



THE CITY OF SAN DIEGO

Old Globe Theatre/ol

March 5, 2004

Mr. Louis G. Spisto
Executive Director
The Old Globe
P.O. Box 122171
San Diego, CA 92112-2171

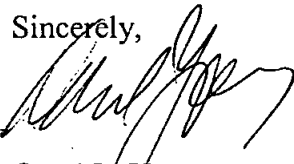
Reference: Restated Lease Agreement of 1984 between the City of San Diego ("City") and Old Globe Theatre, filed in the Office of the City Clerk on April 2, 1984, as Document No. RR-260398 ("Lease")

Dear Mr. Spisto:

This is in response to your February 23, 2004, notice to the City of your intention to exercise your option to renew the above-referenced Lease. After a review of the Lease, it was determined that you have met the requirements outlined in the Lease to exercise the Section III.C option to extend the term for an additional period of twenty-five (25) years commencing August 20, 2004.

In the future, please direct any correspondence regarding the Lease to me at the address listed below. If I can be of further assistance with this issue or any other matters, please contact me at (619) 236-6985.

Sincerely,



Carol L. Young
Property Agent

cc: Craig W. Gibson, Supervising Property Agent
Michael J. Behan, Deputy Director, Balboa Park
Kathleen Hasenauer, District Manager, Balboa Park

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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

THE OLD GLOBE



Old Globe Theatre

Cassius Carter Centre Stage

Lowell Davies Festival Theatre

RECEIVED
CITY OF SAN DIEGO

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REAL ESTATE ASSETS DEPT.

Jack O'Brien, *Artistic Director*
Louis G. Spisto, *Executive Director*
Craig Noel, *Artistic Director*

P.O. Box 122171 Tel (619) 231-1941
San Diego, CA Fax (619) 231-5879
92112-2171 www.TheOldGlobe.org

February 23, 2004

Ms. Carol Young
Property Agent
City of San Diego
Real Estate Services Division
1200 Third Avenue, Suite 1700
San Diego, CA 92101

Dear Carol,

The Restated Lease Agreement of 1984 ("Lease") by and between the City of San Diego ("City") as lessor and the Old Globe Theatre ("Old Globe") as lessee ("Lessee") for the area in and around the Old Globe Theatre, Cassius Carter Center Stage, and Festival Stage provides for an initial expiration date of August 19, 2004. The Lease also states that Lessee has the option to renew the Lease for an additional period of twenty-five years (the "Option") by providing written notice to the City between 180 and 150 days prior to the expiration date. In accordance with the provisions of Section III.C. of the Lease, the Old Globe Theatre hereby elects to exercise the Option, thus extending the expiration date of the Lease to August 19, 2029.

Please confirm at your earliest convenience that we have met the requirements outlined in the Lease for effectively exercising the Option and that the expiration date has been extended to August 19, 2029.

Thank you very much.

Sincerely,

Louis G. Spisto
Executive Director

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RESTATED LEASE AGREEMENT OF 1984

THIS LEASE AGREEMENT is executed by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called "City," and the OLD GLOBE THEATRE, a California nonprofit corporation, hereinafter called "Lessee."

RECITALS

A. In Balboa Park, City of San Diego, State of California, City owns a group of buildings and structures collectively known as the Simon Edison Center of Performing Arts.

B. The Charter of the City of San Diego, Section 55, and provisions of the Municipal Code authorize City to execute agreements with respect to the use of recreational, cultural and educational facilities.

C. On January 2, 1979, City granted Lessee a Preferential Non-Exclusive Use and Occupancy Permit to construct and use a temporary outdoor theatre, known as the Festival Stage, through October 31, 1981, until such time as a permanent theatre facility could be constructed.

D. On August 20, 1979, City and Lessee entered into a Lease Agreement for construction, maintenance and operation of a theatre complex in Balboa Park for the benefit of the general public. This Agreement is on file in the Office of the City Clerk as Document No. RR-250081. As a condition of said Lease, Lessee has constructed for City, at Lessee's expense, a theatre building valued in excess of four million dollars (\$4,000,000).

E. Lessee has made other significant contributions to this complex by construction and enhancement of other buildings, structures and site improvements.

F. On May 24, 1982, the 1978 Permit, referred to in Recital "C" above, was amended and extended through October 31, 1983. This permit is on file in the Office of the City Clerk as Document No. RR-256424.

G. On July 26, 1982, the 1979 Lease Agreement was amended to permit the limited sale of alcoholic beverages. This Amendment is on file in the Office of the City Clerk as Document No. RR-256870.

H. Lessee now desires that the Festival Stage be granted permanent status and that the Stage site and minor additional areas adjacent to the building complex be included within the leasehold.

I. It is in the best interest of City that Lessee, being well-qualified and competent, continue to manage and operate the Premises in the manner herein set forth.

J. It is in the best interest of City and Lessee that the aforementioned leases, permits and amendments be restated as hereinafter set forth. Following which, upon its approval by the City Council of City, this lease agreement shall govern the relationship between the parties.

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

I. CORPORATION AS LEGAL ENTITY

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

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

the City Manager any amendments to the Articles filed by Corporation, certified by the Secretary of State.

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

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

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

E. Board Resolutions. A copy of a resolution of the Board of Trustees of Corporation, certified by its Secretary, authorizing (i) the application by Corporation to City for financial assistance, and (ii) authority to execute this Agreement on behalf of Corporation.

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

II. LEASED PREMISES

A. Description. City hereby leases to Lessee, and Lessee leases from City, those certain premises together with all appurtenances thereto, (hereinafter called the "leased premises"), situated in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

The land together with those buildings known as "The Old Globe Theatre," the "Cassius Carter Center Stage" and the "Festival Stage," together with all appurtenant, adjacent and necessary service buildings, all as more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof.

B. Permitted Use. Said premises are leased to Lessee for the sole purpose of preparation and presentation of dramatic and musical performances, and similar performances, and matters incidental thereto, including, but expressly limited to: (1) the right to charge admission therefore, (2) the right to operate a box office and administrative office facilities, (3) the right to sell nonalcoholic beverages, tobacco, food, confections, novelties and publications during any time at which the demised premises are used by Lessee or its designees, as more particularly described in Paragraph IV.A.3 hereof. In addition, upon receipt of a written request, to be submitted at the beginning of each calendar year, which details the type of beverages to be sold, the time, and the conditions of sale, the City Manager may at his or her sole discretion approve the sale of selected alcoholic beverages exclusively to patrons of events held on the premises.

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

D. Renting of Facilities. Subject to the written approval of the City Manager, or his designated representative, which approval shall not be unreasonably withheld, Lessee may rent the facilities, or any part thereof, on certain specific occasions to corporations, organizations or individuals provided that such events are in keeping with uses permitted pursuant to

provisions of Section II.B of this Agreement and for purposes incidental thereto. Lessee may charge a fee for such use provided that income derived from such sources constitutes business related income and is utilized to help offset the annual operating expenses of the Old Globe Theatre. Any such usage of facilities shall be subject to the terms, covenants or conditions of this Lease.

III. TERM OF AGREEMENT

A. Term. The term of this Agreement shall commence upon its approval by the City Council of City, and end on August 19, 2004.

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

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

This option shall be exercised only by written notice, duly given and delivered in accordance with Paragraph 8 of Section IV.C, setting forth Lessee's election to exercise said option. Said notice of Lessee's exercise of this option to renew shall be given no more than one hundred eighty (180)

days and no less than one hundred fifty (150) days prior to expiration of the term hereof.

IV. CONSIDERATION

A. Theatrical Performances. In consideration for the granting of this Lease, Lessee shall conduct a minimum of two hundred (200) theatrical performances annually. Said minimum number of performances shall include the annual Summer Shakespeare Festival. For the purposes of this lease agreement "Theatrical Presentations" shall be construed to mean those events open to the general public and whose primary intent is to provide entertainment and elicit an aesthetic response. Presentations of this type shall include, but are not necessarily limited to, stage plays, musicals, concerts, operas, live and closed circuit television broadcasts and films.

If Lessee fails to produce or present any theatrical performances during any three-month period of the term hereof, the City may, at the City's sole discretion, terminate this Agreement.

B. Use of Facility. City shall require the Lessee to continue to use the facility as a recreational center by presenting at the facility Student Previews of classical performances, including but not limited to Shakespearean productions. City shall require lessee to use its best efforts to present classical and/or Shakespearean plays to student audiences totaling 1,500 over twelve performances each year, with approximately 50% from County schools (schools in other than the fourteen incorporated cities in San Diego County). Lessee shall charge a reduced fee admission charge for such performances.

V. COVENANTS AND CONDITIONS

A. Covenants by City.

1. Quiet Possession. City expressly agrees that Lessee, upon fulfilling its obligations and performing all of the covenants and

agreements, shall and may, at all times during the term hereof, subject to the provisions of this lease, peaceably and quietly have, hold and enjoy the leased premises.

B. Covenants by Lessee.

1. Performances

a. No more than ninety (90) percent of the total seats available for any performance presented by Lessee, including but not limited to the Annual Summer Shakespeare Festival, may be sold on a season ticket basis.

b. Lessee shall provide to City annually schedules of performances to be given at the Annual Shakespeare Festival and the regular season of Lessee as soon as said schedules have been set. Lessee shall also provide to City a list of any proposed increases in ticket prices and concession items (specified in Paragraph II.B hereof).

2. Use of Proceeds. Lessee agrees that all income and proceeds received by Lessee from the operation of the leased premises shall be utilized within the leased premises for purposes of the continued operation, maintenance and improvement of the leased premises and for purposes incidental thereto. Certification of Lessee's compliance with the requirements of this section shall be specifically set forth in Lessee's audited financial statements as provided for in Section IV.B, Paragraph 3, hereof.

3. Annual Report. On or before March 1st of each year of this Agreement, Lessee shall submit to the City Manager a financial report certified by an independent certified public accountant for the previous fiscal year of Lessee. Said financial report shall include an operating

statement and a report of net worth, and shall be in a form satisfactory to City and be subject to review and audit by the City Auditor of City. The final report shall be within ninety (90) days of the expiration date of this Agreement, and shall cover the period between the last report and the said expiration date.

4. Compliance with Law. The Lessee agrees to and shall, at its sole cost and expense, comply and secure compliance with all the requirements of all municipal, state, county and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the premises, all municipal ordinances and state and federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee or any sublessee or permittee in any action or proceeding against them or any of them, whether the City be a party thereto or not, that the Lessee, sublessee or permittee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between City and Lessee.

5. Equal Opportunity. Lessee agrees to and shall take affirmative action to improve employment opportunities of minorities and women. When applicable, Lessee agrees to abide by the City's Equal Opportunity Program for Lessees as it now or hereafter exists. A copy of the program, effective as the date of this Agreement, is on file in the Office of the City Clerk and by this reference is incorporated herein. Minorities are presently defined as Mexican-American, Black, Filipino, American Indian, and Asian/Oriental. The goal of this program shall be the attainment of the employment of minorities and women in all areas of

employment in a total percentage of employment approximately equal to the total level of minority and women employment as established by the City for its Affirmative Action Program each year.

6. Nondiscrimination. Lessee agrees to and shall not discriminate in any manner against any person or persons on account of age, race, marital status, sex, religious creed, color, ancestry, national origin, physical handicap or medical condition in Lessee's use of the premises, including, but not limited to, the providing of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment.

7. Insurance.

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

public liability, and property damage insurance, covering said buildings and appurtenances.

If the operation under this Agreement results in an increased (or decreased) risk in the opinion of the City Manager, then Lessee agrees that the minimum limits hereinafter designated shall be changed accordingly upon request by the City Manager.

b. Public Liability and Property Damage Insurance. During the entire term of this Lease, Lessee agrees to take out and maintain public liability insurance which names City as an additional insured with an insurance carrier satisfactory to City to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons, whatsoever, resulting directly or indirectly from any act or activities of Lessee or any person acting for Lessee or under Lessee's control or direction, and also to protect against loss or liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Lessee or any person acting for Lessee or under Lessee's control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Lease in the amount of not less than one million dollars (\$1,000,000) combined single limit. Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from Lessee's activities or the activities of any person or persons for which Lessee is otherwise responsible.

Lessee shall, on or before the effective date of this Lease, deliver to the City Manager of City, a policy of bodily injury and property damage liability insurance issued by a company licensed in the State of California to transact such business, indicating that Lessee has bodily injury and property damage liability insurance as required in this paragraph, and indicating that the policy has been endorsed or does otherwise cover the contractual liability imposed by this Agreement, and that the insurance company shall notify the City Manager if said policy be terminated or limited in any manner prior to the termination date specified in the policy.

c. Fire. The leased premises shall be insured for fire loss by inclusion within the City's umbrella fire policy for all City buildings. All contents not covered by City policy shall be insured by Lessee.

City and Lessee and anyone claiming through or under them by way of subrogation, waive any right of action that it may later acquire against the other of the parties to this Agreement for loss or damage to its property or to property in which it may have an interest, where such loss is caused by fire and arises out of or in connection with the leased premises.

8. Indemnification. City, its agents, officers and employees, shall not be held liable, for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of Lessee or any of the Lessee's representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other persons whatsoever, nor for personal injuries to, or deaths of them, or any of them, whether caused by or resulting from any acts or omission of Lessee in or upon the

leased premises, or any act or omission of any person or from any defect in any part of the leased premises or from any other cause or reason whatsoever. Lessee further agrees to indemnify and save free and harmless City and its authorized agents, officers, and employees against any of the foregoing liabilities and any costs and expenses incurred by City on account of any claim or claims therefor.

During the term of this Lease, Lessee agrees to defend in the name of, and on behalf of, City, all claims or suits for damages and all fixed costs and interest on all such legal proceedings and pay all sums which City may become liable to pay as damages imposed upon it by law arising out of accidental bodily injury or death suffered, or alleged to have been suffered, by any person while within or upon the premises described in this Lease. Lessee further agrees to pay all sums which City may become liable to pay as damages imposed upon it by law resulting from accidental injury to, or destruction of, property not owned, leased, occupied or used by, or in the care, custody or control of, Lessee or of City or of any employee of Lessee or City, subject to the following conditions: (a) this Agreement shall not apply to any injury or death caused by any employee of City; (b) City shall not voluntarily assume any liability or incur any expenses or settle any claims without the prior written consent of Lessee.

9. Surrender of Buildings. Lessee agrees to and shall use ordinary care for the preservation in safety and in good condition of the leased premises and the buildings constructed thereon, and shall, on expiration or sooner termination of the term hereof, surrender the same to City in good condition, reasonable wear and tear excepted.

10. Ownership. At all times during the term of this Agreement said premises shall be the absolute property of the City.

11. Landscaping of Festival Stage Area. Lessee agrees, within two (2) years of the execution of this lease, to landscape Parcel "B", Exhibit "A" according to City standards and subject to the approval of the City Manager. The subject landscaping will be designed to complement the divergent landscaping styles of the Sculpture Garden and the adjacent portion of the San Diego Zoo. The purpose of the planting will be to mitigate the negative visual quality impacts of the Festival Stage as cited in Environmental Impact Report - EQD No. 80-90-37 and will include, but not necessarily be limited to, plantings to camouflage most of the stage, stage supporting poles, lighting poles and scaffolding from the surrounding park area and zoo; and the relocation of flags and signs to the westerly entrance of the facility to reduce their immediate visibility and conflict with the Sculpture Court of the Museum of Art.

12. Improvements, Repairs and Alterations. Lessee shall not make any alterations or changes in the leased premises, or cause to be made, built or installed thereupon, any improvements and shall not alter any existing improvements; except in accordance with plans and specifications previously submitted to the City Manager of said City and approved, in writing, by him or her. Such improvements will be subject to the California Environmental Quality Act Guidelines and consistent with the Historical Designation and Park Character, and uses of the leased premises and adjacent areas. Lessee agrees to take good care of the leased premises, fixtures and appurtenances, and of all alterations, additions and improvements to any of them, and to perform janitorial services within the premises and to keep the said premises in a safe, clean and

sanitary condition at all times. Interior decoration and alterations for the accommodation of the Lessee shall be the responsibility of the Lessee. By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair, and agrees on the last day of the term or sooner termination of this Lease to surrender to City the premises with improvements in the same condition as when received or as they may have been put into, reasonable wear and tear excepted.

13. Removal of Improvements. City agrees that all trade fixtures common to the theatre industry installed by Lessee in accordance with the provisions herein provided, shall be and remain the property of Lessee, and Lessee agrees that all improvements of a permanent nature, including the seating, heating system, air conditioning plant, and plumbing shall be and remain the property of City. Lessee shall have the right to remove, at Lessee's expense, such fixtures and improvements belonging to Lessee, prior to expiration or sooner termination of this Agreement, provided that any damage to City's property or improvements shall be repaired and the premises left in good order and condition. In the event Lessee does not so remove said fixtures and improvements prior to the expiration of this Agreement, City may remove, or sell, or destroy the same at the expense of Lessee, and Lessee shall pay to City the reasonable cost of any such removal, sale or destruction, together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Lessee may be deemed abandoned.

14. Labor and Materialmen's Bond. Lessee will save City free and harmless, indemnify it against all claims for labor and materials in

connection with improvements, repair or alterations to the leased premises, and the cost of defending against such claims, including reasonable attorney's fees.

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

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

15. Maintenance. Lessee agrees to assume responsibility for the operation of said premises. Maintenance of improvements within the leasehold will be the joint responsibility of City and Lessee as follows:

a. Parcel "A" (Exhibit "A")

1) Building and Structural Improvements. Lessee agrees to perform all routine maintenance of the interior of structures and janitorial maintenance of the leased premises

including those adjacent areas for which the Lessee has the nonexclusive right to use, throughout the term hereof without expense to City unless otherwise specified herein, and to perform all repairs and replacements necessary to such maintenance and to preserve said premises in a decent, safe, healthy and sanitary condition in a manner satisfactory to City and in compliance with all applicable laws. City agrees to perform basic building maintenance on permanent and structural features, such as interior walls and ceilings, excluding painting thereof, exterior walls, roofs, floors and external structures, including major structural, electrical, heating and plumbing maintenance. A detailed division of these maintenance services between City and Lessee is described in Exhibit "B" attached hereto, and made a part hereof by this reference. City and Lessee may choose to provide some of their maintenance responsibility by contract with a third party and where mutually agreeable, may merge the responsibilities of each party into a single contract with costs to be prorated as appropriate.

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

2) Landscape Improvements. The City shall maintain and preserve the existing turf, trees, shrubbery and other landscaping of these parcels at a level consistent with maintenance provided adjacent public park areas. Any increase in level of maintenance, including the installation of any special seasonal

plantings, will be provided solely at the Lessee's expense. It is understood that at some future date, Lessee may wish to significantly alter the existing landscaping in these parcels and that such alterations may increase the level of maintenance required. When such alterations are made, the City may, at its sole option, transfer all or part of the responsibility for maintenance of the area to the Lessee with thirty (30) days written notice.

b. Parcel "B" (Exhibit "A"). Lessee shall, at its sole cost and expense, maintain all improvements, buildings, structures and landscaping in Parcel "B" in a safe, clean and sanitary condition acceptable to City and in compliance with all applicable laws. Lessee agrees to provide and maintain drains and brow ditches and take whatever steps deemed necessary by City, to prevent soil erosion and to protect Zoo improvements north of Parcel "B."

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

16. Waste, Damage or Destruction of Premises. Lessee shall give prompt notice to City of any damage to the leased premises within ten (10) days of such damage occurring. Lessee shall not commit or suffer to be committed any waste or injury, or any public or private nuisance.

Lessee shall keep the premises clean and clear of refuse and obstructions; and shall dispose of all garbage, trash, and rubbish in a manner satisfactory to City.

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

In the event City elects to make such repairs, Lessee agrees to and shall pay to City, upon receipt of an invoice, the full cost of the repairs made and Lessee further agrees that this Lease shall remain in full force and effect. In the event that City does not so elect and Lessee does not so elect to make such repairs or in the event of a total destruction of the leased premises, City may terminate this Lease and Lessee may also terminate this Lease, provided the destruction, partial or total, has not arisen as a result of the negligence of Lessee, or of Lessee's agents, employees or any person or persons acting for Lessee or under Lessee's control. Nothing contained herein is to be construed as obligating City to repair, replace or renew any glass whatsoever or any fixtures, equipment, improvements or property belonging to Lessee which may have been damaged as a result directly or indirectly of any of such damage or for any other cause whatsoever.

In the event the leased premises are damaged in whole or in part by fire or any other insured risk, City shall be obligated to apply the proceeds of any such insurance to the repair or reconstruction of the

leased premises, provided that Lessee elects to join in such repair or reconstruction and to be responsible for the cost thereof in excess of the amount of any said insurance proceeds as are payable to City. Upon receipt of notice of the amount of said insurance proceeds, City shall thereupon give Lessee written notice of the amount thereof, and Lessee shall notify City within fourteen (14) days of the receipt thereof of its intentions as to such repairs or reconstruction.

17. Disputes. The Lessee agrees to refer all disputes as to the interpretation of this Lease, or the right and duties of the parties hereto, to the City Manager. Nothing herein contained shall be considered to be derogation of any rights whatsoever which either party hereto has, or shall have, under any applicable charters, laws, ordinances, regulations or judicial or administrative decisions or ruling of the State of California or the City of San Diego.

18. Taxes. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Lessee will be subject to the payment of property taxes levied on such interest. As further consideration for the execution of this Lease, Lessee agrees to pay and discharge, before delinquency, all taxes, assessments and fees assessed or levied upon the Lessee or the leased premises during the term of this Lease.

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

20. Transportation and Parking. Lessee shall take reasonable measures to alleviate the traffic and parking impacts created by the Lessee's operation. These measures may include, but are not necessarily limited to, the publicizing and promoting of the use of outlying parking lots by its patrons, the provision of escort service, valet parking service and/or the operation of shuttle bus service.

C. Restrictive Conditions.

1. Entry and Inspection. City reserves and shall always have the right to enter the leased premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises or to inspect the operations conducted thereon. In the event that such entry or inspection by City discloses that said premises are not in a decent, safe, healthy and sanitary condition, City shall have the right, after ten (10) days written notice to Lessee, to have any necessary maintenance work done for and at the expense of Lessee and Lessee hereby agrees to pay within thirty (30) days of receipt of an invoice from City any and all costs incurred by City in having such necessary maintenance work done in order to keep said premises in a decent, safe, healthy and sanitary condition. Further, if at any time the City determines that said premises are not in a decent, safe, healthy and sanitary condition, City may at its sole option, without additional notice, require Lessee to file with City a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy and sanitary. Said bond shall be in amount adequate in the opinion of the City to correct the said unsatisfactory condition. Lessee shall pay the cost of said bond. The rights in this section shall not

create any obligations on City or increase obligations elsewhere in this Lease imposed on City.

2. Right to Assign and Sublet. Lessee shall not assign this Lease, or any interest therein, and shall not sublet the leased premises, or any part thereof, or any right or privilege appurtenant thereto, nor suffer any other person (the agents, officers and employees of City excepted) to occupy or use the leased premises, except as consistent with the purpose of this Agreement, without the express, prior written consent of the City Council. A consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such subsequent assignment or subletting without such consent shall be void, and shall, at the option of City, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the prior, written consent of the City Council.

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

leased premises for utilities, thoroughfares, or access as it may deem advisable for the public good.

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

5. Waiver. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of consideration hereunder by City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, nor shall any failure on the part of City to require or exact full and complete compliance with any of the covenants, conditions or agreements of this Lease be construed as in any manner changing the terms hereof or to stop City from enforcing the full provisions hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written Agreement of the City and Lessee.

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

7. Remedies of City. In the event (a) that Lessee shall default in the performance of fulfillment of any covenant or condition herein contained on Lessee's part to be performed or fulfilled shall fail to cure such default within thirty (30) days following the service on Lessee of a written notice from City specifying the default or defaults complained of and the date on which Lessee's rights hereunder will be terminated as hereinafter provided if such default or defaults is or are not cured, or (b) that Lessee shall file a voluntary petition in bankruptcy, or (c) that Lessee shall be adjudicated a bankrupt, or (d) that Lessee shall make a general assignment for the benefit of creditors, then and in either or any of the said events, City may, at its option, without further notice or demand upon Lessee or upon any person or persons claiming by, through or under Lessee, immediately cancel and terminate this Lease and terminate each, every and all of the rights of Lessee and of any and all persons claiming by, through or under Lessee in or to the leased premises and in or to the further possession thereof and may thereupon enter into and upon the leased premises and to repossess the same and expel Lessee any and all persons claiming by, through or under Lessee. The rights and remedies of City as hereinabove set forth, are cumulative only and shall in no wise be deemed to limit any of the other provisions of this Lease or otherwise to deny to City any right or remedy at law or in equity which City may have or assert against Lessee under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of City, as hereinabove set forth, shall supplement or be in addition to or in aid of the other provisions of this Lease and of any right or remedy at law or in equity which City may have against said Lessee.

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

9. Administration and Notice. Control and administration of this Lease is under the jurisdiction of the City Manager of the City of San Diego and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Lease or by law to be given or served upon City may be given or served by letter deposited in the United States mails, postage prepaid, and addressed to the City Manager, City of San Diego, Attention Park and Recreation Director, 202 "C" Street, San Diego, California 92101, or at such other address as the City Manager, in writing, specifies. Any notice or notices provided for by this Lease or by law to be given or served upon Lessee may be given or served by depositing in the United States mails, postage prepaid, a letter addressed to said Lessee whose address is P. O. Box 2171, San Diego, California 92112, or may be personally served upon said Lessee (or any one of them), or any person hereafter authorized by Lessee to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

10. Political Activities. As provided in the "authorized uses" provision of this Lease Agreement, the premises shall be used exclusively for the purposes specified. The premises shall not be utilized for the purpose of working or campaigning for the nomination or election to any public office be it partisan or nonpartisan. Provided, however, that the

Lessee shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.

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

Lessee shall at no time deny the general public, City, or other park tenants free access to and use of roads and walkways within the leased premises.

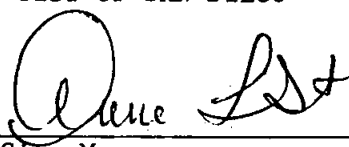
VI. ENTIRE UNDERSTANDING

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

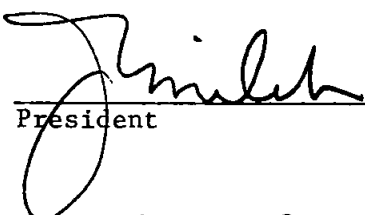
IN WITNESS WHEREOF, this Restated Lease Agreement is executed by the City, acting by and through its City Manager, pursuant to Resolution No. R-266398, authorizing such execution, and the Lessee has caused this Lease Agreement to be executed, and its corporate name and seal to be affixed by the proper officers.

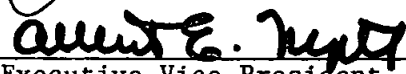
Dated this 2nd day of April, 1984.

THE CITY OF SAN DIEGO

By 
ASSISTANT TO THE City Manager

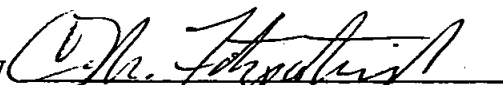
OLD GLOBE THEATRE

By 
President

By 
Executive Vice President

APPROVED as to form and legality this 2d day of April, 1984.

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

DESCRIPTION OF LEASE SITES

FOR OLD GLOBE THEATER AREA

Portions of that land commonly known as Balboa Park, as shown on Plat entitled Old Globe Theater Lease Areas, being North of the Plaza-de-California, also being a part of the Pueblo Lands as shown on Miscellaenous Map No. 36, as recorded in the San Diego County Recorder's office, and being within the City of San Diego, County of San Diego, State of California, being more particularly described as follows:

PARCEL A

Commencing at a City Engineer's disc in the Westerly sidewalk at the intersection of "Village Place" and "Laurel Street Prado Area," as shown on City of San Diego Field Notes, W.O. 117278, dated February 13, 1975, Index 206-1722; thence North $89^{\circ} 53' 17''$ West, 782.12 feet, to a nail and disc, also shown on the above-described Field Notes; thence North $63^{\circ} 01' 24''$ West, 756.45 feet, to a point which is the intersection the Northerly extension of the existing fence line to the South and the Westerly extension of the existing back-of-curb line to the east, said point being the TRUE POINT OF BEGINNING; thence South $89^{\circ} 18' 12''$ East, along the extension of said back-of-curb line and along the back-of-curb, 214.38 feet, to the beginning of a tangent 40.00 foot radius curve concave Southwesterly; thence Southeasterly along said curve and along said back-of-curb, 31.78 feet, through a central angle of $45^{\circ} 30' 52''$, to a point of compound curvature, said point being the beginning of an 84.50 foot radius curve concave Southwesterly; thence Southeasterly along said curve and along said back-of-curb, 28.53 feet, through a central angle of $19^{\circ} 20' 41''$ to a point of tangency; thence South $24^{\circ} 26' 39''$ East, along said back-of-curb, 37.21 feet, to the beginning of a tangent 42.00 foot radius curve concave Westerly; thence Southerly along said curve and along said back-of-curb, 21.14 feet, through a central angle of $28^{\circ} 50' 15''$, to a point of reverse curvature, said point being the beginning of a 40.00 foot radius curve concave Northeasterly; thence Southeasterly along said curve and along said back-of-curb, 20.53 feet, through a central angle of $29^{\circ} 24' 11''$, to a point of tangency; thence South $25^{\circ} 00' 35''$ East, along said back-of-curb, 26.80 feet, to an angle point; thence South $28^{\circ} 40' 55''$ East, along said back-of-curb, 5.80 feet, to a point on the back-of-curb which is also the Easterly corner of a concrete sidewalk; thence South $50^{\circ} 48' 08''$ West, 28.90 feet, to a point on the edge of concrete on the Westerly side of the sidewalk, said point also being a point on a 38.00-foot radius curve concave Westerly, the center of which bears South $70^{\circ} 33' 39''$ West from said point; thence Southerly along said curve and along said edge of concrete, 12.93 feet, through a central angle of $19^{\circ} 29' 49''$ to a point of tangency;

thence South 00° 03' 28" West, along said edge of concrete, 28.98 feet, to an angle point; thence South 44° 52' 59" West, along said edge of concrete, 16.99', to an angle point; thence North 89° 58' 39" West, along said edge of concrete, 52.14 feet, to an angle point; thence North 44° 15' 55" West, along said edge of concrete, 17.12 feet, to an angle point; thence leaving said edge of concrete, South 74° 25' 40" West, 15.90 feet, to an angle point in the concrete sidewalk Northeast of the Museum of Man; thence South 89° 56' 06" West, 53.01 feet, to a point on the back of a two-foot high concrete wall North of the Museum of Man; thence North 89° 52' 12" West, along said back-of-wall, 30.11 feet, to the beginning of a tangent 2.50 foot radius curve concave Southeasterly; thence Southwesterly along said curve and along said back-of-wall, 3.93 feet, through a central angle of 90° 09' 45", to a point of tangency; thence South 00° 01' 57" East, along said back-of-wall, 6.57 feet, to the beginning of a tangent 6.00 foot radius curve concave Northwesterly; thence Southwesterly along said curve and along said back-of-wall, 9.41 feet, through a central angle of 89° 50' 35", to a point of tangency; thence South 89° 48' 38" West, along said back-of-wall, 26.37 feet to a point on the back-of-wall which is also on the extension of an exterior building wall line of the Museum of Man; thence South 00° 28' 29" West, along the extension of said exterior building wall line and along the building wall, 24.68 feet, to an angle point in said wall; thence South 87° 26' 13" West, 1.78 feet, to an angle point in said wall; thence South 01° 30' 23" West, 1.73 feet, to an angle point in said wall; thence North 89° 41' 33" West, along said wall, 62.86 feet, to the Southwesterly corner of a wall which runs North from the Museum of Man; thence North 00° 13' 21" West, along the face of said wall and along an existing chain link fence and the northerly extension thereof, 247.52 feet to the TRUE POINT OF BEGINNING.

PARCEL B

Commencing at a City Engineer's disc in the Westerly sidewalk at the intersection of "Village Place" and "Laurel Street Prado Area," as shown on City of San Diego Field Notes, W.O. 117278, dated February 13, 1975, Index 206-1722; thence North 89° 53' 17" West, 782.12 feet, to a nail and disc, also shown on the above-described Field Notes; thence continuing North 46° 09' 33" West 510.07 feet, to the TRUE POINT OF BEGINNING which is on the back of curb, said point also being a point on a 38.00-foot radius curve, the center of which bears North 88° 17' 55" West from said point; thence North 87° 06' 23" East, 60.74 feet, to a 1 1/2-inch diameter steel fence post; thence North 05° 44' 06" West, along the fence, 27.19 feet, to the intersection with a fence running East and West; thence North 89° 44' 20" East, along said fence, 86.97 feet, to an angle point; thence South 89° 15' 86" East, along said fence, 68.86 feet, to the point of intersection with a 6-foot chain-link fence running Southwesterly from said intersection, said point also being a point on a 152.41 foot radius

curve concave Northwesterly, the center of which bears North 80° 02' 46" West from said point; thence Southwesterly along said curve and along said fence, 84.06 feet, through a central angle of 31° 36' 07", to an angle point; thence South 63° 16' 39" East, along said fence, 16.52 feet, to an angle point; thence South 52° 39' 11" East, along said fence and along the extension of said fence line, 42.93 feet, to a point on the back of curb; thence South 27° 31' 01" West, along said back-of-curb, 28.59 feet, to the beginning of a tangent 115.00 foot radius curve concave Northwesterly; thence Southwesterly along said curve and along said back-of-curb, 64.51 feet, through a central angle of 32° 08' 33", to a point of tangency; thence South 59° 39' 34" West, along said back-of-curb, 34.57 feet, to the beginning of a 56.00 foot radius curve, concave Northerly; thence Westerly along said curve and along said back-of-curb, 93.51 feet, through a central angle of 95° 40' 14", to a point of tangency; thence North 24° 40' 12" West, along said curve and along said back-of-curb, 97.11 feet, to the beginning of a tangent 227.00 foot radius curve, concave Southwesterly; thence Northwesterly along said curve and along said back-of-curb, 36.82 feet, through a central angle of 09° 17' 32", to a point of reverse curvature, said point being the beginning of a 20.00 foot radius curve, concave Easterly; thence Northerly along said curve and along said back-of-curb, 16.87 feet, through a central angle of 48° 20' 15", to a point of reverse curvature, said point being the beginning of a 28.00 foot radius curve, concave Southwesterly; thence Northerly along said curve and along said back of curb, 6.19 feet, through a central angle of 12° 40' 25", to the TRUE POINT OF BEGINNING.

<u>System/Area</u>	<u>City's Responsibilities</u>	<u>Tenant Responsibilities</u>
Windows/Glass in Doors	Replace glass in doors. Replace/repair windows and glass in exterior windows.	Cleaning of glass in doors and windows. Replacement of window glass if responsible for breakage. All interior glass. Maintain security alarm system.
Fire Suppression System, including alarm	Maintain and repair fire suppression and alarm system throughout building.	Preventive maintenance. Maintenance of any equipment installed by tenant.
Floor Covering	None	Custodial care and repair/maintain tile, carpet, etc.
Displays	Approve hook-up of electrical and water (Buildings) and structural (Engineering and Development).	Install and operate displays. Custodial care care of displays.
Elevators - Passenger	All except routine inspection.	Routine inspection and reporting of problems.
Elevator - Stage Lifts	Special consultant's inspection.	All including routine inspection.
Pest Control	Termites, bees in structure.	All other pests.
Seating	None	All
Sound System	None	All
Stage Sets	None	All
Roof	All but custodial.	Keep roof clear of debris and keep drain openings clear.

RESOLUTION NUMBER R- 260398

Adopted on APR 2 1984

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Restated Lease Agreement with the OLD GLOBE THEATRE, for use, operation and maintenance of facilities collectively known as the Simon Edison Center of Performing Arts, under the terms and conditions set forth in the Restated Lease Agreement on file in the office of the City Clerk as Document No. RR- 260398 .

APPROVED: John W. Witt, City Attorney

By *C. M. Fitzpatrick*
C. M. Fitzpatrick
Assistant City Attorney

CMF:rc:274.2

3/7/84

Or.Dept:Pk.& Rec.

Form=r.auagr

Passed and adopted by the Council of The City of San Diego on

April 2, 1984 by the following votes:

YEAS: Cleator, McColl, Jones, Struiksmas, Gotch, Murphy,

Martinez, Hedgecock.

NAYS: None.

NOT PRESENT: Mitchell.

AUTHENTICATED BY:

ROGER HEDGECK

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By BARBARA BAXTER
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 260398 passed and adopted by the Council of The City of San Diego, California, on April 2, 1984.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By Barbara Baxter
Deputy

(Rev. 5/83)

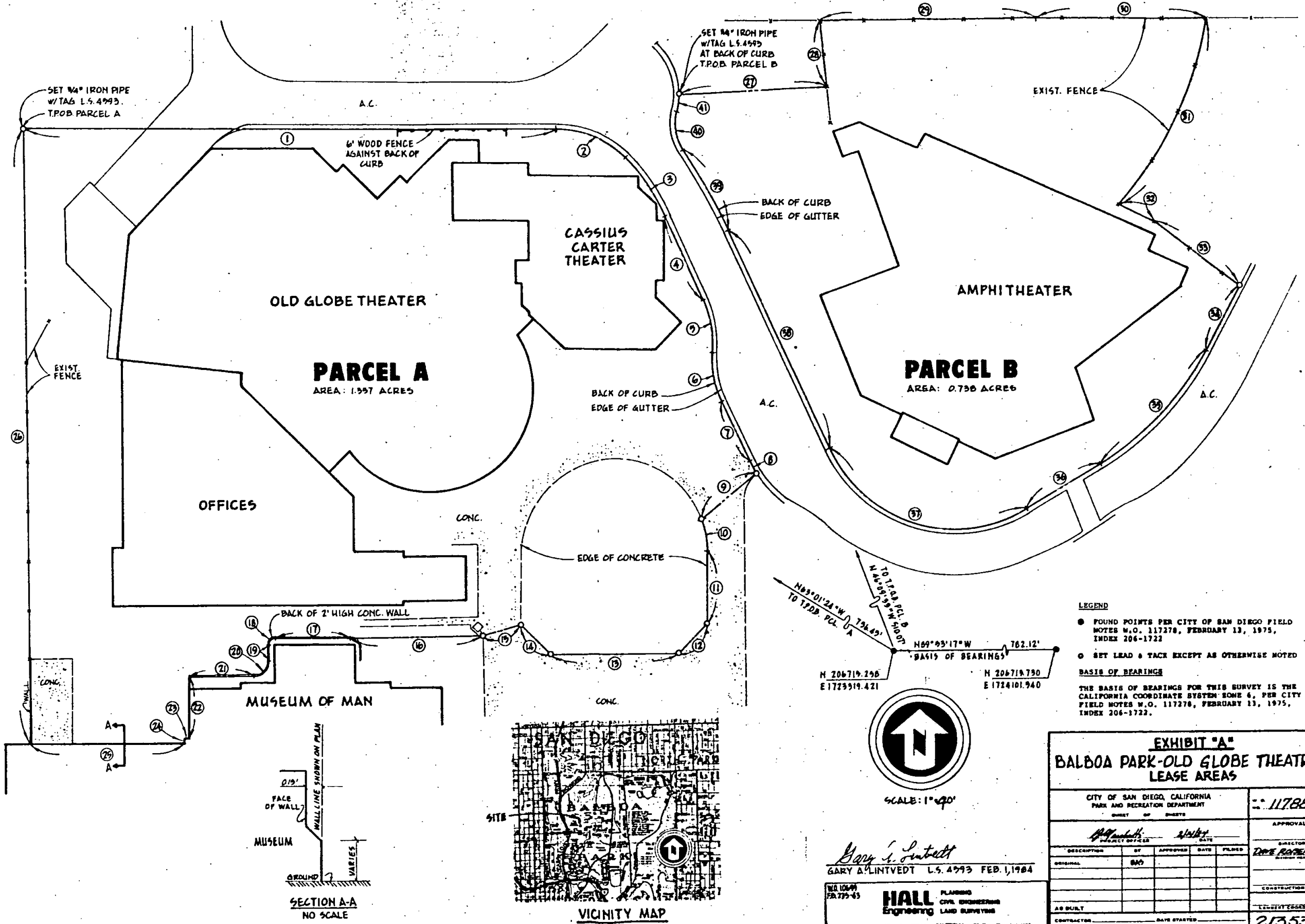
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COURSE DATA
PARCEL A

ANG OR DELTA	RADIUS	LENGTH
1°18'12"E		214.38'
1°30'52"	40.00	31.78'
1°20'41"	84.50	28.53'
1°26'39"E		37.21'
1°50'15"	42.00	21.14'
1°24'11"	40.00	20.53'
5°00'35"E		26.80'
1°40'55"E		5.80'
3°48'08"W		28.90'
3°29'49"	38.00	12.93'
3°03'28"W		28.98'
4°52'59"W		16.99'
3°58'39"W		52.14'
4°15'55"W		17.12'
4°25'40"W		15.90'
9°56'08"W		53.01'
9°52'12"W		30.11'
0°09'45"	2.50	3.83'
10°01'57"E		6.57'
19°50'35"	6.00	9.41'
18"W		26.37'
20"W		24.68'
1°24'13"W		1.78'
1°30'23"W		1.73'
39°41'33"W		62.86'
10°13'21"W		247.52'

PARCEL B

ANG OR DELTA	RADIUS	LENGTH
17°06'23"E		60.74'
15°44'06"W		27.19'
19°44'20"E		86.97'
19°15'36"E		68.86'
11°36'07"	152.41'	84.08'
53°16'39"E		16.52'
52°39'11"E		42.93'
27°31'01"W		28.59'
12°08'33"	115.00'	64.51'
59°39'34"W		34.57'
95°40'14"	56.00'	93.51'
24°40'12"W		97.11'
09°17'32"	227.00'	36.82'
48°20'15"	20.00'	16.87'
12°40'25"	28.00'	6.19'



LEGEND

- FOUND POINTS PER CITY OF SAN DIEGO FIELD NOTES M.O. 117178, FEBRUARY 13, 1975, INDEX 206-1722
- SET LEAD & TACK EXCEPT AS OTHERWISE NOTED

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM SOME 6, PER CITY FIELD NOTES M.O. 117270, FEBRUARY 13, 1975, INDEX 206-1722.

EXHIBIT "A"	
BALBOA PARK-OLD GLOBE THEATRE	
LEASE AREAS	
CITY OF SAN DIEGO, CALIFORNIA PARK AND RECREATION DEPARTMENT SHEET OF SHEETS	117887
APPROVALS	
PROJECT OFFICER: <i>[Signature]</i> DATE: <i>[Date]</i>	
DIRECTOR: <i>[Signature]</i> DATE: <i>[Date]</i>	
CONSTRUCTION SMT: <i>[Signature]</i> DATE: <i>[Date]</i>	
ELECTRIC ENGINEER: <i>[Signature]</i> DATE: <i>[Date]</i>	
CONTRACTOR: <i>[Signature]</i> DATE: <i>[Date]</i>	
DATE COMPLETED: <i>[Date]</i>	

GARY A. LINTVEDT L.S. 4793 FEB. 1, 1984

HALL Engineering

PLANNING
CIVIL ENGINEERING
LAND SURVEYING

2

DOCUMENT NO, RR-260398

FILED April 2, 1984

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

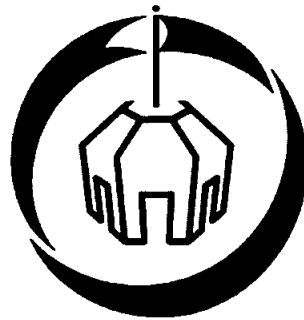
(LEAS - OLD GLOBE THEATRE)

Restated lease agreement with the Old Globe Theatre, for use, operation and maintenance of facilities collectively known as the Simon Edison Center of Performing Arts.

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

5/10/84 *aw*

THE OLD GLOBE



BYLAWS OF THE OLD GLOBE THEATRE

(Approved February 2, 2004)

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BYLAWS OF THE OLD GLOBE THEATRE

(Approved _____, 200_)

ARTICLE I NAME, PLACE OF BUSINESS, AND SEAL

Section 1.1 Name

The name of this organization is "Old Globe Theatre," doing business as "The Old Globe."

Section 1.2 Status

The Old Globe Theatre is a nonprofit public benefit corporation organized under the laws of the State of California.

Section 1.3 Principal Office

The principal office for the transaction of the business of the corporation is hereby fixed and located at the Simon Edison Center for the Performing Arts, Balboa Park, in the City of San Diego, County of San Diego, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another in said County.

Section 1.4 Corporate Seal

The Board of Trustees shall authorize for the corporation a suitable seal, which shall be in charge of the Secretary or such other officer as the Board may from time to time direct.

ARTICLE II MEMBERSHIP

Section 2.1 Membership Entitlement

All persons who have paid the annual or other membership fee which shall from time to time be prescribed by the Board of Directors shall be full members of this corporation for the period covered by the fee. There shall be only one class of members, the rights and privileges of which shall be uniform and equal.

Section 2.2 Rights of Members

Members shall have no property rights in the property of the corporation. Members shall be entitled to (i) receive notice of the annual and other meetings of members, (ii) receive such financial statements and other information concerning the corporation which the Board of Directors shall elect to disseminate, (iii) attend, participate, and vote at meetings of members, in person or by proxy, for Directors of the corporation and for the number of Directors, if the number is changed.

Section 2.3 Annual Membership Meeting

The annual meeting of members shall be held each January, or as soon thereafter as practicable, at a time and place to be selected by the Board of Directors. Notice of meeting shall be given, as

prescribed by these Bylaws, not less than twenty days before each annual meeting, specifying the place, the day and the hour of such meeting.

Section 2.4 Special Membership Meetings

Special meetings of members may be called at any time by the Board Chair, the Chief Executive Officer/President, the Board of Directors, or by one-third or more of the members in good standing of the corporation. Notices of any special meetings shall specify, in addition to the place, day and hour of such meeting, the general nature of the business to be transacted thereat.

Section 2.5 Membership Meeting Procedures

Members may appear and vote at meetings either in person or by written proxy, filed at or before the meeting with the corporate Secretary. The presence, in person or by proxy, of three hundred (300) members in good standing 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.

ARTICLE III DIRECTORS

Section 3.1 Number of Directors

The authorized number of directors is sixty-two (62).

(a) The authorized number of elected Directors shall not exceed sixty (60). This limitation on the number of elected Directors shall not be construed to require the Nominating Committee to propose to the Board, or to require the members to elect, the full authorized number of Directors in any year.

(b) The authorized number of *ex officio* Directors shall be two (2). The person holding the office of Executive Director/President of the corporation shall serve as a full voting *ex officio* member of the Board of Directors, and shall not be disqualified despite being a paid employee of the Old Globe Theatre. The President of the Globe Guilders shall serve as a full voting *ex officio* member of the Board of Directors. The term for these *ex officio* Directors shall be concurrent with the *ex officio* Directors' terms of office as Executive Director/President of the corporation or President of the Globe Guilders. If said Globe Guilders President is already an elected Director of the Board, the Globe Guilder President *ex officio* directorship shall remain vacant.

Section 3.2 Qualifications and Requirements for Directors

Any member of the Old Globe Theatre in good standing is eligible for election to the Board of Directors, provided such person is not a paid employee of the Old Globe Theatre. Each Director shall be dedicated to the purposes, programs and future of the Old Globe Theatre, by demonstrating leadership in contributing time, talent and money to the fullest extent of his or her ability. Each Director shall be actively involved on one or more committees of the Board and shall be a ticket subscriber.

Each person elected to serve as a member of the Board of Directors (whether for a new or renewed term of office), by acceptance of such service, shall thereby be considered to have accepted a responsibility to assist the Theatre in achieving its mission by both financial investment and participation, as follows:

(a) Financial Investment:

(1) Each Board member shall make a minimum annual fund contribution during each fiscal year of membership on the Board, in an amount specified from time to time by the Board. Annual fund contributions include:

- Membership.
- Program sponsorship.
- Underwriting of budgeted expenses.
- Personal gifts.
- Gifts from a Board member's business.
- Gifts from a private foundation controlled or influenced by a Board member.

(2) Each Board member shall purchase at least two tickets to the Gala.

(3) The Nominating Committee may make exceptions to the foregoing requirements for financial investment, in advance of its recommendation of a person to serve as a member of the Board of Directors.

(b) Participation:

(1) Each Board member shall attend a sufficient number of regular Board meetings to avoid three unexcused absences in any year, and to avoid three consecutive excused absences, subject to exceptions for extenuating circumstances reviewed and approved by the Executive Committee.

(2) Each Board member shall attend the productions of The Old Globe.

(3) The Nominating Committee shall review each Board member's participation, and shall report annually the results of its review to the Executive Committee.

The *ex officio* Directors shall be members of the Board of Directors by virtue of holding their offices, rather than by election. By serving in those offices, the *ex officio* Directors shall be deemed to have demonstrated their leadership, financial investment and participation required for service as members of the Board of Directors.

Section 3.3 Non-Voting Directors

The Board of Directors may establish honorary titles for persons, excluding staff and active Board members, who have distinguished themselves in furthering the interests of theatre in the community by demonstrating a significant contribution of service, artistic excellence, or financial support to the Old Globe Theatre. Such persons shall be deemed members of the corporation, but shall have no voting rights on the Board of Directors. Titles may include Directors Emeriti/ae, Associate Artists, Honorary Directors, or other designations, as determined by the Board of

Directors. Terms for persons given such honorary titles shall be as the Board of Directors may decide from time to time.

Section 3.4 Duties And Responsibilities

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 elected and *ex officio* members of the Board of Directors. Without prejudice to such general powers, it is hereby expressly declared that the Directors shall have the following powers, to wit:

(a) To select and remove all officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation, or the Bylaws, and fix their compensation.

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

(c) To change the principal office for the transaction of the business of the corporation from one location to another within the same county, to designate any place within the State of California for the holding of any members' meeting or meetings, except for the holding of the annual meeting.

(d) To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation or other evidence of debt and securities therefor.

Section 3.5 Nomination of Directors

All nominations of candidates for elected Directors shall initially be made by the Nominating Committee. The slate of Directors proposed by the Nominating Committee for consideration at the annual membership meeting shall be presented in writing to the Board of Directors by notice mailed at least ten (10) days prior to the November/December meeting of the Directors. The slate of Directors proposed by the Nominating Committee for consideration at the annual membership meeting shall be presented in writing to the membership by notice mailed at least twenty (20) days prior to the date of the meeting.

Upon the creation of a vacancy on the Board of Directors prior to the time of the annual meeting, to be filled by vote of the Board if the Board so determines, the Board shall first request and receive a report from the Nominating Committee containing its nominations for candidate(s) to fill the vacancy.

Section 3.6 Term of Office

The regular term of office for elected Directors shall be three (3) years next following the annual meeting at which the Director is chosen. Should a Director be appointed by the Board of Directors to fill a previously unfilled vacancy, or to fill the unexpired portion of the term of an elected Director who has resigned or otherwise ceased to serve, the regular term of the Director appointed by the Board shall be deemed to be the unexpired term which the Board makes applicable to that vacant seat, or the unexpired term of the Director whose term was interrupted,

as the case may be. If such unexpired term is for a period of less than one year, it shall not be deemed a full "term" for purposes of the succession preclusion specified herein. An elected Director may succeed for one term, thereby serving two consecutive terms as an elected Director. After such period, however, that elected Director shall not be eligible for re-election until at least one year shall have elapsed from the date of termination of the prior term as an elected Director.

Notwithstanding this provision (which effectively limits a Director ordinarily to serve not more than six consecutive years as an elected Director), a Director may serve an additional year if (i) that year follows that Director's termination of service as Chair, or (ii) that Director is, prior to the commencement of the seventh year of service, nominated and thereafter elected Chair, in which case, the Director may complete the service as Chair, plus one additional year.

The Board of Directors, upon the advice of the Nominating Committee, shall structure the terms of Directors and their nominations so as to achieve a Board composed approximately of one-third of its members with terms expiring on consecutive years.

Section 3.7 Vacancies

Vacancies on the Board of Directors may be filled by a majority of the remaining Directors, though less than a quorum. A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of (a) the death, resignation or removal of any Director, (b) an increase in the authorized number of Directors, (c) failure to elect, at any annual or special meeting of members, the full number of Directors authorized by Section 3.2 of these Bylaws, or (d) failure of a Director to meet the financial and participation requirements specified in Article II, Section 3.2(a) and (b). If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board of Directors shall have power to elect a successor to take office when the resignation is to become effective.

Section 3.8 Meetings of the Board of Directors

Regular meetings of the Board of Directors shall be held, as designated by Board resolution, at the principal place of business of the corporation, or at such other place, within or without the State, which has been designated from time to time by resolution of the Board or by action of the Executive Committee.

Immediately following each annual meeting of the membership, the Board of Directors may hold a meeting for the purpose of organization and transaction of other business. If such meeting is held, no notice need be given. If such meeting is held later, proper notice shall be given.

Special meetings of the Board of Directors for any purpose may be called at any time by the Board Chair, the Executive Director/President, or fifteen per cent of the Directors. Notice of the time and place of all special meetings of the Board of Directors shall be given as specified in these Bylaws at least one week before the time of the meeting. The transactions of any such special meeting of the Board of Directors shall be valid as though had at a meeting held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding the meeting or an approval of the minutes of the meeting. All waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.9 Quorum

Fifteen (15) of the Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as herein provided. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than one week, in which case notice must be given as for a Special Meeting.

Section 3.10 Telephonic Meetings of the Board of Directors

Any meeting of the Board of Directors may be held by conference telephone call, video communication, or other communication equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

(a) Each Director participating in the meeting can communicate concurrently with all other Directors;

(b) Each Director is provided the means of participating in all matters before the Board of Directors, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation; and

(c) The Board of Directors has adopted and implemented a means of verifying both of the following:

(1) A person participating in the meeting is a Director or other person entitled to participate in the Board Meeting; and

(2) All actions of or votes by the Board of Directors are taken or cast only by the Directors and not by persons who are not Directors.

**ARTICLE IV
OFFICERS OF THE BOARD OF DIRECTORS**

Section 4.1 Board Officers

Officers of the Board of Directors shall be the Chair, one or more Vice Chairs, Secretary, and Treasurer. Officers shall be members of the Board of Directors. No person may occupy more than one office concurrently.

Section 4.2 Duties of Officers

(a) The Chair shall, subject to any limitations specified by the Board, have general supervision, direction, and control of the affairs of the corporation. The Chair shall preside at all meetings of the Board and the Executive Committee, and be an *ex officio* member of all standing committees. The Chair shall have general supervision of the Executive Director/President of the corporation, together with other powers and duties as may be prescribed by the Board.

(b) The Vice Chairs shall be responsible for the activities and accomplishments of the committees assigned to them. In the absence or disability of the Chair, one Vice Chair designated by the Executive Committee shall perform all the duties of the Chair, and, when so acting, shall have all the powers of and be subject to all the restrictions on the Chair. The Vice Chair shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or these Bylaws.

(c) The Secretary shall record and keep, or cause to be recorded and kept, the minutes of the Board of Directors' meetings; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate seal, keeping it in safe custody; keep a register of the post office address of Directors; and perform all duties incident to the office of secretary and such other duties as may be assigned by the Board Chair.

(d) The Treasurer shall perform all the duties incident to the office of treasurer and such other duties as from time to time be assigned by the Board Chair.

(e) At the discretion of the Board of Directors, there may be assistant secretaries and assistant treasurers, who shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, or by the Chair of the Board of Directors.

Section 4.3 Election and Terms of Board Officers

(a) The slate of officers proposed by the Nominating Committee for election for the forthcoming year shall be presented in writing to the Board of Directors by notice mailed at least ten (10) days prior to the November/December meeting of the Directors, and not less than twenty (20) days prior to the annual organizational meeting. The Nominating Committee may present for consideration more than one candidate for any office.

(b) Election of officers of the Board of Directors and of the corporation shall be accomplished at the organizational meeting of the Directors, scheduled as soon as feasible after the annual meeting of the membership. Attendance at any meeting during the process of election of officers shall be limited to Directors and staff. In any contested election, voting shall be by secret ballot, and the vote of a majority of those in attendance shall be necessary to elect an officer.

(c) Officers serve terms of one year. No person may serve as Chair for more than two consecutive years. Other offices are without time limitation, though elected annually.

ARTICLE V OFFICERS OF THE CORPORATION AND OF THE THEATRE

Section 5.1 Officers of the Corporation

The officers of the corporation shall be the Executive Director/President, Vice President, Secretary, and Chief Financial Officer. Offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve as President. The Executive Director/President shall be a member of the Board of Directors. Other corporate officers may be but are not required to be Directors. At the discretion of the Board of Directors, there may be assistant secretaries and assistant chief financial officers, who shall perform such duties as shall

be assigned to them. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5.2 Duties of Corporate Officers

(a) The Executive Director/President of the corporation shall, subject to any limitations specified by the Board and under the direction of the Chair of the Board, have responsibility for the general supervision, direction, and day-to-day business of the corporation, and may have such other powers and duties as may be prescribed by the Board of Directors. The Executive Director/President may sign with the Secretary or any other proper officer of the corporation thereunto authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation. In general, the Executive Director/President shall perform all duties incident to the role of a chief executive officer of a corporation.

(b) In the absence of the Executive Director/President, the Vice President shall perform the duties designated by the Board of Directors for such a situation. The Vice President shall perform such other duties as from time to time may be assigned by the Executive Director/President or by the Board of Directors.

(c) The Secretary shall, subject to the control of the Chair of the Board and the Executive Director/President, countersign all contracts and other instruments of the corporation which require a secretarial signature, and shall have custody of all books, records, and papers of the corporation, except for financial records in the charge of the Treasurer.

(d) The Chief Financial Officer shall, subject to the control of the Chair of the Board and the Executive Director/President, have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source; and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected the Board of Directors. In general, the Chief Financial Officer shall perform all the duties incident to the office of a chief financial officer and such other duties as from time to time may be designated by the Board of Directors or Executive Director/President. The Chief Financial Officer shall also, when required by the Board, render a statement of the corporation's finances.

Section 5.3 Election of Officers of the Corporation

Officers of the corporation shall be elected annually by the Board of Directors at the time of the organizational meeting. Vacancies in elected officer positions shall be filled by appointment of the Board of Directors, with prior nomination or advice from the Nominating Committee only if specifically requested by the Board.

Section 5.4 Removal and Resignation

Any officer of the corporation may be removed either with or without cause by a majority of the Board of Directors at any regular or special meeting of the Board whenever in its judgment the best interests of the corporation would be served thereby. Any officer may resign at any time by giving written notice of resignation to the Board of Directors, or to the Executive Director/President, or to the Secretary of the corporation.

Section 5.5 Officers of the Theatre

(a) There shall be an Executive Director of the Old Globe Theatre. In addition to the duties described in Article V, Section 5.2(a), the Executive Director/President has ultimate responsibility for the appointment, supervision, and evaluation of all personnel employed by the Old Globe Theatre in any capacity; for the harmonious interaction of the artistic, production, and business aspects of the corporation; and for the corporation's financial viability.

(b) There shall be an Artistic Director of the Old Globe Theatre. The Artistic Director has primary responsibility for the artistic choices and production quality of the theatre's repertoire, subject to the exigencies of budget limitations and revenue expectations, for which the Executive Director has final responsibility.

(c) There shall be an Executive Producer of the Old Globe Theatre. Craig Noel is the Executive Producer, and his role at the theatre is that of a wisdom figure, combining artistic inspiration, Globe guru, and creative mentor.

(d) There may be other staff officers of the Old Globe Theatre. The Board of Directors may authorize the Executive Director/President to appoint any staff officers required by the business of the corporation, and the Board will designate who may act as signatories of the Globe Theatre's accounts, records, filings and the like.

**ARTICLE VI
COMMITTEES**

Section 6.1 Nature of Committees

(a) The work of the Board of Directors and officers of the Board shall be accomplished not only through the efforts of Directors and officers, but also through the work of committees. Committees shall be constituted, modified, and disbanded by the Board of Directors. Their terms, composition, and responsibilities shall be as determined from time to time by Board resolution.

(b) Each committee, however composed, shall exercise such powers as may be lawfully delegated to it by the Board of Directors, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 6.2 Standing Committees

Standing Committees of the Board of Directors include the Executive Committee, the Finance Committee, the Development Committee, the Nominating Committee, and any other committees designated by the Board of Directors as Standing Committees. Personnel of the Standing Committees shall be named by the Chair of the Board, and must be approved by the Board of Directors. Standing Committee chairs shall be Board members. All members of the Executive Committee must be Board members.

Section 6.3 All Committees

In addition to Standing Committees, the Board of Directors may designate regular or *ad hoc* Board committees as needed to carry on corporation business. Other than the Executive

Committee, committee members need not be Board members, but at least two Directors shall be included as members of any Board committee. Committee members shall be appointed by the Chair of the Board, in consultation with committee chairs. There is no limit on the number of successive terms which a person, otherwise qualified, may serve on a committee, except insofar as a limit is prescribed in these Bylaws.

Section 6.4 Executive Committee

(a) The Executive Committee shall consist of ten members of the Board of Directors, including the Chair of the Board, the Executive Director/President, and such additional members as the Chair of the Board, with the approval of the Board of Directors, shall appoint.

(b) The Executive Committee shall assume all the duties and powers of the Board in the management and affairs of the corporation during the interim between Board meetings and shall have the authority of the Board, except with respect to:

- (1) The approval of any action for which the California Nonprofit Corporation Law or the corporation's Articles and Bylaws also require the approval of the members of this corporation, in which event the approval of the Board shall be required.
- (2) The filling of vacancies on the Board or on any committee which has the authority of the Board.
- (3) The amendment or repeal of bylaws or adoption of new bylaws.
- (4) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.
- (5) The appointment of committees of the Board or the members thereof.
- (6) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (7) Approving any transaction to which the corporation is a party and as to which one or more Directors has a material financial interest; or between the corporation and one or more of its Directors or between the corporation and any corporation or firm in which one or more of its Directors has a material financial interest.
- (8) A termination, demotion, suspension or other significant adverse action affecting the employment of the Executive Director/President or the Artistic Director.
- (9) Acceptance of gifts, donations or grants which deviate from guidelines established by the Board.
- (10) Reduction or cancellation of insurance coverages acquired pursuant to corporation policy.

(c) The Executive Committee shall meet as the Chair of the Board of Directors and the Executive Director/President may deem appropriate. Its meeting time and place shall be set with a view to maximum attendance.

(d) Minutes of all proceedings of the Executive Committee shall be maintained and copies thereof shall be promptly distributed to members of the Board of Directors. At each meeting of the Board, the proceedings and actions taken by the Executive Committee since the last meeting of the Board of Directors shall be reviewed by the Board. The Board shall have the power to rescind any action of the Executive Committee, but no such rescission shall have retroactive effect with respect to an action which shall previously have been taken in reliance thereon.

Section 6.5 Telephonic Meetings of Committees

Any meeting of a Committee may be held by conference telephone call, video communication, or other communication equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

(a) Each Committee member participating in the meeting can communicate concurrently with all other Committee members;

(b) Each Committee member is provided the means of participating in all matters before the Committee, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Committee; and

(c) The Committee has adopted and implemented a means of verifying both of the following:

(1) A person participating in the meeting is a Committee member or other person entitled to participate in the Committee meeting; and

(2) All actions of or votes by the Committee are taken or cast only by the Committee members and not by persons who are not Committee members.

ARTICLE VII FISCAL YEAR

Section 7.1 Board Determination

The fiscal year of the corporation shall be as determined by the Board of Directors.

ARTICLE VIII NOTICE AND WAIVER OF NOTICE

Section 8.1 Giving Notice

Whenever any notice is required to be given by law, the Articles of Incorporation, or under provisions of these Bylaws, such notice shall be deemed to be sufficient if given by mailed delivery properly stamped and posted, addressed to the address of the person to be notified listed in the records of the corporation, or if not so listed as obtained by any other reasonable method of ascertainment. Notice is deemed given on the day it is personally delivered, or on the date of its

posting. Oral notice or notice by telephone is deemed to be written notice, if within one day following the date of the oral notice, written confirmation of the notice is mailed; in which case the date of notice shall be deemed the date upon which the oral notice was first given. A waiver of notice in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX BOOKS, RECORDS, AND REPORTS

Section 9.1 Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors. Minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form. The corporation shall keep at the registered or principal office a record giving the names and addresses of its members and Directors entitled to vote. All books, records, documents of every kind, and the physical properties of the corporation may be inspected by any member or Director or his/her authorized agent or attorney for a proper purpose at any reasonable time.

Section 9.2 Annual Written Report

Within 120 days after the end of this corporation's fiscal year, the Board shall furnish a written report to all of the Directors of this corporation containing the following information: (a) The assets and liabilities, including the trust funds of this corporation, as of the end of the fiscal year; (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year; (c) The revenue or receipts of this corporation, both unrestricted and restricted for particular purposes, for the fiscal year; (d) The expenses or disbursements of this corporation, for both general and restricted purposes, for the fiscal year; and (e) Any information required by Section 9.3 below. The foregoing report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of this corporation that such statements were prepared without an audit from the books and records of this corporation.

Section 9.3 Financial Interest Report if Applicable

Unless this corporation furnishes the report required by Section 9.2 above within 120 days after the end of this corporation's fiscal year, the officers of the Board shall furnish a written report to all of the Directors of this corporation containing the following: (a) Any transaction(s) in which the corporation, its parent or its subsidiary was a party, and in which any Director or officer of this corporation had a direct or indirect financial interest involving \$50,000.00 or more; and (b) Any indemnifications or advances aggregating more than \$10,000.00 paid during the fiscal year to any Director or officer of the corporation pursuant to Article XI hereof, unless such indemnification has already been approved pursuant to Section 11.4. If no transaction required to be reported has occurred during the fiscal year, no report is required for that fiscal year.

ARTICLE X AMENDMENTS

Section 10.1 Amendment of these Bylaws

The Bylaws may be amended by action of a majority of the Board of Directors then in office, at a meeting for which 10 days advance notice is given specifying in writing the proposed changes to be considered for adoption. No amendment to the Bylaws which changes the number of Directors shall become effective, however, until it shall have been ratified at a meeting of the membership.

ARTICLE XI CONFLICT OF INTEREST AND PROHIBITED TRANSACTIONS

Section 11.1 Conflict of Interest

A Director or officer of the corporation shall be considered to have a conflict of interest if (a) such Director or officer has existing or potential financial or other interests which impair or might reasonably appear to impair such person's independent unbiased judgment in the discharge of his/her responsibilities to the corporation, or (b) such Director or officer is aware that someone in his/her family (which, for purposes of this paragraph, shall be a spouse or child) or any organization in which such Director or officer (or family member) is an officer, director, employee, member, partner, trustee, or controlling stockholder, has such existing or potential financial or other interests. All Directors and officers of the corporation shall disclose to the Board of Directors any possible conflict of interest at the earliest practical time. No Director or officer of the corporation shall vote on any matter under consideration of the Board or committee in which such person has a conflict of interest. Any Director or officer who is uncertain whether he or she has a conflict of interest in any matter may request the Board or committee, whichever is appropriate, to determine whether a conflict of interest exists and the Board or committee shall resolve the question by a majority vote.

Section 11.2 Loans

Except as permitted by Section 5236 of the California Nonprofit Public Benefit Corporation Law, this corporation shall not make any loan of money or property to, or guarantee the obligation of, any Director or officer; provided, however, that this corporation may advance money to a Director or officer of this corporation or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such Director or officer so long as such individual would be entitled to be reimbursed for such expenses absent such advance.

Section 11.3 Self-Dealing Transactions

Except as provided in Section 11.4 of this Article, the Board of Directors shall not approve, or permit this corporation to engage in, any self-dealing transaction. A self-dealing transaction is a transaction to which this corporation is a party and in which one or more of its Directors has a material financial interest, unless the transaction comes within Section 5233(b) of the California Nonprofit Public Benefit Corporation Law.

Section 11.4 Approval

This corporation may engage in a self-dealing transaction if the transaction is approved by a court or by the Attorney General. This corporation may also engage in a self-dealing transaction if the

Board determines, before the transaction, that (a) this corporation is entering into the transaction for its own benefit; (b) the transaction is fair and reasonable to this corporation at the time; and (c) after reasonable investigation, the Board determines that it could not have obtained a more advantageous arrangement with reasonable effort under the circumstances. Such determination must be made by the Board in good faith, with knowledge of the material facts concerning the transaction and the Director's interest in the transaction, and by a vote of a majority of the Directors then in office, without counting the vote of the interested Director or Directors.

ARTICLE XII INDEMNIFICATION OF DIRECTORS AND OFFICERS; INSURANCE

Section 12.1 Defined Terms

For the purpose of this Article XII, "agent" means any person who is or was a Director or officer, employee or other agent of the corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification.

Section 12.2 Indemnification

The corporation shall, to the fullest extent permitted by law, 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 an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding.

Section 12.3 Determination Within Reasonable Period

In the event entitlement to indemnification is required by law to be based upon a determination by the Board of Directors, the appropriate group shall meet and shall reach a determination on the issue within a reasonable period of time after request to meet is received by the corporation from the agent.

Section 12.4 Reasonable Advances

The corporation may advance to each agent the expenses reasonably anticipated to be incurred in defending any proceeding referred to in Article XI of these Bylaws prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in Article XI of these Bylaws.

Section 12.5 Insurance

The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Nonprofit Public Benefit Corporation Law (relating to self-dealing transactions).

CERTIFICATE OF THE ADOPTION OF THESE BYLAWS

The undersigned, president and secretary of the corporation, hereby certify that the foregoing is the true and correct copy of the Bylaws of the corporation adopted as of the ____ day of _____, 200__ by the Board of Directors of the Corporation at a meeting held on the ____ day of _____, 200__.

These Bylaws become effective on February 2, 2004.

Dated: _____

President

Secretary

BOARD OF DIRECTORS (updated 4/12/05)

TERM ENDS 2005

<u>First Term</u>	<u>Class</u>
(2nd term ends 2008)	
V. Cooper	1
S. Furay	1
B. Noble	1
T. Sayles	1
P. Schwartz	1
E. Mack Truitt	1
C. Veit	1
S. White	1
T. Zinn	1

<u>Second Term</u>	<u>Class</u>
(1st term ended 2002)	
S. Major	1

TERM ENDS 2006

<u>First Term</u>	<u>Class</u>
(2nd term ends 2009)	
M. Adderley	2
D. Davies	2
V. Galvez	2
K. Hattox	2
V. Ibanez	2
A. Neumann	2
R. Nordhoff	2
J. Rebelo	2
K. Sanders	2
C. Smith	2
A. Thornley	2

<u>Second Term</u>	<u>Class</u>
(1st term ended 2003)	
J. Benoit	2
K. Cohn	2
C. Crockett	2
R. Gleason	2
R. Heller	2
J. Jessop	2
K. Kennedy	2
T. MacDonald	2
C. Malamud	2
S. Redman	2
A. Taubman	2

TERM ENDS 2007

<u>First Term</u>	<u>Class</u>
(2nd term ends 2010)	
C. Brazell	3
D. Carpenter	3
P. Farr	3
M. Samson	3
N. Spector	3
J. Yonchak	3

<u>Second Term</u>	<u>Class</u>
(1st term ended 2004)	
B. Dunlap	3
S. Ebner	3
B. Epsten	3
L. Goldberg	3
S. Lipinsky	3
D. Thorp	3
P. Weil	3

EX OFFICIO

L. Spisto	Executive Director
J. Cowgill	Guilder President

TERM ENDS 2008

<u>First Term</u>	<u>Class</u>
(2nd term ends 2011)	
S. Weissman	1

California Business Portal

Secretary of State BRUCE McPHERSON

DISCLAIMER: The information displayed here is current as of MAY 13, 2005 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
OLD GLOBE THEATRE /01		
Number: C0170125	Date Filed: 2/3/1937	Status: active
Jurisdiction: California		
Address		
PO BOX 122171		
SAN DIEGO, CA 92112		
Agent for Service of Process		
LOUIS G SPISTO		
PO BOX 122171		
SAN DIEGO, CA 92112		

For information about certification of corporate records or for additional corporate information, please refer to Corporate Records. If you are unable to locate a corporate record, you may submit a request to this office for a more extensive search. Fees and instructions for requesting this search are included on the Corporate Records Order Form.

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.