

CITY OF SAN DIEGO
CONSENT TO ASSIGNMENT OF LEASE

THIS CONSENT TO ASSIGNMENT OF LEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of the later date that this Consent is executed by City and approved by the San Diego City Attorney ("Effective Date").

RECITALS

- A. WHEREAS, CITY, as lessor, and SAN DIEGO HALL OF CHAMPIONS INC., a California corporation, as lessee ("LESSEE"), entered into that certain Lease Agreement, dated as of October 25, 1991, filed in the Office of the City Clerk, San Diego, California, as Document No. OO-17702 ("Lease") for certain premises located at 2131 Pan American Plaza, San Diego, California ("Premises").
- B. WHEREAS, LESSEE and SAN DIEGO COMIC CONVENTION, a California non-profit corporation ("ASSIGNEE") entered into an Assignment of Lease ("Assignment"), dated January 23, 2017 and attached hereto as Exhibit "A," which assigns all of LESSEE's rights, title and interest in, to and under the Lease, to the ASSIGNEE.
- C. WHEREAS, Section 4.02 of the Lease requires that CITY consent to the assignment of any portion of LESSEE's right, title or interest in the Lease.
- D. WHEREAS, ASSIGNEE desires to create the Comic-Con Center for Popular Culture ("CCC") on the Premises. CCC will be a place to learn about and interact with comics and related popular art forms on a year-round basis. CCC will support ASSIGNEE's mission of creating awareness of, and appreciation for, comics and related popular art forms through a compelling visitor experience. CCC will not be a collection institution; exhibits will pull from collectors, museums, galleries, and other sources, and will refresh on a regular basis to provide a dynamic visitor experience.

NOW, THEREFORE, CITY provides its consent subject to the following:

- 1. In reliance upon ASSIGNEE's assumption of all obligations as "Lessee" under the Lease, CITY hereby consents to LESSEE's request to assign all of its right, title and interest in and to the Lease to ASSIGNEE. By giving this Consent, CITY is merely consenting to the Assignment. All terms and conditions of the Lease shall control and supersede any inconsistent or contrary provisions in any agreement executed between LESSEE and ASSIGNEE, except as otherwise approved herein; and
- 2. CITY does not release, discharge or modify LESSEE's obligations to CITY under the Lease. As set forth in applicable law, LESSEE's obligations under the Lease shall survive said Assignment and shall continue through the termination dates of the Lease, as set forth therein; and

3. LESSEE agrees to pay CITY any applicable processing and/or administrative fee(s) for processing this Consent; and
4. CITY shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the Assignment. Further, LESSEE agrees to protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of 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.

IN WITNESS WHEREOF, this Consent is executed by CITY acting by and through its Mayor, or his designee.

THE CITY OF SAN DIEGO, a California
municipal corporation

Date: 3/15/17

BY: 
Cybele L. Thompson, Director
Real Estate Assets Department

Environmental Analysis Section Environmental Clearance:

*This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines,
Section(s) 15301 (Existing Facilities).*

Date: 3/15/17

By: 
Name: Alyssa M. Muto
Title: Deputy Director, Environment and Policy Analysis,
Planning Department

Approved as to form this 15th day
of March 2017.

MARA W. ELLIOT, City Attorney

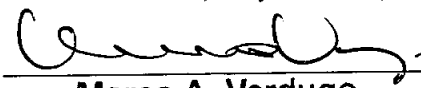
BY: 
Name: Marco A. Verdugo
Title: Deputy City Attorney

Exhibit "A"
ASSIGNMENT OF LEASE

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "**Assignment**") is entered into as of this 23rd day of January, 2017, by and between SAN DIEGO COMIC CONVENTION, a California non-profit corporation ("**Assignee**"), and SAN DIEGO HALL OF CHAMPIONS, INC., a California non-profit public benefit corporation ("**Assignor**").

RECITALS

A. Assignor, as "**Lessee**," and The City of San Diego, a Municipal Corporation ("**Landlord**"), as "**City**," entered into that certain Lease Agreement dated as of October 25, 1991, filed in the Office of the City Clerk, San Diego, California, as Document No. 00-17702 on October 25, 1991, and incorporated herein by this reference (hereinafter, the "**Lease**"), providing for the lease to Assignor of certain premises situated at 2131 Pan American Plaza, San Diego, California, as more particularly described in the Lease (the "**Premises**"). Initially capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

B. Assignor desires to assign all of its right, title and interest in, to and under the Lease to Assignee, and Assignee desires to accept such assignment and assume the obligations under the Lease, on the following terms and conditions.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the Effective Date (as defined below), Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease, as "**Lessee**" thereunder, including all of Assignor's rights and options of renewal, extension or expansion, if any, effective as of the Effective Date.
2. Assumption. Effective as of the Effective Date, Assignee accepts such assignment and assumes all obligations of Assignor as "**Lessee**" to be performed under the Lease arising and accruing from and after the Effective Date.
3. Consent of Landlord. Assignor and Assignee acknowledge and agree that Landlord's executed written consent to this Assignment is required pursuant to Paragraph 4.02 of the Lease and is an express condition precedent to the effectiveness of this Assignment.
4. Indemnity. Assignor shall indemnify and hold harmless Assignee from any claims, damages, costs, expenses, liabilities or obligations arising and accruing under the Lease prior to the Effective Date. Assignee shall indemnify and hold harmless Assignor from any claims, damages, costs, expenses, liabilities or obligations arising and accruing under the Lease from and after the Effective Date.

5. Representation and Warranty. Assignor represents and warrants to Assignee, to the best of its knowledge, that as of the date hereof and as of the Effective Date, there exists no uncured event of default or breach of the Lease by Landlord or Assignor, nor any event or condition which, with the passage of time or the giving of notice, would constitute an event of default or breach of the Lease.

6. Successors and Assigns. All of the terms, covenants and conditions set forth herein shall be binding upon the parties hereto, and inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Outside Surrender Date. Assignor shall vacate the entirety of the Premises, remove all personal property, equipment and furniture from the Premises and surrender the Premises in broom-clean condition on or before 5:00 p.m. California time on the date that is nine (9) months following the execution and delivery to Assignor and Assignee by Landlord of its written consent to this Assignment pursuant to Section 3 above (the "**Outside Surrender Date**"). Assignor shall perform all obligations under the Lease from the date hereof through the Effective Date (as defined below), and if Landlord notifies Assignee of any default by Assignor under the Lease, Assignee shall have the right to cure such defaults of Assignor pursuant to any terms and conditions agreed to by Landlord. If Assignor fails to surrender the Premises in the required condition hereunder on or before the Outside Surrender Date, then (x) such failure shall constitute a material default under this Assignment, and (y) Assignee shall have the right to pursue all rights and remedies under California law for such default, including specific performance of this Assignment.

8. Effective Date. The "**Effective Date**" shall mean the date on which Assignor has vacated and surrendered the Premises in the condition required pursuant to Section 7 above, as reasonably and jointly determined by Assignor and Assignee; provided, however, in no event shall the Effective Date be earlier than three (3) months before the Outside Surrender Date. In the event that the Effective Date has not occurred within six (6) months after the Outside Surrender Date, and such delay in the Effective Date is not caused by Assignor's breach of its obligations pursuant to Section 7 of this Assignment, then this Assignment shall automatically terminate as of the expiration of such six (6)-month period.

9. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflict of laws principles as applied in California.

10. Confidential Binding Arbitration of Disputes. Any and all claims, disputes, controversies or other matters in question between Assignor and Assignee in any way arising out of or related to this Assignment (including its validity, interpretation, enforceability or breach) shall be subject to confidential binding arbitration in San Diego, California. The arbitration shall be administered by JAMS, Inc., in accordance with JAMS's Comprehensive Arbitration Rules. JAMS's rules can be found at: www.jamsadr.com/rules-arbitration. Assignor and Assignee acknowledge that they have had the opportunity to review such rules prior to executing this Assignment. The parties agree that there shall be a single arbitrator appointed for all purposes including presiding over any hearing and issuing a final decision and award, who shall be a retired judge or justice on the JAMS panel for San Diego. If the parties are unable to agree on

an arbitrator, the arbitrator shall be selected pursuant to JAMS's rules. The arbitrator(s) has no power to commit errors of law or legal reasoning. Assignor and Assignee shall share equally in the costs/fees of the arbitrator. Each of Assignor and Assignee shall bear their own attorneys' fees and costs in connection with any arbitration. Assignor and Assignee understand and agree that by entering into this agreement they are waiving any constitutional or statutory right to having any dispute decided in a court of law and/or by a jury. Each party also waives its right to appeal any decision by the arbitrator, except as expressly provided below. If payment of the sums due pursuant to the arbitrator's award are not delivered within ten (10) business days of the date of the award, or if compliance with any other terms of the arbitrator's award is not completed within ten (10) business days of the date of the award, judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction hereof. The parties further agree that any and all claims, disputes, controversies or other matters in question between the parties, including any demand for arbitration, the arbitration proceedings (including all discovery and/or information exchanged during the course of the arbitration), and the arbitrator's award shall be and remain confidential. If any party seeks to have judgment on the arbitrator's award entered in a court of competent jurisdiction, only the amount of the award and any other specific relief awarded may be disclosed (i.e., the nature of the parties' dispute, the basis of the arbitrator's award, and all other facts and circumstances related to the claim, dispute, controversy or other matter in question between the parties and the arbitration itself shall not be disclosed) absent Court order. Notwithstanding the foregoing, either party may at any time apply to a California state court of competent jurisdiction located in San Diego County for any of the following relief at any time: (i) to seek an order granting a petition to compel arbitration pursuant to the California Arbitration Act - namely, Chapter 2 of Title 9 of Part 3 of the California Code of Civil Procedure (commencing with Section 1281 thereof); (ii) to seek an order reviewing for legal error and/or confirming, correcting, or vacating an arbitral award pursuant to the California Arbitration Act - namely, Chapter 4 of Title 9 of Part 3 of the California Code of Civil Procedure (commencing with Section 1285 thereof); and (iii) to pursue enforcement of a court judgment entered on an arbitral award pursuant to the California Arbitration Act - namely, California Code of Civil Procedure Section 1287.4.

11. Counterpart Execution. This Assignment may be executed on separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement and shall become effective when one or more counterparts have been executed by each of the parties hereto and delivered to the other. This Assignment, to the extent signed and delivered by means of a facsimile machine or PDF, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Assignment of Lease as of the date first set forth above.

ASSIGNOR:

SAN DIEGO HALL OF CHAMPIONS, INC.,
a California non-profit public benefit corporation

By: [Signature]
Name: Daniel Shea
Its: Officer

ASSIGNEE:

SAN DIEGO COMIC CONVENTION,
a California non-profit corporation

By: [Signature]
Name: John Rogers
Its: President

[Signature Page to Assignment of Lease]



Date of Notice: February 28, 2017

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Consent to Non-Profit Lease Assignment BP Comic-Con

COMMUNITY PLAN AREA: Balboa Park

COUNCIL DISTRICT: 3

LOCATION: 2131 Pan American Plaza, San Diego, California

PROJECT DESCRIPTION: Authorize the Mayor or his designee to consent to a lease assignment from the San Diego Hall of Champions (Lessee) to the San Diego Comic Convention (Assignee), allowing Assignee to use the City-owned premises known as the Federal Building for the purpose of creating the Comic-Con, Center for Popular Culture ("CCC"). CCC will be a place to learn about and interact with comics and related popular art forms on a year-round basis. It will support ASSIGNEE'S mission of creating awareness of, and appreciation for, comics and related popular art forms through a compelling visitor experience.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Mayor-Appointed Designee

ENVIRONMENTAL DETERMINATION: CEQA Exemption Section 15301- Existing facilities

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: This activity has been determined to be exempt from CEQA pursuant to CEQA Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use; and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and after review of EnviroStor and GeoTracker websites the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

PROJECT MANAGER: Roswitha Sanchez, SR/WA
Supervising Property Agent, Real Estate Assets Department
MAILING ADDRESS: 1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101
PHONE NUMBER: (619) 236-6721

On February 28, 2017, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**March 14, 2017**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD

POSTED: 2/28/2017

REMOVED: 3/15/2017

POSTED: M. Hermann



Comic-Con International: San Diego

San Diego Comic Convention Inc.

By-Laws, Rules and Regulations

Section 1.

Name and Object

A. Name---The name of this corporation shall be:
SAN DIEGO COMIC CONVENTION.

B. Objects---The objects of this corporation shall be those set forth in its Articles of Incorporation.

Section 2.

Administration

The affairs of this corporation shall be administered by a Board of Directors consisting of thirteen members, who shall be elected on an annual basis by the Regular Members of this corporation, with such qualifications as shall be determined from time to time by the Regular Members, and each member of said board shall be a regular member of this corporation. This provision shall amend the Articles of Incorporation regarding the number of Directors of the corporation.

These Board members shall be the three Executive officers, the two Vice Presidents, and eight at-large members.

Resolved Further, that the Secretary of this corporation shall be, and hereby is, authorized and directed to execute a certificate of the amendment of said by-law and to insert said amendment as so certified in the book of minutes of this corporation, and to see that a copy of the by-laws as amended, similarly certified, is kept at the principal office for the transaction of business of this corporation in accordance with Section 502 of the California Corporation Code.

There may also be such additional Boards or Committees as shall be determined from time to time, consisting of those persons who may be selected therefore, and invited to become members thereof by the Board of Directors.

The Board of Directors shall meet eleven times a year, that is, once a month, with the exception of December, to discuss business of the Corporation. Said meetings shall be called by the President.

Section 3.

Executive Officers

Its executive officers shall consist of a President, a Secretary, a Treasurer, and such additional officers who shall be elected by the regular members.

Section 4.

President

A. The President shall preside over all meetings of the Board of Directors. He shall have full power in the management and affairs of the corporation; he shall set and establish all policy of the corporation and/or other functions of activities by or under the direction of this corporation subject to the approval of the Board of Directors; he shall have charge and control of all employees and premises of the corporation; he shall direct all affairs of the corporation, and in general have full and active charge of the business and affairs thereof. He may also appoint such Committee or Committees as he may and define the duties of such Committees. He shall have such other powers and duties as shall from time to time be determined by the Board of Directors. He shall be a member of the Board of Directors.

B. One of the Vice Presidents, as determined by the President, or another Director selected by the President shall, in the absence of the President, perform all duties and have all the powers of the President.

Section 5.
Vice Presidents

The Vice Presidents shall have such powers and perform such duties as shall be assigned to them by the Directors. Each Vice President shall be a member of the Board of Directors.

Section 6.
Secretary and Assistant Secretaries

A. Secretary--The Secretary shall keep a record of the proceedings of the Board of Directors and of the Members and Directors. He shall keep the corporate seal. He shall serve all notices required by law or the Bylaws of the corporation and in case of his absence, refusal, or inability to act, his duties may be performed by any person whom the Board of Directors may direct. He shall ensure that elections of the Executive Officers, Vice Presidents and at-large Directors take place in accordance with procedures set out in the Bylaws. He shall provide a current copy of the Bylaws to each Regular and Associate Committee Member upon the member's election to membership. He shall provide every Regular and Associate Committee Member with a current copy of the Bylaws at the Annual Meeting of Members, unless the Bylaws have not been changed since the previous Annual Meeting.

B. Assistant Secretaries---There may be one or more Assistant Secretaries appointed by the Board of Directors. They shall, in the order of their seniority, in the absence of the Secretary, perform all of the duties and exercise all the powers of the Secretary. They shall also have such other powers and perform such other duties as may be assigned to them by the Board of Directors. Any Assistant Secretary need not be a member of the Board of Directors.

Section 7.
Treasurer and Assistant Treasures

A. Treasurer---The Treasurer's duties shall be such as are implied by the name. He shall furnish, prepare and keep a full set of books of account, showing every detail of the business and the corporation's accounts, and all receipts and disbursements of every name and nature, the amount of cash on hand, and the amount of money owed by the corporation or owing to it, and such other information as may be in the judgment of said Treasurer, pertinent, or such as may be required by the Board of Directors. He shall issue monthly reports to the Board of Directors noting amounts in corporation accounts and how much of the money in the accounts represents unearned income. He shall issue quarterly reports (in September, December, March and June) to the Board of Directors of the standing of each budget approved by the Board and shall make a timely accounting of the corporation's finance following each annual convention.

B. Assistant Treasurers---The Assistant Treasurers, in the order of their seniority, shall have all the powers and duties of the Treasurer in the absence or disability of the Treasurer. They shall have such other powers and duties as may be assigned or delegated from time to time by the Board of Directors.

Section 8.
Powers of Directors

A. General Powers of Directors---The Board of Directors shall have the management of the business of the corporation, and subject to the restrictions imposed by law, by the Articles of Incorporation or by these By-Laws, may exercise all of the powers of the corporation.

B. Specific Powers of Directors---Without prejudice to such general powers, it is hereby expressly declared that the directors shall have the following powers, to-wit:

1. To adopt and alter a common seal of the corporation.
2. To make and change regulations not inconsistent with these Bylaws, for the management of the corporation's business and affairs.

3. To appoint and remove, at pleasure, all officers, agents and employees of the corporation; prescribe their duties; fix their compensation and require from them security for faithful service, if they so deem necessary, and in their discretion, from time to time, to devolve the powers and duties of any officer upon any other person for the time being.

4. To appoint and remove or suspend such subordinate officers, agents or factors as they may deem necessary, and determine their duties and fix, and from time to time change, their salaries or remuneration.

5. To pay for any property purchased by the corporation, either wholly or partly in money, bonds, debentures or other securities of the corporation.

6. To borrow money and to make and issue notes, bonds and other negotiable and transferable instruments, mortgages, deeds of trust, trust agreements and to do every act and thing necessary to effectuate the same.

7. To appoint such committee or committees on any subject within the powers of the corporation's Articles of Incorporation and to define the powers and duties of such committee.

8. To select and designate such bank or trust company as they deem advisable, as official depository of the funds of the corporation and to prescribe and order the manner in which such deposits shall be made and/or withdrawn.

9. To determine the number of members and the types or categories of membership

C. Compensation of Directors---Directors shall not receive any stated salary for their service as Directors, but by resolution of the Board, a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

D. Only Directors may vote, propose votes or make motions at Board meetings.

E. Voting by Directors. Directors may participate in a meeting of the Board, or a committee meeting, through use of a conference telephone, electronic video screen communication or electronic transmission by and to the corporation pursuant to Sections 20 and 21 of the California Corporations Code. Participation in a meeting through the use of conference telephone or electronic video screen communication constitutes presence in person at that meeting as long as all members participating in that meeting can hear one another. Participation in a meeting through use of electronic transmission by and to the corporation, other than telephone conference and electronic video screen communication, constitutes presence in person at that meeting if both of the following apply:

1. Each member participating in the meeting can communicate with all of the other members concurrently.
2. Each member is provided 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.

Section 9. Committees

A. The Board of Directors may, by resolution or resolutions passed by a majority of the whole board, or the President, upon authority conferred upon him by the Board of Directors, designate and appoint such committee or committees on any subject within the powers of the corporation; such committee or committees to have such powers, to exercise such duties or to perform such services as may be proscribed, from time to time, by the Board of Directors and/or by the President, upon authority conferred upon him by the Board of Directors. Such committee or committees shall have such name or names as may be stated in these Bylaws, or as may be determined from time to time, by resolution adopted by the Board of Directors.

B. Each committee shall keep regular minutes of their proceedings and report the same to the Board when required.

Section 10.
Memberships

A. Memberships in this corporation shall consist of regular members and such other associates, honorary, sustaining or other members as may from time to time be provided by the Board of Directors when made a part of these Bylaws. Memberships are non-transferable.

B. Regular memberships shall be limited to 150 in number, and shall consist of those persons elected thereto by two-thirds (2/3) of a quorum of the Regular members at large, at a duly noticed meeting. Each regular membership shall entitle the holder thereof to one vote at all meetings of members of this corporation.

C. The number of memberships and types or categories of memberships shall be determined by the Board of Directors.

D. Associate committee memberships shall be limited in number. Regular Committee Members shall, upon supplying written notice to the secretary, become Associate Committee Members. Those who are not Regular Committee Members who wish to become Associate Committee Members must be elected thereto by two-thirds (2/3) of a quorum of the regular membership at large. Associate Committee Members do not have the privilege of voting, proposing votes or making motions at committee meetings. Associate Committee Members who wish to become Regular Committee Members and meet all qualifications for regular committee membership may be elected thereto by two-thirds (2/3) of a quorum of the regular membership at large at a duly noticed meeting. No Associate Committee Members shall be reinstated to regular membership within one month of the Annual Convention or within one month of the Annual Membership Meeting at which the new Board of Directors is elected.

E. Honorary, sustaining or other memberships shall consist of those persons, firms, associations or organizations affiliated with this corporation or its activities and as may be more specifically provided therefore from time to time by the Board of Directors and amendment of these Bylaws. No such membership shall, however, at any time be entitled thereby to vote at any meeting of the members of this corporation.

F. A Regular Committee Member shall be at least 18 years of age at the time he becomes a Regular Committee Member.

Section 11.
Membership Fees

The Board of Directors may from time to time determine whether or not there shall be any membership fees or dues by any class or classes of membership of this corporation, and to fix and determine the amount thereof.

Section 12.
Annual Meeting of Members

A. There shall be an Annual Meeting of the Regular Members of this corporation, to be held in the City of San Diego, County of San Diego, State of California, on a Sunday within forty-two (42) days of the end of that year's annual convention, except that the first meeting of Regular Members of this corporation shall be on the seventh day of September, 1975; that the 1992 Annual Meeting of Regular Members shall be on the twentieth day of September, 1992; and that the 1993 Annual Meeting shall be held on the twelfth day of September, 1993.

B. No change of the time or place for a meeting of Regular Members of this corporation shall be made within thirty (30) days prior to the date set for the next meeting of said members.

C. At the annual meeting of Regular Members of this corporation, there shall be elected a Board of Directors of this corporation for the ensuing fiscal year, at which meeting, each regular member shall be entitled to one vote, and at which meeting such other business may be transacted as may be found, from time to time, necessary, desirable or useful.

D. Not less than eight meetings of the Committee Members of this corporation shall be called by the President during the fiscal year. It shall be held at such place as the President shall determine or may be called by any Director of this corporation for the purpose of electing Members of the Board of Directors, in the event, for any reason, vacancies shall occur in the board reducing the number thereof to less than a quorum. (This Amendment will not affect the number of Board meetings in a year. Meeting notices will still be emailed or mailed out each month detailing what happened at the Board meetings. All Board meetings are open to the committee and anyone may attend. This means we will have to have atleast 8 meetings in a year, but we still may have 13 meetings.)

E. Special meetings of the regular members of this corporation may be called by the President or any two (2) directors, from time to time, and shall be held at such place as the Board of Directors may, from time to time, determine or may be called by any director of this corporation for the purpose of electing members of the Board of Directors, in the event, for any reason, vacancies shall occur in the board reducing the number thereof to less than a quorum

F. Notice of the calls for any annual or special meeting of the regular members of this corporation shall be given by the Secretary, or such other officer as the Board of Directors may, from time to time, determine, to each regular member not less than five (5) days prior to the date of the holding of such meeting, whether annual or special. Members may choose if they wish to be notified by postal mail or email. Members may change their notice method by making a written request to the Secretary. It will take thirty days for the change to take affect. Members will be notified by email or postal mail as to the place and time of a meeting.

G. There may be annual meetings of all members of this corporations, whether regular or otherwise, at which meeting any action may be taken, as the Board of Directors of this corporation may determine necessary, advisable or useful, except however, no election of directors of this corporation shall occur at such meetings.

Section 13 Termination of Membership

A. Any member, regular or otherwise, may terminate his membership at any time upon delivery to the Secretary of this corporation, the effective date of such resignation.

B. All memberships, of whatever class, shall be for the life of such member or until otherwise terminated.

C. The corporation, at its option, may terminate any membership of whatever class, for any infraction of the By-Laws, rules and/or regulations of this corporation, or for other good and valid reason, as the Board of Directors of this corporation shall determine.

D. Termination of Regular Memberships---As of the April 25, 1993 meeting of Committee Members, A Regular Committee Member shall become an Associate Committee Member if the Member misses more than four meetings of Committee Members or miss two consecutive meetings of Committee Members during any fiscal year, or if he misses either the Annual Meeting or the meeting held immediately before the annual Convention. A Member shall be declared to have missed a meeting if he is not signed in on the official attendance sheet above that member's name one (1) hour after the meeting has been called.

E. Appeals by Regular Committee Members who become Associate Committee Members for missing meetings of Committee Members -- No excuses, expect that a person is doing business authorized by the Board of Directors or Committee, will be allowed for missing a meeting of Committee Members. The change in status from regular to associate committee membership shall be effective at the meeting of Committee Members following the fifth meeting missed or second consecutive meeting missed.

Any change in status from regular to associate committee membership may be appealed to the Board of Directors. The appeal must be requested in writing to the Secretary not less than ten (10) days prior to the meeting of Committee Members following the fifth meeting missed or second consecutive meeting missed.

A Regular Committee shall be excused for missing the Annual Meeting or the meeting held immediately before the annual Convention if he presents a written excuse to the Secretary not less than ten (10) days prior to the next meeting of Committee Members and the Secretary finds the excuse to be acceptable. If the Secretary rejects the Member's excuse but the Member feels his excuse was legitimate, he may appeal the Secretary's decision to the Board of Directors. The appeal must be in writing to the Secretary not less than ten (10) days prior to the meeting of Committee Members following the Annual Meeting or the meeting held immediately before the annual Convention (whichever the Member missed).

The Board of Directors must render a decision on the appeal at the meeting of Committee Members following the Annual Meeting or the meeting held immediately before the annual Convention (whichever the Member missed). This provision shall become effective as of April 25, 1993 meeting of Committee Members.

F. Termination of Associate Memberships---Associate memberships shall be subject to termination if the Associate Member fails to respond within one month to a notice from the Secretary asking whether the Associate Member wishes to retain Associate Member status. The notice will be mailed with the notification for the annual meeting of Members.

Section 14. Liability of Members

No member of this corporation, either regular or otherwise, shall be personally or otherwise liable for any of the debts, liabilities and/or obligations of this corporation.

Section 15. Associate, Honorary, Sustaining, or other Members

The Board of Directors shall have power to admit by invitation as associate, honorary, sustaining or other members of this corporation and for such period as they may elect, such persons of prominence or note, as it may think proper, or such persons that may render this corporation any single benefit or service which it may wish to recognize in this manner and to renew such invitations at its discretion. Such members shall enjoy such privileges and benefits as may be determined by the Board of Directors, except that they shall not vote or hold office.

Section 16. Donations

This corporation may accept gifts, legacies, donations and/or contributions and in any amount and any form, from time to time, upon such terms and conditions as may be decided from time to time by the Board of Directors.

Section 17. Miscellaneous Provisions

A. Corporate Seal---The corporate seal of the corporation shall be in such form as the Board of Directors shall determine and shall contain the name of the corporation, the date and state of its creation and such other matters as the Board of Directors, in their discretion, may determine. Said Seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

B. Principal Office---The principal office shall be established and maintained in the County of San Diego, State of California. This provision shall become effective as of April 13, 2003 meeting of Committee Members.

C. Other Offices---Other offices of the corporation may be established at such places as the Board of directors may, from time to time, designate or the business of the corporation may require.

D. Checks, Drafts, Notes---All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation for all debts of the corporation shall be signed by either the President, the Secretary or Treasurer or by such officers or employees as shall from time to time be determined by the Board of Directors. All checks, drafts, or other orders for the payment of money or notes of other evidences of indebtedness issued in the name of the corporation for all debts of the corporation exceeding (\$5000) shall be signed and countersigned by two of the following: the President, the Secretary or Treasurer or by such officers or employees as shall from time to time be determined by the Board of Directors.

E. Regular Membership Qualification---Persons shall be admitted as regular members to this corporation only in the following manner:

1. A candidate for Regular Membership must have attended three Committee Meetings in the previous twelve months.
2. A candidate for Regular Membership must have worked as a volunteer at no less than one Comic-Con International produced convention within the past two years.
3. A candidate for Regular Membership must have attended an Orientation Meeting within the past six months.
4. A candidate for Regular Membership must be sponsored (recommended by) a current regular member.
5. A candidate for Regular Membership may only be admitted as such by a 2/3 vote of a quorum of the membership at large, at a duly noticed meeting.
6. No candidates shall be admitted to Regular Membership within one month of the Annual Convention or within one month of the Annual Membership Meeting at which the new Board of Directors is elected.

These provisions shall not apply to the beginning membership elected at the first annual meeting of Regular members of this corporation.

F. Regular members and Directors shall have the authority to cast their vote by proxy in elections held or votes taken at duly held meetings, subject to the following restrictions:

1. Any proxy granted shall be valid for one meeting only.
2. The proxy must be specific as to the grantee holding it, and as to the particular issues for which purpose it is vested in said grantee.
3. A proxy shall be valid only if the grantor has attended the meeting at which the particular issues for which it is granted was discussed.
4. The proxy must be given to the Secretary by the start of the meeting at which it is to be used.

G. Notice and Waiver of Notice---Whenever any notice is required to be given by these By-Laws, personal notice is not meant unless expressly so stated; and any notice so required shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed post paid wrapper, addressed to the person entitled thereto at his last known post office address, and such notice shall be deemed to have been given on the day of such mailing. Any notice required to be given under these By-Laws may be waived by the person entitled thereto. Members not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by statute.

H. Assent to Meeting---Any action of the majority of the Board of Directors of this corporation, although not at a regularly called meeting and the record thereof if assented to in writing by all of the other members of the board, shall always be valid and effective in respects as if passed by the board at a regular meetings.

I. Election of Directors---Not less than four weeks prior to the Annual Meeting of Committee Members, a candidate for election as an Executive Officer, Vice President or at-large Director must give a written statement of qualifications (maximum 100 words) to the Secretary. The Secretary shall faithfully transcribe all statements of qualification that he receives by the deadline and mail them to the Committee Members not less than three weeks prior to the Annual Meeting. The elections for Executive Officer, Vice President and at-large Director positions shall take place at the Annual Meeting. The Secretary shall prepare blank ballots for each contested election and designate two Committee Members not seeking election to the contested position to collect and count ballots. Any runoff elections shall occur at the Annual Meeting, as long as a quorum of Regular Committee Members exists. For the at-large Directors, the individuals who receive the highest number of votes who are willing to serve as Directors shall be deemed the winners of the election.

J. No elections will be held less than four months prior to the Annual Meeting of Committee Members. This rule will apply towards all officers: Executive Officer, Vice President or at-large Directors. The Board will elect an interim Officer to fill in the space left by the absent Director until the annual election of Directors held at the Annual Meeting of Committee Members.

K. Termination of Executive Officers, Vice Presidents and At-large Directors--Anyone holding the office of Executive Officer, Vice President or at-large Director shall be subject to termination under the following provisions:

1. If he misses more than two (2) meetings of Committee Members/Directors during any fiscal year. A Director shall be declared to have missed a meeting of Committee Members/Directors if he has not signed the official attendance sheet above his name one (1) hour after the meeting has been called. No excuses, except that a person is doing business authorized by the Board of Directors or Committee, will be allowed for missing a meeting of Committee Members/Directors. Termination shall be effective at the meeting of Committee Members/Director following the third meeting missed. Any termination may be appealed to the Board of Directors. The appeal must be requested in writing to the Secretary not less than ten (10) days prior to the third meeting of Committee Members/Directors. The Board of Directors must render a decision on the appeal at the meeting of Committee Members/Directors following the third meeting missed.

2. In fiscal 1992-93 only, anyone holding the office of Executive Officer, Vice President or at-large Director shall be subject to termination if he misses more than one (1) meeting of Committee Members/Directors after the effective date of this amendment, March 28, 1993

L. Written explanations of absences by Executive Officers, Vice Presidents or at-large Directors--Anyone holding the office of Executive Officers, Vice Presidents or at-large Directors who missed a meeting of Committee Members/Directors shall provide a written excuse of his absence to the Secretary within ten (10) days of the next meeting of Committee Members/Directors.

M. Temporary replacement of an Executive Officers, Vice Presidents or at-large Directors-- if an Executive Officers, Vice Presidents or at-large Directors is terminated, resigns or vacates his office, the President may appoint a temporary replacement (unless the person being terminated is the President, in which case the succession procedure outlined in Section Four (4) shall be followed). An election for a permanent replacement must be held within two meetings of Committee Members after the Executive Officer, Vice President or at-large Director is terminated resigns or vacates his office.

Section 18. Fiscal Year

Fiscal Year---The fiscal year of this corporation shall be from September 1- through August 31.

Section 19. Amendments

Amendment of By-Laws---The regular members, by the affirmative vote of the holders of 2/3 of such memberships issued and outstanding, or the directors, by the affirmative vote of 2/3 of the directors, may at any meeting, provided the substance of the proposed amendment shall have been stated in the notice of the meeting, amend or alter any of these By-Laws.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of San Diego Comic Convention, Inc., a California non-profit public benefit corporation; that these bylaws, consisting of eight pages are the bylaws of this Corporation as adopted by the Board of Directors on August 9, 2015; and these bylaws have not been amended or modified since that date. Executed this February 7, 2017 in San Diego, California

CCI Board Secretary, Mary Sturhann _____

OPERATING AGREEMENT
OF
COMIC-CON CENTER LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT of Comic-Con Center LLC, (this "Agreement") is entered into as of the 31st day of October, 2016, by San Diego Comic Convention, a California non-profit corporation (the "Member"), as the sole member of Comic-Con Center LLC (the "Company").

The Member hereby forms the Company pursuant to and in accordance with the California Revised Uniform Limited Liability Company Act (California Corporations Code § 17701, et seq.), as amended from time to time (the "Act") by filing the Articles of Organization for the Company on October 18, 2016 ("the "Articles"), and hereby agrees as follows:

1. Name

The name of the Company shall be Comic-Con Center LLC.

2. Purpose

The purpose of the Company is to create awareness of, and appreciation for, comics and related popular artforms, primarily through the presentation of conventions and events that celebrate the historic and ongoing contribution of comics to art and culture, and engage in any other activities incidental to or in furtherance of the foregoing (the "Business").

3. Principal Executive Office

The principal executive office of the Company shall be 225 Broadway, Suite 1800, San Diego, California 92101. The Member may from time to time change the principal executive office of the Company.

4. Agent

The initial agent for service of process of the Company shall be GKL Corporate/Search, Inc. or any other person or entity named by the Member.

5. Powers of the Company

The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the Business.

6. Initial Capital Contribution

The Member shall initially contribute to the Company the amount set forth at Exhibit A hereto.

7. Additional Contributions

Any additional capital contributions to the Company, including any amounts deemed necessary for the Company to develop the Business, shall be made at the sole discretion of the Member.

8. Disregarded Entity; Nonprofit Status of Member.

The Company intends to be treated as a disregarded entity for federal and state income tax purposes, and shall file such forms (including Form 8832) as may be necessary or desirable to accomplish such purpose. In connection with the foregoing, the Member is a tax-exempt corporation organized under Section 501(c)(3) of the Internal Revenue Code.

9. Distributions

Distributions shall be made to the Member at the times and in the amounts determined by the Member. To the extent the Company is required by law to withhold or to make tax payments on behalf of or with respect to any Member, the Company may withhold such amounts and make such tax payments as so required. For purposes of this Agreement, any such payments or withholdings shall be treated as a distribution to the Member on behalf of whom the withholding or payment was made.

10. Powers of Member

The Member shall have the power to exercise any and all rights and powers granted to the Member pursuant to the express terms of this Agreement.

11. Management

11.1 Member

(a) The Company shall be managed by the Member.

(b) The Member shall have full, exclusive and complete discretion to manage and control the Business and affairs of the Company, to make all decisions affecting the Business and affairs of the Company and to take all such actions as they deem necessary or appropriate to accomplish the purpose of the Company as set forth herein. The Member shall be the sole person with the power to bind the Company, except and to the extent that such power is expressly delegated to any other person or entity by the Member.

11.2 Officers

The Member may appoint officers at any time to act on behalf of the Company with such power and authority as the Member may delegate in writing to any such persons. The officers of the Company, if deemed necessary by the Member, may include a chairperson, president, vice president, secretary, and chief financial officer. The officers shall serve at the pleasure of the Member, subject to all rights, if any, of an officer under any contract of employment. Any individual may hold any number of offices. No officer need be a resident of the State of California or citizen of the United States. The Member's officers may serve as officers of the Company if elected by the Member. The officers shall exercise such powers and perform such duties as specified in this Agreement or as shall be determined from time to time by the Member.

11.3 No Management by Other Persons or Entities

Except and only to the extent expressly delegated by the Member or as set forth herein, no person or entity other than the Member shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

11.4 Reliance by Third Parties

Any person or entity dealing with the Company or the Member may rely upon a certificate signed by the Member as to:

- (a) The identity of the Member;
- (b) The existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Member or are in any other manner germane to the affairs of the Company;
- (c) The persons who, or entities which, are authorized to execute and deliver any instrument or document of or on behalf of the Company; or
- (d) Any act or failure to act by the Company or as to any other matter whatsoever involving the Company, the Member.

12. Assignments

The Member may assign in whole or in part its limited liability company interest under such terms and conditions as the Member shall determine in its sole discretion.

13. Resignation

The Member may resign from the Company.

14. Admission of Additional Members

One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional member of the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have more than one member.

15. Liability of Member

The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

16. Indemnification

16.1 Exculpation; Indemnification

(a) For purposes of this Agreement, the term “**Indemnified Party**” means the Member, any affiliate of the Member and any officers, directors, shareholders, partners or employees of the Member and their respective affiliates, and any officer, employee or expressly authorized agent of the Company or its affiliates.

(b) No Indemnified Party shall be liable to the Company or any other Indemnified Party for (i) any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Party in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Indemnified party by this Agreement, and, to the fullest extent permitted by applicable law, shall be entitled to indemnification from the Company, or (ii) to the extent that, at law or in equity, such Indemnified Party has duties (including fiduciary duties) and liabilities related thereto to the Company or to any other Indemnified Party, its good faith reliance on the provisions of this Agreement, except that an Indemnified Party shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Party's gross negligence or willful misconduct. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of an Indemnified Party otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of the Indemnified Party.

(c) Notwithstanding the foregoing, any indemnity provided herein shall be provided out of and to the extent of Company assets only, and no Indemnified Party shall have any personal liability on account thereof.

(d) An Indemnified Party shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person or entity as to matters the Indemnified Party reasonably believes are within the professional or expert competence of such person or entity and who or which has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

16.2 Expenses

To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by an Indemnified Party in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnified Party to repay such amount if it shall be determined that the Indemnified Party is not entitled to be indemnified as authorized in this Section 16.

16.3 Insurance

The Company may purchase and maintain insurance, to the extent and in such amounts as the Member shall, in its sole discretion, deem reasonable, on behalf of any Indemnified Party and such other persons or entities as the Member shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person or entity in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Agreement. The Member and the Company may enter into indemnity contracts with any Indemnified Party and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 16 and containing such other procedures regarding indemnification as are appropriate.

17. Outside Business

The Member or affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Member shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. The Member or affiliate thereof shall not be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and the Member or affiliate thereof shall have the right to take for its own account (individually or as a partner, shareholder, fiduciary or otherwise) or to recommend to others any such particular investment opportunity.

18. Dissolution

The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member, (b) the dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company after which the Company has no members for 90 consecutive days, or (c) the entry of a decree of judicial dissolution under Section 17707.03 of the Act.

19. Liquidation

(a) Upon the occurrence of an event of dissolution as provided for in Section 18 of this Agreement, the Company shall cease to engage in any further business, except

to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The Member shall appoint a liquidator (who may, but need not, be the Member) who shall have the sole authority and control over the winding up and liquidation of the Company's Business and affairs and shall diligently pursue the winding up and liquidation of the Company. As soon as practicable after the liquidator's appointment, the liquidator shall cause to be filed a certificate of dissolution statement of intent to dissolve as required by Section 17707.02.

(b) During the course of liquidation, the Member shall continue to take into account the Company's profits and losses as provided in Section 8 of this Agreement.

(c) Liquidation shall continue until the Company's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the Company are satisfied or can be adequately provided for under this Agreement. The assumption or guarantee in good faith by one or more financially responsible persons shall be deemed to be an adequate means of providing for such obligations and liabilities. When the liquidator has determined that there can be a final accounting, the liquidator shall establish a date for the distribution of the proceeds of liquidation of the Company (the "**Distribution Date**").

(d) Subject to Section 17707.05 of the Act, upon the dissolution and liquidation of the Company, the proceeds of liquidation shall be applied as follows: (i) first, to pay all expenses of liquidation and winding up; (ii) second, to pay all debts, obligations and liabilities of the Company, in the order of priority as provided by law, other than debts owing to the Member or on account of the Member's contributions; (iii) third, to pay all debts of the Company owing to the Member; and (iv) to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the Company not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the Company in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the Company pursuant to Section 9.

(e) Upon dissolution and liquidation of the Company, the liquidator shall cause to be executed and filed with the Secretary of State of the State of California, a certificate of cancellation in accordance with Section 17707.08 of the Act and any other forms, notices or certificates required to be filed by the Company in any jurisdiction.

20. Governing Law

This Agreement shall be governed by, and construed under, the laws of the State of California, without regard to the rules of conflict of laws thereof.

21. Amendments

(a) This Agreement may be amended only by the affirmative vote of the Member. Any such amendment shall be in writing and duly executed.

(b) The Articles may only be amended by the affirmative vote of the Member. Any such amendment shall be in writing, and shall be executed and filed in accordance with Section 17054 of the Act.

22. Nature of Membership Interest; Agreement Is Binding Upon Successors

The interest of the Member in the Company constitutes its personal estate. This Agreement is binding upon all successors in interest of the Member.

23. Third Parties

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

24. Titles and Subtitles; Form of Pronouns; Construction and Definitions

The titles of the Sections and paragraphs of this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter forms, the singular number includes the plural and the plural number includes the singular. Unless otherwise specified, references to Sections are to the Sections in this Agreement. Unless the context otherwise requires, the term "including" shall mean "including, without limitation."

25. Act Prevails

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Act and the California Corporations Code shall govern the construction of this Agreement; provided, however, that in the event of any inconsistency between such laws, the provisions of the Act shall prevail.

26. Severability

If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed herefrom, and the balance of this Agreement shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has duly executed this Operating Agreement as of the day and year first aforesaid.

MEMBER:

SAN DIEGO COMIC CONVENTION,
a California non-profit corporation

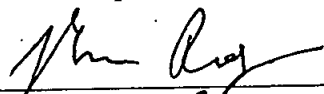
By: 
Name: John Rogers
Title: President

EXHIBIT A

INITIAL CAPITAL CONTRIBUTION AND MEMBERSHIP INTEREST

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Membership Interest</u>
San Diego Comic Convention	\$100,000	100%