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SAN DIEGO AERO-SPACE MUSEUM
AND
INTERNATIONAL AEROSPACE HALL OF FAME
RESTATED LEASE AGREEMENT OF 1986

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RESTATED LEASE AGREEMENT OF 1986

THIS LEASE AGREEMENT is executed by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called "City," and the SAN DIEGO AERO-SPACE MUSEUM, INC. and the INTERNATIONAL AEROSPACE HALL OF FAME, INC., California nonprofit corporations, operating jointly as a general partnership for tenancy purposes only, hereinafter called "Partners."

RECITALS

A. WHEREAS, in Balboa Park in the City of San Diego, City owns a building now known as the Aerospace Historical Center (former Ford Building), which is more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

B. WHEREAS, the Charter of the City of San Diego, Section 55, authorizes the City to execute agreements with respect to the use of recreational, cultural and educational facilities; and

C. WHEREAS, the Charter of the City of San Diego, Section 64, makes provision for the appropriation of monies for the support of institutions of an educational, scientific, historic and cultural character; and

D. WHEREAS, City recognizes that the operation and maintenance of an Aerospace Historical Center in Balboa Park by Partners will provide an invaluable asset to the City as a tourist attraction and a beneficial recreational and educational facility for the residents of the City; and

E. WHEREAS, Partners will operate exhibits in Building in the public interest, and will maintain and expand their exhibits and research material at no capital cost to the City; and

F. WHEREAS, it is in the best interest of City that Partners, being well-qualified and competent, manage and operate the premises in the manner herein set forth.

G. WHEREAS, on December 3, 1979, Partners and City entered into an agreement for the management and operation of aerospace oriented Museums in Balboa Park. The original agreement is on file in the Office of the City Clerk as Document No. RR 250735; and

H. WHEREAS, on May 31, 1983, Partners and City entered into a First Amendment to said agreement relative to the use of the premises and fee structure. The original First Amendment is on file in the Office of the City Clerk as Document No. RR-258568-1; and

I. WHEREAS, on August 12, 1985, Partners and City entered into a Second Amendment to said agreement relative to an extension of the terms of said agreement. The original Second Amendment is on file in the Office of the City Clerk as Document No. RR-263843.

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, City and Partners agree as follows:

I. CORPORATIONS AS LEGAL ENTITIES

Each corporation of Partners shall deposit with the City Manager by September 15 of each year duly certified copies of documents evidencing their existence as legal entities. Without limiting the generality of the foregoing, such documents shall include the following:

A. Articles. A copy of the Articles of Incorporation certified by the Secretary of State of the State of California, provided that if said Articles have been filed once with the City, then each Corporation shall only deposit with the City Manager any amendments to the Articles filed by that Corporation, certified by the Secretary of State.

B. Bylaws. A copy of the Bylaws of each Corporation certified to be correct by the Secretary of the Corporation, provided that if its Bylaws have been filed once with City, then that Corporation shall only deposit with the City Manager any amendments to the Bylaws of that Corporation certified to be correct by the Secretary of that Corporation.

C. Corporate Status. A certificate executed by the Secretary of State of the State of California certifying that each Corporation of Partners is authorized to transact business within the State of California.

D. Office Holders. A certificate executed by the Secretary of each Corporation evidencing the names of all persons holding an office in that Corporation, together with the terms of such offices.

E. Board Resolutions. A copy of a resolution of the Board of Directors of each Corporation, certified by its Secretary, authorizing authority to execute this agreement on behalf of that Corporation.

F. Miscellaneous. Such other records, documents or papers as may be required by the City Manager to assure that each corporation is a valid and viable organization with a continuing existence.

II. LEASED PREMISES

A. Description. City hereby leases to Partners, and Partners leases from City, those certain premises together with all appurtenances thereto, (hereinafter called the "leased premises"), situated in the City of San Diego, County of San Diego, State of California, more particularly described and illustrated in Exhibit "A," attached hereto and incorporated herein by this reference.

B. Permitted Use. Partners shall use the premises exclusively for an Aero-Space Museum and a Hall of Fame, the perpetuation of air and space activity and related purposes. Partners shall not exclude the general public

or interfere with the public's right to the use and enjoyment of Balboa Park and its facilities; provided, however, that reasonable restrictions and regulations may be made in order to operate the Museums and related activities in an orderly and proper manner.

Partners may operate a gift shop on the premises and sell to the general public non-alcoholic beverages, light refreshments, packaged food items, tobacco, novelties, and articles which primarily relate to subjects on display or activities conducted in the Museum and Hall of Fame, including, but not limited to books, periodicals and related artifacts. In addition, upon receipt of a written request, to be submitted at the beginning of each calendar year, which details the type of beverages to be sold, the time, and the conditions of sale, the City Manager may at his or her sole discretion approve the sale of selected alcoholic beverages exclusively to visitors to the Museum.

C. Obligation of Diligent Use. Partners covenant to use the leased premises for the above-specified purpose and to diligently pursue said purpose throughout the term hereof.

D. Renting of Facilities. Subject to the written approval of the City Manager, or his designated representative, which approval shall not be unreasonably withheld, Partners may rent the premises, or any part thereof, on occasions to corporations, organizations or individuals provided that such events are in keeping with uses permitted pursuant to provisions of Section IIB of this lease agreement and for purposes incidental thereto; Partners may also enter into long-term rental agreements of limited space within the premises to organizations or associations when such use is in the best interest of the Partners and consistent with Section IIB of this agreement.

Partners may charge a fee for such use. Any such usage of the premises shall be subject to the terms of this lease.

III. TERM OF AGREEMENT

A. Term. The term of this agreement shall be twenty-five (25) years commencing upon May 1, 1986, and ending on April 30, 2011.

B. Renegotiation. The provisions of this lease shall be subject to renegotiation every five (5) years during the term of the lease, including any extensions thereof. These renegotiation opportunities shall be referred to as "renegotiation intervals." Renegotiation shall be initiated upon written notice given by City or Partners to the other not less than one (1) year prior to the particular renegotiation interval. Renegotiation shall be directed solely toward effecting alterations in the terms and conditions of this lease to reflect any significant changes which occurred during the preceding interim period and shall not operate to increase the consideration, terminate the lease or shorten the term thereof.

C. Option to Renew. City hereby grants to Partners an option to renew this lease for an additional period of twenty-five (25) years upon the expiration of the term of this lease. Said renewal shall be made on the same terms, covenants, and conditions as expressed herein and subject to the same exceptions and reservations as herein contained.

This option shall be exercised only by written notice, duly given and delivered in accordance with Paragraph 10 of Section IVC, setting forth Partners' election to exercise said option. Said notice of Partners' exercise of this option to renew shall be given no more than one hundred eighty (180) days and no less than one hundred fifty (150) days prior to expiration of the term hereof.

IV. CONSIDERATION

In consideration of City granting Partners this lease, Partners agree to operate, for the public benefit, an Aero-Space Museum and Aerospace Hall of Fame and related services under the terms covenants and conditions contained herein. Said Museum and Hall of Fame shall be open to the general public a minimum of six (6) days per week, including weekends but excluding legal holidays.

A board of Directors or Trustees shall be elected by Partners to operate and manage each Partners' interest in the Premises. A Joint Executive Council, consisting of six officers of each Partner and the Executive Directors of each Partner shall delineate joint and exclusive areas of responsibility, and shall provide for the development and efficient management and operation of it's portion of the Building. Any disputes between the two partners arising from the internal management of the Building shall be arbitrated by the Joint Executive Council. Said Council shall operate under the terms and conditions of "Memorandum of Agreement No. 1", identified as Exhibit "B" attached hereto and incorporated herein by this reference.

V. COVENANTS AND CONDITIONS

A. Covenants by City.

1. Quiet Possession. City expressly agrees that Partners, upon fulfilling their obligations and performing all of the covenants and agreements, shall and may, at all times during the term hereof, peaceably and quietly have, hold and enjoy the leased premises.

2. City Funds. During the term of this agreement, City shall provide funds to help defray the cost of operation of the premises and each Corporation of this partnership in amounts to be determined annually by the City Council. This agreement and the occupation of the premises

by the Corporations do not obligate City to perform any work or repairs or to expend any monies whatsoever except to the extent that monies may be appropriated by the City Council.

3. Payments. Funds provided to each Corporation of the partnership by City for the operation of the premises and the Corporations shall be paid to each Corporation in twelve (12) equal monthly installments during each fiscal year.

B. Covenants by Partners.

1. Operation of the Museum and Hall of Fame.

a. City Policy. The policies established by Partners for the operation of the premises shall conform to the general policies established by City for the use and operation of its cultural and educational facilities.

b. Board of Directors. A Board of Directors (the "Board") shall be elected by each Corporation of Partners. The activities and affairs of each Corporation, and the Museum and Hall of Fame shall be conducted and all corporate powers shall be exercised by or under the direction of the respective Boards. The Boards may, however, hire an officer to act as the general manager and chief executive officer of each Corporation and who shall be authorized by the Boards to handle the day-to-day affairs and business of each Corporation.

2. Admission Fees. Partners shall have the right to charge reasonable admission fees; however, at least one day per month shall be designated by Partners as a day when no fees for general admission shall be charged, except for special showings, exhibitions and events within the Museum and Hall of Fame. The schedule of admission fees, including

admission fees for special showings, exhibitions and events within the Aero-Space Museum and Hall of Fame, shall be subject to prior approval by the City Manager or his or her authorized representative.

3. 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, demonstration and guard services, materials and personnel engaged in preparing Museum exhibits for public display, the continuing maintenance of such public exhibits in proper condition and such research as may be necessary to prepare exhibits for 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. The Corporations shall not use, directly or indirectly, any of the funds received from City under this agreement for any political or religious activities whatsoever.

4. Use of Proceeds. Partners agree that all income and proceeds received by Partners from the operation of the leased premises, the gift shop and facility rental, shall be utilized for purposes of the continued operation, maintenance and improvement of the leased premises and for purposes incidental thereto. Certification of Partners' compliance with the requirements of this section shall be specifically set forth in Partners' audited financial statements as provided for in Section VB, Paragraph 5, hereof.

5. Annual Report. On or before September 15th of each year of this agreement, Partners shall submit to the City Manager a financial

report, certified by an independent certified public accountant for the previous fiscal year of Partners. 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 of City. The final report shall be within ninety (90) days of the expiration date of this agreement, and shall cover the period between the last report and the said expiration date.

6. Financial Records. Partners 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 Partners' 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 Partners until an audit of Partners' records is conducted by City, or until a period of three (3) years has elapsed, whichever occurs first.

7. Accounting Procedures. Partners shall use such accounting procedures as shall be recommended or approved by City. Revisions or changes in Partners' accounting procedures shall be approved by City's Auditor and Comptroller.

8. Inspection of Records and Audit. All books, statements, documents, records and financial data of Partners 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 Partners, or demand and receive from Partners the results of a complete audit as conducted by a certified public accountant

in the event that (i) Partners' executive director, or other managing agent, resigns, retires or is discharged; (ii) a majority in the membership of Partners' Board of Directors changes; or (iii) the purposes for which Partnership was created are materially or substantially changed.

9. Proposed Budget. Corporation shall have deposited with the City Manager by November 20 of each year copies of documents evidencing the proposed programs and financial status of Partners for the year for which support is required. Without limiting the generality of the foregoing, such documents shall include (i) a copy of Partners' proposed programs, and (ii) a copy of a detailed operating budget showing expected sources of revenue and the nature of all proposed expenditures.

10. Activities and Inventory. Partners shall submit to the City Manager at the close of each fiscal year (i) a report of Partners' activities, and if requested by the City Manager, (ii) an inventory of furnishings and other property of City which are in the custody of Partners, in a form reasonably required by and satisfactory to City.

11. Personnel. All personnel provided for in the annual budget for operating the premises shall be employed by and be the employees of Partners. Said personnel shall not be subject in any way to the control of City, except as provided in Paragraph 12 of Section VB below.

12. Compliance with Law. Except for cases where compliance shall involve or require structural alterations, changes or modifications to the premises, which shall be effected at the cost and expense of the City, subject to budgetary constraints, Partners agree to and shall, at their sole cost and expense, comply and secure compliance with all the requirements of all municipal, state, county and federal authorities now

in force, or which may hereafter be in force, pertaining to the said premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the premises, all municipal ordinances and state and federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Partners or any sublessee or permittee in any action or proceeding against them or any of them, whether City be a party thereto or not, that Partners, sublessee or permittee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between City and Partners.

13. Equal Opportunity. Partners agree to and shall take affirmative action to improve employment opportunities of minorities and women. Partners agree to abide by the City's Equal Opportunity Program for Lessees as it now or hereafter exists. A copy of the program, effective as the date of this agreement, is on file in the Office of the City Clerk RR-262633 and by this reference is incorporated herein. Minority is defined as a Black, Hispanic, American Indian, Asian-Pacific Islander, or Filipino. The goal of this program shall be the attainment of the employment of minorities and women in all areas of employment in a total percentage of employment approximately equal to the total level of minority and women employment as established by the City for its Equal Opportunity Program each year.

14. Nondiscrimination. Partners agree to and shall not discriminate in any manner against any person or persons on account of age, race, marital status, sex, religious creed, color, ancestry, national origin, physical handicap or medical condition in Partners' 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.

15. Risks. Partners agree to and shall not use, or permit the leased premises, or any part thereof, to be used, in any manner or for any purpose, other than the purpose set forth above. Unless included within the said purpose or necessarily incident thereto, no use shall be made or permitted to be made of the leased premises, nor acts done, which will increase the existing rate of insurance upon the building or buildings, belonging to City located on the leased premises or cause a cancellation of any insurance policy covering said building or buildings, or any part thereof, nor shall any article which may be prohibited by the standard form of fire insurance policy be or be permitted to be kept, held, stored, used, or sold in or about the leased premises. Partners shall, at Partners' sole cost and expense, comply with any and all requirements, pertaining to the leased premises, of any insurance organization or company, necessary for the continued maintenance of reasonable fire, public liability, and property damage insurance, covering said buildings and appurtenances.

If the operation under this Agreement results in an increased (or decreased) risk in the opinion of the City Manager, then Partners agree that the minimum limits hereinafter designated shall be changed accordingly upon request by the City Manager. A compliance certificate will be issued by the City Manager upon the effective date of this lease.

16. Insurance. Partners shall take out and maintain at all times during the term of this lease the following insurance at their sole expense:

a. Public Liability and Property Damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) COMBINED SINGLE LIMIT LIABILITY with an Occurrence claims forms. 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 Partners or by authorized representatives of City or Partners, on or in connection with the use of operation of the premises.

b. Fire, Extended Coverage and Vandalism. The leased premises and City property shall be insured for fire loss by inclusion within the City's umbrella policy for all City buildings. All contents, other than City property, shall be insured by the Partners, at Partners' expense.

c. Conditions. All insurance policies will name the City as an additional insured, protect the City against any legal costs in defending claims and will not terminate without thirty (30) days prior written notice to the City. All insurance companies must be satisfactory to the City and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises and full applicable Fire Insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with City during the entire term of the lease. At least thirty (30) days prior to the expiration of each

policy, Partners shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.

d. Modification. City, at its discretion, may require the revision of amounts and coverages at any time during the term by giving Partners thirty (30) 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. Partners also agree to acquire any additional insurance required by City for new improvements, in order to meet the requirements of this lease.

e. Accident Reports. Partners 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 should 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.

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

Notwithstanding the preceding provisions of this subsection f., if Partners fail or refuse to take out or maintain insurance as required in this lease, or fail to provide the proof of insurance, City has the right to declare this lease in default without further notice to Partners and City shall be entitled to exercise all legal remedies in the event of such default.

17. Indemnification. Partners at all times shall defend, relieve, indemnify, protect and save City and any and all of its boards, officers, agents and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including, but not limited to, expenses incurred in legal actions, death, injury or damage that may be caused directly or indirectly by:

a. Any unsafe or defective condition in or on the premises of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises,

b. Any operation, use or occupation conducted on the premises,

c. Any act, omission or negligence on the part of Partners, their employees, agents, sublessees, invitees, licensees, or

d. Any failure by Partners to comply or secure compliance with any of the lease terms or conditions.

18. Surrender of Premises. Partners agree to and shall use ordinary care for the preservation in safety and in good condition of the leased premises and the improvements constructed thereon, and shall, on expiration or sooner termination of the term hereof, surrender the

property, with improvements, to City in good condition, reasonable wear and tear excepted.

19. Improvements, Repairs and Alterations. Partners shall not make any alterations or changes in the leased premises, or cause to be made, built or installed thereupon, any improvements and shall not alter any existing improvements; except in accordance with plans and specifications previously submitted to the City Manager of said City and approved, in writing, by him or her. Such improvements will be consistent with the Historical Designation and Park Character, and uses of the leased premises and adjacent areas. Partners agree to take good care of the leased premises, fixtures and appurtenances, and of all alterations, additions and improvements to any of them, and to perform janitorial services within the premises and to keep the said premises in a safe, clean and sanitary condition at all times. Interior decoration and alterations for the accommodation of Partners shall be the responsibility of Partners. By entry hereunder, Partners accept the premises as being in good and sanitary order, condition and repair, and agree on the last day of the term or sooner termination of this lease to surrender to City the premises with improvements in the same condition as when received or as they may have been put into, reasonable wear and tear excepted.

20. Removal of Improvements. City agrees that all trade fixtures installed by Partners in accordance with the provisions herein provided, shall be and remain the property of Partners, and Partners agree that all improvements of a permanent nature, including heating system, air conditioning plant, and plumbing shall be and remain the property of City. Partners shall have the right to remove, at Partners' expense, such fixtures and improvements belonging to Partners, prior to expiration

or sooner termination of this lease, at Partners' own expense, provided that any damage to City's property or improvements shall be repaired and the premises left in good order and condition. In the event Partners do not so remove said fixtures and improvements prior to the expiration of this lease, City may remove, or sell, or destroy the same at the expense of Partners, and Partners shall pay to City the reasonable cost of any such removal, sale or destruction, together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of City, any property, real or personal, not so removed by Partners may be deemed abandoned.

21. Labor and Materialmen's Bond. Partners will save City free and harmless, defend and indemnify it against all claims and liability caused by actions of Partners, for labor and materials in connection with improvements, repair or alterations to the leased premises, and the cost of defending against such claims, including reasonable attorney's fees.

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

but with interest reserved to Partners, on terms and conditions approved by the City Attorney.

In the event that a lien is recorded under the California Code of Civil Procedure against the leased premises and the lien holder attempts to perfect such lien by a lawsuit and the Partners have failed to comply with the requirements of this paragraph, this lease shall at City's option terminate five (5) days after service of summons in such lawsuit upon the City; provided, however, that the City Manager shall have the right to continue this lease in full force and effect by notifying the Partners in writing of his or her election to do so.

22. Maintenance. Partners agree to assume responsibility for the operation of said premises. Maintenance of improvements within the leasehold will be the joint responsibility of City and Partners as follows:

a. Building and Structural Improvements. Partners agree to perform all routine maintenance of the interior of structures and janitorial maintenance of the leased premises including those adjacent areas for which the Partners have the nonexclusive right to use, throughout the term hereof without expense to City unless otherwise specified herein, and to perform all repairs and replacements necessary to such maintenance and to preserve said premises in a decent, safe, healthy and sanitary condition in a manner satisfactory to City and in compliance with all applicable laws. City agrees to perform basic building maintenance, including

painting thereof on permanent and structural features, exterior walls, roofs, and external structures. A detailed division of these maintenance services between City and Partners is described in Exhibit "C" attached hereto, and made a part hereof by this reference. City and Partners may choose to provide some of their maintenance responsibility by contract with a third party and where mutually agreeable, may merge the responsibilities of each party into a single contract with costs to be prorated as appropriate. All building maintenance done by Partners shall be done by qualified journeypeople in their respective trades.

The Partners shall be responsible for any new installation and maintenance of any improvements, alterations or additions to the facilities by and for the use or convenience of Partners.

b. Landscape Improvements. The City shall maintain and preserve the existing turf, trees, shrubbery and other landscaping on the exterior of the building at a level consistent with maintenance provided adjacent public park areas. Any increase in level of maintenance which is desired solely by the Partners, including the installation of any special seasonal plantings, will be provided solely at the Partners' expense. It is understood that should Partners wish to significantly alter the existing landscaping on the exterior of the building, and that such alterations increase the level of maintenance required, the City may, at its sole option, transfer all or part of the responsibility for landscape maintenance in these areas to the Partners with thirty (30) days written notice.

Maintenance of landscaping within the premises, including the patio or other areas where free public access is restricted, will be the sole responsibility of the Partners.

Partners agree that City shall not be required to perform any maintenance, repairs, or services or provide improvements or to assume any expense not specifically assumed herein in connection with said premises. Partners further agree that City services, as described herein, shall be provided to the extent that provision has been made, therefore, in the schedule upon which the annual City appropriation for maintenance of public buildings is based.

23. Waste, Damage or Destruction of Premises. Partners shall give prompt notice to City of any damage to the leased premises within ten (10) days of such damage occurring. Partners shall not commit or suffer to be committed any waste or injury, or any public or private nuisance. Partners shall keep the premises clean and clear of refuse and obstructions; and shall dispose of all garbage, trash, and rubbish in a manner satisfactory to City.

If the leased premises are damaged in whole or in part by any cause, excluding fire or other insured risk, so as to render the premises untenable or unfit for the use or purpose for which the same are hereby let and said damages are repairable within a reasonable time in the opinion of the City Manager, City may elect to repair said damages so as to restore said premises to a condition which is tenantable and fit for the said uses and purposes.

If in the assessment of the City Manager the cost of repair is too great or the repairs cannot be accomplished within a reasonable period of time, the City shall notify the Partners and the Partners shall have a

reasonable period of time through their representatives to meet with representatives of the City to determine whether the Partners and City can work out a mutually acceptable program for accomplishing and financing any such repairs and reconstruction.

If the City has not elected to make repairs and following discussions the City and the Partners have not mutually agreed upon a proposal to accomplish and finance such repair, then either party hereto may terminate this lease upon written notice to the other party.

The City shall have no obligation to repair, replace or renew any fixtures, equipment, improvements or property belonging to Partners which have been damaged or destroyed as a result of an event causing damage to or destruction of the premises.

In the event the leased premises are damaged in whole or in part by fire or any other insured risk, City shall be obligated to apply the proceeds of any such insurance to the repair or reconstruction of the leased premises, provided that Partners elect to join in such repair or reconstruction and to be responsible for the cost thereof in excess of the amount of any said insurance proceeds as are payable to City. Upon receipt of notice of the amount of said insurance proceeds, City shall thereupon give Partners written notice of the amount thereof, and Partners shall notify City within fourteen (14) days of the receipt thereof of its intentions as to such repairs or reconstruction.

24. Disputes. Partners agree to initially refer all disputes as to the interpretation of this lease, or the right and duties of the parties hereto, to the City Manager. Nothing herein contained shall be considered to be derogation of any rights whatsoever which either party hereto has, or shall have, under any applicable charters, laws,

ordinances, regulations or judicial or administrative decisions or ruling of the State of California or the City of San Diego.

25. Taxes. Partners recognize and understand that this lease may create a possessory interest subject to property taxation and that the Partners will be subject to the payment of property taxes levied on such interest. As further consideration for the execution of this lease, Partners agree to pay and discharge, before delinquency, all taxes, assessments and fees assessed or levied upon Partners or the leased premises during the term of this lease.

26. Utilities. Except for such installations of utilities as City herein expressly agrees to provide, Partners shall order, obtain and pay for all utilities, and service and installation charges in connection therewith. All utilities installed by Partners shall be installed underground.

27. Signs. All exterior signing and other identification of the premises shall be subject to approval of the City.

28. City Use of Facilities. Partners shall make the premises available for City use for special events on a not to interfere basis or interruption of the daily or special operations of the Museum and Hall of Fame when requested by City in writing not less than ten (10) days before each such event. Said use shall be at no cost to City except for actual expense incurred by Partners in connection with the event.

C. Restrictive Conditions.

1. Ownership of Property. At all times during the term of this lease agreement, the leased premises, including the improvements required by Section IV B., shall be the absolute property of City. Title of all exhibit and research material, except that on loan, shall be retained by

Partners. Title to any equipment loaned or furnished by City shall be retained by City, and title to all other personal property owned by Partners shall be retained by Partners.

2. Entry and Inspection. City reserves and shall always have the right to enter the leased 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 Partners, to have any necessary maintenance work done for and at the expense of Partners and Partners hereby agree to pay within thirty (30) days of receipt of an invoice from City 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 Partners 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 amount adequate in the opinion of City to correct the said unsatisfactory condition. Partners shall pay the cost of said bond. The rights in this section shall not create any obligations on City or increase obligations elsewhere in this lease imposed on City.

3. Right to Assign and Sublet. Subject to the provisions of Section IID hereof, Partners shall not assign this lease, or any interest therein, and shall not sublet the leased premises, or any part thereof,

or any right or privilege appurtenant thereto, nor suffer any other person (the agents, officers and employees of City excepted) to occupy or use the leased premises, except as consistent with the purpose of this agreement, without the express, prior written consent of the City Council. A consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such subsequent 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 Partners, by operation of law, without the prior written consent of the City Council.

4. Reservation for City Use. City hereby reserves all rights, title and interest in any and all gas, oil, minerals and water, upon or beneath said leased premises. City shall have the right to enter said leased premises for purpose of drilling, operating and maintaining such installations as are necessary or desirable for the development of said gas, oil, mineral and water rights or for making repairs to or developing the municipal services of City; provided, however, that Partners' use of the premises shall not be substantially interfered with or interrupted. City hereby reserves the right to grant and use such easements or establish and use such rights-of-way over, under, along and across said leased premises for utilities, thoroughfares, or access as it may deem advisable for the public good.

5. Encumbrance. Subject to prior consent by the City, which shall not be unreasonably withheld, Partners may encumber this lease, its leasehold estate and its improvements thereon by deed of trust, mortgage,

chattel mortgage or other security instrument to assure the payment of a promissory note or notes of the Partners, upon the express condition that the proceeds of each loan or loans be devoted exclusively to the purpose of developing the leased premises; however, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: offsite improvements for service of the premises; onsite improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by City; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon, must first have the approval in writing of City Manager. Such subsequent encumbrance shall also be for the exclusive purpose of development of the premises. The City Manager shall have the sole and absolute discretion to approve or disapprove any such proposed subsequent encumbrance.

In the event any such approved deed of trust or mortgage or other security type instrument should at any time be in default and be foreclosed, or transferred in lieu of foreclosure the City will accept the approved mortgages or beneficiary thereof as its new tenant under this lease with all the rights, privileges and duties granted and imposed in this lease.

Any default, foreclosure or sale pursuant to said deed of trust, mortgage or other security instrument, shall be invalid with respect to this lease without prior notice thereof to and approved by City. Upon prior approval by City, said mortgagee or beneficiary may assign this

lease to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of City. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants or conditions hereof.

City agrees, at any time or from time to time during the term hereof within ten (10) days after request therefor, by Partners, to deliver a certificate in recordable form to Partners, or to any proposed mortgagee, trust deed beneficiary or assignee, certifying if that in fact be the case this lease is in full force and effect and that there are no defenses, defaults, or offsets thereto, or otherwise stating those claimed by City.

6. Time is of the Essence. Time is of the essence of each and term and provision of this lease and this lease shall inure to the benefit of and be binding upon the parties hereto and any successors of Partners as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this lease shall extend to and bind any assigns or sublessees of Partners.

7. Waiver. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of consideration hereunder by City shall not be a waiver of any preceding breach by Partners of any term, covenant, or condition of this lease, nor shall any failure on the part of City to require or exact full and complete compliance with any of the covenants, conditions or agreements of this lease be construed as in any manner

changing the terms hereof or to stop City from enforcing the full provisions hereof, nor shall the terms of this lease be changed or altered in any manner whatsoever other than by written agreement of City and Partners.

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

9. Remedies of City. In the event (a) that Partners shall default in the performance of fulfillment of any covenant or condition herein contained on Partners' part to be performed or fulfilled shall fail to cure such default within thirty (30) days following the service on Partners of a written notice from City specifying the default or defaults complained of and the date on which Partners' rights hereunder will be terminated as hereinafter provided if such default or defaults is or are not cured, or (b) that Partners shall file a voluntary petition in bankruptcy, or (c) that Partners shall be adjudicated a bankrupt, or (d) that Partners shall make a general assignment for the benefit of creditors, then and in either or any of the said events, City may, at its option, without further notice or demand upon Partners or upon any person or persons claiming by, through or under Partners, immediately cancel and terminate this lease and terminate each, every and all of the rights of Partners and of any and all persons claiming by, through or under Partners in or to the leased premises and in or to the further possession thereof and may thereupon enter into and upon the leased premises and to repossess the same and expel Partners any and all persons claiming by,

through or under Partners. The rights and remedies of City as hereinabove set forth, are cumulative only and shall in no wise be deemed to limit any of the other provisions of this lease or otherwise to deny to City any right or remedy at law or in equity which City may have or assert against Partners under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of City, as hereinabove set forth, shall supplement or be in addition to or in aid of the other provisions of this lease and of any right or remedy at law or in equity which City may have against said Partners.

10. Holding Over. The occupancy of the leased premises after the expiration of the term of this agreement shall be construed to be a tenancy from month to month, and all other terms and conditions of this agreement shall continue in full force and effect.

11. Administration and Notice. Control and administration of this lease is under the jurisdiction of the City Manager of the City of San Diego and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this lease or by law to be given or served upon City may be given or served by letter deposited in the United States mails, postage prepaid, and addressed to the City Manager, City of San Diego, Attention Park and Recreation Director, 202 "C" Street, San Diego, California 92101, or at such other address as the City Manager, in writing, specifies. Any notice or notices provided for by this lease or by law to be given or served upon Partners may be given or served by depositing in the United States mails, postage prepaid, a letter addressed to said Partners whose address is 2001 Pan American Plaza, Balboa Park, San Diego, California 92101, or at such other address of which the City has received written notice, or may

be personally served upon said Partners (or any one of them), or any person hereafter authorized by Partners to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

12. Political Activities. As provided in the "authorized uses" provision of this lease agreement, the premises shall be used exclusively for the purposes specified. The premises shall not be utilized for the purpose of working or campaigning for the nomination or election to any public office be it partisan or nonpartisan. Provided, however, that the Partners shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.

13. Promotional Activities. The premises and/or the displays, while located in Balboa Park, shall not be utilized to promote individuals, activities and/or enterprises without the specific written approval of the City Manager or his or her designated representative. This section will not act to prohibit the promotion of the Aero-Space Museum and/or Hall of Fame; their displays, or a tasteful acknowledgment of donors and/or sponsors which is consistent with park character and setting. Printed promotional material shall feature the Museum and Hall of Fame, the collection and activities, may include reasonable acknowledgment of donors and sponsors and may include limited advertisement of activities at other locations that are consistent with the stated purpose of this agreement.

14. Public Access. The general public shall not be wholly or permanently excluded from these premises or any portion thereof. Partners may develop reasonable restrictions for the use of the facility provided that they are consistent with the rights of the general public, and are designed to enable Partners to use the premises for the purposes herein granted. Partners shall open premises to the public during normal operating hours.

VI. ENTIRE UNDERSTANDING

Upon approval of City Council of City, this agreement will constitute the full and complete understanding between the parties with respect to the matters covered herein. All other agreements are null and void.

IN WITNESS WHEREOF, this restated lease agreement is executed by the City, acting by and through its City Manager, pursuant to Resolution No. **R-266416**, authorizing such execution, and the Partners have caused this lease agreement to be executed, and its corporate name and seal to be affixed by the proper officers.

Dated this 18th day of August, 1986.

THE CITY OF SAN DIEGO

By George [Signature]
City Manager

ASSISTANT TO THE

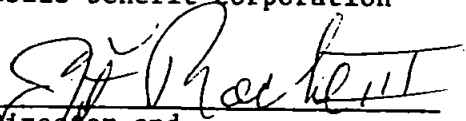
SAN DIEGO AERO-SPACE MUSEUM, INC.
a public benefit corporation

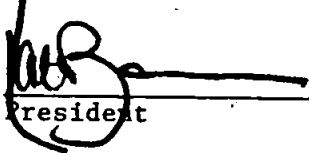
By Samuel [Signature]
Director and
Chief Executive Officer

and William T. [Signature]
President

R-266416

INTERNATIONAL AEROSPACE
HALL OF FAME, INC.
a public benefit corporation

By 
Director and
Chief Executive Officer

and 
President

APPROVED as to form and legality this 1 day of Sept, 1986.

JOHN W. WITT, City Attorney

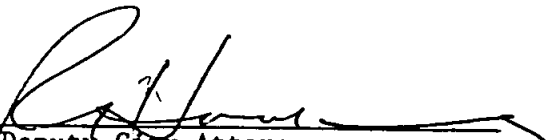
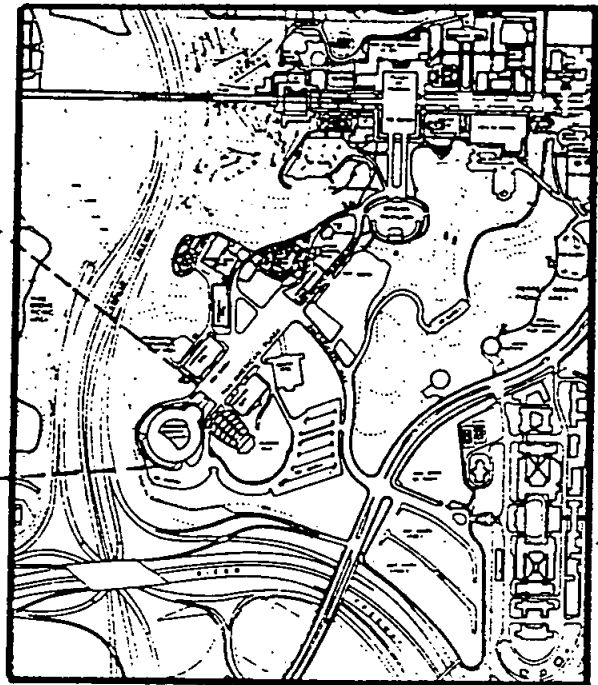
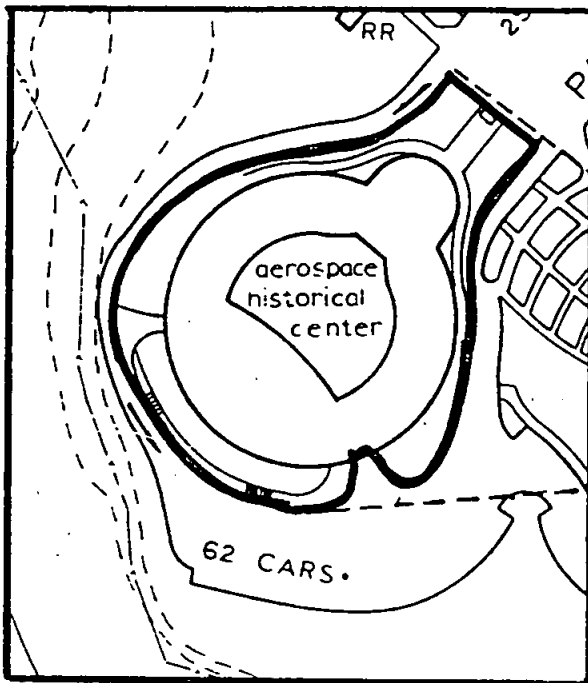
By 
Deputy City Attorney

EXHIBIT "A"

Description of Premises

SAN DIEGO AERO-SPACE MUSEUM
and
INTERNATIONAL AEROSPACE HALL OF FAME
RESTATED LEASE AGREEMENT OF 1986



Detail (scale 1" = 100')

Location Map

The leased premises include all land and improvements within the perimeter roads and adjacent parking lots as delineated in red above.

MEMORANDUM OF AGREEMENT NO. 1

THE SAN DIEGO AERO-SPACE MUSEUM & INTERNATIONAL AEROSPACE HALL OF FAME

JOINT EXECUTIVE COUNCIL

ARTICLE I: NAME

- Section 1. This organization shall be known as the San Diego Aero-Space Museum and International Aerospace Hall of Fame Joint Executive Council.
(To be referred to as the Joint Executive Council).
Short title: JXCON

ARTICLE II: PURPOSE

- Section 1. To provide for the development and efficient management and operation of the Aerospace Historical Center.
- Section 2. To delineate joint and exclusive areas of responsibility.
- Section 3. To execute and act as executive agency for the Joint Lease of the Aerospace Historical Center with the City of San Diego.

ARTICLE III: JOINT EXECUTIVE COUNCIL

- Section 1. The Joint Executive Council shall consist of six currently serving officers, and the Executive Director of each organization.
- Section 2. A quorum consists of at least three representatives from each organization, and each representative is vested with one vote.

ARTICLE IV: MEETINGS

- Section 1. Members of the Joint Executive Council will meet as required to review and act on such agenda as may be brought before it. Normally agenda items will be submitted at least with 7 days notice.
- Section 2. In the normal course of business, the Executive Directors, acting in concert, will schedule meetings as necessary to resolve issues requiring joint policy decision. Agenda will be furnished each JXCON member seven days prior to meeting.
- Section 3. A meeting chairman will generally rotate between organizations.
- Section 4. Secretarial service shall be provided by the Executive Directors.
- Section 5. Robert's Rules of Order shall govern the conduct of all meetings except as otherwise provided herein.
- Section 6. A simple majority vote shall normally be expected to act on agenda items.

ARTICLE V: AMENDMENTS

Section 1. This Memorandum of Agreement may be amended or revised by a majority vote of the members.

ARTICLE VI: ADOPTION

Section 1. This Memorandum shall be ratified by the sponsoring Boards of Directors.

A handwritten signature in dark ink, appearing to read "Edwin L. ...", is written over a horizontal line.
For
SAN DIEGO AERO-SPACE MUSEUM, INC.

A handwritten signature in dark ink, appearing to read "J. H. ...", is written over a horizontal line.
For
INTERNATIONAL AEROSPACE HALL OF FAME

EXHIBIT "C"

LEASE AGREEMENT
AEROSPACE MUSEUM
MAINTENANCE REPAIRS

<u>System/Area</u>	<u>City's Responsibilities</u>	<u>Tenant Responsibilities</u>
Electrical/Lighting and Power	Wiring, conduit, breakers, light fixtures (as a complete item). All permanent exterior lighting including courtyard fountain lighting and lamps, security lights and safety fixed lights. EXCLUDES decorative or movable lights used in outdoor displays.	Troubleshoot to identify problem as feasible. Replace switch and outlet plates, fixture lenses and bulbs, ballasts and tubes.
Emergency Electrical System and Lighting	Central circuit. Repair parts and/or system wiring, conduit, generator, fixtures, controls, battery replacement, etc. Periodic operational check-out.	All specialized exhibit lighting and service, including decorative or moveable lights used in outdoor displays.
Heating, Ventilation and Air Conditioning System, including Solar System, Pumps and Boilers	All equipment, controls, filters, water treatment, etc.	Preventive maintenance of batteries. Check generator and emergency lighting system weekly.
Plumbing, Sewers and Water	All pipes, valves, and plumbing fixtures, including courtyard fountain plumbing, hot water heaters, etc., in the water service including courtyard fountain plumbing, system EXCLUDING leaky faucets. All waste and vent systems, roof drains, etc., including pipe replacement. EXCLUDING the clearing of blockages.	Check and observe daily. Identify and report problems to the City and maintain operational log.
Fire Suppression System	All maintenance of the permanently installed system for the protection of the building.	Check and observe daily. Identify and report problems to the City. Clean leaves and other debris from roof drains. Clear sewer stoppages and repair leaky faucets.

Alarms	None.	All sensors, alarms, wiring, etc., for security and fire alarm system. Including heat, smoke, motion, intrusion systems. Smoke.
<u>System/Area</u>	<u>City's Responsibilities</u>	<u>Tenant Responsibilities</u>
Security	Exterior building envelope including aid in emergency situations such as boarding windows, repairing doors and locks, etc.	All other security including lock installation and maintenance.
Displays and Additions	Approval of hookups and modifications of all types.	All installation, removal and maintenance.
Elevators/Dumbwaiters	All maintenance. Obtain and maintain permits, inspections, etc.	Check and observe daily. Identify and report problems to the City.
Floors/Floor Coverings	All permanent floors, concrete, wood cork, vinyl tile and sheet vinyl.	Temporary floor coverings such as carpet and repairs to floor when carpet is removed.
Windows/Glass	All glass in windows and doors installed by City.	All glass in partitions, displays, etc. All tinting film on windows.
Doors, Walls, Ceilings, Roof and Metal Shades	All permanent items installed by City.	Any additions or modifications to existing equipment, structures or systems, displays and temporary installations, window coverings (film, shades, drapes).
Custodial	None.	All, including providing paper products, soaps, light bulbs and tubes. Cleaning adjacent to structure.
Vandalism	All exterior, EXCLUDING windows and courtyard.	Interior vandalism repair.
Paint	All exterior painting, including the exterior walls, columns and doors and window trim of the inner courtyard.	All interior painting of permanent and other walls which are part of displays.

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

APR 21 2006

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION**

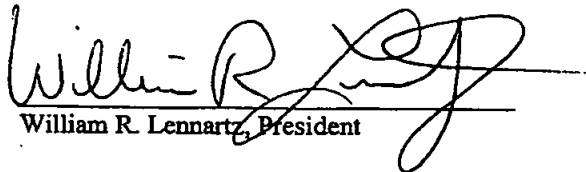
The undersigned certify that:

1. They are the president and the secretary, respectively, of SAN DIEGO AERO-SPACE MUSEUM, a California corporation.
2. Article One of the Articles of Incorporation of this corporation is amended as to read as follows:

"The name of this Corporation is: "San Diego Air & Space Museum."
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members.

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

DATE: April 20, 2006


William R. Lennart, President


Verdy J. Pieroni, Secretary



State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

APR 21 2006

A handwritten signature in cursive script, reading "Bruce McPherson".

BRUCE McPHERSON
Secretary of State



THE CITY OF

SAN DIEGO

PARK & RECREATION DEPARTMENT • PHONE (619) 236-6643 • FAX (619) 236-6219
CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CA 92101-3869

COPY

GEORGE I. LOVELAND
Director

February 17, 1993

- Central
- Coastal
- Community Park & Recreation
- Golf Course Operations
- Lifeguard Services
- Management
- Open Space
- Park Development

Mr. Ed McKellar, Executive Director
San Diego Aerospace Museum
2001 Pan American Plaza, Balboa Park
San Diego CA 92101

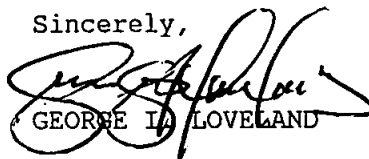
RE: RESTATED LEASE AGREEMENT OF 1986, CITY CLERK DOCUMENT # RR-266416
DATED AUGUST 18, 1986

The International Aerospace Hall of Fame (IHAF) will be merged into the San Diego Aerospace Museum (SDAM) on April 1, 1993. The current Lease Agreement, Document # RR-266416 will remain in effect and the lessee, San Diego Aerospace Museum, agrees to assume all obligations under the referenced agreement.

Please address any inquiries regarding the lease agreement to the Deputy Director - Park and Recreation/Central Division.

Copies of this letter will be forwarded to the City of San Diego City Clerk and attached to Document # RR-266416 as part of the original agreement.

Sincerely,


GEORGE I. LOVELAND

GIL:JJK:kn

I have read and received a copy of this letter and agree to the terms and conditions as stated.


By Edwin D. McKellar, Jr.
Executive Director

Date 2/19/93

cc: City Clerk - For Documentation
Property Dept. - Attn: Jane Vickers
Deputy Director - Park & Recreation/Central



DIVERSITY

BRINGS US ALL TOGETHER



February 9, 1993

Jack Krasavich
Deputy Director Central Div.
Park & Recreation Dept.
2125 Park Blvd.
San Diego, CA 92101

Ref: Restated Lease Agreement, Document No. RR-266416 filed
August 18, 1986.

Be advised that the International Aerospace Hall of Fame (IAHF) will be merged into the San Diego Aerospace Museum (SDAM) on 1 April 1993. Thereafter, all matters pertaining to either organization should be addressed to the attention of the SDAM. Further, a copy of the referenced lease agreement has been red-lined where appropriate to reflect the merger. It is attached with the recommendation that it be modified and restated to reflect the said merger of the two organizations (IAHF) and (SDAM) that were formerly known as "Partners" in said agreement.

Submitted by:

Edwin D. McKellar, Jr.
Executive Director

Joe Livernash
Executive Director IAHF

Approved by:

Jack Krasavich

Dated:_____

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		1. CERTIFICATE NUMBER:
CITY ATTORNEY	2. FROM: (ORIGINATOR) Park and Recreation Director	3. DATE May 15, 1986

4. SUBJECT: Lease Agreement - San Diego Aero-Space Museum and International Aerospace Hall of Fame - Balboa Park

5. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)

1) Approving a lease agreement by and between the City of San Diego and the San Diego Aero-Space Museum and The International Aerospace Hall of Fame for the use and occupancy of the Aerospace Historical Center, Balboa Park, for museum purposes.

2) Authorizing the City Manager to execute said agreement.

6. SUPPORTING INFORMATION: (INCLUDE ONLY INFORMATION NOT COVERED ON FORM 1472A, "DOCKET SUPPORTING INFORMATION".)

EQD - This action is exempt from CEQA UNDER THE General Rule, Sec. 15061 (b) (3)

Attorney - Current agreement has expired. Please process this amendment for Council action as soon as possible.

City Clerk - 1) Please docket as soon as possible. Current agreement has expired.

2) Please forward executed two each "Duplicate Original" and one "Copy" to M.C. McLatchy, M.S.#39.

Council District - 8

Community Area - Balboa Park

7. FOR INFORMATION CONTACT: (NAME & MAIL STA.) M. C. McLatchy M.S. #39			8. TELEPHONE NO. 5700		9. CHECK IF "DOCKET SUPPORTING INFORMATION" ATTACHED ☒	
10. COMPLETE FOR ACCOUNTING PURPOSES:			11. ROUTING AND APPROVALS			
FUND/DEPT.	BUDGETED	UNBUDGETED	ROUTE (✓)	APPROVING AUTHORITY	APPROVAL	DATE SIGNED
ORGANIZATION			✓	DEPARTMENT DIRECTOR		5/23
OBJECT ACCOUNT	N	N	X	CLEARING AUTH. EQD		
JOB ORDER	/	/		CLEARING AUTH.		
WORK ORDER NO.	A	A				
C.I.P. NO.						
FACILITY						
AMOUNT			X	DEPUTY CITY MANAGER		
12. ESTIMATED COST: :				AUDITOR		
			✓	CITY ATTORNEY		
			✓	ORIGINATING DEPARTMENT		
			X	MGR. DOCKET CLERK		
			✓	RULES COMMITTEE	☐ CONSENT ☐ ADOPTION ☐ REFER TO _____ DATE _____	

DOCKET REPORTING INFORMATION
CITY OF SAN DIEGO

DATE:
May 15, 1986

SUBJECT: Lease Agreement - San Diego Aero-Space Museum and International Aerospace
Hall of Fame - Balboa Park

BACKGROUND: (DOUBLE SPACE)

This item is a Restated Lease Agreement with the San Diego Aero-Space Museum and The International Aerospace Hall of Fame for the use and occupancy of the Aerospace Historical Center (Ford Building) in Balboa Park. The Restated Agreement is for a term of 25 years with an option to renew for an additional 25 years. The current agreement was for an unusually short period of five (5) years as compared to the more normal 25-50 year term of other agreements for similar use and occupancy by comparable cultural/educational institutions in Balboa Park.

This agreement replaces the short term lease and is consistent with similar agreements of other tenants in Balboa Park.

Fiscal Impact - None

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/AUTHOR INITIALS)

LOCKWOOD/LOVELAND/McM/D

SIGNATURES:

ORIGINATING DEPT. HEAD

CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)

DOCUMENT NO. RR-258568

FILED May 31, 1983

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(LEAS - S.D. AERO-SPACE MUSEUM and THE
INTERNATIONAL AEROSPACE HALL OF FAME)

First amendment to agreement with S.D.
AERO-SPACE MUSEUM and THE INTERNATIONAL
AEROSPACE HALL OF FAME for the management
and operation of museums and galleries in
Balboa Park.

cc: Auditor, MS-7C
Park & Rec. - Roberts, MS-39
(Dup. original + one copy)

7/11/83 *B*

00160

SD Aerospace Museum