

CITY OF SAN DIEGO CONSENT TO ASSIGNMENT AGREEMENT

THIS CITY OF SAN DIEGO CONSENT TO ASSIGNMENT AGREEMENT ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), as consenter, LIVEWELL SAN DIEGO, a California corporation ("LIVEWELL"), as assignor, and FRIENDS OF THE RIFORD CENTER, a California corporation ("FRIENDS"), as assignee, to be effective as of the **July 23, 2007** (the "Effective Date") when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. ELDER LAW & ADVOCACY (formerly known as "PRO-TECH"), a California corporation ("ELA"), as lessee, and CITY, as lessor, entered into that certain CITY OF SAN DIEGO NONPROFIT LEASE by and between CITY and ELA, and filed in the Office of the San Diego City Clerk on July 31, 1989, as Document No. RR-274120-2 (the "Lease"), attached hereto as **Exhibit A: Lease**, under which ELA leased from CITY that certain improved real property (the "Lease Property") commonly known as the "Florence Riford Senior Center" and located at 6811 La Jolla Boulevard, La Jolla, California 92037.
- B. ELA assigned its rights and obligations under the Lease to CLAIREMONT FRIENDSHIP CENTER, INC. (now known as "LIVEWELL SAN DIEGO"), a California corporation ("LIVEWELL"), pursuant to that certain ASSIGNMENT OF LEASE (the "ELA Assignment") by and between ELA and LIVEWELL, and dated April 14, 2004. CITY consented to the ELA Assignment under that certain CITY OF SAN DIEGO CONSENT TO ASSIGNMENT OF LEASE AGREEMENT by and between CITY, ELA, and LIVEWELL, and dated April 14, 2004.
- C. LIVEWELL and FRIENDS have executed an ASSIGNMENT OF LEASE (the "LIVEWELL Assignment") by and between LIVEWELL and FRIENDS, to be effective as of July 23, 2007, if consented to by CITY, as required by Lease Section 4.02, Assignment and Subletting. Under the LIVEWELL Assignment, LIVEWELL will assign its rights and obligations under the Lease to FRIENDS, and FRIENDS will assume LIVEWELL'S rights and obligations under the Lease.
- D. Under the terms and conditions of this Consent, CITY will consent to the LIVEWELL Assignment.

IN WITNESS WHEREOF, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Subordination. The LIVEWELL Assignment is and shall be subordinate to the Lease. CITY shall not be bound by any term or condition in the LIVEWELL Assignment which in any way conflicts with CITY'S rights or increases CITY'S obligations under the Lease. Any conflict between the Lease and the LIVEWELL Assignment shall be construed or resolved in favor of the Lease.

2. Subsequent Assignment. This Consent shall not constitute consent to any subsequent assignment.
3. No Prior Assignments. LIVEWELL represents and warrants that it has not previously assigned, transferred, or purported to have assigned or transferred, in any manner, any right or obligation under the Lease. LIVEWELL further represents and warrants that it has not previously granted to any person or legal entity any right to either acquire LIVEWELL'S leasehold interest or otherwise assume LIVEWELL'S rights and obligations under the Lease. LIVEWELL shall protect, defend, indemnify, and hold CITY harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LIVEWELL'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with any person or legal entity claiming to hold any right to or under the Lease, and all expenses of investigating and defending against same, including without limitation attorney fees and costs. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses, at its own election, to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LIVEWELL shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.
4. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the LIVEWELL Assignment or this Consent. LIVEWELL shall protect, defend, indemnify, and hold CITY harmless from and against any claim by any broker purporting to represent LIVEWELL for any brokerage commission or finder's fee related to the LIVEWELL Assignment or this Consent, and from and against any cost or expense, including without limitation attorney fees, incurred by CITY in resisting any claim for any such brokerage commission or finder's fee. FRIENDS shall protect, defend, indemnify, and hold CITY harmless from and against any claim by any broker purporting to represent FRIENDS for any brokerage commission or finder's fee related to the LIVEWELL Assignment or this Consent, and from and against any cost or expense, including without limitation attorney fees, incurred by CITY in resisting any claim for any such brokerage commission or finder's fee. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses, at its own election, to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, either LIVEWELL or FRIENDS, as applicable, shall pay all of the costs related thereto, including without limitation attorney fees and costs.
5. CITY'S Consent, Discretion. Whenever required under this Consent, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

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6. Notices. Notices shall be given as provided in the Lease. Notices shall be addressed as follows:

If to LIVEWELL:

LIVEWELL SAN DIEGO
4425 Bannock Avenue
San Diego, CA 92117

If to FRIENDS:

FRIENDS OF THE RIFORD CENTER
6811 La Jolla Boulevard
La Jolla, CA 92037

If to CITY:

THE CITY OF SAN DIEGO
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4199

With a copy by First Class Mail to: San Diego City Attorney
Attn: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

7. Waiver. CITY'S failure to insist upon the strict performance of any of LIVEWELL'S or FRIENDS' obligations under this Consent, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Lease Property is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Consent or take prompt action to require the correction of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the correction of any such breach when discovered.
8. Written Agreement. This Consent contains the complete expression of the agreement between the parties, and there are no promises, representations, agreements, warranties, or inducements, either expressed orally or implied, except as set forth herein. No term or condition of this Consent may be changed in any respect except by written agreement between the parties.
9. Partial Invalidity. If any term, covenant, condition, or provision of this Consent is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

10. Governing Law. This Consent shall be governed, construed, and enforced in accordance with the laws of the State of California.
11. Legal Proceedings. In the event of any controversy, claim, or dispute relating to this Consent, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation attorney fees and costs. The “prevailing party” shall be the party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.
12. Assumption. Subject to the terms and conditions of this Consent and the LIVEWELL Assignment, FRIENDS hereby assumes all of the rights and obligations of the “LESSEE” under the Lease.
13. Consent. Subject to the terms and conditions of this Consent, CITY hereby consents to the LIVEWELL Assignment and FRIENDS’ assumption of the “LESSEE’S” rights and obligations under the Lease.

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14. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

Date: 9/10/07

LIVEWELL SAN DIEGO, a California corporation

BY: Cathy Hopper
Name: CATHY HOPPER
Title: EXECUTIVE DIRECTOR

Date: 9/12/07

FRIENDS OF THE RIFORD CENTER, a California corporation

BY: James W. Walker
Name: James W Walker
Title: Chairman

Date: 9/18/07

THE CITY OF SAN DIEGO, a California municipal corporation

BY: James F. Barwick
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

APPROVED AS TO FORM AND LEGALITY:

Date: 9/20/07

MICHAEL J. AGUIRRE, City Attorney

BY: Brock Langewich
Name: Brock Langewich
Title: Chief Deputy City Attorney

9/4/07

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Exhibit A: Lease

ASSIGNMENT OF LEASE

RECEIVED
CITY OF SAN DIEGO

07 JUL 25 AM 11:53

This Assignment of Lease ("Assignment") is made as of 7/23 REAL ESTATE ASSETS DEPT. 2007 between LiveWell San Diego, formerly Clairemont Friendship Senior Center, ("Assignor") and Friends of the Riford Center ("Assignee").

RECITALS

- A. The City of San Diego ("Landlord"), as landlord, and Assignor, as Tenant, executed a lease dated as of June, 1989 ("Lease"), a copy of which is attached and incorporated by reference as Exhibit A, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord for a term of 20 years, commencing on or about June 1989, subject to earlier termination as provided in the Lease.
- B. Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease from the Assignor and assume obligations under the Lease. Therefore, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

**Section 1
ASSIGNMENT**

Assignor assigns and transfers to Assignee all right, title, and interest in the Lease and Assignee accepts from Assignor all right, title, and interest, subject to the terms and conditions set forth in this Assignment, and conditional upon obtaining Landlord's Consent to this Assignment.

**Section 2
ASSUMPTION OF LEASE OBLIGATIONS**

Assignee assumes and agrees to perform all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the Lease.

**Section 3
ASSIGNOR'S COVENANTS**

- a) Assignor covenants that the copy of the Lease attached as Exhibit A is a true and accurate copy of the Lease as currently in effect and that there exists no other agreement affecting Assignor's tenancy under the Lease.
- b) Assignor covenants that the Lease is in full effect and no default exists under the Lease, nor any acts or events which, with the passage of time or the giving of notice or both, could become defaults.

**Section 4
LITIGATION COSTS**

If any litigation between Assignor and Assignee arises out of this Assignment or concerning the meaning or interpretation of this Assignment, the losing party shall pay the prevailing party's costs and expenses of this litigation, including reasonable attorney fees.

**Section 5
INDEMNIFICATION**

Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Lease, and accruing with respect to the period on or prior to the

date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignee to fulfill obligations under the Lease, and accruing with respect to the period subsequent to the date of this Assignment.

Section 6
SUCCESSORS AND ASSIGNS

This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 7
GOVERNING LAW

This Assignment shall be governed by and construed in accordance with California law. The parties have executed this Assignment as of the date first above written.

Cathy Hopper, 7/23/07
LiveWell San Diego, formerly Clairemont Friendship Senior Center
By Authorized Representative

Cathy Hopper EXECUTIVE DIRECTOR
Printed Name

James W. Walker
Friends of the Riford Center
By Authorized Representative

James W. Walker, Chairman
Printed Name

Consent of Landlord

The undersigned, as Landlord under the Lease, consents to this Assignment of the Lease to Assignee, as of the date provided below.

The City of San Diego
By; Authorized Representative

Printed Name

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUN 14 2007**

FRIENDS OF THE RIFORD CENTER
C/O PAUL J DOSTART
4370 LA JOILA VILLAGE DR 970
SAN DIEGO, CA 92122

Employer Identification Number:
20-8682354
DLN:
17053089018017
Contact Person:
RENEE RILEY NORTON ID# 31172
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 14, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2011

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

FRIENDS OF THE RIFORD CENTER

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Letter 1045 (DO/CG)

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

ARTICLES OF INCORPORATION

MAR 14 2007

I

The name of this corporation is Friends of The Riford Center

II

- A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.
- B. The specific purpose of this corporation is to provide services for active adults in San Diego.

III

The name and address in the State of California of this corporation's initial agent for service of process is: James W. Walker, 939 Coast Blvd. #14C, La Jolla, CA 92037.

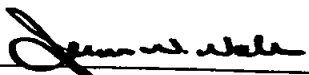
IV

- A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3), Internal Revenue Code.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.

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




James W. Walker, Incorporator



CITY OF SAN DIEGO

07/13/2007

OFFICE OF THE CITY TREASURER
BUSINESS TAX PROGRAM
PO BOX 122289
SAN DIEGO CA 92112-2289
(619) 615-1500 8:00 a.m. - 5:00 p.m. M-F

REQUEST FOR BUSINESS TAX INFORMATION FORM

Request Date: 07/13/2007
Business Tax Cert#: 2007019845
Business Name: FRIENDS OF THE RIFORD CENTER
Business Owner Name: FRIENDS OF THE RIFORD CENTER
Ownership Type: NON-PROFIT ENTITY
Business Start Date: 03/17/2007
Expiration Date: 03/31/2008
Account Status: PENDING
Fee Status: PAID
Primary Business Type: CIVIC & SOCIAL ORGANIZATIONS
Secondary Business Type:
Processing User Id: STR

Business Address

6811 LA JOLLA BLVD
LA JOLLA CA 92037-6136

Ownership Information

Name

GLEN M RASMUSSEN
LEE VIDA
JAMES W WALKER

Role

CHAIRMAN
TREASURER
CHAIRMAN

**AMENDED AND RESTATED BYLAWS
OF
FRIENDS OF THE RIFORD CENTER
a California Nonprofit Public Benefit Corporation**

**ARTICLE 1
OFFICES**

SECTION 1. PRINCIPAL OFFICE

The principal office of the corporation for the transaction of its business shall be located in La Jolla, California. The initial address is the residence of the incorporator, James W. Walker, 939 Coast Blvd., #21G, La Jolla, CA 92037.

SECTION 2. CHANGE OF ADDRESS

The Board of Directors may change the principal office from one location to another within the named county by a simple majority vote and so recording in its minutes.

**ARTICLE 2
PURPOSES**

SECTION 1. PURPOSE AND OBJECTIVES

The corporation is a California nonprofit public benefit Corporation and is not organized for the private gain of any person. It is organized and will be operated solely for charitable purposes. The specific purpose of this corporation shall be to provide a facility and services for active senior adults in San Diego, referred to hereinafter as "The Riford Center."

In fulfillment of this purpose, specific objectives of this corporation shall be:

- a) To establish an account to accept donations on a voluntary basis from general public.
- b) To solicit funds from the general public necessary for the achievement of the purpose
- c) To build and maintain a beneficial affiliation among donors and volunteers, the "Friends of the Riford Center."
- d) To provide funds to support the operation, maintenance, and management, of a facility in La Jolla and services for the benefit and enjoyment of active adults age 50 and older.
- e) To directly operate, maintain, and manage the facility known as the Florence Riford Adult Center, under an agreement with the City of San Diego or another facility in La Jolla in support of the purpose.

SECTION 2. LIMITATIONS

The corporation is a nonprofit, nonsectarian, nonracial, nonpolitical organization. The property of the corporation is irrevocably dedicated to charitable purposes; and no part of the net earnings, contributions, or assets of the corporation shall inure to the benefit of, or be distributable to its Directors, Officers, or other private persons. The foregoing shall not preclude the corporation from paying reasonable compensation for services rendered or from making payments and distributions in furtherance of the purposes set forth in the Articles and otherwise in these Bylaws. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation. The corporation shall not participate or intervene in any political campaign (including the publication or distribution of statements) on behalf of any candidate for public office.

ARTICLE 3 DIRECTORS

SECTION 1. NUMBER

The corporation shall have no fewer than six or more than twelve directors and collectively they shall be known as the Board of Directors. This number may be changed by amendment of this Bylaw, or by repeal of this Bylaw and adoption of a new Bylaw, as provided in these Bylaws.

SECTION 2. POWERS

Subject to the limitations of the Articles of Incorporation, of the Bylaws, and of the Nonprofit Public Benefit Corporation Law of the State of California, and subject to the duties of Directors as prescribed by the Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the Board of Directors. Without limiting the foregoing, the Board of Directors shall have the power to levy dues and assessments, to select and remove all Officers, agents, employees and contractors, and to fix reasonable compensation therefore, to authorize and empower Officers or agents to enter into contracts and other commitments on behalf of the corporation, and to appoint and delegate responsibilities and authority to Committees, Officers, and agents.

SECTION 3. DUTIES

It shall be the duty of the directors to:

- a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this corporation, or by these Bylaws;
- b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, or all officers, agents and employees of the corporation;

- c) Supervise all officers, agents and employees of the corporation to assure that their duties are performed properly;
- d) Meet at such times and places as required by these Bylaws;
- e) Register their addresses and email addresses with the Secretary of the corporation and notices of meetings sent to them at such addresses shall be valid notices thereof.

SECTION 4. TERMS OF OFFICE

Each director shall hold office until the next annual meeting for election of the Board of Directors as specified in these Bylaws, and until his or her successor is elected and qualifies.

SECTION 5. COMPENSATION

Directors shall serve without compensation except that they shall be allowed and paid their actual and necessary expenses incurred in attending Directors meetings. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3 of this Article. Directors may not be compensated for rendering services to the corporation in any capacity other than director unless such other compensation is reasonable and is allowable under the provisions of Section 6 of this Article.

SECTION 6. RESTRICTION REGARDING INTERESTED DIRECTORS

Notwithstanding any other provision of these Bylaws, no person serving on the board may be an interested person. For purposes of this Section, "interested persons" means either:

- a) Any person currently being compensated by the corporation for services rendered it within the previous twelve (12) months, whether as a full- or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or
- b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

SECTION 7. PLACE OF MEETINGS

Meetings shall be held at the principal office of the corporation or at another location to be designated by the Secretary of the corporation and written notice given to directors.

Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting so long as all directors participating in the meeting are able to hear one another. Participation in a meeting through use

of electronic video screen communication or other communications equipment constitutes presence in person at that meeting if all of the following apply:

- a) Each director participating in the meeting can communicate with all of the other directors concurrently;
- b) Each director is provide the means of participating in all matters before the board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation;
- c) The corporation adopts and implements some means of verifying 1) that all persons participating in the meeting are directors of the corporation or are otherwise entitled to participate in the meeting, and 2) that all actions of, or votes by, the board are taken and cast only by directors and not by persons who are not directors.

SECTION 8. REGULAR AND ANNUAL MEETINGS

Regular meetings of Directors shall be held monthly, or as determined necessary by the Board of Directors and recorded in the minutes.

An annual meeting of the Board of Directors shall be held within thirty (30) days of the date of incorporation each year. At this meeting, directors shall be elected by the Board of Directors in accordance with these Bylaws. Cumulative voting by directors for the election of directors shall not be permitted. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected. Each director shall cast one vote, with voting being by ballot only.

SECTION 9. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairman of the Board, by the Secretary, or by any two directors, and such meetings shall be held at the place designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the corporation.

SECTION 10. NOTICE OF MEETINGS

Regular meetings of the board may be held without notice if a regular monthly date has been established or if calendar of meeting dates has been adopted by the Board of Directors.

Special meetings of the board shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone or email. If sent by mail or email, the notice shall be deemed to be delivered on its deposit in the mails or on its having been sent by email. Such notices shall be addressed to each director at his or her address or email address as recorded by the Secretary.

Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if

such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

SECTION 11. CONTENTS OF NOTICE

Notice of meetings not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any board meeting need not be specified in the notice.

SECTION 12. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 13. QUORUM FOR MEETINGS

A quorum shall consist of a majority of the Board of Directors.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this corporation, or by law, no business shall be considered by the board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the directors present at such meeting may adjourn from one time to another time until the time fixed for the next regular meeting of the board.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 10 of this Article.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this corporation.

SECTION 14. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of

Incorporation or Bylaws of this corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233) and indemnification of directors (Section 5238e), require a greater percentage or different voting rules for approval of a matter by the board.

Amendment of the Articles of Incorporation or these Bylaws shall require approval by two thirds of the directors.

SECTION 15. CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the Chairman of the Board, or, if no such person has been so designated or, in his or her absence, a director chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings shall be governed by Robert's Rules of Order, and specific rules may be adopted or revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this corporation, or with provisions of law.

SECTION 16. ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING

Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. For the purposes of this Section only, "all members of the board" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as the unanimous vote of the directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Bylaws of this corporation authorize the directors to so act, and such statement shall be prima facie evidence of such authority.

SECTION 17. VACANCIES

Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

- The Board of Directors may declare vacant the office of a director who has been absent from four sequential Board of Directors meetings, has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

- Any director may resign effective upon giving written notice to the Chairman of the Board, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Attorney General.

Vacancies on the board may be filled by approval of the Board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with this Article of these Bylaws, or (3) a sole remaining director.

A person elected to fill a vacancy as provided by this Section shall hold office until the next annual election of the Board of Directors or until his or her death, resignation or removal from office.

SECTION 18. NON-LIABILITY OF DIRECTORS

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

SECTION 19. INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

To the extent that a person who is, or was, a director, officer, employee or other agent of this corporation has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the corporation, or has been successful in defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

SECTION 20. INSURANCE FOR CORPORATE AGENTS

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) 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 Section 5238 of the California Nonprofit Public Benefit Corporation Law.

SECTION 21. SELF-DEALING TRANSACTIONS.

Pursuant to Section 5233 and except as provided in Section 5233 of the Nonprofit Public Benefit Corporation Law of the State of California, the corporation shall not be a party to a transaction in which one or more of its Directors has a material financial interest ("Interested Director") unless:

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

21.2 Prior Approval by Board. The following facts are established:

21.2.1 The corporation entered into the transaction for its own benefit;

21.2.2 The transaction was fair and reasonable as to the corporation at the time the corporation entered into the transaction;

21.2.3 Prior to consummating the transaction or any part thereof the Board authorized or approved the transaction in good faith by a vote of a majority of the Directors then in office without counting the vote of the Interested Director or Directors, and with the knowledge of the material facts concerning the transaction and the Director's interest in the transaction; or

21.3 Preliminary Approval by Authorized Committee or Person and Subsequent Approval by the Board. The following facts are established:

21.3.1 A Committee or person authorized by the Board approved the transaction in a manner consistent with the standards set forth in section 20.2, above;

21.3.2 It was not reasonably practical to obtain the approval of the Board prior to entering into the transaction; and

4.21.3.3 The Board, after determining in good faith that the conditions of subsections 20.3.1 and 20.3.2 were satisfied, ratified the transaction at the Board's next meeting by a vote of a majority of the Directors then in office without counting the vote of the Interested Director or Directors.

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

ARTICLE 4 OFFICERS

SECTION 1. NUMBER OF OFFICERS

The officers of the corporation shall be a Chairman, a Vice Chairman, Secretary, and a Treasurer. The corporation may also have, as determined by the Board of Directors, a President, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, or other officers. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve as the President or Chairman of the Board.

SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE

Any able person may serve as officer of this corporation. Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 3. SUBORDINATE OFFICERS

The Board of Directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

SECTION 4. REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors or to the Chairman or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

SECTION 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

SECTION 6. DUTIES OF THE CHAIRMAN

The Chairman shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the

activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as Chairman of the Board of Directors, he or she shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

SECTION 7. DUTIES OF VICE CHAIRMAN

In the absence of the Chairman, or in the event of his or her inability or refusal to act, the Vice Chairman shall perform all the duties of the Chairman, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chairman. The Vice Chairman shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

SECTION 8. DUTIES OF SECRETARY

The Secretary shall:

- a) Certify and keep at the principal office of the corporation the original or a copy of these Bylaws as amended or otherwise altered to date.
- b) Keep at the principal office of the corporation or at such other place as the board may determine, a book with minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.
- c) Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- d) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 9. DUTIES OF TREASURER

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall:

- a) Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

- b) Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.
- c) Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.
- d) Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
- e) Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor.
- f) Render to the Chairman and directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation.
- g) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
- h) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

ARTICLE 5 COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

The Board of Directors may, by a majority vote of directors, designate two (2) or more of its members (who may also be serving as officers of this corporation) to constitute an Executive Committee and delegate to such Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except with respect to:

- a) The approval of any transaction to which this corporation is a party and in which one or more of the directors has a material financial interest, except as expressly provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.
- b) The filling of vacancies on the board or on any committee which has the authority of the board.
- c) The amendment or repeal of Bylaws or the adoption of new Bylaws.
- d) The amendment or repeal or any resolution of the board which by its express terms is not so amendable or repealable.
- e) The appointment of committees of the board or the members thereof.

- f) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected.

By a majority vote of its members then in office, the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

SECTION 2. AUDIT COMMITTEE.

In every fiscal year in which line 12 of its IRS Form 990, or line 12(a) of its IRS Form 990PF, exceeds or is expected to exceed Two Million Dollars (\$2,000,000), the Board of Directors shall appoint one (1) or more of persons to constitute an Audit Committee and shall delegate to such Audit Committee any of the powers and authorities of the Board in the management of the business and affairs of the corporation as is required by law and such other duties and authority as is provided herein. Without limitation of the forgoing, the Audit Committee:

- A. Shall recommend to the Board of Directors the retention and termination of the independent auditor;
- B. May negotiate the compensation of the auditor on behalf of the Board;
- C. Shall confer with the auditor to satisfy the committee members that the financial affairs of the charitable organization are in order;
- D. Shall review and determine whether to accept the audit; and
- E. Shall approve performance of any nonaudit services by the auditing firm.

The Audit Committee may include non-board members. The Audit Committee may not include the Chief Executive Officer, President, Treasurer, Chief Financial Officer, employees of the corporation, or any person who has a material financial interest in any entity doing business with the corporation. Members of the finance committee may serve on the Audit Committee; however, the chairperson of the Audit Committee may not be a member of the finance committee and members of the finance committee shall constitute less than one-half of the membership of the Audit Committee.

SECTION 3. COMPENSATION COMMITTEE.

In accordance with California Government Code Section 12586(g), the Board of Directors shall either appoint a Compensation Committee, or itself from time-to-time set as and itself serve as the Compensation Committee. The Compensation Committee shall review and approve the compensation, including benefits, of the chief executive officer or chief financial officer, to assure that each is just and reasonable. As to each of such officers, such review of an officer's compensation shall occur initially upon the hiring of such officer, whenever the term of employment, if any, of the officer is renewed or extended, and whenever such officer's

compensation is modified. Separate review and approval shall not be required if the only modification of compensation is a modification extended to substantially all employees.

SECTION 4. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the Board of Directors. Such other committees may consist of persons who are not also members of the board. These additional committees shall perform roles and responsibilities delineated in writing as a charter or project description.

SECTION 5. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The time for special meetings of committees may also be fixed by the Board of Directors. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE 6 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer and countersigned by the Chairman of the corporation.

SECTION 3. DEPOSITS

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 4. GIFTS

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

ARTICLE 7 CORPORATE RECORDS AND REPORTS

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office in the State of California:

- a) Minutes of all meetings of directors, committees of the board and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- c) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection at all reasonable times during office hours.

SECTION 2. CORPORATE SEAL

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 5. ANNUAL REPORT

The board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year (June 30) to all directors of the corporation and to any donor, volunteer, or other person who requests it in writing, which report shall contain the following information in appropriate detail:

- a) The assets and liabilities, including the trust funds, of the 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 the corporation , both unrestricted and restricted to particular purposes, for the fiscal year;
- d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;
- e) The annual 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 the corporation that such statements were prepared without audit from the books and records of the corporation.
- f) The report shall include a statement which briefly describes the amount and circumstances of any indemnification or transaction involving more than \$10,000.

ARTICLE 8 FISCAL YEAR

SECTION 1. FISCAL YEAR OF THE CORPORATION

The fiscal year of the corporation shall begin on July 1 and end on the June 30 in each year.

ARTICLE 9 AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by approval of two-thirds of the Board of Directors

ARTICLE 10 AMENDMENT OF ARTICLES

SECTION 1. AMENDMENT OF ARTICLES

Any amendment of the Articles of Incorporation may be adopted by approval of two-thirds of the Board of Directors, subject to provisions of the California Nonprofit Corporation Law.

ARTICLE 11
CORPORATE PROFITS AND ASSETS

SECTION 1. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

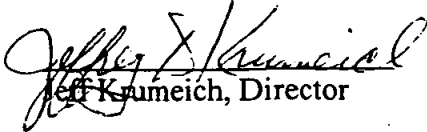
No director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation.

[Remainder of page intentionally left blank.]

**WRITTEN CONSENT OF DIRECTORS ADOPTING
AMENDED AND RESTATED BYLAWS**

We, the undersigned, are the directors of Friends of The Riford Center, a California nonprofit public benefit corporation, and, pursuant to the authority granted to the directors by these Amended and Restated Bylaws, consent to, and hereby do, adopt the foregoing Amended and Restated Bylaws as the Bylaws of this corporation.

Dated: March 30, 2007

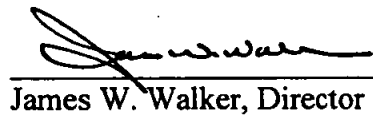

Jeff Kraumeich, Director


Barbara Malk, Director


Carolyn Lee Parrish, Director


Glen Rasmussen, Director


Lee Vida, Director


James W. Walker, Director

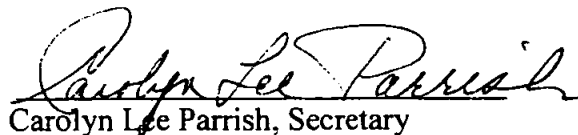
CERTIFICATE OF SECRETARY

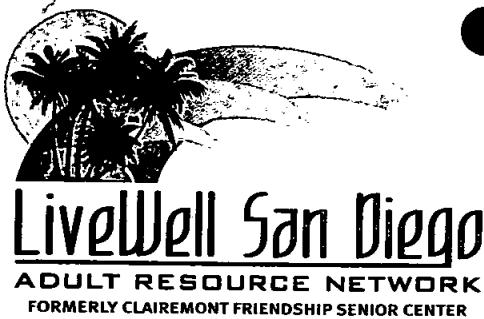
I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Friends of The Riford Center.
2. That the foregoing Amended and Restated Bylaws constitute the Bylaws of the said Corporation adopted as of March 30, 2007, by resolution of the Corporation's Incorporator.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Corporation this 30 day of March, 2007, at San Diego, California.

Dated: March 30, 2007


Carolyn Lee Parrish, Secretary



RECEIVED
CITY OF SAN DIEGO
06 JUL -6 AM 9:21
REAL ESTATE ASSETS DEPT.

July 3, 2006

To whom it may concern,

The Clairemont Friendship Center, Incorporated has signed lease agreement (Document RR-266855-2) with the City of San Diego filed on October 27, 1986. On June 19th, 2006 the organization legally changed its name to LiveWell San Diego. The organization continues to remain on the same premises. Enclosed is a copy of our legal name change filed with the State of California. If additional information is needed please contact Cathy Hopper, Executive Director at (858) 483-5100 x16.

Sincerely,

Cathy Hopper
Executive Director
LiveWell San Diego

State of California
Secretary of State



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

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



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

JUN 19 2006

A handwritten signature in cursive script, appearing to read "Bruce McPherson".

BRUCE McPHERSON
Secretary of State

Certificate of Amendment of
Articles of IncorporationENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAY 22 2006

The undersigned certify that:

1. Patricia Robbins and Joan Liddell are the president and the secretary, respectively, of Clairemont Friendship Center Incorporated, a California corporation.
2. Article I of the Articles of Incorporation of this corporation stating "The name of this corporation shall be Clairemont Friendship Center Incorporated" is amended to read as follows:

The name of the corporation is LiveWell San Diego.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has no members.

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

DATE: 5-18-06

Patricia Robbins
Patricia Robbins, President

Joan M. Liddell
Joan Liddell, Secretary



CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

This Consent to Assignment of Lease Agreement ("Consent") is made as of 4/14, 2004, by the City of San Diego ("CITY") as ("LESSOR") under that certain Lease Agreement ("LEASE") entered into with Pro-Tech, Inc, dated July 31, 1989, and filed in the Office of the City Clerk as Document 274120-2.

CITY hereby consents to the Assignment of the LEASE from ASSIGNOR to

CLAIREMONT FRIENDSHIP CENTER, INC. ("ASSIGNEE")

RECITALS

This consent is made with regard to the following facts:

- A. ASSIGNOR desires to assign to ASSIGNEE all of its rights, title, interests, and obligations as LESSEE in and to the LEASE. The assignment of lease between ASSIGNOR and ASSIGNEE is attached hereto as Exhibit "A".
- B. ASSIGNOR and ASSIGNEE desire to obtain LESSOR's consent to the Assignment and LESSOR is willing to consent to the Assignment on the following terms and conditions.

The parties agree as follows.

- 1 Assumption. ASSIGNEE expressly assumes and agrees for the benefit of the LESSOR to be bound by, and to conform and comply with, every obligation of LESSEE under the LEASE upon the effective date of the Assignment. Notwithstanding the Assignment or LESSOR's Consent to the Assignment, ASSIGNOR will remain jointly and severally liable for the performance of all obligations of ASSIGNOR under the Lease from and after the effective date of this Consent.
- 2 Subsequent Assignments; Recapture. This Consent does not constitute a consent to any subsequent subletting or assignment and does not relieve ASSIGNEE or any person claiming under or through ASSIGNEE of the obligation to obtain the consent of the LESSOR under Section 4.02 Assignment and Subletting, of the LEASE to any future assignment or sublease.
- 3 Default Under the Lease. In the event of any default of ASSIGNEE under the LEASE, LESSOR may proceed directly against ASSIGNEE, any guarantors, or anyone else liable under the LEASE without first exhausting LESSOR's remedies against any other person or entity liable under the LEASE to LESSOR.

4 General Provisions.

- 4.1 Consideration for Assignment. ASSIGNOR and ASSIGNEE represent and warrant that there are no additional payments or rent or any other consideration of any type which has been paid or is payable by ASSIGNEE to ASSIGNOR in connection with the Assignment or the Premises, other than as specifically disclosed to CITY by ASSIGNOR and ASSIGNEE herein.
- 4.2 Brokerage Commission. ASSIGNOR and ASSIGNEE agree that LESSOR will not be liable for any brokerage commission or finders fee in connection with the consummation of the Assignment or this Consent. ASSIGNOR and ASSIGNEE will protect, indemnify and hold LESSOR harmless from any brokerage commission or finders fee in connection with the consummation of the Assignment or this consent, and from any cost or expense (including attorney's fees) incurred by LESSOR in resisting any claim for any such brokerage commission or finders fee. The provisions of this Section 4.2 shall survive the expiration or earlier termination of both the Assignment and this Consent.
- 4.3 Controlling Law. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.
- 4.4 Captions. Captions to the sections in this Consent are included for convenience only and do not modify any of the terms of this Consent.
- 4.5 Entire Agreement; Waiver. This Consent constitutes the final, complete and exclusive statement between the parties to this Consent pertaining to the terms of the LESSOR's Consent to the Assignment, supercedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors or assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that it modifies this Consent.
- 4.6 Attorney Fees. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the applicable party such costs and reasonable attorney fees as have been incurred.
- 4.7 Waiver. Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the LEASE. In addition, the acceptance of rents by LESSOR from ASSIGNEE or anyone else liable under the LEASE will not be deemed a waiver by the LESSOR of any provisions of the LEASE.

4.8 Notice. Any notice required or permitted to be given shall be done so in accordance with Section 7.01 of the LEASE.

ASSIGNEE:

CLAIREMONT FRIENDSHIP CENTER, INC.

Date: 3/25, 2004

By: Atty Hopper

Its: EXECUTIVE DIRECTOR

Address of ASSIGNEE: _____

ASSIGNOR:

ELDER LAW AND ADVOCACY
formerly known as Pro-Tech, Inc.

Date: 3/16, 2004

By: John Austin

Its: PRESIDENT

Address of ASSIGNOR: 3675 RUFFIN Rd, SUITE 315, SAN DIEGO, CA
92123

THE CITY OF SAN DIEGO, LESSOR:

Date: 4/1, 2004

By: Jack D. Farris
Jack D. Farris for the City Manager,
Deputy Real Estate Assets Director

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, CITY ATTORNEY

Date: 4/13, 2004

By: Elisa A. Ruano
Deputy City Attorney

EXHIBIT A

(To Be Attached)

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is made as of April 14, 2004 between Elder Law and Advocacy (formerly known as Pro-Tech, Inc.) ("Assignor"), and Clairemont Friendship Center, Inc. ("Assignee").

RECITALS

- A. The City of San Diego ("City"), as Lessor, and Assignor, as Lessee, executed a lease dated as of July 31, 1989 ("Lease"), a copy of which is attached and incorporated by reference as Exhibit A, pursuant to which City leased to Lessee and Lessee leased from City for a term of 20 years, commencing on or about August, 1989, subject to earlier termination as provided in Section 2.05 of the Lease.
- B. Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease from the Assignor and assume obligations and liabilities under the Lease.

Therefore, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

Section 1 ASSIGNMENT.

Assignor assigns and transfers to Assignee all right, title, and interest in the Lease and Assignee accepts from Assignor all right, title, and interest, subject to the terms and conditions set forth in this Assignment.

- A. As a condition to City's consent hereunder, Assignor agrees to reimburse City upon execution hereof by Assignor the amount not to exceed Five Hundred Sixty Dollars (\$560.00) for City's administrative fees in connection with this Assignment.
- B. Assignor and Assignee covenant and agree that City shall not under any circumstances be liable for any brokerage commission or other charge or expense in connection with this Assignment.
- C. Assignor and Assignee acknowledge that City in consenting to this Assignment is relying on the covenants and agreements of Assignor and Assignee contained in this Assignment and that such covenants and agreements are expressly made for the benefit of the City.

Section 2
ASSUMPTION OF LEASE OBLIGATIONS.

Assignee assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as lessee under the Lease.

Section 3
ASSIGNOR'S COVENANTS.

- A. Assignor covenants that the copy of the Lease attached as Exhibit A is a true and accurate copy of the Lease as currently in effect, and that the Lease has not been further modified or amended and that there exists no other agreement affecting Assignor's tenancy under the Lease.
- B. Assignor covenants that the Lease is in full effect and no default exists on the part of the Assignor or, to the best of Assignor's knowledge, City in the performance of terms, covenants and conditions of the Lease, nor has Assignor received any notice of default from City, nor any acts or events which, with the passage of time or the giving of notice or both, could become defaults.

Section 4
LITIGATION COSTS.

If any litigation between Assignor and Assignee arises out of this Assignment or concerning the meaning of interpretation of this Assignment, the losing party shall pay the prevailing party's costs and expenses of this litigation, including, reasonable attorney fees.

Section 5
INDEMNIFICATION.

Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Lease, and accruing with respect to the period on or prior to the date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney fees and court costs relating to the failure of Assignee to fulfill obligations under the Lease, and accruing with respect to the period subsequent to the date of this Assignment.

Section 6
SUCCESSORS AND ASSIGNS.

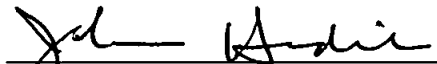
This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 7
GOVERNING LAW.

This Assignment shall be governed by and construed in accordance with California law.
The parties have executed this Assignment as of the date first above written.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date set forth above.

ASSIGNOR:



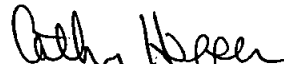
Elder Law & Advocacy

By: Authorized Representative

JOHN HODIK, PRESIDENT

Printed Name

ASSIGNEE:



Clairemont Friendship Center, Inc.

By: Authorized Representative

CATHY HOPPER, EXECUTIVE DIRECTOR

Printed Name