

## **CITY OF SAN DIEGO**

### **CONSENT TO SUBLEASE**

THIS CONSENT TO SUBLEASE ("Consent") is provided by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective upon approval by the San Diego City Attorney, as follows:

#### **RECITALS**

- A. CITY, as lessor, and HOUSE OF HOSPITALITY ASSOCIATION, INC., a California nonprofit corporation ("LESSEE"), as lessee, are parties to that certain CITY OF SAN DIEGO NON-PROFIT LEASE (the "Master Lease") filed in the Office of the San Diego City Clerk as Document No. RR-289141 on September 8, 1997, and relating to the House of Hospitality Building (the "Master Lease Premises") within Balboa Park, located at 1549 El Prado, San Diego, California. The Master Lease Premises also include the Upper Dining Terrace as further described in the Master Lease.
- B. On February 26, 2009 a Certificate of Amendment of Articles of Incorporation was signed that changed the corporate name of LESSEE to BALBOA PARK CENTRAL. The Certificate of Amendment was filed in the office of the Secretary of State of the State of California on March 5, 2009.
- C. Effective July 1, 2014, LESSEE merged with BALBOA PARK CONSERVANCY, a California nonprofit corporation, and continued its existence under the name BALBOA PARK CENTRAL, which was the "surviving" corporation under the Agreement of Merger.
- D. On June 22, 2014, LESSEE filed Restated Articles of Incorporation changing its corporate name from BALBOA PARK CENTRAL to BALBOA PARK CONSERVANCY.
- E. LESSEE is currently doing business under the name BALBOA PARK CONSERVANCY.
- F. LESSEE, as sublessor, and the MINGEI INTERNATIONAL MUSEUM, a non-profit California corporation ("SUBLESSEE"), as sublessee, have requested CITY to consent to a Rental Agreement ("Sublease") allowing SUBLESSEE to sublease a portion of the Master Lease Premises commonly known as Basement Storage, as more particularly described in the Sublease, attached hereto.
- G. The Master Lease requires CITY to consent to all subleases of the Master Lease Premises.

NOW, THEREFORE, based on the foregoing Recitals, which are incorporated into this Consent by this reference, and for valuable consideration the receipt and sufficiency of which is acknowledged, CITY hereby consents to the Sublease subject to the following provisions:

1. Subject to the terms and conditions herein, CITY hereby consents to LESSEE's request to enter into the Sublease for use of a portion of its right, title and/or interest in and to the Master Lease

to SUBLESSEE. By giving this Consent, CITY is merely consenting to the Sublease. All terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in any license or agreement executed between LESSEE and SUBLESSEE, except as otherwise approved herein; and

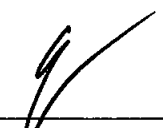
2. CITY's Consent is conditioned upon SUBLESSEE's written agreement that it will assume all rights and obligations as "Lessee" under the Master Lease, as applicable; and
3. CITY does not release, discharge or modify LESSEE's obligations to CITY under the Master Lease. As set forth in applicable law, LESSEE's obligations under the Master Lease shall survive said Sublease and shall continue through the termination dates of the Master Lease, as set forth therein; and
4. This Consent does not constitute consent to any subsequent sublease to use of any right, title and/or interest in and to the Master Lease; and
5. LESSEE agrees to pay CITY any applicable processing and/or administrative fee(s) for processing this Consent; and
6. CITY shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the Sublease. 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.

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

THE CITY OF SAN DIEGO, a California municipal corporation

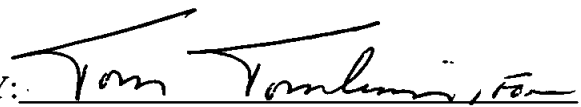
Date: 9/18/18

By:   
Cybele Thompson  
Director, Real Estate Assets Department

*Environmental Analysis Section Environmental Clearance:*

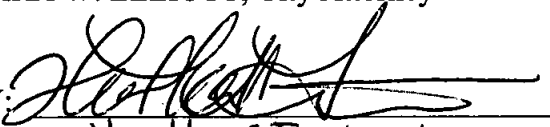
This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

Date: 9/12/18

BY:   
Name: Alyssa M. Muto  
Title: Deputy Director, Environmental and Policy Analysis, Planning Department

Approved as to form this 20<sup>th</sup>  
day of September, 2018

MARA W. ELLIOTT, City Attorney

BY:   
Name: Heather Ferbert  
Title: Deputy City Attorney