

LOAN AGREEMENT

34838

This Loan Agreement ("Agreement") is made as of November 15, 2017, by and between the AQUARIUM OF THE PACIFIC, a California nonprofit public benefit corporation ("Borrower"), and the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation ("Lender").

RECITALS

A. This Agreement is made in connection with a loan in the amount of \$10,190,000 by Lender to Borrower (the "Loan"), evidenced by a Promissory Note, dated as of even date herewith, made by Borrower in favor of Lender in the principal amount of the Loan (the "Note").

B. The Note, this Agreement, and all other documents, certificates, and instruments executed or to be executed by Borrower in favor of Lender in connection with the Loan are referred to collectively in this Agreement as the "Loan Documents."

C. The Loan is being made by Lender to Borrower to pay for labor and materials ("Work") for the construction of a major expansion of the existing aquarium commonly known as the "Pacific Visions Project" (collectively, the "Improvements") located at 100 Aquarium Way, Long Beach, California, and more particularly described in Exhibit A attached hereto (the "Property"). The Work is limited to labor and material costs incurred in connection with the Pacific Visions Project, and does not include any other expansion to or the rehabilitation of, or improvements to, the existing aquarium and related facilities on the Property (the "Aquarium", and together with the Pacific Visions Project, the "Facility").

D. Borrower leases the Property from the Long Beach Bond Finance Authority ("LBBFA") pursuant to that certain Lease Agreement dated as of April 1, 2001, by and between LBBFA, as landlord, and Borrower, as tenant (as amended by the First Amendment to Lease Agreement, dated as of March 1, 2012, between the LBBFA and Borrower, "Lease").

E. Lender is using proceeds of its Tidelands Revenue Bonds, Series 2017A (Aquarium of the Pacific Project) (the "Bonds") to fund the Loan. The Bonds are being issued pursuant to the Indenture of Trust, dated as of November 1, 2017 ("Trust Indenture") by and between Lender and U.S. Bank National Association, as Trustee (the "Trustee").

F. In order to provide Borrower with additional funds for the Improvements, the Long Beach City Council (the "City Council") approved an Aquarium Challenge Grant in 2013, terms of which were revised and are currently as described in a December 20, 2016 letter from Lender's

City Manager to the City Council (the "Challenge Grant"), which was approved by the City Council at its December 20, 2016 City Council meeting.

G. Lender and Borrower have entered into an Implementation Agreement, originally made as of March 1, 2006 (as amended and restated by the Amended and Restated Implementation Agreement entered into as of November 15, 2017 by Lender and Borrower, the "Implementation Agreement"), in order to implement the terms that Lender and Borrower concluded are reasonably necessary to provide for the expansion and periodic renewal of the Facility in accordance with the rights and obligations of Lender and Borrower set forth in the Lease, the 2012 Indenture referenced in the Lease, and Borrower's duly adopted Bylaws (as the same may be amended and/or restated, the "Bylaws").

H. Lender and Borrower now desire to enter into this Agreement to provide the terms and conditions for the origination and repayment of the Loan, and the use of the proceeds of the Loan.

AGREEMENT

1. Borrower's Representations and Warranties. To induce Lender to enter into this Agreement and the other Loan Documents to which Lender is a party and to make the Loan, Borrower makes the following representations and warranties:

1.1 Capacity. Borrower is a nonprofit public benefit corporation duly organized and in good standing under the laws of the State of California (the "State"), and Borrower and the individuals executing the Loan Documents on Borrower's behalf have the full power, authority, and legal right to execute and deliver, and to perform and observe the provisions of this Agreement and the other Loan Documents, and to carry out the transactions on the part of Borrower contemplated by the Loan Documents.

1.2 Authority and Enforceability. Borrower's execution, delivery, and performance of this Agreement and the other Loan Documents have been duly authorized by all necessary corporate action and do not require any registration with, consent or approval of, notice to, or any action by any person or entity, or any federal, state, county or local governmental agency (each, a "Governmental Authority"). This Agreement and the other Loan Documents, when executed and delivered by Borrower and Lender, will constitute the legal, valid, binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the

enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

1.3 Compliance with Other Instruments. The execution and delivery of this Agreement and the other Loan Documents, and compliance with their respective terms, will not result in a breach or violation of any of the terms or conditions of, or result in an occurrence of an event for which any holder or holders of indebtedness may declare the same due and payable under, any indenture, agreement, order, judgment, or instrument to which Borrower is a party or by which Borrower or its properties may be bound or affected, including but not limited to the Lease.

1.4 Compliance with Law. The execution and delivery of this Agreement and the other Loan Documents do not conflict with, result in a breach or default under, or create any lien or charge under any applicable law or administrative rule or regulation of any Governmental Authority (collectively, "Governmental Regulations") or any applicable court or administrative decree or order, to which Borrower is subject.

1.5 Litigation. There are no actions, suits, investigations, or proceedings pending or, to Borrower's knowledge after due inquiry and investigation, threatened against or affecting Borrower at law or in equity, before or by any person, entity or Governmental Authority, that, if adversely determined, would have a material adverse effect on the business, properties, or condition (financial or otherwise) of Borrower or on the validity or enforceability of this Agreement or any of the other Loan Documents.

1.6 No Untrue Statements. All statements, representations, and warranties made by Borrower in this Agreement or any other Loan Document and any other agreement, document, certificate, or instrument previously furnished or to be furnished by Borrower to Lender under the Loan Documents (a) are and shall be true, correct, and complete in all material respects at the time they were made and on and as of the date of this Agreement; (b) do not and shall not contain any untrue statement of a material fact; and (c) do not and shall not omit to state a material fact necessary to make the information in them neither misleading nor incomplete. Borrower understands that all such statements, representations, and warranties shall be deemed to have been relied on by Lender as a material inducement to make the Loan.

1.7 Financial Statements. All financial statements of Borrower furnished to Lender are true and correct in all material respects, are prepared in accordance with generally accepted accounting principles, and do not omit any material fact the omission of which makes such statement or statements misleading.

1.8 Taxes. Borrower has timely filed or caused to be filed all federal, State and local tax returns that are required to be filed by Borrower on or prior to the date of this Agreement, and Borrower has paid, or made provision for the payment of, all taxes, assessments, fees, and other governmental charges that have or may have become due under said returns, or otherwise, or under any assessment received by Borrower except that such taxes, if any, as are being contested in good faith and as to which adequate reserves (determined in accordance with generally accepted accounting principles) have been provided which reserves, if any, are reflected in Borrower's financial statements.

1.9 Entity Compliance. Borrower shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights, and privileges as a non profit public benefit corporation under the laws of the State, and shall comply with all Governmental Regulations applicable to Borrower.

1.10 No Use by Nonexempt Person. No portion of the proceeds of the Loan or the Improvements financed with proceeds of the Loan is or at any time will be used by any person that is not an "exempt person" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations proposed and promulgated thereunder, or by a governmental unit or an organization described in Section 5.01(c)(3) of the Code (including Borrower) in an "unrelated trade or business" within the meaning of Section 513(a) of the Code and the regulations proposed and promulgated thereunder, in such manner or to such extent as would result in loss of exclusion from gross income for federal tax purposes of interest on any of the Bonds under Section 103 of the Code.

1.11 Nonprofit Status of Borrower. Borrower is an organization described in Section 501(c)(3) and Section 509 of the Code, and the income of Borrower is exempt from federal taxation under Section 501(a) of the Code, except for those taxes described in Section 4940 et seq. of the Code and unrelated business income subject to taxation under Section 511 of the Code. Borrower has received a determination from the Internal Revenue Service to the foregoing effect, and none of the bases for such determination have changed materially since the date thereof. To the knowledge of Borrower, no proceedings are pending or threatened in any way contesting or affecting Borrower's status as an organization described in Section 501(c)(3) of the Code and no circumstance exists that reasonably could be expected to cause Borrower to fail to qualify as an organization described in Section 501(c)(3) of the Code.

2. Borrower's Covenants. During the term of this Agreement, Borrower hereby covenants and agrees with Lender that:

2.1 The Work and Project Costs. Borrower has entered into a written agreement with Clark Construction Group, or an affiliate thereof ("Contractor"), dated as of May 15, 2017 for primary general contracting services related to the Pacific Visions Project. Borrower represents that (i) the total costs for the Pacific Visions Project are currently estimated to be \$53,000,000 (as may be amended, the "Project Cost"), and (ii) the scheduled completion date of the Pacific Visions Project is May 31, 2019 (as may be extended, the "Completion Date"). Borrower shall provide Lender with prompt notice of any changes to the then-current Project Cost exceeding \$50,000 (as evidenced by, without limitation, a change order to any design or construction contract) and any delays of more than thirty (30) days to the then-current Completion Date. Borrower shall provide Lender with a complete "sources and uses" statement breaking down the overall Project Cost, including without limitation capital, interest, design, engineering and start-up costs. Lender has no liability, obligation or responsibility for the Work. Lender is not liable for any failure to construct, complete, protect, or insure the Work. Lender is not liable for any costs of the Work. Borrower shall have no right to assert or claim any offset, counterclaim or defense against Lender because of any claim Borrower may have against Contractor or otherwise arising from the Work.

2.2 Costs and Expenses. Whether or not the Work is completed, Borrower shall pay all of Lender's costs and expenses incurred in connection with the making of the Loan. It is acknowledged that the amount deposited to the Costs of Issuance Fund established pursuant to Section 3.01(a)(i) of the Trust Indenture shall be considered to be a disbursement of the Loan for such purpose. Borrower shall further pay all costs and expenses required to satisfy the conditions of this Agreement.

2.3 Other Financing and Pledges.

2.3.1 Other Financing. Borrower may obtain other financing for the Work ("Other Financing"), provided that the documentation evidencing the Other Financing is first reviewed and approved in writing by Lender. The existence and terms of any Other Financing shall not violate the terms of the Challenge Grant, the Implementation Agreement, the Lease, any document related to the Bonds or the Loan Documents. Borrower's obligations with respect to any Other Financing shall be payable solely from grants and contributions to Borrower restricted as to their use by the terms thereof for the Improvements, and Borrower's obligation to repay the Loan shall be subordinate to its obligation to repay any Other Financing approved by Lender.

2.3.2 Pledges. Borrower shall pursue private pledges and/or donations of funds ("Pledges"), the proceeds of which Pledges shall be specifically restricted to the Improvements, the Work and/or repayment of the Loan.

2.4 Additional Work. Except for the Work, Borrower shall not undertake any capital improvement, expansion, rehabilitation or maintenance projects to the Facility, the total cost of which exceeds \$1,000,000, without first receiving Lender's written approval of such project.

2.5 Notices. Borrower shall immediately notify Lender of any non-timely payment of Borrower's obligations under the Other Financing documents or the Lease, or of the occurrence of any default by Borrower under the documents for any Other Financing or under the Lease.

2.6 Periodic Reports. Borrower shall submit to Lender, semi-annually, a financial report in form and content reasonably acceptable to Lender (the "Report"), providing detail on (i) the status of the Work, (ii) the total projected cost and operating revenue projections of the Aquarium and the Pacific Visions Project, and (iii) the status and amount of the Other Financing and the Pledges, and (iv) overall Borrower revenue and expense projections, including Borrower's assessment of its ability to pay its obligations under the Lease, debt service on the Loan, projected debt service for any Other Financing and operation expenses. The first Report shall be provided to City on or about July 1, 2018 and Borrower shall provide updated reports semi-annually thereafter.

2.7 Lender Recognition. Borrower agrees to acknowledge Lender's role in connection with the Pacific Visions Project and shall name Lender in all media announcements and shall recognize Lender in the same manner as Borrower recognizes other donors to the Pacific Visions Project.

2.8 [Reserved].

2.9 Hazard Insurance.

2.9.1 Contractor's Insurance. Borrower shall obtain, or cause Contractor to obtain, and keep in full force and effect the following policies of insurance ("Contractor's Insurance") (a) a builder's all risk insurance policy, without co-insurance, in an amount not less than one hundred percent (100%) of the replacement cost of the Improvements, with the standard conditions; (b) public liability insurance with limits of liability equal to at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (c) workers' compensation insurance as required by applicable State law and otherwise as required by Lender; and (d) such other insurance as Lender

may require. The Contractor's Insurance will be in force until issuance of a certificate of occupancy for the Improvements.

2.9.2 Borrower's Insurance. Borrower shall obtain such insurance policies as required by the Lease, and such policies shall name Lender as additional insured.

2.10 Maintenance of Existence. Borrower will preserve and maintain its existence, its status as a nonprofit corporation and an organization described in Section 501(c)(3) of the Code, and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business; and shall conduct its business in an orderly, efficient and regular manner. Borrower shall hold itself out to the public as a legal entity separate and distinct from any other entity (including any affiliate thereof).

2.11 Tax-Exempt Status of Interest on the Bonds.

2.11.1 Beneficiaries. It is the intention of Borrower and Lender that interest on the Bonds shall be and remain excluded from the gross incomes of the owners of the Bonds for federal tax purposes, and to that end the covenants and agreements of Borrower in this Section 2.11 are for the benefit of Lender, Trustee and each and every person or entity who at any time is an owner of Bonds.

2.11.2 No Arbitrage. Borrower covenants and agrees that it will not directly or indirectly use or permit the use of any proceeds of the Loan or other funds, or take or omit to take any action that will cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code.

2.11.3 Acknowledgement of Representations and Warranties. Borrower acknowledges that its representations and warranties in Sections 1.10 and 1.11 are essential to the continued exclusion of interest on the Bonds from the gross incomes of the owners of the Bonds for federal tax purposes, and Borrower shall take all actions within its power to maintain the truth and accuracy of such representations and warranties.

2.11.4 Expenditure of Loan Proceeds. Borrower reasonably expects to draw down and spend not less than eighty-five (85%) of the proceeds of the Loan within three years of the date of issuance of the Bonds, and the payment schedule for the Work shall at all times be consistent with the foregoing.

2.12 Hazardous Materials and Indemnity. Borrower agrees to comply with all federal, state and local laws, ordinances, rules and regulations pertaining in any way to the construction maintenance, handling, or storage of any hazardous or toxic materials, wastes or substances, as defined in any applicable law, ordinance, rule or regulation (collectively,

"Hazardous Materials"). Lender acknowledges that Hazardous Materials are routinely present at the Facility due to Borrower's ordinary course of business. Borrower agrees to protect, defend, and indemnify Lender and its agents and successors, and hold Lender, its agents and successors, and the Facility harmless from and against all liability, losses, claims, suits, demands, costs or expenses (including, without limitation, attorneys' fees) incurred in connection with Hazardous Materials in, on or under the Facility for the term of the Lease, except to the extent such liability, loss, claim, suit demand, cost or expense results from any act or omission of Lender, its agents, employees, contractors and other persons for whom Lender is responsible. Borrower shall promptly, but in no case less than forty-eight (48) hours following actual receipt of written notice or information from a governmental agency or entity that relate to a violation or potential violation of this Section 2.12 relating to Hazardous Materials in, on or under the Facility, give Lender a copy of any such notice or correspondence it actually receives from such governmental agency or entity. This Section 2.12 shall survive termination of Agreement and repayment of the Loan.

3. Loan Administration.

3.1 Origination and Repayment of the Loan. Lender agrees to issue the Bonds in order to provide funds to make the Loan. Borrower acknowledges and agrees that the Loan shall have been fully originated, and interest on the full principal of the Loan shall commence to accrue, on the date of issuance of the Bonds and the deposit of proceeds of the Bonds as set forth in Section 3.01(a) of the Trust Indenture (including in the Aquarium Project Fund established under Section 3.03 of the Trust Indenture (the "Project Fund")), and as otherwise set forth in the Note. The Loan shall be repayable by Borrower as provided in the Note and this Agreement.

3.2 Disbursement and Use of Loan Proceeds.

3.2.1 Conditions to First Disbursement. No disbursement of amounts in the Project Fund shall occur until the following conditions precedent have occurred: (a) delivery to Lender of evidence of approval by the Board of Directors of Borrower of the Loan Documents; (b) execution by Borrower of this Agreement, the Note, and the Implementation Agreement; (c) delivery to Lender of evidence of adoption by the Board of Directors of Borrower of Amended and Restated Bylaws of Borrower in a form reasonably acceptable to Lender; and (d) delivery to Lender of an opinion of counsel to Borrower in form and substance acceptable to Lender regarding the enforceability of the Loan Documents against Borrower, with regard to the matters described in Sections 1.1, 1.2, 1.3, 1.5, 1.10 and 1.11 of this Agreement, and as to such other matters as Lender shall reasonably request.

3.2.2 Disbursement of Amounts in Project Fund. In order to obtain proceeds of the Loan on deposit in the Project Fund, Borrower shall submit to Lender from time to time written requisitions in the form set forth in Exhibit D to the Trust Indenture. Lender shall execute its consent to each such requisition, and shall submit it to the Trustee for payment from the Project Fund, so long as (a) Borrower is in compliance with its obligations under the Loan Documents and no Event of Default (as defined in Section 4.1) has occurred and is then continuing, and (b) Lender reasonably determines that the funds requested will only be used for the Work.

3.2.3 Use of Loan Proceeds. Borrower shall use proceeds of draws on the Project Fund solely to pay costs of issuance of the Bonds or costs of the Work. Borrower shall advise Lender in writing when the Work has been completed. In the event that Borrower shall have completed the Work and have paid all costs related thereto, and amounts remain on deposit in the Project Fund, Lender shall use such excess funds to the maximum extent possible to redeem Bonds or the next available date for the optional redemption of Bonds under the Trust Indenture, and shall use any such funds not used for such optional redemption to pay a portion of the interest on the Bonds. Lender shall credit Borrower with payment of principal of the Loan in an amount equal to the principal of any Bonds so redeemed, and shall credit Borrower with payment of interest on the Loan in an amount equal to any interest paid on the Bonds with such excess funds.

3.2.4 Investment of Project Fund. Amounts in the Project Fund shall be invested by Trustee at the direction of Lender as provided in Section 5.07 of the Trust Indenture. Lender does not guarantee, and shall not be liable for, any investment return on funds held in the Project Fund.

3.3 Lender's Responsibility. Any approval by Lender of a Borrower requisition for disbursement of amounts in the Project Fund shall not constitute (a) an approval by Lender of the Work completed through the date of the disbursement; or (b) a representation to Borrower or any third party regarding any lack of deficiency or defect in the Work.

3.4 Use of Challenge Grant to Repay Loan. If at any time Borrower has proceeds of the Challenge Grant provided by Lender and payment is then due on the Loan as provided in Exhibit A to the Note; Borrower, to the extent it does not have other funds available for such payment that are described in clause (a) of Section 4.1, shall apply such available Challenge Grant proceeds to the payment of the amount due on the Loan.

4. Default and Remedies.

4.1 Events of Default. Borrower shall be in default under this Agreement and the other Loan Documents if any of the following events (each an "Event of Default") occurs (a) the failure of Borrower to use any funds legally available to it that do not constitute Aquarium Operating Revenues (as defined in the Lease), or are otherwise in excess of amounts required to satisfy its obligations under the Lease and any Other Financing, to pay any amount due under the Note, or due from Borrower hereunder or under the other Loan Documents when the same is due and payable, whether by acceleration or otherwise; (b) the failure of Borrower to pay any amount due on or after October 1, 2022 under the Note, or due from Borrower hereunder or under the Loan Documents when the same is due and payable; (c) the failure of Borrower to perform or comply with any non-monetary obligation hereunder or under the other Loan Documents within thirty (30) days of receiving written notice of such failure from Lender; (d) the failure to be true in any material respect when made of any representation or warranty of Borrower contained herein or in the other Loan Documents; (e) the existence of an event of default by Borrower in connection with any Other Financing or under the Lease; (f) the existence of any other event of default under any of the Loan Documents; or (g) the occurrence of a "Major Deviation" as defined in Section 13.2(d) of the Bylaws.

4.2 Lender's Rights and Remedies. If an Event of Default has occurred and continues, Lender may take whatever action or institute any proceeding, at law or in equity, as may be necessary or desirable for the collection of the payments and other amounts then due under the Loan Documents, including payments due under the Note, and thereafter to become due hereunder or under the Note or the enforcement of the performance and observance of any obligation, agreement or covenant of Borrower under this Agreement or the other Loan Documents, including but not limited to: (i) instituting and prosecuting to judgment or final decree and enforcing any such judgment or decree against and collect in the manner provided by law moneys decreed to be payable; (ii) by injunctive and other equitable relief, to require Borrower to perform each of Borrower's obligations hereunder and under the other Loan Documents and to otherwise protect Lender's rights hereunder and under the other Loan Documents, (iii) declare the unpaid principal of the Note to be immediately due and payable; and/or (iv) exercise its rights under Section 13.2(d) of the Bylaws that arise by reason of a Major Deviation (as defined in the Bylaws).

4.3 Rescission of Event of Default. If Lender shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned

for any reason or shall have been determined adversely to Lender, then, and in every such case, Borrower and Lender shall be restored to their respective positions and rights hereunder and under the other Loan Documents, and all rights, remedies and powers of Borrower and Lender shall continue as though no such action had been taken (provided, however, that any settlement of such proceedings duly entered into by Lender or Borrower shall not be disturbed by reason of this provision).

4.4 Deferral of Amounts Due. Any principal of or interest on the Loan due under the Note and not timely paid by Borrower shall be added to the next scheduled payment on the Loan as set forth in the Note and shall not continue to bear interest. All unpaid principal and interest on the Loan shall in any event be due and payable on the Maturity Date (as defined in the Note).

4.5 General Indemnity. Borrower shall indemnify and shall defend and save harmless, Lender and Lender's affiliates, and the Councilmembers, officers, employees and agents of Lender (for the purposes of this Section, collectively the "Lender"), from and against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses harmless from any liability, claim, loss, cost, legal expenses, incurred by or alleged against Lender arising from or related to (a) the Property; (b) the Work; or (c) Borrower's default under this Agreement or under any of the other Loan Documents.

4.6 Lender's Fees, Costs, and Expenses. Borrower shall promptly pay to Lender upon written demand all attorney's fees, costs, and other expenses paid or incurred by Lender in enforcing or exercising Lender's rights and remedies under this Agreement. Interest shall accrue on these amounts at the rate of interest on the Loan, as set forth in the Note, from the date the expense is incurred by Lender until repaid to Lender by Borrower.

4.7 Remedies Cumulative. Lender may (but is not required to) exercise any or all of the rights under this Agreement. All of Lender's rights and remedies contained in this Agreement are cumulative and are in addition to any other rights and remedies created in any other Loan Document or existing at law or in equity.

4.8 No Waivers. If Lender delays in exercising or fails to exercise any of its rights under this Agreement or under the other Loan Documents, that delay or failure shall not constitute a waiver of any Lender rights or of any breach, default, or failure of condition under this Agreement or under the other Loan Documents. No waiver by Lender of any of its rights or of any such breach, default, or failure of condition shall be effective, unless the waiver is expressly stated in a writing signed by Lender.

5. Miscellaneous.

5.1 Borrower's Cooperation. Borrower shall, at its own cost and expense, sign any instruments or documents, and supply any information and data that Lender considers necessary to accomplish the purposes of this Agreement. If, in Lender's reasonable opinion, a material modification of the terms of this Agreement is required, or occurs, Borrower shall execute an appropriate written amendment to this Agreement in a form provided by Lender.

5.2 Entire Agreement; No Alteration of Challenge Grant. This Agreement and the other Loan Documents are the entire understanding between Lender and Borrower about the Loan, and may not be modified, amended, or terminated except by written agreement signed by Lender and Borrower. The parties acknowledge and agree that the Loan Documents do not affect or amend the Challenge Grant in any way.

5.3 Assignment. This Agreement inures to and binds the heirs, legal representatives, successors, and assigns of Borrower and Lender; provided, however, that Borrower may not assign this Agreement, or assign or delegate any of its rights or obligations hereunder or under any of the other Loan Documents, without Lender's prior written consent in each instance, which consent may be withheld or conditioned in Lender's sole and absolute discretion.

5.4 Survival of Representations. Any promise Borrower makes under or pursuant to this Agreement or any of the other Loan Documents, shall survive the termination of this Agreement and the repayment of the Loan.

5.5 Notices. Any notice required to be provided in this Agreement shall be given in writing and shall be sent (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service, marked for next day business delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated below in this Section or to such other address as a party may designate by written notice to the other. All notices shall be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery by the intended recipient; or (c) if sent by certified mail, the third day on which regular United States mail delivery service is provided after the day of mailing or, if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

Borrower: Aquarium of the Pacific
320 Golden Shore, Suite 100
Long Beach, CA 90802
Attn: President

Lender: City of Long Beach
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802
Attention: City Manager

5.6 No Third-Party Beneficiary. This Agreement is for the sole benefit of Lender and Borrower, and is not for the benefit of anyone else. All conditions to Lender's obligation to approve any requisition of Borrower requesting disbursement from the Project Fund are solely for Lender's benefit. No other person or entity shall have standing to require satisfaction of those conditions or be deemed to be the beneficiary of those conditions.

5.7 Governing Law. This Agreement shall be construed and be enforceable according to the laws of the State of California for all purposes.

5.8 Time Is of the Essence. Time is of the essence with respect to all obligations of Borrower under this Agreement.

5.9 Severability. If any provision of this Agreement, or the application of it to any party or circumstance, is held void, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to other parties or circumstances, shall not be affected thereby, the provisions of this Agreement being severable in any such instance.

5.10 Loan Subject to Bond Closing. Lender's obligation to fund the Loan is conditioned upon the issuance of the Bonds. If the Bonds do not close and/or are not issued for any reason whatsoever on or prior to December 15, 2017, then this Agreement shall immediately and automatically terminate and neither party shall have any further obligations to the other hereunder.

5.11 Exhibits. The following exhibit is attached to and a part of this Agreement: Exhibit "A" - Description of the Property.

IN WITNESS WHEREOF, Borrower and Lender have executed and delivered this Loan Agreement as of the date first written above.

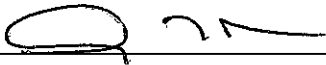
"Borrower"

AQUARIUM OF THE PACIFIC,
a California nonprofit public benefit
corporation

By: _____

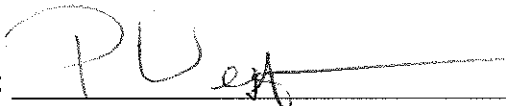
Name: _____

Title: _____

By: 
Name: Anthony T Braun
Title: CFO / VP OF FINANCE

"Lender"

CITY OF LONG BEACH, CALIFORNIA, a
municipal corporation

By: 

Patrick H. West

City Manager

Approved as to form this 13 day of
November, 2017.

CHARLES PARKIN, City Attorney

By: 

Deputy

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL M (AQUARIUM SITE):

THAT PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911 CHAPTER 676, PAGE 1304, AS AMENDED, LYING IN SAID CITY, COUNTY OF LOS ANGELES, SAID STATE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF PINE AVENUE (NORTH) AND SEASIDE WAY, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 14039, RECORDED APRIL 12, 1983, IN BOOK 161, PAGES 3 THROUGH 5, RECORDS OF SAID COUNTY, THENCE SOUTH 89 DEGREES 51' 47" WEST 5.00 FEET ALONG THE CENTERLINE OF SAID SEASIDE WAY (SHOWN AS SOUTH 89 DEGREES 52' 02" WEST ON SAID PARCEL MAP) TO THE INTERSECTION OF PINE AVENUE (SOUTH) WITH SEASIDE WAY AS ESTABLISHED NOVEMBER 12, 1991, PER DRAWING NO. C-5271, SHEET 5, ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF LONG BEACH; THENCE ALONG THE CENTERLINE OF SAID PINE AVENUE SOUTH 0 DEGREES 05' 17" EAST 737.01 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY 134.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 46' 46", THENCE SOUTH 25 DEGREES 41' 29" WEST 167.74 FEET TO THE INTERSECTION OF SAID PINE AVENUE (SOUTH) AND THE HORIZONTAL CONTROL LINE FOR SHORELINE DRIVE WESTBOUND, SAID INTERSECTION HAVING THE COORDINATES NORTH 4,026,194.76; EAST 4,229,710.80 OF ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM, NAD 27, AS SHOWN ON DRAWING NO. H207, SHEET 32, ON FILE IN THE OFFICE OF SAID CITY ENGINEER; THENCE SOUTH 25 DEGREES 41' 29" WEST 32.00 FEET TO THE INTERSECTION OF PINE AVENUE (SOUTH) AND THE HORIZONTAL CONTROL LINE FOR SHORELINE DRIVE EASTBOUND; THENCE CONTINUING ALONG SAID SHORELINE DRIVE EASTBOUND HORIZONTAL CONTROL LINE NORTH 64 DEGREES 18' 31" WEST 121.56 FEET TO THE

BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2032.00 FEET; THENCE NORTHWESTERLY 133.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3 DEGREES 45' 31" TO A TANGENT LINE; THENCE NORTH 60 DEGREES 33' 00" WEST 368.08 FEET TO THE INTERSECTION OF THE SHORELINE DRIVE EASTBOUND HORIZONTAL CONTROL LINE WITH THE CENTERLINE OF THE PROPOSED AQUARIUM ROADWAY; THENCE ALONG SAID CENTERLINE OF THE PROPOSED AQUARIUM ROADWAY SOUTH 29 DEGREES 27' 00" WEST 90.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 358.07 FEET; THENCE SOUTHWESTERLY 334.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 34' 40" TO A TANGENT LINE; THENCE SOUTH 83 DEGREES 01' 40" WEST 163.03 FEET; THENCE NORTH 56 DEGREES 42' 21" WEST 183.37 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 121.08 FEET; THENCE ALONG A RADIAL LINE TO SAID CURVE SOUTH 33 DEGREES 17' 39" WEST 35.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT HAVING COORDINATES NORTH 4,026,254.86; EAST 4,228,501.67 OF SAID COORDINATE SYSTEM; THENCE SOUTH 56 DEGREES 42' 21" EAST 104.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY 18.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 56' 38" TO THE BEGINNING OF REVERSE CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY 154.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88 DEGREES 47' 31" TO A NON-TANGENT LINE; THENCE SOUTH 25 DEGREES 38' 58" EAST 85.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 435.00 FEET TO WHICH POINT A RADIAL OF LAST SAID CURVE BEARS NORTH 34 DEGREES 18' 13" WEST; THENCE SOUTHWESTERLY AND SOUTHERLY 524.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69 DEGREES 06' 01" TO A NON-TANGENT LINE; THENCE SOUTH 76 DEGREES 35' 46" WEST 21.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 133.33 FEET TO WHICH POINT OF CUSP A RADIAL OF LAST SAID CURVE BEARS SOUTH 72 DEGREES 13' 19" EAST; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY 341.80 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 146 DEGREES 52' 56" TO A NON-TANGENT LINE; THENCE NORTH 90 DEGREES 00' 00" WEST 107.56 FEET TO A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 153.00 FEET AND FROM WHICH POINT A RADIAL BEARS SOUTH 75 DEGREES 05' 02" EAST; THENCE NORTHERLY 46.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 16' 39" TO A TANGENT LINE; THENCE

NORTH 2 DEGREES 21' 41" WEST 30.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 355.88 FEET; THENCE NORTHERLY AND NORTHEASTERLY 184.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 47' 00" TO A TANGENT LINE; THENCE NORTH 27 DEGREES 25' 19" EAST 181.12 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 265.00 FEET; THENCE NORTHEASTERLY 60.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 02' 42" TO A TANGENT LINE; THENCE NORTH 14 DEGREES 22' 37" EAST 188.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 86.08 FEET; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY 163.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108 DEGREES 55' 02" TO THE TRUE POINT OF BEGINNING.

PROMISSORY NOTE

\$10,190,000

November 15, 2017

Long Beach, California

FOR VALUE RECEIVED, the undersigned, AQUARIUM OF THE PACIFIC, a California nonprofit public benefit corporation ("Borrower"), hereby promises to pay to the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation ("Lender"), or order, the principal sum of Ten Million One Hundred Ninety Thousand Dollars (\$10,190,000) together with interest on the unpaid principal balance of this Note (the "Loan") from time to time outstanding at an annual rate as set forth below from the date of issuance of Lender's Tidelands Revenue Bonds, Series 2017A (Aquarium of the Pacific Project) (the "Bonds") until fully paid. All payments on this Note shall be remitted to Lender at 333 West Ocean Boulevard, 6th Floor, Long Beach, California 90802, Attention: Director of Financial Management, or at such other place as Lender may from time to time designate in writing to Borrower. Lender is funding the loan evidenced by this Note (the "Loan") using proceeds of the Bonds, which are being issued by Lender pursuant to that certain Indenture of Trust, dated as of November 1, 2017 ("Trust Indenture"), between Lender and U.S. Bank National Association, as trustee. This Note evidences the loan made by Lender to Borrower (the "Loan") pursuant to the Loan Agreement, dated as of November 15, 2017, between Lender and Borrower (the "Loan Agreement").

1. Interest. Interest on the unpaid principal balance of this Note will accrue at an annual rate as described in Exhibit A hereto and incorporated herein.

2. Payment. All sums due under this Note are payable in lawful money of the United States. Wire transfers constitute payment only when received, and checks constitute payment only when collected.

3. Method of Calculating Interest. Interest shall be computed based on a 360-day year and the actual number of days elapsed. Borrower acknowledges that interest computed based on a 360-day year is greater than interest computed based on a 365-day year.

4. Payment of Principal and Interest. Principal and interest shall be payable in accordance with the payment schedule attached as Exhibit A hereto ("Payment Schedule"). Payments shall be due on the dates noted in the Payment Schedule. Notwithstanding Section 8,

the entire unpaid indebtedness (both principal and interest) evidenced by this Note shall be due and payable on October 15, 2027 (subject to acceleration, the "Maturity Date"). Each payment under this Note shall be credited in the following order (a) costs, fees, charges, and advances paid or incurred by Lender or payable to Lender under any provision of the Loan Documents (as defined in the Loan Agreement) in such order as Lender, in its sole and absolute discretion, elects; (b) interest payable under this Note; and (c) principal payable under this Note. Borrower and Lender acknowledge and agree that the payment obligations of Borrower under this Note are intended to generally match the payments due on the Bonds (but with interest hereon at the interest rate specified in Section 1, rather than at the interest rate on the Bonds); and that, therefore (i) Lender may require changes to the interest rate and/or the Payment Schedule in order to reasonably reflect the actual payment obligations of Lender on the Bonds, and (ii) Borrower shall only have the right to prepay unpaid principal of this Note to the extent that Lender has the right to optionally redeem a like amount of principal of the Bonds under the Trust Indenture.

5. Default. Upon the occurrence and continuation of an Event of Default (as defined in the Loan Agreement), Lender may, at its option, declare this Note (including, without limitation, all accrued and unpaid interest and principal) due and payable immediately regardless of the Maturity Date, and Lender may exercise such other remedies as are available to Lender under the Loan Agreement. Borrower expressly waives notice of the exercise of this option.

6. Late Charge. Borrower acknowledges that default in the payment of any sum due under this Note will result in losses and additional expenses to Lender in servicing the indebtedness evidenced by this Note, handling such delinquent payments, and meeting its other financial obligations. Borrower further acknowledges that the extent of such loss and additional expenses is extremely difficult and impractical to ascertain. Borrower therefore agrees that, if any payment due under this Note is not made when due, a charge equal to the greater of (a) five percent (5%) of the regularly scheduled payment or (b) One Thousand Dollars (\$1,000), would be a reasonable estimate of expenses so incurred (the "Late Charge"). If any payment is not received when due, Borrower shall pay the Late Charge to Lender (without prejudicing or affecting any other rights or remedies of Lender) as liquidated damages to cover expenses incurred in handling such delinquent payment.

7. Interest on Default. From and after the Maturity Date (either according to the terms of this Note or as the result of an acceleration), the entire unpaid principal balance of this Note shall automatically bear interest at a rate (instead of the rate specified in Section 1) equal to the

lesser of (a) ten percent (10%) or (b) the maximum interest rate allowed by law (the "Default Rate").

8. Failure to Pay Scheduled Payments. If any payment specified in the Payment Schedule is not paid when due, the unpaid amount shall be added to the payment due on the next Payment Date shown in the Payment Schedule, and such scheduled but unpaid amount shall not continue to or otherwise bear interest, subject to Section 7.

9. Attorney Fees. Borrower agrees to pay upon demand the following costs, expenses, and attorney fees paid or incurred by Lender: (a) costs of collection and costs, expenses, and attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; (b) costs, expenses, and attorney fees paid or incurred in connection with representing Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Note; and (c) costs of suit and such sum as a court of competent jurisdiction may adjudge as attorney fees in any action to enforce payment of this Note or any part of it or to enforce the provisions of the Loan Agreement, and interest shall accrue on any such amounts as provided in Section 4.6 of the Loan Agreement.

10. Waiver. Borrower, endorsers, and all other persons liable or to become liable on this Note waive (a) presentment, protest, and demand; (b) notice of protest, demand, and dishonor; and (c) all other notices or matters of a like nature.

11. Notice. Any notice required to be provided in this Note shall be given in writing and shall be sent (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service, marked for next day business delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated below in this Section or to such other address as a party may designate by written notice to the other. All notices shall be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery; or (c) if sent by certified mail, the third day on which regular United States mail delivery service is provided after the day of mailing or, if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

Borrower: Aquarium of the Pacific
320 Golden Shore, Suite 100
Long Beach, CA 90802
Attn: President

Lender: City of Long Beach
333 West Ocean Boulevard., 13th Floor
Long Beach, CA 90802
Attention: City Manager

12. Loan Documents. In addition to this Note, the Loan is evidenced by and subject to the terms of the Loan Agreement and the other Loan Documents.

13. Forbearance Not a Waiver. If Lender delays in exercising or fails to exercise any of its rights under this Note, that delay or failure shall not constitute a waiver of any Lender rights hereunder or under the other Loan Documents, or of any breach, default, or failure of condition under this Note or under the other Loan Documents. No waiver by Lender of any of its rights or of any such breach, default, or failure of condition shall be effective, unless the waiver is expressly stated in a writing signed by Lender.

14. Assignment. This Note inures to and binds the heirs, legal representatives, successors, and assigns of Borrower and Lender; provided, however, that Borrower may not assign this Note or any proceeds of it, or assign or delegate any of its rights or obligations, without Lender's prior written consent in each instance, which consent may be withheld in Lender's sole and absolute discretion. Lender in its sole discretion may transfer this Note, and may sell or assign participations or other interests in all or any part of this Note, all without notice to or the consent of Borrower.

15. Governing Law. This Note shall be construed and enforceable according to the laws of the State of California for all purposes.

16. Usury. All agreements between Borrower and Lender are expressly limited, so that in no event or contingency, whether because of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance, or retention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances, fulfillment of any provision of this Note or the Loan Agreement or any other

agreement pertaining to this Note, after timely performance of such provision is due, shall involve exceeding the limit of validity prescribed by law that a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity. If, under any circumstances, Lender shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to reduce the unpaid principal balance under this Note and not to pay interest, or, if such excessive interest exceeds the unpaid principal balance under this Note, such excess shall be refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and Lender.

17. Time Is of the Essence. Time is of the essence with respect to all obligations of Borrower under this Note.

18. Waiver of Statute of Limitations. The pleading of any statute of limitations as a defense to the obligations evidenced by this Note is waived to the fullest extent permissible by law.

19. Severability. If any provision of this Note, or the application of it to any party or circumstance, is held void, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Note, and the application of such provision to other parties or circumstances, shall not be affected thereby, the provisions of this Note being severable in any such instance.

20. Representation on Use of Proceeds. Borrower represents and warrants to Lender that the proceeds of the Loan evidenced by this Note will be used solely as required by the Loan Agreement.

21. Loan Subject to Bond Closing. Lender's obligation to fund the Loan evidenced by this Note is conditioned upon the issuance of the Bonds. If the Bonds do not close and/or are not issued for any reason whatsoever on or prior to [December 15], 2017, then this Note shall immediately and automatically terminate and neither party shall have any further obligations to the other hereunder.

[signatures on following page]

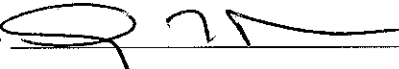
"Borrower"

AQUARIUM OF THE PACIFIC,
a California nonprofit public benefit
corporation

By: _____

Name: _____

Title: _____

By:  _____

Name: ANTHONY T BLAW

Title: 11/19/2017

EXHIBIT A

PAYMENT SCHEDULE

PROMISSORY NOTE

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LOAN PAYMENT SCHEDULE

Period Ending	Principal	Coupon	Interest	Total Debt Service	Principal Balance	0.50% City Allocation	Total Payment
10/15/2018			195,663.00	195,663.00	10,190,000.00	48,968.61	244,631.61
10/15/2019			203,580.00	203,580.00	10,190,000.00	50,950.00	254,530.00
10/15/2020	1,200,000.00	1.35%	203,580.00	1,403,580.00	8,990,000.00	50,950.00	1,454,530.00
10/15/2021	1,215,000.00	1.55%	187,380.00	1,402,380.00	7,775,000.00	44,950.00	1,447,330.00
10/15/2022	1,235,000.00	1.75%	168,547.50	1,403,547.50	6,540,000.00	38,875.00	1,442,422.50
10/15/2023	1,255,000.00	1.90%	146,935.00	1,401,935.00	5,285,000.00	32,700.00	1,434,635.00
10/15/2024	1,280,000.00	2.10%	123,090.00	1,403,090.00	4,005,000.00	26,425.00	1,429,515.00
10/15/2025	1,305,000.00	2.25%	96,210.00	1,401,210.00	2,700,000.00	20,025.00	1,421,235.00
10/15/2026	1,335,000.00	2.40%	66,847.50	1,401,847.50	1,365,000.00	13,500.00	1,415,347.50
10/15/2027	1,365,000.00	2.55%	34,807.50	1,399,807.50	-	6,825.00	1,406,632.50
	10,190,000.00		1,426,640.50	11,616,640.50		334,168.61	11,950,809.11

EXHIBIT A
TENTH AMENDED AND RESTATED BYLAWS

**TENTH AMENDED AND RESTATED BYLAWS
OF AQUARIUM OF THE PACIFIC**
a California Non-Profit Public Benefit Corporation

These Tenth Amended and Restated Bylaws of Aquarium of the Pacific, a California non-profit public benefit corporation ("Corporation"), shall be effective as of October 27, 2017, subject to the written consent of the City of Long Beach (the "City"), based on the following:

RECITALS

WHEREAS, the Corporation is presently existing pursuant to those certain Ninth Amended and Restated Bylaws of Aquarium of the Pacific, dated as of January 26, 2017 (the "Existing Bylaws");

WHEREAS, the Board of Directors of the Corporation (the "Board of Directors") desire to amend the Existing Bylaws and restate them in their entirety; and

WHEREAS, capitalized terms used in these Bylaws and not otherwise defined shall have the meaning ascribed thereto in that certain Lease Agreement, dated as of April 1, 2001, between the Corporation and Long Beach Bond Finance Authority (the "Authority"), as amended by that certain First Amendment to Lease Agreement, dated as of March 1, 2012, by and between the Authority and the Corporation (collectively, the "Lease"), unless the context requires otherwise.

Based on the foregoing, and in accordance with provisions contained herein, the Board of Directors of the Corporation hereby adopts these Tenth Amended and Restated Bylaws as hereinafter set forth:

ARTICLE I

PURPOSES; PRINCIPAL OFFICE; AND NO MEMBERS

Section 1.1. Objectives and Purposes. The Corporation is organized and operated exclusively for (a) educational, scientific, and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") and consistent with the Corporation's mission statement as approved by the Board of Directors and (b) to assist the City in fulfilling its governmental purposes by acting as an instrumentality or integral part of the City, within the meaning of Section 141 of the Internal Revenue Code. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation, the contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise permitted in accordance with Section 501(h) of the Internal Revenue Code, as that section now exists or may subsequently be amended, or the corresponding provisions of subsequent amendments to the Internal Revenue Code), and the Corporation shall not participate or intervene in any political campaign (including the publication or distribution of statements) on behalf of any candidate for public office.

On the dissolution or winding up of the Corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this Corporation shall be distributed to the City.

Section 1.2. Principal Office. The principal business office of the Corporation is located at 100 Aquarium Way, Long Beach, in Los Angeles County, California 90802. The principal executive office of the Corporation is located at 320 Golden Shore, Suite 100, Long Beach, California 90802. The Board of Directors of the Corporation is hereby granted full power and authority to change the Corporation's principal executive office or principal business office at its discretion. Any such change shall be noted in the bylaws of the Corporation by the Secretary of the Corporation.

Section 1.3. No Members. The Corporation shall have no voting members within the meaning of California Nonprofit Public Benefit Corporations Law ("Nonprofit Corporation Law"). The Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board finds appropriate.

ARTICLE II

DIRECTORS

Section 2.1. Number. The Corporation shall not have less than five (5) nor more than fifty (50) directors ("Directors") until changed by amendment to these Bylaws, but in no event shall there be less than one (1) Director. The exact number of Directors shall be fixed within such limits by resolution adopted by the Corporation's Board of Directors.

Section 2.2. Powers. Subject to the provisions and limitations of the Nonprofit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation for this Corporation or these Bylaws, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 2.3. Duties. Without limiting the generality of the foregoing powers, but with the same limitations and those limitations imposed pursuant to Section 13.3 hereof, it shall be the duty of the Directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this Corporation, or by these Bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation;
- (c) Provide oversight of the President;
- (d) Incur indebtedness on behalf of the Corporation;
- (e) Change the principal executive office or the principal business office of the Corporation in California from one location to another and/or cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country;
- (f) Meet at such times and places as required by these Bylaws;

- (g) Register their addresses with the Secretary of the Corporation;
- (h) Approve this Corporation's annual budget; and
- (i) Approve this Corporation's investment policy.

Section 2.4. Election of Directors. Directors shall be elected at the annual meeting of the Board of Directors. However, any Directors not so elected may be elected at any special or regular meeting of the Board of Directors. Directors shall, in all cases, be elected only upon the affirmative majority vote of Directors then in office at the relevant meeting in which a quorum of such Directors is present. Past Chairpersons of the Board of Directors shall serve as honorary, non-voting members of the Board of Directors without restriction as to term; provided however that, should any past Chairperson indicate to the Board of Directors his or her interest in serving as a Director, such Chairperson shall be eligible for nomination for election as a Director, with the full powers and duties provided in these Bylaws, in accordance with the terms of this Section 2.4.

Notwithstanding any other provision of these Bylaws, a person may only serve on the Board of Directors if the consent of the City is obtained. Once the City has consented to a Director, a Director may serve his or her term in accordance with these Bylaws. If the consent of the City is denied with respect to a prospective Director, the Board of Directors shall consult with the City and propose another prospective Director or Directors. If an acceptable candidate has not been identified, approved by the Board of Directors and consented to by the City within 120 days of the denial of City consent with respect to the first candidate for that Director position, the City shall have the right, at its sole discretion, to appoint a person to fill that Director position.

Section 2.5. Terms of Office. Subject to Section 2.4 herein, the terms of the Directors shall be staggered, and persons serving as Directors as of May 2001 shall serve one (1), two (2) or three (3) year terms. Subsequent terms and terms for new Board members shall be for three (3) years. Directors shall hold office until the expiration of the term for which elected. The Board of Directors shall give written annual notice to the City regarding when each Director's term is to expire and when Directors are removed or resign from the Board of Directors.

Section 2.6. Chairman of the Board and Other Officers of the Board. The Board of Directors shall elect a Chairperson, Vice-Chairperson(s), a Secretary, and any other officers of the Board that it deems appropriate. Notwithstanding the terms prescribed for Directors in Section 2.5, such officers shall serve one (1) year terms or until he or she shall resign, be removed, or otherwise be disqualified to serve, or until his or her successor is elected. Such officers shall be elected by a majority vote of the Board of Directors at the annual meeting in the year in which such officer's term of office expires. An officer of the Board of Directors may serve up to three (3) consecutive terms in the same office (the "Term Limit"). Additional one (1) year consecutive terms beyond the Term Limit may be authorized for an officer by a two-thirds (2/3) vote of the Directors then in office.

(a) The Chairperson shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these Bylaws.

(b) The Vice-Chairpersons shall serve in the capacities designated by the Board of Directors, and exercise and perform such powers necessary to carry out such responsibilities. In the

absence or disability of the Chairperson, the Vice-Chairperson designated by the Board of Directors shall perform the duties of the Chairperson.

(c) The Secretary shall (i) certify and keep at the principal executive office of the Corporation the original, or a copy of these Bylaws as amended or otherwise altered to date, (ii) keep at the principal executive office of the Corporation or at such other place as the Board of Directors may determine, a record of minutes of all meetings of the Board of Directors, and, if applicable, meetings of committees of Directors, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, (iii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, and (iv) in general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

Section 2.7. Vacancies. Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any Director, (2) when the number of currently elected Directors is less than the number of authorized Directors, and (3) whenever the number of currently elected Directors is equal to the number of authorized Directors and the number of authorized Directors is increased.

The Nominating Committee, if any, shall recommend to the Board of Directors those individuals the Board of Directors should consider to fill any vacancies on the Board of Directors, including the term on the Board of Directors such person shall serve. Any Director elected to replace a Director who has resigned, died, or been removed shall serve the balance of such Director's term. Vacancies on the Board of Directors shall be filled by approval of the Board or, if the number of Directors then in office is less than a quorum, by (1) the unanimous written consent of the Directors then in office, (2) the affirmative vote of a majority of the Directors then in office at a meeting held pursuant to notice or waivers of notice complying with this Article of these Bylaws, or (3) a sole remaining Director; provided, a person may only serve on the Board of Directors if the consent of the City is received.

Section 2.8. Removal of Directors. The Board of Directors and/or the City may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the Nonprofit Corporation Law. Directors may be removed with or without cause by a two-thirds (2/3) vote of the Directors then in office, provided that the consent of the City to such removal is obtained.

In addition, the City shall have the right to immediately remove any and all Directors and to appoint any and all replacements for those Director positions in the following circumstances: (1) if the Board of Directors or the Corporation fail to comply in any material respect with the provisions of these Bylaws, (2) if there is a "major deviation" within the meaning of Section 13.2 of these Bylaws, and/or (3) there are transfers from City to the Authority pursuant to that certain City Pledge Agreement, dated as of March 1, 2012, by and between the Authority and the City ("City Pledge Agreement"), in any five (5) years of any seven (7) year period; provided that the provision set forth in clause (3) of this Section 2.8 shall terminate and no longer be in force and effect at any time at the election of the Corporation upon delivery by the Corporation to the Authority, the City and the Trustee of an Opinion of Bond Counsel pursuant to Section 3.3.6 of that certain Tax Certificate and Agreement by and among the Authority, the City and the Corporation dated April 3, 2012 to the effect that the expiration of the

provision set forth in clause (3) of this Section 2.8 shall have no adverse effect on the exclusion of interest on the Series 2012 Bonds. Any such right of the City to remove and appoint Directors shall not lapse until the circumstance causing such right has been remedied to the satisfaction of the City. For purposes of this Section, any failure to comply with the provisions of Section 2.4, 2.8, 9.1, 10.1, 11.1, 13.2 (other than immaterial breaches of notice requirement in such sections) or 13.3 of these Bylaws shall be considered material. Nothing in the preceding sentence shall limit the right of City to remove and appoint Directors for material failure to comply with other provisions of these Bylaws. Any Directors so removed shall be replaced, as soon as possible, in accordance with the provisions of Section 2.4; in the event there are insufficient Directors available to elect new Directors pursuant to Section 2.4 after a removal by the City, the City shall appoint such new Directors.

Any Director may resign effective upon giving written notice to the Chairperson of the Board of Directors or the Secretary unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the California Attorney General and the City.

Section 2.9. Compensation. Directors shall serve without compensation, except that they shall be allowed and paid their actual and necessary expenses incurred in attending Directors meetings. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties.

Section 2.10. Self-Dealing/Conflicts of Interest. The Board of Directors shall adopt and enforce a policy on conflicts of interest and self-dealing that requires the disclosure by all Directors, officers and other persons in a position to influence corporate decisions of actual and potential conflict of interest and that will ensure that no person holding such a position will be permitted to vote on any issue, motion, or resolution that directly or indirectly inures to his or her benefit financially or with respect to which he or she shall have any other conflict of interest, except that such individual may be counted in order to qualify a quorum and, except as the Board of Directors may otherwise direct, may participate in a discussion of such an issue, motion, or resolution if he or she first discloses the nature of his or her interest.

No more than forty-nine percent (49%) of the persons serving on the Board of Directors may be "interested persons." For purposes of this Section 2.10, an interested person is (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director in his or her capacity as Director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation.

Section 2.11. Annual Meetings. The Board of Directors shall hold its annual meeting within three (3) months following the end of each fiscal year of the Corporation at a time and place to be determined by the Board of Directors. At least ten (10) days prior, written notice to the Board of Directors and the City of each annual meeting, including the time and place of such meeting, shall be given by the Secretary upon the Secretary being advised of the time and place by the Chairperson of the Board of Directors. The notice required under this Section 2.11 may be provided by facsimile or e-mail transmission.

Section 2.12. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall be determined from time to time by the Board of Directors. By a resolution passed at any annual, regular, or special meeting of the Board of Directors, regular meetings of the Board of Directors may be then held without notice to the Directors of the date, time, place or purpose of the meeting, except that Directors absent from any meeting at which a subsequent meeting is scheduled must be notified of the date, time, place, and purpose of the subsequent meeting. In any event, at least ten (10) days prior written notice to the City, which notice may be given by facsimile or e-mail transmission to the City, of any regular meeting shall be given by the Secretary upon the scheduling of such regular meeting. Attendance of a Director or representative(s) of the City at any regular meeting shall constitute a waiver of notice of such meeting, except where such Director or the City objects (at the beginning of such meeting) to the transaction of any business because such meeting is not lawfully called or convened.

Section 2.13. Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson of the Board of Directors or any five (5) Directors (or a majority of Directors if the Board of Directors consists of less than five (5) Directors). The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding them and shall provide at least two (2) days' written notice, which notice may be given by facsimile or e-mail transmission to each Director and the City, or by personally advising each Director and the City by telephone. Notice of all such meetings shall specify the place, day and hour of the meeting.

Section 2.14. [Intentionally Omitted.]

Section 2.15. Waiver of Notice and Consent to Holding Special Meetings. The transactions of any special meeting of the Board of Directors, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each of the City and each Director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.16. Quorum for Meetings. A quorum shall consist of a majority of the Board of Directors currently elected and serving. In no event shall the Bylaws be amended to establish a quorum that is either less than one-fifth (1/5) of the authorized number of Directors or fewer than two (2) Directors, whichever is larger, unless there is only one Director, in which event quorum shall consist of that one Director.

Section 2.17. Majority Action as Board Action. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this Corporation, or provisions of the Nonprofit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212); approval of contracts or transactions in which a Director has a material financial interest (Section 5233); mutual directors and voidability of contracts or transactions (Section 5234); compensation and liability for unreasonable amount (Section 5235); and indemnification of directors (Section 5238(e)), require a greater percentage or different voting rules for approval of a matter by the Board of Directors.

Section 2.18. Conduct of Meetings. Meetings of the Board of Directors shall be presided over by the Chairperson of the Board of Directors, or, if no such person has been so designated or, in

his or her absence, by the Vice Chairperson designated by the Board of Directors or, in the absence of each of these persons, by a chairperson chosen by a majority of the Directors present at the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the meeting. Representative(s) of the City shall be invited and allowed to attend all meetings of the Board of Directors, subject to the reasonable right of the Board of Directors to meet in extraordinary closed session (without City representatives or others in attendance) upon prior notice to the City (which need not be in writing) identifying the topic(s) to be discussed and the extraordinary circumstances supporting the session. No more than four (4) such sessions (excluding sessions relating to the attorney-client privilege, which shall not be so limited) shall be conducted in any one calendar year without the consent of the City.

Meetings shall be governed by Robert's Rules of Order as such rules may be revised from time to time or by such other rules as may be adopted by the Board of Directors, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this Corporation, or with provisions of law.

A majority of the Directors present may adjourn any meeting of the Board of Directors to another time and place; quorum and supermajority vote requirements shall be inapplicable for this purpose.

Section 2.19. Action by Unanimous Written Consent Without Meeting. Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the Board of Directors shall individually or collectively consent in writing to such action following prior notice to the City of the proposed action. For the purposes of this Section only, "all members of the Board of Directors" shall not include any "interested director" as defined in Section 5233 of the Nonprofit Corporation Law. Such written consent or consents of the Directors shall be filed with the minutes of the proceedings of the Board of Directors and with the City. Such action by written consent shall have the same force and effect as the unanimous vote of the Directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken without a meeting by unanimous written consent of the Board of Directors, following prior notice to the City, and that the Bylaws of this Corporation authorize the Directors to so act and such statement shall be prima facie evidence of such authority.

ARTICLE III

INDEMNIFICATION

Section 3.1. Non-Liability of Directors or the City. Neither the Directors nor any person acting for or on behalf of the City shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 3.2. Indemnification by Corporation of Directors, City, Officers, Employees and Other Agents. To the extent that a person who is, or was, a director, officer, employee or other agent of this Corporation, or a person acting for or on behalf of the City, has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the Corporation, or has been successful in defense of any claim, issue or matter, therein, such person shall

be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this Corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the Nonprofit Corporation Law.

To the fullest extent permitted by law and except as otherwise determined by the Board of Directors in a specific instance, expenses incurred by a person seeking indemnification in defending any proceeding covered by this Section 3.2 shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 3.3. Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this Article III, except as provided in Section 3.1, in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 3.4. Insurance For Corporate Agents. The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation (including a Director, officer, employee or other agent of the Corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the Nonprofit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the Nonprofit Corporation Law.

Section 3.5. Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article III does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 1 of this Article V. The Corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by Section 5140 of the Nonprofit Corporation Law.

ARTICLE IV

COMMITTEES OF THE BOARD OF DIRECTORS

Section 4.1. Committees of the Board of Directors. The Board of Directors may create one or more committees, each consisting of two or more Directors, and delegate to such committees any of the authority of the Board of Directors, except with respect to the following:

- (a) The filling of vacancies on the Board of Directors or on any committee of the Board of Directors;
- (b) The determination of the amount of any reimbursement of the Directors for serving on the Board of Directors or on any committee;
- (c) The amendment or repeal of these Bylaws or the adoption of new bylaws;
- (d) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- (e) The appointment of other committees of the Board of Directors or the members thereof;
- (f) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected; and
- (g) The approval of any self-dealing transaction except as provided in paragraph (3) of subdivision (d) of Section 5233 of the Nonprofit Corporation Law.

The Chairperson of the Board of Directors may recommend to the Board of Directors the committees to be created by the Board of Directors and those Directors whom he or she recommends to serve on such committees. Any committee recommended by the Chairperson, and any other committee must be created, and the members thereof appointed, by resolution adopted by a majority of the number of Directors then in office at a meeting at which a quorum is present. Any such committee may be designated by such name as the Board of Directors shall specify. The Board of Directors may appoint one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The Board of Directors shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted.

Section 4.2. Audit Committee. The Board of Directors shall establish an Audit Committee, which shall consist of not less than three (3) Directors, appointed by the Board of Directors. No member of the Audit Committee may be an officer or employee of the Corporation. Members of the Finance Committee may serve on the Audit Committee, provided that members of the Finance Committee shall constitute less than one-half of the membership of the Audit Committee. The Chairman of the Audit Committee shall not serve as a member of the Finance Committee.

The Audit Committee shall assist the Board of Directors in fulfilling its responsibilities for the Corporation's accounting and financial reporting practices and provide a channel of communication

between the Board of Directors and the Corporation's independent auditors. To accomplish the above purposes, the Audit Committee shall (i) subject to Section 13.3, be directly responsible for the appointment, retention and termination of the independent auditors and the independent auditors must report directly to the committee, (ii) be directly responsible for the oversight of the work of the independent auditors, including resolution of disagreements between management and the auditor regarding financial reporting, (iii) confer with the auditor to confirm that the financial affairs of the corporation are in order, including the effectiveness of the Corporation's accounting and internal control functions; (iv) approve any non-audit services performed by the firm conducting the audit, and shall not engage the independent auditors to perform any specific non-audit services prohibited by law or regulation, or which fail to conform with standards for auditor independence set forth in the latest revision of the Government Auditing Standards (the Yellow Book), and (v) review and determine whether to accept the audit. The Audit Committee shall also (A) consider major changes and other major questions of choice regarding the appropriate auditing and accounting principles and practices to be followed when preparing the Corporation's financial statements, (B) report to the Board of Directors on the results of the Audit Committee's activities and recommend to the Board of Directors any changes in the appointment of independent auditors which the Audit Committee may deem to be in the best interests of the Corporation, (C) meet periodically with management to review the Corporation's major financial risk exposures, and (D) have such other powers and perform such other duties as the Board of Directors shall from time to time grant and assign it. The Board of Directors shall designate one director as Chairman of the Audit Committee. The Audit Committee shall be responsible for any other duties specifically delegated to it by the Board.

Section 4.3. Finance Committee. The Board of Directors shall establish a Finance Committee, which shall consist of not less than two (2) Directors, appointed by the Board of Directors. The Finance Committee shall coordinate the Board of Directors' financial oversight responsibilities by overseeing the Corporation's assets, review the annual budget prepared by the corporate staff and recommend it to the full Board of Directors for approval. It shall also monitor budget implementation and financial procedures, review monthly financial reports, and subject to the Board of Directors' discretion, manage the Corporation's investments. The Finance Committee shall be responsible for any other duties specifically delegated to it by the Board.

Section 4.4. Human Resources and Compensation Committee. The Board of Directors shall establish the Human Resources and Compensation Committee, which shall consist of not less than three (3) Directors appointed by the Board of Directors; provided, that the Chairperson of the Board of Directors shall be a member of the Human Resources and Compensation Committee. No member of the Human Resources and Compensation Committee may be an officer or employee of the Corporation; provided that the Chairperson of the Board of Directors shall be a member of the Human Resources and Compensation Committee. The Human Resources and Compensation Committee shall coordinate the Board of Directors' compensation oversight responsibilities by overseeing the compensation process for the Corporation's executives, specifically the President and the Chief Financial Officer, and in each such case, subject to approval by the Executive Committee and final ratification by the Board of Directors. The Human Resources and Compensation Committee shall (i) oversee the Executive Compensation Philosophy (the "Philosophy") and make recommendations to the Board of Directors with respect to changes to the Philosophy, (ii) review and approve annual goals and objectives and evaluate the performance of the President and the Chief Financial Officer against said goals and objectives, (iii) determine, review, recommend and submit to the Executive Committee for approval and recommendation for final ratification by the Board of Directors the compensation, including benefits, of the President and Chief Financial Officer utilizing periodic independent compensation reviews to ensure said compensation is just and reasonable, (iv) review and approve compensation of other senior staff, including benefits, in consideration of periodic

independent compensation reviews, and (v) review compliance with current legislation in regards to non-profit compensation. The Human Resources and Compensation Committee shall be given the resources and assistance necessary to discharge its responsibilities including the authority to engage outside advisers as it deems necessary or appropriate. The Human Resources and Compensation Committee shall have the sole authority to retain and terminate any consultant or firm retained to advise the Human Resources and Compensation Committee on matters within its sphere of responsibility, including the sole authority to approve such consultant's or firm's fees and all other retention terms.

Section 4.5. Advisory Committees. The Board of Directors may appoint advisory committees to the Board of Directors who shall not be deemed to be directors, officers or employees of the Corporation and whose functions shall not include participation in the operating management of the Corporation. The advisory committees shall meet at such times as the Board of Directors shall determine. The advisory committee shall consider, advise upon and make recommendations to the Board of Directors and to the Chairperson of the Board with respect to matters of policy relating to the general conduct of the business of the Corporation and with respect to such questions relating to the conduct of the business of the Corporation as may be submitted to it by the Board of Directors or the Executive Committee.

The members of the advisory committees shall hold office for such terms as determined by the Board of Directors, provided that all members of the advisory committees may be removed at any time at the pleasure of the Board of Directors. Additional members or members to fill vacancies may be appointed at any regular or special meeting of the Board of Directors.

Section 4.6. Notice to City. The City shall be notified of all meetings of all committees of the Board of Directors, which meetings representative(s) of the City shall have the right to attend, subject to the limits on attendance at extraordinary closed session described at Section 2.18. Such notification, and the time and place for any such meeting, shall be in a manner designed to be convenient to the City, in accordance with the notice provisions provided in Article II hereof.

ARTICLE V

OFFICERS

Section 5.1. Number Of Officers. The officers of the Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation may also have such other officers as determined by the Board of Directors from time to time. Any number of offices may be held by the same person except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President.

Section 5.2. Qualification, Election, And Term of Office. Other than the President, who shall serve as an ex officio member of the Board of Directors, any person who is not also currently serving as a Director on the Board of Directors may serve as an officer of this Corporation. Officers shall be appointed by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold office until he or she resigns or is removed or otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first, or until the term of any relevant employment contract has expired.

Section 5.3. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority vote of the Board of Directors at any time. Any officer may resign at any

time by giving written notice to the Board of Directors or to the President (if other than the President is resigning) or Secretary (if other than the Secretary is resigning) of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 5.4. Vacancies. Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board of Directors shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board of Directors may or may not be filled, as the Board of Directors shall determine. In the event of a vacancy of the office of President, the City Manager or the designee thereof shall be at his request included as a member of the committee of the Board of Directors responsible for selecting a new President, unless otherwise prohibited by law.

Section 5.5. Duties of President. The President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board of Directors, control the operations of the Corporation, including without limitation the supervision of all officers, agents and employees of the Corporation to assure that their duties are performed properly. The President shall be an ex officio, voting member of the Board of Directors. The City Manager shall be briefed by the Chairman of the Board of Directors or the committee of the Board of Directors appointed to annually review the performance of the President.

The President shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the Corporation, have the authority to execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

In the absence of the President, or in the event of his or her inability or refusal to act, the Board of Directors shall authorize any officer of the Corporation to perform the duties of the President.

Section 5.6. Duties of the Secretary. The Secretary shall keep or cause to be kept, at the Corporation's principal executive office or such other place as the Board of Directors may direct, a record of minutes of all meetings, proceedings, and actions of the Board of Directors and of committees of the Board of Directors. The minutes of meetings shall include the time and place where the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; and the names of persons present at board and committee meetings.

The Secretary shall keep or cause to be kept, at the Corporation's principal office, a copy of the Articles of Incorporation and Bylaws, as amended to date.

The Secretary shall give or cause to be given, notice of all meetings of the Board and of the committees of the Board that these Bylaws require to be given. The Secretary shall have such other powers and perform such other duties as the Board or these Bylaws may require.

Section 5.7. Duties of Chief Financial Officer. Subject to the provisions of Article VI, the Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation. He or she shall have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors, and shall disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements. He or she shall provide access at all reasonable times the books of account and financial records to any Director of the Corporation, to the City, or to their agents or attorneys, on request therefore, and render to the President and Board of Directors, whenever requested, an account of any or all of his or her transactions as Chief Financial Officer and of the financial condition of the Corporation.

In general, the Chief Financial Officer shall perform all duties incident to the office of chief financial officer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors. The Chief Financial Officer will have a dual reporting relationship to the President and the Audit Committee and may only be terminated with the approval of the Audit Committee.

Section 5.8. Compensation. The compensation of the officers, if any, shall be fixed from time to time by the Board of Directors. In all cases, any compensation received by officers of this Corporation shall be reasonable and given in return for services actually rendered for the Corporation, which relate to the performance of the charitable or public purposes of this Corporation.

ARTICLE VI

EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 6.1. Execution of Instruments, Checks and Notes. The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount. Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by those officers of the Corporation authorized by the Board.

Except as limited by these Bylaws and unless otherwise provided by resolution of a majority of Directors then in office, adopted at a meeting at which a quorum is present, any of the President, Chief Financial Officer or other officer authorized by the Board of Directors may, and is hereby authorized to, execute any contract, instrument, check, draft, promissory note, order for the payment of money or other evidence of indebtedness of the Corporation (all of the foregoing, collectively a "Contract"), provided that should any such Contract involve payment by the Corporation of more than \$10,000, such Contract shall be executed by two (2) of the foregoing officers.

Section 6.2. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 6.3. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this Corporation.

ARTICLE VII

CORPORATE RECORDS, REPORTS AND SEAL

Section 7.1. Maintenance of Corporate Records. The Corporation shall keep at its principal executive office in the State of California, and shall provide access to the City upon its request:

(a) Minutes of all meetings of Directors and committees of the Board of Directors indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;

(b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and

(c) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members of the Corporation's Board of Directors at all reasonable times during office hours.

Section 7.2. Corporate Seal. The Corporation does not have a corporate seal.

Section 7.3. Inspection Rights. Every Director and the City shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

Section 7.4. Right To Copy and Make Extracts. Any inspection under the provisions of this Article may be made in person or by agent or attorney, and the right to inspection includes the right to copy and make extracts.

Section 7.5. Annual Report. The Board of Directors shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the Corporation's fiscal year, to all Directors of the Corporation and the City, which report shall contain the following information in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year; and

(e) Any other information required by this Article or the Nonprofit Corporation Law or reasonably requested by the Board of Directors or the City.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

ARTICLE VIII

FISCAL YEAR

Section 8.1. Fiscal Year of the Corporation. The fiscal year of the Corporation shall begin on the first day of January in each year or on such other date that the Board of Directors shall determine with the consent of the City.

ARTICLE IX

AMENDMENT TO BYLAWS

Section 9.1. Amendment. Subject to the Articles of Incorporation of this Corporation and any provision of law applicable to the amendment of Bylaws of nonprofit public benefit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by resolution of a majority of the Directors then in office at a meeting at which a quorum is present, subject to the written consent of the City.

ARTICLE X

AMENDMENT TO ARTICLES

Section 10.1. Amendment of Articles. Amendment of the Articles of Incorporation may be adopted by approval of the Board of Directors, subject to the provisions of the Articles of Incorporation and the written consent of the City.

Section 10.2. Certain Amendments. Notwithstanding the above Sections of this Article, this Corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first Directors of this Corporation, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after the Corporation has filed a "Statement by a Domestic Non-Profit Corporation" pursuant to Section 6210 of the Nonprofit Corporation Law.

ARTICLE XI

PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

Section 11.1. Prohibition Against Sharing Corporate Profits and Assets. No Director, officer, employee, or other person connected with this Corporation, or any private individual, shall

receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation; provided however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the Corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors. No such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the Corporation. In addition, other than in the ordinary course of business, no transfer of property, cash or cash equivalents, can be undertaken without the express written approval of the City, other than in exchange for property or services with an equal or greater fair market value than the property, cash, or cash equivalents transferred. Finally, the Corporation shall not merge or consolidate with any other corporation or sell or convey all or substantially all of its assets to any other person or entity without the express written approval of the City.

ARTICLE XII

MEMBERS

Section 12.1. Determination of Members. This Corporation is organized as one that shall have no members, as authorized under Section 5310 of the Nonprofit Corporation Law. Subject to attaining any approval necessary to comply with the provisions of the Nonprofit Corporation Law and/or maintain the taxes and status of the Corporation under Section 501(c)(3) of the Internal Revenue Code, this provision may be amended at any time to allow for the establishment of one or more classes of memberships by action of the majority of the Directors of the Corporation.

Pursuant to Section 5310(b) of the Nonprofit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this Corporation, required approval by a majority of all members or approval by members, shall only require the approval of the Board of Directors.

ARTICLE XIII

CONSENTS REQUIRED BY AND OTHER MATTERS RELATING TO CITY

Section 13.1. General Matters. Any consent or approval required by the City by these Bylaws shall be made by the City Manager of the City or his or her designee (the "City Manager"). Consent of the City (for purposes of these Bylaws) shall be deemed given upon either (1) actual written consent by the City or (2) receipt by the City Manager of written notice with respect to the matter for which consent is required with no action taken by the City within three weeks of the City Manager's receipt of such notice (unless some other time period is specifically provided for herein). Consent of the City will be denied if, prior to the end of the three week period described in this Section 13.1, the City Manager notifies the Corporation by any reasonable means that the requested consent will not be given.

Section 13.2. City Consent Required For Budget, Reports and Agreements.

(a) Budget submittal. The Corporation will provide to the City on a timely basis, as reasonably determined by the City, any proposed budgets with respect to the finances of the Corporation, and all budgets (annual or otherwise) shall be in a form acceptable to the City. The Corporation will provide access to the City at any reasonable time upon prior notice to all financial

and operational reports and other information produced by or provided to the Corporation requested by the City. The Corporation must obtain the City's consent to (i) the annual budget of the Corporation and (ii) management or operating agreements for the Facility as a whole (i.e., a management or operating agreement for the entire Facility) but not contracts for discrete portions of the Facility, such as food service or gift concession agreements including any material alterations (with respect to such matters) during the fiscal year.

(b) Budget process. The Corporation will coordinate with the City regarding timely submittal of proposed budgets to meet the requirements of the Lease for submittal of an annual approved budget preferably sixty days (60) but at least thirty (30) days prior to each fiscal year. The City agrees it will not withhold its consent to any budget (or budget amendment) solely on the basis of the shortfall of the resulting earnings before interest, taxes, depreciation and amortization ("EBITDA") submitted in good faith by the Corporation and which meets each of the following parameters:

(i) Such budget shall provide for a capital component of Operating and Maintenance Expenses (as defined in the Indenture) equal to the greater of six percent (6%) of prior year actual Operating and Maintenance Expenses, or six percent (6%) budgeted of current year budgeted Operating and Maintenance Expenses;

(ii) Such budget shall provide for Aquarium Operating Revenues at least sufficient to pay (a) all projected Operating and Maintenance Expenses of the Corporation, (b) Section 5.02(c) Rent, and (c) at least \$600,000 to be transferred to the Operating Reserve Fund (as defined in the Indenture) unless and until the Operating Reserve Fund is funded at the Operating Reserve Requirement (as defined in the Indenture). Subject to Section 13.2(b)(iii), Aquarium Operating Revenues available after the payment of (a), (b) and (c) above shall be budgeted: first, as Program Reinvestment Costs; and second, as Additional Section 5.02(c) Rent (as such terms are defined in that certain Amended and Restated Implementation Agreement, dated November 1, 2017, by and between the City and the Corporation, as amended and in effect from time to time);

(iii) The City agrees it will not withhold its consent to any budget (or budget amendment) solely on the basis of the amount of the capital component of Operating and Maintenance Expenses if the budgeted capital component of Operating and Maintenance Expenses is equal to the greater of six percent (6%) of prior year actual Operating and Maintenance Expenses, or six percent (6%) budgeted of current year budgeted Operating and Maintenance Expenses.

(iv) Financial reports shall be provided to the City on a monthly basis in sufficient detail, in a format as determined by the City from time to time and consistent with the capabilities of the Corporation's financial system. The purpose of the reports is to allow the City to reasonably ascertain the financial and budgetary condition of the Corporation. The current format is illustrated by Exhibit 1 and Exhibit 2 attached hereto and may be modified from time to time by the City.

Exhibit 1 is a budgetary status and report which shall be provided by the Corporation to the City on a monthly basis. Within a reasonable time period after the end of the first half of the Corporation's fiscal year and within a reasonable time period after the end of each fiscal year, or upon request of the City, the Corporation shall also provide this report along with management comments and assessments on any significant variance (greater than ten percent

(10%)) and any planned actions as a result.

Exhibit 2 is a general financial report containing activity, balance sheet, and maintenance and capital expenditure information. It is to be provided by the Corporation to the City quarterly. Within a reasonable time period after the end of the first half of the Corporation's fiscal year and within a reasonable time period after the end of each fiscal year, or upon request of the City, the Corporation shall also provide this report along with management comments and assessments on any significant variance (greater than ten percent (10%)) of the admissions or the maintenance and capital expenditure variance and any planned actions as a result.

The actual revenues and expenditures for the annual report (12th month) must substantially tie to the Corporation's official financial reports. A preliminary 12th month report may be issued for timeliness purposes as long as it is followed by an updated one based on audit information.

Nothing in this Section 13.2(b) is intended to limit the City's authority to disapprove the budget for other reasons.

(c) Further Approval. No further approval need be obtained by the Corporation from the City regarding a particular matter described in (a) above if the Corporation previously presented a budget to the City which included the applicable matter and such budget was consented to by the City.

(d) Substantial and Major Deviations. The following sets forth procedures to be followed if there are Substantial Deviations (as defined below) with respect to certain financial benchmarks during any consecutive nine (9) calendar months out of the previous twelve (12) calendar months, inclusive of the month in which such Substantial Deviations occur or, on a projected basis, any nine (9) consecutive calendar months, in each case on a cumulative basis. A Substantial Deviation can be either actual or based on projections of future events. For this purpose, "Substantial Deviation" shall mean (i) a shortfall of Aquarium Operating Revenues exceeding the indicated threshold for the measuring period described in Section 6.3 of the Lease, (ii) failure by Corporation to make any debt service payments to City or other lenders in accordance with applicable documents evidencing such debt, or (iii) a negative deviation, from the most recent agreed upon budget, in the actual or projected financial results of the Corporation in an amount that exceeds the percentages set forth in the chart below.

BENCHMARKS	COVERAGE ⁽¹⁾				
	Lease Inception to September 30, 2002	October 1, 2002 and Thereafter			
	N/A	Less than 1.25% Coverage	1.25% to 1.49% Coverage	1.50% to 1.74% Coverage	1.75% and above Coverage
EBITDA ⁽²⁾	0	10%	15%	20%	25%
Total Capital Expense	0	10%	15%	20%	25%

⁽¹⁾ Coverage of debt service using assumptions in Section 13.2(b)(ii).

⁽²⁾ Earnings before interest, taxes, depreciation, and amortization prepared in accordance with generally accepted accounting principles.

In the event of a Substantial Deviation related to Section 6.3 of the Lease, the Corporation shall follow the remedial steps set forth in said Section. In the event of a Substantial Deviation related to (i) the coverage requirement described in the above table or (ii) debt service payments owed by the Corporation to City or other lenders, the Corporation must obtain City consent to an amended budget that remedies the Substantial Deviation to the satisfaction of the City within thirty (30) days of the action or report that shows or projects such Substantial Deviation. In the event the City rejects the action plan (or none is submitted), at the direction of the City, the Corporation will promptly employ an Independent Consultant approved by the City (such approval not to be unreasonably withheld) to make recommendations as to a revision of the capital expenses, or, with respect to an EBITDA event, revision to rates, fees and charges of the Corporation or the methods of operation of the Corporation that will result in producing EBITDA in such amounts as required by the Budget. Copies of the recommendations of the Independent Consultant shall be filed with the City. The Corporation shall, to the extent feasible, promptly upon its receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, take such action as shall be in conformity with such recommendations. If the Corporation complies in all material respects with the reasonable recommendations of the Independent Consultant in respect to said rates, fees, charges and methods of operation or collection, the Substantial Deviation will be deemed cured for purposes of determining a Major Deviation (as defined below) and of no further effect, provided the City may take the action described in Section 2.8 of these Bylaws in the event of a Major Deviation if the Substantial Deviation continues for two (2) additional consecutive, non-overlapping nine (9)-month periods.

A "Major Deviation" shall mean (i) failure of the Corporation to comply with Section 6.3 of the Lease, (ii) the continuance of a Substantial Deviation with respect to coverage requirements described above for two (2) consecutive, non-overlapping, nine-month periods (without regard to any cure pursuant to this Section 13.2(d)), (iii) failure to make three (3) debt service payments described in Section 13.2(d)(ii) above in any five-year period, or (iv) the failure to obtain City consent to a budget for any fiscal year or any required amendment on a timely basis.

Section 13.3. Other City Requirements. Except as limited by these Bylaws, the City will have reasonable access upon prior notice to any and all Corporation facilities, as well as operational and financial records and reports. The Corporation will maintain financial records in an order and

manner that provides for reasonable research and access by the City. The Corporation will prepare annual financial statements in accordance with Generally Accepted Accounting Principles by dates as directed by the City, which annual financial statements shall include a Statement of Activities breaking out restricted and unrestricted assets and their associated receipts/revenues and disbursements/expenditures. The Corporation will hire an auditor, with the consent of the City Auditor, and shall direct the sole annual financial audit required to be performed in accordance with Generally Accepted Auditing Standards to meet bond or other City defined requirements. The Corporation shall assure that the City Auditor and the City shall have access to the auditor during the course of the audit. The City, at its discretion, may hire professional consultants to conduct studies and reviews of the Corporation and its operations. The City may require the Corporation to prepare and submit to the City from time to time operational or financial information as reasonably requested by the City. Naming rights for the entire Facility shall be subject to the City's consent, which consent shall not be unreasonably withheld, provided rejection of any naming rights arrangement involving companies or products affiliated with the sale of alcoholic beverages or tobacco products shall not be deemed unreasonable. In addition, the Corporation will not enter into any Major Commitments without the prior consent of the City. Major Commitments shall mean contracts, subleases, concession arrangements or other agreements expected to comprise more than ten percent (10%) of Aquarium Operating Revenues or legal commitments of expenditures for a period of five (5) or more years and expected to comprise more than five percent (5%) of Revenues over the term of the Agreement. The Corporation must immediately notify the City of any potential or actual event(s) that have a material and negative operational or fiscal impact on the Corporation. The Corporation must immediately notify the City and the City Auditor in writing of any thefts, embezzlements, or loss of money or property.

Exhibit 1
Form of Budgetary Status and Report
[to come]

Exhibit 2

Form of General Financial Report

[to come]

SECRETARY'S CERTIFICATE OF RESOLUTION TO BORROW MONEY

I, the undersigned, solely in my capacity as Secretary of the Board of Directors of the Aquarium of the Pacific, a California nonprofit public benefit corporation (the "Corporation"), do certify that:

1. I am the acting Secretary of the Board of Directors of the Corporation;
2. The following is a true and correct copy of a Resolution (the "Resolution") adopted by the Corporation's Board of Directors at a properly held meeting, and same remains in full force and effect:

"WHEREAS, the AQUARIUM OF THE PACIFIC (the "Corporation") desires to borrow money in order to fund the Pacific Visions Project;

WHEREAS, the City of Long Beach (the "City") desires to lend the Corporation money in the amount of \$10,240,000 (the "Loan");

WHEREAS, the City desires the Corporation to pledge funds of the Corporation as security for such loan;

WHEREAS, the Board of Directors has been provided with and has carefully reviewed the terms of the documents to be executed in connection with the Loan: the Promissory Note, Loan Agreement and Amended and Restated Implementation Agreement (collectively, the "Loan Documents");

WHEREAS, the Board of Directors deems it in the best interest of the Corporation that the Corporation execute and deliver the Loan Documents;

WHEREAS, the Corporation would like to authorize any two officers of the Corporation (the "Authorized Persons") to sign the Loan Documents and other documents which may be necessary, in any such Authorized Person's sole discretion (such approval to be conclusively evidenced by such Authorized Person's execution of such document), to give effect to the Loan Documents (such other documents, "Ancillary Documents");

THEREFORE BE IT RESOLVED, that the Corporation is hereby authorized to borrow money in the amount of \$10,240,000 from the City pursuant to the Loan Documents;

RESOLVED FURTHER, that as and for security for the Loan, this Corporation is authorized to execute and deliver to the City documents evidencing the pledge of certain funds of the Corporation in a form to be agreed on by the Authorized Persons and the City;



RESOLVED FURTHER, that each of the Authorized Persons is authorized, empowered and instructed, in the name of and on behalf of the Corporation, to execute and deliver the Loan Documents and Ancillary Documents;

RESOLVED FURTHER, that each of the Authorized Persons is authorized and empowered to negotiate, execute and deliver any amendments, supplements, modifications, restatements and other revisions to the Loan Documents that such Authorized Person, in his or her reasonable discretion (such approval to be conclusively evidenced by such Authorized Person's execution of such document), deems necessary or advisable to consummate the Loan or otherwise in connection therewith;

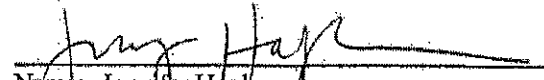
RESOLVED FURTHER, that any and all actions taken and any and all documents executed with regard to the Loan on behalf of the Corporation by any Authorized Person prior to the execution hereof hereby are ratified, authorized and approved; and

RESOLVED FURTHER, that the Secretary of the Board of Directors of the Corporation is directed to certify this resolution and to deliver such certification in support of the authority of the Authorized Persons to act on behalf of this Corporation.”; and

3. The following are true and correct signature exemplars of the Authorized Persons executing the Loan Documents and Ancillary Documents:

Jerry Schubel	President and Chief Executive Officer	
Anthony Brown	Chief Financial Officer	

IN WITNESS WHEREOF, the undersigned Secretary of the Board of Directors of the Corporation has caused this Secretary's Certificate to be executed as of the date first set forth above


Name: Jennifer Hagle
Title: Secretary

AMENDED AND RESTATED IMPLEMENTATION AGREEMENT

This Amended and Restated Implementation Agreement (this "Agreement") is entered into as of November 15, 2017, by and between the City of Long Beach, California, a municipal corporation and chartered city existing under and pursuant to the laws of the State of California (the "City"), and Aquarium of the Pacific, a California nonprofit public benefit corporation (the "Corporation").

RECITALS

WHEREAS, in 2001, in order to refund bonds issued in 1995 by the Long Beach Bond Financing Authority (the "Authority") to provide capital financing for the Aquarium of the Pacific (the "Facility") and to provide additional capital financing for the Facility, the Authority issued \$129,520,000 aggregate principal amount Lease Revenue Refunding Bonds (Aquarium of the Pacific Project) Series 2001 (the "Series 2001 Bonds") pursuant to an Indenture, by and between the Authority and U.S. Bank Trust National Association (predecessor in interest to U.S. Bank, National Association), as trustee, dated as of April 1, 2001; and

WHEREAS, in connection with the issuance of the Series 2001 Bonds, in order to implement terms which the City and the Corporation concluded were reasonably necessary to provide for the expansion and periodic renewal of the Facility, the City and the Corporation entered into an Implementation Agreement, dated as of March 1, 2006, which was subsequently amended by (i) a First Amendment to Implementation Agreement dated as of November 20, 2007, (ii) a Second Amendment to Implementation Agreement dated as of March 1, 2012, and (iii) a Third Amendment to Implementation Agreement dated as of January 24, 2014 (as so amended, the "Original Implementation Agreement"); and

WHEREAS, in 2012, in order to refund the Series 2001 Bonds, the Authority issued its Long Beach Bond Finance Authority 2012 Refunding Revenue Bonds (Aquarium of the Pacific Project), in the aggregate principal amount of \$102,580,000 (the "Series 2012 Bonds"), pursuant to an Indenture of Trust, by and between the Authority and U.S. Bank National Association, successor to The Bank of New York Mellon Trust Company, N.A., as trustee (the "2012 Trustee"), dated as of March 1, 2012 (the "2012 Indenture"); and

WHEREAS, the Series 2012 Bonds are secured by a pledge of and are payable from Pledged Revenues (as defined in the 2012 Indenture), which include, among other things, rental payments under the lease agreement by and between the Corporation and the Authority, dated as of April 1, 2001 (as amended by a First Amendment thereto dated March 1, 2012, the "Lease Agreement") in an amount equal to Aquarium Operating Revenues (as defined in the Lease Agreement), which include proceeds of grants, membership fees and contributions to the Corporation, but only to the extent that such proceeds are not otherwise restricted by the terms thereof; and

WHEREAS, under Section 6.4 of the Lease Agreement, the Corporation is required to provide the Authority and the Trustee a Budget for each Fiscal Year as consented to by the City, which consent is addressed further in Section 13.2 of the Tenth Amended and Restated Bylaws of the Corporation, in the form attached hereto as Exhibit A (the "Bylaws"); and

WHEREAS, in fiscal years 2015 through 2017, (1) the Corporation submitted budgets to the City as required by the Bylaws, (2) in each year the City approved the Corporation's budget, and (3) the Corporation contributed funds towards debt service on the Series 2012 bonds that met or exceeded the City-approved budget, with such annual contributions in an amount equal to \$2,154,000, resulting in the payment of debt service on the Series 2012 Bonds from other sources of Pledged Revenues under the 2012 Indenture in annual amounts ranging from approximately \$5,917,917 to approximately \$5,944,775; and

WHEREAS, the total actual Available Tidelands Operating Revenues and Available Tidelands Oil Revenues (as such terms are defined in the 2012 Indenture) in fiscal years 2015, 2016 and 2017 were approximately \$65,836,663, \$45,790,262 and \$52,908,282, respectively, and are expected by the City to remain above \$44,000,000 for fiscal years 2018 through 2020; and

WHEREAS, per the historic and projected Available Tidelands Operating Revenues and Available Tidelands Oil Revenues data, the City and the Corporation find the possibility of non-payment of debt service on the Series 2012 Bonds highly unlikely; and

WHEREAS, the Corporation is planning a fund development capital campaign to expand, enhance and renew the Facility and has had preliminary discussions regarding the expansion with key donors and others in the fund development community from which the Corporation expects to receive a significant portion of the funds necessary to expand the Facility; and

WHEREAS, the Corporation has been advised by the fund development community and others, and the City and the Corporation have concluded, that the capital campaign will be optimized if certain matters regarding the Corporation's budget and other matters can be agreed upon between the City and the Corporation prior to the fund development capital campaign; and

WHEREAS, in furtherance of the fund development capital campaign, the City has agreed to make a loan to the Corporation in an amount equal to \$10,190,000 (the "Loan"), which Loan is to be administered pursuant to, and evidenced by, respectively, that certain (i) Loan Agreement dated as of even date herewith executed by the City, as lender, and the Corporation, as borrower (the "Loan Agreement"), and (ii) that certain Promissory Note in the principal amount of the Loan dated as of even date herewith executed by the Corporation in favor of the City (the "Note"); and

WHEREAS, in order to provide funds for the Loan, the City is issuing, concurrently herewith, \$10,190,000 aggregate principal amount of its Tidelands Revenue Bonds, Series 2017A (Aquarium of the Pacific Project) (the "Series 2017 Bonds") pursuant to an Indenture of Trust, by and between the City and U.S. Bank National Association, as trustee (the "2017 Trustee"), dated as of November 1, 2017 (the "2017 Indenture"); and

WHEREAS, in furtherance of the fund development capital campaign, the City has pledged certain funds to the Aquarium ("Aquarium Challenge Grant Funds") pursuant to and in accordance with the challenge grant (the "Challenge Grant") as approved by minute order of the City Council of Long Beach adopted on December 20, 2016 and more fully described in the related Staff Report for such item (the "Challenge Grant Staff Report"); and

WHEREAS, the Corporation and the City desire to enter into this Agreement in order to amend, restate and supersede the Original Implementation Agreement in its entirety, and to implement terms which the parties have concluded are reasonably necessary to provide for the expansion and periodic renewal of the Facility in accordance with the rights and obligations of the City and the Corporation set forth in the Lease Agreement, the 2012 Indenture, the 2017 Indenture and the Bylaws.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the Corporation and the City agree as follows:

Section 1. Restatement. This Agreement restates the Original Implementation Agreement in its entirety, and the Original Implementation Agreement shall be of no further force and effect immediately upon the effectiveness of this Agreement.

Section 2. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Agreement, and of any amendment or supplement hereto, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. All capitalized terms not defined herein have the meanings ascribed thereto in the recitals of this Agreement, the 2012 Indenture, or the Lease Agreement.

"Additional Improvements" means a project consisting of the planning, design, construction, betterments and additions to the Facility described in the master plan, as may be amended from time to time by the Board of Directors of the Corporation in consultation with the City.

"Additional Improvements Contributions" means contributions to the Corporation restricted as to their use by the terms thereof to Construction of the Additional Improvements, as determined on a cash basis.

“Additional Section 5.02(c) Rent” means Aquarium Operating Revenues available to pay debt service on the Series 2012 Bonds (or Refunding Bonds) pursuant to Section 5.02(c) of the 2012 Indenture as long as the Series 2012 Bonds (or Refunding Bonds) are outstanding after the payment of Operating and Maintenance Expenses, Section 5.02(c) Rent and Program Reinvestment Costs.

“Aquarium Operating Revenues” has the meaning given to such term in the Lease Agreement.

“Construction” means the physical construction of Additional Improvements, and does not include planning and designing of such Additional Improvements or any activities of the Corporation related thereto.

“In Lieu Renewal Operating and Maintenance Expenses” means Operating and Maintenance Expenses which are categorized as items otherwise payable from the Renewal and Replacement Fund that are specifically and separately identified in the Budget to be payable as Operating and Maintenance Expenses, and for which Aquarium Operating Revenues are available after budgeting the payment of Operating and Maintenance Expenses, Section 5.02(c) Rent and Program Reinvestment Costs.

“Minimum Additional Improvements Contributions Threshold” means pledged contributions to the Corporation restricted as to their use by the terms thereof to Construction of the Additional Improvements in an amount equal to 75% of the estimated costs of the Additional Improvements or phase thereof. The Corporation shall provide the City evidence of such pledged contributions to the commercially reasonable satisfaction of the City.

“Program Reinvestment Costs” means budgeted Operating and Maintenance Expenses which are categorized as items otherwise payable from the Renewal and Replacement Fund that are specifically and separately identified in the Budget to be payable as Operating and Maintenance Expenses. Program Reinvestment Costs shall equal the lesser of (i) Aquarium Operating Revenues, less Operating and Maintenance Expenses, less Section 5.02(c) Rent, or (ii) \$500,000, as adjusted for inflation at a rate equal to the LA/Long Beach CPI Price Deflator each June 30 for the ensuing Fiscal Year.

“Refunding Bonds” shall mean “Refunding Bonds” as defined in the 2012 Indenture); provided that such obligations shall not require payments from the Corporation in any Fiscal Year in excess of the lesser of (i) \$2,154,000, or (ii) scheduled debt service on such Refunding Bonds.

“Section 5.02(c) Rent” means \$2,154,000 of Aquarium Operating Revenues in each Fiscal Year paid towards debt service on the Series 2012 Bonds (or Refunding Bonds) pursuant to Section 5.02(c) of the 2012 Indenture as long as the Series 2012 Bonds (or Refunding Bonds) are outstanding.

Section 3. Amendment of the Bylaws. The Corporation shall cause the Bylaws to be amended and restated in their entirety as shown in the Bylaws attached

hereto as Exhibit A and incorporated herein by this reference (and the City hereby consents to such amendment and restatement pursuant to Section 9.1 of the Bylaws).

Section 4. Corporation Budget. Section 13.2(a) of the Bylaws requires that all Corporation budgets shall be in a form acceptable to the City. The City and Corporation agree that such budgets shall include, at a minimum, required Corporation debt service payments, sources and uses of restricted funds and pledges, the status of all accounts and funds required by the 2012 Indenture or any loan or financing agreement to which the Corporation is a party, and short and long term maintenance costs of all facilities owned or operated by the Corporation. Loan repayments will be explicitly included in each budget along with any other use (or receipt) of restricted funds. The budgets will also include a section on expected timing for future receipt of pledges and their uses. The projected/budgeted cash flow with respect to Section 5.02 of the 2012 Indenture shall be described and detailed in the budget along with written comments with regard to the expected status of each subparagraph of Section 5.02 of the 2012 Indenture. The budget shall include a section and discussion about normal maintenance and whether that maintenance is deemed sufficient and shall also include a separate section and discussion concerning long-term maintenance and improvements and any plans with regard to timing and funding of such improvements. Notwithstanding Section 13.2(b)(ii) of the Bylaws. The City shall have the right to require changes to the frequency with which the budget is updated in order to address City needs in analyzing the budget and its impact on the Corporation's financial status.

Section 5. In Lieu Renewal Operating and Maintenance Expenses. The Corporation and the City agree that budgeted In Lieu Renewal Operating and Maintenance Expenses in each Fiscal Year shall be committed and earmarked in each subsequent Budget to the payment of Operating and Maintenance Expenses. Such In Lieu Renewal Operating and Maintenance Expenses shall be withdrawn and transferred by the Corporation in accordance with Section 5.03 of the 2012 Indenture and deposited in an In Lieu Renewal Operating and Maintenance Expenses Account held by the Trustee for the payment of In Lieu Renewal Operating and Maintenance Expenses. Additional Improvements may be budgeted as In Lieu Renewal Operating and Maintenance Expenses only with the consent of the City Manager (however, no consent is required for Additional Improvements budgeted with Additional Improvements Contributions). The Corporation and the City agree that, upon consent of the City Manager, to the extent In Lieu Renewal Operating and Maintenance Expenses are used in the construction of Additional Improvements, construction of the Additional improvements shall constitute Operating and Maintenance Expenses under subsection (vi) of the definition thereof and are facilities with respect to the Facility necessary to maintain the Facility's competitive position, and may be budgeted as In Lieu Renewal Operating and Maintenance Expenses.

Section 6. Agreement by the City not to Pursue Certain Actions. (a) Notwithstanding any other provision of this Agreement, the Bylaws, the Lease Agreement or any other agreement, as long as the Corporation is pursuing in good faith the Additional Improvements and the Additional Improvements Contributions and as long as Section 5.02(c) Rent is paid in each Fiscal Year, the City shall not direct the

Corporation to employ an Independent Consultant as provided in Section 6.3(c) of the Lease Agreement or 13.2(d) of the Bylaws. Additionally, in the event that an Independent Consultant is employed by the Corporation, whether pursuant to Section 6.3(c) of the Lease Agreement, 13.2(d) of the Bylaws or otherwise, such Independent Consultant shall be selected by the Corporation with the consent of the City which shall not be unreasonably withheld.

(b) Notwithstanding the foregoing Section 6(a), the Corporation agrees that in the event there are transfers from City to the Authority pursuant to Section 2.03 of the City Pledge Agreement in any five (5) years of any seven (7) year period, then the City shall have the right to immediately remove any and all Directors and to appoint any and all replacements for those Director positions; provided that the provisions set forth in this Section 6(b) shall terminate and no longer be in force and effect at any time at the election of the Corporation upon delivery by the Corporation to the Authority, the City and the 2012 Trustee of an Opinion of Bond Counsel pursuant to Section 3.3.6 of the Tax Certificate to the effect that the expiration of the provisions set forth in this Section 6(b) shall have no adverse effect on the exclusion of interest on the Series 2012 Bonds and on the 2017 Bonds from the gross incomes of the Owners of the 2012 Bonds and the 2017 Bonds, respectively, for federal income tax purposes.

(c) Notwithstanding the foregoing, the Corporation agrees that in the event there are transfers from City to the Authority pursuant to the City Pledge Agreement in any five (5) years of any seven (7) year period, then the City shall also have the right to direct the Corporation to employ an Independent Consultant (which such Independent Consultant shall be subject to the reasonable approval of the City) under the terms and conditions set forth in Section 6.3(c) of the Lease Agreement; provided that the Corporation shall not be directed to employ an Independent Consultant more than once in any twelve (12) month period so long as the Corporation employs the Independent Consultant as directed and the Independent Consultant has performed or is continuing to perform the services for which it was employed.

(d) The Corporation may request that the City make representations to the Corporation regarding its present intentions with respect to the exercise of the rights set forth in Sections 6(b) and 6(c).

Section 7. Limitations on Construction of the Additional Improvements.

The Corporation shall not commence Construction of the Additional Improvements until (a) the Corporation has provided the City with a complete sources and uses of funds statement for the overall and complete costs of the Additional Improvements inclusive of capital costs, interest, design and engineering and start up costs, and (b) the Minimum Additional Improvements Contributions Threshold has been received by the Corporation; provided, however, that the Corporation may commence Construction of the Additional Improvements in phases, and in such case the Corporation shall not commence Construction of a phase of the Additional Improvements until Additional Improvements Contributions in the amount of the Minimum Additional Improvements Contributions Threshold of such phase of the Additional Improvements have been received by the Corporation. The City Manager or the designee thereof shall be informed and consulted

on the contracting process for the Construction of the Additional Improvements, unless otherwise prohibited by law. The City may, in its discretion, require the Corporation to obtain performance bonds and material bonds for the Construction of Additional Improvements prior to each phase of Construction of such Additional Improvements. The Corporation shall invest unspent Additional Improvements Contributions in accordance with the Corporation's duly adopted investment policy. Failure by the Corporation to materially adhere to such investment policy shall result in a modification of the Minimum Additional Improvements Contribution Threshold to 100% of the estimated costs of the Additional Improvements and all subsequent phases thereof.

The Corporation and the City acknowledge and agree that the following restrictions apply to the Construction of Additional Improvements under State and local municipal law. All plans for the Construction of Additional Improvements shall be submitted to the City's Department of Planning and Building. The Corporation shall obtain the City's written consent, as owner of the site upon which the Facility is located, to submit all permit applications to the Department of Planning and Building, which consent shall not be unreasonably withheld or delayed. The City shall review all plans for Additional Improvements and may enforce design and other changes to the plans for the Additional Improvements before issuing construction permits for such Additional Improvements. Once plans for Additional Improvements are submitted to the City's Department of Planning and Building, the City shall determine what review is needed in respect of the Additional Improvements under California Environmental Quality Act ("CEQA"). The Corporation will advise the City's Parks and Recreation Commission about the nature and scope of the Additional Improvements.

Section 8. City Not Responsible for Additional Improvements. The Corporation and the City hereby agree that the Corporation shall be responsible for all costs associated with the Additional Improvements, and no additional debt shall be expected to be incurred by the City in order to fund the Construction of the Additional Improvements, except for the 2017 Bonds being issued to fund the Loan. The Corporation projects that when completed, the additional Aquarium Operating Revenues attributable to the Additional Improvements will cover all additional Operating and Maintenance Expenses attributable to the Additional Improvements unless such Additional Improvements are otherwise required for future accreditation, animal health and safety and/or otherwise required by law.

Section 9. Site Control of the Facility and Facility Ownership Upon Termination. The City understands the future fund development programs for each of the Additional Improvements may require the Corporation to give evidence to potential donors of its site control of the Facility for the useful life of such Additional Improvements. The City agrees that, at any time at the election of the Corporation upon delivery by the Corporation to the Authority, the City and the Trustee of an opinion of Bond Counsel to the effect that the extension of the Corporation's lease of the Facility shall have no adverse effect on the exclusion of interest on the Series 2012 Bonds and the 2017 Bonds from the gross incomes of the owners of the 2012 Bonds and the 2017 Bonds, respectively, for federal income tax purposes, the City will consider in good faith extending the term of the Corporation's site control of the Facility to 2060 with the

conditions set forth in this Section. Any and all extensions of the Corporation's lease of the Facility pursuant to this Section shall provide that while any 2012 Bonds, Refunding Bonds or 2017 Bonds are outstanding, the Corporation shall pay Section 5.02(c) Rent and Additional Section 5.02(c) Rent in accordance with this Agreement. Once there are no 2012 Bonds, Refunding Bonds or 2017 Bonds outstanding and for each Fiscal Year thereafter, the rent the Corporation will pay each Fiscal Year in accordance with any and all extensions of the Corporation's lease of the Facility pursuant to this Section shall be \$1. The Corporation agrees that immediately upon termination of the Lease, whether extended pursuant to this Section or not, the Facility and improvements, equipment and other personal property purchased by or donated to the Corporation and used in connection with the operations at the Facility, shall become the property of the City without payment therefor and without the need for any further action by the Corporation or the City. Notwithstanding the foregoing, the Corporation shall retain ownership of all animals, artwork, and equipment not used in the normal operations of the Facility which was purchased with research-related grant funds.

Section 10. Special Events. The Corporation acknowledges that the City in its sole and absolute discretion may permit certain special events in the immediate vicinity of the Facility, including without limitation the Long Beach Grand Prix and the Long Beach Marathon, which events may adversely impact the operation and revenue of the Facility.

Section 11. Challenge Grant and the Loan. All terms of the Challenge Grant, as described in the Challenge Grant Staff Report, shall remain in effect. The Corporation shall apply any Aquarium Challenge Grant Funds which it receives from the City and that have not theretofore been used to pay costs of Construction towards outstanding amounts due and payable to the City pursuant to the Note, if any.


Section 12. Amendments. This Agreement may be amended or modified only by written instrument signed by the parties hereto.

Section 13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Corporation or the City to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

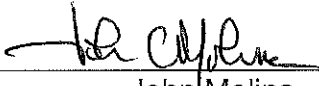
Section 14. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.


Section 15. Governing Law. This Agreement shall be construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed all as of the date first above written.


11/13, 2017 By 
City Manager

AQUARIUM OF THE PACIFIC, a
California nonprofit public benefit
corporation

November 13, 2017 By 
John Molina
Chairman of the board of Directors

November 13, 2017 By 
Jerry R. Schubel
President and Chief Executive Officer

This Agreement is approved as to form on November 13, 2017.

CHARLES PARKIN, City Attorney
By 
Deputy