



THE CITY OF SAN DIEGO

October 28, 2005

Janet Ruggles
Balboa Art Conservation Center
P. O. Box 3755
San Diego, CA 92163-1755

Dear Ms. Ruggles:

This is to acknowledge receipt of your letter dated October 17, 2005, exercising the option to extend the term of your lease, City Clerk Document RR-253885, until March 23, 2031. The City further acknowledges that you have satisfied the requirements of Section C.4.b., Option to Renew, of your lease.

Sincerely,


Jack D. Farris
Deputy Director
PC/cj


Mike Behan
Deputy Director
Park & Recreation Department

cc: Ted Medina, Park & Recreation Department Director

File: Lease - Balboa Art Conservation Center
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Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

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D ORIGINAL

AGREEMENT

THIS AGREEMENT is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and BALBOA ART CONSERVATION CENTER, 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 BALBOA ART CONSERVATION CENTER, 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. PP-253885
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 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

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 equipment, fire sprinkler systems, doors and

door closures, and such fixtures as heating equipment, elevators, etc., to the extent that provision has been made therefore 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 structures 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 prefer 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.

This agreement may be amended in writing by mutual 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-253885 authorizing such execution, and by Corporation.

Dated this 13th day of April, 1981.

THE CITY OF SAN DIEGO

By Staine M. Baldu
ASSISTANT TO THE City Manager

BALBOA ART CONSERVATION CENTER
Corporation

By Richard A. Walbridge
President

I HEREBY APPROVE the form and legality of the foregoing agreement this

15 day of April, 1981.

JOHN W. WITT

City Attorney

By W. Walbridge
Deputy

Exhibit "E" is incorporated herein.

RECORDED
BY 1112 11 15
-9-
CITY OF SAN DIEGO
MAY 10 1981

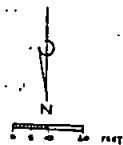
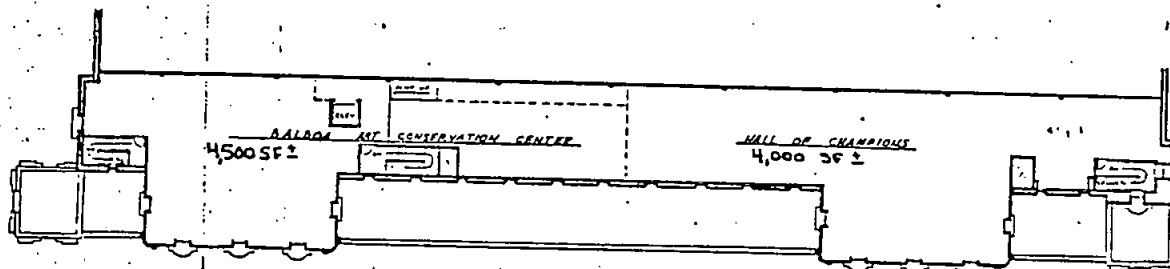
R-253885

The floor plan of the El Prado building is divided into several functional areas. The largest section is the **S.A. HISTORICAL SOCIETY** at 21,000 SF. To its right is the **PHOTOGRAPHIC ARTS** section at 6,000 SF. Further right is the **HALL OF CHAMPIONS** at 14,500 SF. A **COMMON LOBBY** runs along the bottom of the main exhibition spaces. Other labeled areas include **REST**, **KITCHEN**, **RECEPTION AREA**, and **OFFICE**. The building is situated on **EL PRADO** street.

Room	Area (SF)
S.A. HISTORICAL SOCIETY	21,000
PHOTOGRAPHIC ARTS	6,000
HALL OF CHAMPIONS	14,500

[illegible]

EXHIBIT 'A' page 2 of 3



MEZANINE LEVEL	
CITY OF SAN DIEGO, CALIFORNIA	
REVISIONS TO THE ORIGINAL	
DATE: 5-10-81	
NO.	DESCRIPTION
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EXHIBIT "A" SHEET 3 OF 3

BALBOA ART CONSERVATION CENTER

EXHIBIT "B"

<u>Completion Date (1)</u>	<u>Proposed Improvement (2)</u>	<u>Estimated Minimum Value (3)</u>
Within 6 months of acceptance	Construct general laboratory for restoration of paintings and polychrome sculptures, photographic lab, microscopy room, offices and support facilities and permanent exhibition area with viewing window into the laboratory.	\$145,000
March 1982	Changing displays to instruct visitors in the history of art restoration as well as specific methods and materials used. There will be a videotape console showing films on art conservation. Various photographs, charts, paintings, mock-ups and explanatory text will show art maladies and conservation remedies.	\$ 15,000
December 1982	Equipping and setting up a paper laboratory for treatment of works of art on paper.	\$ 40,000
		Total - \$200,000

- (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 there of. The City Manager is the sole judge of estimated value and his decision is final.

EXHIBIT "C"

MAINTENANCE REPAIRS
OPERATING AGREEMENT PERMIT FACILITIES

SYSTEM/AREA

CITY'S RESPONSIBILITIES

JOINT TENANTS' RESPONSIBILITIES

CORPORATION RESPONSIBILITIES

Electrical/Lighting and Power

Switches, switch/outlet plates, outlets and 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 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.)

SYSTEM/AREA

Windows/Glass in doors

Fire Suppression System

Floor Covering

Displays

Elevators

Pest Control

CITY'S RESPONSIBILITIES

Replace glass in doors. Replace glass in solar panels. Replace/repair windows and glass in windows.

Maintain and repair City installed fire suppression system throughout building. Approve alternate systems installed by tenants.

Repair/maintain tile/carpet, etc. in lobby and common use areas.

Approve hook-up of electrical and water (Buildings) and structural (Engineering and Development).

All except routine inspection.

Termites, Bees.

JOINT TENANTS' RESPONSIBILITIES

Cleaning of glass in doors and windows in lobby and common use areas.

Preventive maintenance to City system.

Custodial care of tile, carpet, etc., in lobby and common use areas.

Custodial care of displays in lobby and common use areas.

Routine inspection and reporting of problems.

All other pests in common use areas.

CORPORATION RESPONSIBILITIES

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.

All systems installed by Corporation.

Repair/maintain tile/carpet etc., in its part of building.

Install and operate displays in its part of building.

None.

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.

EXHIBIT "D" (contd)

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

3/19/81
BWS

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 building or any portion thereof and the provisions of this 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 improvement, will be reimbursed to the Corporation until, in the City Council's opinion, adequate reimbursement has been made.

RECEIVED

PR 8 REC
39

APR 24 1981

PARK AND RECREATION
CENTRAL DIVISION

RESOLUTION NO. R-

253885

(R-81-1742)
(REV.)

Adopted on

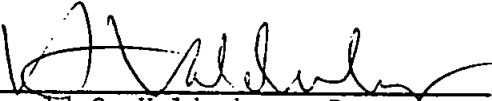
MAR 24 1981

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

That the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an Agreement between City and BALBOA ART CONSERVATION CENTER, a nonprofit California corporation, for the use and occupancy of a portion of the ELECTRIC BUILDING in Balboa Park for museum purposes, which Agreement has a term of 25 years with an option vested in the user to renew the Agreement for an additional 25 year term, with consideration to the City being the construction of interior permanent public improvements and the maintenance and operation of museum exhibits to be open to the public, under the terms and conditions set forth in that Agreement on file in the office of the City Clerk as Document No. RR- **253885**.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to approve a completion date for the initial improvements to be made by Corporation, which completion date shall be six (6) months following the date of execution of the Agreement, six (6) months after the Electric Building basic construction is accepted by The City of San Diego, or December 31, 1981, whichever date or event occurs last.

APPROVED: John W. Witt, City Attorney

By 
Harold O. Valderhaug, Deputy

HOV:ps:274

~~3/18/81~~ Revised 3/25/81

Or. Dept.: Pk&Rec.



June 23, 2005

**BALBOA ART CONSERVATION CENTER
OFFICERS AND TRUSTEES**

President	D. Scott Atkinson * Chief Curator & Curator of American Art San Diego Museum of Art
Vice-President	Osborn Hurston* Highmark Capitol Management Division Union Bank At-Large Trustee
Treasurer:	Jerry LaFlamme* At-Large Trustee
Secretary:	Mary C. Whelan* Director of Institutional Design/Curator of the Collection

* Executive Committee

At-Large Trustees

Honorary Trustee: Barbara Walbridge

Mary Beebe
Director
UCSD Stuart Collection

Sharon Cutri

Anne Hoehn
Education Curator
Timken Museum of Art

Osborn Hurston
Vice-President
Highmark Capitol Management Division
Union Bank

Mark Jackson

Jerry LaFlamme

James Lasry, M.D.

Rita Neeper

Nora Sargent

Sally Yard
Associate Professor
University of San Diego

Member Representatives

Jean Makin, Print Collection Manager
Arizona State University
University Art Museum
Nelson Fine Arts Center

Dan Visnich
Executive Secretary
California Capitol Historic Preservation Society

Dana Springs (acting)
Public Arts Program Coordinator
Commission for Arts and Culture
City of San Diego

Mary Sackett
Head of Conservation
The Getty Research Institute

Janet Blake
Curator of Collections & Registrar
Laguna Art Museum

Stephanie Hanor
Curator
Museum of Contemporary Art, San Diego

Barbara Pope
Registrar
Museum of Photographic Arts

Thomas Callas
Registrar
Orange County Museum of Art

Katherine Plake Hough
Director of Collections/Exhibitions
Palm Springs Desert Museum

Laurie Egan
Curator of Collections
San Diego Historical Society

D. Scott Atkinson
Chief Curator & Curator of American Art
San Diego Museum of Art

John Petersen
Executive Director
Timken Museum of Art

Lynda C. Claassen
Director
Mandeville Special Collections Library
UCSD Libraries

Mary C. Whelan
Director of Institutional Design/Curator of the Collection
University of San Diego



BALBOA ART CONSERVATION CENTER

P.O. Box 3755 // San Diego, CA 92163-1755 // tel 619 236-9702 // fax 619 236-0141 // BACC9702@compuserve.com

CERTIFICATE OF THE SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of BALBOA ART CONSERVATION CENTER.

2. That the foregoing Bylaws constitute the Bylaws of the said corporation adopted on September 24, 1982 by the unanimous written consent of the Board of Trustees without a meeting, and that the Articles of Incorporation authorize the Trustees to so act.

3. That the foregoing amendments to the Bylaws of BALBOA ART CONSERVATION CENTER are inclusive of all amendments made to the aforesaid Bylaws up until the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March, 2004, at San Diego, California.

Mary Johnson
Mary Johnson, Secretary





BALBOA ART CONSERVATION CENTER

P.O. Box 3755 // San Diego, CA 92163-1755 // tel 619 236-9702 // fax 619 236-0141 // BACC9702@compuserve.com

CERTIFICATE OF THE SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of BALBOA ART CONSERVATION CENTER.
2. That the foregoing minutes of the meeting of the Board of Trustees of BALBOA ART CONSERVATION CENTER on June 24, 2003 are the true minutes approved by the Board of Trustees at their meeting on February 12, 2004, and that the list of Trustees appended to the aforesaid minutes were duly elected at the June 24, 2003 meeting.
3. That the statement of current term status of the trustees of BALBOA ART CONSERVATION CENTER appended to this certificate is accurate.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March, 2004, at San Diego, California.



Mary Johnson
Mary Johnson, Secretary

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



**BOARD OF TRUSTEES
TERM STATUS**

March, 2004

At-Large Trustees:

Jerry LaFlamme	June 2001 began first term after rotating off board for a year. June 2004 for renewal of second three-year term.
Rich Roncaglia	Began second term in May 2002. Rotates off board in June 2005.
Mary Beebe	Began first term in June 2001. June 2004 for renewal for second three-year term.
Dr. Ann Bethel	Began second term in May of 2002. Rotates off board in 2005.
Sharon Cutri	Began first term in June 2001. June 2004 for renewal for second three-year term.
Osborn Hurston	Began first term in June 2001. June 2004 for renewal for second three-year term.
James Lasry, M.D.	Renewed in June 2003. Rotates off board in 2006.
Kevin Munnelly	At-large trustee as of June 1998. Renewed June 2001. Rotates off board in June 2004.
Rita Neeper	Began term in June 2003. Renewal in June 2006 for second three-year term.
Barbara Walbridge	Honorary trustee.

Member Representatives:

Member representatives are selected by BACC member museums. Each BACC member museum may select one representative to serve on BACC's Board of Trustees. Member museum representatives serve as long as the member organization's membership is in good standing and the director of the institution wishes them to serve.

State of California
Secretary of State

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

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

That on the **13TH** day of **MARCH 1975**, **BALBOA ART CONSERVATION CENTER** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; 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
August 9, 2005.



BRUCE McPHERSON
Secretary of State

RJS

State of California



SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

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

That on the **13TH day of MARCH 1975, BALBOA ART CONSERVATION CENTER** 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 March 8, 2004.

Kevin Shelley
KEVIN SHELLEY
Secretary of State

STATE OF CALIFORNIA



OFFICE OF THE SECRETARY OF STATE

I, **MARCH FONG EU**, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the **RECORD** on file in this office, of which it purports to be a copy, and that same is full, true and correct.

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

MAR 14 1975



March Fong Eu

Secretary of State

35529

FILED
BUSINESS DIVISION

MAR 19 1975

ROBERT D. ZUMWALT
CLERK, SAN DIEGO COUNTY
CALIFORNIA

ARTICLES OF INCORPORATION

OF

BALBOA ART CONSERVATION CENTER

**ENDORSED
FILED**

In the office of the Secretary of State
of the State of California

MAR 13 1975

MARCH FONG EU, Secretary of State

Irene Keeler
Deputy

I.

The name of this corporation shall be BALBOA
ART CONSERVATION CENTER.

II.

The specific and primary purpose for which this
corporation is formed is:

To aid in the preservation of works of
art or other objects of cultural interest,
for charitable, scientific and educational
purposes exclusively, within the meaning
of Section 501(c)(3) of the Internal
Revenue Code.

The general purposes and powers of this corporation,
limited in exercise to such powers only as are in furtherance
of its exempt purposes, are:

To coordinate and assist in carrying out
the conservation programs of charitable,
scientific or educational organizations
which own or have custody of works of
art or other objects of cultural interest,
and thereby may become members, and to

render conservation services for them.

To maintain a laboratory and staff in order to carry out the exempt purposes of the corporation.

To investigate materials and equipment, and to conduct studies and tests, in order to develop methods to protect, preserve, and maintain the integrity of, and to improve the condition of, works of art and objects of cultural interest.

To improve and disseminate knowledge of the theory and practice of conservation in relation to works of art and objects of cultural interest.

To receive and accept donations, gifts and bequests in order to further the exempt purposes of the corporation.

To have and to exercise all rights and powers conferred on nonprofit corporations under the laws of the State of

California, including the power to contract, rent, buy or sell personal or real property, provided, however, that the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the exempt purposes of this corporation.

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 publication or distribution of statements) on behalf of or against any candidate for public office.

III.

This corporation is organized pursuant to the General Nonprofit Corporation Law of the State of California. This corporation does not contemplate pecuniary gain or profit to the members thereof and it is organized for nonprofit purposes.

IV.

The principal office for the transaction of the business of this corporation is located in the County of

San Diego, State of California.

V.

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

ELINOR S. OATMAN	3170 Curlew Street San Diego, California 92103
NORTON S. WALBRIDGE	6292 Camino de la Costa La Jolla, California 92037
WALTER AMES	7740 Hillside Drive La Jolla, California 92037
JOSIAH L. NEEPER	1237 Cypress Court San Diego, California 92103

The persons who are to act in the capacity of directors of this corporation shall be designated trustees. 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.

Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such written consent or consents

shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and affect as a unanimous vote of such trustees.

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 and assessments and the method of collection thereof, shall be as set forth in the bylaws.

VII.

The property of this corporation is irrevocably dedicated to charitable, scientific and educational purposes, and no part of the net income or assets of this corporation shall ever inure to the benefit of any trustee, officer or member thereof or to the benefit of any private persons. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, scientific or educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

If this corporation holds any assets in trust, or the corporation is formed for charitable purposes, such assets shall be disposed of in such manner as may be directed by decree of the superior court of the county in which the corporation has its principal office, upon petition therefor by the Attorney General or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

IN WITNESS WHEREOF, the undersigned, being the persons hereinabove named as the first trustees, have executed these Articles of Incorporation.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.:

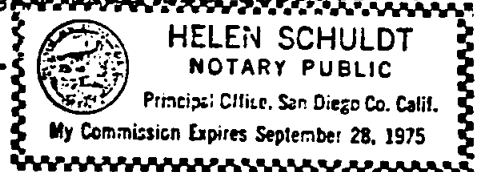
Elinor S. Oatman
ELINOR S. OATMAN, Incorporator

On February 25, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared ELINOR S. OATMAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

 HELEN SCHULTZ

WITNESS my hand and official seal.

Notary Public in and for
said County and State



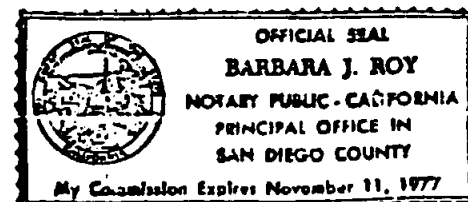
Norton S. Walbridge
NORTON S. WALBRIDGE, Incorporator

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.:

On March 4, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared NORTON S. WALBRIDGE, 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



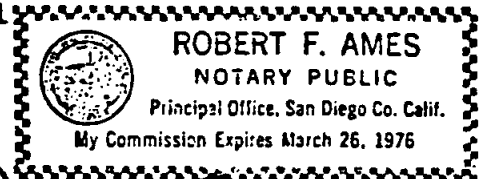
Walter Ames
WALTER AMES, Incorporator

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.:

On March 5, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared WALTER AMES, 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

Robert F. Ames
Notary Public in and for said
County and State



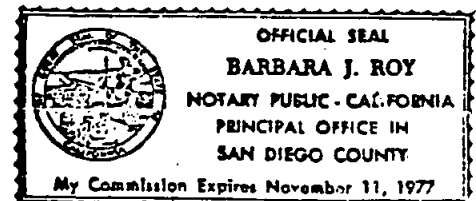
Josiah L. Neeper
JOSIAH L. NEEPER, Incorporator

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.:

On March 4, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSIAH L. NEEPER, 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.

Barbara J. Roy
Notary Public in and for said
County and State



BYLAWS
OF
BALBOA ART CONSERVATION CENTER

ARTICLE I

Office

Section 1.1. PRINCIPAL OFFICE. The principal office for the transaction of the business of the corporation is fixed and located at 1649 El Prado, in Casa de Balboa, in Balboa Park, in the City of San Diego, County of San Diego, State of California. The Board of Trustees is hereby granted full power and authority to change the said principal office from one location to another within the said county.

Section 1.2. OTHER OFFICES. Branch or subordinate offices may at any time be established by the Board of Trustees at any place or places where the corporation is qualified to do business.

ARTICLE II

Membership

Section 2.1. VOTING MEMBERS AND QUALIFICATION. Initially, there shall be one class of voting members of the corporation. Members shall be nonprofit charitable, scientific or educational organizations which own or have custody of works of art or other objects of cultural interest. Members shall be elected from time to time by vote of the Board of Trustees.

Section 2.2. NONVOTING MEMBERS. The Board of Trustees may, from time to time, establish another class or classes of members, with or without voting rights. The privileges, rights and duties of such other class or classes of members shall be as provided by the Board of Trustees, subject to the terms of the Bylaws, as amended from time to time. The Board of Trustees may thereby confer some or all of the rights of the members upon any person or persons. If such person or persons do not have the right to vote for the election of Trustees, on a disposition of substantially all of the assets of this corporation, on a merger, on a dissolution or on changes to the corporation's Articles of Incorporation or Bylaws, such person shall not be a member within the meaning of Section 5056 of the Nonprofit Public Benefit Corporation Law.

Section 2.3. ADMISSION AND EXPULSION. Admission or expulsion from membership shall be by the vote of a majority of the authorized number of Trustees.

Section 2.4. FEES, DUES AND ASSESSMENTS. The Board of Trustees may determine from time to time an initial membership fee for any new member, provided, however, that the determination shall be made at or prior to the time of admission to membership. The Board of Trustees may determine in each year dues or assessments for each member, which may include a minimum amount guaranteed to the corporation by each member and which may be applied by each member toward the cost of such services as it may request of the corporation during the year. Initial membership fees, dues and assessments may vary as between members, according to their particular circumstances, and such other considerations, such as a member's contribution of space, equipment, material or personnel, as may be fair and equitable.

Section 2.5. RESIGNATION. Any member may resign from the corporation in writing filed with the Secretary of the corporation, specifying the date, not a past date, upon which the resignation shall become effective. Resignation shall not release the resigning member from the payment of its initial membership fee, dues or assessments for the balance of the calendar year in which the resignation is effective, and no pro rata refund of any initial membership fee, dues or assessments shall be made.

Section 2.6. PROPERTY RIGHTS. No member shall have any right or interest in any of the property or assets of this corporation.

Section 2.7. NONLIABILITY. No member shall be personally liable for the debts, liabilities, or obligations of this corporation.

ARTICLE III

Membership Meetings

Section 3.1. PLACE OF MEETING. All meetings of members shall be held either at the principal office of the corporation or at any other place within the State of California, which may be designated by the Board of Trustees pursuant to the authority hereinafter granted to the said Board, or by the written consent of all members entitled to vote thereat, given either before or after the meeting filed with the Secretary of the corporation.

Section 3.2 ANNUAL MEETINGS. The annual meetings of members of the corporation shall be held on the first Thursday in May of each year at 10:00 a.m., or, if said day falls upon a legal holiday, then at the same time and place on the next day thereafter which is not a legal holiday, or at any other time and place determined by resolution of the Board of Trustees.

Section 3.3. SPECIAL MEETINGS. Special meetings of members, for any purpose or purposes whatsoever, may be called at any time by the President or by the Board of Trustees, or by one or more members holding not less than one-fifth of the voting power of the corporation. Upon such call in writing by any person or persons other than the Board, stating the business to be transacted at the special meeting, mailed to the principal officer of the corporation, or delivered to the Chairman of the Board or the President, it shall be the duty of the President to cause notice to be given, within 20 days from receipt of such request, to the members entitled to vote thereat of the meeting scheduled and to be held not less than 35 days nor more than 90 days after the receipt of such a request.

Section 3.4. NOTICE OF MEETINGS. A notice of each annual meeting, written ballot for election of Trustees or otherwise, if any, and special meeting shall be given by the President or, in case of his failure or refusal, by any other officer or any Trustee; shall specify the place, time, day and hour of the meeting or the date on which the ballot shall be returned, if applicable; in the case of an annual meeting at which Trustees shall be elected, shall specify the names of all those who are candidates for election of Trustees at the time the notice is given, and in the case of special meetings, the nature of the business to be transacted thereat. Such notice shall be given in writing to every member of the corporation who, on the record date for notice of the meeting, is entitled to vote thereat. Such notice shall be given either personally or by sending a copy thereof by first-class mail or by telegraph, postage or charges prepaid, to the member's address appearing on the books of the corporation, at least ten days but no more than 90 days prior to the date fixed for such meeting.

Section 3.5. ADJOURNED MEETINGS. Any members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the members either present in person or represented by proxy thereat, but in the absence of a quorum no other business may be transacted at any such meeting. When any members' meeting, annual or special, is adjourned for 45 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary

to give any such notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by an announcement at the meeting at which such adjournment is taken.

Section 3.6. QUORUM. The presence in person or by proxy of a majority of the members entitled to vote at any meeting shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 3.7. CONSENT OF ABSENTEES. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporation records or made a part of the minutes of the meeting.

Section 3.8. VOTING. Each voting member in good standing is entitled to one vote on each matter submitted to a vote of the members. Voting shall be by voice vote, unless the chairman of the meeting at which such vote takes place directs such voting to be by ballot. No single vote shall be split into fractional votes. Cumulative voting for the election of Trustees or otherwise shall not be authorized.

Section 3.9. ACTION WITHOUT MEETING. Any action which may be taken at a meeting of members may be taken without a meeting if authorized by a writing, signed by all of the members who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the corporation.

See Amendment
attached * Section 3.10. ELECTION OF TRUSTEES. Trustees shall be elected at the annual meeting of members. The Board of Trustees shall designate a slate of candidates for election, and nominations shall also be taken from the floor at the annual meeting. The persons receiving the greatest number of votes shall serve as Trustees.

Section 3.11. PROXIES. Every member entitled to vote shall have the right to do so in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the

corporation. Any proxy executed is not revoked and continues in full force and effect until (i) a writing stating that the proxy is revoked or a duly executed proxy bearing a later date is filed with the Secretary of the corporation prior to the vote pursuant thereto, (ii) the person executing the proxy attends the meeting and votes in person, (iii) written notice of the death or incapacity of the maker of such proxy is received by the corporation before the vote pursuant thereto is counted; provided, that no proxy shall be valid after the expiration of 11 months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force, except that a maximum term for any proxy shall be three years. A proxy may be revoked, notwithstanding a provision making it irrevocable, by a transferee of a membership without knowledge of the existence of the provision unless the existence of the proxy and its irrevocability appears on the certificate representing the membership. Anything to the contrary notwithstanding, an irrevocable proxy covering matters requiring a vote of the members as to the following matters is not valid as to such matters unless it sets forth the general nature of the matter to be voted on: (i) removal of a Trustee or Trustees without cause, (ii) filling of vacancies on the Board of Trustees not otherwise filled by the Board, (iii) approval of a transaction in which a Trustee or Trustees have a material financial interest, (iv) amendment of the Articles or Bylaws repealing, restricting, creating or expanding proxy rights, or (v) amendment of the Articles of Incorporation.

Section 3.12. CONDUCT OF MEETINGS. Meetings of members shall be presided over by the Chairman of the Board, if any, or in his absence, by the President of the corporation, or in his absence, by the Vice-President, and in the absence of all of them, by the chairman chosen by a majority of the members present. The Secretary of the corporation shall act as the secretary of all meetings of members, provided that in his absence the presiding officer shall appoint another member to act as Acting Secretary of the meeting.

See amendment attached: Section 3.13

ARTICLE IV

Board of Trustees

Section 4.1. POWERS. Subject to the limitations of the Articles of Incorporation, of the Bylaws, and of the General Nonprofit Corporation Law of the State of California as to action to be authorized or approved by members, and subject to the duties of Trustees as prescribed by the Bylaws, all corporate powers shall be exercised by or under the authority of,

and the business and affairs of the corporation shall be controlled by, the Board of Trustees. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Trustees shall have the following powers:

First: To select and remove all the other officers, agents and employees of the corporation, to prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation, or with the Bylaws, to fix their compensation, and to require from them security for faithful service.

Second: To conduct, manage and control the business and affairs of the corporation, and to make such rules and regulations therefor not inconsistent with law, with the Articles of Incorporation, or with the Bylaws as they may deem best.

Third: 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 name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and security therefor.

Fourth: To change the principal office for the transaction of the business of the corporation from one location to another within the same county as provided in Section 1.1 hereof to fix and locate from time to time one or more subsidiary offices of the corporation within or without the State of California, as provided in Section 1.2 hereof to designate any place within the State of California for the holding of any members' meeting or meetings, and to adopt, make, use and alter from time to time a corporate seal as in their judgment they deem best, provided that such seal shall at all times comply with the provisions of law.

Fifth: To appoint an Executive Committee and other committees, and to delegate to the Executive Committee or other committees any of the powers and authority of the Board of Trustees in the management of the business and affairs of the corporation, except the power to adopt, amend or repeal Bylaws.

see attached amendments * Section 4.2. NUMBER OF TRUSTEES. The Board of Trustees shall consist of a number of Trustees equal to the number of members admitted to the corporation from time to time, until changed by amendment of the Articles of Incorporation or by amendment of these Bylaws, 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. The exact number of Trustees shall be fixed from time to time, within the limits specified in the Articles of Incorporation, or in this section, by a resolution duly adopted by the Board of Trustees. Subject to the foregoing provisions for changing the number of Trustees, the exact number of Trustees of the corporation shall be eleven (11).

Section 4.3. ELECTION AND TERM OF OFFICE. The Trustees shall be elected at each annual or special meeting of members. All Trustees shall hold office until their respective successors are elected.

Section 4.4. VACANCIES. Vacancies in the Board of Trustees may be filled by a majority of the remaining Trustees then in office, though less than a quorum, and each Trustee so elected shall hold office until his successor is elected at an annual meeting of the members or at a special meeting called for that purpose, or by written ballot in accordance with Section 3.10.

A vacancy or vacancies shall be deemed to exist in the case of the death, resignation or removal of any Trustee, or if the authorized number of Trustees be increased without election of the additional Trustees so provided for, or in the case the members fail at any time to elect the full number of authorized Trustees. The members may at any time elect Trustees to fill any vacancy not filled by the Trustees. If any Trustee tenders his resignation to the Board of Trustees, then the Board shall have the power to elect a successor to take office at such time as the resignation shall become effective. No reduction in the number of Trustees shall have the effect of removing any Trustee prior to the expiration of his term of office.

Section 4.5. PLACE OF MEETING. All meetings of the Board of Trustees may be held at any place within or without the state, which has been designated from time to time by resolution of the Board or by the written consent of all of the Trustees. In the absence of such designation, meetings shall be held at the principal office of the corporation.

Section 4.6. ORGANIZATION MEETINGS. Immediately following the annual meeting of members, the count of written ballots for the election of Trustees or any special meeting of the members at which Trustees shall have been elected, if any, and not less than annually, the Trustees shall hold a regular meeting for the purpose of organizing the Board, the election of officers and the transaction of such business as may come before the meeting. Pending such organization meeting, all officers of the corporation shall hold over, except any officer required by law or these Bylaws to be a Trustee and who does not qualify as a Trustee. A Trustee elected at such meeting of members, if any, shall forthwith become a member of the Board of Trustees for purposes of such organization. In the event such an organization meeting shall not be held immediately following such meeting of members, it shall thereafter be held at the next regular meeting, or after a special meeting.

Section 4.7. OTHER REGULAR AND SPECIAL MEETINGS. Other regular and special meetings of the Board of Trustees for any purpose or purposes may be called at any time by the President or by any two Trustees.

Section 4.8. NOTICE OF MEETINGS. Notice of the time and place of each meeting of the Board of Trustees not fixed by an express provision of the Bylaws shall be given to each Trustee not less than forty-eight (48) hours before the date of the meeting if given personally or by telephone or telegraph and not less than four (4) days before the date of the meeting if given by first-class mail.

Section 4.9. CONSENT TO MEETINGS. The transactions of the Board of Trustees at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum be present and if either before or after the meeting each Trustee not present signs a written waiver of notice, or a consent to the holding of such meeting or approval of the minutes thereof, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Trustee. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 4.10. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board of Trustees under any provision of the General Nonprofit Corporation Law of the State of California may be taken without a meeting if all Trustees shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Trustees. Any certificate or other document filed under any provision of the General Nonprofit Corporation Law of the State of California which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Trustees without a meeting, and that the Articles of Incorporation and Bylaws authorize the Trustees to so act.

*See attached amendment 2** Section 4.11. QUORUM. A majority of the Trustees shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Trustees present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Trustees unless a greater number be required by law or by the Articles of Incorporation.

Section 4.12. ENTRY OF NOTICE. Whenever any Trustee has been absent from any special meeting of the Board of Trustees, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such special meeting was given to such Trustee, as required by law and by these Bylaws.

Section 4.13. ADJOURNMENT. A quorum of the Trustees may adjourn any Trustees' meeting to meet again at a stated date and hour; provided, however, that in the absence of a quorum a majority of the Trustees present at any Trustees' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place be fixed at the meeting adjourned.

Section 4.14. REMOVAL. A Trustee may be removed from office for cause by the vote of a majority of the authorized number of Trustees.

Section 4.15. FEES AND COMPENSATION. The Trustees shall receive no compensation for their services as Trustees.

Section 4.16. NONLIABILITY OF TRUSTEES. Subject to compliance with the provisions of Sections 4.18, 4.19 and 4.20 of these Bylaws, no Trustee shall be personally liable for the debts, liabilities or other obligations of this corporation.

Section 4.17. INDEMNITY FOR LITIGATION. The corporation shall have and hereby agrees to exercise the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a Trustee, officer, employee or other agent of the corporation, to the full extent allowed under the provisions of Section 5238 of the California Nonprofit Corporation Law relating to the power of a corporation to indemnify any such person. The amount of such indemnity shall be so much as the Board of Trustees determines and finds to be reasonable, or, if required by said Section 5238, the amount of such indemnity shall be so much as the court determines and finds to be reasonable.

Section 4.18. INTERESTED PERSONS. Pursuant to Section 5227 of the California Nonprofit Corporation Law, no more than forty-nine percent (49%) of the Trustees serving on this Board may be "interested persons." For the purposes of this section, "interested persons" means either (i) any person currently being compensated by the corporation for services rendered to it within the previous twelve (12) months whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Trustee as Trustee; or (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person.

Section 4.19. STANDARD OF CONDUCT. Pursuant to Section 5231 of the California Nonprofit Corporation Law, a Trustee shall perform the duties of a Trustee, including duties as a member of any committee of the Board upon which the Trustee may serve, in good faith, in a manner such Trustee believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

a. One or more officers or employees of the corporation whom the Trustee believes to be reliable and competent in the matters presented;

b. Counsel, independent accountants or other persons as to matters which the Trustee believes to be within such person's professional or expert competence; or

c. A committee of the Board upon which the Trustee does not serve, as to matters within its designated authority, which committee the Trustee believes to merit confidence. Provided, that in any such case, the Trustee acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 4.20. SELF-DEALING TRANSACTIONS. Pursuant to Section 5233 of the California Nonprofit Corporation Law, the corporation shall not be a party to a transaction in which one or more of its Trustees has a material financial interest ("Interested Trustee") unless:

a. Approval by Attorney General. The Attorney General, or the court in an action in which the Attorney General is an indispensable party, has approved the transaction before or after it was consummated; or

b. Approval by Board. Prior to entering into the transaction, after full disclosure to the Board of all material facts as to the proposed transaction and the Interested Trustee's interest and investigation and report to the Board as to alternative arrangements for the proposed transaction, if any, the Board in good faith and by a vote of a majority of the Trustees then in office (without including the vote of the Interested Trustee):

(i) Resolves and finds that (1) the transaction is in the corporation's best interests and for the corporation's own benefit, (2) the transaction is fair and reasonable as to the corporation, and (3) after reasonable investigation under the circumstances as to alternatives, the corporation could not have obtained a more advantageous arrangement with reasonable efforts under the circumstances; and

(ii) Approves the entire transaction; or

c. Interim Approval by Authorized Committee or Person. If it is not reasonably practicable to obtain approval of the Board prior to entering into such transaction, and, prior to entering into said transaction, a committee or person authorized by the Board approves the transaction in a manner consistent with the procedure set forth in subsection (b) of this section; and the Board, after determining in good faith

that the corporation entered into the transaction for its own benefit and that the transaction was fair and reasonable as to the corporation at the time it was entered into, ratifies the transaction at its next meeting by a vote of the majority of the Trustees then in office, without counting the vote of the Interested Trustee.

In light of the foregoing limitations, all Trustees shall fill out an annual questionnaire dealing with this subject matter.

ARTICLE V

Officers

Section 5.1. OFFICERS. The officers of this corporation shall be a President, Vice-President, Secretary, Treasurer, Director of the Laboratory, and such other officers as the Board of Trustees may appoint. One person may hold two or more offices, except that the offices of President and Secretary shall not be held by the same person.

Section 5.2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 or Section 5.5, shall be chosen annually by the Board of Trustees, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 5.3. SUBORDINATE OFFICERS. The Board of Trustees may appoint and may empower the President to appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the Bylaws or as the Board of Trustees may from time to time determine.

Section 5.4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by the Board of Trustees at any regular or special meeting thereof, or, except in the case of an officer chosen by the Board of Trustees, by any officer upon whom such power of removal may be conferred by the Board of Trustees.

Any officer may resign at any time by giving written notice to the Board of Trustees, or to the President, or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any

later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 5.6. PRESIDENT. Subject to the control of the Board of Trustees, the President shall have general supervision, direction and control of the business and affairs of the corporation. He shall preside at all meetings of the members and Trustees, shall serve as an ex officio member of all committees, and shall have such other powers and duties as may be prescribed from time to time by the Board of Trustees.

Section 5.7. VICE-PRESIDENT. In the absence or disability of the President, the Vice-President shall perform all of the duties of the President and in so acting shall have all of the powers of the President. The Vice-President shall have such other powers and duties as may be prescribed from time to time by the Board of Trustees.

Section 5.8. 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 it 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 of the records of the corporation, and shall have such other powers and duties as may be prescribed from time to time by the Board of Trustees.

Section 5.9. TREASURER. The Treasurer shall receive and safely keep all funds of the corporation and deposit them with such depositories as may be designated by the Board of Trustees. He shall disburse the funds of the corporation as may be ordered by the Board of Trustees, shall render to the President and Trustees, whenever they request it, an account of all his transactions as Treasurer, and of the financial condition of the corporation, and shall have such other powers and duties as may be prescribed from time to time by the Board of Trustees.

Section 5.10. DIRECTOR OF THE LABORATORY. The Director of the Laboratory shall direct and supervise the laboratory and training programs of the corporation, undertaking the

investigation and treatment of works of art or other objects of cultural interest consistent with the principles of art conservation. He shall be responsible for undertaking periodic inspections of members' collections of works of art or other objects of cultural interest, and shall have such other powers and duties as may be prescribed from time to time by the Board of Trustees.

ARTICLE VI

Committees

Section 6.1. APPOINTMENT OF COMMITTEES. The Board of Trustees may appoint an Executive Committee and such other committees as the Board from time to time deems necessary or appropriate to conduct the business and further the objectives of this corporation. The Executive Committee and any other committee having authority of the Board shall consist of two (2) or more Trustees.

Section 6.2. POWERS AND AUTHORITY OF COMMITTEES. The Board of Trustees may delegate to the Executive Committee or any other committee having the authority of the Board, any of the powers and authority of the Board of Trustees in the management of the business and affairs of the corporation, except the following:

a. The approval of any action for which the Non-profit Corporation Law also requires the approval of members of a corporation, in which event the approval of the Board of Trustees shall be required, if there are no members, and the approval of the members shall be required if there are then members.

b. The filling of vacancies on the Board or in any committee which has the authority of the Board.

c. The fixing of compensation of the Trustees for serving on the Board or on any committee.

d. The amendment or repeal of Bylaws or the adoption of new Bylaws.

e. The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.

f. The appointment of committees of the Board or the members thereof.

g. The expenditure of corporate funds to support a nominee for Trustee after there are more people nominated for Trustee than can be elected.

h. The approval of any self-dealing transaction except as permitted in Section 4.20 of these Bylaws.

ARTICLE VII

Services

Section 7.1. PERIODIC INSPECTION. The corporation shall provide to each member in good standing a periodic inspection of its collection of works of art or other objects of cultural interest, and an adequate record of such inspection. Such additional services as laboratory examinations, analyses, recommendations for treatment and treatment may be provided to members on such terms and conditions as may be determined from time to time by the Board of Trustees.

Section 7.2. OWNERSHIP OR CUSTODY. Members may request examination and treatment only of objects owned by them, or in their custody, or in which they have an interest. No object will be accepted for examination or treatment unless accompanied by a request in writing signed by the member and reciting that such member owns the object or is duly authorized to make the request.

Section 7.3. SERVICES TO NONMEMBERS. The Board of Trustees may authorize the rendering of art conservation services to nonprofit charitable, scientific or educational organizations which are not members of the corporation, on such terms and conditions as the Board may from time to time determine, but the corporation shall not engage in any commercial activity inconsistent with its exempt purposes, or render any services of examination or treatment except to nonprofit charitable, scientific or educational organizations.

ARTICLE VIII

Miscellaneous

Section 8.1. FISCAL YEAR. The fiscal year of the corporation shall end on the last day of December of each year.

Section 8.2. INSPECTION OF CORPORATE RECORDS. The books of account and minutes of the proceedings of members and Trustees, and of any Executive Committee or other committees of the Trustees, shall be open to inspection at any reasonable time upon the written demand of any member. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts.

Section 8.3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The President or any Vice-President and the Secretary or any Assistant Secretary of the corporation are authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted to said officers may be exercised by such officers in person or by other persons authorized to do so by proxy duly executed by such officers.

Section 8.4. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation and any and all securities owned by or held by the corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Trustees.

Section 8.5. EXECUTION OF CONTRACTS. The Board of Trustees, except as in the Bylaws otherwise provided, may authorize any officer, or officers, agent, or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the corporation and such authority may be general or confirmed to specific instances and unless so authorized by the Board of Trustees, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount. Provided, that pursuant to Section 5214 of the Nonprofit Corporation Law, any such contract or instrument between the corporation and any third person, when signed by the President or any Vice-President and the Secretary-Treasurer or any Assistant Secretary-Treasurer of the corporation, shall be valid and binding upon the corporation in the absence of actual knowledge on the part of said third person that the signing officers had no authority to execute the same.

Section 8.6. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. Pursuant to Section 6322 of the California Nonprofit Corporation Law, the Board of Trustees shall

cause an annual statement of certain transactions and indemnifications to be sent to its members, if any, and to the Trustees not later than one hundred twenty (120) days after the close of the fiscal year. If the corporation issues an annual report to all members, this requirement shall be satisfied by including the required information, as set forth below, in said annual report. Such annual statement shall describe:

a. The amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year of the corporation to any officer or Trustee of the corporation; provided, that no such report need be made in the case of indemnification approved by the members; and

b. Any "covered transaction" (defined below) during the previous fiscal year of the corporation involving (1) more than Fifty Thousand Dollars (\$50,000) or, (2) which was one of a number of "covered transactions" in which the same "interested person" (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement shall describe the names of any "interested persons" involved in such covered transactions, including such "interested person's" relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the interested person is only a partner, only the interest of the partnership need be stated. For the purposes of this section, a "covered transaction" is a transaction in which the corporation, or its parent or subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

(i) Any Trustee or officer of the corporation, or its parent or subsidiary; or

(ii) Any holder of more than ten percent (10%) of the voting power of the corporation, or of its parent or subsidiary.

For purposes of this section, any person described in either subparagraph (i) or (ii) above is an "interested person."

ARTICLE IX

Effective Date and Amendments

Section 9.1. EFFECTIVE DATE. These Bylaws shall become effective immediately upon their adoption. Amendments to these Bylaws shall become effective immediately upon their adoption unless the Board of Trustees or members of the corporation in adopting them provide that they are to become effective at a later date.

Section 9.2. AMENDMENTS. These Bylaws may be amended or repealed and new Bylaws adopted by the vote of the majority of the members of the Board of Trustees upon proper notice, unless the action would materially and adversely affect the rights of the members as to voting or transfer; except that Bylaws affecting the following may be adopted, amended or repealed only by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present, or otherwise by approval of the members:

- a. A Bylaw specifying or changing the maximum or minimum number of Trustees;
- b. A Bylaw increasing the term of Trustees;
- c. A Bylaw increasing the quorum of members; and
- d. A Bylaw repealing, restricting, creating or expanding proxy rights.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of BALBOA ART CONSERVATION CENTER.

2. That the foregoing Bylaws constitute the Bylaws of the said corporation adopted on 24 September, 1982, by the unanimous written consent of the Board of Trustees without a meeting, and that the Articles of Incorporation authorize the Trustees to so act.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of November, 1982, at San Diego, California.

SJB
Secretary

CERTIFICATE OF SECRETARY
OF
BALBOA ART CONSERVATION CENTER

I, the undersigned, do hereby certify as follows:

1. That I am the duly elected and acting Secretary of Balboa Art Conservation Center.

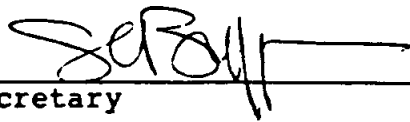
2. That at a meeting of the members of Balboa Art Conservation Center, duly held on May 21, 1984, at which a quorum was present, a majority of the members of Balboa Art Conservation Center voted in favor of amending the existing Bylaws as follows:

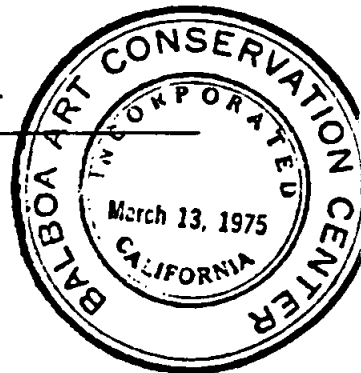
1 * "Section 4.2. NUMBER OF TRUSTEES. The number of Trustees of the corporation shall be not less than nine (9) and not more than fifteen (15) until changed by amendment of the Articles of Incorporation or by a bylaw amending this section duly adopted by the affirmative vote of the majority of the votes represented and voting at a duly held meeting at which a quorum is present or by written ballot in accordance with Section 3.9. The exact number of Trustees shall be fixed from time to time, within the limit specified in the Articles of Incorporation or in this section, by a resolution of the Board of Trustees. Subject to the foregoing provisions for changing the number of Trustees, the exact number of Trustees of this corporation is hereby fixed at eleven (11)."

2 * "Section 4.11. QUORUM. A majority of the duly elected and acting Trustees shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Trustees present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Trustees unless a greater number be required by law or by the Articles of Incorporation."

3. The foregoing amendments to the Bylaws have not been repealed and are in full force and effect from the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of December, 1984, at San Diego, California.


Secretary



CERTIFICATE OF SECRETARY
OF
BALBOA ART CONSERVATION CENTER

I, the undersigned, do hereby certify as follows:

1. That I am the duly elected and acting Secretary of Balboa Art Conservation Center.

2. That at a meeting of the members of Balboa Art Conservation Center, duly held on May 8, 1992, at which a quorum was present, a majority of the members of Balboa Art Conservation Center voted in favor of amending the existing Bylaws as follows:

"Section 4.3. ELECTION AND TERM OF OFFICE.

(a) Member Trustees. The Member Trustees shall be elected at each annual or special meeting of members. All Member Trustees shall hold office until their respective successors are elected.

(b) At-Large Trustees.

(i) The term of office for At-Large Trustees shall be three (3) years. Approximately one-third (1/3) of the At-Large Trustees shall be elected at each annual or special meeting of the members. All At-Large Trustees shall hold office until their respective successors are elected. There shall be no prohibition on reelection of an At-Large Trustee following the completion of that At-Large Trustee's term of office; providing, however, that no At-Large Trustee shall serve more than two (2) consecutive three (3) year terms of office. Following two (2) consecutive terms as an At-Large Trustee, an individual must accrue at least one (1) year without serving as a Trustee before such individual may again serve as an At-Large Trustee.

(ii) In order to transition the At-Large Trustees into staggered terms, at the May 8, 1992 meeting, the members shall, elect approximately one-third (1/3) of the At-Large Trustees to serve a one (1) year term, approximately one-third (1/3) of the At-Large Trustees to serve a two (2) year term, and approximately one-third (1/3) of the At-Large Trustees to serve a three (3) year term. At the meeting for the election of At-Large Trustees immediately succeeding the 1992 membership meeting, the At-Large Trustees who have been designated to serve only one (1) year shall cease to be At-Large Trustees and the members shall elect At-Large Trustees to fill the resulting vacancies. Similarly, at the second annual meeting succeeding the 1992 membership meeting, the At-Large

Trustees who have been designated to serve a term of two (2) years shall cease to be At-Large Trustees."

3. The foregoing amendments to the Bylaws have not been repealed and are in full force and effect from the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of May, 1992, at San Diego, California.

Donna Kaurley
Secretary

I, Bruce Kamerling, Secretary of Balboa Art Conservation Center, a corporation incorporated under the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution of the Board of Trustees of said corporation, duly and regularly passed and adopted at a meeting of the Board of Directors of said corporation which was duly and regularly called and held in all respects as required by law, and by the by-laws of said corporation at the office thereof on the 28th day of June, 1991, at which meeting a majority of the Board of Trustees of said corporation was present and voted in favor of said resolution.

I further certify that said resolution is still in full force and effect and has not been amended or revoked, and that the specimen signatures appearing below are the signatures of the officers authorized to sign for this corporation by virtue of said resolution.

IN WITNESS WHEREOF, I have hereunder subscribed my name as such Secretary of this Corporation and have affixed its seal, this 28th day of June, 1991, at San Diego, California.

AUTHORIZED SIGNATURES:

[Signature]
Signature

[Signature]
Signature



[Signature]
(Signature)
Secretary of Balboa Art
Conservation Center,
a California corporation

**CORPORATE RESOLUTION AUTHORIZING
INCREASING THE NUMBER OF AT-LARGE TRUSTEES**

WHEREAS, it is of benefit to the Balboa Art Conservation Center, hereinafter referred to as "BACC," that the number of At-Large Trustees be increased;

NOW THEREFORE, be it resolved that the exact number of Trustees of BACC is hereby fixed at seventeen (17).

RESOLVED FURTHER that the additional Trustee shall be designated as an At-Large Trustee.

CERTIFICATE OF SECRETARY
OF
BALBOA ART CONSERVATION CENTER

I, the undersigned, do hereby certify as follows:

1. That I am the duly elected and acting Secretary of Balboa Art Conservation Center.

2. That at a meeting of the members of Balboa Art Conservation Center, duly held on June 9, 1989, at which a quorum was present, a majority of the members of Balboa Art Conservation Center voted in favor of amending the existing Bylaws as follows:

"Section 3.10. ELECTION OF TRUSTEES. Trustees shall be elected at the annual meeting of members. Prior to the annual meeting of members, the Board of Trustees shall appoint a nominating committee in accordance with Section 3.13. The slate of Trustees proposed by the Nominating Committee shall be circulated to each member no later than one month prior to the annual meeting of members.

Each member shall have as many votes as equal to the number of Trustees designated to be elected by the Nominating Committee. No cumulative voting by members shall be permitted. The individuals receiving the greatest number of votes shall become Trustees and shall be treated as a member of the Board of Trustees for all purposes."

"Section 3.13. NOMINATING COMMITTEE. No later than two months prior to the annual meeting of members, the Board of Trustees shall appoint a Nominating Committee. The Nominating Committee shall consist of a least two (2) members of the Board of Trustees.

The Nominating Committee shall (i) nominate a slate of proposed Trustees and (ii) designate the number of Trustees to be elected by the members at their annual meeting. The slate of proposed Trustees shall consist of Member Trustees and At-Large Trustees. The Nominating Committee shall designate a slate for proposed Member Trustees consisting of one representative from each member institution. At-Large Trustees are to be individuals who endeavor to further the charitable purposes of the corporation and who are unaffiliated (except as a member) with any member of the corporation. Up to the limitations provided in Section 4.2, the At-Large Trustees nominated may equal up to the number of Member Trustees, less one."

"Section 4.2. NUMBER OF TRUSTEES. The number of Trustees of the corporation shall be not less than eleven (11) and not more than twenty-one (21) until changed by amendment of the Articles of Incorporation or by a bylaw amending this section duly adopted by the affirmative vote of the majority of the votes represented and voting at a duly held meeting at which a quorum is present or by unanimous written consent in accordance with Section 3.9. The exact number of Trustees shall be fixed from time to time, within the limit specified in the Articles of Incorporation or in this section, by a resolution of the Board of Trustees. Subject to the foregoing provisions for the changing the number of Trustees, the exact number of Trustees of this corporation is hereby fixed at sixteen (16)."

3. The foregoing amendments to the Bylaws have not been repealed and are in full force and effect from the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this sixth day of July, 1989, at San Diego, California.

Dan Kama
Secretary

