

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), dated as of May 13, 2013 (the "Effective Date"), is entered into by **BALBOA PARK CELEBRATION, INC.**, a California corporation ("BPCI" or "Employer"), and **JULIE DUBICK**, an individual ("Executive"). BPCI desires to employ Executive and Executive desires to perform the duties and obligations hereinafter described, upon the terms and conditions hereinafter set forth.

THEREFORE, IN CONSIDERATION of the mutual covenants herein and conditions herein contained and their performance, the Employer and the Executive agree as follows:

ARTICLE 1 – EMPLOYMENT

Positions

1.01 The Employer agrees to employ the Executive, and the Executive agrees to serve the Employer as Chief Executive Officer. The Executive will report to the Board of Directors (hereinafter, "the Board").

Responsibilities and Duties

1.02

The Executive will be employed as Chief Executive Officer ("CEO") of BPCI. The Executive shall perform full-time duties customarily associated with the title and authority of a chief executive officer, consistent with the bylaws, policies and regulations of BPCI which now are or may be established by the Employer. The Executive will perform, observe and conform to such duties and lawful instructions as from time-to-time are reasonably assigned or communicated to her by the Board, and provide information and assistance as requested by the Board.

1.03 The Executive will cause to be maintained accurate and complete books and records of the business, preserving all accounts, records, invoices, receipts, vouchers, books, files and other documents in an orderly and organized manner available for inspection at any time by the Board.

Period of Employment

1.04 This Agreement will become effective on the Effective Date and will terminate on March 31, 2016, subject to the termination provisions set out below in Article 4 of this Agreement. The Board has the option to extend the period of employment for additional

one-month increments beyond March 31, 2016 as it deems necessary.

Place of Employment

1.05 The Executive will perform her work from offices of the Employer located in San Diego, California. It is understood that the Executive may be required to travel to various other locations in order to carry out the duties of the Executive's position. Such travel outside of Southern California will require the Executive to secure the prior approval of the Board or the Board's designee for this purpose.

Service

1.06 The Executive will faithfully serve the Employer and use her best efforts to promote the interests of the Employer. The Executive will, unless prevented by ill health, devote all of her time and attention during normal business hours to the business of the Employer and will not, without the prior written consent of the Employer, engage in any other business, profession or occupation. The Executive will not, without the prior written consent of the Employer, become an officer, director, contractor for service, employee, agent or representative of any other company, partnership, person, firm, business, enterprise or organization, where such activity would interfere with the performance of the Executive's obligations herein. The Executive will disclose to the Board all activity in which she is currently engaged, including the term of each commitment, the level of activity, and the amount of travel required.

1.07 Article 1.06 will not prevent the Executive from performing a reasonable amount of charitable or volunteer community service work, provided, as determined by the Board, such work does not interfere with the performance of the Executive's obligations herein.

Standards of Conduct

1.08 At all times during her employment with the Employer, the Executive will adhere to all rules and regulations respecting standards of conduct and conflict of interest which now are or may be established by the Employer and/or the City of San Diego.

ARTICLE 2 – COMPENSATION

Salary

2.01 The Executive will receive a base salary of \$15,000 (fifteen thousand dollars) per month, payable on the first day of the calendar month, less all required deductions and withholdings.

Bonus

2.02 The Executive will be awarded a bonus upon achieving mutually-agreed performance

goals, as specified in **Schedule A**, on the anniversary date of each year of her employment. The Board, in its sole discretion, will award an amount up to 30% (thirty percent) of the Executive's annual salary as a bonus. The bonus will be paid within 30 (thirty) days following the anniversary date.

Health Benefits

2.03 The Employer will provide the Executive with a health insurance benefit stipend of \$1100.00 per month.

Business Expenses

2.04 Consistent with the policy on business expenses of BPCI which now is or may be established by the Employer, Executive will timely provide Employer with receipts and other documentary substantiation for expenses incurred at the time of submittal of request for reimbursement. The Employer will reimburse the Executive for all reasonable business-related expenses within thirty (30) days of submittal.

Vacation

2.05 The Executive does not accrue vacation benefits. Instead, upon approval by the Board, the Executive will be granted reasonable paid time off for vacation upon her request, taking into account BPCI's business needs at the time of the request.

ARTICLE 3 – EXECUTIVE'S OBLIGATIONS – CONFIDENTIALITY

3.01 The Executive acknowledges and agrees that she will receive information that is confidential in nature during the course of his employment with the Employer. In order to protect the confidentiality of this information, the Executive agrees to enter into the Intellectual Property/Confidentiality Agreement attached hereto in **Schedule B**.

3.02 The Executive will not directly or indirectly through another person disclose the terms of this Agreement to anyone except her attorney, tax advisor or spouse, unless required to do so by law. In the event the Executive believes she is required by law to disclose the terms of this Agreement, the Executive will immediately notify the Board in writing and will not disclose the terms of the Agreement for a minimum of 10 (ten) business days after such notice to the Board.

ARTICLE 4 – TERMINATION

4.01 Cancelation of the Memorandum of Understanding by the City of San Diego. The City of San Diego's Memorandum of Understanding ("MOU") with BPCI is necessary in order for the Balboa Park Celebration event to be viable. In the event that the City of San Diego cancels the MOU, this Agreement will be immediately terminated upon written notice to the Executive.

Should this occur, the Executive will continue to be paid her base salary pursuant to Article 2.01 and health benefits pursuant to Article 2.03 for a period of three (3) months following the date of the Employer's written notice (the "Shut-Down Period"). During the Shut-Down Period, the Executive agrees that she will continue to work for the Employer to manage the shut-down of the Balboa Park Celebration event, as directed by the Board. The Board of Directors, in its sole discretion, may elect to provide the Executive with pay in lieu of all or any part of the Shut-Down Period. No other payments will be paid to the Executive either during the Shut-Down Period or at the conclusion of the Shut-Down Period.

4.02 Voluntary or Mutual Termination: The Executive may voluntarily terminate her employment with the Employer upon three (3) months' written notice, after which no further salary or benefits will be paid to the Executive. The Employer, in its sole discretion, may elect to provide the Executive with pay in lieu of all or any part of the three (3) month notice period. The Employer and the Executive may mutually agree to terminate the Executive's employment up any terms and conditions to which they have mutually agreed in writing, signed by both parties.

4.03 Termination for Cause: Notwithstanding any other provision of this Agreement, the Executive's employment may be terminated for cause at any time by the Employer, upon written notice to the Executive. Upon termination for cause, the Executive will be immediately paid all accrued salary to the effective date of the termination, and the Executive will not be entitled to any additional payments. For the purposes of this Agreement, "cause" will mean (a) gross or habitual failure to perform pursuant to the terms of this Agreement, that is, performance failure not corrected to the satisfaction of the Employer within thirty (30) days after written notice to the Executive thereto; or (b) misconduct, including but not limited to: (i) conviction of a crime, or entry of a plea of nolo contendere with regard to a crime, involving moral turpitude, dishonesty or fraud, (ii) conduct by the Executive which in the good faith and reasonable determination of the Board demonstrates gross unfitness to serve, or (iii) the Executive's gross misconduct which is materially and demonstrably injurious to Balboa Park Celebration, Inc.

4.04: Termination Without Cause: The Employer may terminate the Executive's employment hereunder without cause ("cause" being defined in Article 4.03 above), upon written notice. In the event the Employer terminates the Executive's employment without cause, the Executive will continue to be paid her base salary pursuant to Article 2.01 and health benefits pursuant to Article 2.03 for a period equal to each full month the Executive has been employed, up to a total of no more than 8 (eight) months. The Executive will also be paid any bonus monies earned pursuant to Article 2.02 as of the date of the written notice provided by the Employer, as reasonably determined by the Board. The Employer, in its sole discretion, may elect to make the termination payments in a lump sum based on the discounted present value of the required payments. The Employer will make this payment to the Executive within ten (10) business days after notice of termination has been given.

Notice of Termination

4.05: A termination of this Agreement or the employment of the Executive will be communicated by written Notice of Termination. For the purposes of this Agreement, a "Notice

of Termination” means a notice which indicates the termination provision of this Agreement relied upon and the effective date of termination. The Notice of Termination will be delivered pursuant to the terms of Article 6 below.

ARTICLE 5 – MEDIATION AND ARBITRATION

Resolution of Disputes

5.01: Any and all disputes relating in any way to this Agreement will be brought before the Board within 10 days of the dispute arising. The Board will have 15 days to mediate a resolution to the dispute, or such longer period as to which the parties shall mutually agree writing.

5.02: If the Board is unable to resolve the dispute to the satisfaction of both parties, any and all disputes relating to this Agreement will be resolved by arbitration. To this end, the parties agree to enter into the Arbitration Agreement attached hereto in **Schedule C**.

ARTICLE 6 - GENERAL

Delivery of Notices

6.01 Any notice required or permitted to be given under this Agreement will be deemed to have been duly delivered if such notice is in writing and is:

(a) delivered in person; or

(b) sent postage-paid by registered or certified mail, or by courier.

6.02 Notice delivered to the Executive will be to the address below, or at such other address as may be specified by the Executive in writing, but notice of a change of address will be effective only upon actual receipt.

Julie Dubick
7303 Fairway Rd.
La Jolla, CA 92037

6.03 Notice delivered to the Employer will be to the address shown below, or at such other address as may be specified by the Employer in writing, but notice of a change of address will be effective only upon actual receipt.

Balboa Park Celebration, Inc.
2131 Pan American Plaza
San Diego, CA 92010

Agreement Voluntary and Equitable

6.04 The Employer and the Executive further acknowledge and declare that they each have carefully considered and understand the terms of employment contained in this Agreement including, but without limiting the generality of the foregoing, the Executive's rights upon termination, and acknowledge and agree that the same terms of employment and rights and obligations upon termination are mutually fair and equitable. Each of the parties hereto covenants, agrees and acknowledges that each of them was fully and plainly instructed to seek independent legal and tax advice regarding the terms and conditions and execution of the Agreement and each of them has had the opportunity to seek and obtain such legal and tax advice and acknowledges that each has executed this Agreement voluntarily understanding the nature and effect of this Agreement.

Entire Agreement

6.05 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any previous oral or written communications, representations, understandings or agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the parties other than as expressly set forth in this Agreement.

Severability

6.06 If any provisions of this Agreement is determined to be invalid, void or unenforceable, in whole or in part, such invalidity, voidance or unenforceability will attach only to such provision or part thereof, and the remaining part of such provision and all other provisions thereof will continue in full force and effect.

Waiver

6.07 The waiver by the Executive or by the Employer of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by the Employer or by the Executive.

Sections and Headings

6.08 The division of this Agreement into Articles and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

Modification of Agreement

6.09 Any modification to this Agreement must be in writing and signed by the parties or it will have no effect and will be void.

Assignment of Rights

6.10 This Agreement will enure to the benefit of the parties and/or any corporation or other business organization with which the Employer may merge or consolidate or to which it may transfer substantially all of its assets or shares, or both.

Governing Law

6.11 This Agreement will be governed by and construed in accordance with the laws of the State of California.

6.12 This Agreement may be executed on separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same agreement.

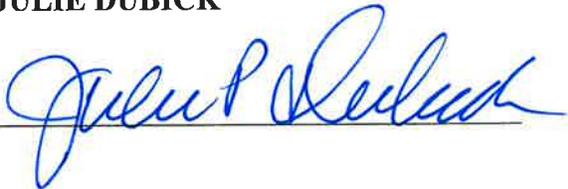
IN WITNESS HEREOF, the parties execute this Agreement:

BALBOA PARK CELEBRATION, INC.

By:  _____

May 13 2013
Date ~~Effective Date~~

JULIE DUBICK

 _____

May 13, 2013
Date Effective Date

SCHEDULE A

CHIEF EXECUTIVE OFFICER PERFORMANCE GOALS

The following are the goals and objectives upon which the Chief Executive Officer's performance will be assessed by the Board of Balboa Park Celebration, Inc. ("the Board"):

1. Oversee fiscal management to meet required funding levels, as established and agreed upon by the Board, within the context of a spectacular centennial celebration, including marketing and revenue projections and fiscal impact, and sponsorship development.
2. Oversee fundraising efforts to meet realistic goals based upon 18 months from start of celebration.
3. Ensure the retention of high-performing key staff members or consultants.
4. Meet all legal requirements and MOU milestones.
5. Oversee programing content and activities.
6. Oversee development of a comprehensive site plan for circulation, parking and pedestrians.
7. Work collaboratively with city's cultural and civic organizations and political structure.
8. Report to the Board and maintain open, transparent, and regular communication with the Board and other stakeholders in Balboa Park and the greater San Diego region.
9. Terminate celebration and return park to original state or as agreed to modifications.

SCHEDULE B

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Balboa Park Celebration, Inc. (the "Company")'s confidentiality policy is designed to protect the confidentiality of information relating to its operations, internal policies and procedures, and client matters, and to establish clarity with respect to its use.

1. Definitions.

- a. **Employee.** Any person employed by the Company to provide services to or for the Company.
- b. **Proprietary Information.** "Proprietary Information" will mean any information, observation, data, written material, record, document, computer program, software, firmware, invention, discovery, improvement, development, design, promotional idea, practice, process, formula, method, technique, trade secret, product and/or research related to the actual or anticipated research, development, products, organization, business, fundraising, or finances of the Company (or any of its related entities). Proprietary Information will also include all records, files and customer, contributor, benefactor or client lists of the Company and such records will be protected in a manner similar to trade secrets. Proprietary Information does not include any such materials which (a) are or become generally available to the public other than as a result of a disclosure by Employee and/or its affiliates, (b) become available on a non-confidential basis from a source other than the Company which source is entitled to disclose such information, or (c) were known on a non-confidential basis prior to its disclosure by the Company.

2. Ownership of Proprietary Information. All right, title and interest of every kind and nature whatsoever in and to the Proprietary Information discussed, developed, secured, obtained or learned by Employee from the Company, will be the sole and exclusive property of the Company for any purposes or uses whatsoever. Employee acknowledges that the Company owns all right, title and interest in and to the Proprietary Information.

3. Client Files. As between any Employee, current or former, and the Company, all records and files relating or connected in any manner whatsoever with the customers, contributors, benefactors or clients of the Company will be the exclusive property of the Company, regardless of: (1) who initially prepared or acquired the records or files; and (2) the business origination designation for each client. Nothing in this provision is intended to violate any client's right to obtain, transfer, or inspect his or her file(s) in accordance with California law. Nothing in this provision is intended to restrict a former Employee's lawful right to compete with the Company.

4. Disclosure of Proprietary Information. The Company will make Proprietary Information available to Employee to assist Employee in performing Employee's job duties. During and after employment with the Company, Employee will not use or disclose or allow

anyone else to use or disclose any Proprietary Information, except as may be necessary in the performance of Employee's job duties for the Company or as may be authorized in advance by appropriate officials of the Company. Employee will not, without the prior written consent of the Company, retain any original memoranda, notes, plans, sketches, data or other documents, papers or records of any kind related to the research, development, products or business of the Company or any of its related entities, or related to any Proprietary Information, all of which Employee acknowledges are the exclusive property of the Company. Employee will surrender to the Company upon the Company's reasonable request, any such original Proprietary Information and all copies thereof in Employee's possession or control.

Employee's signature below certifies that Employee understands the foregoing Confidentiality Policy and that it supersedes all prior agreements, understandings and representations (whether written or oral) concerning the Company's Proprietary Information.

May 13, 2013
Date

Julie P. Dubick
Employee Name

Julie P. Dubick
Signature

SCHEDULE C

ARBITRATION AGREEMENT AND ACKNOWLEDGMENT

As a condition of my employment, I agree and acknowledge that Balboa Park Celebration, Inc. (the "Company") and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context. Both the Company and I agree that any claim, dispute and/or controversy that either I may have against the Company (or its Presidents, directors, officers, managers, employees, and agents) or the Company may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (California Code of Civil Procedure §1280, *et seq.*, including §1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute, equitable law, or otherwise.

The following conditions are agreed upon by both parties to this Arbitration Agreement:

(a) Any relief that would otherwise be available in court is equally available to me in connection with the Arbitration proceedings;

(b) In addition to any other requirements imposed by law, the arbitrator selected shall be a neutral retired California Superior Court Judge, or otherwise qualified individual, to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court;

(c) The procedures of the arbitration shall be governed by the California Code of Civil Procedure. As reasonably required to allow full use and benefit of this Agreement's modifications to the Act's procedures, the arbitrator shall extend the time set by the Act for the giving of notices and setting of hearings. In addition, the parties entitled to conduct any and all discovery that they deem necessary to prepare for the Arbitration proceeding in accordance with the procedures of the California Arbitration Act;

(d) Awards shall include the arbitrator's written reasoned opinion;

(e) The Company shall pay the costs associated with the arbitration, except for those costs which are not unique to arbitration, e.g., the type of costs that I would be

required to pay if I were to proceed in court;

(f) Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and

(g) **THE COMPANY AND I AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

I understand and agree to this binding Arbitration Agreement, and that both I and the Company give up our right to trial by jury of any claim I or the Company may have against each other.

If any term, provision or portion of this Arbitration Agreement is declared void or unenforceable, it shall be severed and the remainder of this Agreement shall be enforceable.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, I UNDERSTAND AND I AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. MY SIGNATURE ALSO CERTIFIES THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL OF MY CHOICE.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ARBITRATION AGREEMENT AND ACKNOWLEDGMENT.

Julie P. Dubrock
Employee Name

Benjamin G. Clay
Balboa Park Celebration, Inc.
Representative

Julie P. Dubrock
Signature

Benjamin G. Clay
Signature

May 13, 2013
Date

May 13 2013
Date