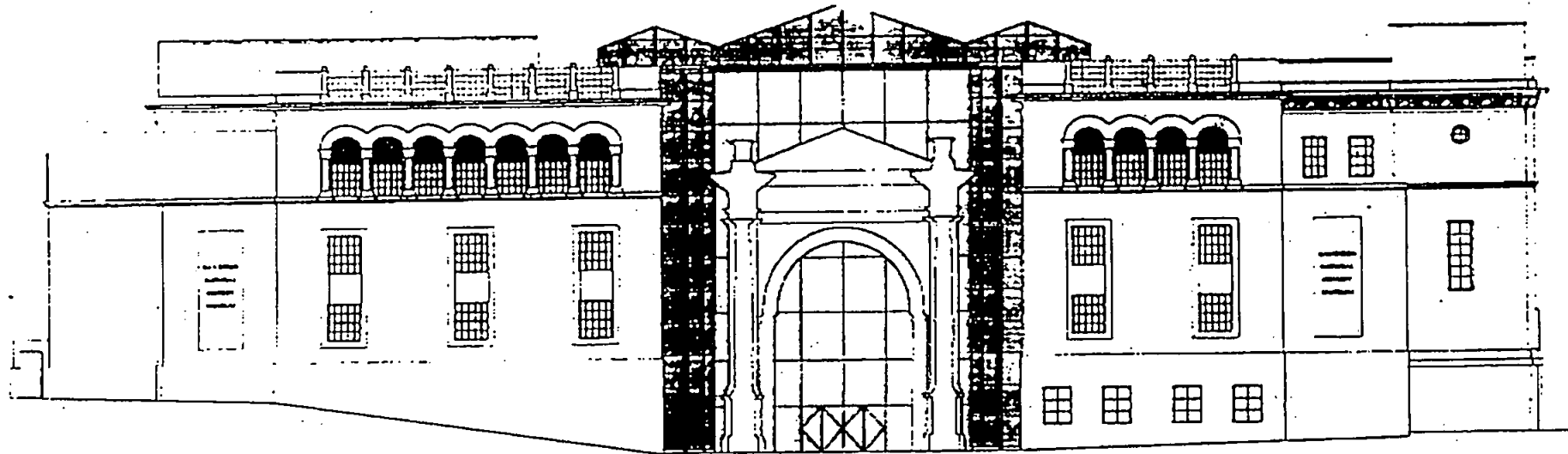


WEST ELEVATION

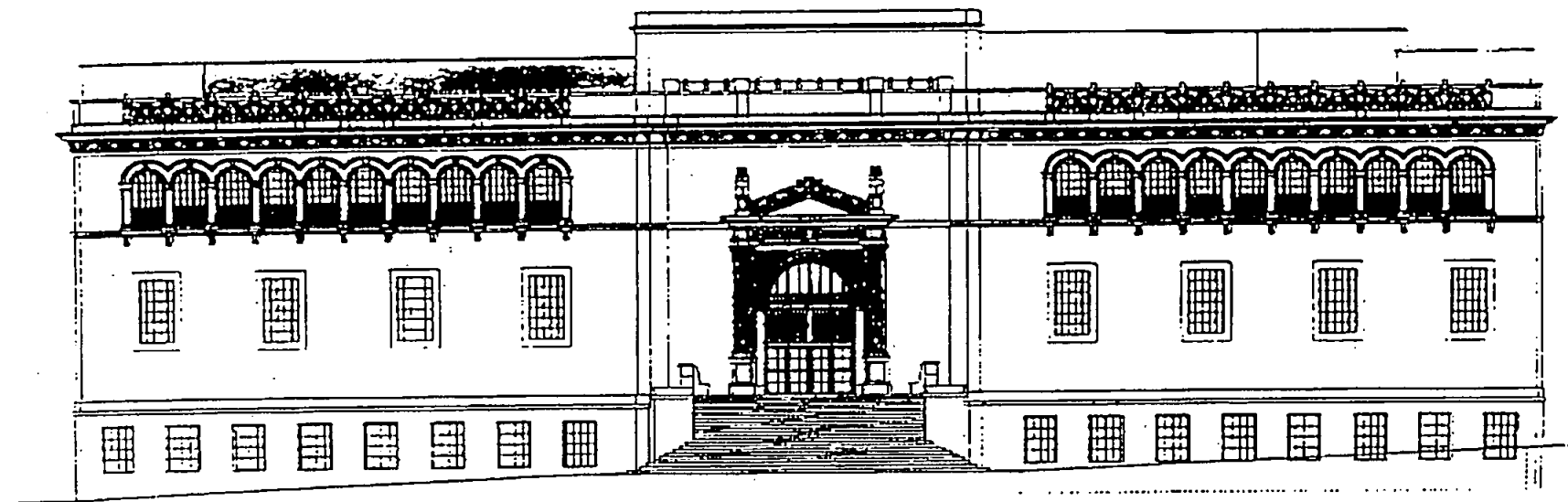


EAST ELEVATION

THE NATURAL HISTORY MUSEUM

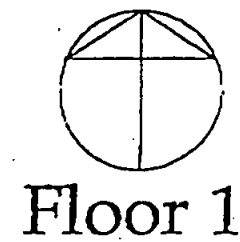
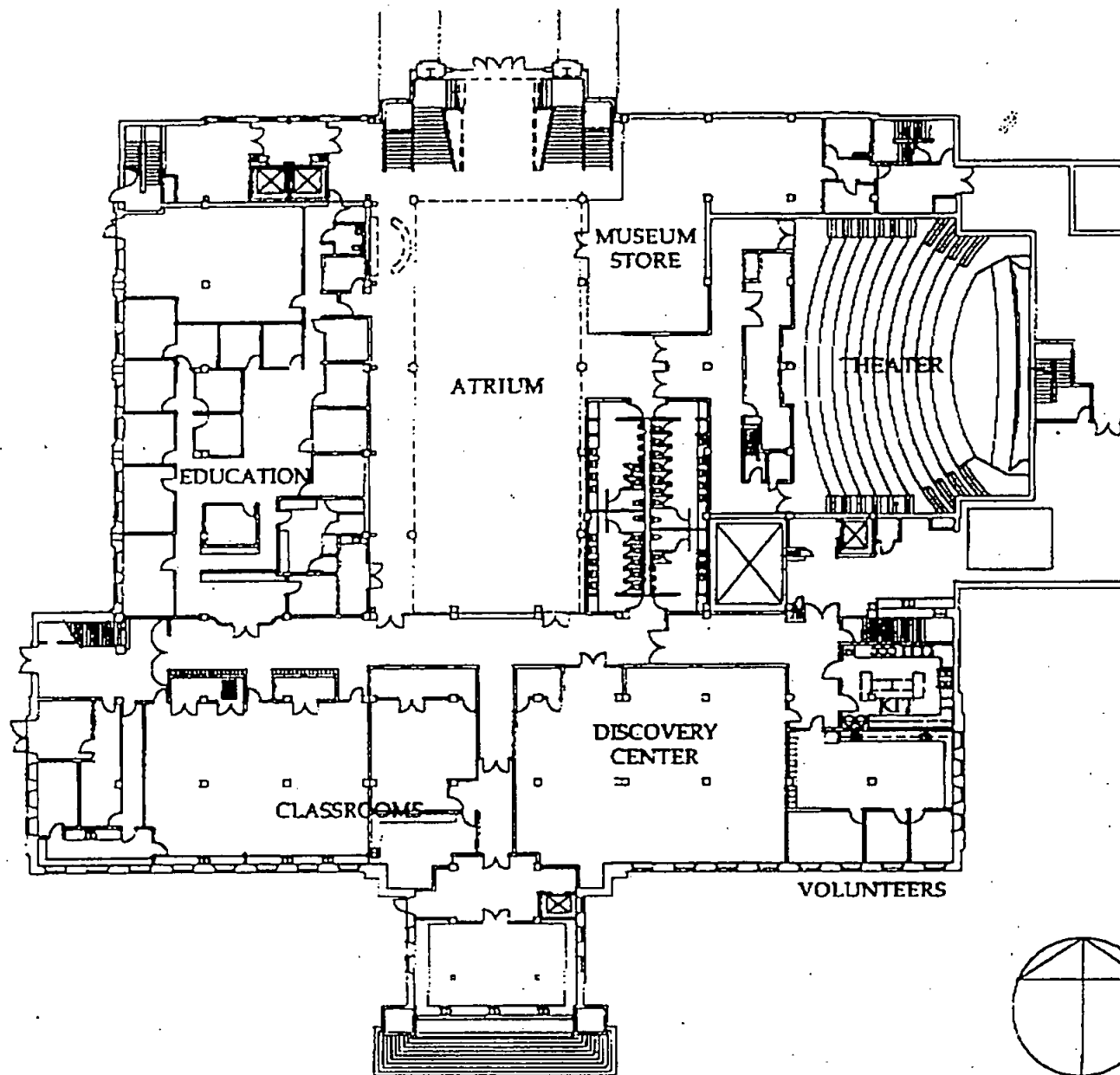


NORTH ELEVATION

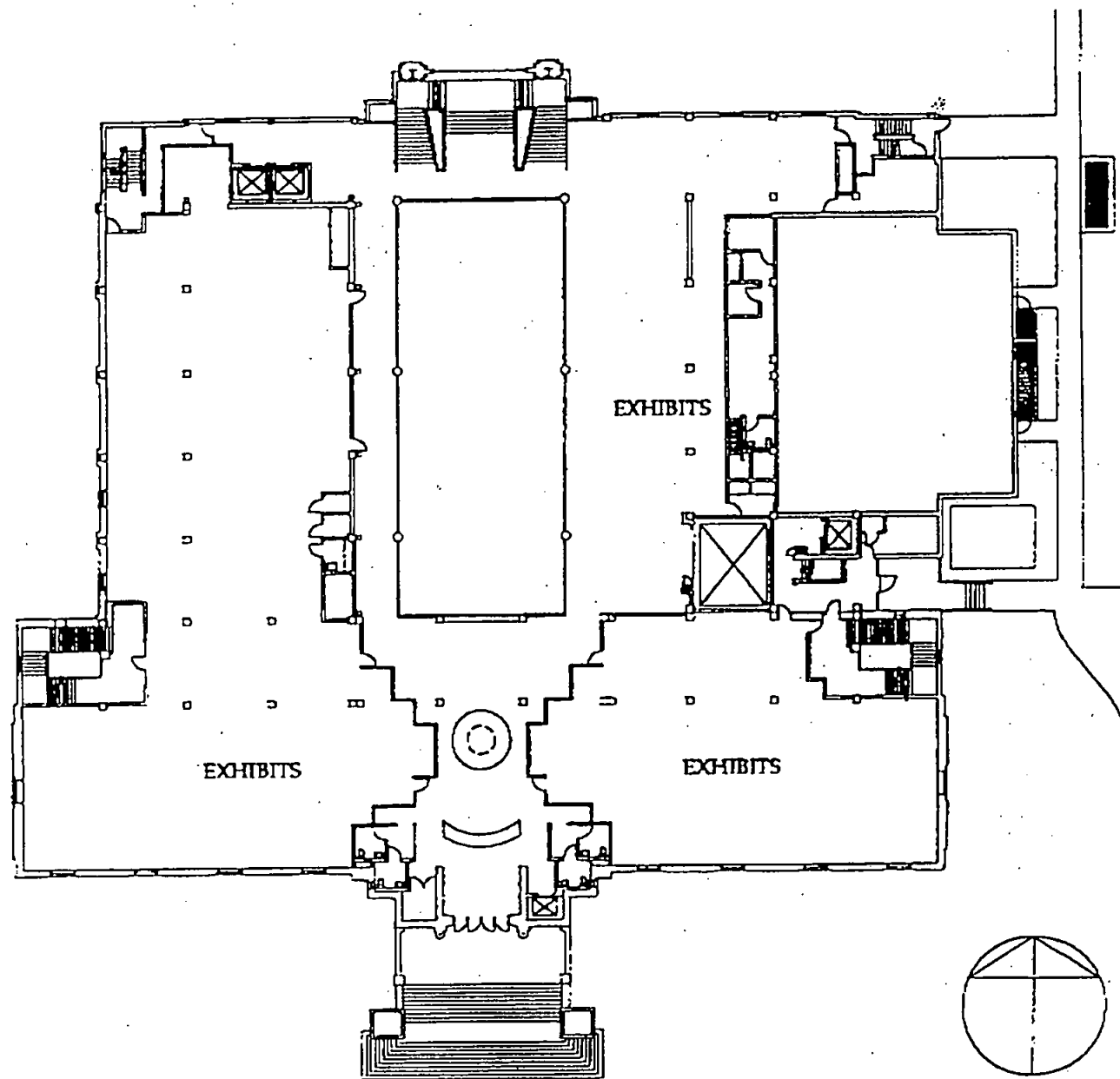


SOUTH ELEVATION

THE NATURAL HISTORY MUSEUM



THE NATURAL HISTORY MUSEUM

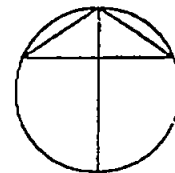
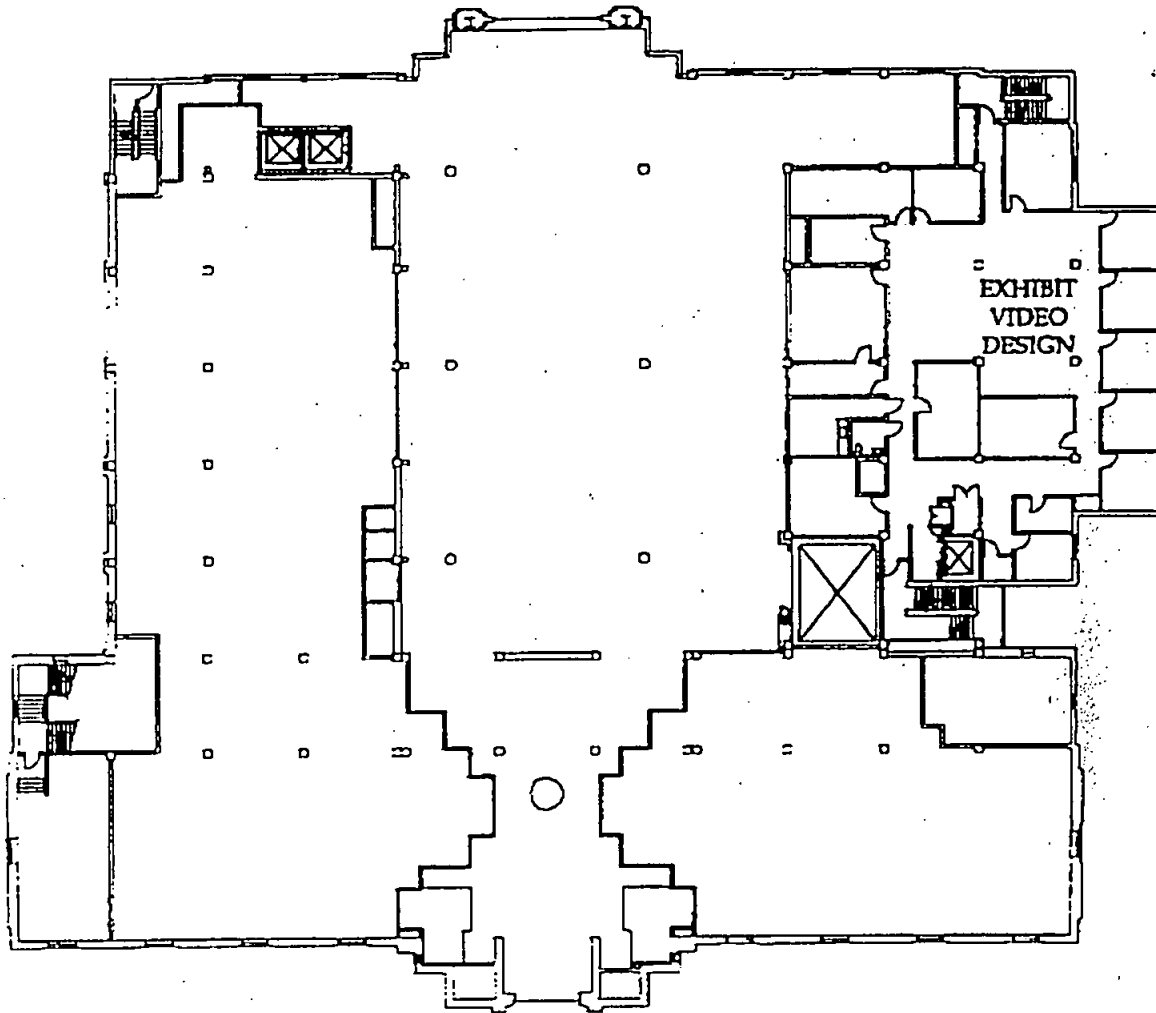


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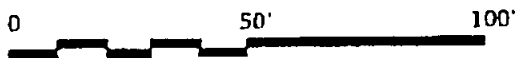
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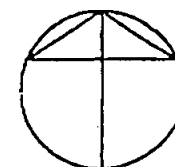
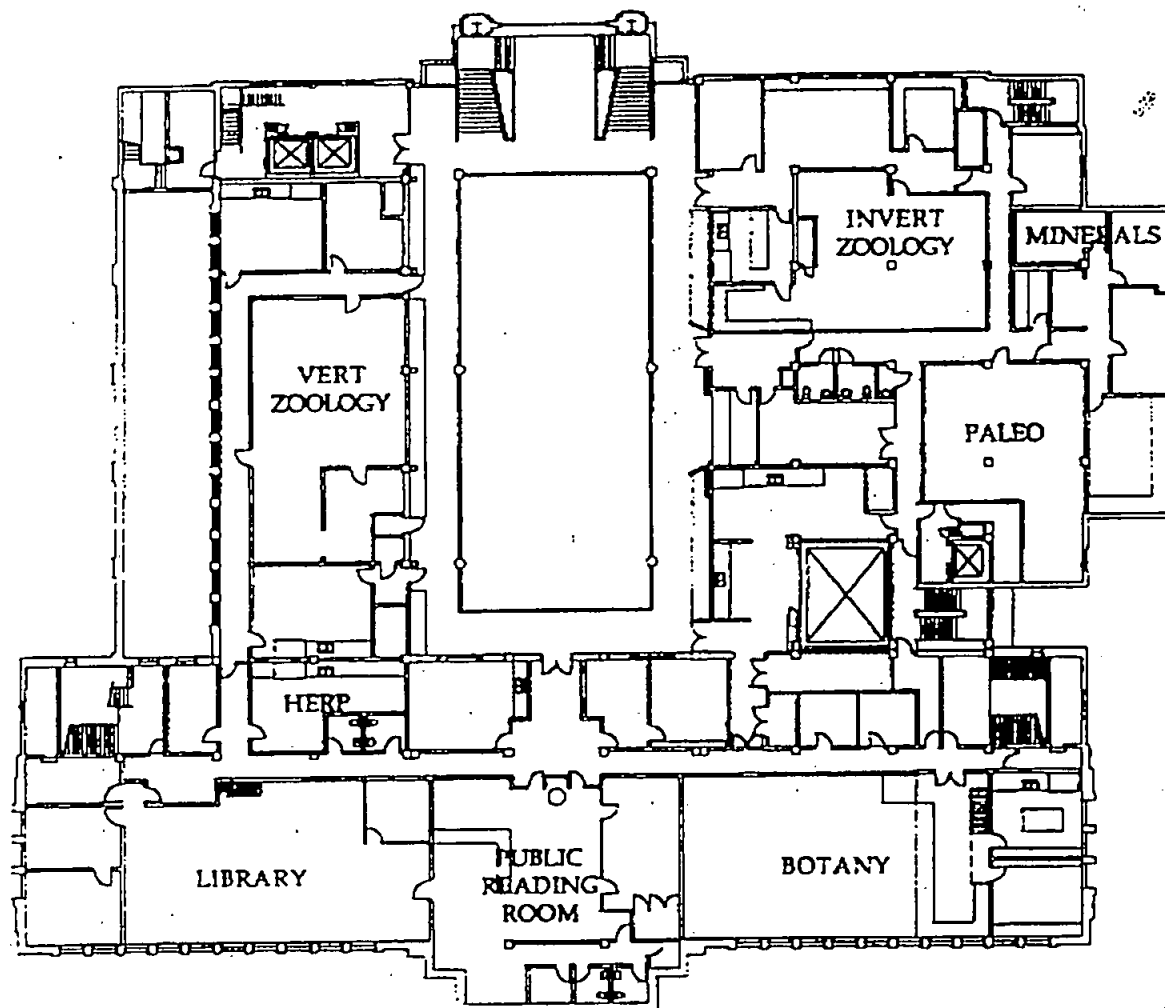
THE NATURAL HISTORY MUSEUM



Floor 2A

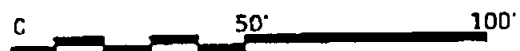
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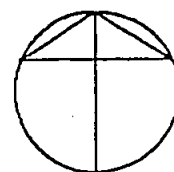
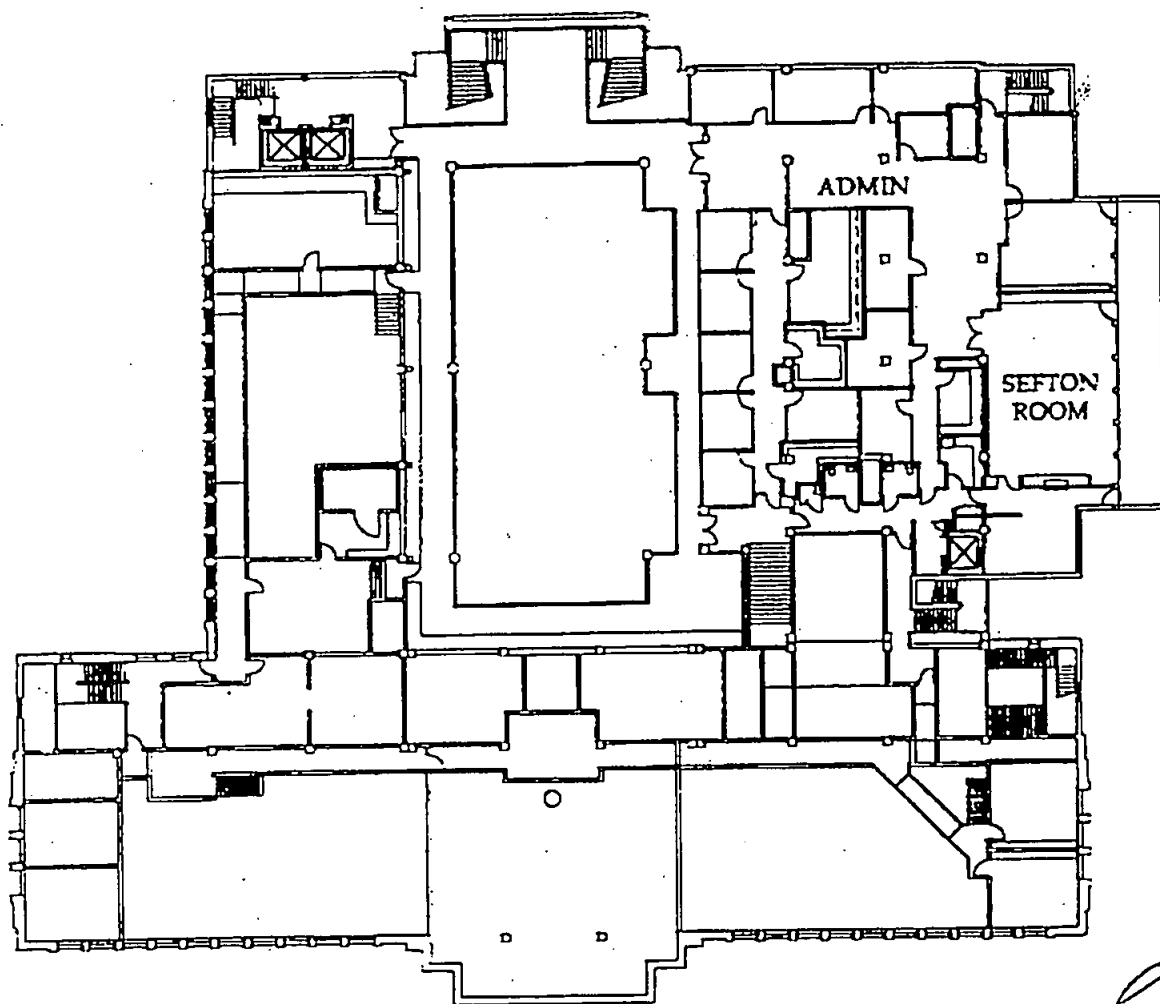




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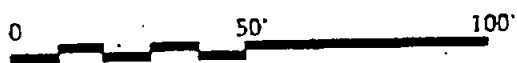
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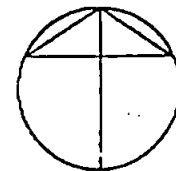
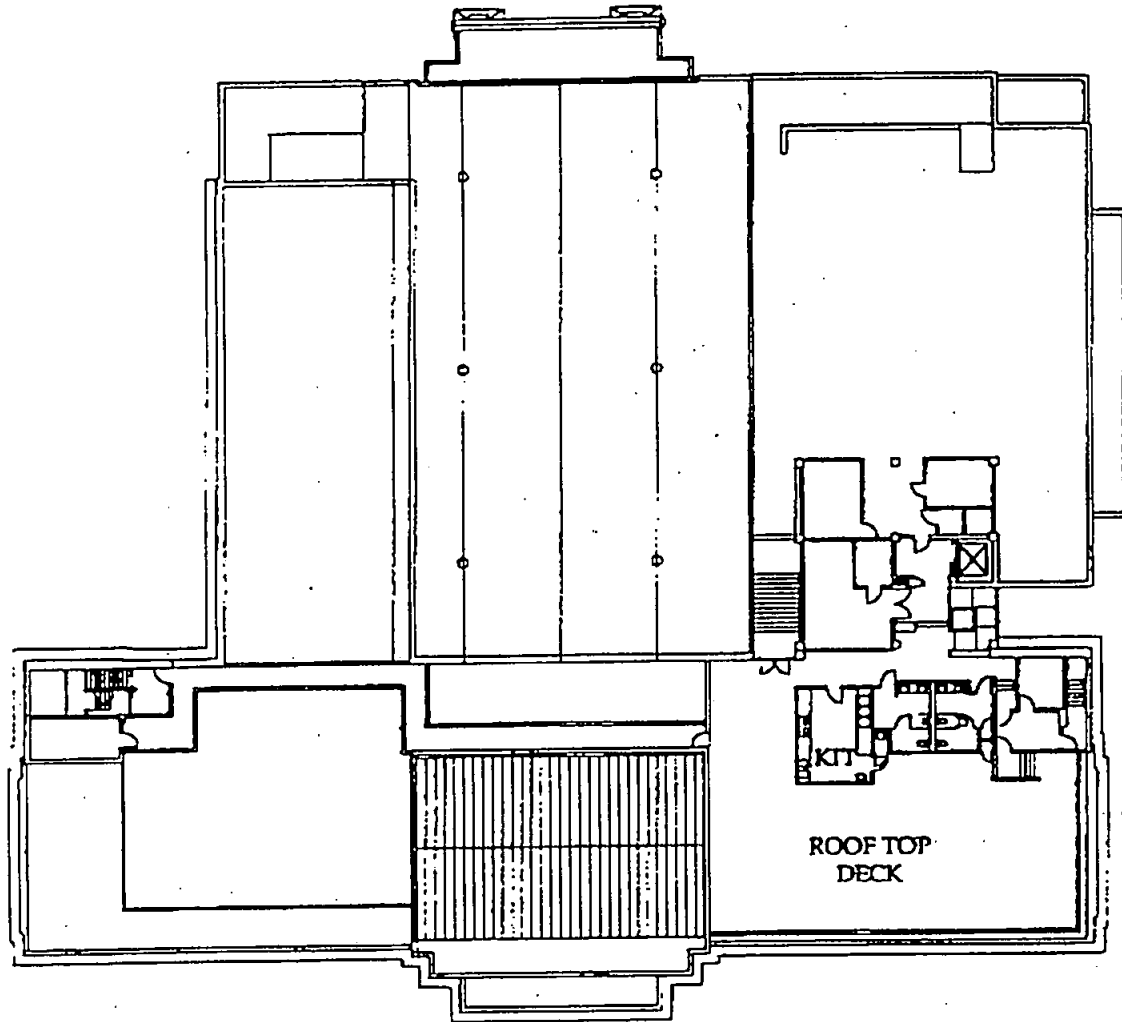




Floor 4

THE NATURAL HISTORY MUSEUM

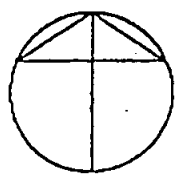
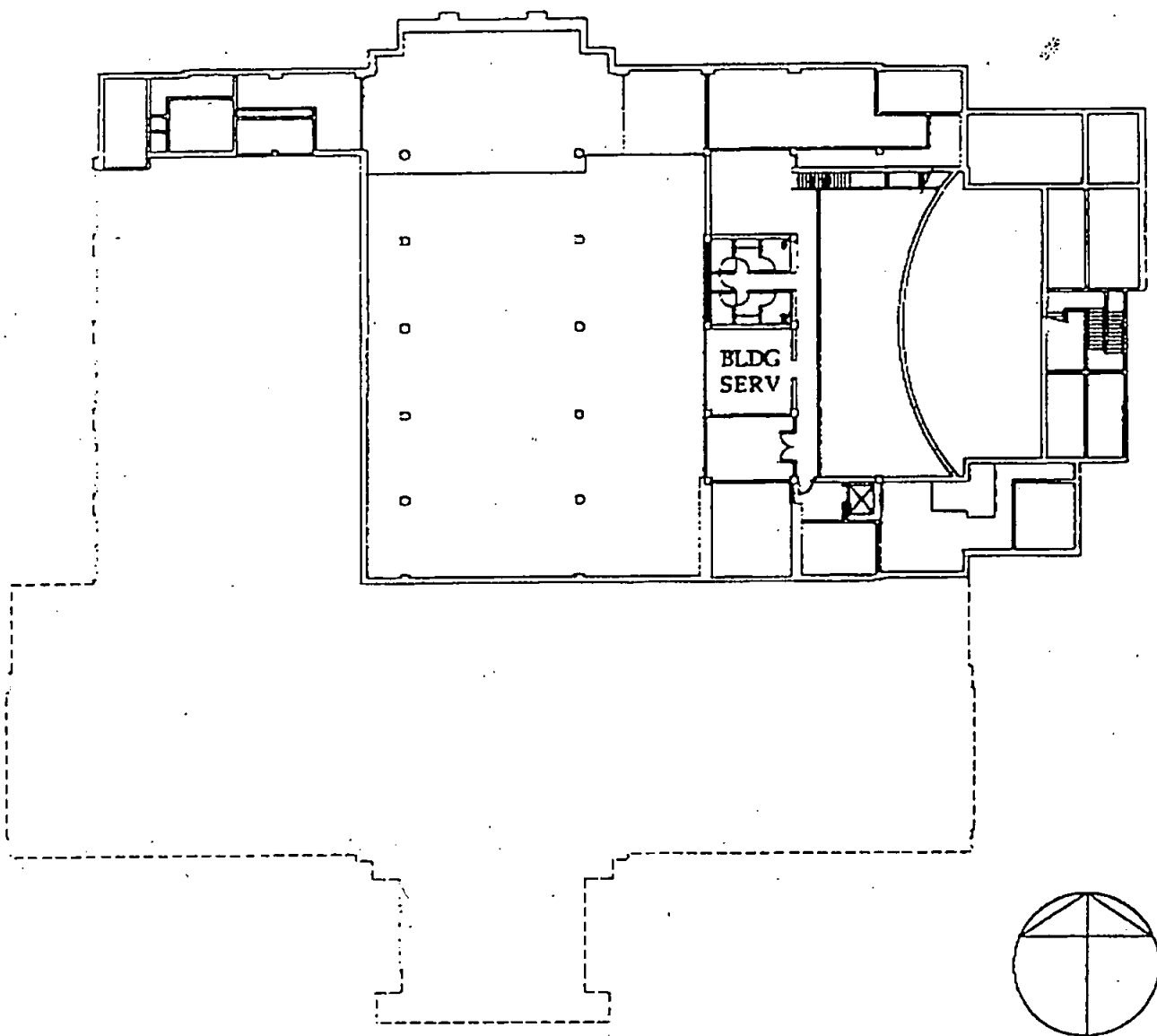




Roof

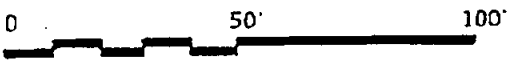
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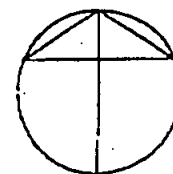
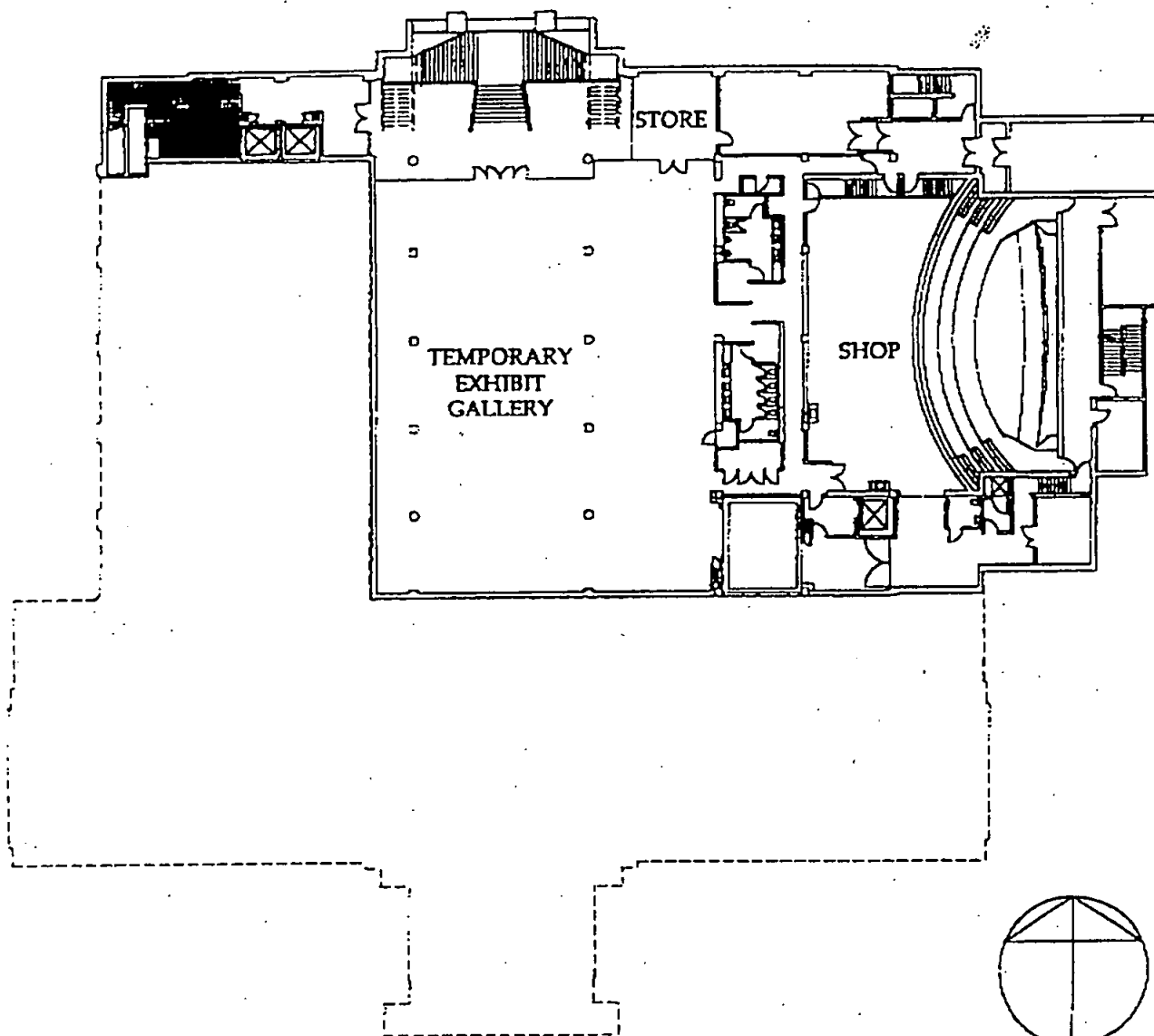
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Upper Basement

THE NATURAL HISTORY MUSEUM

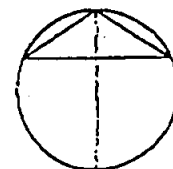
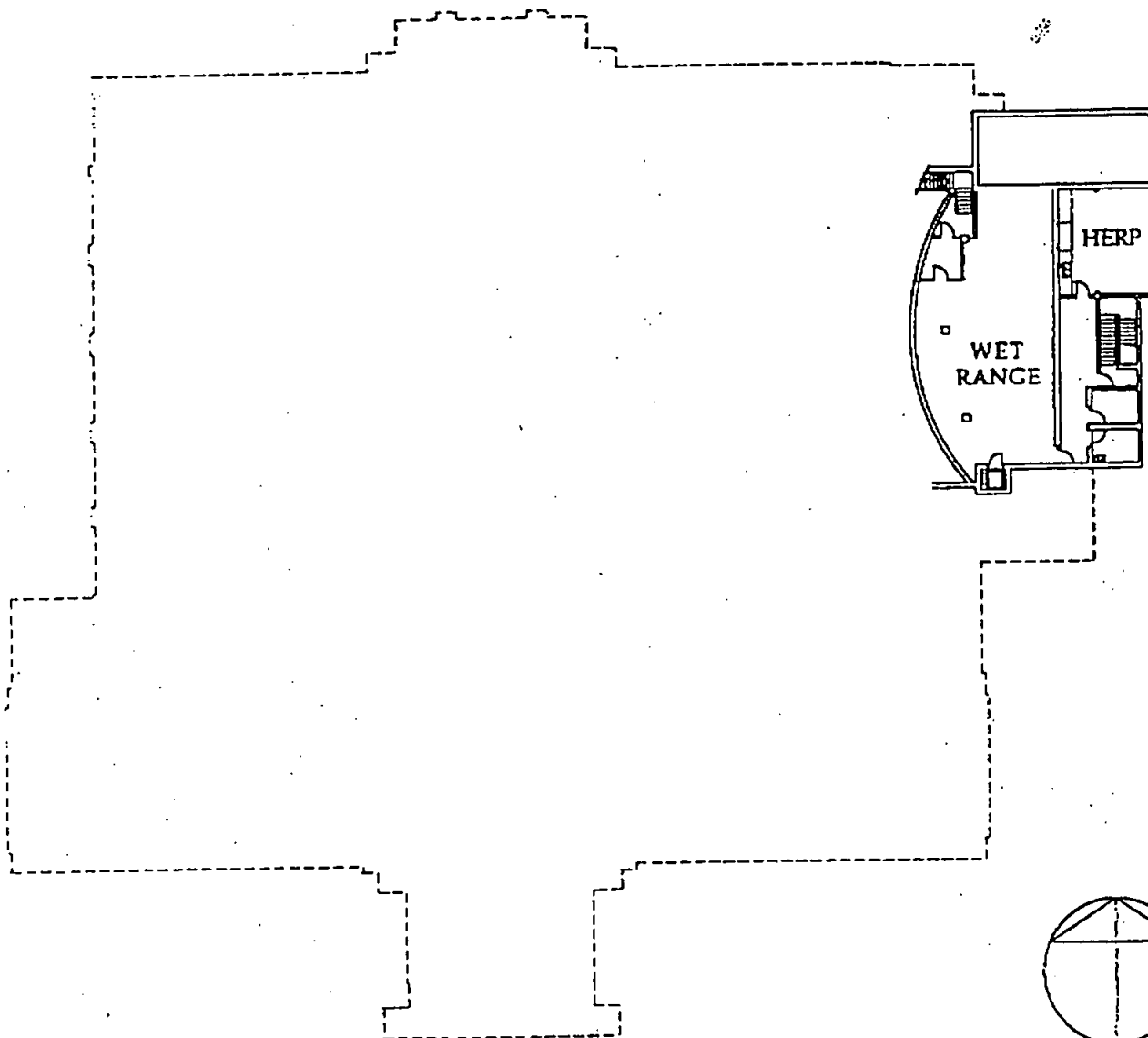




Basement

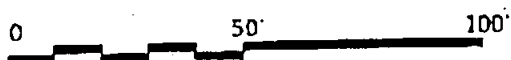
THE NATURAL HISTORY MUSEUM

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Wet Range

THE NATURAL HISTORY MUSEUM



NATURAL HISTORY MUSEUM

JOB SITE MEETING 11-6-98 3 WEEK LOOK AHEAD

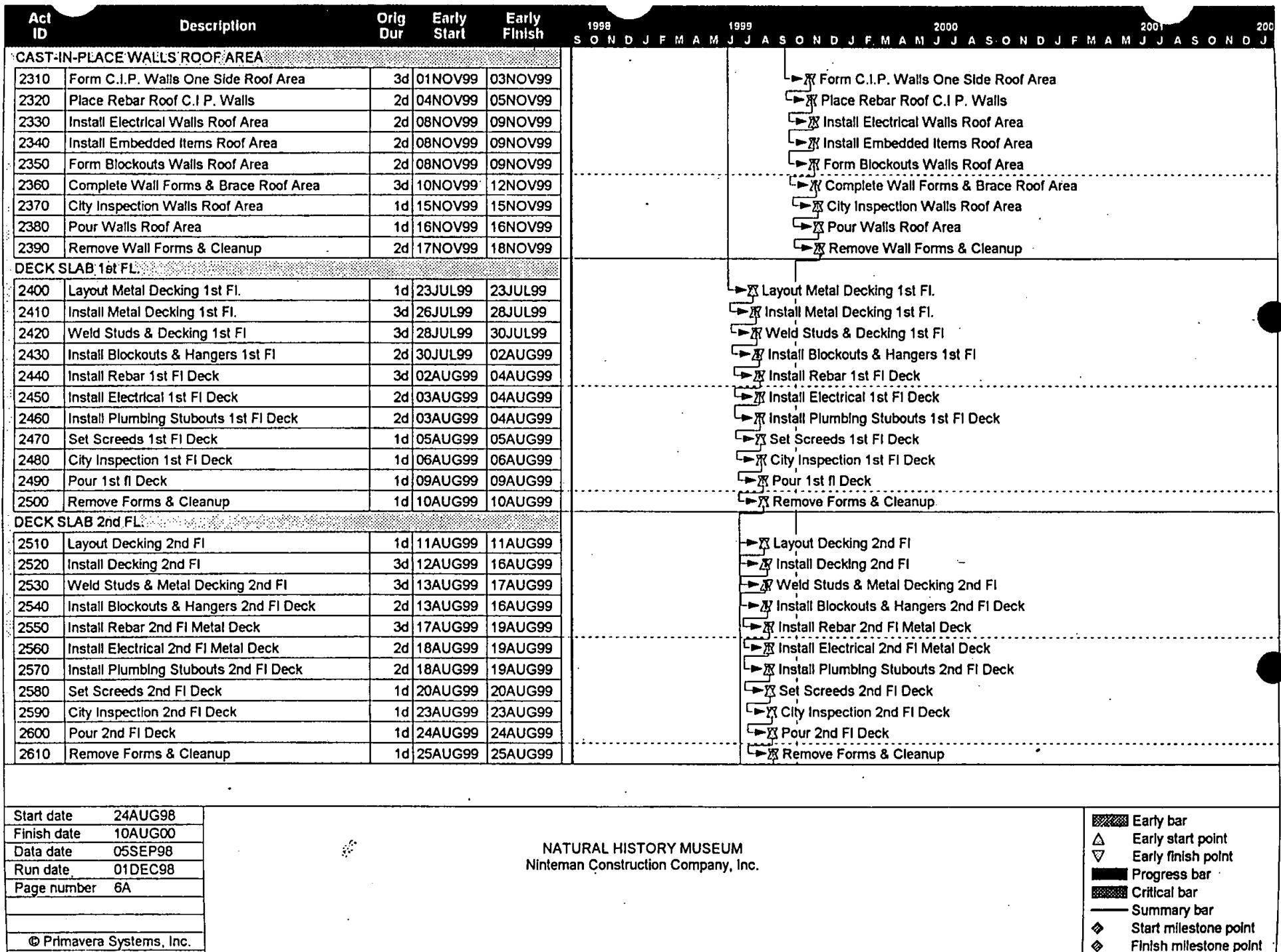
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RELOCATION & DEMO OF NORTH YARD																																																					
1000	Locate Safe-off Existing MEP. North Yard	16d	24AUG98	29SEP98	X Locate Safe-off Existing MEP. North Yard																																																
1010	Relocate Existing Electrical Equip.	25d	08SEP98	12OCT98	X Relocate Existing Electrical Equip.																																																
1020	Install Elec. Risers From Room # 133 to Roof	5d	08SEP98	14SEP98	X Install Elec. Risers From Room # 133 to Roof																																																
1030	Disconnect Wood Shop Power & Safe Off	4d	08SEP98	11SEP98	X Disconnect Wood Shop Power & Safe Off																																																
1035	Demo Existing Out Buildings	8d	18SEP98	29SEP98	X Demo Existing Out Buildings																																																
1056	Install Gas & Water To Roof For HVAC Units	6d	19OCT98	26OCT98	X Install Gas & Water To Roof For HVAC Units																																																
1057	Cut & Demo New Roof Top HVAC Openings	6d	19OCT98	26OCT98	X Cut & Demo New Roof Top HVAC Openings																																																
1058	Remove Existing HVAC Roof Top Units	6d	19OCT98	26OCT98	X Remove Existing HVAC Roof Top Units																																																
1059	Install Steel HVAC Support Framing	10d	30OCT98	12NOV98	X Install Steel HVAC Support Framing																																																
1060	Install Chillers on Existing Roof	8d	13NOV98	24NOV98	X Install Chillers on Existing Roof																																																
1070	Connect and Start Mechanical Equip.	3d	20NOV98	24NOV98	X Connect and Start Mechanical Equip.																																																
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1100	Demo Existing Duct North Yard	15d	03DEC98	23DEC98	X Demo Existing Duct North Yard																																																
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ROOFING EXISTING AREA																																																					
1140	Re-Roof Existing Roof Area	15d	25NOV98	16DEC98	X Re-Roof Existing Roof Area																																																
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1190	NCC Mobilize Job Offices	5d	08SEP98	14SEP98	X NCC Mobilize Job Offices																																																
1200	Layotu For Excavation	3d	12JAN99	14JAN99	X Layotu For Excavation																																																
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1220	Shoring and Underpinning of Existing Structure	20d	15JAN99	11FEB99	X Shoring and Underpinning of Existing Structure																																																

Start date	24AUG98
Finish date	10AUG00
Data date	05SEP98
Run date	01DEC98
Page number	1A

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NATURAL HISTORY MUSEUM
Ninteman Construction Company, Inc.

-  Early bar
-  Early start point
-  Early finish point
-  Progress bar
-  Critical bar
-  Summary bar
-  Start milestone point
-  Finish milestone point

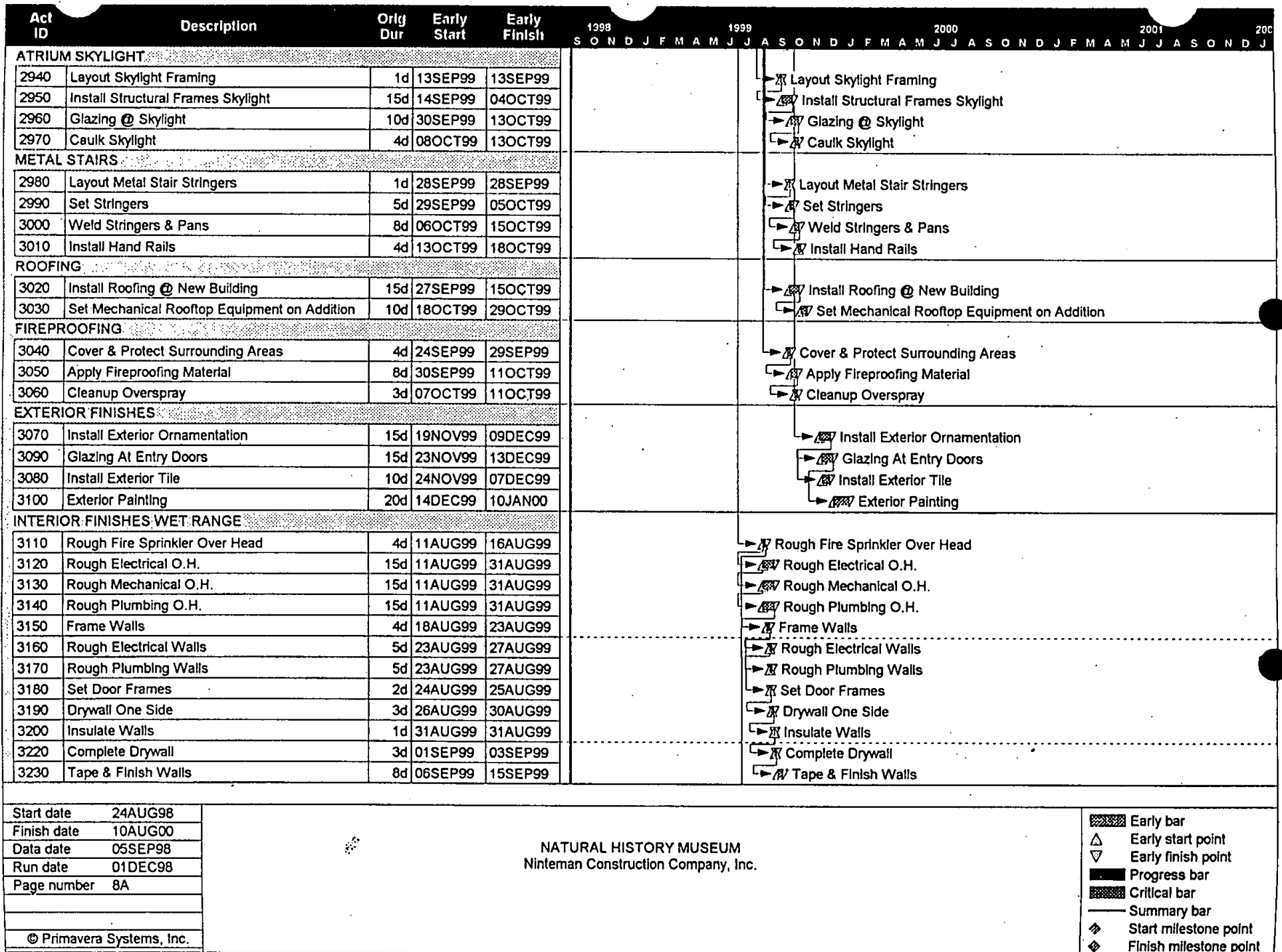


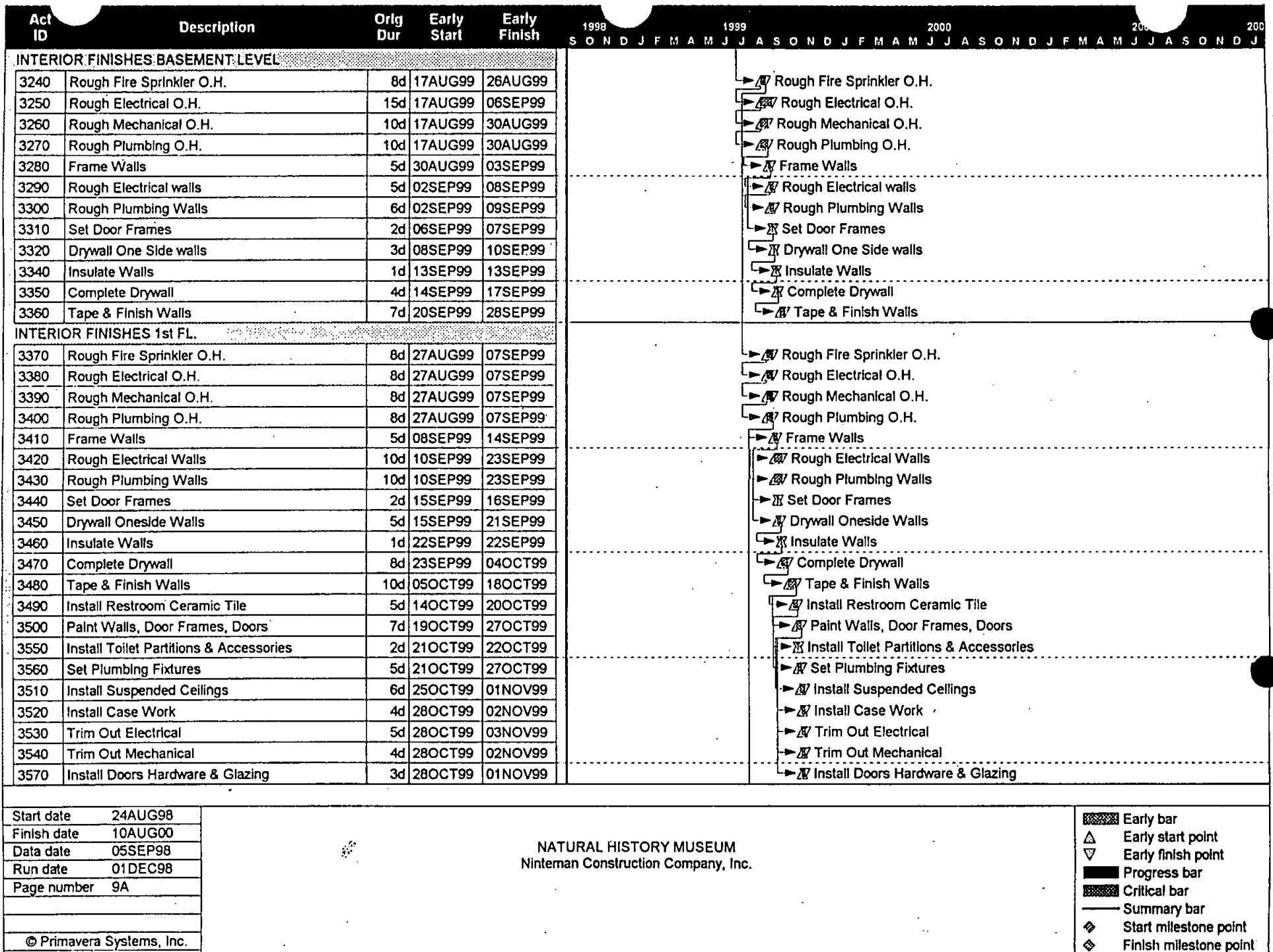
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2620	Layout Metal Decking 3rd FI	1d	26AUG99	26AUG99
2630	Install Decking 3rd FI	3d	27AUG99	31AUG99
2640	Weld Studs & Decking 3rd FI	3d	01SEP99	03SEP99
2650	Instll Blockouts & Hangers 3rd FI Deck	2d	03SEP99	06SEP99
2660	Install Rebar 3rd FI Deck	3d	03SEP99	07SEP99
2670	Install Electrical 3rd FI Decking	2d	03SEP99	06SEP99
2680	Install Plumbing Blockouts 3rd FI Deck	2d	03SEP99	06SEP99
2690	Set Screeds 3rd FI Decking	1d	07SEP99	07SEP99
2700	Pour 3rd FI Decking	1d	08SEP99	08SEP99
2710	Remove Forms & Cleanup	1d	09SEP99	09SEP99
DECK SLAB 4th FI.				
2720	Layout Metal Deck 4th FI	1d	09SEP99	09SEP99
2730	Install Metal Decking 4th FI	3d	10SEP99	14SEP99
2740	Weld Studs & Decking 4th FI	3d	14SEP99	16SEP99
2750	Install Blockouts & Hangers 4th FI Deck	2d	16SEP99	17SEP99
2760	Install Rebar 4th FI Deck	3d	17SEP99	21SEP99
2770	Install Electrical 4th FI Deck	3d	17SEP99	21SEP99
2780	Install Plumbing Stubouts 4th FI Deck	3d	17SEP99	21SEP99
2790	Set Screeds 4th FI Deck	1d	22SEP99	22SEP99
2800	City Inspection 4th FI Deck	1d	23SEP99	23SEP99
2810	Pour 4th FI Deck	1d	24SEP99	24SEP99
2820	Remove Forms & Cleanup	1d	27SEP99	27SEP99
ROOF AREA SLAB				
2830	Layout Metal Decking Roof	1d	10SEP99	10SEP99
2840	Install Metal Decking @ Roof	3d	13SEP99	15SEP99
2850	Weld Studs & Decking Roof	2d	16SEP99	17SEP99
2860	Install Blockouts & Hangers @ Roof	1d	16SEP99	16SEP99
2870	Install Rebar @ Roof Deck	3d	17SEP99	21SEP99
2880	Install Electrical Roof Deck	2d	17SEP99	20SEP99
2890	Install Plumbing Stubouts Roof Deck	2d	17SEP99	20SEP99
2900	Set Screeds Roof Deck	1d	21SEP99	21SEP99
2910	City Inspection Roof Deck	1d	22SEP99	22SEP99
2920	Pour Roof Deck	1d	23SEP99	23SEP99
2930	Remove Forms & Cleanup	1d	24SEP99	24SEP99

Start date 24AUG98
 Finish date 10AUG00
 Data date 05SEP98
 Run date 01DEC98
 Page number 7A

NATURAL HISTORY MUSEUM
 Ninteman Construction Company, Inc.

Early bar
 Early start point
 Early finish point
 Progress bar
 Critical bar
 Summary bar
 Start milestone point
 Finish milestone point





Act ID	Description	Orig Dur	Early Start	Early Finish	1998 1999 2000 2001																							
					S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
INTERIOR FINISHES ROOF																												
4210	Rough Fire Sprinkler O.H.	5d	22NOV99	26NOV99	→ 77 Rough Fire Sprinkler O.H.																							
4220	Rough Electrical O.H.	10d	22NOV99	03DEC99	→ 77 Rough Electrical O.H.																							
4230	Rough Mechanical O.H.	10d	22NOV99	03DEC99	→ 77 Rough Mechanical O.H.																							
4240	Rough Plumbing O.H.	5d	22NOV99	26NOV99	→ 77 Rough Plumbing O.H.																							
4250	Frame Walls	4d	25NOV99	30NOV99	→ 77 Frame Walls																							
4260	Rough Electrical Walls	4d	30NOV99	03DEC99	→ 77 Rough Electrical Walls																							
4270	Rough Plumbing Walls	3d	30NOV99	02DEC99	→ 77 Rough Plumbing Walls																							
4280	Set Door Frames	1d	01DEC99	01DEC99	→ 77 Set Door Frames																							
4290	Drywall Oneside Walls	3d	02DEC99	06DEC99	→ 77 Drywall Oneside Walls																							
4300	Insulate Walls	1d	07DEC99	07DEC99	→ 77 Insulate Walls																							
4310	Complete Drywall	5d	08DEC99	14DEC99	→ 77 Complete Drywall																							
4320	Tape & Finish Walls	7d	15DEC99	23DEC99	→ 77 Tape & Finish Walls																							
4330	Paint Walls, Door Frames, Doors	3d	24DEC99	28DEC99	→ 77 Paint Walls, Door Frames, Doors																							
4340	Trim Out Electrical	5d	29DEC99	04JAN00	→ 77 Trim Out Electrical																							
4350	Trim Out Mechanical	5d	29DEC99	04JAN00	→ 77 Trim Out Mechanical																							
4360	Install Door Hardware & Glazing	3d	29DEC99	31DEC99	→ 77 Install Door Hardware & Glazing																							
HANDRAILS AT ATRIUM																												
4370	Set Handrails at Atrium Balcony	10d	22FEB00	06MAR00	→ 77 Set Handrails at Atrium Balcony																							
FLOOR COVERING																												
4380	Atrium Stone Flooring	30d	22FEB00	03APR00	→ 77 Atrium Stone Flooring																							
4390	Resilient Flooring	15d	04APR00	24APR00	→ 77 Resilient Flooring																							
4400	Carpet & Base	20d	25APR00	22MAY00	→ 77 Carpet & Base																							
ELEVATOR CAB FINISHES																												
4410	Install Cab & Finishes	60d	28MAR00	19JUN00	→ 77 Install Cab & Finishes																							
PUNCH LIST																												
4420	Punch List	20d	30JUN00	28JUL00	→ 77 Punch List																							

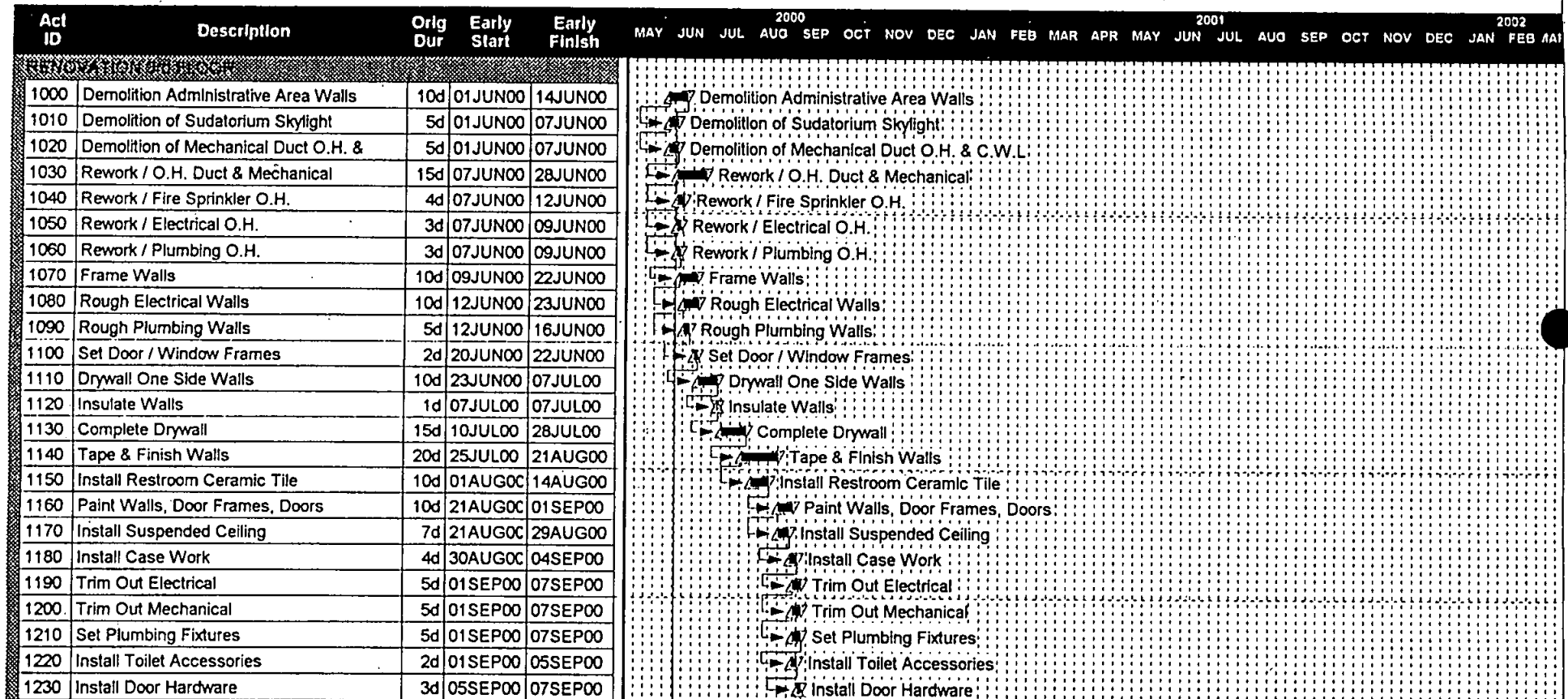
Start date 24AUG98
Finish date 10AUG00
Data date 05SEP98
Run date 01DEC98
Page number 13A

NATURAL HISTORY MUSEUM
Ninteman Construction Company, Inc.

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- Early bar
- △ Early start point
- ▽ Early finish point
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

NATURAL HISTORY MUSEUM



Start date 01MAY00
 Finish date 01MAY00
 Data date 01MAY00
 Run date 01DEC98
 Page number 1A

Preliminary Project Schedule
 THE NATURAL HISTORY MUSEUM
 Ninteman Construction Company, Inc.
 RENOVATION

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- Early bar
- Early start point
- Early finish point
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

NATURAL HISTORY MUSEUM

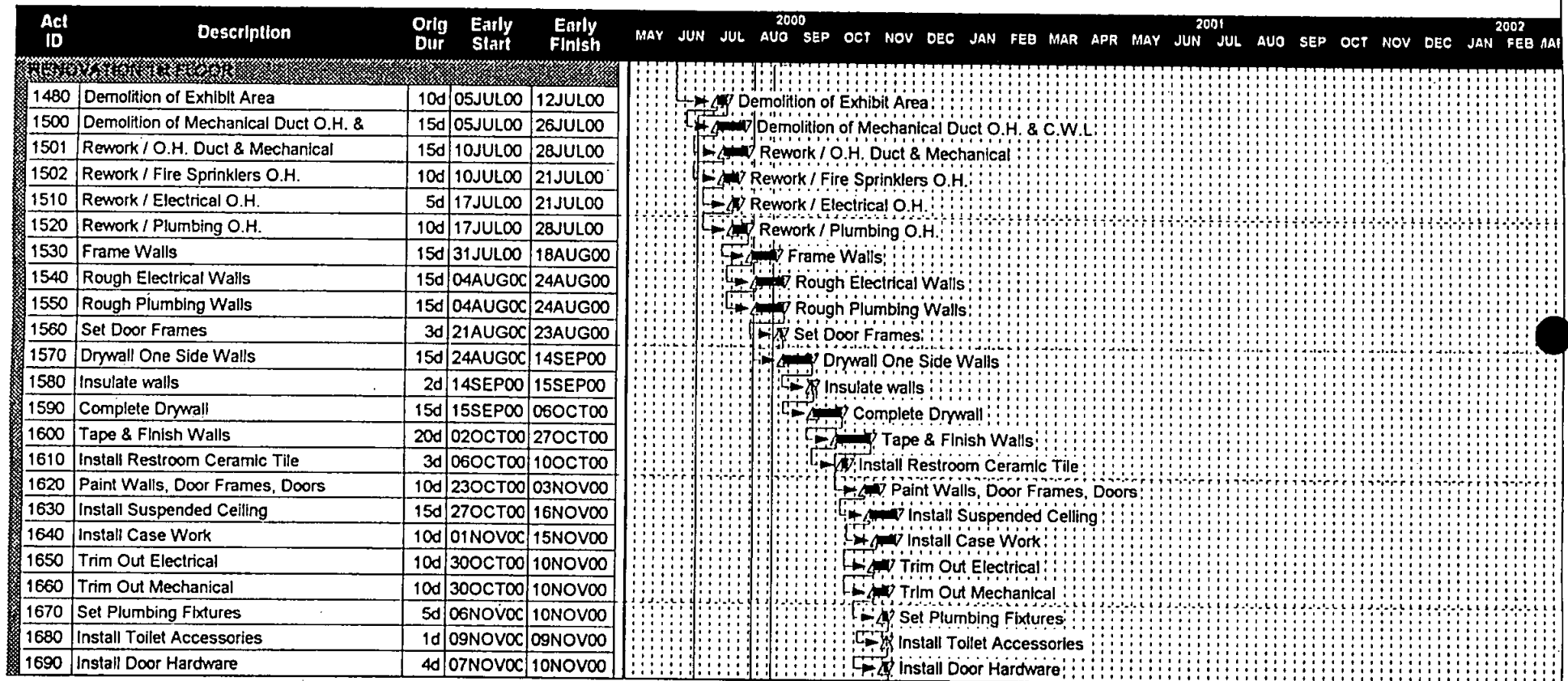
Act ID	Description	Orig Dur	Early Start	Early Finish	2000												2001					2002					
					MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
RENOVATION (BY FLOOR)																											
1240	Demolition of Administrative Walls	6d	28JUN00	05JUL00	Demolition of Administrative Walls																						
1270	Demolition of Mechanical Duct O.H. &	10d	28JUN00	11JUL00	Demolition of Mechanical Duct O.H. & C.W.L.																						
1280	Rework / O.H. Duct & Mechanical	15d	05JUL00	26JUL00	Rework / O.H. Duct & Mechanical																						
1281	Rework / Fire Sprinkler O.H.	10d	05JUL00	19JUL00	Rework / Fire Sprinkler O.H.																						
1290	Rework / Electrical O.H.	5d	05JUL00	12JUL00	Rework / Electrical O.H.																						
1300	Rework / Plumbing O.H.	5d	05JUL00	12JUL00	Rework / Plumbing O.H.																						
1310	Frame Walls	10d	10JUL00	21JUL00	Frame Walls																						
1320	Rough Electrical Walls	10d	17JUL00	21JUL00	Rough Electrical Walls																						
1330	Rough Plumbing Walls	10d	17JUL00	21JUL00	Rough Plumbing Walls																						
1340	Set Door Frames	2d	21JUL00	24JUL00	Set Door Frames																						
1350	Drywall One Side Walls	5d	25JUL00	31JUL00	Drywall One Side Walls																						
1360	Insulate Walls	1d	31JUL00	31JUL00	Insulate Walls																						
1370	Complete Drywall	8d	01AUG00	10AUG00	Complete Drywall																						
1380	Tape & Finish Walls	10d	08AUG00	21AUG00	Tape & Finish Walls																						
1400	Paint Walls, Door Frames, Doors	10d	21AUG00	01SEP00	Paint Walls, Door Frames, Doors																						
1420	Install Case Work	10d	28AUG00	08SEP00	Install Case Work																						
1430	Trim Out Electrical	5d	28AUG00	01SEP00	Trim Out Electrical																						
1440	Trim Out Mechanical	5d	28AUG00	01SEP00	Trim Out Mechanical																						
1470	Install Door Hardware	3d	04SEP00	06SEP00	Install Door Hardware																						

Start date 01MAY00
 Finish date 01MAY00
 Data date 01MAY00
 Run date 01DEC98
 Page number 2A

Preliminary Project Schedule
 THE NATURAL HISTORY MUSEUM
 Ninteman Construction Company, Inc.
 RENOVATION

-  Early bar
-  Early start point
-  Early finish point
-  Progress bar
-  Critical bar
-  Summary bar
-  Start milestone point
-  Finish milestone point

NATURAL HISTORY MUSEUM



Start date 01MAY00
 Finish date 01MAY00
 Data date 01MAY00
 Run date 01DEC98
 Page number 3A
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Preliminary Project Schedule
 THE NATURAL HISTORY MUSEUM
 Ninteman Construction Company, Inc.
 RENOVATION

[Black bar] Early bar
 [Triangle] Early start point
 [Inverted triangle] Early finish point
 [Thick black bar] Progress bar
 [Dotted bar] Critical bar
 [Thin black bar] Summary bar
 [Diamond] Start milestone point
 [Diamond] Finish milestone point

NATURAL HISTORY MUSEUM

[illegible]

Start date	01MAY00
Finish date	01MAY00
Data date	01MAY00
Run date	01DEC98
Page number	4A

Preliminary Project Schedule
THE NATURAL HISTORY MUSEUM
Ninteman Construction Company, Inc.
RENOVATION

-  Early bar
-  Early start point
-  Early finish point
-  Progress bar
-  Critical bar
-  Summary bar
-  Start milestone point
-  Finish milestone point

NATURAL HISTORY MUSEUM

Act ID	Description	Orig Dur	Early Start	Early Finish	2000												2001												2002	
					MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR			
INTERIOR COVERING																														
1910	Install Resilient Flooring 4th / 4-A Fl.	4d	07SEP00	12SEP00	☒ 1910 Install Resilient Flooring 4th / 4-A Fl.																									
1920	Install Resilient Flooring 3rd Fl.	4d	08SEP00	13SEP00	☒ 1920 Install Resilient Flooring 3rd Fl.																									
1930	Install Resilient Flooring 2nd / 2-A Fl.	4d	14SEP00	19SEP00	☒ 1930 Install Resilient Flooring 2nd / 2-A Fl.																									
1940	Install Resilient Flooring 1st Fl.	4d	13NOV00	16NOV00	☒ 1940 Install Resilient Flooring 1st Fl.																									
1950	Install Resilient Flooring Basement	4d	20SEP00	25SEP00	☒ 1950 Install Resilient Flooring Basement																									
1960	Install Resilient Flooring Wet Range	4d	26SEP00	29SEP00	☒ 1960 Install Resilient Flooring Wet Range																									
1970	Install Carpet 4th / 4-A Fl.	4d	13SEP00	18SEP00	☒ 1970 Install Carpet 4th / 4-A Fl.																									
1980	Install Carpet 3rd Fl.	4d	14SEP00	19SEP00	☒ 1980 Install Carpet 3rd Fl.																									
1990	Install Carpet 2nd / 2-A Fl.	4d	20SEP00	25SEP00	☒ 1990 Install Carpet 2nd / 2-A Fl.																									
2000	Install Carpet 1st FL	4d	17NOV00	22NOV00	☒ 2000 Install Carpet 1st FL																									
SITE WORK / LANDSCAPE																														
2010	Rework Existing Irrigation	5d	13NOV00	17NOV00	☒ 2010 Rework Existing Irrigation																									
2020	Install New Hardscape	15d	17NOV00	07DEC00	☒ 2020 Install New Hardscape																									
2030	Complete New Landscaping	25d	07DEC00	15JAN01	☒ 2030 Complete New Landscaping																									
2040	Restore / Pave Existing Parking Lot	10d	21DEC00	08JAN01	☒ 2040 Restore / Pave Existing Parking Lot																									
PUNCH LIST																														
2050	Punch Out Existing Building / New / Site	30d	22JAN01	23FEB01	☒ 2050 Punch Out Existing Building / New / Site																									
CITY / STATE FINAL INSPECTIONS																														
2060	State Elevator Final Inspection	1d	15JAN01	16JAN01	☒ 2060 State Elevator Final Inspection																									
2070	City Planning Department Inspection	1d	17JAN01	18JAN01	☒ 2070 City Planning Department Inspection																									
2080	City Engineering Department Inspection	1d	19JAN01	22JAN01	☒ 2080 City Engineering Department Inspection																									
2090	City Plumbing Department Inspection	1d	23JAN01	24JAN01	☒ 2090 City Plumbing Department Inspection																									
2100	City Electrical Department Inspection	1d	25JAN01	26JAN01	☒ 2100 City Electrical Department Inspection																									
2110	City Fire Department Inspection	1d	29JAN01	30JAN01	☒ 2110 City Fire Department Inspection																									
2120	City Building Department Final Inspection	1d	31JAN01	01FEB01	☒ 2120 City Building Department Final Inspection																									
2130	Certificate of Occupancy	1d	01FEB01	01FEB01	☒ 2130 Certificate of Occupancy																									
PROJECT COMPLETION																														
2140	Project Completion	1d	26FEB01	26FEB01	☒ 2140 Project Completion																									

Start date	01MAY00
Finish date	01MAY00
Data date	01MAY00
Run date	01DEC98
Page number	5A

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Preliminary Project Schedule
THE NATURAL HISTORY MUSEUM
Ninteman Construction Company, Inc.
RENOVATION

-  Early bar
-  Early start point
-  Early finish point
-  Progress bar
-  Critical bar
-  Summary bar
-  Start milestone point
-  Finish milestone point

Schedule of Days and Hours of Operation:

PEAK OPERATING HOURS: (Memorial Day to Labor Day)

Monday - Sunday 9:30 AM to 5:30 PM

NON-PEAK OPERATING HOURS: (Labor Day to Memorial Day)

Monday - Sunday 9:30 AM to 4:30 PM

Note: The facility is open every day of the year except New Year's day, Thanksgiving Day and Christmas Day. The above hours represent a general operating schedule; however, hours may vary from time to time for special exhibits or events.

EXHIBIT C

Schedule of Rates and Charges

CURRENT PRICE SCHEDULE:

Regular Admission

Adult: \$6.00

Senior \$5.00

Child \$3.00

Group \$2.50

Special Exhibitions:

Adult \$10.00

Senior \$ 8.00

Child \$ 4.00

Education

Group: \$ 4.00

Adult

Group \$ 8.00

EXHIBIT D

Schedule of Rates and Charges

PROPOSED PRICE SCHEDULE AFTER EXPANSION:

Regular Admission

Adult: \$8.00

Senior \$6.00

Child \$4.00

Group \$3.50

Special Exhibitions:

Adult \$10.00

Senior \$ 8.00

Child \$ 4.00

Education

Group: \$ 4.00

Adult

Group \$ 8.00

System/Area	CITY'S Responsibilities	LESSEE'S Responsibilities
Fire Suppression System / Sprinkler System	None.	All inspections and maintenance of portable and permanently installed systems and equipment.
Alarms	None.	All sensors, alarms, wiring, etc., for security and fire alarm systems, including heat, smoke, motion, intrusion etc.
Security	None.	All security, including interior and exterior locks, emergency boarding up and repair of doors and windows.
Displays and Additions	Approval of hookups and modifications of all types.	All installation, removal, and maintenance.
Elevators/Dumbwaiters	None.	All maintenance. Obtain and maintain permits, inspections, etc.
Floors/Floor Coverings	None.	All maintenance.
Windows/Glass	All glass in permanent windows and doors.	All glass in temporary partitions, displays, etc. All tinting film on windows.
Doors, Walls, Ceilings, Roof, and Metal Shades	All permanent exterior items.	All interior items and additions or modifications to existing equipment, structures, systems, displays, temporary installations, and window coverings (film, shades, blinds, drapes).
Plumbing/Electrical/HVAC	None.	All maintenance.
Custodial	None.	All, including providing paper products soap, light bulbs and tubes. Cleaning adjacent to structures.
Vandalism	All CITY-owned items and permanent exterior structures, including windows.	All interior structures, temporary installations, collections, equipment, or displays owned by LESSEE.
Paint	All exterior painting.	All interior painting.

EXHIBIT E



THE CITY OF

SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM

1010 SECOND AVENUE • SUITE 500 • SAN DIEGO, CALIFORNIA 92101

(619) 533-4464 • FAX: 533-4474

WORK FORCE REPORT

The overall objectives of the Equal Employment Opportunity Program are to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

TYPE OF CONTRACTOR: ☐ Construction ☐ Consultant ☒ Grant Recipient ☐ Lessee/Lessor
☐ Insurance Co. ☐ Financial Institution ☐ Vendor/Supplier ☐ Other

A. Name of Company: San Diego Society of Natural History

AKA/DBA: San Diego Natural History Museum

B. Address (Corporate Headquarters, where applicable): 1788 El Prado

City San Diego County San Diego State CA Zip 92101

C. Telephone Number: (619) 232-3821 FAX Number: (619) 232-0248

D. Name of Company CEO: Dr. Michael W. Hager

E. Address(es), phone and fax numbers of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ Zip: _____

Telephone Number: () _____ FAX Number: () _____

F. Type of Business: Museum Type of License: _____

G. The Company has appointed: Richard Benard

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given the authority to establish, disseminate, and enforce the equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1788 El Prado, San Diego, CA 92101

Telephone Number: (619) 232-3821 ext. 213 FAX Number: (619) 232-0248

I, the undersigned representative of

San Diego Society of Natural History

San Diego

(FIRM NAME)

CA

County

State

hereby certify that the information provided herein is true and correct. This document was executed on this day of July 23, 1998.

Richard Benard

Authorized Signature

Richard Benard

Printed or Typed Name of Signer

NAME OF FIRM:

San Diego Society of Natural History

DATE: 7/24/98

INSTRUCTIONS: For each occupational category, indicate the number of males and females in each ethnic group that are employed either full or part time company. Then, total each column in the space provided. The sum of all totals should be equal to your total work force. CONSTRUCTIONERS AND OTHER FIELD EMPLOYEES ARE TO BE INCLUDED ON PAGE 3.

The following groups are to be included in the ethnic categories listed below:

1. African-American, Black
2. Latino, Hispanic, Mexican-American, Chicano, Puerto Rican
3. Asian, Pacific Islander
4. American Indian, Native American, Eskimo
5. Filipino
6. Other: Caucasian and others not falling into one of the above categories.

SUB-TOTAL NUMBER OF EMPLOYEES REPORTED ON THIS PAGE 119

[illegible]

TOTAL FOR EACH COLUMN	1	2	4	8	1	2					45	56
-----------------------	---	---	---	---	---	---	--	--	--	--	----	----

IN THE ROW BELOW PLEASE INDICATE BY GENDER AND ETHNICITY THE NUMBER OF THE ABOVE EMPLOYEES WHICH ARE DISABLED

IN THE ROW BELOW PLEASE INDICATE BY GENDER AND ETHNICITY THE NUMBER OF THE ABOVE EMPLOYED														
	MALE	FEMALE	WHITE	BLACK	ASIAN	HISPANIC	OTHER	MALE	FEMALE	WHITE	BLACK	ASIAN	HISPANIC	OTHER
DISABLED	--	--	--	--	--	--						--	--	

NON-PROFIT ORGANIZATIONS ONLY

[illegible]

RESOLUTION NUMBER R- 291078

ADOPTED ON DEC 07 1998

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and is hereby authorized and empowered to execute, for and on behalf of the City of San Diego, a thirty-five (35) year lease agreement with THE SAN DIEGO SOCIETY OF NATURAL HISTORY, a California non-profit corporation, for development, operation, and maintenance of a natural history museum and related uses in Balboa Park, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No.

RR- 291078, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the City Manager shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

APPROVED: CASEY GWINN, City Attorney

By Lori W. Girard
Lori W. Girard
Deputy City Attorney

LWG:js
Aud.Cert:
Or.Dept:Prk&Rec
R-99-646
Form=auagr.frm

Passed and adopted by the Council of San Diego on

DEC 07 1998

by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS, McCARTY,
VARGAS, MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

SUSAN GOLDING

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(Seal)

By: Lori A. Witzel, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 291078,
passed and adopted by the Council of The City of San Diego, California on DEC 07 1998.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Lori A. Witzel, Deputy