

CONSENT TO LICENSE
(The Mingei International Museum of Folk Art: CUTP LP)

This Consent to License Agreement ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("City"), and THE MINGEI INTERNATIONAL MUSEUM OF FOLK ART, a California non-profit, public benefit corporation ("Lessee"), to be effective upon the respective authorized representatives of City and Lessee all signing this Consent and the form of this Consent being approved by the San Diego City Attorney. This Consent is made and entered into in reference to the following facts:

RECITALS

- A. City and Lessee entered into that certain BALBOA PARK LEASE AGREEMENT, dated July 9, 1996, filed in the Office of the City Clerk on May 28, 1996, as Document OO-18306, as amended by that certain First Amendment to Lease Agreement dated August 20, 2019, and that certain Second Amendment to Lease Agreement dated November 8, 2021 (hereinafter, collectively, the "Agreement"), relating to that certain City-owned real property located in Balboa Park, San Diego, California, as more particularly described in the Agreement ("Premises").
- B. Lessee now desires to license a portion of the Premises to CUTP LP, a California limited partnership ("Licensee"), to operate a restaurant and coffee shop. A true and correct copy of the Restaurant Operations and Services Agreement between Lessee and Licensee (subject to this Consent being effective) is attached to this Consent as Exhibit "A" ("License Agreement").
- C. The Lease requires City's consent to the license of any portion of the Premises by Lessee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, City and Lessee agree as follows:

- 1. City Consent to License. Subject to the terms and conditions of this Consent and the Agreement, City consents to Lessee granting to Licensee a license to use that certain portion of the Premises subject to the License Agreement ("Licensed Premises"). All terms and conditions of the Agreement shall control and supersede all inconsistent or contrary provisions in the License Agreement.
- 2. Licensee Assumption of Lessee's Obligations. City's consent to the License Agreement is conditioned upon Licensee's written agreement in the License Agreement to assume and perform all obligations of Lessee under the Agreement applicable to the Licensed Premises. Licensee's failure to perform one or more of these assumed obligations shall be a material default and breach under the Agreement and may subject the Agreement to termination by City.
- 3. No Effect on Agreement. Notwithstanding any provision of this Consent to the contrary, this Consent does not release, discharge, or modify any obligation of Lessee under the Agreement.
- 4. Subsequent Subleasing. This Consent does not constitute City's consent to any subsequent assignment, sublease, or license and does not relieve Lessee or any person claiming under or through Lessee of the obligation to obtain City's consent to any future assignment, sublease, or license pursuant to the Agreement.

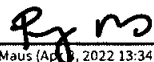
5. Processing Fees. Lessee agrees to pay City all applicable processing and/or administrative fee(s) charged by City for processing this Consent.
6. Brokerage Commissions or Finder's Fees. Lessee acknowledges and agrees that City will not be liable for any brokerage commission or finder's fee in connection with the consummation of the License Agreement. Lessee agrees to protect, defend, indemnify, and hold City harmless from any brokerage commission or finder's fee in connection with the consummation of the License Agreement or this Consent, and from any cost or expense (including attorney fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee. The provisions of this Section 6 shall survive the expiration or earlier termination of the Agreement, the License Agreement, or this Consent.
7. Consideration for License Agreement. Lessee represents and warrants to City that a true, correct, and complete copy of the License Agreement is attached to this Consent as Exhibit "A." Lessee further represents and warrants to City that there are no additional payments of rent or any other consideration of any type that has been paid or is payable by Licensee or any other person to Lessee in connection with the License Agreement or the Licensed Premises, other than as disclosed in the License Agreement.
8. Subordination. The License Agreement is subject to and subordinate to the covenants and conditions of the Agreement. The License Agreement may only be in effect while the Agreement is in effect. Nothing in this Consent modifies the expiration date of the Agreement or License Agreement. Lessee represents and warrants to City that Lessee provided Licensee a true, correct, and complete copy of the Agreement before Licensee entered into the License Agreement.
9. Lessee Estoppels. Lessee certifies the following to City as of the date of this Consent:
 - 9.1 Lessee has not assigned its interest in the Agreement or otherwise transferred its interest in the Agreement;
 - 9.2 City does not owe Lessee any money or other performance under the Agreement;
 - 9.3 City is not in default under the Agreement;
 - 9.4 The Agreement is in full force and effect, there have been no amendments, modifications, changes, or additions to the Agreement since its execution; and
 - 9.5 Lessee is not in default under the Agreement and no event has occurred that would constitute a default under the Agreement by Lessee, without regard for any requirement to give notice and/or for the passage of time.
10. No Fee Title Encumbrance. Nothing in this Consent or any document referenced in this Consent is intended to create or authorize the creation of any transfer, lien, or encumbrance affecting the fee title to the Premises.

**SIGNATURE PAGE
TO
CONSENT TO LICENSE AGREEMENT
(The Mingei International Museum of Folk Art: CUTP, LP)**

IN WITNESS WHEREOF, this Consent is made and entered into by and through the signatures of the respective authorized representative(s) of City and Lessee, as set forth below:

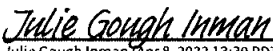
THE CITY OF SAN DIEGO, a California
municipal corporation

Date: Apr 8, 2022

By: 
Penny Maus (Apr 8, 2022 13:34 PDT)
Penny Maus, Director
Department of Real Estate and
Airport Management

Approved as to form on Apr 8, 2022,
2022

MARA W. ELLIOTT, City Attorney

By: 
Julie Gough Inman (Apr 8, 2022 13:39 PDT)
Name: Julie Gough Inman
Title: Deputy City Attorney

MINGEI INTERNATIONAL MUSEUM OF
FOLK ART, a California non-profit, public
benefit corporation

Date: 03/30/2022

By: 
Name: Robert Sidner
Title: Executive Director & CEO

**EXHIBIT A
TO
CONSENT TO LICENSE
(The Mingei International Museum of Folk Art: CUTP, LP)**

LICENSE AGREEMENT

[Attached behind this cover page]

Restaurant Operations and Service

This Agreement is made and effective as of August 4, 2021 (hereafter "Effective Date") between Mingei International, Inc. (hereafter "Museum"), a California nonprofit public benefit corporation, located at 1439 El Prado, San Diego, CA 92101 and CUTP LP (hereafter "Contractor"), a California limited partnership located at 505 Laurel Street, San Diego, CA 92101, collectively referred to as "the Parties" and separately referred to as "Party."

RECITALS

WHEREAS, Contractor desires to become the operator of the restaurant and coffee bar (as defined below) operator, to provide beverage, concessions, and

WHEREAS, the Museum 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. **"Restaurant and Coffee Bar"** means these areas within the Licensed Premises detailed in Appendix A. that contains the Fixtures and Supplies needed to provide Services, all as defined herein.
- 1.3. **"Restaurant Services"** means the provision of food and non-alcoholic beverage service at the Restaurant and Coffee Bar.
- 1.4. **"Catering Services"** means the provision of food and/or non-alcoholic beverage service at the Museum on a non-hosted basis for specific events or occasions as defined above.
- 1.5. **"Contract Administrator"** means the Deputy Director and Chief Operating Officer (COO) of the Museum or such other person assigned by the CFO to monitor Contractor's performance under this Agreement and empowered by the CFO to act as the Museum's agent in relations with Contractor.
- 1.6. **"Contractor"** means CUTP LP, a California limited partnership, dba [*name of business*].
- 1.7. **"Fixtures"** means those food processing, preparation, and servicing equipment, furnishings, and other property owned by the Museum or purchased by Contractor to provide Services in the Restaurant or Licensed Premises.

- 1.8. **"Licensed Premises"** means the area or portion of the Museum licensed to Contractor pursuant to this Agreement where the Restaurant is located. The Licensed Premises are generally depicted on the diagram attached hereto as Exhibit A. The area noted as "Courtyard" in Exhibit A will be part of the Licensed Premises after 5:00 p.m. each day. Before 5:00 p.m. each day, Contractor will have use of 50% of tables in the Courtyard. After 5:00 p.m., Contractor will have exclusive use of tables in Courtyard.
- 1.9. **"Museum"** means the buildings and associated ground areas, including the [*any areas around the museum/gallery*] located in Balboa Park and commonly known as the [*Art Institute*], leased by the Museum from the City of San Diego pursuant to that certain Lease between the Museum and the City of San Diego dated [*insert date*], and renewed on [*date*].
- 1.10. **"Party/Parties"** means either the Museum or Contractor or collectively referred to, as the case may be.
- 1.11. **"Approved Caterers and Preferred Caterer"** means catering companies selected by the Museum to provide Catering Services at the Museum. The Museum will maintain a list of no more than 5 Approved Caterers, of which Contractor will be one. The Museum reserves the right to amend such list by adding or deleting catering companies, however Contractor will always be referenced as the "Preferred Museum Caterer" and listed first on each such list. The Museum shall notify Contractor in writing of any addition or deletion of catering companies to the list. Museum will not be required to use Approved Caterers for museum events except as detailed in section 2.15.
- 1.12. **"Services"** means providing Restaurant operation, including a coffee bar, Catering Services to the Museum's guests, invitees, licensees, contractors, and employees.
- 1.13. **"Supplies"** means the nondurable goods needed for Services and dishware, flatware, glassware and other serving, bar and service tools.
- 1.14. **"The Museum"** means Mingei International Museum.

2. SERVICES.

- 2.1. **Services.** As stated under the existing contract dated [*date*], the Museum licenses Contractor to provide Services at the Museum for the Term, as defined herein, of this Agreement. Contractor shall be the exclusive provider of Restaurant Services and Contractor agrees to provide Services as stated in this Agreement. The Restaurant and Coffee Bar shall be the only restaurant and coffee bar in Balboa Park with whom Contractor will have an arrangement or agreement of this nature. Accordingly, Contractor shall not provide any of the licensed Services outlined in this Agreement, nor provide any in-kind services, to any other restaurant or coffee bar within Balboa Park, except Catering Services, during the Term .
- 2.2. **Restaurant Name.** Contractor shall operate the restaurant portion of the Licensed Premises under a fictitious business name to be mutually decided by the Parties and the coffee shop portion of the Licensed Premises, also under a fictitious business name to be mutually decided by Parties. The Museum grants Contractor a license to use the Museum name during the Term and Extended Term of this Agreement subject to the Museum's prior written approval of such use as provided herein. The name of the Restaurant may

only be changed by the prior mutual written agreement of Contractor and the Museum. Upon the expiration or termination of this Agreement, Contractor shall cease using both fictitious business names, and "Mingei International Museum." If this Agreement is terminated and, as a consequence of the termination, the concept/brand described in this Agreement disappears, the Restaurant name and trademark shall not be used by any other Parties. The Parties agree that the name of the Restaurant shall only be changed by mutual written agreement.

- 2.3. **Quality.** Contractor agrees to perform Services with promptness and diligence in a thorough, professional and workmanlike manner consistent with industry standards. Museum has the right to inspect from time to time products for sale by Contractor at the Museum. Contractor shall keep account records of the names and addresses of anyone hired by Contractor and working at the Museum restaurant or coffee bar, and Museum shall have access to such information, but only in the instance such information is ordered disclosed by a government entity.
- 2.4. **Hours.** Contractor shall operate the Restaurant and Coffee Bar at the Museum in the Licensed Premises. At Contractor's election, Contractor may operate the Restaurant subject to the Museum's right to close the Licensed Premises for the Museum's events as provided herein. Parties shall mutually agree in writing on operating hours for both the Restaurant and the Coffee Bar. Subject to the foregoing and the prior written approval of the Museum, which approval shall not be unreasonably withheld, Contractor may modify the business hours. The Coffee Bar will open for service on September 3, 2021 with Restaurant to follow no later than September 30.
- 2.5. **Approvals.** Contractor shall obtain prior written approval on all major decisions relating to Services from the Museum's Contract Administrator. Major decisions include, but are not limited to, a change in the Restaurant Concept, name, general décor, facility space management, installations, or structural alterations to the Licensed Premises. The Museum's approval shall not be unreasonably withheld. Subject to Contractor's obligation to operate the Restaurant and the Licensed Premises as provided in this Agreement, staffing practices, menu items, menu prices, supply and logistics management, and cleaning and maintenance shall be determined by Contractor in its professional judgment. However, Contractor shall consult with the Museum's Contract Administrator at regular meetings with regard to such operations.
 - a. The Parties acknowledge that the City must approve this Agreement. Contractor and Museum will jointly share expenses and liability related to obtaining the approval of the Agreement.
- 2.6. **Supplies.** Contractor shall furnish all Supplies for the operation of the Restaurant at Contractor's expense. Contractor shall enter into contracts to obtain Supplies in Contractor's name and the Museum shall not be held responsible for Contractor's contractual agreements.
- 2.7. **Advertising.** Contractor shall develop a marketing plan, which will be reviewed by the Museum. Contractor shall advertise and promote the Restaurant actively and on a regular basis. Contractor is solely responsible for advertising agreements, contracts and costs and schedules associated with the promotion of the business. Contractor shall feature the Restaurant on its website and link to the Museum's website. The Museum shall provide a link on its website to Contractor's website promoting the Restaurant, placement, size and

content to be mutually agreed upon by Contractor and Museum. Contractor and the Museum will work collaboratively to issue a press release announcing the opening of the Restaurant.

- 2.8. **Signage.** Museum shall provide directory signage and Restaurant and Craft Café signage at Museum's sole expense. Contractor is responsible for cleaning of the Restaurant and Craft Café signage. Museum shall be responsible for all repairs and replacement of directory signage and Restaurant and Café signage. The design and location of Restaurant and Café signage shall be as mutually agreed upon by Museum and Contractor, such approval not to be unreasonably withheld by either party.

Contractor and the Museum agree to work in a collaborative manner to promote and market the Restaurant and the Services, with regular meetings regarding operations, marketing and advertising.

- 2.9. **Outside Events.** Contractor shall not provide Catering Services from the Licensed Premises to events or persons outside of the Museum without written permission from Museum, which approval shall not be unreasonably withheld, delayed or conditioned.
- 2.10. **Concessions.** Contractor shall provide Catering Services for designated events at the Museum at the request of the Museum, as part of the Preferred Caterers of the Museum.
- 2.11. **Food Discounts.** Contractor shall provide a Fifteen percent (15%) discount to the Museum employees, a Ten percent (10%) discount to Balboa Park employees and employees of Balboa Park institutions for food purchases only. Such employees shall be required to present identification or proof of employment, and Museum members shall be required to show current membership card as a requirement to receiving such discount.
- 2.12. **Museum Events.** The Museum has the right to use the Licensed Premises during Contractor's hours of operation for Museum events provided the Museum gives Contractor sixty (60) days advance notice of such events. The Museum will make reasonable efforts to maintain Restaurant closures to a maximum of one per month. If Museum uses the Licensed Premises for a museum event during a time that the Restaurant would normally be open, the Museum will utilize Contractor for catering for that event. A third-party rental of the ground level floor, or Courtyard, of Museum during a time when Licensed Premise would otherwise be open must use Contractor for catering. No more than twice each calendar year, Museum may allow non-profit partners an exemption to this rule. During such events Contractor will discontinue Restaurant Services.
- 2.13. **Warranties.** Contractor warrants that Services will be performed in a diligent and workmanlike manner in accordance with applicable industry standards. Contractor will use its best efforts to provide the maximum quality of Services, Fixtures and Supplies at the Restaurant, reasonable prices and good public relations with the Museum's visitors, guests and employees. Contractor will use its best efforts to anticipate and resolve problems with Services, Fixtures or Supplies immediately and shall alert the Museum management and staff if the problem necessitates coordination or assistance from the Museum. 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 the Museum.

- 2.14. **Performance.** Contractor and the Museum shall on an annual basis review Contractor performance and each shall determine in good faith whether there are actions to be taken in order to improve Contractor performance. In each instance the cost of any action is material in determining whether Contractor is to take any such action.
- 2.15. **Fixtures, Equipment and Maintenance.** Museum is responsible for furnishing all Fixtures and Equipment for the Restaurant. Contractor shall enter into maintenance and service contracts of kitchen and bar equipment utilized in the Restaurant ("Equipment"). Museum shall be responsible for all repairs to such Equipment. In the instance any Fixtures or Equipment require replacement, Museum shall replace same, time of the essence. Contractor shall use ordinary care in the use and maintenance of the Fixtures or Supplies located on the Licensed Premises or Restaurant. 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 the Museum. Contractor is directly responsible for assuring that the Restaurant and Licensed Premises are kept clean and sanitary. Contractor shall maintain and be responsible for daily maintenance of all areas of the Restaurant and kitchen. This will include daily sweeping, table, chair, and kiosk placement, and surface cleanliness to the standards of the Museum. A mutually agreed upon schedule of cleaning shall be followed by Contractor.
- 2.16. **Museum Maintenance.** The Museum represents that the indoor portion of the Licensed Premises and Restaurant is serviced by a heating, ventilation and air conditioning system ("HVAC") and gas and electric utilities and all such utilities shall be provided by the Museum to the Licensed Premises at the Museum's sole cost and expense. The Museum 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, the Museum 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 regular power-washing of the hard surface areas of the Licensed Premises. The Museum and Contractor shall coordinate power-washing schedules. The Museum 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.
- 2.17. **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.
- 2.18. **Trash and Recycling Removal.** Contractor shall remove trash and garbage from the Licensed Premises and Restaurant at least once a day or as often as may be necessary to

ensure safe and sanitary conditions and place such trash and/or recycling in Museum provided trash and recycling bins, which trash and recycling bins shall be located in a covered location and in an area within close proximity to the Restaurant. Recycling shall include food waste recycling as required by the City of San Diego.

- 2.19. **Phone and Internet.** The Museum shall provide phone and internet infrastructure up to the outlet. The museum shall provide a telephone number. The Museum shall provide data infrastructure up to the wall outlet and Internet access. The Museum shall install a wireless router at its own cost.
- 2.20. **Security.** Contractor is responsible for control of the keys and key cards obtained from the Museum and the overall security of the Licensed Premises and Restaurant. Overall security includes but is not limited to locking doors, gates and windows, and ensuring camera and alarm equipment are left free from obstructions. Contractor shall coordinate access to, and the securing of, the Licensed Premises and Restaurant and access to other parts of the Museum with the Museum's security officers and services. Contractor shall abide by all of the Museum'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 the Museum's security policies and procedures, keys and alarms.
- 2.21. **Relocation of Licensed Premises.** Intentionally Omitted.
- 2.22. **Modification or Changes to Licensed Premises.** Intentionally Omitted.
- 2.23. **Hazardous Materials Compliance.** The Museum 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 become out of compliance due to enactment of a new law, police rule or regulation that results in a hazardous materials compliance issue, the Museum shall be responsible for all work, cost and expense required to bring the Licensed Premises and Restaurant into compliance.

3. COMPENSATION.

- 3.1. **Payment Structure.** As a license fee for the operation of the Restaurant, Contractor shall pay to the Museum (a) Twelve Percent (12%) of monthly gross food and beverage Restaurant revenue and (b) Ten Percent (10%) of food Catering sales and Twelve Percent (12%) of beverage Catering sales excluding sales tax, returns and charge-backs. In no instance will another caterer be charged less than Ten Percent (10%) on their food Catering sales.
- 3.2. **In-Kind Services.** Contractor shall provide \$5,000.00 of in-kind Catering Services (including appropriate set-up arrangements) at retail value to the Museum during each fiscal year of this Agreement. With respect to any Museum hosted events as provided herein, Catering Services shall provide a Ten percent (10%) discount on food/beverage only with no commission to Museum due thereon. It is the sole responsibility of Contractor to provide an assessed valuation of the in-kind services to the Museum and to be knowledgeable about Internal Revenue Service regulations concerning in-kind gifts. The

Museum CFO shall coordinate the use of these services. The Museum shall update Contractor's gift record from estimated value to verified value when the necessary documentation is received (i.e., IRS Form 8283 –Contractor is responsible for submitting IRS Form 8283 to the IRS). The Museum expressly disclaims any liability for any injury or damages to any party in connection with the provision of the above-noted in-kind services, which are being provided by Contractor as a gift.

- 3.3. **Payment and Reporting Schedule.** Contractor shall submit monthly financial reports and payments to the Museum (ATTN: Chief Financial Officer) verifying the business activity and calculations of payment. Contractor shall provide monthly financial reports in an electronic format by the tenth (10th) day of each month following the prior month end.
- 3.4. **Contractor Accounting Records.** Contractor shall maintain a system of accounting that accounts for all moneys received at the time of sale and be prepared to submit accurate records of all transactions upon five (5) business days prior written notice, but, Museum shall not have this audit right more than once during each 6-month period of the Term or Extended Term. Contractor shall provide receipts to Restaurant patrons for all goods and services sold in the Restaurant. Contractor shall maintain separate revenue accounts for gross food and nonalcoholic beverage sales generated by Services. Contractor shall keep and maintain all required financial records in accordance with generally accepted accounting principles, reports exportable in excel format, and shall assure adequate internal controls, compliance with State laws and city regulations and the safeguarding of the Museum's assets. These records shall be open for inspection by the Museum, 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 the Museum, or its agents, in accordance with this section.

4. CAPITALIZATION.

- 4.1. **Inventory.** Contractor and the Museum have performed a physical inventory of the Museum's Fixtures and Supplies located on the Licensed Premises and Restaurant as of the Effective Date. A complete list of the Fixtures and Supplies is attached hereto as Exhibit E and incorporated herein (the "Inventory")
- 4.2. **Additional Capital.** The Parties acknowledge and agree that the Inventory attached hereto as Exhibit C represents the Fixtures and Supplies owned by the Museum 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 the Museum with written specifications for such installations or alterations. Contractor may make such installations and alterations upon receipt of written approval from the Museum, provided that all such installations or alterations shall be done in a good, workmanlike and lien-free condition by licensed contractors approved by the Museum. Contractor shall indemnify and hold the Museum 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 the Museum upon such installation.

- 4.3. **Restaurant Improvements.** Contractor and the Museum shall periodically meet to discuss future capital improvements to the Licensed Premises, which will be paid for by Museum/Restaurant. Museum/Restaurant will, when deemed necessary in the reasonable determination of Contractor and Museum, make those capital investments on Fixtures, Supplies and/or approved installations and alterations to the Restaurant to maintain it in a first class condition.

5. CONTRACTOR REPRESENTATION AND WARRANTIES.

- 5.1. **Organization and Good Standing.** Contractor is a California limited partnership 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 five Million dollars (\$5,000,000.00) per occurrence; shall name the Museum as an additional insured and require that the Museum have at least thirty (30) days' notice prior to cancellation and replacement of coverage. Contractor shall furnish the Museum a certificate of insurance denoting compliance with the provisions herein prior to the commencement of Services. Contractor shall report to the Museum promptly and in writing any incident, which might reasonably result in any insurance claims for Contractor or the Museum.
- 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 five million dollars (\$5,000,000.00) per occurrence per occurrence. The Business Automobile Liability insurance shall cover vehicles owned, used, and hired by Contractor. Contractor shall provide proof of such insurance to the Museum.
- 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 and keep current all Federal, State, and City taxes applicable to the Restaurant and catering operations, including all applicable sales and use taxes assessed with respect to food or beverage services. Contractor shall hold the Museum 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. The Museum 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 Restaurant 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 Restaurant and the Catering Services as provided herein which shall be exclusive during the Term of this Agreement), with the Museum 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 Term (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 Restaurant, the kitchen or Contractor’s Fixtures and Supplies without Contractor’s prior approval, which approval Contractor may withhold in its absolute and sole discretion.
- 8.2. **Property of the Museum.** It is hereby agreed that any existing Fixtures in the Restaurant or Licensed Premises as of the Effective Date are the property of the Museum and shall be returned to the Museum 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 the Museum the Fixtures in substantially the same quality and quantity, subject to normal wear and tear, 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 an initial term of Five (5) Years (“**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, Contractor shall have the option to renew the Term for successive Five (5) Year extended terms (“**Extended Term(s)**”) upon written notice to Museum no less than Ninety (90) Days prior to the end of the then current Term. The Museum shall have the right to seek a new Contractor in case of material underperformance, as described in Section 2.16, or renegotiate this Agreement with Contractor at the end of the 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) calendar 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) calendar 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 vacate the Licensed Premises and deliver possession to the Museum, following a transition period established by the Museum, while the Museum identifies a new contractor. If Contractor fails to so vacate the Licensed Premises and deliver possession to the Museum, then the Museum 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 the Museum 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 the Museum all Fixtures and Supplies in substantially the same quality and quantity as of the Effective Date listed on Exhibit C. 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 Restaurant 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 the Museum excepted. Any monies due to the Museum 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 the Museum 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 Restaurant, all necessary business licenses to carry out its business. Contractor agrees to indemnify and hold the Museum harmless against any payments or liabilities for which Contractor may become liable with respect to the operation of the Restaurant or providing Services herein, except for the negligent acts or omissions of the Museum, its agents, officers, directors, contractors or employees. The Museum shall have no responsibility for any of Contractor's debts, liabilities, or other obligations.

11. INDEMNIFICATION.

- 11.1. **Contractor Indemnity.** Contractor shall indemnify, defend (with attorney(s) approval by Museum) and hold the Museum, its Directors, 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, judgments and settlements, asserted against or suffered by the Museum 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 the Museum, its agents, officers, directors, contractors or employees. The Museum shall have no responsibility for any of the Contractor's debts, liabilities, or other obligations or for the intentional, reckless or negligent acts or omissions of Contractor. The indemnification set forth herein shall survive the termination of this Agreement.
- 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 the Museum or persons claiming under it (the "Liens"). Contractor agrees to and shall indemnify, defend and hold the Museum 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.

12. CONFIDENTIAL INFORMATION.

- 12.1. Both Parties acknowledge and agree that in relation to the services being provided under this Agreement, one Party (hereinafter "Disclosing Party") may be given access to confidential or proprietary documents, materials or information regarding Disclosing Party's products, research, business affairs, and personnel matters, which the other Party (hereinafter "Receiving Party") acknowledges and agrees are of a highly sensitive and confidential nature and considered trade secrets and/or proprietary to Disclosing Party. Such information, documents and materials may include, without limitation, trade secrets, inventions, research, plans, proposals, marketing and sales programs, financial projections, cost summaries, pricing formulas and all concepts or ideas, materials or information related to the products, research, business or sales of Disclosing Party or Disclosing Party's customers or business partners, as well as Disclosing Party's personnel matters, which has not previously been released to the public at large by an authorized representative of Disclosing Party. Receiving Party represents that it will hold all such information confidential and that it will not use such confidential or proprietary information and/or documents for any purpose other than to perform services under this Agreement for the benefit of Disclosing Party. Both Parties understand that this obligation of confidentiality continues even after the expiration or termination of this Agreement.

13. NOTICES

- 13.1. **Method.** Any notice given under this Agreement shall be in writing and given (i) by delivering the notice in person, (ii) by commercial courier, or (iii) by sending it by

registered or certified mail, or express mail, return receipt requested, with postage prepaid, to the mailing address listed below. For the convenience of the Parties, copies of notices may also be given by e-mail with receipt confirmation, to the e-mail address listed below.

For the Museum:
Mingei International, Inc.
Attn: Steve Phallen
1439 El Prado
San Diego, CA 92101

For Contractor:
CUTP LP
Attn: Tracy Borkum
505 Laurel Street
San Diego CA 92101

With a Copy to:

BT Advisors
Attn: Reggie Borkum
3021 McGraw Street
San Diego CA 92117

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change.

Every notice (other than the giving or withholding of consent, approval, or satisfaction under this Agreement, but including requests therefor) shall comply with the following requirements. Each such notice shall state: (i) the section of this Agreement pursuant to which the notice is given and (ii) the period of time within which the recipient of the notice must respond or if no response is required, a statement to that effect. Each request for consent or approval shall contain reasonably sufficient data or documentation to enable the recipient to make an informed decision.

- 13.2. **Notice Determination.** All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipts. A person may not give official or binding notice by e-mail. Service process of each Party's address provided herein shall be valid and binding upon such respective Party. The effective time of notice shall not be affected by the receipt, prior to receipt of the original, of an e-mail copy of the notice.

14. FORCE MAJEURE.

- 14.1. The Museum shall have no obligation or liability to Contractor if Contractor is prevented from opening or operating the Restaurant by accident, riots, civil unrest, insurrection, war, terrorist act, act or order of any public authority, strikes, lockouts, other labor difficulties,

fire, flood, epidemics, earthquake, natural disasters, acts of nature, widespread power shortages/outages or other conditions beyond the Museum's control.

15. ENTIRE AGREEMENT.

- 15.1. This Agreement constitutes the complete binding understanding of the Parties and supersedes all previous oral and written understanding. No amendment to or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both Parties.

16. NON-ASSIGNABILITY.

- 16.1. This Agreement will inure to the benefit of and be binding upon Contractor, its successors, and assigns; provided, however, that the foregoing shall not constitute or be deemed a waiver of any of the prohibitions against assignment or transfer contained in this Agreement. No assignment of this Agreement, either in whole or in part, or of any of the rights and obligations hereunder, can be made by Contractor without the prior written consent of the Museum, which consent can be withheld by the Museum in its absolute discretion. Any consent to one assignment or transfer shall not be deemed to be consent to any subsequent assignment or transfer. Any such assignment or transfer without such consent shall be void, and shall, at the option of the Museum, terminate this Agreement.

17. NO PRESUMPTION AGAINST DRAFTER.

- 17.1. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, experienced and knowledgeable legal counsel has represented each Party. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without presumption against the Party responsible for drafting any part of this Agreement (including, but not limited to, California Civil Code Section 1654).

18. WAIVER.

- 18.1. 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.

19. SEVERABILITY.

- 19.1. If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this Agreement.

20. ATTORNEYS FEES.

- 20.1. 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.

21. ARBITRATION.

- 21.1. If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to endeavor in good faith to resolve the dispute through discussion and negotiation within 30 days after notice given by either Party of a request for negotiation. If not so resolved, the Parties agree to submit the dispute to mediation administered by the American Arbitration Association under its Commercial Financial Disputes Mediation Rules, before resorting to arbitration. Thereafter, the Parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, including claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. The arbitration will be conducted in San Diego, California, by a single neutral arbitrator and in accordance with the American Arbitration Association's ("AAA") then current rules for resolution of commercial disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the trial court of the State of California, and only such power. The Parties agree to abide by any award rendered by the arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof. Any and all such controversy or claims shall be kept confidential to the Parties and their attorneys and advisors, without publicity, and except as may be required by law, neither a Party, mediator, nor arbitrator may disclose the existence, content, or results of any mediation or arbitration hereunder without the mutual written consent of the Parties.

22. GOVERNING LAW AND JURISDICTION.

- 22.1. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to the principles of conflict of laws, and with the same force and effect as if fully executed and to be performed therein. Subject to Section 21 above, the Parties hereto consent to the personal jurisdiction and venue of the courts of the State of California in San Diego or the United States District Court for the Southern District of California, and further consent that any process or notice of motion or other application to the Court or a Judge thereof may be served outside of the State of California by registered or certified mail or by personal service, provided a reasonable time for appearance is allowed.

23. REPRESENTATIONS AND WARRANTIES.

Each Party represents, warrants, and covenants to the other Party the following:

- 23.1. **Incorporation; Qualification; Status.** Each Party is a duly incorporated, valid, and existing corporation; each Party is in good standing under the laws of the State of California; each Party is qualified to do business in California.
- 23.2. **Authority of Corporation.** Each Party has full corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of each Party and no other corporate action on the part of each Party is necessary to authorize the execution and delivery of this Agreement.
- 23.3. **Authority of Signatory.** Each individual executing the Agreement on behalf of each Party represents, warrants, and covenants that such person is duly authorized to execute and deliver the Agreement on behalf of each Party in accordance with its Bylaws and that the Agreement is binding upon each Party in accordance with its terms.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT
IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION
CONTAINED HEREIN. THE PARTIES FREELY AND VOLUNTARILY EXECUTE
THIS AGREEMENT AS OF THE DATE WRITTEN ABOVE.

For Mingei International, Inc.

Don Sidner
Signature

August 4, 2021
Date

Executive Director & CEO
Title

For CUTP LP

[Signature]
Signature

8.4.21
Date

MANAGING MEMBER
Title

Signature

Date

Title

Signature

Date

Title

Signature

Date

Title

EXHIBIT A
Licensed Premises

Yellow indicates Licensed Premises, green indicates Courtyard.

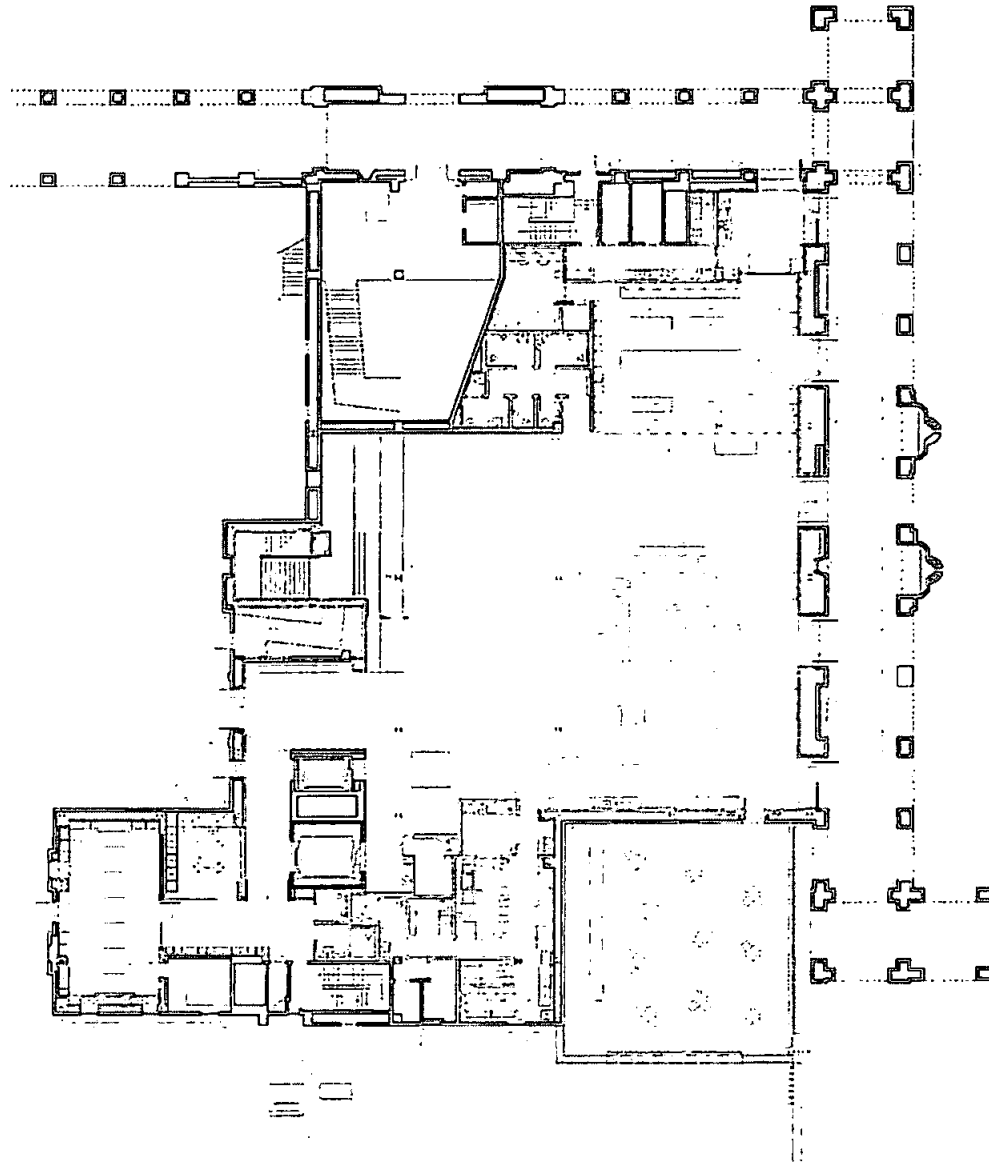


EXHIBIT B
Preferred Caterers

To be supplied to Contractor on an annual basis.

EXHIBIT C **Fixtures and Supplies owned by the Museum**

Item No	Qty	Equipment Category	Manufacturer	Model Number
1	1	MOPSINK, FLOOR MOUNTED (36"X24"X12")		
2	1	MOPSINK FAUCET		
3	1	MOPSINK STORAGE WALL SHELF		
4	1	RACK, BRUSH/BROOM	T&S BRASS	B-0653
5	1	SIDE SPLASH, +96"		
7	1	WATER HEATER		
8	1	GREASE INTERCEPTOR		
11	1	REMOTE BEER SYSTEM		
12	1	NITROGEN TANK		
13	1	GAS BLENDER		
14	1	WALK-IN COOLER W/ LIGHT		
15	1	WALK-IN COOLER EVAPORATOR COIL (FAN) W/KE2 CONTROL		
16	1	REMOTE CONDENSER, WALK-IN COOLER		
17	1	WIRE SHELVING, FREESTANDING		
18	1	3 - COMPARTMENT SINK		
19	1	PRE-RINSE SPRAYER W/ ADD ON FAUCET	FISHER	68195
20	2	WALL SHELF, STAINLESS STEEL		
21	1	POT RACK, STAINLESS STEEL		
22	1	HAND SINK, WALL MOUNT	KROWNE	HS-26-LF
22.1	1	FAUCET	FISHER	62642
22.2	1	SOAP & SINGLE SERVICE TOWEL DISPENSER	BOBRICK	B-2111/B-2620
23	1	RACK, BUNN/ SHEET	GSW USA	AAR-2022W
26	1	ICE MAKER	HOSHIZAKI AMERICA	KM-1301SRJ
26.1	1	ICEMAKER CONDENSER, REMOTE	HOSHIZAKI AMERICA	URC-14F
27	1	BIN, ICE	HOSHIZAKI AMERICA	B-800PF
28	1	FLOOR TROUGH	CUSTOM	
29	1	PREP TABLE W/ DOUBLE PREP SINK		
30	1	FAUCET	FISHER	57665
31	1	WALL SHELF, STAINLESS STEEL		
32	1	FREEZER, REACH-IN	HOSHIZAKI AMERICA	CF2S-FS
37	1	FILTER SYSTEM	3M PURIFICATION	DP295-CL
37.1	1	BACKFLOW PREVENTER	BY PLUMBER	
41	1	CHEF'S COUNTER, +36"		
42	1	HAND SINK		
42.1	1	FAUCET	FISHER	53740
42.2	1	SOAP & SINGLE SERVICE TOWEL DISPENSER	BOBRICK	B-2111/B-2620
43	2	REFRIGERATOR, OPEN TOP, 48"		
43.1	2	REMOTE CONDENSER, WALK-IN COOLER		
44	1	DOUBLE OVER SHELF		
45	2	WARMER, FOOD OVERHEAD	HATCO	GRAHL-48D3
46	1	FAUCET, DECK MOUNT	FISHER	58009
47	1	DROP-IN, HOT WELLS	VOLLRATH	36400
48	2	PRINTER	BY OWNER	
52	1	TYPE-I GREASE EXHAUST HOOD W/ LIGHTS	GAYLORD	
53	1	EXHAUST FAN FOR EXHAUST HOOD		
54	1	MAKE-UP AIR FOR HOODS		
57	1	FIRE SUPPRESSION SYSTEM; ANSUL AUTOMAN	ANSUL	R-102
58	1	REMOTE PULL STATION FOR FIRE SUPPRESSION SYSTEM		
59	1	K-TYPE FIRE EXTINGUISHER, WALL MOUNTED		
60	1	GAS SHUT OFF VALVE		
61	1	DUMP SINK		
62	1	FRYER, DEEP FAT, GAS W/FILTER	PITCO	1-SF-SG18-S
63	1	GRIDDLE, HEAVY DUTY, GAS	MONTAGUE	C36-8T
64	1	SALAMANDER BROILER, GAS	MONTAGUE	SB36W
65	1	STAND, COOKING EQUIPMENT, REFRIGERATED BASE	HOSHIZAKI	CRES72
66	1	BROILER, UNDER-FIRED, GAS, COUNTER	MONTAGUE	UFLCS-36R
67	1	RANGE, RESTAURANT, GAS w/ CONVECTION OVEN	MONTAGUE	VT26.6
68	1	CHEESEMELTER, GAS	MONTAGUE	CM36-HB
69	1	OVEN-STEAMER, COMBINATION, GAS	RATIONAL USA	SCC 102 G MOBILE

EXHIBIT C (Continued)

Item No	Qty	Equipment Category	Manufacturer	Model Number
70	1	FILTER SYSTEM, STEAMER	3M PURIFICATION	SF165
74	1	SLANT RACK, STAINLESS STEEL		
75	1	SOILED DISH TABLE W/ SCRAPER SINK		
76	1	PRE-RINSE FAUCET	FISHER	67997
77	1	QUICK DRAIN		
78	1	WAREWASHER, DOOR TYPE, HIGH TEMP	STERO	SD3-2
79	1	WATER TEMPERING KIT	STERO	DWT-SD3
80	1	TYPE-II STEAM HOOD	GAYLORD	
81	1	EXHAUST FAN FOR EXHAUST HOOD		
82	1	CLEAN DISH TABLE		
83	1	WALL SHELF, STAINLESS STEEL		
85	1	HAND SINK, WALL MOUNT	KROWNE	HS-26-1F
85.1	1	FAUCET	FISHER	62642
85.2	1	SOAP & SINGLE SERVICE TOWEL DISPENSER	BOBRICK	B-2111/B-2620
89	1	SERVER WORK TABLE		
90	1	WALL SHELF, STAINLESS STEEL		
90.1	1	WALL SHELF, STAINLESS STEEL		
90.2	1	WALL SHELF, STAINLESS STEEL		
91	1	DOUBLE PASS-THRU SHELF		
91.1	1	WARMER, FOOD OVERHEAD	HATCO	GRAH-48
92	1	HAND SINK		
92.1	1	FAUCET	FISHER	62642
92.2	1	SOAP & SINGLE SERVICE TOWEL DISPENSER	BOBRICK	B-2111/B-2620
96	1	BEVERAGE WORK TABLE		
97	1	COFFEE	BY OWNER	
98	1	TEA	BY OWNER	
99	1	DUMP SINK		
99.1	1	FAUCET	FISHER	53740
100	1	SODA DISPENSER	PROVIDED BY OWNER'S VENDOR	
101	1	FILTER SYSTEM	3M PURIFICATION	
102	1	WALL SHELF, STAINLESS STEEL		
103	1	REFRIGERATOR, UNDERCOUNTER	HOSHIZAKI AMERICA	CRMR48
104	1	P.O.S.		
108	1	BACK BAR TOP		
109	1	BACK BAR ASSEMBLY		
110	1	HAND SINK		
110.1	1	FAUCET	FISHER	62642
110.2	1	SOAP & SINGLE SERVICE TOWEL DISPENSER	BOBRICK	B-2111/B-2620
111	1	DUMP SINK		
111.1	1	FAUCET	FISHER	53740
112	1	ESPRESSO MACHINES, SUPER AUTOMATIC	SCHAEER USA	040381-00001EUS
113	1	FILTER SYSTEM FOR ESPRESSO	SCHAEER USA	CUNO4350
115	2	UNDERBAR ICE CHEST	CHOICE BY GLASTENDER	C-IBA-30-CP10
118	2	P.O.S.		
119	2	UNDERBAR REFRIGERATION	GLASTENDER	LP48
119.1	1	REMOTE CONDENSER, WALK-IN COOLER		
119.1	1	CONDENSER, REMOTE		
120	1	BEER & WINE TAPS		
121	1	DRAINBOARD FOR BEER TAPS		
121.1	1	BEER & WINE TAPS		
122	1	COUNTER TOP		
123	1	CABINET		
124	1	FINISHED FRONT		
202	1	3 - COMPARTMENT SINK & FAUCET	GLASTENDER	TSB-72-S
203	2	WALL SHELF, STAINLESS STEEL		
204	1	WORK TABLE		
205	1	DUMP SINK		
205.1	1	FAUCET	FISHER	53740
206	1	HAND SINK		

EXHIBIT C (Continued)

Item No	Qty	Equipment Category	Manufacturer	Model Number
206.1	1	FAUCET	FISHER	62642
206.2	1	SOAP & SINGLE SERVICE TOWEL DISPENSER	BOBRICK	B-2111/B-2620
207	1	TOASTER, CONVEYOR	HATCO	TQ-1800HBA
208	1	FREEZER, UNDERCOUNTER	HOSHIZAKI AMERICA	CRMF48
209	1	OVEN, CONVECTION, ELECTRIC	TURBOCHEF	HMB-8603-1 (HIGH H BATCH 2)
210	1	TEA	BY OWNER	
211	1	COFFEE	BY OWNER	
212	1	FILTER SYSTEM	3M PURIFICATION	
212.1	1	BACKFLOW PREVENTER	BY PLUMBER	
213	1	WALL SHELF, STAINLESS STEEL		
215	1	WORK TABLE		
216	1	WORK TABLE		
217	1	BACK COUNTER TOP		
218	1	BACK COUNTER ASSEMBLY		
219	1	COLD BREW REFRIGERATOR	PERLICK	BBS36**L
220	2	COLD BREW TAPS	PERLICK	4041-2B
221	1	DRAINBOARD	PERLICK	DRD1B
222	3	AIRPOT, COFFEE & TEA	BUNN-O-MATIC	32125.0000
223	1	REFRIGERATOR, UNDERCOUNTER	HOSHIZAKI AMERICA	CRMR48
224	1	REFRIGERATOR, UNDERCOUNTER	HOSHIZAKI AMERICA	CRMR48
226	1	PASTRY DISPLAY CASE, GLASS ENCLOSURE		
227	1	ESPRESSO MACHINES	LA MARZOCCO	LINEA CLASSIC
228	1	FILTER SYSTEM FOR ESPRESSO	MAVEA	PURITY C300
229	1	MUG RINSER		
230	2	ESPRESSO GRINDERS	MAHLKONIG/ VARIO	K30/K30TWIN
231	1	HAND SINK, DROP-IN TO BACK CABINET		
231.1	1	FAUCET	FISHER	62642
231.2	1	SOAP & SINGLE SERVICE TOWEL DISPENSER	BOBRICK	B-2111/B-2620
232	1	FRONT COUNTER TOP		
233	1	FRONT CABINET		
234	1	FRONT COUNTER FINISHED FRONT		
235	1	PASTRY DISPLAY CASE, GLASS ENCLOSURE		
236	1	LIGHT AT DISPLAY CASE		
237	1	P.O.S.		
238	1	GREASE INTERCEPTOR		

ACKNOWLEDGMENT OF RECEIPT OF CONSENT TO LICENSE

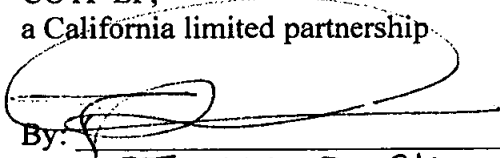
(The Mingei International Museum of Folk Art: CUTP LP)

CUTP LP, a California limited partnership ("Licensee") makes the following acknowledgments for the benefit of the City of San Diego, a California municipal corporation ("City"), under that certain BALBOA PARK LEASE AGREEMENT, dated July 9, 1996, filed in the Office of the City Clerk on May 28, 1996, as Document OO-18306, between City and the Mingei International Museum of Folk Art, a California non-profit public benefit corporation ("Lessee"), as amended by that certain First Amendment to Lease Agreement dated August 20, 2019, and that certain Second Amendment to Lease Agreement dated November 8, 2021 (hereinafter, collectively, the "Agreement"), relating to that certain City-owned real property located in Balboa Park, San Diego, California, as more particularly described in the Agreement ("Premises"):

1. Licensee acknowledges entering into that certain Restaurant Operations and Services Agreement with Lessee, dated August 4, 2021 ("License Agreement"), for Lessee to license a portion of the Premises to Licensee.
2. Licensee acknowledges receipt of a copy of that certain Consent to License (The Mingei International Museum of Folk Art: CUTP LP), dated _____, between City and Lessee relating to the License Agreement ("Consent").
3. Licensee further acknowledges receipt of a copy of the Agreement prior to entering into the License Agreement.
4. Licensee further acknowledges that a true and correct copy of the License Agreement is attached as Exhibit "A" to the Consent.

CUTP LP,
a California limited partnership

Date: 12-1-21

By: 
Name: TRACY BORKUM
Title: General Partner

Mingei International Museum Restaurant Profit and Loss

	Low	Medium	High
<u>Sales</u>			
Coffee Shop	600,000	720,000	840,000
Restaurant	1,080,000	1,440,000	2,160,000
TOTAL SALES	1,680,000	2,160,000	3,000,000
<u>Cost of Goods</u>			
Food + Beverage (28%)	470,400	604,800	840,000
Labor (40%)	672,000	864,000	1,200,000
TOTAL COST OF GOODS	1,142,400	1,468,800	2,040,000
COGS %	68%	68%	68%
GROSS PROFIT	537,600	691,200	960,000
Gross profit %	32%	32%	32%
<u>Expenses</u>			
Payroll Fees	4,200	4,800	5,400
Credit Card Fees	52,080	66,960	93,000
Dues + Subscriptions	2,340	2,340	2,340
Advertising/Promotion	14,400	16,200	18,000
Kitchen Equipment R+M	6,000	6,600	7,200
Linen	14,400	22,800	26,400
Small Wares replacement	7,200	9,600	12,000
Kitchen Wares replacement	4,800	7,800	9,000
Chemical Supplies	5,040	6,480	14,400
Cleaning Supplies	5,040	6,480	14,400
Paper + Plastic Supplies	26,400	36,000	38,400
Online Contracts	10,200	10,200	10,200
Banking Fees	780	780	780
POS Equipment	9,000	9,000	9,000
Promotional Discounts	8,400	20,400	24,000
Reservation Portal	16,800	19,200	21,600
Taxes + Licenses	8,400	8,400	8,400
Insurance - General Liab/Employment	30,000	30,000	30,000
Professional Fees - Accounting/Legal	14,400	14,400	14,400
Miscellaneous	14,400	24,000	30,000
TOTAL EXPENSES	254,280	322,440	388,920
Expenses/Sales %	15%	15%	13%
NET PROFIT	283,320	368,760	571,080
Net Profit/Sales %	17%	17%	19%
Operator Profit	81,720	109,560	211,080
Mingei Museum Share	201,600	259,200	360,000