

**Independent Contractor Management Consulting Services Agreement between  
Balboa Park Celebration, Inc. and Mark Ochendusko**

This Independent Contractor Management Consulting Services Agreement is made and entered into between Balboa Park Celebration Inc. (BPCI), acting by and through its Chief Executive Officer, and Mark Ochendusko pursuant to which Mr. Ochendusko shall provide hourly as assigned management consulting services as an independent contractor.

It is mutually agreed to by and between BPCI and Mr. Ochendusko as follows:

1. Retention: BPCI engages Mr. Ochendusko and Mr. Ochendusko accepts the engagement as a self-employed, independent contractor under the terms and conditions set forth in this Agreement. It is understood and agreed that Mr. Ochendusko shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement.
2. Duties and Responsibilities: Mr. Ochendusko serves as a self-employed independent contractor management consultant and reports directly to the Chief Executive Officer of BPCI. Mr. Ochendusko shall perform such duties and manage such projects as assigned by the Chief Executive Officer.
3. Term of Agreement: Mr. Ochendusko will begin services to BPCI on July 31, 2012 and said services will continue on an hourly as needed basis as determined by BPCI. Such services may be terminated by either party with little or no notice.
4. Compensation: BPCI shall pay Mr. Ochendusko at the rate of ninety five dollars (\$95) per hour. Mr. Ochendusko shall track all hours worked and submit billings on a bi-weekly basis. Such billings shall be paid promptly within fourteen days of date of submittal to BPCI.
5. Amendment or Modification of Agreement: This Agreement may be amended or modified only upon the mutual consent of Mr. Ochendusko and BPCI. In the event of a conflict between the terms of this Agreement, or any amendments thereto, and the terms of any BPCI Board of Directors-adopted policies, the terms of this Agreement will prevail.
6. Entire Agreement: This instrument contains the entire agreement of the parties and supersedes all prior and contemporaneous, oral, or written agreements, understandings, and the like between the parties.
7. Governing Law/Venue: This Agreement will be construed and interpreted under the laws of the State of California. Any litigation regarding this Agreement must be commenced in a federal or state court within San Diego County.
8. Severability and Waiver: If any term or provision of this Agreement is to any extent held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions of this Agreement will continue in effect. No

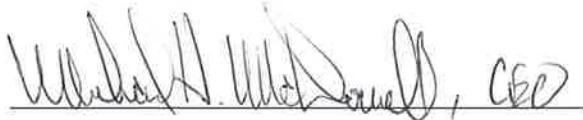
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waiver of any breach or any term or provision of this Agreement will be construed to be a waiver of any other breach of this Agreement. No waiver will be binding unless in writing and signed by the party waiving the breach.

9. Advice of Counsel: The parties acknowledge that they each have the right to obtain independent legal advice regarding the terms of this Agreement before accepting its terms. By their signatures below, the parties accept that they have obtained such advice or expressly and voluntarily have waived their right to do so.

Date: 8/1/12

By:

A handwritten signature in black ink, appearing to read "Mike McDowell", written over a horizontal line.

Mike McDowell, Chief Executive Officer  
Balboa Park Celebration, Inc.

Date: 8/1/12

By:

A handwritten signature in blue ink, appearing to read "Mark Ochendusko", written over a horizontal line.

Mark Ochendusko  
Management Consultant