

AGREEMENT

THIS AGREEMENT is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and CENTER FOR THE PHOTOGRAPHIC ARTS, a nonprofit California corporation, herein called "Corporation".

RECITALS

A. In Balboa Park in the City of San Diego, the City owns a building now known as the Electric Building, herein called "Building".

B. It is to the best interests of City that Corporation, being well qualified and competent, manage and operate a public museum known as the CENTER FOR THE PHOTOGRAPHIC ARTS, herein called "Museum", in part of the Building in the manner herein set forth. The part of the Building which the Corporation would manage and operate as the Museum is described in Exhibit "A" attached hereto and made a part hereof by this reference. Such part of the Building is herein called "part of the Building".

C. The Charter of the City of San Diego, Section 64, authorized City to execute agreements with respect to the use of such institutions.

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

1. Corporation as Legal Entity.

Corporation shall have deposited with the City Manager by March 15 of each year duly certified copies of documents evidencing its existence as a legal entity. Without limiting the generality of the foregoing, such documents, by way of illustration, shall include the following:

DOCUMENT NO. PR-253886

FILED MAR 24 1981
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

a. A copy of the Articles of Incorporation certified by the Secretary of State of the State of California. The Articles need only be filed once with the City, but any amendments to the Articles shall be filed by Corporation with a similar certification by the Secretary of State.

b. A copy of the bylaws of Corporation certified to be correct by the secretary of Corporation. The bylaws need only be filed once except that copies of any amendments to them similarly certified shall be filed with City.

c. A certificate executed by the Secretary of State of the State of California certifying that the Corporation is in good standing and authorized to transact business within the State of California.

d. Certificates executed by the secretary of Corporation evidencing the names of all persons holding office in Corporation together with the terms of such office.

e. A copy of a resolution of the board of directors or other governing body of the Corporation certified by its secretary giving the authority to execute this agreement on behalf of Corporation.

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

2. Occupancy.

a. City hereby grants to Corporation a permit for the use and occupancy of its part of the Building. During the term of this agreement, City shall not grant to any individual, group or organization, other than Corporation, a permit for or a right to use and/or occupy its part of the Building, or any portion thereof, without prior written permission of Corporation.

b. Corporation shall use its part of the Building exclusively for the Museum and related purposes including research archives, provided that Corporation shall not exclude the general public or interfere with the public's right to the use and enjoyment of its part of the Building and its facilities; providing, however, that reasonable restrictions and regulations may be made in order to carry on museum activities in an orderly and proper manner.

c. Corporation shall have the right to charge reasonable admission fees, however, at least one day per week shall be designated as a day when no fees for admission will be charged. Any schedule of admission fees will be subject to prior approval by the City Manager.

d. Corporation may operate a gift shop and sell articles to the general public, articles which primarily relate to subjects on display or activities conducted in the Museum, including, but not limited to books, periodicals and related artifacts. All profits realized by said gift shop shall be used only for Museum purposes.

e. During the entire term of this agreement, Corporation agrees to procure and maintain public liability insurance which names City as an additional insured with an insurance company satisfactory to City licensed to do business in California to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Corporation, its sublessees or any person acting for Corporation or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from act or activities of Corporation, or any person acting for Corporation, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect City against incurring any legal cost in defending claims for alleged loss. Such public

City against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this agreement in the amount of not less than \$1,000,000 COMBINED SINGLE LIMIT LIABILITY. Corporation agrees to submit a policy of said insurance to the City on or before the effective date of this agreement indicating full coverage of the contractual liability imposed by this agreement and stipulating that the insurance company shall not terminate, cancel or limit said policy in any manner without at least thirty days prior written notice thereof to City. If the operation under this agreement results in an increased or decreased risk in the opinion of the City Manager, then Corporation agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager. Corporation agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Corporation may be held responsible for the payment of damages to persons or property resulting from Corporation's activities, or the activities of any person or persons for which Corporation is otherwise responsible. Corporation agrees to increase the limits of liability when, in the opinion of City, the value of the improvements covered is increased, subject to the availability of such insurance at the increased limits. Corporation agrees, at its sole expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering said premises, buildings and appurtenances.

f. Corporation shall perform janitorial services within its part of the Building, and its immediate approaches, in such manner as to keep its part of the Building in a safe, clean and sanitary condition at all times. City shall perform major building maintenance on permanent features, including but not being limited to exterior and interior walls; ceilings, roofs, floors, external structures, replacement of windows, electrical circuits, plumbing, fire-fighting and protection

door closures, and such fixtures as heating equipment, elevators, etc., to the extent that provision has been made therefor in the schedules upon which the annual City appropriation for maintenance of public buildings is based. A detailed division of these services between City and Corporation is described in Exhibit "C" attached hereto and made a part hereof by this reference.

Janitorial and other maintenance of the lobby and restroom areas, common to all building tenants will be maintained jointly by all tenants under the direction of the Building Tenants Committee as outlined in Exhibit "D" and in accordance with the provisions of Exhibit "C" attached hereto.

Problems regarding building development and management will be referred to the Building Tenants Committee for resolution. Decisions of the Committee may be appealed to the City Manager, or his representative, whose decision is final.

Interior decoration and alterations for the accommodation of the Museum or its exhibits in the Corporation's part of the Building shall be the responsibility of Corporation, and shall meet National Fire, Building and Electrical code requirements.

g. Corporation agrees to pay for utilities within its part of the Building and to share in the lobby and restroom areas common to all building tenants in accordance with procedures outlined in Exhibit "D". City will pay for utilities in its space and for exterior lighting.

h. Corporation may, at Corporation's own expense, make any major and/or minor permanent alteration or changes in its part of the Building or cause to be made, built or installed structures, exterior signs, fixtures, equipment, or other improvements in its part of the Building necessary or desirable for Corporation's use of its part of the Building and may alter and repair any such structures or other improvements; provided, however, that permanent and major alterations and changes shall not be made and such struc-

tures and other improvements shall not be built or installed except in accordance with plans and specifications previously submitted by Corporation to the City Manager and approved, in writing, by him.

Corporation will at all times save City free and harmless and indemnify it against all claims for labor or materials furnished for or in connection with any and all work, change or improvements in or upon its part of the Building pursuant to this paragraph.

i. The City reserves and shall always have the right to enter the Building 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 disclosed that said premises are not in a decent, safe, healthy and sanitary condition, the City shall have the right, after ten days written notice to Corporation to have any maintenance work done at the expense of Corporation. Corporation 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.

3. Operation in General.

a. Corporation shall be operating and open to the public within six months from date the City officially accepts the Building from the contractor. The anticipated completion dates as set forth in Exhibit "B" are subject to reasonable delays caused by material and labor shortages, strikes or other labor disputes, governmental actions, war, riot, insurrection, rebellion, act of God, fire, flood, storm, earthquake, or any and all causes beyond the reasonable control of Corporation or its contractors.

b. All personnel provided for in the annual budget for operating the Museum shall be employed by and be the employees or volunteers of Corporation. They shall not be subject in any way to the control of City. In order to

carry out wholesome and proper park and recreation purposes and consistent with the rights of the public in and to such areas, the Park and Recreation Director, with the approval of the City Manager, may refer charges against any such employee for conduct detrimental to such purposes or rights. Such charges shall be considered by Corporation and a report of its action thereon shall be made promptly to the City Manager. During the pendency of the report by Corporation, the City Manager may demand the suspension of the charged employee and Corporation shall promptly suspend that employee until the matter is resolved to the satisfaction of the City Manager.

c. Corporation agrees to indemnify and save the City of San Diego and its agents and employees harmless from any and all liability claims, damages or injuries to any person, including injury to Corporation or any of Corporation's employees, representatives, agents, guests, licensees, invitees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same: (a) arising from or alleged to have arisen from or connected with the use of or operations on the premises; (b) caused or claimed to be caused by the independent acts of Corporation, their agents or employees.

d. Corporation shall take affirmative action to improve employment of minorities and women by implementing an Affirmative Action Program consistent with the City's Affirmative Action Program, a copy of which is on file in the office of the City Clerk and by this reference incorporated herein. Minorities are defined as Mexican-American, Black, Filipino, American Indian, and Asian/Oriental. The goal of this Affirmative Action 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 established by City for its Affirmative Action Program each year.

e. Corporation agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color,

ancestry, national origin, physical handicap or medical condition in Corporation'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.

f. The Board of Directors shall:

1. Establish rules and regulations for the proper use, operation and protection of its part of the Building, and property housed therein.
2. Subject to the provisions of this agreement, designate a chief executive officer who shall have charge of the operation of the Museum.
3. Appoint a representative to the "Building Tenants Committee".

This committee, consisting of a representative of each building tenant, shall provide for building development management in accordance with Exhibit "D".

g. The Corporation shall submit to the appropriate City representative the required reports, financial statements and other documents as requested in a timely and prompt manner.

4. Term of Agreement

a. Term. The Term of this agreement shall be twenty-five (25) years commencing on March 24, 1981, and ending on March 23, 2006.

b. Option to Renew. City hereby grants to Corporation an option to renew this agreement for an additional period of twenty-five (25) years upon the expiration of the term of this agreement. 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, setting forth Corporation's election to exercise said option. Said notice of Corporation's exercise of this option to renew shall be given no more than one hundred eighty (180) days and no less than ninety (90) days prior to the expiration of the term hereof.

c. The performance of the Corporation, in accordance with the terms of this agreement, will be subject to periodic review. Should the Corporation not be in compliance with conditions of this agreement and shall fail to cure such default within 90 days written notice from City specifying the default and the date on which its rights will be terminated, the City may immediately cancel and terminate this agreement.

This agreement and the occupation of the Building by Corporation does not obligate City to perform any work or repairs or to expend any monies whatsoever. Exhibit "E" is incorporated herein.

This agreement may be amended in writing by mutual written consent of the City and the Corporation as permitted by law.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its City Manager, pursuant to Resolution No.

R-253886 authorizing such execution, and by Corporation.

Dated this 13th day of April, 1981.

THE CITY OF SAN DIEGO

By Edaine M. Balde
ASSISTANT TO THE City Manager

CENTER FOR PHOTOGRAPHIC ARTS
Corporation

By Michael H. Arthur
Director

I HEREBY APPROVE the form and legality of the foregoing agreement this 15 day of April, 1981.

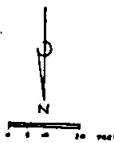
JOHN W. WITT.

City Attorney

By W. H. Hildner
Deputy

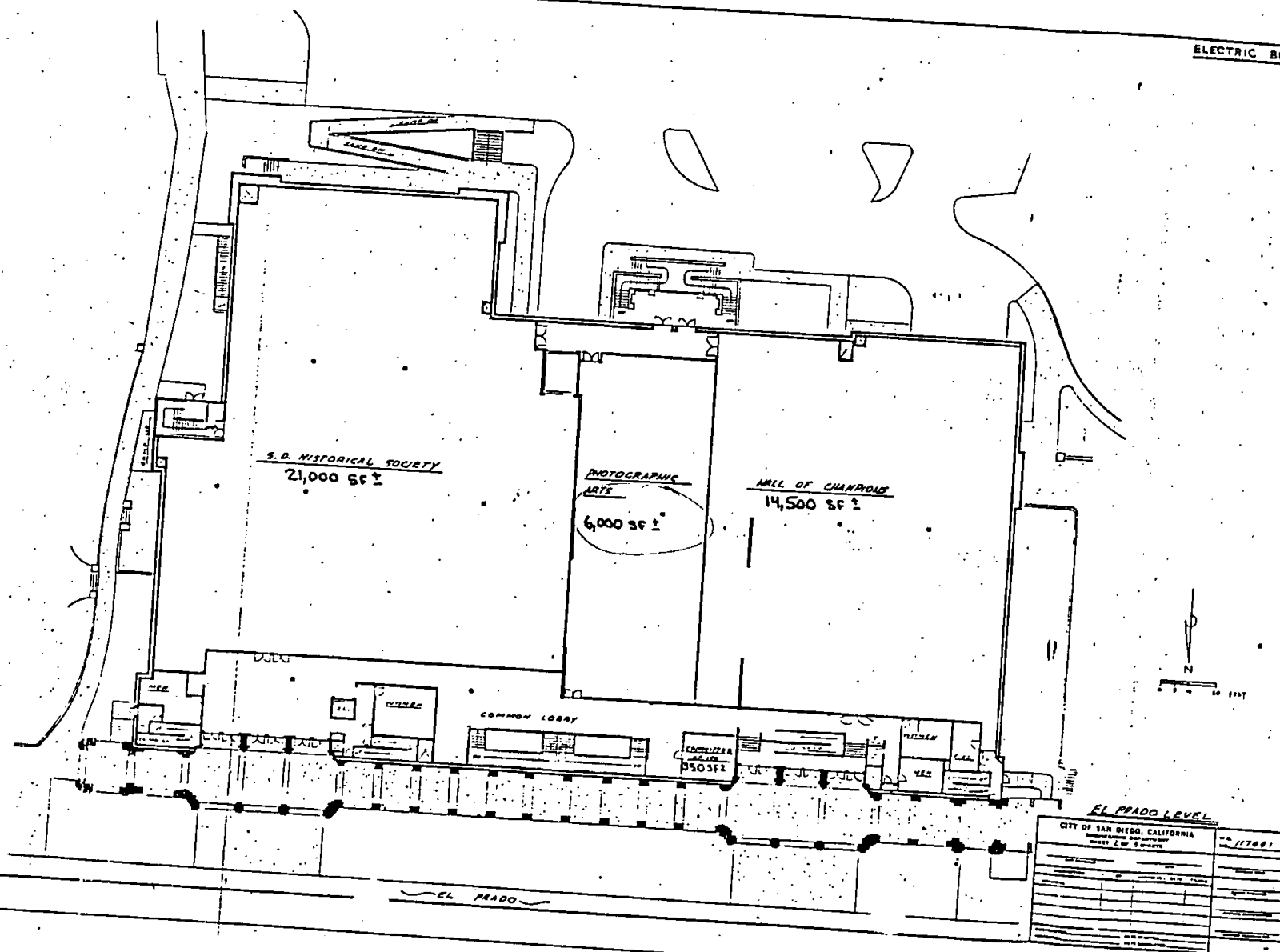
R-253886

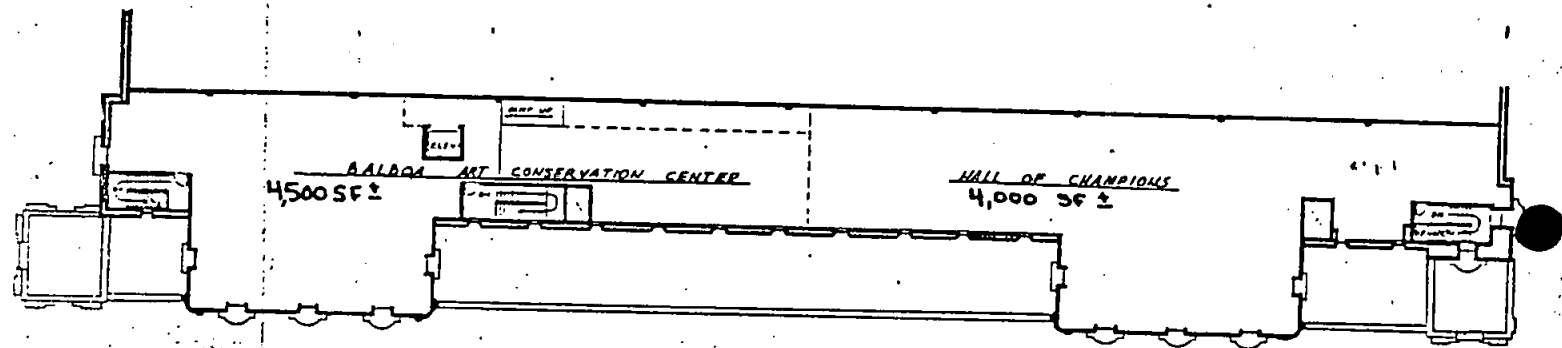
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SAN DIEGO, CALIFORNIA

СЛУЖБА ЗА





CENTER FOR PHOTOGRAPHIC ARTS

COMPLETION DATE (1)	PROPOSED IMPROVEMENT (2)	ESTIMATED MINIMUM VALUE (3)
Within 6 months of the date City accepts Bldg. from Contractor	Construct walls separating the Center from adjoining tenants, structural grid for support of exhibition display panels and lighting, movable display partitions, entry graphics, electrical (to include display lighting), painting, floor treatment, security and fire protection system.	\$ 65,000
May 1982	Complete ceiling grid to expand gallery to full capacity, develop office space, redesign and construction of entry way, develop gift shop, improve lighting, and ventilation system.	63,000
Jan. 1983	Construct movable display panels for gallery, carpet gallery floor, install air conditioning system.	53,000
As Needed	Other tenant owned fixtures, displays, exhibits, etc.	<u>44,000</u>
	TOTAL	\$ 225,000

(1) The City Manager may extend the completion date of proposed improvements, at his sole discretion, when delays are caused by situations beyond the control of the Corporation, for a period not to exceed 1 year without City Council approval.

(2) To be built, or installed in accordance with current building codes and regulations and as delineated on plans and specifications approved, in writing, by him.

(3) The Corporation shall provide the City Manager with documentation of the actual cost of improvements or an estimated value thereof. The City Manager is the sole judge of estimated value and his decision is final.

EXHIBIT "C"

MAINTENANCE REPAIRS
OPERATING AGREEMENT PERMIT FACILITIES

<u>SYSTEM/AREA</u>	<u>CITY'S RESPONSIBILITIES</u>	<u>JOINT TENTANTS' RESPONSIBILITIES</u>	<u>CORPORATION RESPONSIBILITIES</u>
Electrical/Lighting & Power	Switches, switch/outlet plates, outlets & fixture lenses in lobby areas only. Wiring, conduit, breakers, light fixtures (as a complete item) neon lighting. All exterior lighting including lamps. Electrical costs in its part of building and exterior lighting costs.	Replace lamps in lobby and common use areas and electrical costs in those areas.	Replace lamps, switches, switch outlet plates, outlets and fixtures lenses and electrical costs in its part of the building.
Emergency Electrical System	Repair parts and/or system wiring/conduit, etc. Periodic operational check-out.	Preventive maintenance in lobby and common use areas.	Preventive maintenance in its part of the building.
Heating and Ventilation, including Solar System, Pumps and Boilers	All except filter/strainer changes and daily/weekly operational checks.	Clean/replace filters, cleaning of solar panel glass, daily/weekly operational checks.	None.
Plumbing, Sewer, Water	Broken pipe, valves within system. Clean sewer inside and outside of building. Repair/maintenance of valves, faucets and trim at service points, i.e., angle stops flushometers, toilet valves and seats, lavatory faucets, traps, hosebibs, in public restrooms in lobby and common use areas.	Preventive maintenance in lobby and common use areas. Custodial care of lobby restrooms and common use areas.	All except broken pipe and valves within system and clearing sewer related to labs, sinks, and restrooms added by Corporation in its part of the building.
Painting	All exterior, including touch up after vandalism. All lobby and common use areas, including touch up after vandalism.	Cleaning lobby and common use area walls.	All interior walls in its portion of the building.
Doors/Hardware.	All but loose screws/bolts.	Loose screws/bolts in lobby and common use areas.	Loose screws/bolts in its portion of building.

EXHIBIT "C" (contd)

Page 2

<u>SYSTEM/AREA</u>	<u>CITY'S RESPONSIBILITIES</u>	<u>JOINT TENANTS' RESPONSIBILITIES</u>	<u>CORPORATION RESPONSIBILITIES</u>
Windows/Glass in doors	Replace glass in doors. Replace glass in solar panels. Replace/repair windows and glass in windows.	Cleaning of glass in doors and windows in lobby and common use areas.	Replacement of window glass if responsible for breakage. All exhibit glass in its portion of building. Maintain security alarm system in its part of building.
Fire Suppression System	Maintain and repair City installed fire suppression system throughout building. Approve alternate systems installed by tenants.	Preventive maintenance to City system	All systems installed by Corporation.
Floor Covering	Repair/maintain tile/carpet, etc., in lobby and common use areas.	Custodial care of tile, carpet, etc., in lobby and common use areas.	Repair/maintain tile/carpet etc., in its part of building.
Displays	Approve hook-up of electrical and water (Buildings) and structural (Engineering and Development)	Custodial care of displays in lobby and common use areas.	Install and operate displays in its part of building.
Elevators	All except routine inspection.	Routine inspection and reporting of problems.	None.
Pest Control	Termites, Bees	All other pests in common use areas.	All other pests in its part of building.

EXHIBIT "D"

MEMORANDUM OF AGREEMENT

AMONGST

THE TENANTS OF THE NEW ELECTRIC BUILDING

ARTICLE I: NAME

Section 1. This organization shall be known as the New Electric Building Tenants Committee.

ARTICLE II: PURPOSE

Section 1. To provide for the development and efficient management and operation of the new Electric Building in accordance with operating agreements.

Section 2. To delineate exclusive and non-exclusive use areas of responsibility.

Section 3. To effect or arrange for maintenance and inspection of non-exclusive use areas of the building and common mechanical, electrical, ventilating and plumbing systems in the building because they cross the boundaries of the various exclusive use areas.

Section 4. To establish the financial responsibilities of each tenant as regards:

Overall building utility costs

Non-exclusive use areas maintenance costs

Section 5. To arbitrate any disputes or differences between or among tenant organizations arising from the internal management of the building.

ARTICLE III: MEMBERSHIP

Section 1. The Tenants Committee shall consist of one representative from each tenant organization.

Section 2. A quorum consists of a majority of the member organizations, and each organization is vested with one vote.

ARTICLE IV: MEETINGS

Section 1. Members of the Tenants Committee 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. Any tenant can schedule a meeting as necessary to resolve issues requiring joint policy decision. Agenda will be furnished each member organization seven days prior to meeting.

Section 3. Meeting chairmanships will generally rotate among organizations.

Section 4. Secretarial service shall be provided by the Meeting Chairman.

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 carry 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 all tenant organizations. Ratification of this agreement by each organization signifies willingness of the organization to abide by the decisions of the Tenants Committee.

EXHIBIT "E"

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is supplementary to and a part of the attached Agreement. Any inconsistencies between the Agreement and this Addendum shall be controlled by the specific provisions of this Addendum.

1. The term "Museum purposes" as contained in Paragraph 2.d. of the Agreement shall mean operating, maintenance and improvement costs incurred in connection with the operation of the museum premises as described in Exhibit "A". No profits from the operation of the gift shop shall be used for other purposes than as described above.

2. A provision is added at the end of Paragraph 2.e. to read as follows:

Corporation understands and agrees that City as of the date of execution of this Agreement carries a blanket fire insurance policy covering all of the City-owned belongings. To the extent such policy may not cover the improvements and property of Corporation, Corporation may, at its sole cost and expense, provide additional insurance to cover such property. City may, at its sole option, from time to time increase or decrease fire insurance coverage on City buildings including the building which is the subject of this Agreement.

3. Paragraph 3.b. is deleted from the Agreement and replaced with the following:

All personnel provided for operating the museum shall be employed by and be the employees or volunteers of Corporation and shall not be the agents or employees of City. Such personnel shall not be subject to the control of City.

4. During the entire term and any extension of the Agreement, the area occupied by Corporation shall be used solely and exclusively for public museum purposes with the majority of the museum area to be open

and available to the public during reasonable hours. Corporation shall keep the museum facilities open to the public during regular operating hours approved by the City Manager five (5) days per week including Saturdays and Sundays.

5. Upon the expiration or earlier termination of this Agreement, Corporation shall return the portion of the building described in Exhibit "A" to City in good and clean condition, reasonable wear and tear accepted. All fixtures and personal property may be removed by Corporation upon the expiration or earlier termination except that no improvements permanently affixed to the building may be removed but shall be the property of City and all damages which may result from removal of other fixtures shall be repaired by and be the responsibility of Corporation.

6. Anything to the contrary herein notwithstanding, City shall not be obligated to budget funds for the operation and maintenance of the building or any portion thereof and the provisions of the Agreement with regard to construction, maintenance and operation of the building shall be subject to the budgeting and availability of funds for such purposes by the City Council in its sole discretion. Furthermore, in the event City does not budget and authorize funds sufficient to accomplish the provisions contained in the Agreement, Corporation may, at its option, terminate this Agreement by giving City ninety (90) days prior written notice of intent to so terminate. City shall have no liability whatsoever for any damages incurred by Corporation as a result of City's failure to budget funds necessary to maintain and operate the Building and Corporation's sole and exclusive remedy in the event of failure by City to perform under any of the provisions of this Agreement shall be to terminate this Agreement as specified above. The City will, however, pay for utilities in its space and for exterior lighting in accordance with Paragraph 2.e.

7. Failure by Corporation to construct the improvements as and when specified in Exhibit "B" or failure by Corporation to operate and maintain the public museum as specified herein at all times during the term of this Agreement shall constitute material defaults by Corporation for which this Agreement may be terminated by City in accordance with Paragraph 4.c.

8. Corporation agrees to file with the City, prior to commencement of any construction performed upon the premises, a faithful performance bond in the amount of 100% of the construction costs of the work to be performed. Said bond may be in cash or may be a corporate surety bond satisfactory to City, or a combination of cash and bond. Said bond shall insure that the construction commenced by Corporation shall be completed in accordance with approved plans. The bond will be filed with the City. The City Manager may, for good cause, waive this bond requirement upon a satisfactory showing by Corporation that the total funds needed for construction are available and set aside for the construction.

9. In the event the City, during the initial 10 year term of the Agreement, does not budget and provide funds adequately to fulfill the City required maintenance of the building, and as a result Corporation terminates this agreement, the City agrees to use good faith efforts to lease Corporation's portion of the Electric Building to a new user for an amount reflecting Corporation's expenditures for permanent improvements and all amounts received by the City, reflecting the value of such improvements, will be reimbursed to the Corporation until, in the City Council's opinion, adequate reimbursement has been made.



MUSEUM OF PHOTOGRAPHIC ARTS

June 20th 2005

RE: Certificate of Secretary

To Whom It May Concern,

I, **Julia Brown**, am the duly elected Board Secretary for The Museum of Photographic Arts, a Non Profit California Corporation. Listed below are the Governing Officers of the Corporation whose terms are one year, from January 2004 through January 2005.

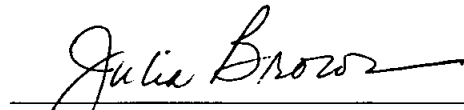
Mary Donnelly, President

Michael Thiemann, Vice President

Sally Bixler, Treasurer

Julia Brown, Secretary

IN WITNESS WHEREOF, I execute this certificate.



Julia Brown, Secretary

Museum of Photographic Arts, Board of Trustees
1649 El Prado
San Diego, California 92101
619-238-7559
www.mopa.org

1649 EL PRADO

SAN DIEGO

CA 92101

619.238.7559

FAX 619.238.8777

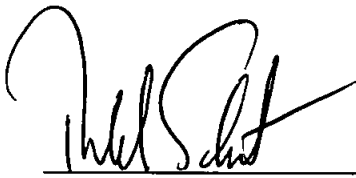
February 26, 2004

CERTIFICATE OF SECRETARY

I, the undersigned, hereby certify that the names listed are Board Members for the period, of calendar year of 2004.

PRESIDENT:
VICE PRESIDENT:
SECRETARY:
TREASURER:

Richard G. Oppen
Michael Thiemann
Donald Schwartz
Sally A. Bixler


Secretary



1649 EL PRADO

SAN DIEGO

CA 92101

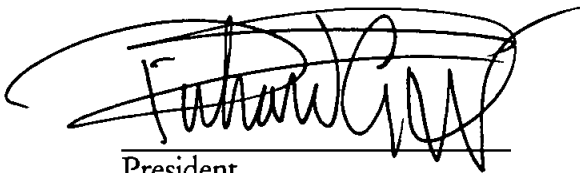
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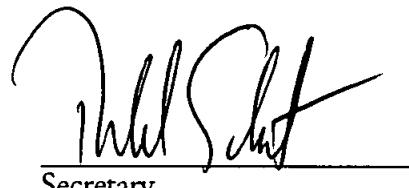
February 26, 2004

BOARD RESOLUTION

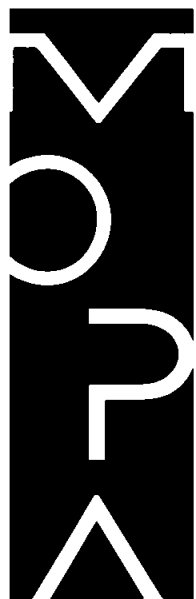
Be it resolved, that this Board of Directors has the authority to enter into a twenty-five year lease agreement with the City of San Diego, for the purpose of housing the **Museum of Photographic Arts** in a city owned building, located at 1649 El Prado, San Diego, CA 92101.



President



Secretary



BYLAWS

Of

MUSEUM OF PHOTOGRAPHIC ARTS

1649 EL PRADO

SAN DIEGO

CA 92101

619.238.7559

FAX 619.238.8777

ARTICLE I

Principal Office

The principal office for the transaction of the business of the corporation shall be in San Diego, California and may be changed by resolution of the board of trustees.

ARTICLE II

Purposes

The specific and primary purpose of this corporation is to provide the San Diego region with a professionally operated educational institution devoted to the art of photographic imagery. The general purposes are:

1. To offer its supporters and the public an historical and contemporary presentation of the art of photographic imagery;
2. To establish a fund for acquiring and building a permanent collection of works of major historical importance as well as contemporary significance to be available for viewing and study by professionals, students and amateurs;
3. To present lectures and educational programs in the various areas associated with the photographic arts, i.e., photography, film and television, including screenings of classic films and works by present day pioneers and experimenters;
4. To do all things necessary, expedient or appropriate to the accomplishment of any of the objects and purposes for which this corporation is formed.



ARTICLE III

Limitations on Activities

This corporation has been formed under the laws of the State of California and is operated under the California Nonprofit Corporations Code for the public purposes described in Article II, and it shall be nonprofit and nonpartisan. No dissemination of materials with the purpose of the corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

The corporation shall not, except in an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article II.

ARTICLE IV

Dedication of Assets

The properties and assets of this corporation are irrevocably dedicated to educational and charitable purposes. No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any member or director of this corporation. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to an organization dedicated to charitable purposes, provided that the organization continues to be dedicated to the exempt purposes as specifies in Internal Revenue Code 501 (c) (3).

ARTICLE V

Members

This corporation shall have no members. The Board of Trustees may establish categories of associate membership to recognize supporters of the corporation's activities, but in no case shall any such category of associate membership include a right to vote on matters affecting the corporation's affairs.

ARTICLE VI

Board of Trustees

Section 1. Government. The affairs of the corporation shall be conducted by a Board of Trustees, which shall have all the power of a board of directors under the laws of the State of California.

Section 2. Number of Trustees. The Board of Trustees shall consist of 30 elected members plus the Executive Director of the corporation.

Section 3. Powers and Duties of Trustees. Subject to the limitations in the Articles of Incorporation, other sections of these bylaws, and the laws of the State of California, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the Board of Trustees shall have the following powers:

(a) To establish and interpret the policy of the Museum of Photographic Arts, and to make such rules and regulations not inconsistent with the law, the Articles of Incorporation or these Bylaws, as they may deem best.

(b) To conduct, manage, and control the affairs and business of the corporation, and to make rules and regulations not inconsistent with law, the Articles of Incorporation or the Bylaws.

(c) To borrow money and incur indebtedness for the purposes of the corporation, and for that purpose to cause to be executed and delivered, in the corporate hypothecations, or other evidence of debt and securities.

(d) To change the principal office for the transaction of the business of the corporation from one location to another within the sale county; to fix and locate from time to time one or more subsidiary offices of the corporation within or without the Sate of California for the holing of any meetings, to adopt, make and use a corporate seal and to alter the form thereof from time to time as in their judgement they may deem best, provided such seal shall at all times comply with the provisions of the law.

(e) To select, elect and/or remove all officers of the corporation.

(f) To appoint an executive committee consisting of such persons and such number of persons as may be determined by the trustees said committee to have full power by the trustees.

Section 4. Voting. Each trustee shall have one vote on any question or other matter before the Board of Trustees. Votes may be cast by written proxy given to any other trustee.

Section 5. Election of Trustees. Not less than 60 days prior to the annual meeting of the trustees the President shall appoint a nominating committee of 3 trustees having at least one year left on their terms of office. The committee shall solicit, from all appropriate sources and by all appropriate means, the names of persons who would be interested in serving as trustees of the corporation.

From the suggestions made to the nominating committee, the committee shall nominate at least one name for each trusteeship to be filled at the annual meeting. The names and other information about the nominees shall be mailed to the trustees with the notice of the annual meeting, or at some earlier time.

At the annual meeting, the trustees in office shall elect a number of trustees equal to the number of offices to be filled. Each trustee shall cast one vote for each trusteeship to be filled. Cumulative voting shall not be permitted. Those receiving the highest number of votes shall be declared elected.

Section 6. Terms of Office. Except as provided below, the term of office of each trustee shall be 3 years or until a successor is elected. Successors for trustees whose terms are then expiring shall be elected at the annual meeting of trustees in the year such terms expire. Trustees who are elected to fill a vacancy on the board for which there was no successor trustee may be elected at any regular meeting of the trustees. A trustee may serve more than one term, provided, however, that no trustee shall serve more than two full terms consecutively in addition to any partial term served.

At the meeting at which these bylaws are adopted, the trustees shall, by lot, classify themselves into 3 equal groups. The first group shall consist of trustee whose term of office shall commence at the organizational meeting and shall expire thereafter on the date of the first annual meeting the trustees. The second group shall consist of trustees whose term of office shall commence at the organizational meeting and shall expire of those trustees whose term of office shall commence on the date of the organizational meeting and shall expire on the date of the third annual meeting of the trustees. This classification and the short initial terms are for the purpose of providing, 1/3 of the Board of Trustees in each year.

Section 7. Vacancies. Vacancies on the Board of Trustees shall be filled by a majority vote of the remaining trustees, even though less than a quorum or by the sole remaining trustees. A successor trustee so elected shall serve for the unexpired term of the predecessor.

Section 8. Removal. A trustee may be removed from office, with or without cause, by a majority vote of the trustees.

A trustee with unexcused absences from 3 consecutive regular meetings of the trustees shall be subject to removal from office.

Any trustee subject to removal from office shall have an opportunity to respond to such action in accordance with the laws of the State of California.

Section 9. Quorum. A quorum for any meeting of trustees shall consist of ¼ of the trustees on office, but in no case less than 1/5 of the trustees authorized by these bylaws.

Section 10. Annual Meeting. The annual meeting of trustees shall be held during the month of November of each year at a time and place designated by resolution of the trustees. Notice of the meeting shall be given by mail to each trustee at least 7 days before such meeting.

Section 11. Regular Meetings. Regular meeting of the trustees shall be held at least 4 times each year, including the annual meeting. The time and place of the regular meetings, excluding that annual meeting, shall be designated by the President and communicated to the trustees at least 4 days prior to the date set for the meeting.

Section 12. Special Meetings. Special meetings of the trustees may be called by any officer, the executive director, or any 3 members. Notice of such meeting shall be given to each trustee at least 48 hours prior to the time set for the meeting and the notice shall include a description of the matters to be considered by the trustees at such meeting.

Section 13. Selection of Executive Director. At the organizational meeting of the first trustees of this corporation, and thereafter as the occasion should arise due to death, resignation, permanent incapacitation, or justifiable removal, It shall be the function of the Board of Trustees to select, and by majority vote elect, and Executive Director of the Museum of Photographic Arts, and to prescribe such powers and duties for him or her as are not inconsistent with the law, with the Articles of Incorporation, or these Bylaws. It shall be the function of the Board of Trustees to enter into a contractual agreement with the Executive Director prescribing his compensation and the terms of his employment. All other compensated staff positions shall be appointed at the sole discretion of the Executive Director, subject to, and in accordance with, provisions for such positions in the annual budget.

Section 14. Restriction on Trusteeship. A salaried employee or compensated officer of the corporation shall be eligible to serve as trustee, subject, however, to the provision that such salaried employee or compensated officer shall have no vote, as a trustee of the corporation, on any matters concerning his salary or compensation.

Section 15... Compensation. The trustees shall receive no compensation for their services as trustees.

Section 16. Honorary Trustees. The governing members may by a majority vote elect as honorary trustee, persons who have performed extraordinary services for the Museum of Photographic Arts. Honorary trustees may attend regular meetings of the governing members, but shall not be entitled to vote. Notice of meeting shall not be given to honorary trustees except on the direction of the President.

Section 17. Liabilities of Trustees. No person who is now, or who later becomes, a trustee of this corporation shall be personally liable to its creditors for any indebtedness or liability, and any and all creditors of this corporation shall look only to the assets of this corporation for payment. No trustee shall have any proprietary interest in any asset of the corporation.

ARTICLE VII

Officers

Section 1. Officers. The officers of this corporation shall be the President, a Vice-President, a Secretary and a Treasurer. The trustees may appoint other officers as may be deemed desirable. One person may hold more than one office. The Executive Director shall not be eligible to serve as an officer.

Section 2... Election and Terms of Office. The Board of Trustees shall elect the officers at the annual meeting or at an organizational meeting held within 60 days after the annual meeting.

The term of office of officers shall be one year or until successors are elected. Only trustees shall be eligible to serve as officers.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled by a majority vote of the Board of Trustees at the regular meeting following notice to the corporation of the vacancy.

Section 4... President. Subject to the control of the Board of Trustees, the President shall have general supervision of the business affairs of the corporation, shall preside at all meetings of the corporation, and shall have other powers and duties as may be prescribed from time to time by the Board of Trustees.

Section 5... Vice-President. In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and in so acting shall have all the powers of President. The Vice-President shall have such other powers and perform such other duties, as may be prescribed from time to time by the Board of Trustees.

Section 6. Secretary. The Secretary shall keep a full and complete record of the proceedings of the Board of Trustees, shall keep the seal of the corporation and affix the same to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, shall supervise the keeping in the principal office of the corporation of the minute books of the corporation, which shall include a copy of these Bylaws, and shall discharge such other duties as pertain to the office or as prescribed by the trustees.

Section 7. Treasurer. The Treasurer shall be responsible for general supervision of the financial affairs of the corporation, and to make regular financial reports to the Board of Trustees and shall perform such other duties as may be prescribed by the trustees.

ARTICLE VIII

Amendment of Bylaws

These Bylaws may be amended or repealed and new Bylaws adopted by the vote of a majority of the Board of Trustees at any official meeting, and any Bylaws fixing or changing the number of trustees may be adopted, amended or repealed by the vote or written consent of a majority of the trustees.

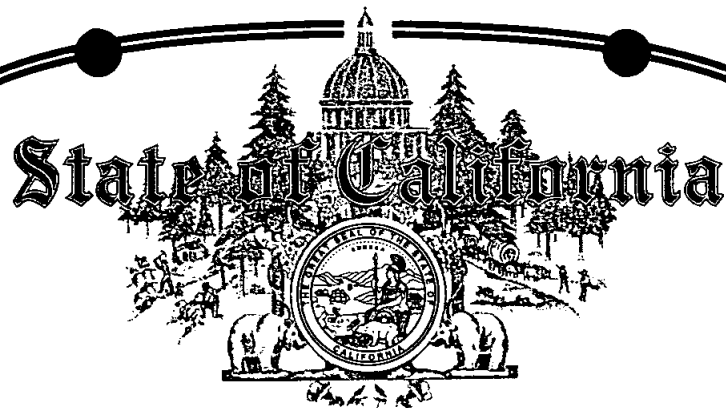
ARTICLE IX

Miscellaneous

1. Stock in Other Corporation. The President, Vice-President, Secretary, and Treasurer, or such other officers that the Board of Trustees may select for that purpose, are authorized to vote, represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation in any other corporation or corporations may be exercised either by such officers in person or by any person authorized to do so by proxy or power of attorney duly executed by such officers.

Section 2... Control of Funds. Funds of the corporation shall be paid out only on the checks of the corporation: checks above such amount as may be set from time to time by a vote of the Board of Trustees shall be signed by any two of such persons as may be designated by the governing trustees, one of whom must be either the President, Vice-President, Secretary or Treasurer, or a member of the Board of Trustees.

Section 3. The Fiscal Year. The fiscal year of the corporation shall begin on July 1 of each year unless otherwise provided by the Board of Trustees.



SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

That on the **6th day of FEBRUARY 1974**, **THE MUSEUM OF PHOTOGRAPHIC ARTS** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 24, 2004.

Kevin Shelley
KEVIN SHELLEY
Secretary of State

698101

ENDORSED
FILED

In the office of the Secretary of State
of the State of California
FEB 6 1974

EDMUND G. BROWN Jr., Secretary of State
By BILL HOLDEN
Deputy

F I L E D
BUSINESS DIVISION

ARTICLES OF INCORPORATION

OF

FEB 26 1975

THE CENTER FOR PHOTOGRAPHIC ARTS

ROBERT D. ZUMWALT
CLERK, SAN DIEGO COUNTY
CALIFORNIA

I

THE NAME OF THIS CORPORATION IS:

THE CENTER FOR PHOTOGRAPHIC ARTS

II

THE PURPOSES FOR WHICH THIS CORPORATION IS FORMED ARE:

(a) ~~The specific and primary purpose is to provide~~
the community with a professionally operated educational
institution devoted to the art and science of photographic
imagery.

(b) The general purposes are:

1. To offer its members and the general public
an all encompassing historic and contemporary presentation
of the art of photographic imagery;

2. To establish a fund for acquiring and building
a permanent collection of works of major historical importance
as well as contemporary significance to be available for
viewing and study by professionals, students and amateurs;

3. To provide an information service to members
and visitors inquiring about photographic equipment and

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Materials available to the public;

4. To present lectures by professionals in the various areas associated with visual imagery, i.e., photography, films and television, and special screenings of classic films as well as works by present day pioneers and experimenters;

5. To provide a conference room and studio facility in which bona fide organizations may meet and work;

6. To ultimately create an accredited school for the complete study of visual communications; and

7. To do all things necessary, expedient, or appropriate to the accomplishment of any of the objects and purposes for which this corporation is formed.

(c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

Notwithstanding the above statement or general purposes, this corporation shall not engage in activities that in themselves are not in furtherance of the purposes set forth in subparagraph (a) of this Article II.

III

This corporation is organized under the General

35439

Nonprofit Corporation Law of the State of California.

IV

The county in this state where the principal office for the transaction of the business of this corporation is to be located is San Diego County.

V

The names and addresses of the persons who are to act in the capacity of trustees (directors) until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Carl Baber, Jr.	6611 Ave de la Pescas La Jolla, California 92037
Danah Fayman	P. O. Box 625 La Jolla, California 92037
Russell Forester	2025 Soledad Ave. La Jolla, California
Lawrence Urrutia	7141 Monte Vista Ave. La Jolla, California 92037

The number of trustees may be fixed or changed from time to time by amendment of the Articles of Incorporation of this corporation, or by amendment of the Bylaws of this corporation adopted by the vote or written assent of the members of the corporation entitled to exercise a majority of the voting power, or the vote of a majority of a quorum at a meeting of members called pursuant to the Bylaws.

VI

The authorized number and qualifications of members of the corporation, the different classes of membership, if any, the property, voting, and other rights and privileges of members, and their liability to dues or assessments and the method of collection thereof, shall be as set forth in the Bylaws.

VII

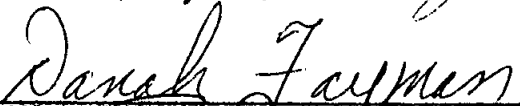
This corporation is not organized, nor shall it be operated for pecuniary gain or profit, and it does not contemplate the distribution of gains, profits, or dividends to its members and is organized solely for non-profit purposes. The property, assets, profits, and net income of this corporation are irrevocably dedicated to charitable purposes, and no part of the profits or net income of this corporation shall ever inure to the benefit of any director, officer, or member or to the benefit of any private shareholder or individual. On the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment of, all debts and liabilities of this corporation shall be distributed to a non-profit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code and Section

23701d of the Revenue and Taxation Code.

If this corporation holds any assets in trust, they shall be disposed of in such a manner as may be directed by judgment of the Superior Court of the county in which this corporation's principal office is located, on petition by the Attorney General or by any person concerned in the liquidation.

IN WITNESS WHEREOF, we, the undersigned, being the persons named above as the first trustees, have executed these Articles of Incorporation this 3rd day of January, ~~1973~~. 1974.


CARL BABER, JR.


DANAH FAYMAN

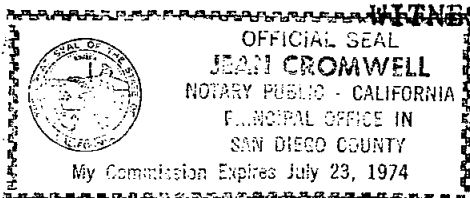

RUSSELL FORESTER


LAWRENCE URRUTIA

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On January 3, 1974, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL BABER, JR., known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

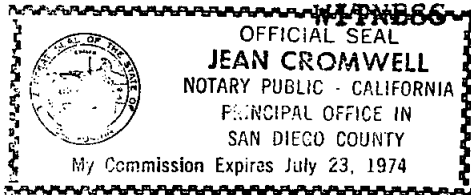



Notary Public in and for said County and State.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On January 17, 1974, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared DANAH FAYMAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

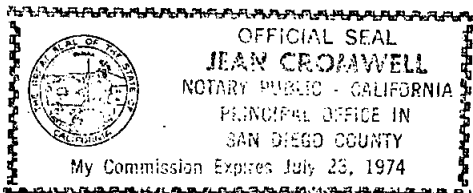


Jean Cromwell
Notary Public in and for said
County and State.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On January 18, 1974, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared RUSSELL FORESTER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

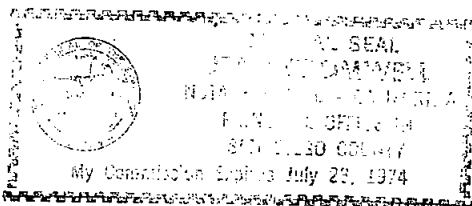


Jean Cromwell
Notary Public in and for said
County and State.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On January 2, 1974, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared LAWRENCE URRUTIA, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



Jean Cromwell
Notary Public in and for said
County and State.

The undersigned declare under penalty of perjury that the matters set forth in the attached certificate are true of their own knowledge. Executed at San Diego, California, on the dates written below.

Date: Jan. 20, 1981

Isabelle Wasserman
ISABELLE WASSERMAN

Date: Jan. 25, 1981

Danah Fayman
DANAH FAYMAN

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

FEB 4 1981

MARCH FONG EU, Secretary of State
By JAMES E. HARRIS
Deputy

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

ISABELLE WASSERMAN and DANAH FAYMAN certify that:

1) They are the president and the secretary, respectively, of THE CENTER FOR PHOTOGRAPHIC ARTS, a California corporation.

2) At a meeting of the board of directors of the corporation, duly held at San Diego, California, on November 18, 1980, the following resolution was adopted:

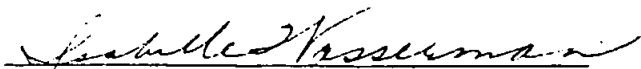
RESOLVED: That Article II of the articles of incorporation of this corporation is amended to read as follows:

"This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and educational purposes. The specific purposes for which the corporation is organized are to provide the community with a professionally operated educational institution devoted to the art of photographic imagery and to engage in other activities which promote that purpose.

"No substantial part of the activities of this corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, nor shall this corporation participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office."

3) The members have adopted the amendment by resolution at a meeting held at San Diego, California, on November 18, 1980. The wording of the amended article, as set forth in the members' resolution, is the same as that set forth in the directors' resolution in Paragraph 2 above.

4) The number of members who voted affirmatively for the adoption of the resolution is seven, and the number of members constituting a quorum is seven.


ISABELLE WASSERMAN


DANAH FAYMAN

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

**ENDORSED
FILED**

in the office of the Secretary of State
of the State of California

MAY 4 - 1983

MARCH FONG EU, Secretary of State

By JAMES E. HARRIS
Deputy

ROBERT DINNERTMAN and REX HEFTMANN certify that:

1. They are the president and the secretary, respectively, of THE CENTER FOR PHOTOGRAPHIC ARTS, a California corporation.

2. Article I of the articles of incorporation of this corporation is amended to read as follows:

"The name of this corporation is THE MUSEUM OF PHOTOGRAPHIC ARTS."

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.

4. The corporation has no members. *OK*

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:

4/21/83

[Signature]
ROBERT DINNERTMAN, President

[Signature]
REX HEFTMANN, Secretary