

**AGREEMENT OF PROPERTY TRANSFER
AND JOINT ESCROW INSTRUCTIONS**

I

SUMMARY AND DEFINITION OF BASIC TERMS

This Agreement of Property Transfer and Joint Escrow Instructions (the "**Agreement**"), dated as of the Effective Date set forth in Section 1 of the Summary of Basic Terms, below, is made by and between the CITY OF CHULA VISTA, a chartered municipal corporation ("**City**"), and the UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity ("**USOC**"). The terms set forth below shall have the meanings set forth below when used in the Agreement.

<u>TERMS OF AGREEMENT (first reference in the Agreement)</u>	<u>DESCRIPTION</u>
1. Effective Date (Introductory Paragraph):	February __, 2016.
2. City's Notice Address (Section 11):	CITY OF CHULA VISTA 276 Fourth Avenue Chula Vista, CA 91910 Attn: Kelley Bacon, Deputy City Manager Telephone: (619) 691-5144 With a copy to: Glen R. Googins, City Attorney 276 Fourth Avenue Chula Vista, CA 91910 Telephone: (619) 691-5039 Facsimile: (619) 409-5823 And a copy to: Thomas W. Turner, Jr., Esq. Procopio, Cory, Hargreaves & Savitch LLP 525 B Street, Suite 2200 San Diego, CA 92101 Telephone: (619) 515-3276

3. **Escrow Holder and Escrow Holder's Notice Address**
(Section 3): Della DuCharme
Commercial Escrow Officer
Chicago Title Company
701 B Street, Suite 760
San Diego, CA 92101
Telephone: (619) 230-6363
4. **Purchase Price**
(Section 2): \$1.00
5. **Transfer Date**
(Section 3.2): December 31, 2016.
6. **Title Company**
(Section 4.2): Chicago Title Company
Attn: Chris E. Ghio
2365 Northside Drive, Suite 600
San Diego, CA 92108
Telephone: (619) 521-3524

II

RECITALS

A. USOC owns those certain parcels of land more particularly described on Exhibit "A" attached hereto (the "**Land**").

B. USOC desires to sell and convey to City and City desires to purchase and acquire from USOC all of USOC's right, title and interest in and to the following:

i. The Land and all of USOC's interest in all rights, privileges, easements and appurtenances benefiting the Land and/or the Improvements, including, without limitation, USOC's interest, if any, in all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and/or the Improvements (the Land, the Improvements and all such rights, privileges, easements and appurtenances are sometimes collectively hereinafter referred to as the "**Real Property**"); provided, however, that if USOC exercises the Closure Option, as defined in and pursuant to Section 4.1.1 below, then the Real Property shall consist of the entirety of the Real Property defined hereinabove except for (a) the parcel of land described on Exhibit "K" attached hereto (the "**Easton Land**"), (b) all improvements on the Easton Land and (c) all rights, privileges, easements and appurtenances benefiting the Easton Land (collectively, the "**Easton Real Property**");

ii. The buildings, facilities, athletic fields, associated parking and landscaped areas and all other improvements located on the Land (the "**Improvements**"), it being acknowledged that from and after the Close of Escrow, the Real Property and Improvements shall be designated as "The Chula Vista Elite Athlete Facility Training Center";

iii. All leases, licenses, occupancy agreements and similar agreements covering the Land and Improvements, including, without limitation, those leases, licenses, occupancy agreements and similar agreements set forth on the list attached hereto as Exhibit "I," and any new leases, licenses or occupancy agreements or extensions of existing leases, licenses or occupancy agreements which may be entered into with City's prior written approval subsequent to the Effective Date (said leases, licenses and operating agreements, together with any and all amendments, modifications or supplements thereto, are hereinafter referred to collectively as the "**Leases**"); provided, however, that if USOC exercises the Closure Option pursuant to Section 4.1.1 below, then the Leases shall not include the Easton Lease (and all references to the assignment of the Easton Lease in this Agreement shall be deemed removed from this Agreement, as more particularly set forth in Section 4.1.1);

iv. USOC's rights and obligations, as lessee, under that certain Lease executed as of August 17, 1992 by and between the City of San Diego ("**San Diego**") and the San Diego Sports Foundation, that certain Memorandum of Lease by and between San Diego and the Foundation recorded on September 1, 1995 in the Official Records as Instrument No. 1995-0389092, that certain Assignment and Assumption of Lease between the Foundation and the USOC recorded on September 1, 1995 in the Official Records as Instrument No. 1995-0389094, and that certain First Amendment to Lease Agreement dated as of December 6, 1995 (collectively, the "**Boathouse Lease**");

v. All service contracts, equipment leases (including modular trailer leases), and other similar contracts covering the Land and Improvements, a list of which is attached hereto as Exhibit "J," and any new contracts which may be entered into with City's prior written approval subsequent to the Effective Date (said service contracts, equipment leases, and other similar contracts, together with any and all amendments, modifications or supplements thereto, are hereinafter referred to collectively as the "**Contracts**");

vi. All personal property, equipment, supplies and fixtures (collectively, the "**Personal Property**") owned by USOC and used at the Real Property, except for those items of personal property, equipment, supplies and fixtures listed on Exhibit "L" attached hereto (the "**Excluded Personal Property**"), and any personal property acquired subsequent to the Effective Date and used exclusively in connection with the operations on the Real Property, provided that for the avoidance of doubt, the Personal Property shall not include any Excluded Personal Property or any personal property, equipment, supplies or other fixtures that are owned by any tenants, [**ADDRESS INTENT OF THE PARTIES THAT CERTAIN EXCLUDED PERSONAL PROPERTY REMAIN ONSITE THROUGHOUT THE TERM OF THE AGREEMENT**] licensees or occupants of the Real Property or Improvements; and

vii. To the extent assignable, any warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy which benefit the Real Property, the Improvements, and/or the Personal Property, but excluding therefrom any trademarks, trade names and other intellectual property owned by USOC (the "**Intangible Personal Property**"). The Real Property, the Improvements, the Personal Property, the Contracts, USOC's interest as lessor under the Leases, USOC's interest as lessee under the Boathouse Lease, and the Intangible Personal Property are sometimes collectively hereinafter referred to as the "**Property**."

III

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and USOC hereby agree as follows, and hereby instruct Escrow Holder as follows.

1. **Transfer**. USOC agrees to convey to City, and City agrees to acquire from USOC, the Property upon the terms and conditions set forth in this Agreement.

2. **Purchase Price**. On or before one (1) business day prior to the Transfer Date, City shall deposit with Escrow Holder cash by means of a confirmed wire transfer through the Federal Reserve System in the amount of the balance of the Purchase Price, plus City's share of expenses and prorations as described in this Agreement.

3. **Escrow; Title and Due Diligence**.

3.1 **Opening of Escrow**. City and USOC shall promptly deliver a fully executed copy of this Agreement to Escrow Holder, and the date of Escrow Holder's receipt thereof, as evidenced by Escrow Holder's execution and delivery of the Joinder by Escrow Holder attached hereto, is referred to as the "**Opening of Escrow**". USOC and City shall execute and deliver to Escrow Holder any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and close the transactions contemplated hereby, provided such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement. Such supplementary instructions, together with the escrow instructions set forth in this Agreement, as they may be amended from time to time by the parties, shall collectively be referred to as the "**Escrow Instructions**". The Escrow Instructions may be amended and supplemented by such standard terms and provisions as the Escrow Holder may request the parties hereto to execute; provided, however, that the parties hereto and Escrow Holder acknowledge and agree that in the event of a conflict between any provision of such standard terms and provisions supplied by the Escrow Holder and the Escrow Instructions included in this Agreement, the Escrow Instructions included in this Agreement shall prevail.

3.2 **Close of Escrow/Closing**. For purposes of this Agreement, the "**Close of Escrow**" or the "**Closing**" shall mean the date on which the Deed (as defined in Section 5.1.1

below) is recorded in the Official Records of the County where the Land is located (the "**Official Records**"). The Close of Escrow shall occur on the Transfer Date.

3.3 **Title Insurance.** At the Close of Escrow, and as a condition thereto, the Title Company shall issue to City an ALTA extended coverage Owner's Policy of Title Insurance (the "**Title Policy**") with liability in the amount of not less than One Million Dollars (\$1,000,000.00), showing title to the Property vested in City, subject only to the preprinted standard exceptions in such Title Policy, exceptions approved or deemed approved by City pursuant to Section 4.2, the Leases and non-delinquent real property taxes and special assessments, any exceptions arising from City's actions and any matters which would be disclosed by an accurate survey or physical inspection of the Property (collectively, the "**Permitted Exceptions**"). City may, at its election, have prepared and delivered to the Title Company an ALTA survey of the Property, at City's expense, provided that if City does not deliver an ALTA survey of the Property acceptable to the Title Company, then the Title Policy shall be a CLTA standard coverage Owner's Policy of Title Insurance, and the issuance of, nor the commitment to issue, extended coverage shall not be a condition to City's obligations under this Agreement. City shall pay the additional premium for extended coverage in excess of a CLTA standard coverage policy and any endorsements requested by City. In no event shall the issuance of any endorsements requested by City be deemed a condition to the Closing.

3.4 **City's Review of Due Diligence Items.** City acknowledges that prior to the Effective Date, USOC delivered to City (or made available to City electronically via website, drop box or other similar account), and City has reviewed, examined, analyzed and approved, documents, materials and other information in USOC's possession, which relate to the physical and title condition, ownership, operation and management of the Property (collectively, with any other documents and records previously or hereafter made available to City in connection with the Property the "**Due Diligence Items**"). Notwithstanding the foregoing to the contrary, USOC shall have no obligation to make available to City, and City shall have no right to inspect or make copies of, any of the Excluded Documents. As used herein, "**Excluded Documents**" shall mean any of the following documents: appraisals of the Property; USOC's entity documentation (except as may be reasonably required to be delivered to the Title Company in order for the Title Company to issue the Title Policy); any documents subject to attorney/client privilege; attorney work product; confidential or privileged information; and any other internal documents; provided, however, that to the extent such items which would otherwise be Excluded Documents are actually delivered to City, such items shall be considered Due Diligence Items hereunder.

3.5 **Physical Due Diligence.** Between the Effective Date and March 31, 2016 (the "**Due Diligence Period**"), City shall have the right to review and investigate the Due Diligence Items, the physical and environmental condition of the Property, the character, quality, value and general utility of the Property, the zoning, land use, environmental and building requirements and restrictions applicable to the Property, the state of title to the Property, and any other factors or matters relevant to City's decision to acquire the Property. City, in City's reasonable discretion, may determine whether or not the Property is acceptable to City within the Due Diligence Period. Any such inspections or testing shall be conducted at a time and manner that is intended to, and is likely to, minimize disruption or interference with any tenants. City shall provide USOC with reasonable advanced written or telephonic notice of its desire to enter the Real Property for inspection and/or testing, and USOC shall be given the reasonable

opportunity, and shall have the right, to be present at any such inspections or testings. Prior to conducting any inspections or testing, City and its consultants, shall deliver to USOC a certificate of insurance naming USOC as an additional named insured (on a primary, non-contributing basis) evidencing commercial general liability and property damage insurance with limits of not less than Two Million Dollars (\$2,000,000.00) in the aggregate for liability coverage and not less than One Million Dollars (\$1,000,000.00) in the aggregate for property damage. Notwithstanding the foregoing, City shall not be permitted to undertake any air sampling or any intrusive or destructive testing of the Property, including, without limitation, a "Phase II" environmental assessment (collectively, the "**Intrusive Tests**"), nor will City be entitled to directly contact or communicate with the RWQCB, EPA or other local, State or Federal agency regarding the environmental condition of the property other than requests for documentation or records relating to the Property, without in each instance first obtaining USOC's prior written consent thereto, which consent USOC may give or withhold in USOC's sole and absolute discretion. If USOC fails to advise City of its approval of any proposed Intrusive Tests within such two (2) business day period, such failure shall be deemed USOC's disapproval thereof. City shall restore the Property to its original condition immediately after any and all testing and inspections conducted by or on behalf of City. City hereby indemnifies and holds USOC, the USOC Group (as defined below) and the Property harmless from any and all costs, loss, damages or expenses of any kind or nature arising out of or resulting from any entry and/or activities upon the Property by City and/or City's agents, employees, contractors or consultants; provided, however, such indemnification obligation shall not be applicable to City's mere discovery of any pre-existing adverse physical condition at the Property, except to the extent City and/or City's agents, employees, contractors or consultants aggravate such pre-existing condition. City's indemnification obligations under this Section 3.5 shall survive the Close of Escrow or any termination of this Agreement.

3.6 Termination. If City notifies USOC and Escrow Holder in writing prior to the expiration of the Due Diligence Period that City has decided not to proceed with the acquisition of the Property ("**Termination Notice**"), then City shall be deemed to have disapproved the Property and this Agreement shall thereupon automatically terminate, and neither party shall have any further obligations under this Agreement, except for those obligations that expressly survive the termination of this Agreement. If City fails to deliver the Termination Notice prior to the expiration of the Due Diligence Period, then City shall be deemed to have approved the Property and waived its right of termination pursuant to this Section 3.6, and waived its right of termination pursuant to Section 4.2 with respect to the conditions precedent described in Sections 4.1.3, 4.1.5 and 4.1.6 below. In the event this Agreement is terminated pursuant to this provision, the Core Agreement (defined below) shall be automatically deemed to be terminated and of no further force or effect (except for those provisions of the Core Agreement that expressly survive the termination of the Core Agreement), without further action of the parties.

3.7 Return of Due Diligence Materials. In the event City does not acquire the Property for any reason, within five (5) days after the date this Agreement is terminated City shall return to USOC all documents, information and other materials supplied by USOC to City, and, at USOC's written request, without warranty or representation of any kind, any inspection reports, studies, surveys, and other reports and/or test results relating to the Property which were

developed by City or prepared by consultants retained by City in contemplation of this Agreement.

3.8 Memorandum of Transfer Agreement. If City does not deliver the Termination Notice on or prior to the expiration of the Due Diligence Period, then within five (5) business days after the expiration of the Due Diligence Period, City and USOC shall execute, acknowledge and deliver to Escrow Holder (i) a Memorandum of Transfer Agreement in the form attached hereto as Exhibit "O" (the "**Memorandum of Agreement**"), and (ii) a Termination of Memorandum of Transfer Agreement in the form attached hereto as Exhibit "P" (the "**Termination of Memorandum of Agreement**"). Upon receipt of a fully executed and acknowledged original of the Memorandum of Agreement, Escrow Holder shall immediately cause the Memorandum of Agreement to be recorded in the Official Records and provide conformed recorded copies to City and USOC. Escrow Holder is hereby irrevocably instructed to record the Termination of Memorandum of Agreement on the twentieth (20th) day (and in no earlier than the twentieth (20th) day) after USOC's delivery to City and Escrow Holder of a written notice stating that City's right to acquire the Property pursuant to this Agreement has been terminated (the "**Recordation Notice**"). Upon receipt of the Recordation Notice, Escrow Holder shall record the Termination of Memorandum of Agreement on such date, without any further instruction, without requiring the consent or acquiescence of City or any other party, and without regard to any City objection to such recordation. Having had the opportunity to consult with counsel, City hereby waives any right to object to such recordation and authorizes the Escrow Holder to disregard any and all objection to such recordation by City or third parties, regardless of the expressed reasons for such objection. Although City may not oppose recordation of the Termination of Memorandum of Agreement under any circumstances, nothing herein shall limit City's other rights and remedies under Section 13.1 below if it asserts a default or breach by USOC.

3.9 Core Agreement. Concurrently with the execution and delivery of this Agreement, the parties have executed that certain Core Agreement between the parties hereto of even date herewith regarding the operations and maintenance of the Property from and after the Transfer Date ("**Core Agreement**").

4. Conditions Precedent to the Close of Escrow.

4.1 Conditions Precedent for the Benefit of City. City's obligations with respect to consummate the transactions contemplated by this Agreement are conditioned upon the timely satisfaction of the following conditions precedent:

4.1.1 Third Party Approvals; Closure Option. On or before June 15, 2016 (the "**Third Party Approvals Outside Date**"), USOC shall have delivered to City those required approvals of the conveyance of the Property and the transactions contemplated by this Agreement from the parties identified on Exhibit "M" attached hereto. Notwithstanding anything in the foregoing to the contrary, if the written approval of Easton Sports Development Foundation and Easton Sports Development Foundation II (collectively, "**Easton**") under the Easton Lease (as defined in Exhibit "I" attached hereto) has not been received by City on or before the Third Party Approvals Outside Date, then USOC [**DISCUSS APPROPRIATE MECHANISM FOR EXERCISING THIS OPTION**] shall have the option (the "**Closure**

Option"), at any time prior to June 30, 2016, to deliver to Easton a Closure Notice (as defined in the Easton Lease), in which event (i) the Easton Real Property and the Easton Lease shall be excluded from the Property being conveyed to City pursuant to this Agreement, (ii) the condition precedent under this Section 4.1.1 with respect to the Easton Lease shall be deemed satisfied, (iii) USOC shall convey the Easton Real Property to Easton or its nominee as and when required under the Easton Lease, and (iv) USOC and City shall promptly enter into an amendment to this Agreement and an amendment to the Core Agreement as and to the extent reasonably necessary in order to further clarify the parties' respective rights and obligations under this Agreement and the Core Agreement related to the Easton Real Property and the Easton Lease. **[CV ISSUES TO BE ADDRESSED INCLUDE NO ONGOING CV LIABILITY UNDER EASTON DOCUMENTS AND CITY INPUT ON EASEMENTS.]**

4.1.2 Title Policy. On or before the Closing, Title Company shall have irrevocably committed to issue to City the Title Policy described in Section 3.3.

4.1.3 Operator Contract. On or before the expiration of the Due Diligence Period, the final contract for the operator of the facilities on the Property following the Closing pursuant to the Core Agreement shall have been fully executed and delivered on terms consistent with the Core Agreement and which contains such non-discrimination provisions as may be required by USOC (the "**Operator Contract**").

4.1.4 USOC's Performance. USOC shall have duly performed its obligations hereunder in all material respects.

4.1.5 Developer Contract. City shall, on or before the expiration of the Due Diligence Period, have entered into a contract with a developer for the provision of no less than one hundred (100) beds for athlete/coach housing at the Property (the "**Developer Contract**"), which (i) shall contain provisions intended to minimize interference from the related construction project with the operations on the Property and (ii) shall include USOC plans and specification for the project, it being expressly acknowledged and agreed that City shall not be permitted to enter into the Developer Contract without USOC's prior written approval thereof.

4.1.6 Interim Agreement. On or before the expiration of the Due Diligence Period, USOC and City shall have executed an interim agreement in form and substance satisfactory to City and USOC (the "**Interim Agreement**"), which Interim Agreement shall set forth, among other things, City's rights of access to the Property for purposes of transitioning the operation and maintenance of the Property to City generally in accordance with the terms set forth in Section 2(B) of the Core Agreement.

4.2 Failure of Conditions Precedent to City's Obligations. If City terminates this Agreement by notice to USOC because of the failure of such condition precedent on or prior to the date that such applicable condition precedent must be satisfied pursuant to the foregoing provisions of Section 4.1 above, then City and USOC shall each pay one-half (1/2) of any Escrow cancellation fees or charges, and except for the parties' respective indemnity and confidentiality obligations under the Agreement which expressly survive termination of the

Agreement, the parties shall have no further rights or obligations to one another under this Agreement.

4.3 Conditions Precedent for the Benefit of USOC. The Close of Escrow and USOC's obligations with respect to the transactions contemplated by this Agreement are conditioned upon the timely satisfaction of the following conditions precedent:

4.3.1 Third Party Approvals. On or prior to the Third Party Approvals Date, USOC shall have obtained those required approvals of the conveyance of the Property and the transactions contemplated by this Agreement from the parties identified on Exhibit "M" attached hereto.

4.3.2 Operator Contract. On or prior to the expiration of the Due Diligence Period, the Operator Contract shall have been fully executed and delivered on terms consistent with the Core Agreement and which contains such non-discrimination provisions as may be required by USOC.

4.3.3 Interim Agreement. On or before the expiration of the Due Diligence Period, USOC and City shall have executed the Interim Agreement.

4.3.4 City's Performance. City shall have duly performed its obligations hereunder in all material respects.

4.4 Failure of Conditions Precedent to USOC's Obligations. If USOC terminates this Agreement by notice to City because of the failure of such condition precedent, then USOC and City shall each pay one-half (1/2) of any Escrow cancellation fees or charges, and except for the parties' respective indemnity and confidentiality obligations under the Agreement which expressly survive termination of the Agreement, the parties shall have no further rights or obligations to one another under this Agreement.

5. Deliveries to Escrow Holder.

5.1 USOC's Deliveries. USOC hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder at least one (1) business day prior to the Transfer Date (or other date specified) the following funds, instruments and documents, the delivery of each of which shall be a condition to the Close of Escrow:

5.1.1 Deed. A Grant Deed in the form of Exhibit "B" attached hereto, duly executed and acknowledged in recordable form by USOC, conveying USOC's interest in the Real Property to City (the "**Deed**");

5.1.2 Memorandum of Core Agreement. Two (2) counterparts of the Memorandum of Core Agreement in the form of Exhibit "N" attached hereto, duly executed and acknowledged in recordable form by USOC (the "**Memorandum of Core Agreement**");

5.1.3 Boathouse Lease Assignment. Two (2) counterparts of the Assignment and Assumption of Boathouse Lease in the form of Exhibit "E" attached hereto (the "**Boathouse Lease Assignment**");

5.1.4 Easton Lease Assignment. Two (2) counterparts of the Assignment of and Assumption of Easton Lease (the "**Easton Lease Assignment**") in the form of Exhibit "Q" attached hereto pursuant to which USOC shall assign to City all of USOC's right, title and interest in, under and to the Easton Lease;

5.1.5 Non-Foreign Certifications. Certificates in the forms of Exhibit "C-1" and "C-2" attached hereto duly executed by USOC (the "**Tax Certificates**");

5.1.6 Assignment of Leases. Two (2) counterparts of the Assignment of Leases in the form of Exhibit "D" attached hereto pursuant to which USOC shall assign to City all of USOC's right, title and interest in, under and to the Leases (other than the Easton Lease) (the "**Lease Assignment**");

5.1.7 Assignment of Contracts and Assumption Agreement. Two (2) counterparts of the Assignment of Contracts and Assumption Agreement in the form attached hereto as Exhibit "F," duly executed by USOC pursuant to which USOC shall assign to City all of USOC's right, title and interest in, under and to the Contracts ("**Assignment of Contracts**");

5.1.8 Bill of Sale. Two (2) counterparts of a Bill of Sale in the form attached hereto as Exhibit "G" duly executed by USOC conveying USOC's right, title and interest in and to the Personal Property ("**Bill of Sale**"); and

5.1.9 General Assignment. Two (2) counterparts of a General Assignment in the form of Exhibit "H" attached hereto duly executed by USOC (the "**General Assignment**").

5.1.10 Tenant Letter. A letter signed by USOC addressed to the tenants under the Leases advising such tenants of the sale of the Property to City, the transfer of such tenant's security deposit to City, and directing that all future rent payments and other charges under the Leases be forwarded to City at an address to be supplied by City ("**Tenant Notice Letter**"). Notwithstanding the foregoing, the Tenant Notice Letters shall not be delivered through Escrow but shall be sent directly by USOC to the tenants on the Closing, with copies to City; and

5.1.11 Proof of Authority. Such proof of USOC's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of USOC to act for and bind USOC, as may be reasonably required by Title Company.

5.2 City's Deliveries. City hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder at least one (1) business day prior to the Transfer Date the following funds, instruments and documents, the delivery of each of which shall be a condition to the Close of Escrow:

5.2.1 City's Funds. The Purchase Price, and such additional funds, if any, necessary to comply with City's obligations hereunder regarding prorations, credits, costs and expenses;

5.2.2 Core Agreement. Two (2) counterparts of the Core Agreement duly executed by City;

5.2.3 Memorandum of Core Agreement. Two (2) counterparts of the Memorandum of Core Agreement duly executed and acknowledged in recordable form by City;

5.2.4 Lease Assignment. Two (2) counterparts of the Lease Assignment duly executed by City;

5.2.5 Assignment of Contracts. Two (2) counterparts of the Assignment of Contracts duly executed by City;

5.2.6 Bill of Sale. Two (2) counterparts of the Bill of Sale duly executed by City;

5.2.7 General Assignment. Two (2) counterparts of the General Assignment duly executed by City;

5.2.8 Boathouse Lease Assignment. Two (2) counterparts of the Boathouse Lease Assignment duly executed by City;

5.2.9 Easton Lease Assignment. Two (2) counterparts of the Easton Lease Assignment duly executed by City; and

5.2.10 Proof of Authority. Such proof of City's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of City to act for and bind City, as may be reasonably required by Title Company.

6. Deliveries Upon Close of Escrow. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following:

6.1 Tax Filings. The Title Company shall file the information return for the sale of the Property required by Section 6045 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

6.2 Prorations. Prorate all matters referenced in Section 8 based upon the statement delivered into Escrow signed by the parties;

6.3 Recording. Cause the Deed, the Memorandum of Core Agreement and any other documents which the parties hereto may direct, to be recorded in the Official Records in the order directed by the parties;

6.4 City Funds. Disburse from funds deposited by City with Escrow Holder towards payment of all items and costs chargeable to the account of City pursuant hereto in payment of such items and costs and disburse the balance of such funds, if any, to City;

6.5 Documents to USOC. Deliver to USOC counterpart originals of the Core Agreement, Lease Assignment, the Assignment of Contracts, the Bill of Sale, the General Assignment, the Boathouse Lease Assignment executed by City and a conformed recorded copy of the recorded Deed and the Memorandum of Core Agreement;

6.6 Documents to City. Deliver to City an original of the Tax Certificates, and counterpart originals of the Core Agreement, Lease Assignment, Assignment of Contracts, Bill of Sale, General Assignment, Boathouse Lease Assignment appropriately executed by USOC, a conformed recorded copy of the Deed and the Memorandum of Core Agreement;

6.7 Title Policy. Direct the Title Company to issue the Title Policy to City;
and

6.8 USOC Funds. Deduct all items chargeable to the account of USOC pursuant to Section 7. If, as the result of the net proration and credits pursuant to Section 8, amounts are to be charged to the account of USOC, deduct the total amount of such charges (unless USOC elects to deposit additional funds for such items in Escrow); and if amounts are to be credited to the account of USOC, disburse such amounts to USOC, or in accordance with USOC's instructions, at Close of Escrow. Disburse the Purchase Price to USOC, or as otherwise directed by USOC, promptly upon the Close of Escrow in accordance with USOC's wire transfer instructions.

7. Costs and Expenses. City shall pay through Escrow all document recording charges, transfer taxes, the premiums for the Title Policy and any title endorsements requested by City, the Escrow Holder's fee and all other charges and fees of the Title Company and/or Escrow Company. City shall pay outside of Escrow all costs and expenses related to City's due diligence investigations, and all legal and professional fees and costs of attorneys and other consultants and agents retained by City. USOC shall pay outside of Escrow all legal and professional fees and costs of attorneys and other consultants and agents retained by USOC.

8. Prorations. The following prorations between USOC and City shall be made by Escrow Holder computed as of the Close of Escrow:

8.1 Ad Valorem Taxes. All real estate and personal property taxes attributable to the Property will be prorated at Closing. USOC shall be charged with all such taxes up to, but not including, the Transfer Date. If the applicable tax rate and assessments for the Property have not been established for the year in which Closing occurs, the proration of real estate and/or personal property taxes, as the case may be, will be based upon the rate and assessments for the preceding year. All taxes imposed because of a change of use of the Property after Closing will be paid by City. Real property tax refunds and credits received after the Closing which are attributable to a fiscal tax year prior to the Closing shall belong to USOC, and those which are attributable to the fiscal tax year in which the Closing occurs shall be prorated based upon the date of Closing. Without limiting anything in the foregoing, City acknowledges that City shall be solely responsible for any taxes associated with the conveyance of the Property to City (including any re-assessment of the Property as a result thereof).

8.2 Excise, Transfer and Sales Taxes. City will be responsible for the payment of all excise, transfer and use taxes imposed with respect to the conveyance of any personal property contemplated by this Agreement and will indemnify and hold USOC harmless from the payment of such taxes.

8.3 Lease Rentals. All non-delinquent rents (including all accrued tax and operating expense pass-throughs), charges and revenue of any kind receivable from the Leases will be prorated at Closing. USOC will receive all rents (including all accrued tax and operating expense pass-throughs), charges and other revenue of any kind receivable from the Leases up to, but not including, the Transfer Date. No proration will be made with respect to any delinquent rents of any kind receivable from the Leases for any period before Closing. All amounts collected by City subsequent to Closing relating to delinquent rents will be promptly remitted to USOC; provided, however, all rents received by City after Closing will be applied first to the rental period in which the Closing occurred, second to any current rental period following the Closing and third to satisfy delinquent rental obligations for any period before Closing not prorated at Closing. USOC will retain all ownership rights relating to any such delinquent rents; if City has not collected the same within thirty (30) days from the Transfer Date, then USOC may take such action as it deems necessary to collect such delinquent rents, including the commencement of an action against the tenants under the Leases or any other person liable for such delinquent rents, but not including any action for unlawful detainer or other action seeking to terminate such tenant's occupancy of its premises. Notwithstanding the foregoing, if any of such operating expenses and other charges and expenses are payable by tenants under the Leases (collectively, the "**Tenant Charges**") on an estimated basis, then the Tenant Charges shall be reconciled against actual charges and expenses as of and at the Closing, to the extent then possible, and USOC shall provide a proposed reconciliation for City's approval. USOC shall have a period of ninety (90) days following the actual Transfer Date to provide City with a final reconciliation of Tenant Charges. If the final reconciliation shows that USOC owes City additional sums, USOC shall deliver such amount to City, together with the delivery of the final reconciliation of the Tenant Charges. If the final reconciliation shows that City owes USOC additional sums, City shall pay such amount to USOC within ten (10) days after City's receipt of the final reconciliation. Other than as set forth above, there shall not be any further reconciliation of such Tenant Charges after the final reconciliation thereof, the proration of such Tenant Charges pursuant to the final reconciliation being conclusively presumed to be accurate. After the final reconciliation of Tenant Charges is made by and between the parties, City shall be solely liable and responsible to the tenants under the Leases for such reconciliation of Tenant Charges under the Leases. The foregoing covenants made by the parties with respect to the final reconciliation of the Tenant Charges shall survive the Closing.

8.4 Operating Expenses. All utility service charges for electricity, heat and air conditioning service, other utilities, elevator maintenance, common area maintenance, taxes other than real estate taxes such as rental taxes, other expenses incurred in operating the Property that USOC customarily pays and that are not paid by tenants directly, and any other costs incurred in the ordinary course of business or the management and operation of the Property not so paid by tenants, shall be prorated on an accrual basis. USOC shall pay all such expenses that accrue prior to the Close of Escrow and City shall pay all such expenses accruing on the Close of Escrow and thereafter. USOC and City shall obtain billings and meter readings as of the Close of Escrow to aid in such prorations. In addition, any amounts payable by USOC under any of the

Leases (including any fixed maintenance reimbursement payments made to tenants under any of the Leases) will be prorated.

8.5 Boathouse Lease Rent. All rents and other charges due from USOC under the terms of the Boathouse Lease for the month in which the Closing occurs shall be prorated as of the Closing. At the Closing, USOC shall receive a credit in an amount equal to any security deposit held by the San Diego under the Boathouse Lease or any advance payments of rent.

8.6 Contracts. Amounts payable under the Contracts shall be prorated on an accrual basis. USOC shall pay all amounts due thereunder which accrue prior to the Close of Escrow and City shall pay all amounts accruing on the Close of Escrow and thereafter.

At least two (2) business days prior to the Close of Escrow, the parties shall agree upon all of the prorations to be made and submit a statement to Escrow Holder setting forth the same. In the event that any prorations, apportionments or computations made under this Section 8 shall require final adjustment, then the parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same, but in no event shall such final adjustment occur later than ninety (90) days following the Close of Escrow. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto. The provisions of this Section 8 shall survive the Close of Escrow.

9. USOC's Representations and Warranties. USOC represents and warrants to City as of the date of this Agreement as follows:

9.1 Formation; Authority. USOC is a federally chartered non-profit entity, duly organized, validly existing and in good standing under the laws of the United States. The execution, delivery and performance of this Agreement by USOC have been duly and validly authorized by all necessary action on the part of USOC and all required consents and approvals have been duly obtained.

9.2 Compliance with Laws. Except as otherwise disclosed in the Due Diligence Items or any other information made available to City, to USOC's knowledge, USOC has not received any written notice from any governmental agency that the Property or any condition existing thereon or any present use thereof currently violates any law or regulations applicable to the Property.

9.3 Litigation. To USOC's knowledge, and except as otherwise disclosed in the Due Diligence Items or any other information delivered to City, there is no litigation, arbitration or other legal or administrative suit, action, proceeding or investigation of any kind pending or threatened in writing against or involving USOC relating to the Property or any part thereof, including, but not limited to, any condemnation action relating to the Property or any part thereof.

9.4 Known Hazardous Materials. To USOC's knowledge, and except as otherwise disclosed in the Due Diligence Items or any other information delivered to City, USOC has not received any written notices that the Property is in violation of any Environmental Laws (as defined below).

9.5 Subsequent Changes. Upon City becoming aware, by any means, of any fact or circumstance which evidences a material breach by USOC of its representations or warranties contained herein or would otherwise constitute a material breach thereof by USOC, which material breach is not cured by the Transfer Date, City, as its sole remedy, shall have the option of (i) waiving the breach of warranty or change, and proceeding with the Close of Escrow, or (ii) terminating this Agreement, in which event the Deposit and any other funds deposited by City into the Escrow and all interest earned thereon shall be returned to City, and City shall be responsible to pay for certain costs in accordance with the terms of Section 4.2 of this Agreement. Any such election shall be made by City not later than five (5) business days from City becoming aware of such fact. If City does not so elect to terminate this Agreement pursuant to this Section 9.5, then City shall be deemed to have elected to waive its rights to terminate this Agreement pursuant to this Section 9.5, elected to acquire the Property on the terms set forth in this Agreement, and waived all remedies at law or in equity with respect to any representations or warranties resulting from the facts or circumstances known to City. If the changed fact or circumstance does not evidence a material breach by USOC of its representations or warranties contained herein when made, USOC shall deliver to City updated schedules, as applicable, prior to Closing and the parties shall proceed to the Closing in accordance with the terms hereof.

9.6 USOC's Knowledge. Whenever phrases such as "**to USOC's knowledge**" or "**USOC has no knowledge**" or similar phrases are used in the foregoing representations and warranties, they will be deemed to refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Madeline Parker, Tracy Lamb, Rick Adams and Dana Schoenwetter (collectively, "**USOC's Representatives**"). No duty of inquiry or investigation on the part of USOC or USOC's Representatives will be required or implied by the making of any representation or warranty which is so limited to matters within USOC's actual knowledge, and in no event shall USOC's Representatives have any personal liability therefor.

9.7 Survival. All of the foregoing representations and warranties of USOC will survive Closing for a period of nine (9) months after the Transfer Date. No claim for a breach of any representation or warranty of USOC will be actionable or payable if (i) City does not notify USOC in writing of such breach and commence a "legal action" thereon within said nine (9) months, or (ii) the breach in question results from or is based on a condition, state of facts or other matter which was actually known to City prior to Closing.

10. AS-IS Transfer. City acknowledges, by its initials as set forth below, that the provisions of this Section 10 have been required by USOC as a material inducement to enter into the contemplated transactions, and the intent and effect of such provisions have been explained to City by City's counsel and have been understood and agreed to by City.

10.1 City's Acknowledgment. As a material inducement to USOC to enter into this Agreement and to convey the Property to City, City hereby acknowledges and agrees that:

10.1.1 AS-IS. Except as otherwise expressly set forth in this Agreement, and subject to USOC's representation and warranties set forth in this Agreement, City is purchasing the Property in its existing condition, "AS-IS, WHERE-IS, WITH ALL FAULTS," and has made or has waived all inspections and investigations of the Property and its vicinity

which City believes are necessary to protect its own interest in, and its contemplated use of, the Property.

City's Initials

10.1.2 No Representations. Other than the express representations and warranties of USOC contained in this Agreement, neither USOC, nor any person or entity acting by or on behalf of USOC, nor any direct or indirect member, partner, officer, director, or employee of USOC, nor any agent, affiliate, successor or assign of USOC (collectively, the "**USOC Group**") has made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to City upon which City is relying, or in connection with which City has made or will make any decisions concerning the Property or its vicinity including, without limitation, its use, condition, value, compliance with "Governmental Regulations," existence or absence of Hazardous Substances, or the permissibility, feasibility, or convertibility of all or any portion of the Property for any particular use or purpose, including, without limitation, its present or future prospects for sale, lease, development, occupancy or suitability as security for financing. As used herein, the term "Governmental Regulations" means any laws (including Environmental Laws), ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, Hazardous Substances, occupational health and safety, handicapped access, water, earthquake hazard reduction, and building and fire codes) of any governmental or quasi-governmental body or agency claiming jurisdiction over the Property. As used in this Agreement, the following definitions shall apply: "**Environmental Laws**" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, whether statutory or common law, as amended from time to time, and all federal and state court decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Clean Water Act, 33 U.S.C. § 1251, et seq. "**Hazardous Substances**" shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws, and includes asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum-based products and petroleum additives and derived substances, lead-based paint, mold, fungi or bacterial matter, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

City's Initials

10.1.3 No Implied Warranties. Excepting any representation or warranty set forth herein, USOC hereby specifically disclaims: (a) all warranties implied by law arising out of or with respect to the execution of this Agreement, any aspect or element of the Property,

or the performance of USOC's obligations hereunder including, without limitation, all implied warranties of merchantability, habitability and/or fitness for a particular purpose; and (b) any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil, and geology, the suitability thereof and of the Property or other items conveyed hereunder for any and all activities and uses which City may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other Hazardous Substances) or compliance with applicable Environmental Laws; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the property or other items conveyed hereunder or its operation with any governmental regulations.

City's Initials

10.1.4 Information Supplied by USOC. City specifically acknowledges and agrees that USOC has made no representation or warranty of any nature concerning the accuracy or completeness of any documents delivered or made available for inspection by USOC to City, including, without limitation, the Due Diligence Items, and that City has undertaken such inspections of the Property as City deems necessary and appropriate and that City is relying solely upon such investigations and not on any of the Due Diligence Items or any other information provided to City by or on behalf of USOC. As to the Due Diligence Items, City specifically acknowledges that they have been prepared by third parties with whom City has no privity and City acknowledges and agrees that no warranty or representation, express or implied, has been made, nor shall any be deemed to have been made, to City with respect thereto, either by USOC or the USOC Group or by any third parties that prepared the same.

City's Initials

10.1.5 Release. As of the Close of Escrow, City and the City Parties hereby fully and irrevocably release USOC and the USOC Group from any and all claims that the City Parties may have or thereafter acquire against USOC and/or the USOC Group for any cost, loss, liability, damage, expense, demand, action or cause of action ("**Claims**") arising from or related to any matter of any nature relating to, the Property including, without limitation, the physical condition of the Property, any latent or patent construction defects, errors or omissions, compliance with law matters, Hazardous Substances and other environmental matters within, under or upon, or in the vicinity of the Property, including, without limitation, any Environmental Laws. The foregoing release by City and the City Parties shall include, without limitation, any Claims City and/or the City Parties may have pursuant to any statutory or common law right City may have to receive disclosures from USOC, including, without limitation, any disclosures as to the Property's location within areas designated as subject to flooding, fire, seismic or earthquake risks by any federal, state or local entity, the presence of Hazardous Substances on or beneath the Property, the need to obtain flood insurance, the certification of water heater bracing and/or the advisability of obtaining title insurance, or any other condition or circumstance affecting the Property, its financial viability, use or operation, or

any portion thereof. This release includes Claims of which City is presently unaware or which City does not presently suspect to exist in its favor which, if known by City, would materially affect City's release of the USOC and/or the USOC Group. In connection with the general release set forth in this Section 10.1.5, City specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

City's Initials

Notwithstanding anything to the contrary set forth in this Section 10.1.5, the foregoing release is not intended to and does not cover any claims (i) arising from a breach of USOC's representations or warranties set forth in this Agreement, (ii) any claims for personal injury or other tort claims based on events occurring prior to the Transfer Date, and (iii) any and all employment claims made by employees of USOC to the extent the same relate to the period prior to the Transfer Date (such claims in clauses (ii) and (iii) being referred to herein as "**Pre-Transfer Date Excluded Claims**"). USOC hereby agrees to indemnify, defend and hold City harmless from and against any and all Pre-Transfer Date Excluded Claims.

10.1.6 Natural Hazard Disclosure. City and USOC acknowledge that USOC is required to disclose if any of the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency; (ii) an area of potential flooding; (iii) a very high fire hazard severity zone; (iv) a wild land area that may contain substantial forest fire risks and hazards; (v) an earthquake fault or special studies zone; or (vi) a seismic hazard zone. City acknowledges that USOC will employ the services of Disclosure Source ("**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies and to report the results of its examination to City in writing. The written report prepared by the Natural Hazard Expert regarding the results of its examination fully and completely discharges USOC from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of USOC for errors and/or omissions not within its personal knowledge shall be deemed to apply, and the Natural Hazard Expert shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above.

10.1.7 Section 25359.7. City acknowledges and agrees that the sole inquiry and investigation USOC conducted in connection with the environmental condition of the Property is to obtain the environmental report(s) which are part of the Due Diligence Items and that, for purposes of California Health and Safety Code Section 25359.7, USOC has acted reasonably in relying upon said inquiry and investigation, and the delivery of this Agreement constitutes written notice to City under such code section.

11. Casualty and Condemnation.

11.1 Material Casualty. In the event that prior to the Close of Escrow a material portion of the Real Property is destroyed or materially damaged, City shall have the right, exercisable by giving written notice to USOC within thirty (30) days after receipt of written notice of such damage or destruction, either (i) to terminate this Agreement in which event the Deposit and all interest accrued thereon shall be immediately returned to City, any other money or documents in Escrow shall be returned to the party depositing the same, and the provisions of Section 4.4 shall apply, or (ii) to accept the Real Property in its then condition and to proceed with the consummation of the transaction contemplated by this Agreement, with an abatement or reduction in the Purchase Price in the amount of the deductible for the applicable insurance coverage, and to receive an assignment of all of USOC's rights to any insurance proceeds payable by reason of such damage or destruction, other than rental abatement/rent loss insurance attributable to the period of time prior to the Closing which shall be retained by or paid to USOC. If City elects to proceed under clause (ii) above, USOC shall not compromise, settle or adjust any claims to such proceeds without City's prior written consent.

11.2 Non-Material Casualty. In the event that prior to the Close of Escrow a non-material portion of the Real Property is damaged or destroyed, USOC shall, subject to the following sentence, repair or replace such damage prior to the Close of Escrow. Notwithstanding the preceding sentence, in the event USOC elects not to or is unable to repair or replace such damage, USOC shall notify City in writing of such fact (the "**Non-Repair Notice**") and City shall thereafter accept the Real Property in its then condition, and proceed with the transaction contemplated by this Agreement and City shall receive an abatement or reduction in the Purchase Price in the amount of the deductible for the applicable insurance coverage, and City shall be entitled to an assignment of all of USOC's rights to any insurance proceeds payable by reason of such damage or destruction, other than rental abatement/rent loss insurance attributable to the period of time prior to the Closing which shall be retained by or paid to USOC. In the event USOC does not repair or replace such damages, USOC shall not compromise, settle or adjust any claims to such proceeds without City's prior written consent.

11.3 Material Condemnation. In the event that prior to the Close of Escrow, all or any material portion of the Real Property is subject to a taking by a public or governmental authority, City shall have the right, exercisable by giving written notice to USOC within thirty (30) days after receiving written notice of such taking, either (i) to terminate this Agreement, in which event the Deposit and all interest accrued thereon shall be immediately returned to City, any other money or documents in Escrow shall be returned to the party depositing the same, and (ii) to accept the Real Property in its then condition, without a reduction in the Purchase Price, and to receive an assignment of all of USOC's rights to any condemnation award or proceeds payable by reason of such taking. If City elects to proceed under clause (ii) above, USOC shall not compromise, settle or adjust any claims to such award without City's prior written consent.

11.4 Non-Material Condemnation. In the event that prior to the Close of Escrow, any non-material portion of the Real Property is subject to a taking by any public or governmental authority, City shall accept the Real Property in its then condition and proceed with the consummation of the transaction contemplated by this Agreement, in which event City shall be entitled to an assignment of all of USOC's rights to any award or proceeds payable in connection with such taking. In the event of any such non-material taking, USOC shall not compromise, settle or adjust any claims to such award without City's prior written consent.

11.5 Materiality Standard. For purposes of this Section 10, damage to the Real Property or a taking of a portion thereof shall be deemed to involve a material portion thereof if the estimated cost of restoration or repair, as estimated by City and USOC in their reasonable discretion, of such damage or the amount of the condemnation award with respect to such taking shall exceed \$2,000,000.00.

11.6 Notice of Casualty and Condemnation. USOC agrees to give City prompt written notice of any taking of, proposed taking of, damage to or destruction of the Real Property.

12. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by telecopy, receipt confirmed, and shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, and if not so received, shall be deemed received upon the following business day.

To USOC: Chief of Paralympic Sport and NGB Organizational
Development, U.S. Paralympics United States Olympic
Committee
One Olympic Plaza
Colorado Springs, CO 80907
Fax No.:

With a copy to: General Counsel
United States Olympic Committee
One Olympic Plaza
Colorado Springs, CO 80907
Fax No.:

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
515 S. Figueroa Street, 9th Floor
Los Angeles, California 90071
Attn: David B. Stone
Fax No.: (213) 620-8816

To City: At City's Notice Address set forth in the Summary of
Business Terms.

To Escrow Holder: At Escrow Holder's Address set forth in the Summary of
Business Terms.

Notice of change of address shall be given by written notice in the manner detailed in this Section 11.

13. Default.

13.1 Default by USOC. In the event that USOC fails to perform any of the material covenants or agreements contained herein which are to be performed by USOC, City may, at its option and as its exclusive remedy, either (i) terminate this Agreement by giving written notice of termination to USOC, and both City and USOC will be relieved of any further obligations or liabilities hereunder, except for those obligations which expressly survive any termination hereof, or (ii) seek specific performance of this Agreement. If City elects the remedy in subsection (ii) above, City must commence and file such specific performance action in the appropriate court not later than thirty (30) days following the Transfer Date. Except as specifically set forth in this Section 12.1, City does hereby specifically waive any right to pursue any other remedy at law or equity for such default of USOC, including, without limitation, any right to seek, claim or obtain actual damages, punitive damages or consequential damages.

13.2 Default by City. IN THE EVENT THE CLOSE OF ESCROW DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF CITY AND PROVIDED USOC IS NOT OTHERWISE IN DEFAULT, CITY AND USOC AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH USOC MAY SUFFER. THEREFORE CITY AND USOC DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT USOC WOULD SUFFER IN THE EVENT THAT CITY DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE AN AMOUNT EQUAL TO \$50,000.00, TOGETHER WITH THE ACCRUED INTEREST THEREON; AND, AS USOC'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), SAID AMOUNT SHALL BE DISBURSED TO USOC AS THE FULL, AGREED AND LIQUIDATED DAMAGES FOR A BREACH OF THIS AGREEMENT BY CITY WHICH RESULTS IN THE CLOSE OF ESCROW NOT OCCURRING, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES IN RESPECT OF CITY'S BREACH OF THIS AGREEMENT BEING HEREIN EXPRESSLY WAIVED BY USOC. SUCH PAYMENT OF THE DEPOSIT IS NOT INTENDED AS A PENALTY, BUT AS FULL LIQUIDATED DAMAGES. NOTHING CONTAINED IN THIS SECTION SHALL LIMIT USOC'S RIGHT TO RECEIVE REIMBURSEMENT FOR COSTS AND EXPENSES PURSUANT TO SECTION 15.5 BELOW, NOR WAIVE OR AFFECT CITY'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS.

USOC'S INITIALS

CITY'S INITIALS

13.3 Indemnities; Defaults after Closing or Termination. The limitations on the parties' remedies set forth in Sections 13.1 and 13.2 will not be deemed to prohibit either party from (i) specifically seeking indemnification from the other for any matter with respect to which such other party has agreed hereunder to provide indemnification or from seeking damages from such other party in the event it fails or refuses to provide such indemnification; (ii) subject to the terms, conditions and limitations of this Agreement, seeking damages incurred during the period of time after Closing that a representation or warranty given as of the Transfer Date by the other party hereunder survives Closing, for the other party's breach of such representation or warranty discovered after such Closing; or (iii) subject to the terms, conditions and limitations of this Agreement seeking damages or such equitable relief as may be available for the other party's failure to perform after any termination of this Agreement any obligation hereunder which

expressly survives such termination; provided, however, that in no event whatsoever will either party be entitled to recover from the other any punitive, consequential or speculative damages.

USOC'S INITIALS

CITY'S INITIALS

13.4 Limited Liability. Notwithstanding anything to the contrary herein, City on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns (collectively, the "**City Parties**") hereby agrees that in no event or circumstance shall any of the USOC Group (other than USOC), USOC's property management company or affiliated or related entities of USOC have any personal liability under this Agreement. Notwithstanding anything to the contrary contained herein: (a) the maximum aggregate liability of USOC, and the maximum aggregate amount which may be awarded to and collected by City (including, without limitation, for any breach of any representation, warranty and/or covenant of USOC) under this Agreement or any documents executed pursuant hereto or in connection herewith, including, without limitation, the Exhibits attached hereto (collectively, the "**Other Documents**") shall, under no circumstances whatsoever, exceed \$100,000.00 (the "**CAP Amount**"); and (b) no claim by City alleging a breach by USOC of any representation, warranty and/or covenant of USOC contained herein or any of the Other Documents may be made, and USOC shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by City alleging a breach by USOC of any such representation, warranty and/or covenant, is for an aggregate amount in excess of \$20,000.00 (the "**Floor Amount**"), in which event USOC's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the CAP Amount set forth in clause (a) above; provided, however, that if any such final judgment is for an amount that is less than or equal to the Floor Amount, then USOC shall have no liability with respect thereto.

14. Assignment. City may not assign, transfer or convey its rights and obligations under this Agreement or in the Property without the prior written consent of USOC (which consent may be withheld in USOC's sole and absolute discretion), and no such approved assignment shall relieve City from its liability under this Agreement.

15. Miscellaneous.

15.1 Governing Law. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

15.2 Partial Invalidity. If any term or provision or portion thereof of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.3 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

15.4 Successors and Assigns. Subject to the provisions of Section 13, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

15.5 Professional Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit and any appeals therefrom, and enforcement of any judgment in connection therewith, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

15.6 Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

15.7 Time of Essence/Business Days. USOC and City hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (Pacific time) on such date or dates, and references to "days" shall refer to calendar days except if such references are to "business days" which shall refer to days which are not Saturday, Sunday or a legal holiday. Notwithstanding the foregoing, if any period terminates on a Saturday, Sunday or a legal holiday, under the laws of the State of California, the termination of such period shall be on the next succeeding business day.

15.8 Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. In the event the date on

which City or USOC is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. Confidentiality. The parties agree that this Agreement and all materials and information exchanged in connection therewith will be subject to the terms of the August 13, 2014 Confidentiality Agreement between the parties, as if such terms were recited herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

"USOC"

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____
Name: _____
Title: _____

"CITY"

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____
Name: _____
Title: _____

JOINDER BY ESCROW HOLDER

Escrow Holder (as defined in Section 3 of Article I above) hereby acknowledges that it has received this Agreement executed by the USOC and City and accepts the obligations of and instructions for the Escrow Holder set forth herein. Escrow Holder agrees to disburse and/or handle the Purchase Price and all closing documents in accordance with this Agreement.

Dated: _____, 20__

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

[To be provided]

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

(Above Space For Recorder's Use Only)

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

Documentary transfer tax is \$ _____

- computed on full value of property conveyed, or
- computed on full value, less value of liens and encumbrances remaining at time of sale.

THE PROPERTY IS LOCATED IN _____, CALIFORNIA.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity, hereby GRANTS to CITY OF CHULA VISTA, a chartered municipal corporation, that certain real property which is more particularly described on Exhibit "A" which is attached hereto.

Subject to:

1. Nondelinquent taxes and assessments;
2. All other covenants, conditions, and restrictions, reservations, rights, rights of way, easements, encumbrances, liens, and title matters of record or visible from an inspection of the property or which an accurate survey of the property would disclose.

Dated: _____, 20__

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "C-1"

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a _____
 ("**Transferee**"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("**Code**") will not be required upon the transfer of certain real property to the Transferee by _____, a _____ ("**Transferor**"), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor's office address is United States Olympic Committee, One Olympic Plaza, Colorado Springs, CO 80907;
4. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii).

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: _____, 20__

"TRANSFEROR"

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT "C-2"

[NOTE: CA 593-C TO BE UPDATED BASED UPON APPLICABLE YEAR]

EXHIBIT "D"

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES ("Assignment") is made this ____ day of _____, 20__ ("**Assignment Date**") by and between the UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity ("**Assignor**"), and the CITY OF CHULA VISTA, a chartered municipal corporation ("**Assignee**").

W I T N E S S E T H:

A. Assignor and Assignee, entered into that certain Agreement of Property Transfer and Joint Escrow Instructions dated as of _____, 20__ ("**Agreement**"), respecting the sale of the Property. Capitalized terms used herein and not separately defined have the meanings ascribed to them in the Agreement.

B. Under the Agreement, Assignor is obligated to assign to Assignee all of Assignor's right, title and interest in and to the Leases and security deposits paid by tenants ("**Tenants**") under the Leases (as defined below) to Assignor ("**Deposits**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective as of the Assignment Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the leases listed on Schedule 1 attached hereto (collectively, the "**Leases**") and the Deposits and Assignee hereby accepts such assignment. Notwithstanding the foregoing or anything to the contrary contained herein, Assignor shall retain all rights, title and interest in and to all rentals and other amounts payable by Tenants, and other rights and claims against any parties, under the Leases for the period of time prior to the Assignment Date.

2. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees or assigns, such documents as Assignee or they may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees and assigns the Leases and the Deposits.

3. Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor as landlord under the Leases accruing or arising on or after the Assignment Date. Assignee shall protect, defend, indemnify and hold harmless Assignor with respect to any and all claims, costs, liability or damages arising out of or relating to any purported breaches by Assignee of the Leases which accrue on or after Assignment Date. Assignor shall protect, defend, indemnify and hold harmless Assignee with respect to any and all claims, costs, liability or damages arising out of or relating to any purported breaches by Assignor of the Leases which accrue prior to the Assignment Date.

4. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or

provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

"Assignor"

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____
Name: _____
Title: _____

"Assignee"

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT "E"

ASSIGNMENT AND ASSUMPTION OF BOATHOUSE LEASE

This ASSIGNMENT AND ASSUMPTION OF BOATHOUSE LEASE (this "**Assignment**") is made this ___ day of _____, 20__, by and between UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity ("**Assignor**"), and the CITY OF CHULA VISTA, a chartered municipal corporation ("**Assignee**"), with reference to the following facts:

R E C I T A L S :

A. Assignor is the lessee under that certain Lease executed as of August 17, 1992 by and between the City of San Diego, as lessor ("**Lessor**") and the Foundation, that certain Memorandum of Lease by and between San Diego and the Foundation recorded on September 1, 1995 in the Official Records as Instrument No. 1995-0389092, that certain Assignment and Assumption of Lease between the Foundation and the USOC recorded on September 1, 1995 in the Official Records as Instrument No. 1995-0389094, that certain First Amendment to Lease Agreement dated as of December 6, 1995, and that certain Second Amendment to Lease Agreement dated _____ (collectively, the "**Boathouse Lease**")

B. Pursuant and subject to the terms of that certain Agreement of Property Transfer and Joint Escrow Instructions dated as of _____, 20__, entered into by Assignor and Assignee (the "**Agreement**"), Assignor now desires to assign and transfer to Assignee its leasehold interest under the Boathouse Lease.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein below set forth, it is agreed:

1. Effective as of the Closing (as defined in the Agreement), Assignor assigns and transfers to Assignee all of Assignor's interest as lessee under the Boathouse Lease (the "**Transferred Interest**"), subject to the payments, terms, covenants and obligations set forth in the Boathouse Lease and the terms of the Agreement.

2. Effective as of the Closing, Assignee accepts the assignment of the Transferred Interest and assumes all obligations of the holder of the Transferred Interest first arising from and after the Closing (as such term is defined in the Agreement). Effective as of the Closing, Assignee shall be entitled to all rights and benefits accruing to the holder of the Transferred Interest from and after the Closing and Assignee agrees to be bound by the terms of the Transferred Interest. Assignee shall protect, defend, indemnify and hold harmless Assignor with respect to any and all claims, costs, liability or damages arising out of or relating to any purported breaches by Assignee of the Boathouse Lease which accrue on or after Assignment Date. Assignor shall protect, defend, indemnify and hold harmless Assignee with respect to any and all claims, costs, liability or damages arising out of or relating to any purported breaches by Assignor of the Boathouse Lease which accrue prior to the Assignment Date.

3. Assignee shall, and by the execution of this Assignment, hereby does, forever and fully release Assignor, its officers, directors, managers, members, partners, affiliates, agents and employees, and its and their respective successors and assigns, of and from any and all losses, liabilities, damages, claims, demands, cause of action, costs, expenses and obligations arising out of, under, or in any way connected with the Transferred Interest.

4. The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. In the event a dispute arises concerning this Assignment, the prevailing party in such dispute shall be entitled to receive from the other party any and all costs and expenses incurred by the prevailing party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

6. This Assignment shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

7. This Assignment may be executed in counterparts which taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Boathouse Lease as of the date set forth above.

"ASSIGNOR"

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____
Name: _____
Title: _____

"ASSIGNEE"

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT "F"

ASSIGNMENT OF CONTRACTS AND ASSUMPTION AGREEMENT

This Assignment of Contracts and Assumption Agreement (the "**Assignment**") is made and entered into as of this ____ day of _____, 20__ ("**Assignment Date**"), by and between UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity ("**Assignor**"), and the CITY OF CHULA VISTA, a chartered municipal corporation ("**Assignee**"), with reference to the following facts.

R E C I T A L S :

A. Assignor and Assignee, are parties to that certain Agreement of Property Transfer and Joint Escrow Instructions, made and entered into as of _____, 20__ (the "**Agreement**"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor the Property. Capitalized terms used herein and not separate defined have the meanings ascribed to them in the Agreement.

B. Assignee has acquired fee title to the Real Property from Assignor on the Assignment Date. Assignor now desires to assign and transfer to Assignee all of Assignor's rights and interests in, to and under the Contracts, as hereinafter defined.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Assumption.** Effective as of the Assignment Date, Assignor hereby grants, transfers, conveys, assigns and delegates to Assignee all of its rights and interests of Assignor in, to and under the Contracts that are set forth in Schedule 1 attached hereto and made a part hereof; provided, however, such assignment, transfer and sale shall not include any rights or claims arising prior to the Assignment Date which Assignor may have against any party to the Contracts. Assignee hereby accepts such assignment and delegation by Assignor and agrees to fully perform and assume all the obligations of Assignor under the Contracts first arising from and after the Assignment Date. Assignee shall protect, defend, indemnify and hold harmless Assignor with respect to any and all claims, costs, liability or damages arising out of or relating to any purported breaches by Assignee of the Contracts which accrue on or after Assignment Date. Assignor shall protect, defend, indemnify and hold harmless Assignee with respect to any and all claims, costs, liability or damages arising out of or relating to any purported breaches by Assignor of the Contracts which accrue prior to the Assignment Date.

2. **No Warranties.** Assignee does hereby covenant with Assignor, and represents and warrants to Assignor, that Assignor is transferring each of the Contracts to Assignee (to the extent the terms of any of the Approved Contracts do not limit or restrict such right) without any warranty of any kind or nature. This Assignment shall not be construed as a representation or warranty by Assignor as to the transferability or enforceability of the Approved Contracts, and Assignor shall have no liability to Assignee in the event that any or all of the Approved Contracts (a) are not transferable to Assignee or (b) are canceled or terminated by reason of this Assignment or any acts of Assignee.

3. Dispute Costs. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document.

5. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

6. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

7. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

ASSIGNOR:

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____

Name: _____

Title: _____

ASSIGNEE:

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT "G"

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity ("**USOC**"), does hereby GRANT, SELL, CONVEY, TRANSFER AND DELIVER to CITY OF CHULA VISTA, a chartered municipal corporation ("**City**"), without any warranty of any kind (except as provided hereinbelow), any and all of USOC's rights, title and interests in and to the personal property owned and utilized by USOC in connection with the operation and management of, and located at, the real property described in Exhibit "A" attached hereto and made a part hereof (the "**Personal Property**"); provided, however, such transfer, assignment and sale shall not include any rights or claims arising prior to the date hereof which USOC may have against any person with respect to such Personal Property; provided further, however, that USOC hereby represents and warrants to City that as of the date hereof, USOC has not assigned all or any portion of its right, title and interest to such Personal Property to any other party.

From and after the date of this Bill of Sale, it is intended by the parties that City and its successors and assigns shall have the right to use, have, hold and own the Personal Property forever. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document. USOC and City agree that the delivery of an executed copy of this Bill of Sale by facsimile shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Bill of Sale had been delivered.

City hereby acknowledges, covenants, represents and warrants that USOC has made absolutely no warranties or representations of any kind or nature regarding title to the Personal Property or the condition of the Personal Property.

City on behalf of itself and its officers, directors, employees, partners, agents, representatives, successors and assigns hereby agrees that in no event or circumstance shall USOC or its partners, members, trustees, employees, representatives, officers, related or affiliated entities, successors or assigns have any personal liability under this Bill of Sale, or to any of City's creditors, or to any other party in connection with the Personal Property or the Property.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, this Bill of Sale has been executed as of this ____ day of _____, 20__.

USOC:

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____
Name: _____
Title: _____

CITY:

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT "H"

GENERAL ASSIGNMENT

This General Assignment is made as of the ____ day of _____, 20__ ("**Assignment Date**"), by UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity (the "**Assignor**"), and CITY OF CHULA VISTA, a chartered municipal corporation (the "**Assignee**").

Pursuant to that certain Agreement of Property Transfer and Joint Escrow Instructions dated as of _____, 20__ (the "**Agreement**"), Assignee has this day acquired from Assignor the Property. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

In consideration of the acquisition of the Property by Assignee and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and sets over unto Assignee, without representation or warranty of any kind, and Assignee hereby accepts from Assignor, any and all of Assignor's right, title and interest in and to (i) all freely transferable warranties and guaranties (the "**Warranties and Guaranties**"), if any, with respect to the Property, (ii) all freely transferable consents, authorizations, variances or waivers, licenses, permits and approvals ("**Approvals**") from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality of any nature relating solely to the Property and (iii) all intangible property used in connection with the Property; provided, however, such transfer, assignment and sale shall not include any rights or claims arising prior to the Assignment Date which Assignor may have against any person with respect to the Warranties and Guaranties and the Approvals.

2. **Dispute Costs.** In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document.

4. **Survival.** This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

5. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

6. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the date above-written.

"ASSIGNOR"

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____
Name: _____
Title: _____

"ASSIGNEE"

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT "I"

LIST OF LEASES

1. AT&T Wireless PCS Lease Agreement - 08/30/2002
2. AT&T Wireless PCS/New Cingular Wireless Lease Agreement First Amendment – 01/20/2006
3. AT&T Wireless PCS/New Cingular Wireless Lease Agreement Second Amendment – 07/02/2008
4. Cingular Wireless/Pacific Bell Wireless Lease Agreement – 01/29/2003
5. Cox PCS Assets Lease Agreement 01/01/2001
6. Cox PCS - Sprint Communications Renewal Letter – 05/28/2004
7. Cox PCS - Sprint Communications Letter of Authorization 03/14/2013
8. Easton Sports Development Foundation License, Lease and Operations Agreement – 06/13/2012
9. Easton Sports Development Foundation First Amendment to License, Lease and Operations Agreement – 11/09/2012
10. Easton Sports Development Foundation Housing Development Agreement – 06/13/2012
11. Easton Sports Development Foundation II Contribution Agreement – 06/13/2012 (the documents referenced in 8 through 11 are collectively referred to as the "**Easton Lease**")
12. Nextel of California, Inc. Lease Agreement – 06/18/2002
13. SBA Properties (formerly Cox PCS) Master Assignment and Assumption Agreement – 04/18/2013
14. T-Mobile West Tower extended term letter – 09/29/2013
15. TowerCo Assets (formerly Cox/Sprint) Lease Agreement – 04/05/2011
16. Verizon Wireless Lease Agreement – 03/01/2001
17. Verizon Wireless Lease Agreement extended term letter – 08/26/2015
18. Verizon Wireless Conditional Use Permit – 11/16/2011

EXHIBIT "J"

LIST OF CONTRACTS

1. A.O. Reed Master Services Agreement - 01/04/2014
2. A-1 Golf Cars Master Services Agreement – 04/27/2015
3. AB Window Cleaning Master Services Agreement – 05/30/2015
4. Air Cleaning Technology Services Agreement – 01/01/2015
5. Alcantara & Paving Company Master Services Agreement – 01/26/2015
6. Alcantara Earthwork & Paving Company Master Services Agreement – 05/01/2015
7. Allied Reliability Group Master Services Agreement – 01/26/2016
8. Andrades General Service Master Services Agreement – 07/21/2015
9. Andrus Audio, Inc. Master Services Agreement – 01/28/2015
10. Best Washer Sales & Service Master Services Agreement – 09/03/2015
11. Chula Vista Elementary School District Memorandum of Understanding – 09/08/2004
12. Cla-Val Co. Master Services Agreement – 01/25/2016
13. DeHart Backflow Master Services Agreement – 09/01/2015
14. Diamond Environmental Services Master Services Agreement – 06/01/2014
15. EHMCKE Master Services Agreement – 07/27/2015
16. FCC Radio Station License Authorization – 08/21/2012
17. Gateway Engineering, Inc. Master Services Agreement – 04/14/2015
18. Hawthorne Machinery Company Master Services Agreement – 05/30/2015
19. Heaviland Enterprises Master Services Agreement – 01/01/2014
20. J&M Interior Specialties Master Services Agreement – 01/04/2016
21. Loss Prevention Systems Master Services Agreement – 06/01/2015
22. Lueders Equipment Services Master Services Agreement – 04/15/2015
23. Mammal LLC Master Services Agreement – 02/12/2015

24. Orr Builders Master Services Agreement – 12/07/2015
25. Otis Elevator Master Services Agreement – 08/01/2014
26. Precision Racing Master Services Agreement – 12/01/2015
27. Robnetts Upholstery Master Services Agreement – 01/25/2016
28. Rochester Midland Corporation Master Services Agreement – 05/30/2015
29. San Diego Refrigeration Master Services Agreement – 02/16/2015
30. Securitas Security Services/Pinkerton's Inc. – 10/17/2002
31. Securitas Security Services Amendment #1 – 01/01/2008
32. Securitas Security Services - Amendment #2 – 02/06/2011
33. Securitas Security Services - Amendment #3 – 08/20/2012
34. Service Electric Inc. Master Services Agreement – 02/16/2015
35. Super Shuttle Agreement – 06/19/2015
36. Tennant Sales and Services Company Master Services Agreement – 02/12/2015
37. Toro National Support Network Services Agreement – 10/01/2014
38. TraLu Conveyor Parts and Service Master Services Agreement – 05/30/2015
39. Vortex Maintenance, Inc. Services Agreement – 01/01/2014
40. Vortex Maintenance, Inc. Services Agreement First Amendment – 09/01/2015
41. Western Exterminator Company Services Agreement – 01/01/2014
42. Xerox Service Agreement – N/A

EXHIBIT "K"

LEGAL DESCRIPTION OF EASTON LAND[To be provided]

EXHIBIT "L"

LIST OF EXCLUDED PERSONAL PROPERTY

- Sports Medicine flatbed golf cart – EZGO Model 607362; Serial Number: 2747083
- The following Information Technology equipment and networks:

Device	Brand	Model	Device Name	Location
Network Switch	HP	5412zl	cv-sw-mdf-01	Network Room
Wan Optimizer	Exinda	4061	cv-exinda-01	Network Room
Firewall	Mikrotik	CCR1036-12G-4S	cv-ccr-01	Network Room
Firewall	Mikrotik	CCR1036-12G-4S	cv-ccr-02	Network Room
Network Switch	HP	5406zl	cv-sw-sportsmed01	Sports Med
Network Switch	HP	5406zl	cv-sw-perfservannex01	Sport Performance
Network Switch	HP	5406zl	cv-admin-01	Admin bldg.
Network Switch	HP	2910a-24G-PoE	cv-sw-archery01	Archery shed
Network Switch	HP	5406zl	cv-sw-attconnx01	ATT Center
Network Switch	HP	2910a-24G-PoE	cv-sw-boathouse01	Boathouse
Network Switch	HP	5406zl	cv-sw-200-01	Dorm 200
Network Switch	HP	2520-8-PoE	cv-sw-ecp02	Guard Shack
Network Switch	HP	2910a-24G-PoE	cv-sw-fieldhockey01	Fieldhockey Shack
Network Switch	HP	2910a-24G-PoE	cv-sw-fmd01	FMD
Network Switch	HP	5406zl	cv-sw-shiperecv01	Shipping/Receive
Network Switch	HP	5406zl	cv-sw-strcond01	Strength/Cond Gym
Network Switch	HP	2910a-24G-PoE	cv-sw-trackandfield01	Track
Network Switch	HP	2610-48-PWR	cv-sw-triplewide	Trip Wide Trailer
Network Switch	HP	5406zl	cv-sw-viscenter01	Visitor Center

Vendor	Model	Speed	Service	Location
AT&T MPLS	Cisco	4-T1s (6Mb/s)	MPLS	Network Room
Cox	Cisco	150M/20M Internet	Goldnet/Staff Internet	Network Room

- The following items and memorabilia from the Olympic and Paralympic Games, athletes, and others:

Item No.	Description	Dimensions	Location	Count
PA001-CV	LeRoy Neiman signed artist proof dated Aug. 24, 1972, XXOlympiad, Munchen - Racewalkers: 3 racewalkers in foreground on purple, lavender and grown strips of a track with 4 Track & Field athletes in background. Water Color in silver wood frame and dark blue matting. 1 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1

PA002-CV	LeRoy Neiman signed artist proof dated Aug. 25, 1972, XXOlympiad, Munchen - Olympic Village: Four athletes from different countries: USA, CCCP, Egypt pin trading. Two more figures in background in pencil and outline. Water Color in silver wood Frame and matted in dark blue with silver trim. 2 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
PA003-CV	LeRoy Neiman signed artist proof dated 1972, XXOlympiad, Munchen - US Basketball Team 5 1 on 1 games Olympic Park Munchen. Players identified by Neiman: left to right: (coach?) Bill Russell, Kevin Joyce, Bob Jones, McMillan, Doug Collins, Davis, Henderson, Bantam, Ratliff, Brewer, D. Jones. Water Color in silver wood frame and dark blue matting. 3 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
PA004-CV	LeRoy Neiman signed artist proof dated 1972, XXOlympiad, Munchen - Boxing Hall: Duane Bobick Heavyweight. Two images of Bobick from end of 1st round and end of 2nd round. Bobick in USA #35 Olympic uniform with pink background and corner man seen through the ropes of the boxing ring. "Corner man not allowed in ring" written in pencil by Neiman. Water Color in silver wood frame and dark blue matting. 4 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
PA005-CV	LeRoy Neiman signed artist proof dated Aug. 26, 1972, XXOlympiad, Munchen - "Woods" George Woods (USA, silver) competing in Men's Shot Put. Woods in blue USA Olympic Uniform in center of shot put ring putting the shot with sketched onlookers in background. Water Color in silver wood frame and dark blue matting. 5 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
PA006-CV	LeRoy Neiman signed artist proof dated Aug. 31, 1972, XXOlympiad, Munchen - "Gymnastique - Olga Korbut" Practice at Sporthall Olympic Park. Olga Korgut in pink leotard at chalk stand with steps leading up to pommel horse in background. Water Color in silver wood frame and dark blue matting. 6 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
PA007-CV	LeRoy Neiman signed artist proof dated Sept. 1, 1972, XXOlympiad, Munchen - Wassili Alekeyev [Vasily Alekseyev] at Gewichtberhalle, Messegele. Vasily is in red uniform overlooking female weightlifter on floor in blue with barbells raised. Water Color in silver wood frame and dark blue matting. 7 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1

PA008-CV	LeRoy Neiman signed artist proof of Mark Spitz with multiple dates: Aug. 28 (4x100m Free & 200m Butterfly), Aug. 29 (200m Free), Aug. 31 (4x200m Free & 100m Butterfly), Sept. 3 (100m Free) and Sept. 4, 1972 (4x100m Medley), XXOlympiad, Munchen - Mark Spitz "Schwimmhalle Olympiadpark. 7 poses of Mark Spitz with gold medal in podium jacket: Water Color in silver wood frame and dark blue matting. 8 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
PA009-CV	LeRoy Neiman signed artist proof dated Sept. 5, 1972, XXOlympiad, Munchen - "5 PM, Olympic Village." German military/police in green (2) with abc cameraman in yellow and tan in center with athletes and Olympic Village behind. Shown in upper right hand corner is balcony with athletes/terrorists. Water Color in silver wood frame and dark blue matting. 9 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
PA010-CV	LeRoy Neiman signed artist proof dated Sept. 5, 1972, XXOlympiad, Munchen - "Tuesday, Sept. 5, 1972, 11 AM, Olympic Village." German Military/police in green (3) with abc cameraman behind one military/policeman in center with athletes and Olympic Village behind. Water Color in silver wood frame and dark blue matting. 10 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
PA011-CV	LeRoy Neiman signed artist proof dated Sept. 5, 1972, XXOlympiad, Munchen - "Princess Anne, Riem 9,5,72" Princess Royal Anne in a casual pose wearing blue with arm over sign printed in green. Equestrian stadium at Reim with horses and riders outline in background. Water Color in silver wood frame and dark blue matting. 11 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
PA012-CV	LeRoy Neiman signed artist proof dated Sept. 26, 1972, XX Olympische Sommerspiele, Munchen - "USSR Boxing Team, Olympic Village." 10 Soviet Boxing athletes jogging across canvas in blue warmup/sweatsuits with "CCCP" in white across chest. Water Color in silver wood frame and dark blue matting. 12 of a series of 12 - on loan from:	21 3/4" H x 25" W	CVOTC-Visitor Center Conference Room	1
TO001-CV	Salt Lake 2002 Olympic Winter Games Torch, silver and bronze. Manufactured by Scott Given, Matt Manes, Axiom Design / Coleman, Georgia Institute of Technology, Quickparts.com, Inc. Made of silvered metal, copper and glass [no tag; in display case]	83.5 cm long	CVOTC-Visitor Center Display Case	1

MI58Z1	Atlanta 1996 Olympic Games Centennial Torch on loan from Crawford Family U.S. Olympic Archives. Designed by Malcolm Greer. On the wooden handle is engraved the list of Summer Games from 1896 to 1996, in reference to the centenary of the Olympic Games. The torch was inspired by simple ancient torches of bound reeds and the lines of classical Greek architecture. Its 22 aluminum "reeds" were representative of the total number of modern Olympic Games editions. Manufacturer & Designers: Peter Mastrogiannis, Malcolm Grear Designers / Georgia Institute of Technology	82 cm Long	CVOTC-Visitor Center Display Case	1
PO001-CV	Beijing 2008 Olympic Games Official Poster. White with red & white Beijing logo "Beijing 2008" in black above multi-colored Olympic Rings. Chinese characters at bottom above Beijing Organizing Committee for the Games of the XXIX Olympiad. Framed in black metal frame with glass.	27 3/4" H x 20" W	CVOTC-Visitor Center main hall	1
PO002-CV	Beijing 2008 Paralympic Games Official Poster. White with red, blue & white Beijing logo "Beijing 2008 Paralympic Games" in black above multi-colored Agitos. Chinese characters at bottom above Beijing Organizing Committee for the Games of the XXIX Olympiad. Framed in black metal frame with glass.	27 3/4" H x 20" W	CVOTC-Visitor Center main hall	1
PO003-CV	Dept. of Veterans Affairs Summer Sports Clinic 2012 Poster and medal. Poster with Sail boat on bay with San Diego in background and "5" with Star above National Veterans Summer Sports Clinic in white on right hand side. Medal: National Veterans Summer Sports Clinic with Multi-colored star in center on left hand side brass plaque states:The Department of Veterans Affairs Recognizes Chula Vista Olympic Training Center for your valuable contribution to the 2012 VA National Veterans Summer Sports Clinic. On behalf of all Veteran participants and VA staff, we honor you for your ongoing dedication toward improving the lives of America's veterans.	27.5" H x 31.5" W	CVOTC-Visitor Center main hall	1
PO004-CV	United States Navy Parachute Team Poster - Leapfrogs signed by entire jump team and includes image of Parachute jumper with U.S. Flag over Chula Vista. Framed in matte black with white matting.	25" H x 21.25" W	CVOTC-Visitor Center main hall	1

PO005-CV	2008 National Veterans Summer Sports Clinic Poster with Medal. Navigating the Winds of Change. Sept 28 to Oct. 3, 2008. Pink, blue and white poster with 1st National Veterans Summer Sports Clinic Medal near center of poster with VA logo and multi-colored beach ball effect. Brass plaque reads: In recognition and appreciation for your commitment to the First National Veterans Summer Sports Clinic on behalf of all veteran participants and VA staff, we honor you for leading the expansion of VA's rehabilitation events and for your dedication toward improving the lives of America's veterans.	31.25"H x 24.25" W	CVOTC-Visitor Center main hall	1
PO006-CV	2014 National Veterans Summer Sports Clinic Poster with Medal. Setting your course for the Future.. Sept. 7-12, 2014. images of veterans athletes competing with 7th National Veterans Summer Sports Clinic. Brass plaque reads: The Department of Veteran Affairs Recognizes: Chula Vista Olympic Training Center for your valuable contribution as a Gold Sponsor to the 2013 VA National Veterans Summer Sports Clinic. On Behalf of all Veteran participants and VA staff, we honor you for your ongoing dedication toward improving the lives of America's Veterans.	21.25" H x 33"W	CVOTC-Visitor Center main hall	1
MI001-CV	USA Flag Surfboard, 1996. Fiberglass surfboard with waving US Flag. In center is cream oval rimmed in black with multi-colored "USA" and Olympic Rings. One athlete signature on front in black ink - multiple athlete signatures on back of surfboard in red, green, yellow, blue and black ink.	approx. 6' long x 2' wide	CVOTC-Dining Hall rotunda	1
MI002-CV	USA Flag Surfboard, 2000. Fiberglass surfboard with multiple USA flags with multi-colored Olympic Rings in center in cream oval. Athlete signatures around cream border and in center of board in red, black, blue, pink and green ink. Approximately 38 signatures. No athlete signatures on back of surfboard. Sports represented include: softball, cycling, Track & Field, kayak, weightlifting, marathon, rowing. Signatures include: Lovie Jung, Natasha Watling, Meb Keflezighi, Lauren Berg, Cat Osterman	approx. 8.5' long x 2' wide	CVOTC-Dining Hall rotunda	1
MI003-CV	USA Summit 2004 fiberglass surfboard with Athlete signatures. Two-toned blue wave motif at front with rectangular section in middle of board - inside: light blue with "USA" and Olympic Rings at top; white star in center; "Summit 2004" in white at base on red background. two-toned blue wave motif at base. Athlete signatures include: Amber Nelen; Anna Kozlova, Dana Pierce, Cherie Shull. Athletes signatures in red,	approx. 8.5' long x 2' wide	CVOTC-Dining Hall rotunda	1

	blue and black ink. Approx 65 signatures. Sports represented include: Synchronized Swimming, Archery, Volleyball, Boxing, Cycling, Rowing. No athlete signatures appear on back.			
MI004-CV	USA Beijing 2008 fiberglass Surfboard with flames. Dark blue edge around board fading to grey with red flames licking center of board all the way around board. In Center of board, USA in red with multi-colored Olympic Rings and "amazing awaits" [whole decal faded] left of center and USA in red above blue Olympic Rings and Beijing 08 in red below with Beijing logo to left of logo - all right of center of board. Athlete signatures in center of board on cream background. Approximately 43 athlete signatures on board all in black ink. Sports represented include: Track & Field, Rowing, Para Cycling, Field Hockey, Archery. Back of board is dark blue: no athletes signatures on back of surfboard.	approx. 8.5' long x 2' wide	CVOTC-Dining Hall rotunda	1
MI005-CV	London 2012 Chula Vista Olympic Training Center Fiberglass Surfboard. Front of board has US flag motif fading into cream center. US Olympic Committee logo is near front of board with "London 2012" in rectangle in blue over a dark blue circle near end of board. Approximately 71 athlete signatures in black in on front of board. Sports include: BMX, Track & Field, Archery and Field Hockey. Athlete signatures include: Connor Fields, No athlete signatures on back of surfboard.	approx. 8.5' long x 2' wide	CVOTC-Dining Hall rotunda	1
MI006-CV	BMX Supercross 2009 Fiberglass Surfboard. Four supercross riders drawn in black on front of board with purple effect at top of board. 2nd rider has text block: "Mental Visualization is the Key to Winning." 3rd rider has text block: "Focus, and Train Through" Center of surfboard has uci BMX Supercross logo at top with ABA BMX - American Bicycle Association logo in center and USA with Olympic Rings, USA Cycling and San Diego Sports Commission logos below. "September 18th-19th, 2009 in below center in black. End of board has yellow and pink colors with drawing of bank of turn of course.	approx. 8.5' long x 2' wide	CVOTC-Dining Hall rotunda	1
ST001-CV	Gymnast 1/3 Lifesize Bronze Sculpture 1995 by Richard MacDonald. Donated by Mr. & Mrs. Bob Gladys to the ARCO/U.S. Olympic Training Center. Male gymnast on circle representing pommel horse on black triple-tiered granite	35" x 29" x 13"	CVOTC-Dining Hall rotunda	1

	circular base.			
PO007-CV	Cliff Meidl Sydney 2000 Olympic Games Flag Bearer. 1 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Meidl in front of Team USA leading team into Olympic Stadium in the Parade of Athletes. Brass plaque: Cliff Meidl; Kayak; 2000 Olympics; Flag Bearer.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO008-CV	Mike Dempsy Sydney 2000 Paralympic Games Flag Bearer. 2 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Dempsy in front of Team USA leading team into Paralympic Stadium in the Parade of Athletes. Brass plaque: Mike Dempsy; Flag Bearer; 2000 Paralympics.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO009-CV	Jeremy Campbell London 2012 Paralympic Games. 3 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Campbell throwing discus at London signed by Campbell "Thank you!" Brass plaque: Jeremy Campbell; Discus; Gold Medalist; 2012 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO010-CV	David Wagner London 2012 Paralympic Games. 4 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of David Wagner competing in Wheelchair Tennis. Signed by David Wagner "Go USA!!!" Brass plaque: David Wagner; Doubles & Singles Tennis; Gold & Silver Medalist; 2012 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO011-CV	Monique Henderson Beijing 2008 Olympic Games. 5 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Monique Henderson running on track with baton in hand (4x400meter Relay, gold). Signed by Henderson. Brass plaque: Monique Henderson; 4x400 M Relay; Gold Medalist; 2008 Olympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO012-CV	Josiah Jamison Beijing 2008 Paralympic Games. 6 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Josiah Jamison running on track. Signed by Jamison with quote by Mariane Williamson "Our deepest fear is not that we are inadequate. Our deepest fear is that we are powerful beyond measure. It is our light, not our darkness that most frightens us." and "Thank you for the support, love, and all the good memories!" Brass plaque: Josiah Jamison; 100	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1

	M; Gold Medalist: 2008 Paralympic Games.			
PO013-CV	April Holmes London 2012 Paralympic Games. 7 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of April Holmes running on track. Signed by Holmes with "CVOTC, None of my Success would have been possible without the amazing family here! Thanks so much for all your love & support!" Brass plaque: April Holmes; 100 M; Bronze Medalist; 2012 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO014-CV	Marlon Shirley Athens 2004 Paralympic Games. 8 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Marlon Shirley running on track. Signed by Shirley with "Dream Big!" Brass plaque: Marlon Shirley; 100 M; Gold Medal; 2004 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO015-CV	Justin Huish Atlanta 1996 Olympic Games. 9 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Justing Huish competing in Archery. Signed by Huish Brass plaque: Justin Huish; Archery; Gold Medal; 1996 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO016-CV	Men's Archery London 2012 Olympic Games. 10 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Men's Archery Team on podium receiving Silver medal. Signed by Bradley Ellison "Thanks for making my Dreams come to life" and Jake Kaminski "Keep pushing the limits!" Brass plaque: Men's Archery; Team; Silver Medal; 2012 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO017-CV	Vic Wunderle Sydney 2000 Olympic Games. 11 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Vic Wunderle competing in Archery. Signed by Wunderle. Brass plaque: Vic Wunderle; Archery; Silver Medal; 2000 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1
PO018-CV	Mike Day BMX Beijing 2008 Olympic Games. 12 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Mike Day competing in BMX.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda	1

	Signed by Day. Brass plaque: Mike Day; BMX; Silver Medalist; 2008 Olympic Games			
PO019-CV	Jeff Sika London 2012 Paralympic Games. 13 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Jeff Sika competing in Paralympic High Jump. Signed by Sika with "Still Going Big in London." Brass plaque: Jeff Sika; High Jump; Silver Medalist; 2012 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda; outer wall	1
PO020-CV	Elexis Gillette Beijing 2008 Paralympic Games. 14 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Elexis Gillette on medal stand (Long Jump) Signed by Gillette. Brass plaque: Elexis Gillette; Long Jump; Silver Medalist; 2008 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda; outer wall	1
PO021-CV	Women's Softball Team Beijing 2008 Olympic Games. 15 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of 2008 USA Women's Softball Team celebrating. Brass plaque: Women's Softball Team; Silver Medalist; 2008 Olympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda; outer wall	1
PO022-CV	Michelle Guerette Beijing 2008 Olympic Games. 16 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Michelle Guerette in scull with Olympic prize medal. Brass plaque: Michelle Guerette; Rowing Singel Sculls (W1X); Silver Medalist; 2008 Olympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda; outer wall	1
PO023-CV	Meb Keflezighi Athens 2004 Olympic Games. 17 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Meg Keflezighi in USA Olympic uniform with arms raised. Signed by Keflezighi with "Run to Win." Brass plaque: Meb Keflezighi; Men's Marathon; Silver Medal.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda; outer wall	1
PO024-CV	Women's Softball Team Athens 2004 Olympic Games. 18 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of 2004 USA Women's Softball Team. Signed by 15 Team members: Jenny Finch, Lisa Fernandez, Jessica Mendoza, Crystl Bustos, Cat Osterman, Stacey Nuvevan, Kelly Kretschman, Laura Berg, Lovie Jung, Tairia Flowers, Natasha Watley, Brass plaque: Women's Softball; Gold Medal; 2004 Olympic Games. Frame stuck to the wall. Unable to take photo of back.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda; outer wall	1

PO025-CV	Women's Soccer Team Sydney 2000 Olympic Games. 19 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of 2000 USA Women's Soccer Team celebrating. Brass plaque: Women's Soccer; Silver Medal; 2000 Olympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda; outer wall	1
PO026-CV	Jeremy Campbell Beijing 2008 Paralympic Games. 20 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Jeremy Campbell competing in Long Jump. Signed by Campbell. Brass plaque: Jeremy Campbell; Long Jump; Pentathlon & Discus; 3X Gold Medalist; 2008 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda; outer wall	1
PO027-CV	Chris Huffins Sydney 2000 Olympic Games. 21 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Chris Huffins competing in Decathlon Hurdles. Signed by Huffins with "Never Stop Chasing Your Dreams!" Brass plaque: Chris Huffins; Decathlon; Bronze Medalist; 2000 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall rotunda; outer wall	1
PO028-CV	Sheena Tosta Beijing 2008 Olympic Games. 22 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Sheena Tosta competing in Hurdles. Signed by Tosta with "Be the Dream" Brass plaque: Sheena Tosta; 100 M Hurdles; Silver Medalist; 2008 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1
PO029-CV	Rebecca Giddens Athens 2004 Olympic Games. 23 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Rebecca Giddens on podium. Brass plaque: Rebecca Giddens; Slalom Kayak; Silver Medal; 2004 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1
PO030-CV	Toby Stevenson Athens 2004 Olympic Games. 24 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Toby Stevenson on podium. Signed by Stevenson with "Go Big!!" Brass plaque: Toby Stevenson; Pole Vault; Silver Medal; 2004 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1
PO031-CV	April Holmes Beijing 2008 Paralympic Games. 25 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of April Holmes competing in 100 meters. Signed by Stevenson with "Thanks so much for the love & support! What a dream!" Brass plaque: April Holmes; 100 M; Gold Medalist; 2008 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1

PO032-CV	Women's Rowing Athens 2004 Olympic Games. 26 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Women's Rowing 8-Man Boat sculling. Signed by 7 of the athletes. Brass plaque: Women's Rowing; 8-Man Boat; Silver Medal; 2004 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1
PO033-CV	Khatuna Lorig Beijing 2008 Olympic Games. 27 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Khatuna Lorig, Flag Bearer in front of Team USA coming into stadium. Signed by Lorig with "Go USA!!!!" Brass plaque: Khatuna Lorig; Flag Bearer; 2008 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1
PO034-CV	Elana Meyers Vancouver 2010 Olympic Winter Games. 28 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Elana Meyers and Erin Pac. Signed by Meyers with "Thanks for everything CVOTC-couldn't have done it without your support!" Brass plaque: Elana Meyers; Two Woman's Bobsleigh; Bronze Medalist; 2010 Olympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1
PO035-CV	Jill Kintner Beijing 2008 Olympic Games. 29 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Jill Kintner competing in BMX. Brass plaque: Jill Kintner; BMX; Bronze Medalist; 2008 Olympic Games	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1
PO036-CV	Deena Kastor Athens 2004 Olympic Games. 30 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Deena Kastor competing in Marathon. Signed by Kastor with "Believe and Achieve!" Brass plaque: Deena Kastor; Women's Marathon; Bronze Medalist; 2004 Olympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1
PO037-CV	Women's Rowing Sydney 2000 Olympic Games. 31 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Christine Collins and Sarah Garner. Brass plaque: Women's Rowing; Lightweight Doubles; Bronze Medal; 2000 Olympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall	1
PO038-CV	Women's Rowing London 2012 Olympic Games. 32 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Natalie Dell, Kara Kohler, Megan Kalmoe, Adrienne Martelli on podium with prize medals. Signed by two athletes. Inside white framing is loose and has fallen in front of matting. Brass plaque: Women's Rowing; Quadruple Sculls; Bronze Medal; 2012 Olympic	22.5" H x 25.25" L	CVOTC-Dining Hall; outer wall	1

	Games.			
PO039-CV	Donny Robinson Beijing 2008 Olympic Games. 33 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Donny Robinson competing in BMX. Signed by Robinson with "USA BMX!" Brass plaque: Donny Robinson; BMX; Bronze Medalist; 2008 Olympic Games.	22.5" H x 25.25" L	CVOTC-Dining Hall; outer wall	1
PO040-CV	Men's Rowing London 2012 Olympic Games. 34 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Men's Coxless Fours - Glenn Ochal, Henrik Rummel, Charlie Cole, Scott Gault. Signed by Scott Gault. Brass plaque: Men's Rowing; Four; Bronze Medal; 2012 Olympic Games.	22.5" H x 25.25" L	CVOTC-Dining Hall; outer wall	1
PO041-CV	Men's 8 Rowing Team Beijing 2008 Olympic Games 35 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of US Men's Coxed Eights Team competing. Signed by four of the 9 athletes. Brass plaque: Men's 8 Rowing Team; Bronze Medal; 2008 Olympic Games.	22.5" H x 25.25" L	CVOTC-Dining Hall; outer wall	1
PO042-CV	Blake Leeper London 2012 Paralympic Games 36 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Blake Leeper with US Flag draped over shoulders. Signed by Leeper with "The only true Disability in Life is a bad attitude!" Brass plaque: Blake Leeper; 400 M & 200 M; Silver & Bronze Medalist; 2012 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall of rotunda	1
PO043-CV	Shaquille Vance London 2012 Paralympic Games 37 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Shaquille Vance running on track. Signed by Vance. Brass plaque: Shaquille Vance; 200 M; Silver Medalist; 2012 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall of rotunda	1
PO044-CV	Lex Gillette London 2012 Paralympic Games 38 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Lex Gillette jumping [long jump]. Signed by Gillette. Brass plaque: Lex Gillette; Long Jump; Silver Medalist; 2012 Paralympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall of rotunda	1

PO045-CV	Will Claye London 2012 Olympic Games 39 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Will Claye jumping. Signed by Claye with "Thanks to everyone at the OTC for the love & support!!!" Brass plaque: Will Claye; Long Jump & Triple Jump; Silver & Bronze Medalist; 2012 Olympic Games.	25.25"H x 22.25" W	CVOTC-Dining Hall; outer wall of rotunda	1
PO046-CV	Women's Rowing 8's London 2012 Olympic Games 40 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Women's Rowing 8 Team throwing coxswain in water. Signed by three athletes Brass plaque: Women's Rowing; Eight; Gold Med; 2012 Olympic Games.	22.5" H x 25.25" L	CVOTC-Dining Hall; wall of rotunda	1
PO047-CV	Women's Rowing 8's Beijing 2008 Olympic Games 41 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Women's 8 Team after medal ceremony with gold medals. Signed by five athletes. Brass plaque: Women's 8 Rowing Team; Gold Medalist; 2008 Olympic Games.	22.5" H x 25.25" L	CVOTC-Dining Hall; wall of rotunda	1
PO048-CV	Jeff Skiba Beijing 2008 Paralympic Games 42 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Jeff Skiba clearing bar on High Jump. Signed by Skiba with "2008 Beijing High Jump Gold." Brass plaque: Jeff Skiba; High Jump; Gold Medalist; 2008 Paralympic Games.	22.5" H x 25.25" L	CVOTC-Dining Hall; wall of rotunda	1
PO049-CV	Men's Rowing 8 Athens 2004 Olympic Games 43 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Men's Rowing 8 with coxswain in boat. Brass plaque: Men's Rowing; 8-Man Boat; Gold Medal; 2004 Olympic Games.	22.5" H x 25.25" L	CVOTC-Dining Hall; wall of rotunda	1
PO050-CV	Casey Tibbs Beijing 2008 Paralympic Games 44 of 44. Framed in black wood frame, with cream background and brown matting. Color Photograph of Casey Tibbs jumping. Signed by Tibbs with "Never Give Up!" Brass plaque: Casey Tibbs; Long Jump and 4x100; Bronze Medalist; 2008 Paralympic Games.	22.5" H x 25.25" L	CVOTC-Dining Hall; wall of rotunda	1
PO051-CV	US Olympic Team Statue of Liberty Athens 2004 Olympic Games Poster. Red border with yellow stars surrounding Statue of Liberty with USA in red over multi-colored Olympic Rings. US Olympic Team - Athens 2004 in white at bottom. Athens 2004 logo at bottom on right-hand side.	24" H X18" W	CVOTC- Dining Hall-down hall	1

PO052-CV	Steve R. Allen US Olympic Team Athens 2004 Olympic Games Poster. Dark blue border with number athletes representing the various sports contest the Games. In center is athlete carrying Athens 2004 Olympic Torch with Track & Field Uniform and laurel wreath. Behind athlete are multi-colored Olympic Rings. Below in red with white border: US Olympic Team - Athens 2004 at bottom. Team USA logo in white on both sides of bottom/	24" H X18" W	CVOTC- Dining Hall-down hall	1
PO053-CV	Greek Athletes US Olympic Team Athens 2004 Olympic Games Poster by Mina Papatheodorou-Valyraki. Blue border surrounding two athletes in white with laurel wreaths running in front of Greek temples. U.S Olympic Team - Athens 2004 at base in red with white border	24" H X18" W	CVOTC- Dining Hall-down hall	1
PO054-CV	Debbie Brooks Greece USA poster. Athens 2004 Olympic Games poster. White border with painted image of Greek seaport in background with female diver diving into sea in a USA swimsuit. GREECE in white letters at top. Water has USA & Olympic Rings where diver is hitting water. Greek temple on a hill in the background.	24" H X18" W	CVOTC- Dining Hall-down hall	1
MI007-CV	Set of Beijing 2008 Olympic Games Plush Mascots - original in box. Bei Bei, Jing Jing, Huan Huan, Ying Ying and Ni Ni. Made by Fuwa and is Beijing 2008 Official Licensed Product. Produced by Zhongshan Coronet Toys, Ltd. Made in China. 6" Olympic Plush Mascots in Cardboard Window Box. Made of 2mm Velboa with polyester stuffing. - Donated to CVOTC	6" H = 1 mascot	CVOTC-Staff Offices: to be shipped to USOC Archives	1
MI008-CV	Salt Lake 2002 Olympic Winter Games Official Plush Mascot - "Coal" Made by Tyco a subsidiary of Mattel. Coal is a brown bear - 1 of three mascots for Salt Lake. Left back paw has "Official Mascot; Salt Lake 2002" embroidered on it encircling Salt Lake Logo with Olympic Rings below. Purple plastic Name tag encircles neck on burgundy cord. - Donated to CVOTC	10.5" sitting; 14" standing	CVOTC-Staff Offices: to be shipped to USOC Archives	1
MI010-CV	Wenlock "Queen's Guard" Official Plush Mascot of London 2012 Olympic Games - special edition. Wenlock is dressed as a Queen's Guard (Beefeater) With Black fur-look hat and red, British military uniform. On right breast of uniform is London 2012 logo. In original box. Official licensed product - Donated to CVOTC	12.5" tall	CVOTC-Staff Offices: to be shipped to USOC Archives	1

MI011-CV	Hidy, Calgary 1988 Olympic Winter Games Official Plush Mascot made by Hasbro. Hidy & Howdy were the Welcome Bears for the Games. White female bear dressed in cowgirl motif - blue dress with yellow-gold trim and Calgary 1988 Official logo on right breast with a red bow in front. White cowboy hat with red strip around it and red Calgary pin attached to brim of hat. Polyester filled. - Donated to CVOTC	10" High	CVOTC-Staff Offices: to be shipped to USOC Archives	1
MI012-CV	Howdy, Calgary 1988 Olympic Winter Games Official Plush Mascot made by Hasbro. Hidy & Howdy were the Welcome Bears for the Games. White male bear dressed in Cowboy motif - blue vest with white stitching and Calgary 1988 Official logo on left side with a red Calgary pin on right. Red neckerchief tied to the right around neck. White cowboy hat with red strip around it and red Calgary pin attached to brim of hat. Polyester filled. - Donated to CVOTC	10" High	CVOTC-Staff Offices: to be shipped to USOC Archives	1
MI009-CV	Salt Lake 2002 Olympic Winter Games Official Plush Mascot - "Copper" Made by Tyco a subsidiary of Mattel. Copper is a tan colored Fox - 1 of three mascots for Salt Lake. Left back paw has "Official Mascot; Salt Lake 2002" embroidered on it encircling Salt Lake Logo with Olympic Rings below. Purple plastic Name tag encircles neck on gold colored cord. - Donated to CVOTC		CVOTC-Staff Offices: to be shipped to USOC Archives	1
NE001-CV	Los Angeles Times front page Olympics '84, August 5, 1984 -headlines: The Packaging of King Carl Can now Commence; Lewis Dashes Away With Gold and Then Old Glory in 100; U.S. Boxers Continue Triumphant March; Baumann Breaks Another Record. Framed in Black wood. Part of the Charles Schultz Collection	24" H x 16" W	Suite 211 & 212 sitting room	1
NE002-CV	USA Today Life Section front page Destinations & Diversions, May 16, 2008 - headlines: Olympic Spin: For BMX star and fans, the road to Beijing goes through San Diego; part of the Charles Schultz Collection	24" H x 16" W	Suite 211 & 212 sitting room	1
MI013-CV	Salt Lake 2002 Olympic Winter Games Official Plush Mascot - "Powder" made by Fisher-Price	10" High	CVOTC-Staff Offices: to be shipped to USOC Archives	1
MI014-CV	Sam the Olympic Eagle made by Wallace Berrie & Company #8255	12" High	CVOTC-Staff Offices: to be shipped to USOC Archives	1
MI015-CV	Sam the Olympic Eagle made by Applause	8" High	CVOTC-Staff Offices: to be shipped to USOC Archives	1

MI016-CV	Misha the Bear Stick Pin made by R. Dakin & Company, 1979	3.5" High	CVOTC-Staff Offices: to be shipped to USOC Archives	1
PO007A-CV	Chula Vista Olympic Training Center Explanatory poster of the series of 44 athlete images in the Dining Hall. The following Olympic and Paralympic Medalists and flag bearers trained at the Chula Vista Olympic Training Center for a significant amount of time leading up to their respective Olympic and Paralympic Games. [series is not finite - more athletes are anticipated to be added. Some athletes are represented twice for different Games]	13.5" H x 15.5" W	CVOTC-Dining Hall Rotunda	1
MI017-CV	Justin Huish signed Archery Compound Bow - made by Hoyt USA. Metallic Blue on center of bow with white to the tips of the compound bow. Justin Huish's signature on lower portion of bow.	approx 65.5" H x 14.5" W from middle	CVOTC-Staff Offices	1
MI018-CV	2013 USATF Thorpe Cup Wood Skate Board with Red plastic wheels. Underside of skateboard is red with dark blue lines radiating from center in a sunburst pattern with "2013 USATF Thorpe Cup" in bold white letters at center and "Chula Vista, California USA" in white letters toward end of board. Thorp Cup decal in between with German & US Flags and Heptathlon - 2013 - Decathlon on it. USATF logo in white at top of board. Ocean motif at both ends of board. Front of board is textured.	approx. 46" H x 9" W at center	CVOTC-Staff Offices	1
PO055-CV	Panorama of Montreal 1976 Olympic Games Opening Ceremony framed in silver metal. Image of all teams in Olympic Stadium infield with Games of the XXI Olympiad Montreal 1976 Panorama Opening Ceremony 17 July 1976 in French & English on lower left hand side of image. Matted in salmon and orange.	17" H x 21" W	CVOTC-Staff Offices	1
PO056-CV	Squaw Valley 1960 Olympic Winter Games Official Poster framed in black wood. Squaw Valley California February 1960 at top in black with Squaw Valley logo in center and The VIII Olympic Winter Games outlined in black below.	approx 38.5"H x 25" W	CVOTC-Staff Offices	1
PO057-CV	Jacques Dubois French Travel Poster- Join the Sun On a Ski-run in France: This poster depicts a sun being happily lifted to the top of a French snowy mountain with skis and pole in one hand and a bright smile on its face. It is a stone lithograph which was originally commissioned by the French Tourism Board to advertise skiing in France, especially the French Riviera or Côte d'Azur. It is an excellent example of artist Jacques Dubois's signature use of vivid colours and	40.5" H x 25.25" W	CVOTC-Staff Offices	1

	striking central focal point to capture the attention of passers-by. Circa 1950.			
MI019-CV	2014 UCI BMX Supercross Chula Vista California Metal Art/Award. Commemorates the Sept. 26-27, 2014, Supercross competition at Chula Vista Olympic Training Center. Steel oval metal art/award with metal palm trees on both sides. Center has old US Flag motif as background. USA BMX cut out of top with BMX bikers in rectangle at top in red, white & blue. BMX bikers riding trail/course from top to bottom of art/award in black and white. Band across middle in red, white & blue that has uci BMX Supercross Chula Vista California lettered across. Chula Vista California in red, outlined in white below. Ribbon-like 3 dimensional piece with gold "1" medal in center protruding from lower half of art work. On left side is USA Cycling logo and on right side is US Olympic Committee logo. Made by MJT Designs. Back is plain except for manufacturer/designer sticker at top.	33.5" H x 35" W at widest point of palm trees	CVOTC-Staff Offices- to be shipped to USOC Archives	1
MI020-CV	UCI BMX Supercross Washburn WI14 Electric Guitar from 2011 approx. Prize Guitar. Burgundy body with red pinstriping detail. Top has uci BMX Supercross Chula Vista California sticker with ABA BMX (American Bicycle Association) sticker below. To right of those is US Olympic Committee Logo sticker. Below strings is sticker with Troy Lee Designs and USA Cycling Logo with BMX below that.	38"L x 13.5" W at widest point of base.	CVOTC-Staff Offices	1
CL001-CV	Signed 1998 Women's USA Hockey Jersey framed in plexiglas shadow box. Plaque at top: 1st Even Olympic Women's Hockey Gold Medalist Nagano 1998. 24 Athlete signatures in red and black/grey ink surrounding USA in circle. Made by Nike, size 48. Signatures include: Angela Ruggerio, [no tag - attached to wall and tag would be visible]	Size 48 Jersey - Shadow Box is 40.5" H x 30"W	CVOTC-Staff Offices	1
MI021-CV	Moscow 1980 Olympic Games Official Plush Mascot, Misha the Bear made by R. Dakin & Company, 1979. Misha is a brown bear with plastic gold-toned Olympic Rings on a multi-colored ribbon belt around center of body.	21" Tall	CVOTC-Staff Offices - to be shipped to the USOC Archives	1

TO002-CV	Salt Lake 2002 Olympic Winter Games Torch, silver and bronze. Manufactured by Scott Given, Matt Manes, Axiom Design / Coleman, Georgia Institute of Technology, Quickparts.com, Inc. Made of silvered metal, copper and glass. In round, cylindrical plexiglass case. [no tag; encased]	83.5cm long	CVOTC-athlete center lobby	1
ME32 B	Atlanta 1996 Olympic Games Bronze Prize Medal on loan from Crawford Family U.S. Olympic Archives.			
ME30 P	Atlanta 1996 Olympic Games Gold Prize Medal on loan from Crawford Family U.S. Olympic Archives.			
ME31 G	Atlanta 1006 Olympic Games Silver Prize Medal on loan from Crawford Family U.S. Olympic Archives.			
ST002-CV	Reflection bronze sculpture by Shalit/Ericson & Wallis, 1999. Female athlete sitting. Cast hollow bronze.	36" H x 43" long/wide from front to back	CVOTC-Visitor Center: outside near ring of flags	
ST003-CV	Anticipation bronze sculpture by Shalit/Ericson & Wallis, 1999. Male athlete sitting. Cast hollow bronze.	58" H x 54" long/wide from front to back.	CVOTC-Visitor Center: outside near ring of flags	
TI001-CV	Red framed collection of Atlanta 1996 Olympic Games Tickets on blue background - (19) event tickets with 1 Opening Ceremony ticket and Centennial Olympic Park Brick Certificate in center		CVOTC-Athlete center lobby	
TI002-CV	black framed collection of Salt Lake 2002 Olympic Winter Games Tickets matted in blue on black background - (16) event tickets with 1 Opening Ceremony ticket		CVOTC-Athlete center lobby	

EXHIBIT "M"

LIST OF THIRD PARTY APPROVALS

1. Easton's consent to the assignment to City of USOC's interest in the Easton Lease as required by the Easton Lease.
2. San Diego's consent to the assignment to City of USOC's interest in the Boathouse Lease as required by the Easton Lease.

EXHIBIT "N"

FORM OF MEMORANDUM OF CORE AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Attention: _____

(Above Space for Recorder's Use Only)

MEMORANDUM OF CORE AGREEMENT

THIS MEMORANDUM OF CORE AGREEMENT (this "Memorandum") is made and entered into as of this ____ day of _____, 2016, by and between CITY OF CHULA VISTA, a chartered municipal corporation ("CV"), and the UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity ("USOC"), .

1. **Property.** CV is the owner of that certain real property located in the City of Chula Vista, County of San Diego, State of California, which is more particularly described on Exhibit "A" attached hereto (the "Property").

2. **Core Agreement.** CV and USOC have entered into that certain unrecorded Core Agreement (the "Core Agreement") dated as of February ___, 2016, pursuant to which USOC and CV have agreed upon, among other things, (i) the maintenance and operation of the Property and the standards for the same consistent with what is necessary and appropriate for the successful training and support of elite athletes, (ii) USOC's minimum usage commitment for the Property during the term of the Core Agreement, and (iii) certain other agreements relating to the operational and maintenance standards and obligations for certain portions of the Property.

3. **Term.** The initial term of the Core Agreement is for a period commencing on the Transfer Date (as defined in the Core Agreement) and ending on December 31, 2020; provided, however, that commencing no later than eighteen (18) months prior to the expiration of the initial term of the Core Agreement, USOC and CV shall meet and confer to negotiate on whether and on what terms the parties may extend such initial term.

4. **Incorporation of Core Agreement.** This Memorandum is a memorandum of the Core Agreement. The purpose of this Memorandum is to give notice of the rights and obligations of the parties hereto under the Core Agreement, and all of the terms and conditions of the Core Agreement are incorporated herein by reference as if they were fully set forth herein. In

the event of any inconsistency between the terms of this Memorandum and the terms of the Core Agreement, the terms of the Core Agreement shall prevail.

5. Successors. Subject to the terms of the Core Agreement, this Memorandum shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors in interest and assigns of the parties hereto.

6. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first written above.

USOC:

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____
Name: _____
Its: _____

CV:

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____
Name: _____
Its: _____

EXHIBIT "O"

FORM OF MEMORANDUM OF AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Attention: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF AGREEMENT OF PROPERTY TRANSFER AND JOINT
ESCROW INSTRUCTIONS**

This Memorandum of Agreement of Property Transfer and Joint Escrow Instructions (this "Memorandum") is made this [___] day of [_____], 2016 by and between CITY OF CHULA VISTA, a chartered municipal corporation ("City"), and the UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity ("USOC"), with reference to the following facts:

A. USOC is the owner of that certain real property described on Exhibit "1" attached hereto (the "Property").

B. USOC and City have entered into that certain unrecorded Agreement of Property Transfer and Escrow Instructions dated February ___, 2016 (the "Agreement") which relates to the transfer of USOC's interest in the Property.

NOW, THEREFORE, incorporating the foregoing recitals and for other fair and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as that:

1. Agreement. Subject to the terms and conditions set forth in the Agreement, USOC has agreed to transfer the Property to City, and City has agreed to accept such transfer of the Property from USOC.

2. Purpose of Memorandum. The purpose of this Memorandum is to provide notice of the Agreement.

3. Transfer of Property. Effective upon the earlier of (i) transfer of the Property to City, or (ii) nine (9) months after the recordation of this Memorandum, this Memorandum shall

be of no further force or effect, and any title company insuring the Property or any interest therein is hereby authorized and instructed to remove any reference to the effect of this Memorandum from any title reports or policies related to the Property.

4. No Amendment to Agreement. Nothing contained in this Memorandum shall be deemed to modify or amend the Agreement in any respect. In the event of any inconsistency between the terms hereof and the Agreement, the Agreement shall control.

5. Counterparts. This Memorandum may be executed in any number of counterparts which, when taken together, shall constitute a fully executed original.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

USOC:

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____
Name: _____
Its: _____

CITY:

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____
Name: _____
Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____,
notary public, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____,
notary public, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

EXHIBIT "1" TO
MEMORANDUM OF AGREEMENT

Legal Description of the Property

EXHIBIT "P"

FORM OF TERMINATION OF MEMORANDUM OF AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Attention: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TERMINATION OF MEMORANDUM OF TRANSFER AGREEMENT

This Termination of Memorandum of Transfer Agreement (this "Termination of Memorandum") is made as of _____, 2016 (the "Execution Date"), by and between CITY OF CHULA VISTA, a chartered municipal corporation ("City"), and the UNITED STATES OLYMPIC COMMITTEE, a federally chartered non-profit entity ("USOC").

A. USOC and City are parties to that certain Memorandum of Agreement of Property Transfer and Joint Escrow Instructions (the "Memorandum") recorded on _____, 2016, in the Official Records of San Diego County, California as Document No. _____.

B. The Memorandum was recorded to provide notice of that certain unrecorded Agreement of Property Transfer and Escrow Instructions dated February ____, 2016 (the "Agreement"). Capitalized terms which are not defined herein shall have the meaning given to them in the Memorandum.

C. The parties now wish to record this termination to confirm that the Memorandum is of no further force or effect and that Buyer has no further right, title or interest (or right to acquire) the Property.

NOW THEREFORE, incorporating the foregoing recitals and for other fair and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer hereby certifies and confirms as follows:

1. Termination of Memorandum. The Memorandum is hereby terminated and of no further force or effect. City has no further right to acquire the Property.

2. No Amendment to Agreement. Nothing contained in this Termination of Memorandum shall be deemed to modify or amend the Agreement in any respect.

IN WITNESS WHEREOF, the parties have executed this Termination of Memorandum as of the date first written above.

USOC:

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

By: _____

Name: _____

Its: _____

CITY:

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____

Name: _____

Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____,
notary public, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____,
notary public, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

EXHIBIT "Q"

FORM OF EASTON LEASE ASSIGNMENT

[NOTE TO DRAFT – IF THE CITY REQUIRES A DIFFERENT FORM OF LEASE ASSIGNMENT FOR THE EASTON LEASE, PLEASE PROVIDE PROPOSED FORM]

**AGREEMENT OF PROPERTY TRANSFER
AND JOINT ESCROW INSTRUCTIONS**

BETWEEN

UNITED STATES OLYMPIC COMMITTEE,
a federally chartered non-profit entity

and

CITY OF CHULA VISTA,
a chartered municipal corporation

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- Exhibit "C-2" Withholding Exemption Certificate for Real Estate Sales
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- Exhibit "F" Assignment of Contracts and Assumption Agreement
- Exhibit "G" Bill of Sale
- Exhibit "H" General Assignment
- Exhibit "I" List of Leases
- Exhibit "J" List of Contracts
- Exhibit "K" Legal Description of Easton Land
- Exhibit "L" List of Personal Property
- Exhibit "M" List of Third Party Approvals
- Exhibit "N" Form of Memorandum of Core Agreement
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