

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT TO SUBLEASE AGREEMENT ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), SAN DIEGO MUSEUM OF ART, a California public service corporation ("SDMA"), and GCIUFFA, INC., a California corporation d.b.a. Giuseppe Restaurants and Fine Catering ("GIUSEPPE") to be effective upon execution by CITY (the "Effective Date") and approval by the San Diego City Attorney, as follows:

RECITALS

- A. SDMA is the "LESSEE," under that certain LEASE AGREEMENT dated February 27, 1990, filed as document No.RR-275126 in the Office of the City Clerk of CITY, by and between CITY, as Lessor, and San Diego Museum of Art ("Master Lease"), relating to certain real property ("Master Lease Property") more particularly described in Section 10.04, Legal Description – Exhibit A, of the Master Lease.
- B. The Master Lease requires CITY'S consent to any sublease of the Master Lease Property.
- C. GIUSEPPE has executed that certain Food Services Operations Agreement ("SDMA Sublease") dated June 23, 2009, whereby, subject to CITY'S consent, SDMA subleases to GIUSEPPE and GIUSEPPE subleases from SDMA a portion of the Master Lease Property ("Sublease Premises") located on the Master Lease Property and more fully described in the GIUSEPPE Sublease, attached hereto as Exhibit A.
- D. Under the terms of this Consent, CITY will consent to the SDMA Sublease.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. Subordination. The SDMA Sublease is and shall be subordinate to the Master Lease. CITY shall not be bound by any term or condition in the SDMA Sublease which in any way conflicts with CITY'S rights or increases CITY'S obligations under the Master Lease. Any conflict between the Master Lease and the SDMA Sublease shall be construed or resolved in favor of the Master Lease. GIUSEPPE acknowledges and agrees that its rights and obligations as "LESSEE" under the SDMA Sublease are subject and subordinate to the terms and conditions of this Consent and the Master Lease.
- 2. Master Lease Provisions. Without releasing SDMA of any obligation, GIUSEPPE additionally assumes and shall perform the obligations of "LESSEE" under the Master Lease as and to the extent such obligations are applicable to the

Sublease Premises or GIUSEPPE'S use of any common area within the Master Lease Property.

3. Use. GIUSEPPE'S use shall be for operation of the "Sculpture Court Café" including catering and concessions services to SDMA's guests, invitees, licensees, contractors and employees and no other purposes and shall comply at all times to the Master Lease.
4. Indemnification. SDMA and GIUSEPPE, jointly and severally, shall defend, indemnify, protect, and hold CITY, its elected officials, officers, representatives, agents and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation any injury to SDMA'S or GIUSEPPE'S officers, employees, agents, invitees, guests, subtenants or licensees, which arise out of or are in any manner directly or indirectly connected with the Sublease, GIUSEPPE'S use of or operations on the Master Lease Property, the condition of the Sublease Premises, or from any act or omission of GIUSEPPE or any of his employees, agents, invitees, guests, subtenants or licensees; provided, however, this duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents or employees.
5. Subsequent Sublease. This Consent does not constitute consent to any subsequent subletting of any portion of the Master Lease Property, and does not relieve GIUSEPPE or any person claiming under or through either of them of the obligation to obtain CITY'S consent to any future sublease.
6. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the SDMA Sublease or this Consent. SDMA and GIUSEPPE shall jointly and severally protect, defend, indemnify, and hold CITY harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of the SDMA Sublease 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.
7. San Diego's Strong Mayor Form of Governance. The Master Lease shall be amended by adding the following section:

All references to "City Manager" in this lease and all subsequent amendments to this lease shall be deemed to refer to "Mayor." This section became effective on January 1, 2006, and shall remain in effect for the duration of the time period that the City operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the City of San Diego City Charter.

8. No Further Modification of Master Lease or SDMA Sublease. Except as provided herein, this Consent shall not be deemed or construed to modify, waive, impair, or affect any of the terms or conditions of the Master Lease or the SDMA Sublease.
9. Controlling Law. The terms and conditions of this Consent shall be construed in accordance with the laws of the State of California.
10. Captions. Captions to the sections of this Consent are included for convenience only and do not modify any of the terms of this Consent.
11. Entire Agreement. This Consent constitutes the entire statement of the agreement of the parties pertaining to the amendment of the Master Lease and CITY'S consent to the SDMA Sublease, and is binding on and inures to the benefit of the parties' respective heirs, representatives, successors and 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. No modification of the terms or conditions of this Consent shall be effective unless made in a writing that expressly states that it modifies this Consent, and signed by the parties hereto.
12. Attorney Fees. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach of the terms and conditions of this Consent, or otherwise for any remedy and the enforcement thereof, the prevailing party shall be entitled to recover from the non-prevailing party its costs and reasonable attorney fees incurred.
13. Notice. Any notice required or permitted to be given to any party hereto shall be given in accordance with the provisions of the Master Lease, and if to GIUSEPPE, addressed to:

GIUSEPPE RESTAURANTS & FINE CATERING
700 PROSPECT STREET
LA JOLLA, CA 92037
ATTN: GIUSEPPE, CIUFFA, PRESIDENT
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 the City Manager, 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.

15. Waiver. Any failure by City to exercise its rights, or insist upon strict performance of any obligation under this Consent, in one or more instances, shall not be construed as a waiver thereof, and the same shall remain in full force and effect.
16. CITY'S Consent. Subject to the terms and conditions of this Consent, CITY hereby consents to the SDMA Sublease.

IN WITNESS WHEREOF, the parties hereto execute this Consent to be effective as of the Effective Date.

Date: 11-9-09

SAN DIEGO MUSEUM OF ART

BY: [Signature]
Name: JULIANNE M. MARKOW
Title: DEPUTY DIRECTOR

GCIUFFA, INC., a California Corporation

Date: 11-06-09

BY: [Signature]

Effective Date: 11/18/09

THE CITY OF SAN DIEGO,
a California municipal corporation

BY: [Signature]
Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:

Date: 11-24-09

JAN I. GOLDSMITH, City Attorney

BY: [Signature]
Deputy City Attorney

PP/cb
08-10-09

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EXHIBIT A

FOOD SERVICES OPERATIONS AGREEMENT

THIS FOOD SERVICES OPERATIONS AGREEMENT ("Agreement") is made and effective as of June 30, 2009 (the **"Effective Date"**) by and between the San Diego Museum of Art, a California public service corporation, 1450 El Prado, San Diego, CA 92101 (**"SDMA"**) and GCIuffa, Inc., a California corporation, dba Giuseppe Restaurants and Fine Catering (**"Contractor"**), 700 Prospect Street La Jolla, CA 92037, collectively referred to as **"Parties"** and separately referred to as **"Party."**

RECITALS

WHEREAS, Contractor desires to provide Catering Services and Concession Services to SDMA and operate the Café (as defined below); and

WHEREAS, SDMA desires to procure such services from Contractor.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1. **"Agreement"** means this Agreement and any attachments hereto, and any modifications that are made to this Agreement in accordance with its terms.

1.2. **"Café"** means that area within the Licensed Premises known as the Sculpture Court Café that contains the Fixtures and Supplies needed to provide Services, all as defined herein.

1.3. **"Café Services"** means the provision of food and alcoholic and non-alcoholic beverage service at the Café.

1.4. **"Catering Services"** means the provision of food and alcoholic and non-alcoholic beverage service at the Museum under a separate contract and on an agreed-upon, pre-planned basis for specific events or occasions at the Museum.

1.5. **"Concession Services"** means the provision of food and alcoholic and non-alcoholic beverage service at the Museum on a non-hosted basis for specific events or occasions, other than Catering Services.

1.6. **"Contract Administrator"** means the Executive Director of SDMA or such other person assigned by the Executive Director to monitor Contractor's performance under this Agreement and empowered by the Executive Director to act as SDMA's agent in relations with Contractor.

1.7. **"Contractor"** means GCIuffa, Inc., a California corporation, dba Giuseppe Restaurants and Fine Catering.

1.8. **"Fixtures"** means those food processing, preparation, and servicing equipment, furnishings, and other property owned by SDMA or purchased by Contractor to provide Services in the Café or Licensed Premises.

1.9. **"Licensed Premises"** means the area or portion of the Museum licensed to Contractor pursuant to this Agreement where the Café is located. The Licensed Premises does not include the Sculpture Garden. The Licensed Premises are generally depicted on the diagram attached hereto as Exhibit A and are subject to modification and change as provided herein.

1.10. **"Museum"** means the buildings and associated ground areas, including the Sculpture Garden, located in Balboa Park and commonly known as the San Diego Museum of Art, leased by SDMA from the City of San Diego pursuant to that certain Lease between SDMA and the City of San Diego dated February 12, 1990.

1.11. **"Party/Parties"** means either SDMA or Contractor or collectively referred to, as the case may be.

1.12. **"Preferred Caterers"** means catering companies selected by SDMA to provide Catering Services at the Museum.

1.13. **"SDMA"** means The San Diego Museum of Art.

1.14. **"Services"** means providing Café, Catering and Concession Services to SDMA's guests, invitees, licensees, contractors and employees.

1.15. **"Supplies"** means the nondurable goods needed for Services.

2. **SERVICES.**

2.1. Services. SDMA licenses Contractor to provide Services at SDMA for the Term, as defined herein, of this Agreement. Contractor shall be the exclusive provider of Café Services and Contractor agrees to provide Services as stated in this Agreement. Contractor shall exercise commercially diligent efforts to open the Café for operations by July 7, 2009 after installation of Fixtures and Supplies as contemplated herein.

2.2. Quality. Contractor agrees to perform Services with promptness and diligence in a thorough, professional and workmanlike manner consistent with industry standards. Contractor and SDMA agree that the Café shall be operated by Contractor in the style of a classic European Bistro with a California influence with menu selections focused on seasonal and locally sourced ingredients with an emphasis on providing quality and value to the patron ("**Café Concept**"). The Café shall offer table service with full alcoholic beverage offerings and a "grab and go" display case and espresso beverages for take-out patrons who will be able to utilize open seating in the Sculpture Garden.

2.3. Hours. Contractor shall operate the Café at SDMA in the Licensed Premises. At Contractor's election, Contractor may operate the Café subject to SDMA's right to close the Licensed Premises for SDMA events as provided herein, during the following hours of operation: Tuesday through Friday from 11:00 a.m. to 8:00 p.m. and Saturday and Sunday 9:00 a.m. until 8 p.m. Contractor agrees to operate the Café at a minimum from 11 a.m. to 3 p.m. Tuesday through Sunday. The Café shall not be open on Mondays, or the holidays listed on Exhibit B, except with the prior written approval of SDMA. Subject to the foregoing and the prior written approval of SDMA, Contractor may modify the business hours.

2.4. Approvals. Contractor shall obtain prior written approval on all major decisions relating to Services from SDMA's Contract Administrator. Major decisions include, but are not limited to, a change in the Café Concept, general décor, facility space management, installations, or structural alterations to the Licensed Premises. SDMA's approval shall not be unreasonably

withheld. Subject to Contractor's obligation to operate the Café and the Licensed Premises as provided in this Agreement, staffing practices, menu items, supply and logistics management and cleaning and maintenance shall be determined by Contractor in its professional judgment but Contractor shall consult with SDMA's Contract Administrator from time to time with regard to such operations.

a. The Parties acknowledge that the City must approve this Agreement and SDMA shall not be held responsible for City's failure to approve the Agreement or failure to approve the Agreement in a timely manner. Contractor hereby releases SDMA from any liability due to City's approval process.

2.5. Supplies and Fixtures. Contractor shall furnish all Supplies for the operation of the Café at Contractor's expense. Contractor shall enter into contracts to obtain Supplies in Contractor's name and SDMA shall not be held responsible for Contractor's contractual agreements. Contractor may use Supplies owned by SDMA. SDMA warrants that all Fixtures and Supplies provided by SDMA to the Licensed Premises shall be in good working order and fully functional at the time of commencement of this Agreement. Contractor shall have the right to inspect all Fixtures and Supplies prior to commencement in order to determine that such Fixtures and Supplies are in such good working order and condition. Upon such acceptance, Contractor shall maintain, repair or replace the Fixtures and Supplies during the term of this Agreement in order to return them to SDMA in the same or similar condition upon expiration or termination of the Agreement subject to reasonable wear and tear, damage by casualty, and alterations/improvements.

2.6. Advertising. Contractor shall advertise, market or promote the Café outside of the Museum at least twice a month including, but not limited to, one or more of the following: participating in charitable contributions, promoting to area hotels, convention center and visitor and tourism organizations, mailings, newsletters, and providing printed materials for handout in Balboa Park. In addition, Contractor shall provide web marketing and web mail data base, feature the Café on its website and link to SDMA's website, participate in meetings with SDMA regarding marketing and advertising, and list the Café on Contractor's business cards, stationary and letterhead as approved herein. SDMA shall provide a link on its website to Contractor's website promoting the Café. Use of SDMA's name or the Sculpture Court Café in all printed materials shall be submitted to SDMA for written approval fifteen (15) days in advance. Contractor shall issue a press release to all major media within thirty (30) days of opening the Café with the content and distribution list to be approved in writing by SDMA prior to release. Contractor and SDMA agree to work in a collaborative manner to promote and market the Café and the Services. SDMA may provide Museum promotions of Museum events and exhibitions in the Café at SDMA's sole cost and expense.

2.7. Outside Events. Contractor shall not provide Catering Services or Concession Services from the Licensed Premises to events or persons outside of the Museum, or book or provide such services to customers at the Museum, without the prior written approval of SDMA, except as provided for in this Agreement. The Parties acknowledge that Contractor owns and operates a full service catering business and except as provided in this paragraph, nothing contained herein shall limit Contractor's operation of its catering business and the provision of food and beverage services outside of the Licensed Premises.

2.8. Concessions. Contractor shall provide Concession Services for designated events at the Museum at the request of SDMA. SDMA shall deliver written notice to Contractor on the first business day of each calendar quarter listing the events for the following six (6) months for which Contractor will be requested to provide Concession Services. SDMA may amend the list of Concession Services events with written notice no later than fifteen (15) days before an event. SDMA shall use Contractor as its exclusive provider of Concession Services. However, if Contractor is unable to provide Concession Services at an event, SDMA may hire a replacement for that event.

2.9. Catering. Contractor is a Preferred Cater and shall remain on the Preferred Caterers' list during the Term of this Agreement. The current list of Preferred Caterers is attached hereto as Exhibit C and incorporated herein. SDMA reserves the right to amend such list by adding or deleting catering companies. SDMA shall notify Contractor in writing of any addition or deletion of catering companies to the list.

2.10. Alcohol Beverage License. Within six (6) months of the Effective Date, Contractor shall obtain and maintain a Type 47 license from Alcoholic Beverage Control for the Term of this Agreement ("**ABC License**"). If Contractor cannot obtain the ABC License with ABC approval within six (6) months of the Effective Date, SDMA shall have the right to hire another contractor for those events that require alcoholic beverage service or terminate the Agreement with sixty (60) days notice.

a. At the end of the Term of this Agreement, either SDMA or SDMA's designated operator, owned and controlled exclusively by SDMA, may acquire from Contractor the ABC License, subject to ABC approval, and all Fixtures and Supplies related to the alcohol beverage service at Contractor's cost of acquiring the ABC License, the transfer cost of the ABC License, and cost of such Fixtures and Supplies ("**ABC License Transfer**"). Contractor shall provide SDMA reasonable documentation supporting the ABC License Transfer costs. At least sixty (60) days prior to the ABC License Transfer, SDMA and Contractor shall negotiate in good faith consistent with industry standards the specific percentages described in (b) below and whether Contractor may obtain permits for outside events as the alcohol beverage manager under the ABC License in accordance with applicable ABC laws and regulations under the financial terms outlined in (b).

b. If the ABC License Transfer occurs and Contractor obtains an Extended Term, as defined herein, Contractor shall act as an alcohol beverage manager in accordance with all ABC laws and regulations. The parties shall negotiate in good faith the following alcohol beverage manager terms at least sixty (60) days prior to Contractor becoming the alcohol beverage manager: (i) a base fee for Contractor to provide a base salary for a beverage manager subject to a reasonable annual Consumer Price Index adjustment; (ii) a percentage of gross beverage sales as a commission paid by Contractor for the beverage manager, and (iii) a percentage service charge paid to Contractor, which is added to the gross beverage sales and passed on to the customer. Contractor shall provide all staffing, insurance, supplies and inventory at SDMA's expense and provide detailed accounting for all events to SDMA in a form and manner reasonably required by SDMA and all net profits associated therewith shall be paid to SDMA. SDMA shall be required to pay for all alcohol beverage purchases directly. The parties shall amend this Agreement to incorporate specific negotiated terms into this Section.

2.11. Alcoholic Beverage Service. Subject to Sections 2.10 (a) and (b) Contractor is the sole provider of alcoholic beverages for events conducted at the Museum, including Catering Services catered by Preferred Caterers as coordinated by SDMA. Contractor shall provide alcoholic beverages upon SDMA's written request given no later than fifteen (15) days before an event, including the expected attendance at such event.

2.12. Alcohol Beverage Costs. Contractor's rates for alcoholic beverage services shall be competitive within the industry for such services. For events hosted by SDMA with a no-host bar, Contractor shall provide alcoholic beverage services at no cost to SDMA. For events hosted by SDMA that include a hosted bar, SDMA shall pay Contractor actual costs for all bar services, including Contractor's standard rates and prices for labor, beverage, equipment and supply rental, plus a coordination fee of \$250 per such hosted event. Contractor's schedule of hourly labor charges for alcohol beverage service staff is attached hereto as Exhibit D which may be amended to reflect cost of living adjustments. There shall be no other mark-ups charged on staff time, materials, or other items used to provide the bar services. Contractor shall submit an invoice to SDMA within thirty (30) days of each event and the invoice shall reflect Contractor's costs as provided above. As used herein, SDMA events shall be events and gatherings at SDMA for the benefit of the Museum or which are hosted by SDMA and not for the benefit of outside groups or parties.

2.13. Discounts. Contractor shall provide a ten percent (10%) discount to SDMA employees and a ten percent (10%) discount to Balboa Park employees and employees of Balboa Park institutions at the Café. Such employees shall be required to present identification or proof of employment as a requirement to receiving such discount.

2.14. SDMA Events. SDMA has the right to use the Licensed Premises during Contractor's hours of operation for SDMA events provided SDMA gives Contractor ninety (90) days advance notice of such events, provided that such closures shall not exceed thirty (30) times per year. SDMA shall be responsible for storage and restoration of the Licensed Premises for all events that Contractor is not providing Catering Services.

2.15. Warranties. Contractor warrants that Services will be performed in a diligent and workmanlike manner in accordance with applicable industry standards. Contractor shall provide the maximum quality of Services, Fixtures and Supplies at the Café, reasonable prices and good public relations with SDMA's visitors, guests and employees. Contractor shall anticipate and resolve problems with Services, Fixtures or Supplies immediately and shall alert SDMA management and staff if the problem necessitates coordination or assistance with SDMA. Contractor shall comply with all state and local regulations relating to the purchase, storage, preparation and distribution of food and beverage services and supplies. It shall also comply with all state and local regulations regarding facility sanitation and maintenance. Contractor shall conform with the provisions of the Uniform Food Facilities Law (formerly the California Restaurant Act), CAL-OSHA and other state regulations. Contractor shall provide extermination and pest control services at least once a month in all food preparation and storage, dining, catering and lounge areas of the Licensed Premises. Contractor shall obtain and maintain applicable business licenses, health certificates, and insurance coverage necessary for the proper and legal operation of the foodservice operation herein described. Contractor shall also follow all rules, regulations and policies of SDMA.

2.16. Contractor Maintenance. Contractor shall provide and pay for the regular and periodic maintenance and cleaning of all Fixtures and Supplies within the Licensed Premises and Café. Contractor shall dispose of food and debris and clean up upon the daily completion of Services, but shall not clean any art works or personal property of SDMA listed on Exhibit E. Contractor is directly responsible for assuring that the Café and Licensed Premises are kept clean and sanitary. A mutually agreed upon schedule of cleaning shall be followed by Contractor. Contractor shall assume direct responsibility for the preventative maintenance and repair of all Fixtures and Supplies, whether purchased by Contractor or SDMA. Contractor shall use ordinary care in the use and maintenance of the Fixtures or Supplies located on the Licensed Premises or Café.

2.17. SDMA Maintenance. SDMA represents that the indoor portion of the Licensed Premises and Café is serviced by a heating, ventilation and air conditioning system ("HVAC") and gas and electric utilities and all such utilities shall be provided by SDMA to the Licensed Premises at SDMA's sole cost and expense. SDMA represents that the HVAC system and all utilities to the Licensed Premises are in good working condition as of the Effective Date of this Agreement. Subject to Contractor's responsibility for regular and periodic cleaning described above, SDMA shall be responsible for the maintenance and repair of the structure and the facilities that constitute the Licensed Premises and the architectural and decorative elements (including without limitation all pieces of art work) that are in the Licensed Premises including monthly power-washing of the hard surface areas of the Licensed Premises. SDMA shall be responsible for maintaining the Sculpture Garden and landscaping. SDMA shall also be responsible for maintenance, repair, and replacement of all utilities or services provided to the Licensed Premises that are not part of the Licensed Premises, including but not limited to the HVAC and other improvements consisting of or facilitating use of the Licensed Premises.

2.18. Delivery. Contractor shall be responsible for receiving Supplies and Fixtures ordered by Contractor and for the security of items received. Contractor shall keep the delivery area neat and clean and comply with the same rules and regulations for the non-exclusive delivery area.

2.19. Trash Removal. Contractor, at its expense, shall remove trash and garbage from the Licensed Premises and Café at least once a day or as often as may be necessary to ensure safe and sanitary conditions.

2.20. Security. Contractor is responsible for control of the keys obtained from SDMA and the overall security of the Licensed Premises and Café. Overall security includes but is not limited to locking doors, gates and windows, and setting alarms. Contractor shall coordinate access to, and the securing of, the Licensed Premises and Café and access to other parts of the Museum with SDMA's security officers and services. Contractor shall abide by all of SDMA's security policies and procedures and they shall control in the event of any inconsistency with Contractor's policies and procedures. Contractor shall keep confidential and secure SDMA's security policies and procedures, keys and alarms.

2.21. Relocation of Licensed Premises. SDMA reserves the right to relocate the Licensed Premises and Café to another area in the Museum. The newly relocated Licensed Premises and Café shall be comparable in size, covered seating, kitchen capacity and public exposure to the original Licensed Premises, and the terms of this Agreement shall apply. The relocated Licensed Premises and Café shall be delivered to Contractor with improvements

substantially similar to those improvements existing at the time of SDMA's notice to Contractor ("**Improvements**").

a. Notice. SDMA shall provide written notice to Contractor at least ninety (90) days prior to the effective date of any relocation ("**Relocation Date**"). The notice shall provide a detailed written description of the proposed relocation and a copy of any plans.

b. Costs. SDMA shall pay for the Improvements costs and the costs to relocate the Fixtures and Supplies.

c. Timing. Relocation of the Improvements, Fixtures and Supplies shall be completed at a mutually acceptable time convenient for the Parties but no later than the Relocation Date. Prior to relocation, the Parties shall execute an amendment to this Agreement reflecting the new location.

2.22. Modification or Changes to Licensed Premises. SDMA reserves the right to change or modify the Licensed Premises or Café including the addition or deletion of sculptures and artwork to the Licensed Premises upon thirty (30) days written notice ("**Modification Date**") provided such modification does not materially alter or change the size, covered seating, kitchen capacity and public exposure of the Licensed Premises. Any changes or modifications shall be coordinated in a manner as to reasonably minimize the disruption to the operation of the Café and the Licensed Premises and shall be completed at a mutually acceptable time convenient for the Parties no later than the Modification Date, and be reflected in an amendment to this Agreement.

2.23. Hazardous Materials Compliance. SDMA warrants that the Licensed Premises and Museum are in compliance with all applicable laws affecting public occupancy and all applicable hazardous substance laws. If the Licensed Premises becomes out of compliance due to enactment of a new law, police rule or regulation that results in a hazardous materials compliance issue, SDMA shall be responsible for all work, cost and expense required to bring the Licensed Premises and Café into compliance.

2.24. Existing Contracts. Contractor will provide Concession Services or Catering Services for those special events booked by SDMA prior to the Effective Date of the Agreement on the terms negotiated by SDMA. A list of the special event dates are attached as Exhibit F. Contractor shall only provide Catering Services for those special events in which Contractor is selected as the Preferred Caterers.

3. **COMPENSATION.**

3.1. Payment Structure. As a license fee for the operation of the Café, Contractor shall pay to SDMA five percent (5%) of monthly gross food and beverage (alcoholic and non alcoholic) Café revenue up to \$1,000,000 and three percent (3%) of monthly gross food and beverage (alcoholic and non alcoholic) Café revenue over \$1,000,000 per fiscal year (July 1 to June 30) excluding sales tax, returns and charge-backs. The total fees paid to SDMA by Contractor as a percent of Café gross revenue shall not be less than \$25,000 per fiscal year; if total fees as a percent of monthly gross revenue are less than \$25,000 per fiscal year, Contractor shall pay the difference to SDMA within 30 days of fiscal year end. Contractor shall also pay SDMA monthly fifteen percent (15%) of all gross alcohol sales from non-Café Concession Services and Catering Services excluding labor, sales tax and service charges. Contractor shall make all payments to SDMA by the tenth (10th) day of each month following the prior month-

end. Contractor also shall donate \$5,000.00 of in-kind Catering Services to SDMA during each year of this Agreement and shall provide the Concession Services at cost for SDMA hosted events as provided herein.

3.2. Payment and Reporting Schedule. Contractor shall submit monthly financial reports and payments to SDMA (ATTN: Deputy Director, Operations and Finance) verifying the business activity and calculations of payment in the form reflected on Exhibit G.

3.3. Contractor Accounting Records. Contractor shall maintain separate revenue accounts for gross food and alcoholic and nonalcoholic beverage sales generated by Services. These records shall be open for inspection by SDMA, or its agents, at all reasonable times and upon reasonable prior notice. At the termination of this Agreement, Contractor shall maintain such records for not less than eighteen (18) months and shall make them available to SDMA, or its agents, in accordance with this section.

4. CAPITALIZATION.

4.1. Inventory. Contractor and SDMA have performed a physical inventory of SDMA's Fixtures and Supplies located on the Licensed Premises and Café as of the Effective Date. A complete list of the Fixtures and Supplies is attached hereto as Exhibit H and incorporated herein (the "**Inventory**") The Parties will amend Exhibit H within five (5) days after the Effective Date to reflect any changes to the Inventory.

4.2. Additional Capital. The Parties acknowledge and agree that the Inventory attached hereto as Exhibit H represents the Fixtures and Supplies owned by SDMA as of the Effective Date. Contractor shall provide such additional Fixtures and Supplies that it determines to be required or necessary for Services in accordance with the operating standards set forth herein. Such Fixtures and Supplies purchased by Contractor shall remain the property of Contractor and shall be removed by Contractor (and the Licensed Premises shall be restored to the condition prior to such installation) at the end of the Term or Extended Term. Prior to making any permanent installations or alterations to the Licensed Premises, Contractor shall provide SDMA with written specifications for such installations or alterations. Contractor may make such installations and alterations upon receipt of written approval from SDMA, provided that all such installations or alterations shall be done in a good, workmanlike and lien-free condition by licensed contractors approved by SDMA. Contractor shall indemnify and hold SDMA harmless from all costs, expenses or liability associated with such installations or alterations. Except for Contractor's removable trade Fixtures and Supplies, all such alterations and installations shall become the property of SDMA upon such installation.

4.3. Capital Investment by Contractor. Contractor agrees to invest approximately \$30,000.00 on Fixtures, Supplies and/or approved installations and alterations in Café prior to re-opening of Café.

5. CONTRACTOR REPRESENTATION AND WARRANTIES.

5.1. Organization and Good Standing. Contractor is a California corporation duly organized, validly existing and in good standing under the laws of the State of California. Contractor has submitted verification that it is validly existing and in good standing in the State of California.

5.2. Compliance with Laws. Contractor is, and at all times has been, in full compliance with all federal, state, local, municipal, foreign, international, and multinational, laws, ordinances, principle of common law, codes, regulations, rules and statutes.

6. LIABILITY INSURANCE.

6.1. General Liability. During the term of this Agreement, Contractor shall obtain and maintain general liability insurance coverage in the amount of not less than two million five hundred thousand dollars (\$2,500,000.00); shall name SDMA as an additional insured; and require that SDMA have at least thirty (30) days notice prior to cancellation and replacement of coverage. Contractor shall furnish SDMA a certificate of insurance denoting compliance with the provisions herein prior to the commencement of Services. Contractor shall report to SDMA promptly and in writing any incident which might reasonably result in any insurance claims for Contractor or SDMA.

6.2. Additional Coverage. Contractor shall obtain and keep in full force during the term of this Agreement a Fire Legal Liability or Broad Form Property Damage Liability Endorsement and Business Automobile Liability insurance with the above-mentioned general liability coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence. The Business Automobile Liability insurance shall cover vehicles owned, used, and hired by Contractor. Contractor shall provide proof of such insurance to SDMA.

6.3. Worker's Compensation. Contractor shall maintain Workers Compensation Insurance, Employees Liability Insurance, and insurance in compliance with any statutory requirements pertaining to the compensation of injured employees, covering all Contractor employees connected with the performance of this Agreement in compliance with the laws of the State of California,

7. TAXES.

7.1. Sales/Use/Tax. Contractor shall pay all applicable sales and use taxes assessed with respect to the sale of food or beverage through Services. Contractor shall hold SDMA harmless against any liability, costs and expenses with respect to any sales or use tax assessed with respect to the sale of food or beverage under the terms of this Agreement. SDMA shall pay any property tax assessed with respect to the Licensed Premises and on its Fixtures and Equipment except that Contractor shall pay any property tax relating to its Fixtures and Equipment located at the Licensed Premises.

8. PROPRIETARY RIGHTS.

8.1. License Only. Contractor acknowledges and agrees that this Agreement is a license to use the Licensed Premises and Café and does not constitute a lease or sublease of any interest in the Museum or any part thereof. Contractor also acknowledges that the license granted herein is a non-exclusive license (except for the license to operate the Café and the Concession Services and alcoholic beverage provider as provided herein which shall be exclusive during the Term of this Agreement), with SDMA retaining possession and control of the Museum at all times; provided, however, Contractor shall have exclusive use of the Licensed Premises as depicted on Exhibit A during the business hours for the Café and the two (2) hours prior to and one (1) hour after such business hours (hereinafter collectively the "**Hours of Operation**"). Contractor shall have exclusive use of the kitchen facilities at the Museum and no other caterer or service provider shall be permitted to have use or access to the kitchen or

Contractor's Fixtures and Supplies without Contractor's prior approval. Contractor may, at its sole cost, construct a secure area within the Licensed Premises for the exclusive use by Contractor for purpose of storage of supplies. The location and construction of the secure area shall be subject to the prior written approval of SDMA and Contractor shall provide SDMA with a key to such area at all times to enable SDMA and its security force to enter the area in any emergency or to inspect the area as reasonably and prudently required.

8.2. Property of the Museum. It is hereby agreed that any existing Fixtures in the Café or Licensed Premises as of the Effective Date are the property of SDMA and shall be returned to SDMA in the same or similar condition that existed as of the Effective Date upon expiration or termination of this Agreement. At the expiration of the Term or the Extended Term, Contractor shall return to SDMA Supplies in substantially the same quality and quantity as provided to Contractor as of the Effective Date.

9. **TERM AND TERMINATION.**

9.1. Term. This Agreement is effective on the Effective Date and shall remain in full force for a period of five (5) years from the Effective Date ("**Term**"). The Term shall be renewable or otherwise extended only upon the written mutual consent of both parties; provided, however, that if no material breach or default has occurred during the Term by Contractor, and Contractor has provided all Services in a professional and first class manner as contemplated herein, then Contractor shall have one (1) option to extend the Term of this Agreement for an additional three (3) years on the same terms and conditions as set forth herein ("**Extended Term**"). Contractor shall provide written notification of Contractor's decision to begin the Extended Term not less than 180 days prior to the expiration of the Term. If Contractor fails to give written notice 180 days prior to expiration of the Term, SDMA shall have the right to seek a new Contractor or renegotiate this Agreement with Contractor. At least 180 days prior to the expiration of the Extended Term, the Parties shall meet and confer regarding amending this Agreement on terms mutually agreeable to Contractor and SDMA but neither party shall be obligated to continue the relationship beyond the Extended Term.

9.2. Breach or Default. Notwithstanding the foregoing, this Agreement may be terminated for cause by either Party in the event the other Party is in material breach or default hereunder. A Party shall be in material breach or default in the event it incorrectly performs or fails to perform any provision, covenant or condition of this Agreement and such incorrect performance or failure to perform continues for twenty (20) days after written notice thereof (the "**Defaulting Party**") from the other Party (the "**Electing Party**"); provided that if the nature of such material breach or default is such that the same cannot reasonably be cured within a twenty (20) day period, the Defaulting Party shall not be deemed to be in material breach or default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said material breach or default as soon as possible. Upon the occurrence of such material breach or default, the Electing Party shall have the option to terminate this Agreement. Upon any termination, Contractor shall immediately vacate the Licensed Premises and deliver possession to SDMA. If Contractor fails to so vacate the Licensed Premises and deliver possession to SDMA, then SDMA may, without prejudice to any other remedy which it may have for possession, damages or arrearages, enter upon and take possession of the Licensed Premises and expel or remove Contractor and any other person who may be occupying the Licensed Premises. Notwithstanding the above, if such material breach or default is disputed and either party submits such matter to arbitration to determine the existence of such material breach

or default, neither party shall have the right to terminate this Agreement until a final determination is made by the Arbitrator provided, however, that if SDMA in good faith alleges that Contractor has engaged in any act or omission that constitutes a material breach or default under the terms of this Agreement and such act or omission, if continued, could cause physical damage to the Museum, damage the reputation of the Museum, or relates to the health, safety or welfare of Museum patrons or employees, Contractor may be removed or expelled from the Licensed Premises pending the resolution of such matter in arbitration.

9.3. Obligations. In the event of termination or expiration of this Agreement, Contractor shall return to SDMA all Fixtures and Supplies in substantially the same quality and quantity as of the Effective Date listed on Exhibit H. In addition, Contractor shall remove its own Fixtures, Supplies and other property from the Museum and Licensed Premises at Contractor's sole cost and expense and restore the Licensed Premises and any other part of the Museum used by Contractor in the operation of the Café to substantially the same condition as it was as of the Effective Date, reasonable wear and tear, damage by casualty, and alterations/improvements approved by SDMA excepted. Any monies due SDMA shall be prorated to the date of termination or expiration.

10. INDEPENDENT CONTRACTOR.

10.1. Relationship. It is understood and agreed that no relationship of employer-employee and/or partnership between Contractor and SDMA exists or is created by this Agreement. The Parties are separate legal entities for all intents and purposes, and neither Party shall have the authority to bind the other except as specifically provided herein. Each Party is an independent contractor and shall remain professionally and economically independent of the other. Contractor represents and warrants that it holds or will hold as of the date of opening of the Café, all necessary business licenses to carry out its business, except for the ABC License which shall be obtained as described herein. Contractor agrees to indemnify and hold SDMA harmless against any payments or liabilities for which Contractor may become liable with respect to the operation of the Café or providing Services herein, except for the negligence, acts or omissions of SDMA, its agents, officers, directors, contractors or employees. SDMA shall have no responsibility for any of Contractor's debts, liabilities or other obligations.

11. INDEMNIFICATION.

11.1. Contractor Indemnity. Contractor shall indemnify, defend and hold SDMA, its officers, employees, and agents, successors, and assigns harmless from and against any and all claims, demands, actions, causes of action, losses, liabilities, judgments, liens, rights, costs and expenses, including without limitation, attorney's fees and costs that may arise directly or indirectly by reason of Contractor's breach or default under any of the covenants and agreements set forth in this Agreement except such indemnification shall not extend to any negligent or willful acts or omissions of SDMA, its agents, officers, directors, contractors or employees.

11.2. Liens. Contractor agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Licensed Premises or within the Museum, and Contractor shall keep the Licensed Premises and the Museum free and clear of all mechanic's liens and other liens filed or asserted on account of such work, on behalf of SDMA or persons claiming under it (the "**Liens**"). Contractor agrees to and shall indemnify, defend and hold SDMA and the Museum free and harmless against any and all liability, loss, damage, cost,

attorneys' fees and all other expenses on account of any Liens for work performed or materials or supplies furnished for Contractor or persons claiming under it.

11.3. Survival. Any lawsuit in contract or tort must be filed within three (3) years from the date of termination or expiration of the Agreement.

12. ARBITRATION

12.1. Procedure. Any dispute, claim or controversy arising out of or relating to this Agreement or the default, breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego County, before one arbitrator who is a retired judge. The arbitration shall be administered by JAMS pursuant to the current Comprehensive Arbitration Rules and Procedures or, in the alternative, JAMS Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties hereby expressly retain all judicial rights to discovery. The judgment of the arbitrator shall be final and binding.

12.2. Allocation of Fees and Costs. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

12.3. NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE AGREEMENT DECIDED BY MUTUAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY ON APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. EACH PARTY ACKNOWLEDGES THAT AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTOOD THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL BINDING ARBITRATION.

 *Initials for Contractor* *Initials for SDMA*

13. NOTICES.

13.1. Method. Any notice that a party is required or may desire to give the other shall be in writing and may be sent by: (i) personal delivery, or (ii) by deposit in the United States mail, postage paid, registered or certified mail, return receipt requested, or (iii) by overnight delivery using a nationally recognized overnight courier, providing proof of delivery, or (iv) by facsimile, evidenced by confirmed receipt, addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

attorneys' fees and all other expenses on account of any Liens for work performed or materials or supplies furnished for Contractor or persons claiming under it.

11.3. Survival. Any lawsuit in contract or tort must be filed within three (3) years from the date of termination or expiration of the Agreement.

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12.1. Procedure. Any dispute, claim or controversy arising out of or relating to this Agreement or the default, breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego County, before one arbitrator who is a retired judge. The arbitration shall be administered by JAMS pursuant to the current Comprehensive Arbitration Rules and Procedures or, in the alternative, JAMS Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties hereby expressly retain all judicial rights to discovery. The judgment of the arbitrator shall be final and binding.

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_____ Initials for Contractor  Initials for SDMA

13. NOTICES.

13.1. Method. Any notice that a party is required or may desire to give the other shall be in writing and may be sent by: (i) personal delivery, or (ii) by deposit in the United States mail, postage paid, registered or certified mail, return receipt requested, or (iii) by overnight delivery using a nationally recognized overnight courier, providing proof of delivery, or (iv) by facsimile, evidenced by confirmed receipt, addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

San Diego Museum of Art
P.O. Box 122107
1450 El Prado, Balboa Park
San Diego, California 92112-2107
Attention: Deputy Director, Operations & Finance
Facsimile: (619) 232-9367

Giuseppe Restaurants & Fine Catering
700 Prospect Street
La Jolla, California 92037
Attn.: Giuseppe Ciuffa, President
Facsimile: (858) 581-2206

13.2. Notice Determination. Any notice given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by United States Post Office, return receipt, or the overnight carrier's proof of delivery, as the case may be. Notices given in any other manner shall be effective only if and when received by the party to be notified between the hours of 8 a.m. and 6 p.m., local time of the recipient, of any business day with delivery made after such hours deemed received the following business day. A party's address may be changed by written notice to the other party effective upon actual receipt of such notice.

14. GENERAL PROVISIONS.

14.1. Assignment. This Agreement is personal to the original entity specified as Contractor above. Contractor shall not assign any of its rights or obligations under this Agreement and shall not subcontract any Services to be performed hereunder without the prior written consent of SDMA. Subject to the foregoing restriction on assignment by Contractor, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns.

14.2. Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of law principles.

14.3. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written negotiations and agreements between the Parties with respect to the subject matter hereof. No modification, variation or amendment of this Agreement shall be effective unless made in writing and signed by both Parties.

14.4. Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege. To the maximum extent permitted by applicable Law: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be

deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

14.5. Severability. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect.

14.6. Signage. Banners attached to the outside of the Museum shall be maintained regularly by SDMA. SDMA will consult with Contractor upon request regarding such banners and any signage for the Café. Contractor shall have the right to provide signage for the Café subject to SDMA's prior written approval as to design and location.

14.7. Café Name. Contractor shall operate the Licensed Premises under the fictitious business name "Sculpture Court Café." SDMA grants Contractor a license to use the "SDMA" and "Sculpture Court Café" names during the Term and Extended Term of this Agreement subject to SDMA's prior written approval of such use as provided herein. The name of the Café may only be changed by the prior mutual written agreement of Contractor and SDMA. Upon the expiration or termination of this Agreement, Contractor shall cease using the names "Sculpture Court Café" and "SDMA."

14.8. Attorneys Fees. In the event any party to this Agreement commences any action, including arbitration, legal or otherwise, concerning any aspect of this Agreement or any tort cause of action, including but not limited to the interpretation or enforcement of any of its provisions or because of any alleged dispute, breach, default, or misrepresentation in connection with any aspect or provision of this Agreement, or for a declaration of a party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all other costs and expenses incurred in connection with the action or proceeding, including without limitation expert witness fees, court reporter fees, collection expenses, and the costs of appeal, in addition to any other relief that party may be entitled, whether or not such action proceeds to judgment. The award of attorneys' fees shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, include the full amount of costs, expenses, and attorneys' fees incurred in good faith.

14.9. Authority. The persons signing this Agreement represent and warrant that they have the requisite authority to bind the parties on whose behalf they are signing.

14.10. Exhibits. Each of the Exhibits attached hereto are hereby incorporated herein by this reference.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date of signature of both Parties.

For SAN DIEGO MUSEUM OF ART:

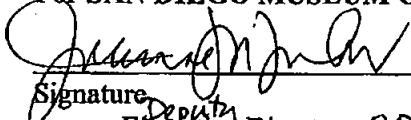
Signature	95-1696715
Executive Director	Tax ID Number
Title	619.696.1903
Date	Telephone
	Email

G Ciuffa, Inc., a California corporation:

Signature	01 0555432
President	Tax ID Number
Title	858 220 1295
06.23.09	Telephone
Date	GIUSEPPE @ GIUSEPPE LACCHINGA . COM
	Email

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date of signature of both Parties.

For SAN DIEGO MUSEUM OF ART:


Signature
Deputy
Executive Director, OPS + FW.
Title
6-23-09
Date

95-1696715
Tax ID Number
619.696.1903
Telephone
jmarkow@sdmart.org
Email

GCIuffa, Inc., a California corporation:

Signature
Title
Date

Tax ID Number
Telephone
Email

EXHIBIT A

LICENSED PREMISES

Licensed premises is the shaded area.

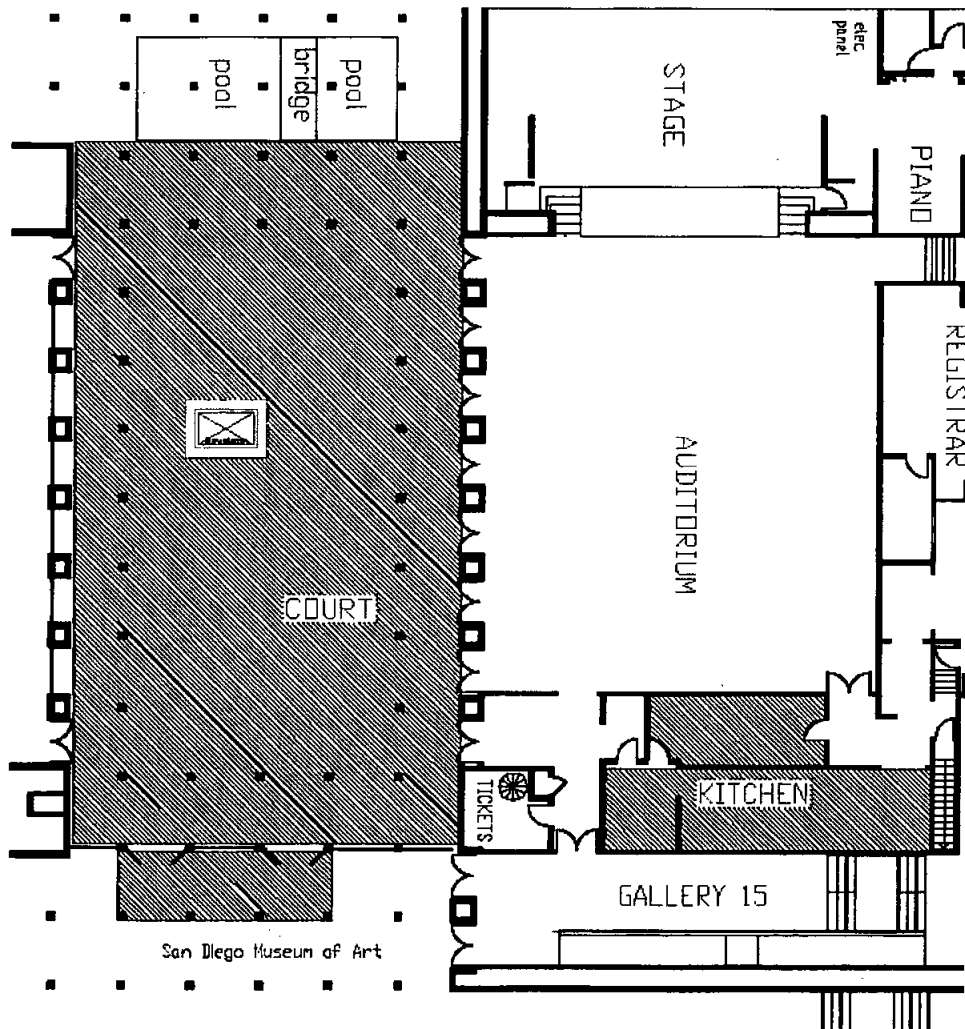


EXHIBIT B

HOLIDAY CLOSURES

Thanksgiving Day
Christmas Day
New Year's Day

EXHIBIT C

PREFERRED CATERERS

EXHIBIT D

**ALCOHOL BEVERAGE SERVICE
STAFF CHARGES**

Bar Manager	\$30 per hour
Bar Tender	\$25 per hour
Bar back service/bus	\$20 per hour

EXHIBIT E

MAINTENANCE EXCLUSIONS

All sculptures and their bases/pedestals, including but not limited to:

1974:8	Claire Falkenstein, "Accelerating Point"
1973:119	Masayuki Nagare, "Bachi"
1968:45	David Smith, "Cubi XV"
1968:47	Barbara Hepworth, "Figure for Landscape"
1976:137	Louise Nevelson, "Night Presence II"
1974:21	Tony Rosenthal, "Odyssey I"
1971:2	Henry Spencer Moore, "Reclining Figure: Arch Leg"
1968:84	Saul L. Baizerman, "Sonata Primitive"
1994:80	George Warren Rickey, "Two Lines Oblique: San Diego"
Loan	Mark di Suvero, "Tumbleweed"

EXHIBIT F

EXISTING CONTRACTS

The Gallery

Cultivation Event

July 2009 (exact date tbd)

6-8 p.m.

Exhibition Circle Opening

July 23, Thursday

5:30-8:30 p.m.

Invite Only

Exhibition: Calder Jewelry

Exhibition Friends Opening

July 25, Saturday

8:30 a.m.-10:00 a.m.

Friends Members & Above

Exhibition: Calder Jewelry

Breakfast only; no bar service

Culture & Cocktails

August 13, Thursday

6:00-9:00 p.m.

Free for members / \$12 nonmembers

Exhibition Theme: *Avedon*

Chemaxon (private event)

September 15, Tuesday

7-10 p.m. (tentative)

SDMA Rotunda

An Evening of Animals (GS Levine—private event)

September 17, Thursday

6:00-8:00 p.m.

Approximately 100 people

Exhibition Circle Opening

October 22, Thursday

5:30–8:30 p.m.

Invite Only

Exhibition: American Artists from the Russian Empire

Exhibition Friends Opening

October 24, Saturday

6:30–8:30 p.m. (Tentative)

Friends Members & Above

Exhibition: American Artists from the Russian Empire

Axline Lecture Reception

October 26, Monday

5:30–7:00 p.m.

SDMA Sculpture Court

Culture & Cocktails

October 29, Thursday

6:00–9:00 p.m.

Free for members / \$12 nonmembers

Exhibition Theme: *American Artists from the Russian Empire*

December Nights

December 4–5, Friday–Saturday

Parkwide Event - Open to Public

(no food or beverages served; this is simply for your information)

Culture & Cocktails

December 10, Thursday

6:00–9:00 p.m.

Free for members / \$12 nonmembers

Exhibition Theme: *Calder Jewelry*

Petry Wedding

January 16, 2010 - Saturday

5:30–10:30 p.m. (tentative)

SDMA Rotunda

EXHIBIT G

INVOICE FORMAT

	<u>Café</u>	<u>Concessions and Catering (Bar service)</u>	<u>Monthly Total</u>	<u>Year to Date Total</u>
Gross sales				
Food				
Non alcoholic beverages				
Alcoholic beverages				
Total gross sales				
Discounts				
Net café sales				
Cost of goods				
Gross profit				
Expenses				
SDMA license fee				
Advertising				
Auto				
Entertainment				
Fees				
Insurance (Liability)				
Linen Service				
Miscellaneous				
Payroll Expenses				
Permits				
Postage				
Printing				
Rentals				
Repairs and maintenance				
Supplies				
Taxes				
Telephone				
Total Expenses				
Net Income				

EXHIBIT H

INVENTORY

Item	Quantity	Notes:
2 Covered Trash Receptacles (Court Yard)	2	
4 ft side storage carts (kiosks)	2	
8 ft mobile cart (kiosk)	1	
China		
10 1/4 inch plate	25 doz	Inventory will be updated at close of business
cappucino cup	18 doz	Inventory will be updated at close of business
7 1/4 inch place	24 doz	Inventory will be updated at close of business
9 inch soup bowl	12 doz	Inventory will be updated at close of business
Flatware		
Barcelona Table Knife	30 doz	Inventory will be updated at close of business
European Dinner Fork	30 doz	Inventory will be updated at close of business
Barcelona teaspoon	21 doz	Inventory will be updated at close of business
Barcelona Soup/Dessert spoon	21 doz	Inventory will be updated at close of business
4' Table w/ two Shelves	1	
6' Wood Table w/ One Shelf	1	
8' Stainless steel table	1	
Booster for Dishwasher	1	
Cash registers	2	
Floor Mats	4	
Freezer	1	49 cu. Ft.
Ice Caddy	1	100 lb capacity, gray
Ice Maker Unit	1	625 lb production/24 hrs
Kitchen racks	2	
Meat slicer	1	
Ovens	2	
Pizza Prep Table	1	60" w/ 2 drawers, 1 door
Refrigerated Beverage Case	1	
Security cages and shelving	2	
Service carts	4	
Sinks	3	
Soup Warmer	1	
Stove	1	
Walk-In Refrigerator w/ racks	1	6'6" w x 9'x8.1" h
Café tables	35	red and black circular tables
Café chairs	150	armless stackable red and black
Café chair dollies	3	rolling dollies for chair storage