

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into as of _____, 2026 (the “**Effective Date**”) by and between THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, which is the State of California acting in its higher education capacity, on behalf of San Diego State University, one of twenty-two (22) universities in the California State University system (“**Tenant**”), and the CITY OF CHULA VISTA, a chartered municipal corporation (“**Landlord**”).

RECITALS

A. Landlord is the owner of certain improved real property in the City of Chula Vista, County of San Diego, State of California, commonly known as 1775 Millenia Avenue, Chula Vista, California (the “**Property**”).

B. The Property is improved by a building containing approximately 168,000 square feet of space (the “**Building**”) and adjacent parking areas, driveways, sidewalks, and other common areas (indoor and outdoor) available for the use of the general public and/or users and occupants of the Library (collectively, “**Common Areas**”).

C. Subject to and in accordance with the terms and conditions of this Lease, the Landlord has agreed to lease to Tenant a portion of the Building containing approximately 6,505 gross square feet of interior space (the “**Interior Space**”) as well as approximately 718 gross square feet of exterior patio space (“**Patio Space**”), both as shown in **Exhibit A** attached hereto (collectively the “**Premises**”), for the Permitted Use (defined below).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for good and other consideration, the receipt and sufficiency of which is hereby acknowledged, and incorporating by this reference the foregoing Recitals, the parties hereto hereby agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

In addition to any terms which are defined elsewhere in this Lease, for purposes of this Lease, the following definitions shall apply:

1.1 “**Additional Rent**” shall mean all amounts payable by Tenant to Landlord under this Lease other than Base Rent.

1.2 “**Affiliate**” shall mean any Person Controlling, Controlled by or under common Control with the Person in question; provided with respect to Tenant the term Affiliate shall also include all auxiliaries of Tenant, regardless of whether such auxiliaries are specifically associated with the Campus.

1.3 “**Base Rent**” is defined in Article 4.

1.4 “**BOT**” shall mean the Board of Trustees of the California State University, acting in its capacity as the governing body of Tenant.

1.5 “**Building Systems**” shall collectively mean all fire/life safety, electrical, plumbing, sewer, HVAC, lighting, security, systems, facilities and equipment within and/or serving the Premises and/or other portions of the Building, wherever located on the Project.

1.6 “**Business Day**” shall mean any day (other than Saturday, Sunday or Federal legal holiday) in which the Tenant’s administrative offices are operating and open for general business activities, as made publicly available on Tenant’s website and as such date may change from time to time during the Term. If such dates are no longer made available on Tenant’s website then Tenant shall provide Landlord with written notice of such dated on or about July 1st of each calendar year.

1.7 “**Campus**” shall mean San Diego State University. For the sake of clarification, the Campus is one of the twenty-two (22) universities of Tenant and is not a separate legal entity.

1.8 “**Claim(s)**” shall mean claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, losses, costs and expenses, including without limitation, court costs and reasonable attorneys’ fees.

1.9 “**Commencement Date**” shall mean a date that is thirty (30) days after Landlord has Substantially Completed all Landlord’s Work and has delivered the Premises to Tenant in the condition required by this Lease (including the Work Letter), subject to delays caused by Force Majeure or any delay not within Landlord’s control, in accordance with Article 2 below.

1.10 “**Common Areas**” shall collectively mean all areas and facilities outside the Premises and within the Building and Project that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant, and other tenants of the Project and their respective employees, suppliers, shippers, tenants, contractors, and invitees, including the Parking Areas; provided the Patio Space shall be part of the Premises and not part of the Common Areas.

1.11 “**Control**” and any grammatical variations thereof shall mean, with respect to any Person, holding more than fifty percent (50%) of the equity, and/or controlling the management and decision-making of such Person.

1.12 “**Force Majeure**” shall mean any cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome, to the extent the same is not caused by the fault of the party claiming relief, which may include, without limitation, an act of God, fire, riot, civil commotion, terrorist act, terrorist threat, communicable disease outbreak, epidemic, pandemic, hostilities or war, or a labor dispute which results in a strike or work stoppage affecting the Premises. The term “Force Majeure” shall expressly exclude financial inability or difficulty, financial hardship, changes in financial markets or financial market instability, and any other event or circumstances whatsoever relating thereto.

1.13 **"Hazardous Material"** shall mean any product, substance, chemical, material or waste regulated by any federal, state, or local government authority, including but not limited to hazardous substances under CERCLA, hazardous waste under RCRA, and substances designated as hazardous under the Toxic Substances Control Act or any similar state law. whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, without limitation, hydrocarbons, petroleum, gasoline, crude oil, hazardous waste under RCRA, Per- and Polyfluoroalkyl Substances (PFAS), Perfluorooctane Sulfonic Acid (PFOS), Perfluorooctanoic Acid (PFOA), petroleum products, asbestos, and polychlorinated biphenyls (PCBs) substances designated as hazardous under the Toxic Substances Control Act or any similar state law or any products or byproducts thereof.

1.14 **"Landlord"** is defined in the Preamble above.

1.15 **"Landlord Party"** shall collectively mean Landlord and its members, managers, partners, officers, council members, board members, agents, volunteers, employees, contractors, subcontractors, attorneys, and representatives.

1.16 **"Landlord's Work"** shall mean that specific work to be performed by Landlord pursuant to the Work Letter attached hereto as **Schedule 3.2**.

1.17 **"Laws"** shall collectively mean all applicable State, Federal, and/or local statutes, ordinances, rules, orders, requirements, orders, directives, permits, regulations and other laws, including but not limited to the Americans with Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299, whether now in effect or which may hereafter come into effect, regulating the use or occupation of the Premises and/or requiring improvement thereto.

1.18 **"Parking Areas"** shall mean all parking areas and related facilities on the Property.

1.19 **"Permitted Use"** shall mean the use of the Premises by Tenant for classroom and related purposes in connection with the San Diego State University School of Nursing (the **"SDSU Nursing School"**) and for other educational purposes, including without limitation other programs associated with the San Diego State University Global Campus (the **"SDSU Global Campus"**), and other educational, office, and administrative uses for the Campus, SDSU Global Campus, and/or Tenant. See also Section 5.1.

1.20 **"Person"** shall mean any natural person, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and other entity.

1.21 **"Project"** means, collectively, the Premises, the Building, the Common Areas (including Parking Areas), the land upon which they are located and all other buildings and improvements thereon.

1.22 “**Real Property Taxes**” shall mean all Federal, State, County, and/or local governmental or municipal taxes, fees, assessments, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, if any, including, without limitation: (a) real estate taxes, general and special assessments, and any increases thereto which may result from any reassessment of the Premises, (b) all leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, (c) any personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property located upon or used in connection with the Premises (including those with respect to Tenant’s personal property, equipment and fixtures to the extent not assessed separately), and (d) any assessment, tax, fee, levy or charge upon this transaction or any document/agreement to which Tenant is a party, creating or transferring an interest or an estate in the Premises. Notwithstanding the foregoing, Tenant shall not be responsible for any estate, inheritance, federal and state net income or documentary transfer taxes, or any tax penalties assessed due to Landlord’s actions or inaction with respect to the timely payment of Real Property Taxes. Notwithstanding the foregoing, Tenant shall pay any possessory interest tax or similar tax assessed against Tenant’s leasehold interest (if applicable) and any personal property taxes assessed against Tenant’s personal property, but notwithstanding the foregoing, Tenant, as an entity of the State of California, is generally exempt from the taxes, fees, assessments, and other charges described above, and nothing in this Lease shall be in any way construed as a waiver of Tenant’s sovereign immunity.

1.23 “**Rent**” shall collectively mean Base Rent, Additional Rent, and any other amounts to be paid by Tenant hereunder.

1.24 “**Substantially Complete**” is defined in the Work Letter.

1.25 “**Taking**” shall mean any acquisition of or damage to all or any portion of the Premises, Building or Project, or any interest therein or right accruing thereto, pursuant to or in anticipation of the exercise of the power of condemnation or eminent domain by any governmental or quasi-governmental authority, civil or military, or any other agency empowered by law to take property in the State of California under the power of eminent domain.

1.26 “**Tenant**” shall have the meaning ascribed to it in the preamble of this Lease and shall include any assignee of the original Tenant approved by Landlord in accordance with the terms of this Lease.

1.27 “**Tenant’s Equipment**” shall collectively mean the equipment listed and described on Schedule 2 to the Work Letter (the “**Tenant Equipment Matrix**”) that is to be acquired by Tenant, at its cost, and installed in the Premises by Landlord as part of the Landlord’s Work; provided the specific Tenant Equipment that is to be installed by Tenant, and not Landlord, pursuant to the express terms of the Work Letter and the Tenant Equipment Matrix, shall collectively be referred to herein as the “**Tenant Installed Equipment**”.

1.28 “**Tenant Party**” shall collectively mean Tenant, the BOT, the State of California, any Tenant auxiliaries, and their respective trustees, officers, agents, volunteers, employees, invitees, licensees and independent contractors.

1.29 “**Tenant’s Share**” shall be a percentage calculated, from time to time and as applicable, based on the square footage of the Interior Space relative to the total square footage of the space in the Building which shares non-metered utility services with the Interior Space; provided (a) to the extent that Tenant’s use of non-metered utility services is disproportionate from other users’ and occupants’ uses of such non-metered utility services, then Landlord, in its reasonable discretion, shall reasonably and equitably adjust the Tenant’s Share, and (b) the Tenant’s Share may also be reasonably adjusted by Landlord from time to time to reflect changes in metering, building configuration, or service areas.

1.30 “**Term**” shall mean a period of ten (10) years after the Commencement Date.

ARTICLE 2 LEASE; TERM

2.1 Lease and Term. Subject to the terms and conditions of this Lease, Landlord hereby Leases the Premises to the Tenant for the Term.

2.2 Delivery; Confirmation of Term.

(a) The parties acknowledge and agree that Landlord’s Work has commenced as of the Effective Date. Landlord shall at all times keep reasonably Tenant informed of the progress of the Landlord’s Work (including providing detailed progress reports upon request) and the expected date of the Substantial Completion thereof. The Term of the Lease shall begin on the Commencement Date; provided Landlord hereby agrees to give Tenant reasonable prior written notice of the expected Commencement Date.

(b) Promptly after the Commencement Date has occurred, the parties shall execute a Lease Commencement Certificate, in the form attached hereto as Schedule 2.2, setting forth the actual Commencement Date and the expiration date of the Term; provided any failure of the parties to fully execute such certificate shall have no impact on the parties’ respective rights and obligations hereunder.

2.3 Tenant’s Early Entry. Landlord shall permit Tenant to enter the Premises prior to the Commencement Date for the purpose of installing the Tenant Installed Equipment, its other furniture, fixtures, and equipment, and otherwise taking such actions as may be required so that Tenant can make the Premises ready for Tenant’s full use and occupancy, provided such entry doesn’t interfere with Landlord’s completion of Landlord Work. Such entry shall be subject to all terms and provisions of this Lease, including but not limited to all insurance and provide indemnity as required under this Lease during the early entry period. other than the provisions requiring the payment of Rent. Tenant’s early entry shall be at Tenant’s sole risk and shall not (a) constitute Landlord’s delivery of the Premises, (b) be deemed acceptance of the Premises by Tenant, (c) commence the Term or be deemed the Commencement Date, or (d) interfere with Landlord’s Work.

2.4 Hold Over. Should Tenant remain in possession of the Premises after the expiration of the Term without the consent of Landlord, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created a tenancy at sufferance, terminable on thirty (30) days’ written notice by either party to the other, subject to all of the terms, covenants, and

conditions of this Lease. The foregoing provisions of this Section are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law.

ARTICLE 3 DELIVERY OF PREMISES

Landlord hereby agrees to perform the Landlord's Work as set forth on and in accordance with the terms and conditions of Schedule 3.2. (the "**Work Letter**"). The Landlord's Work shall be performed at Landlord's sole cost and expense. Landlord shall deliver the Premises to Tenant with the Landlord's Work Substantially Complete, and clean and free of debris, and otherwise in the condition expressly required by this Lease (including the Work Letter). Except for the Landlord's Work, the Tenant hereby agrees to accept the Premises in their "AS-IS", "WHERE-IS" condition existing as of the Commencement Date. Tenant acknowledges that neither Landlord nor any other Landlord Party has made any representation or warranty as to the present or future suitability of the Premises or Project for the conduct of Tenant's Permitted Use and business, the physical condition of the Premises, Building or Project, or whether any or all of the same are currently compliant with applicable Laws, Tenant hereby agreeing to rely solely upon its own due diligence as to such matters, and, except for the Landlord's Work, Landlord shall have no obligation to Tenant to make any improvements, alterations, or repairs to the Premises, Building or Project unless expressly set forth otherwise in this Lease.

ARTICLE 4 RENT

On the Commencement Date, the Tenant shall pay to Landlord, without demand or request, the sum of \$10.00 as the "**Base Rent**" under this Lease for the entire Term. Any Additional Rent payable to Landlord under this Lease shall be paid by Tenant within forty-five (45) days after Tenant's receipt of detailed written demand therefor, including copies of all cost verification documents and receipts. Upon request by Tenant (no more than once per month), Landlord shall provide itemized and detailed records required by Tenant to account for Additional Rent. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other place as Landlord may designate in writing. Rent for any partial month of the Term shall be prorated on a per diem basis. Any payment of Rent not received by Landlord within ten (10) Business Days after receipt of written notice that it was not received when due shall accrue interest at the lesser of five percent (5%) per annum and the highest rate permitted under applicable Laws from the date due until paid in full.

ARTICLE 5 USE AND COMPLIANCE

5.1 Use of Premises/Patio Area. Tenant shall be permitted to use and occupy the Premises during the Term for the Permitted Use in accordance with the terms and conditions of this Lease, and for no other purpose whatsoever without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant shall at all times operate its activities at the Premises in full compliance with all applicable Laws, including zoning. Tenant shall be solely responsible for obtaining, prior to the Commencement Date, and maintaining at all

times during the Term all permits and licenses required by applicable Laws with respect to Tenant's use and occupancy of the Premises. Tenant covenants and agrees, at Tenant's sole cost, to comply with all applicable Laws with respect to its use and occupancy of the Premises. Landlord hereby agrees that Tenant shall have the sole and exclusive use of the Premises during the Term, including without limitation the Patio Space, and that subject to the Rules and Regulations the Tenant shall have the right to access and use the Premises and Common Areas on a 24/7 basis, including during hours when the remainder of the Building and/or Project may be closed. Tenant hereby acknowledges and agrees that any third party vendors who provide services to Tenant with respect to any events at the Patio Area shall be deemed Tenant Parties' under this Lease.

5.2 Common Areas. During the Term the Tenant shall have the non-exclusive right to use the Common Areas subject to all reasonable rules and regulations established by Landlord from time to time governing the use thereof ("**Rules and Regulations**"); provided all Rules and Regulations must not conflict with the terms and conditions of this Lease or materially increase Tenant's obligations or liabilities or materially decrease Tenant's rights or remedies under this Lease, and in the event of a conflict between the terms of any Rules and Regulations and the terms set forth in the body of this Lease, the terms set forth in the body of this Lease shall control. The initial Rules and Regulations are attached hereto as Schedule 5.2. Tenant agrees to abide by all such Rules and Regulations. Landlord shall have the right, in Landlord's reasonable discretion, from time to time: (a) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas (including, without limitation, the nature and extent of the parking areas and parking facilities), loading and unloading areas, ingress, egress, direction of traffic, landscaped areas and walkways; (b) to temporarily close any of the Common Areas for maintenance purposes so long as there remains reasonable access to the Premises and reasonable parking accommodations for Tenant and its guests; (c) to designate other land outside the boundaries of the Project to be a part of the Common Areas; (d) to add additional buildings and improvements to the Common Areas; (e) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and (f) to do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Landlord may reasonably deem to be appropriate. Landlord hereby agrees to give Tenant prior notice of any of the foregoing actions to the extent they would unreasonably interfere with Tenant's ability to use the Common Areas or Premises.

5.3 Disclosure. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises has not been inspected by a Certified Access Specialist to determine whether the Premises meets all applicable construction-related accessibility standards pursuant to Section 55.53 of the California Civil Code, and Landlord specifically makes no, and hereby disclaims all representations or warranties with respect to whether the same meet such standards. Pursuant to applicable Laws, Landlord further discloses to Tenant the following:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or

tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

Nothing in this Section 5.3 shall be construed to in any way limit the Landlord’s obligations under this Lease with respect to causing the Landlord’s Work to be performed and completed in accordance with all applicable Laws, and to cause the Premises to be delivered to Tenant in a condition that is in full compliance with all applicable Laws; provided, however, that Landlord shall have no obligation under this Section 5.3 to the extent any noncompliance with applicable Laws is caused by any Alterations performed by Tenant or Tenant Parties after delivery of the Premises.

ARTICLE 6 SERVICES, UTILITIES

6.1 Landlord shall be responsible, at its sole cost and expense (subject to the extent Tenant is responsible for reimbursement under Section 6.2), for procuring all services and utilities, including trash removal, electricity, natural gas, water, sewerage, janitorial, security (excluding Tenant’s key card access system for the Premises), fire and life safety, preventative maintenance, and telecom services (subject to Section 6.2 below), whether with respect to the Premises, Building, and/or Common Areas. Landlord agrees to provide all such services either directly or through qualified and licensed third (3rd) party service providers (including public utilities as applicable), and shall provide such services and ensure that all such utilities are provided to the Premises in a commercially reasonable manner and on a commercially reasonable basis.

6.2 Notwithstanding the foregoing, Landlord’s obligation with respect to telecom services and any public utility services shall be limited to ensuring that such services are provided and available to designated locations in the interior of the Premises, and Tenant shall be responsible for (a) the cost of any utilities that are separately metered or submetered to the Premises, (b) reimbursing Landlord for the actual and reasonable costs incurred by Landlord for procuring regular janitorial services for the Premises, as provided under Article 7 herein, and (c) reimbursing Landlord for any costs incurred by Landlord associated with information technology equipment and systems pursuant to Section 26.23. The utility costs under subclause (a) above shall be paid by Tenant directly to the applicable public utility company; provided if any such utilities are not separately metered to the Premises, Tenant shall pay to Landlord, as Additional Rent, the Tenant’s Share of the utility charges that are jointly metered/charged with or to other premises in the Building or Project, as applicable, as such Tenant’s Share may be adjusted in connection with any disproportionate use as set forth in the definition of Tenant’s Share. Tenant’s reimbursement of Landlord under subclauses (b) and (c) shall be as Additional Rent, and shall be paid in accordance with the terms of Article 4.

6.3 Tenant agrees that Landlord shall not be liable for damages for any failure or interruption of utilities or services where such failure, delay or diminution is occasioned, in whole or in part, by Force Majeure, Tenant’s default, the acts of any third parties, or any other cause beyond Landlord’s reasonable control. In the event of any stoppage or interruption of Common Area services, Landlord shall diligently attempt to resume such Common Area service as promptly

as practicable. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to an interruption, failure or inability to provide any Common Area services.

ARTICLE 7 REPAIR AND MAINTENANCE

Except as provided otherwise (including but not limited to Article 6 and Article 7), Landlord shall maintain and repair, at Landlord's sole cost and expense, the Premises, Building (including Building Systems), Common Areas (including Parking Areas), and all other portions of the Project, in good order, condition, and repair, and in compliance with all applicable Laws. Landlord's obligations shall include, without limitation, preventative maintenance on all Building Systems and the ongoing and regular repair and maintenance of the entire Premises, including all walls, floors, ceilings, windows, doors, fixtures and other improvements within the Premises; provided Landlord shall not be responsible for the Tenant's furniture or personal property, including the Tenant Installed Equipment. For sake of clarification, Landlord's obligations shall include all replacements and new improvements as may be needed (which may include capital expenditures), including those which may be needed due to applicable Laws, to the extent required during the Term; provided, however, that Landlord shall not be responsible for any replacements, improvements, or other work to the extent necessitated by Alterations made by Tenant or Tenant Parties. Tenant's obligations under this Lease with respect to repair and/or maintenance shall be limited to (a) repairing any damage to the Premises, Building, Building Systems, or Project the extent caused by Tenant or any other Tenant Parties (ordinary wear and tear excepted), and (b) Tenant's furniture and personal property, including the Tenant Installed Equipment (including IT and telecom systems), all at Tenant's sole cost and expense.

ARTICLE 8 ALTERATIONS, MECHANICS' LIENS; SURRENDER

8.1 Alterations. Excluding work relating to the installation of the Tenant Installed Equipment, Tenant shall not make any alterations, modifications, or improvements to the Premises (collectively "**Alterations**") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided Landlord's consent shall not be needed for any interior Alterations to the Premises that (a) do not materially or adversely impact the structural portions of the Building or any Building Systems, and (b) cost less than \$50,000 in the aggregate, however, Tenant shall provide Landlord prior written notice and reasonably detailed plans for any Alteration regardless of cost. All Alterations made by Tenant shall be done in a good and workmanlike manner and in compliance with all applicable Laws. All Alterations shall become a part of the Building and immediately belong to Landlord without compensation to Tenant, provided that equipment, trade fixtures, furniture, and other items of personal property shall at all times be and remain the property of Tenant.

8.2 Mechanic's Liens. Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, and will not permit any liens to be imposed on the Premises for any work done to the Premises by Tenant, including without limitation any Alterations. If Tenant receives written notice that a lien has been

or is about to be filed against the Premises on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such and will proceed with diligence and within ten (10) business days cause such lien to be bonded or discharged.

8.3 Surrender. Not later than three (3) months prior to the expiration or earlier termination of the Term, Landlord shall notify Tenant in writing which Alterations and Tenant Installed Equipment, if any, Landlord requires Tenant to remove at the expiration or earlier termination of the Term and which Alterations and Tenant Installed Equipment may remain in the Premises; provided (a) Tenant shall have the right, in its sole discretion, to at Tenant's cost, remove any Tenant Installed equipment that Tenant desires to remove, (b) absent written notice otherwise from Landlord it shall be deemed that Tenant is obligated to remove all Alterations at or before the end of the Term, and (c) with respect to any Alterations that would require material work by Tenant to remove the same and repair/restore the affected areas of the Premises, the Tenant may, at the time it requests consent to such Alterations, or at the time it provides Landlord with written notice thereof for Alterations not requiring consent, request that the Landlord notify Tenant in writing as to whether Tenant is obligated to remove such Alterations at or before the end of the Term, and absent written notice from Landlord that Tenant may leave such Alterations in the Premises it shall be deemed that Tenant is required to remove the same, absent subsequent written notice to the contrary from Landlord. On or before the expiration or earlier termination of the Term, Tenant shall remove those Alterations, Tenant Installed Equipment, and furniture, personal property, or other items of Tenant or any Tenant Party, designated by Landlord for removal and shall surrender the Premises in accordance with this Lease. Any Alterations, Tenant Installed Equipment, furniture, personal property, or other items of Tenant remaining in the Premises after the expiration or earlier termination of the Term may, at Landlord's election, be deemed abandoned and may be removed, stored, sold, or otherwise disposed of by Landlord without liability therefor, and Tenant shall reimburse Landlord, within thirty (30) days after demand, for all reasonable costs and expenses incurred by Landlord in connection with such removal, storage, sale, or disposal and restoring the Premises.

ARTICLE 9 ACCESS

In addition to regularly scheduled entries for the purposes of providing Landlord's services and obligations hereunder (which entries shall be scheduled in advance with Tenant), Landlord and the other Landlord Parties shall have the right to enter the Premises upon no less than two (2) Business Days prior notice for the purpose of performing Landlord's maintenance and repair obligations hereunder; provided Landlord and the other Landlord Parties may enter the Premises as soon as reasonably needed without notice in the case of an emergency. Landlord agrees to not unreasonably interfere with Tenant's use and occupancy of the Premises during any such entry.

ARTICLE 10 INDEMNIFICATION

10.1 Tenant Indemnity. Tenant agrees to indemnify, defend and hold harmless Landlord and all of the other Landlord Parties from and against any and all Claims to the extent incurred as a result of (a) the actions of Tenant or any other Tenant Party in, on or about the Premises, Building or Project, (b) Tenant's default in the performance of any obligation on Tenant's part to be

performed under the terms of this Lease, and/or (c) Tenant's use of the Premises, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant or Tenant Parties in or about the Premises, the Property, the Common Area or other portions of the Premises, in each instance except as provided by applicable Law and excluding Claims to the extent caused by the negligence or willful misconduct of Landlord or any other Landlord Party. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease to the extent such policies cover the applicable Claims.

10.2 Landlord Indemnity; Exemption from Liability.

(a) Landlord agrees to indemnify, defend and hold Tenant and the other Tenant Parties harmless from and against any Claims to the extent incurred as a result of (i) the negligence, willful misconduct, and/or violation of Laws by Landlord or any other Landlord Party in, on or about the Premises, Building or Project, and/or (ii) Landlord's default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, in each instance except as provided by applicable Law and excluding Claims to the extent caused by the negligence or willful misconduct of Tenant or any other Tenant Party. Landlord's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Landlord pursuant to the provisions of this Lease to the extent such policies cover the applicable Claims.

(b) Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or illness or death of Tenant or any Tenant Party or any other person in or about the Premises, whether such damage, illness or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, ventilation, plumbing, air conditioning or lighting fixtures, or from any other cause, and whether said damage, illness or injury results from conditions arising upon the Premises, upon other portions of the Property or from other sources or places, and regardless of whether the cause of such damage, illness or injury or the means of repairing the same is inaccessible to Tenant, except only to the extent such damage, illness or injury is caused by the negligence or willful misconduct of Landlord or any other Landlord Party.

10.3 Indemnification Procedures. As used herein, the term "**Indemnified Party**" shall mean a Person benefitted by the provisions of Section 10.1 or Section 10.2, respectively, and the term "**Indemnifying Party**" shall mean Landlord or Tenant, as applicable, in connection with their respective obligations under Section 10.1 or Section 10.2 above.

(a) An Indemnified Party shall notify the Indemnifying Party in writing of the existence of any matters that an Indemnified Party believes in good faith constitute matters subject to indemnification, reimbursement, hold harmless or defense for the benefit of such Indemnified Party under this Lease (each, an "**Indemnified Claim**") promptly after such Indemnified Party becomes aware of the existence of such Indemnified Claim.

(b) An Indemnifying Party shall be entitled to defend any Indemnified Claim through counsel of the Indemnifying Party's choice (the "**Litigation Counsel**"), which counsel

shall be subject to the Indemnified Party's prior written approval in its reasonable discretion. Notwithstanding the foregoing, (i) if Indemnifying Party shall fail to promptly take all reasonable and appropriate action to defend any Indemnified Claim, then Indemnified Party shall, within a reasonable time following notice from Indemnified Party to Indemnifying Party alleging such failure, have the right promptly to retain counsel of Indemnified Party's choice to carry out such defense, at Indemnifying Party's cost and expense, (ii) in all cases Indemnified Party shall be entitled to participate in the defense of any Indemnified Claim, and (iii) Indemnifying Party shall at all times during such defense consult with Indemnified Party and keep Indemnified Party fully informed of all material matters, and allow Indemnified Party to provide input on any strategic litigation decisions and/or positions. Indemnifying Party shall determine, with Indemnified Party's reasonable consent, whether to settle, compromise, or appeal any judgment of any Indemnified Claim.

(c) Without limiting anything else in this Article 10, under no circumstances shall an Indemnified Party be required to disclose to the Indemnifying Party any information or materials in connection with an Indemnified Claim to the extent that the Indemnified Party is precluded from disclosing the same due to binding confidentiality restrictions, or such information or materials are protected by attorney client privilege, in all events subject to any disclosure requirements imposed on the Indemnified Party under applicable Laws.

(d) The Indemnifying Party agrees that its obligations under this Article 10 include all Indemnified Claims that are actually or potentially within the scope of the Indemnifying Party's indemnity, defense, and hold harmless obligations under this Lease, and no finding or judgment of negligence, fault, breach, or the like on the part of the Indemnifying Party shall be required for the foregoing obligations to arise.

(e) Subject to the terms of this Article 10, the parties shall cooperate in defending against any Indemnification Claim. In furtherance of the foregoing, the Indemnifying Party shall cooperate fully with the Indemnified Party and the Litigation Counsel in the defense of any Indemnified Claim, including by making documents and/or personnel available to the extent required or deemed reasonably necessary by the Litigation Counsel or by the Indemnified Party.

(f) All demands made by an Indemnified Party to the Indemnifying Party for payment and/or reimbursement of Claims under any indemnity in favor of any Indemnified Party hereunder shall be in writing, shall include reasonably requested backup information, and shall be paid by the Indemnifying Party within sixty (60) days after receipt of such written demand.

10.4 Survival. The parties respective obligations under this Article 10 shall survive the expiration of the Term and any earlier termination of this Lease.

ARTICLE 11 INSURANCE REQUIREMENTS

11.1 General. During the Term, the Landlord and Tenant, shall each, at their respective sole cost and expense, keep in force and maintain the respective insurance policies (including coverage amounts) set forth on Schedule 11, in full accordance with the terms and conditions of

Schedule 11. The minimum limits of a party's insurance coverage shall not limit the liability of such party under this Lease. All insurance required hereunder shall be placed with reputable companies which are licensed to do business in the State of California if such policies are not self-insured. Each party shall deliver proof of insurance (and additional insured status) to the other party prior to the Commencement Date and as soon as reasonably possible after reasonable request.

11.2 Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each hereby waives any right of recovery against the other due to loss of or damage to the property of either Landlord or Tenant to the extent such loss of or damage to property arises out of the acts of God or any other perils whether or not such perils have been insured, self-insured or non-insured. Landlord and Tenant shall cause each of their respective insurance policies carried hereunder to contain, or be endorsed with, a provision by which the insurer shall waive its right of subrogation against the other party hereto in accordance with the provisions of this Article 11.

ARTICLE 12 CASUALTY

12.1 Termination. If the Premises are damaged by a fire or other casualty, Tenant shall give Landlord immediate notice thereof, and within sixty (60) days after the date Landlord has actual knowledge of such damage or destruction, Landlord shall notify Tenant of the reasonably estimated time required to completely restore the Premises. Landlord may also elect to terminate this Lease due to a fire or other casualty if: (a) the damage was not covered by Landlord's insurance policies or any self-insurance available to Landlord, and (b) Landlord is able to reasonably demonstrate that it will not be able to secure sufficient funds to complete the restoration work prior to the end of the Term. Tenant may elect to terminate this Lease with written notice to Landlord if the casualty materially impacts the Premises or Tenant's ability to occupy or use the Premises (including any casualty to the Common Areas that impacts Tenant's ability to use the Premises), and it is reasonably expected that the restoration work required to restore Tenant's ability to fully use the Premises will not be substantially completed within twelve (12) months after the date of the casualty.

12.2 Restoration and Abatement. If neither Landlord or Tenant elect to terminate this Lease, then Landlord shall diligently and with commercially reasonable promptness repair the Premises to substantially the same condition existing as of the Commencement Date. Landlord shall not be required to repair or replace any damage or loss to any Alterations or any personal property of Tenant, or to the extent that any damage or loss is caused by the actions of Tenant or another Tenant Party. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

12.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 12, constitute an express agreement between Landlord and Tenant with respect to any Casualty to all or any part of the Premises, and any statute or regulation, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between

the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises.

ARTICLE 13 CONDEMNATION

If the Premises, Building, Project or any portion thereof are subject to a Taking, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If any Taking has a material adverse impact on Tenant's ability to use the Premises for the Permitted Use then Tenant may, at Tenant's option, terminate this Lease as of the date the condemning authority takes such possession with written notice to Landlord. Any award relating to a Taking shall be the sole property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such Taking, Landlord shall repair any damage to the Premises caused by such Taking. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure.

ARTICLE 14 TAXES

Landlord is a municipal corporation and the Premises and Landlord's interest is exempt from ad valorem taxation. Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges, if any, that are levied and assessed against Tenant's trade fixtures, furnishings, equipment, and personal property in the Premises.

ARTICLE 15 COMPLIANCE WITH LAWS/HAZARDOUS MATERIALS.

15.1 Compliance. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable Laws to the extent applicable to the use or occupancy of the Premises and Property, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (the "ADA"), but only to the extent applicable to Tenant's specific and unique use of the Premises and opposed to general uses. The foregoing shall not be construed as requiring that Tenant make any improvements or modifications to the Premises (or any portion thereof) in order to cause it to be in compliance with Laws, and without limiting the Landlord's obligation to deliver the Premises to Tenant in full compliance with all Laws, at all times during the Term, Landlord shall be responsible, at Landlord's sole cost and expense, for ensuring that the Building, Common Areas and Project (including the Premises) are in compliance with all Laws and shall make such modifications and improvements as may be needed from time to time in connection therewith; provided to the extent that any specific and unique use by Tenant or any Alterations made by Tenant during the Term trigger the need under applicable Laws to make any such modifications and improvements, then the Tenant shall be responsible for such work at Tenant's sole cost and expense.

15.2 Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, used, discharged, deposited or leaked in or about the Premises or the Property by Tenant or a Tenant Party or by anyone in the Premises (other than Landlord or its agents, employees or contractors), except to the extent such Hazardous Materials are cleaning or office supplies and/or are used in connection with the Permitted Use, and in all events are kept and used in accordance with all applicable Laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Premises or the Property is caused by Tenant or any other Tenant Party, then Tenant's indemnification obligations under Section 10.1 above shall apply, and the applicable Indemnified Claim shall include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Premises. Such indemnity obligations shall survive the earlier termination or expiration of this Lease.

ARTICLE 16 ASSIGNMENT AND SUBLETTING

Tenant shall not assign, sublet, or otherwise transfer (collectively, "**Transfer**"), whether voluntarily or by operation of law, its interests under this Lease, without Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may Transfer its interest in this Lease and the Premises, including without limitation a sublet of all or a portion of the Premises, without the need for Landlord's prior consent if such Transfer is to any Affiliate of Tenant provided that: (a) at least thirty (30) days prior to such Transfer, Tenant delivers to Landlord written notice of the Transfer and the name, contact information for the Affiliate; (b) the Tenant's Affiliate assumes, in full and in writing, the obligations of Tenant under this Lease; (c) Tenant remains fully liable under this Lease; and (d) the Permitted Use remains unchanged and any change in use (even if still part of the Permitted Use) is not reasonably expected to violate the Rules and Regulations. Additionally, the parties hereby agree that the use of all or any portion of the Premises by any Affiliate of Tenant shall not be deemed a Transfer nor require any notice to, or consent from, the Landlord; provided Tenant agrees that it shall be liable for the actions of any such Tenant Affiliate on or about the Premises, Building and Project.

ARTICLE 17 SIGNAGE AND PARKING

17.1 Signage. As part of the Landlord's Work, the Landlord shall, at its sole cost and expense, install signage for Tenant as mutually agreed upon by the parties and included in the scope of work for the Landlord's Work as set forth in the Work Letter, with all such signage subject to the parties mutual written approval in their respective reasonable discretion. Landlord shall be solely responsible for maintaining all such signage, at Landlord's sole cost and expense, and shall pay for all utilities and services related thereto. Without limiting the foregoing, Landlord hereby agrees that Tenant's signage shall include, without limitation a suite identification sign at the Premises and signage on the Building directory, as well as directional signage in locations mutually agreed to by the parties acting reasonably and in good faith. Tenant shall be granted a space on the Building monument wall sign which location shall be mutually agreed upon by Landlord and Tenant. The cost and installation of Tenant's monument sign shall be borne by Landlord. All signage must be submitted to Landlord for Landlord's prior review and written approval.

17.2 Parking. Tenant shall be entitled to use, at no charge, fee, or expense to Tenant or any other Tenant Party or their guests or invitees, on a non-exclusive basis, any unreserved and unassigned parking spaces in those portions of the Parking Areas designated by Landlord for Tenant's parking. Landlord specifically reserves the right, from time to time, to reasonably modify the Parking Areas with reasonable prior written notice to Tenant. Landlord may temporarily close-off or restrict access to the Parking Areas for purposes of construction, alteration or improvements or to accommodate or facilitate renovation, alteration, construction or other modification of the Project; provided sufficient alternative parking is made available to Tenant.

ARTICLE 18 DEFAULT BY TENANT

18.1 Default. The occurrence of any of the following events on the part of the Tenant shall be a default by Tenant:

(a) Failure to pay Rent when due and said Rent remains unpaid for more than five (5) Business Days after Tenant's receipt of written notice of such failure; or

(b) Failure in the performance of any of Tenant's other covenants, agreements, or obligations hereunder, which failure continues for more than thirty (30) days after Tenant's receipt of written notice thereof from Landlord; provided if such cure reasonably takes longer than thirty (30) days to complete, then Tenant shall not be in default hereunder if Tenant has commenced such cure within the 30-day period and at all times thereafter proceeds diligently to complete such cure;

(c) (i) The making by Tenant of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant becomes a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days, provided if any provision of this paragraph is contrary to any applicable law, such provision shall be of no force or effect; or

(d) The abandonment of the Premises by Tenant, as opposed to Tenant vacating the Premises or any portion thereof, where Tenant (or an Affiliate of Tenant pursuant to a Transfer) does not, within thirty (30) days after receipt of written notice from Landlord, resume its use and occupancy of the Premises at a later time; provided Tenant maintains the insurance required hereunder and reasonably secures the Premises during such period when it is not being used by Tenant or an Affiliate of Tenant.

18.2 Landlord's Remedies. So long as a Tenant default, beyond the notice and cure periods above, shall be continuing, Landlord shall have the remedies set forth below in this Section 18.2, and any other remedies available under applicable Laws.

(a) Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord.

(b) Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

(c) Landlord may, but shall not be obligated to, cure such default on Tenant's behalf (and may enter the Premises for such purposes). Any such actions undertaken by Landlord pursuant to this paragraph shall not be deemed a waiver of Landlord's rights and remedies as a result of Tenant's default and shall not release Tenant from any of its obligations under this Lease.

(d) Landlord may pursue any other legal remedy now or hereafter available to Landlord under applicable Laws or otherwise.

(e) No reentry or taking possession of the Premises by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

18.3 Recovery of Costs. Without limiting Landlord's remedies under this Lease, applicable Laws, or otherwise, Tenant shall pay to Landlord as Additional Rent all actual and reasonable third party costs and expenses incurred by Landlord in connection with Landlord's cure of any Tenant default not cured by Tenant.

ARTICLE 19 DEFAULT BY LANDLORD

Landlord shall be in default hereunder (a "**Landlord Default**") if it fails to perform any of its covenants, agreements, or obligations hereunder, which failure continues for thirty (30) days after Landlord's receipt of written notice thereof from Tenant; provided if such cure reasonably takes longer than thirty (30) days to make, Landlord shall not be in default hereunder if it has commenced such cure within the thirty (30) day period and at all times thereafter proceeds diligently to complete such cure. Notwithstanding the foregoing, a Landlord Default shall include the failure or refusal of Landlord to perform any obligation it has agreed to incur hereunder as soon as possible in the event of an "**emergency**," defined as an event which threatens the safety and/or well-being of the occupants of the Premises, or which prevents Tenant from continuing ongoing use. (in Tenant's sole reasonable opinion). Tenant, on Landlord's behalf, may but shall not be required to, perform the obligation that caused the Landlord Default provided Landlord is in receipt of such obligation and has opportunity to cure in accordance with this Section 19. Landlord shall reimburse Tenant for such actual reasonable expenses as are incurred by Tenant while performing such obligations within thirty (30) days after receipt of demand therefor, provided (a) Tenant provides Landlord with written notice of its intention to perform such obligation on Landlord's

behalf at least ten (10) Business Days before commencing such performance (unless an emergency, in which event Tenant need only give Landlord one (1) Business Day's prior notice which may be e-mail), and (b) Tenant includes copies of all invoices evidencing the work performed with its demand for reimbursement.

ARTICLE 20 SUBORDINATION

This Lease, at Landlord's option, shall be subordinate to the lien of any mortgage now or hereinafter affecting the Premises, and to all renewals, modifications, consolidations, replacements or extensions thereof (each, a "**Mortgage**"), irrespective of the time of recording such Mortgage, provided the mortgagee thereunder (the "**Mortgagee**") is a recognized bank, savings and loan association, insurance company or other lending institution, and provided that such Mortgagees furnish a recognition and subordination agreement consistent with the terms of this Lease, in recordable form reasonably satisfactory to all parties thereto, that states Tenant's occupancy and rights pursuant to this Lease shall not be disturbed nor terminated as long as Tenant is not in default of its obligations hereunder beyond any cure periods. In the absence of a subordination, attornment and non-disturbance agreement and in the event that any holder of any Mortgage or anyone claiming from or through any such holder or any purchaser of holder's estate in any foreclosure sale shall enter into and lawfully become possessed of the Premises or shall otherwise succeed to the rights of Landlord under this Lease, either through foreclosure of any Mortgage or the acquisition of the estate of Landlord thereby mortgaged, Tenant agrees to attorn to such successor landlord and recognize successor landlord as its landlord under this Lease and to execute, upon request of such successor landlord, an attornment agreement in form and substance reasonably acceptable to Tenant.

ARTICLE 21 WAIVER

The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default, it shall constitute only a waiver of timely payment for the particular Rent payment involved.

ARTICLE 22 NOTICES

All notices, demands, or other communications that either party desires or is required or permitted to give or make to the other party under or pursuant to this Lease (collectively referred to as "notices") shall be made or given in writing and shall either be (a) personally served, (b) sent by registered or certified mail, postage prepaid, or (c) sent by a nationally recognized overnight

delivery service or courier. Notices may be sent via electronic mail so long as they are concurrently sent by one of the other methods provided above. All notices shall be addressed to or personally served on the parties as follows:

If to Tenant, to: The Board of Trustees of the California State University
c/o San Diego State University
5500 Campanile Drive
San Diego, CA 92182-1616
Attn: Contract and Procurement Management

and to: The Board of Trustees of the California State University
Office of General Counsel
401 Golden Shore
Long Beach, California 90802-4210
Attention: University Counsel, San Diego State University

If to Landlord: City of Chula Vista
Attn: City Manager
276 4th Avenue
Chula Vista, CA 91910
citymanager@chulavistaca.gov

and to: City of Chula Vista
Attn: City Attorney
276 4th Avenue
Chula Vista, CA 91910
cityattorney@chulavistaca.gov

Service of any such notice or demand so made by the methods provided above shall be deemed complete as of the date received or the date delivery is refused. The address to which notices and demands shall be delivered or sent may be changed from time to time by notice served as herein provided by either party upon the other party.

ARTICLE 23 QUIET POSSESSION

Landlord hereby agrees that as long as Tenant keeps and performs the covenants in this Lease, Tenant shall at all times during the Term of this Lease peaceably and quietly have, hold and enjoy the Premises and Tenant's rights hereunder, without suit, trouble or hindrance from Landlord or any person claiming under Landlord.

ARTICLE 24 ESTOPPEL CERTIFICATES

Each party to this Lease will, from time to time as requested by the other party, on not less than twenty (20) days prior written notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there

have been modifications that this Lease is in full force and effect as modified and stating the modifications). That statement will certify the dates to which Rent and any other charges have been paid. That statement will also state whether, to the knowledge of the person signing the certificate, the other party to the Lease is in default beyond any applicable grace period provided in this Lease in the performance of any of its obligations under this Lease. If the other party is in default beyond any applicable grace period, the statement will specify each default of which the signer then has knowledge. It is intended that this statement may be relied on by others with whom the party requesting that certificate may be dealing.

ARTICLE 25 LIMITATION ON LIABILITY

Under no circumstances shall either party be liable to the other party for any special, indirect, consequential or punitive damages or for injury to the other party's business or for any loss of income or profit therefrom, or loss of business, and each party waives any and all claims for any such damages.

ARTICLE 26 MISCELLANEOUS PROVISIONS

26.1 Entire Agreement. This Lease contains all covenants, terms, provisions and agreements between Landlord and Tenant relating in any manner to the construction, rental, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreement or understanding with respect to the same shall be valid or of any force or effect, and no covenant, term, provision or agreement of this Lease can be altered, changed, modified or added to, except in writing, signed by Landlord and Tenant. No representation, inducement, understanding, or anything of any nature whatsoever made, stated, or represented on behalf of either party hereto, either orally or in writing, has induced the other party to enter into this Lease except as set forth in this Lease.

26.2 No Presumption Against Drafter. This Lease has been negotiated at arm's length and between parties sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Lease against the party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to effect the purposes of the parties and this Lease.

26.3 No Amendments. No amendment of this Lease shall be valid unless made in writing and signed by the parties hereto, and, to the extent required, approved by the Tenant's BOT, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

26.4 Time of the Essence. Time is of the essence in the performance of each and every obligation and covenant of the parties hereto.

26.5 Severability. If any clause, sentence or other portions of this Lease shall become invalid, illegal, or unenforceable for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect and such

clause, sentence or other portions shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

26.6 Brokerage Commissions. The parties to this Lease warrant to each other that neither party dealt with any brokers or finders in connection with the consummation of this Lease, and each party agrees to protect, defend, indemnify and hold the other party harmless from and against any and all claims or liabilities for brokerage commissions or finder's fees arising out of that party's acts in connection with this Lease to anyone.

26.7 Captions. The captions and section headings used herein are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions hereof.

26.8 Construction. For purposes of this Lease, words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa and words importing persons shall include corporations and associations, including public bodies and the term "agent" shall refer to a Person's employees, contractors, and representatives.

26.9 Further Assurances. Except as expressly set forth otherwise herein, each party to this Lease will at its own cost and expense execute and deliver such further documents and instruments that are consistent with the terms and conditions of this Lease and will take such other actions as may be reasonably required to evidence or carry out the intent and purposes of this Lease.

26.10 Governing Law. This Lease shall be interpreted in accordance with and governed by the laws of the State of California, without regard for its conflict of laws provisions. Venue for any legal action brought by either party with respect to this Lease shall be the Superior Court of the State of California in San Diego County.

26.11 Word Usage. Unless the context clearly requires otherwise, (i) the plural and singular numbers will each be deemed to include the other; (ii) the masculine, feminine, and neuter genders will each be deemed to include the others; (iii) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (iv) "may" is permissive; (v) "or" is not exclusive; and (vi) "includes" and "including" are not limiting.

26.12 Counterparts; Electronic Execution. This Lease may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Lease may be executed by signatures transmitted via electronic means including email.

26.13 Incorporation. The Exhibits and Schedules attached hereto are hereby incorporated by this reference into this Lease.

26.14 Authority. Each party hereby represents and warrants to the other party that the individual(s) executing this Lease on behalf of his or her respective party is(are) duly authorized to execute and deliver this Lease on behalf of said entity in accordance with the governing

documents of such entity, and that upon full execution and delivery this Lease is binding upon said entity in accordance with its terms. Without limiting the foregoing, Landlord hereby represents and warrants to Tenant that Landlord has obtained all approvals and consents which may be required from any member, manager, partner, and lender of Landlord, and upon request from Tenant shall provide copies of such approvals and consents to Tenant.

26.15 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership or of joint venture, or of any association between Landlord and Tenant, and none of the provisions contained in this Lease or any acts of the parties shall be deemed to create any relationship other than lessor and lessee between Landlord and Tenant, nor shall this Lease be construed, except as expressly provided, to authorize either to act as agent for the other.

26.16 Binding Effect. The provisions of this Lease shall bind or benefit the heirs, executors, administrators, successors and permitted assigns of the original parties to this Lease.

26.17 No Third Party Beneficiaries. This Lease shall not, nor be deemed to, confer upon any Person, other than the parties hereto, any right or interest, including without limitation any third-party beneficiary status or any right to enforce any provision of this Lease.

26.18 BOT Action; City Council Action.

26.18.1 BOT Action. Landlord acknowledges that many of the approvals or consents to be given by Tenant hereunder may be subject to approval by the BOT, through formal action of the BOT at a regularly or specially called meeting, or its delegee. Tenant makes no representation that any such approval or consent will be granted or that any consent or approval granted by Tenant pursuant to this Lease shall indicate that the attendant approval or consent from the BOT or its delegee is forthcoming. Tenant shall not be in breach of any obligation under this Lease for which Tenant's performance requires the consent, approval, or other action of the BOT or its delegee, and where BOT or its delegee does not grant such consent or approval, and/or does not take such action, in the manner or time provided for in this Lease for Tenant's performance; provided, however, that the foregoing shall not be construed so as to limit or void any BOT authority with respect to the execution or delivery of this Lease by Tenant to Landlord, nor Tenant's obligation to pay Rent and all other sums due under this Lease when required.

26.18.2 City Council Action. Tenant acknowledges that certain approvals or consents to be given by Landlord hereunder may be subject to approval by the City Council of Landlord (the "**City Council**"), through formal action at a regularly or specially called meeting, or by Landlord's authorized designee, as applicable. Landlord makes no representation that any such approval or consent will be granted or that any consent or approval granted by Landlord pursuant to this Lease shall indicate that any required approval or consent from the City Council or such designee is forthcoming. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to timely seek any such required City Council or designee approval or consent. Landlord shall not be deemed in breach of this Lease solely by reason of the failure of the City Council or such designee to grant such consent or approval, or to take such required action, in the manner or within the time otherwise provided in this Lease, provided that Landlord has timely submitted the matter for such approval or consent and is diligently pursuing the same. The

foregoing shall not be construed so as to limit or void any City Council authority with respect to the execution or delivery of this Lease by Landlord to Tenant, nor excuse Landlord's obligation to pay any sums due to Tenant under this Lease when required.

26.19 Press Releases. Neither party shall make any press release regarding the Premises, this Lease, or any other subject matter hereof without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned, or delayed.

26.20 Force Majeure. In the event of Force Majeure, the obligations of the impacted party(ies) will be suspended to the extent caused by the Force Majeure, subject to the terms and conditions of this Lease. Notwithstanding the foregoing, Force Majeure shall not in any way excuse, limit, or otherwise modify either party's financial obligations under this Lease. For a party to avail itself of the benefit of Force Majeure, the Force Majeure event must directly cause a material delay in performance of an obligation or duty hereunder, or an inability to complete the performance of any such obligation or duty. The party claiming the benefit of Force Majeure must give detailed written notice to the other party within five (5) Business Days after obtaining actual knowledge of the Force Majeure event, and failure to provide such notice within such time period shall not void the benefit of Force Majeure but shall instead decrease the duration of the excused performance resulting from such Force Majeure event on a per diem basis for each day of delay in delivering such notice.

26.21 Tenant Financing. Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to Tenant's interest in and to (a) this Lease, or (b) the Premises. Additionally, Landlord shall have no obligation or duty whatsoever to execute any agreements, instruments, or other documents requested by Tenant or any lender of Tenant in connection with any Tenant financing, whether secured by Tenant's personal property, fixtures, equipment, or otherwise; provided if Landlord, in its sole discretion, agrees to enter into any consents, lien releases, waivers, or similar agreements in connection with any Tenant financing, then Tenant shall reimburse Landlord for its actual and reasonable legal fees incurred in connection therewith, regardless of whether Landlord, Tenant, and Tenant's lender are able to reach an agreement on a final form of such agreement or whether it is executed. Landlord hereby waives any landlord or similar liens to which it may have a right with respect to the merchandise, furniture, trade fixtures, equipment and other personal property of Tenant located on or about the Premises with respect to this Lease.

26.22 Waiver of Redemption. Tenant waives any and all rights of redemption granted by or under any Laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises by reason of the default by Tenant of any of the terms, covenants or conditions of this Lease beyond any applicable notice and cure period.

26.23 Tenant's Information Technology Equipment. Without limiting the Tenant's right to install the Tenant Installed Equipment, Tenant shall further have the right, at its cost and expense, to install its information technology equipment and systems in the Premises, and, to the extent needed for the proper operation and use thereof, in portions of the Common Areas as may be reasonably required, including cabling, WiFi, and such other equipment and systems as Tenant desires, and to operate such equipment and systems during the Term, provided Tenant obtains

Landlords prior written approval of the information technology equipment that Tenant wishes to install in the Common Areas, such approval not to be unreasonably withheld, conditioned, or delayed. Subject to obtaining Tenant's prior approval and opportunity to have a Tenant representative present, neither Landlord nor any other user of the Building or Project shall be allowed to access or use such equipment or systems, and without limiting Tenant's other rights set forth in this Lease, Tenant shall have the right to install security to prevent any unauthorized use; provided in the event of an emergency that poses an imminent threat to personal injury, property damage, or a material interruption with Landlord's information technology services to the Building if such situation is not immediately addressed by Tenant, then Landlord shall be allowed to take such commercially reasonable actions as may be reasonably required to mitigate the emergency. If Tenant has elected to share a common MDF/ID, the parties agree to use individual secured cabinets to ensure integrity of each respective party's equipment.

26.24 Right of First Offer. If at any time during the Term vacant space becomes available for lease on the lower level of the Building, the Landlord shall give Tenant written notice thereof (an "**Available Space Notice**"). The Available Space Notice shall indicate the specific space that is available for lease (the "**Available Space**") and the proposed rental upon which the Landlord would be willing to lease the space to Tenant. Upon Tenant's receipt of the Available Space Notice the parties shall negotiate in good faith for the terms upon which Landlord would lease the Available Space to Tenant, and Tenant would lease the Available Space from Landlord; provided in all events such negotiation period shall not exceed a period of four (4) months from Tenant's receipt of the Available Space Notice. If the parties are able to reach a mutual agreement as to the lease of the Available Space, they shall enter into an amendment to this Lease to add the Available Space to the Premises and to make such other modifications, solely with respect to the Available Space, that are mutually agreed upon by the parties. If the parties are unable to reach a mutual agreement within such 4-month period, then Tenant's rights under this paragraph with respect to the Available Space shall be void and of no further force or effect.

*Remainder of page intentionally left blank.
Signatures on the following page.*

TENANT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

TENANT:

THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY,
the State of California acting in its higher education capacity,
on behalf of San Diego State University

Approved by: _____

Name: _____

Title: _____

Date: _____, 2026

Recommended by: _____

Name: _____

Title: _____

Date: _____, 2026

[Landlord signature on following page]

LANDLORD SIGNATURE PAGE

LANDLORD:

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____

John McCann
Mayor

Date: _____, 2026

APPROVED BY:

Marco A Verdugo
City Attorney

ATTEST:

Kerry K. Bigelow, MMC
City Clerk

SCHEDULE 2.2

LEASE COMMENCEMENT DATE CERTIFICATE

This Lease Commencement Date Certificate is attached to and made a part of the Lease Agreement dated _____, 2026 between THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, which is the State of California acting in its higher education capacity, on behalf of on behalf of San Diego State University, one of twenty-two (22) universities in the California State University system as “**Tenant**”, and the CITY OF CHULA VISTA, a chartered municipal corporation as “**Landlord**”.

The "**Commencement Date**" of the Lease is _____, 202_.

The expiration date of the ten (10) year Term of the Lease is _____, 203__.

This Certificate may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Certificate (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Certificate upon request. The parties agree that electronic signatures, including those delivered by PDF or signed through the electronic signature system known as "DocuSign", shall have the same effect as originals. All parties to this Certificate waive any and all rights to object to the enforceability of this Certificate based on the form or delivery of signature.

Remainder of page intentionally left blank.

SO CERTIFIED by Landlord and Tenant as of _____, 2026.

TENANT:

THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY,
the State of California acting in its higher education capacity,
on behalf of San Diego State University

Approved by: _____

Name: _____

Title: _____

Date: _____, 2026

LANDLORD:

CITY OF CHULA VISTA,
a chartered municipal corporation

By: _____

Name: _____

Its: _____

Date: _____, 2026

SCHEDULE 3.2

WORK LETTER

1. Landlord's Work. At its sole cost and expense, Landlord agrees to construct certain improvements, install certain equipment, and otherwise perform certain work with respect to the Premises as provided in this Work Letter (collectively the “**Landlord's Work**”).

1.1 Approval of Plans. Landlord and Tenant have diligently worked together to develop mutually acceptable final plans and specifications, construction drawings, and detail sheets for the Landlord's Work which have been submitted to the City of Chula Vista Building Department for a building permit and are referenced as SDSU TI Plans Permit #B25-1545 (the “**Final Plans**”). The Final Plans have been approved and are part of this Lease and are attached as Schedule 1 hereto. Notwithstanding the foregoing, the parties hereby acknowledge that as of the Effective Date, the Landlord has commenced Landlord's Work.

1.2 Tenant's Equipment. The Landlord's Work shall include the Landlord's installation of all of Tenant's Equipment listed and described on the Tenant Equipment Matrix attached as Schedule 2 to this Work Letter, *excluding* the Tenant Installed Equipment expressly set forth on Schedule 2, which Tenant is responsible to install at its sole cost and expense. All of the Tenant's Equipment is to be procured by Tenant at its sole cost, and Landlord's obligations under this Work Letter with respect thereto are conditioned upon Tenant providing all Tenant's Equipment (other than the Tenant Installed Equipment) to Landlord.

1.3 Substantial Completion. As used in this Lease, the term “**Substantially Complete**” shall mean the date Landlord notifies and represents to Tenant that (a) all of Landlord's Work has been completed (such that Tenant is able to commence full use of the Premises for the Permitted Use) in a good, workmanlike and lien-free manner, in accordance with good construction practices and in compliance with all applicable Laws and the Final Plans; (b) the Premises is broom-clean and free of all construction equipment and debris; and (c) that a certificate of occupancy or temporary certificate of occupancy (or equivalent) permitting Tenant to occupy the Premises for the Permitted Use has been issued.

1.4 Punch List. When the Landlord's Work is Substantially Complete the Landlord and Tenant shall jointly inspect the Premises and the Landlord's Work, and jointly prepare a mutually agreed upon written list of any defects in the Landlord's Work. After such punchlist is mutually agreed upon by the parties the Landlord shall immediately commence and diligently prosecute to completion any work required to correct the punchlist items and defects. This paragraph shall in no way serve to limit Landlord's obligations under this Lease.

1.5 Construction Warranty. Landlord represents and warrants that the materials and equipment used in the Landlord's Work will be new and meet the requirements of the Final Plans, and that the Landlord's Work will be performed in material conformance with the requirements of the Final Plans, industry standards, and applicable Laws. Any of the Landlord's Work not materially conforming to these requirements shall be considered defective, and Landlord shall correct, at Landlord's sole expense, any and all violations of the foregoing.

1.6 Change Orders. No modifications to the Final Plans shall be undertaken without first having been approved (not to be unreasonably withheld, conditioned, or delayed) in writing by Tenant's Project Manager, initially to be Erin Rodgers. Landlord and Tenant shall each be entitled to reasonably request changes to the Final Plans (“**Changes**”). Any request for Changes made by either Party must be made in writing given to the other Party (a “**Change Request**”). Each Party shall diligently respond to a Change Request in writing (a “**Change Response**”), and shall use all commercially reasonable efforts to do so within (10) Business Day’s after receipt of a Change Request. The Change Response shall set forth, without limitation and as appropriate (i) whether the non-requesting Party consents to the Change Request, and if such non-requesting Party does not consent, the detailed reason(s) for such decision (provided each Party’s consent may not be unreasonably withheld, conditioned or delayed), and (ii) in the case of a Change Response from Landlord, the Landlord’s reasonable estimate of any likely delay in the Substantial Completion of the Landlord’s Work as a result of such Change Request, and the Landlord’s good faith estimate of the additional costs, if any, that would result from the Tenant’s proposed Changes. After receipt of a Change Response, provided the requested Changes were consented to, the requesting Party shall notify the other Party in writing of whether it still desires to proceed with such requested Changes. If the requesting Party has decided to proceed with the requested Changes, the Parties shall execute a written “**Change Order**” to memorialize the Changes. The Party requesting the applicable Changes shall be solely responsible for all additional costs resulting from such Changes. Upon the full execution and delivery of a Change Order, the Changes shall become a part of the Final Plans.

2. Tenant's Work. Landlord agrees that Tenant may, at Tenant's own cost and expense, and subject to Landlord’s prior written approval of plans in each instance (not to be unreasonably withheld or delayed), install in the Premises and, to the extent applicable, in the Common Areas, the Tenant Installed Equipment and the Tenant Security Equipment (defined below). Such work shall be performed in compliance with industry standards and applicable Laws. Landlord shall reasonably cooperate with Tenant in connection with the design, installation, and operation of any Tenant Installed Equipment and Tenant Security Equipment, provided that (a) such cooperation shall not require Landlord to incur any out-of-pocket costs unless reimbursed by Tenant as Additional Rent, (b) Landlord may require Tenant to coordinate all work through Landlord’s designated representative and comply with scheduling and access requirements, and (c) Landlord may impose reasonable requirements to protect the Project and other occupants and to maintain safety and continuity of operations. Notwithstanding anything to the contrary contained herein, Landlord shall have no liability or responsibility for any delay in the completion of the Tenant Improvements or the delivery of the Premises to the extent arising from, related to, or caused by Tenant’s procurement, delivery, installation, or coordination of any furniture, fixtures, and equipment to be provided by Tenant or Tenant’s vendors, contractors, or consultants. Any such delay shall not constitute a Landlord delay or default under this Work Letter or the body of the Lease.

Work Letter - Schedule 1

Final Plans

<https://cvapps.chulavistaca.gov/WebLink/DocView.aspx?id=262735>

Work Letter, Schedule 1

Work Letter – Schedule 2

Construction Responsibility and Equipment Matrix

Item / Activity	Landlord Responsibility	Tenant Responsibility	Notes / Clarifications
Design and Permitting			
Due Diligence / Site Investigation	X		Landlord to provide base building plans, existing reports.
Space Planning / Programming		X	Tenant responsible for interior program and needs assessment.
Architectural Design / Drawings	X		Landlord to hire and manage design professionals.
Audio / Visual Equipment	X		Landlord responsible for A/V scope. Includes design, procurement, and installation of Zoom/virtual meeting-ready classrooms and debrief areas.
Acoustical Design	X		Landlord's responsibility as required by the project.
Engineering (MEP) Drawings	X		Landlord to coordinate with base building systems.
Permit Applications & Fees	X		Landlord to obtain and pay for interior build-out permits.
Landlord Review of Drawings	X		Landlord to review for base building compliance.
Tenant Review of Drawings		X	Tenant to review drawings at each phase to confirm alignment with program requirements.
Construction			
Base Building Modifications	X		Landlord responsible for structural, core/shell modifications.
Interior Build-Out Construction	X		Landlord responsible for construction and alignment with Tenant's teaching requirements and standards.
HVAC Distribution / Controls	X		Landlord responsible for all HVAC distribution and controls. Zone controls by classroom, space, and office.
Building Systems Commissioning/Testing	X		Landlord responsible for all commissioning of building systems.
Equipment Commissioning/Testing		X	Tenant responsible for all systems commissioning related to Tenant's Furniture, Fixtures and Equipment
Electrical Distribution / Panels	X		Landlord responsible.
Plumbing Fixtures / Connections	X		Landlord responsible, including nursing lab plumbing requirements.
Fire/Life Safety System Tie-In	X		Landlord responsible.
Site work (Gates / Fences)	X		Landlord's responsibility as required by the project.
Janitorial During Construction	X		Landlord to provide during interior construction.
Network			
Low Voltage Cabling / Data / Telecom (IDF Rooms)	X		Landlord to review tenant equipment to confirm requirements. Landlord to provide ATT high speed network connection and certified CAT-6A data infrastructure. Landlord to provide and install servers/equipment – including racks & UPS.

Item / Activity	Landlord Responsibility	Tenant Responsibility	Notes / Clarifications
Low Voltage Cabling / Data / Telecom (Power, Data, Network Cabling, Cooling)	X		Landlord to provide CAT6A data infrastructure/phone ports (ring/string/faceplates) for all FF&E, WAPs, security and low voltage, card readers, nursing equipment and other required components. Mounting brackets for WAPs to be coordinated by landlord, including coverage at building exterior patio. Podiums and Zoom/virtual meeting-ready classrooms required in classrooms and debrief rooms.
Low Voltage Cabling / Data / Telecom (IDF Dedicated Cooling)	X		Landlord to responsible to provide and install dedicated cooling appropriate for IDF/server rooms for the load.
Low Voltage Cabling / Data / Telecom (SDSU Wi-Fi)	X		Landlord to coordinate and provide WAPs, switches and firewall/s for dedicated Wi-Fi as specified by Tenant. Landord to list Tenant as equipment owner with vendor/s.
Low Voltage Cabling / Data / Telecom (SDSU Wi-Fi)		X	Tenant to install WAPs, ethernet switches, and security firewalls; Tenant to configure the SDSU networks.
Furniture and Equipment			
Classroom Podiums (2)	X		Landlord to provide and install classroom podiums, which are fixed. Tenant to provide specifications.
Furniture, Fixtures & Equipment (FF&E)		X	Tenant to provide freestanding office, classroom, nursing, and kitchenette furniture (tables, chairs, beds, countertop appliances, and copy machine).
Furniture, Fixtures & Equipment (FF&E)	X		Landlord to coordinate all infrastructure, backing, mounting, and installation (LFCI).
Furniture, Fixtures & Equipment (FF&E)	X		Landlord to provide and install: window coverings at all exterior storefront and windows; storage shelving; built-in casework and non-countertop appliances (refrigerator, microwave) at kitchenette and shared workspace; and one trash and one recycling container per staff workspace and kitchenette. Classrooms to include whiteboard writable surfaces and TV screens (not projection screens) (LFCI).
Installation of Specialized (Affixed) Nursing Equipment (Tenant-Furnished, Contractor-Installed)	X		Landlord to coordinate installation of tenant provided, affixed specialized nursing equipment. Coordination includes but is not limited to providing backing, power, and other necessary specialty equipment infrastructure (data, etc.) for, and mounting of, specialized nursing equipment. Landlord responsible for coordination with user.
Purchase and Handoff of Specialized (Affixed) Nursing Equipment		X	Tenant to purchase and hand off to Landlord for installation all nursing program specialty equipment mounted in patient rooms (TFCI). Nursing equipment mounted in patient rooms includes, but may not be limited to: patient beds, chairs, headwalls, blood pressure cuffs, otoscope/ophthalmoscopes, sharps containers, white boards, glove dispensers, audio buttons, projector screens, bed tracks/curtains, Elevate Learning Space audio/video recording system and video cameras, hand sanitizer dispensers, soap dispensers, and paper towel dispensers.
Signage			
Building Signage (Interior / Exterior)	X		Landlord responsible for exterior monument sign, directional signage, and any Tenant Suite identification sign/s.
Premises Signage (Interior)	X		Landlord responsible for tenant brand sign behind reception desk and all code compliant room numbering.

Item / Activity	Landlord Responsibility	Tenant Responsibility	Notes / Clarifications
Building Directory Signage	X		Landlord responsible.
Inspection and Closeout			
Inspections & Close-Out	X		Landlord responsible for final inspections, any building maintenance training, and close-out docs.
Certificate of Occupancy	X		Landlord to apply for and obtain.
Punchlist Items (Landlord Work)	X		Landlord to complete prior to project completion.
Punchlist Items (Tenant Walkthrough)		X	Tenant to complete prior to possession.
Security			
Security / Access Control (Hardware & Locksets)	X		Landlord responsible for hardware, panic bars, closers, and locksets.
Security / Access Control (Construction Cores)	X		Landlord responsible for temp keyed cylinders (construction cores).
Security / Access Control (Digital Access Control)	X		Landlord to coordinate/install digital access controls (card readers, controller panels, wiring, power).
Security / Access Control (Digital Access Control)	X		Landlord to configure software and system integration of digital access control system.
Security / Access Control (Keys & Keying)	X		Landlord responsible for replacing permanent key cores and all aspects of keying physical keys and key cards.
Exterior Patio Space Gates / Fences	X		Landlord is responsible for design and installation of fencing and security gate at exterior Patio Space.
Warranty and Operations			
Utility Metering / Hook-Ups	X		Landlord is responsible for meters.
Occupancy Sensors/Controls	X		Landlord to provide local override capability within the suite or comfort sensors (motion, HVAC/temperature, lighting, etc.)
LEED or Sustainability Requirements	X		Landlord's responsibility as required by the project.
Warranty Period Corrections	X		Landlord to coordinate repairs falling within warranty or one-year corrections periods on Landlord-provided materials or equipment.

SCHEDULE 11

Required Insurance Policies

1. Tenant's Insurance. During the Term, Tenant, at its sole cost and expense, shall keep in force and maintain insurance as follows:

(a) General Liability Insurance with minimum limits as follows:

- (i) Each Occurrence \$3,000,000
- (ii) Products/Completed Operations Aggregate \$3,000,000
- (iii) Personal and Advertising Injury \$3,000,000
- (iv) Dedicated Aggregate (Per-Location) \$5,000,000

(b) Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than \$3,000,000 per occurrence.

(c) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises.

(d) Workers' Compensation and Employers Liability as required by California law.

The liability policies above shall include Landlord as an additional insured; provided such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Tenant, its officers, agents and employees. Tenant, upon the execution of this Lease, shall furnish Landlord with certificates of insurance evidencing compliance with all requirements, along with endorsements evidencing the Landlord's additional insured status. The coverages required herein shall not limit the liability of Tenant. Tenant shall have the right to self-insure any policy/coverage required above.

2. Landlord's Insurance. During the Term, Landlord, at Landlord's sole cost and expense, shall keep in force and maintain insurance, and/or self-insurance (including participation in a self-insurance pool or risk management program), as follows:

(a) Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

- (i) Each Occurrence \$3,000,000
- (ii) Products/Completed Operations Aggregate \$3,000,000
- (iii) Personal and Advertising Injury \$3,000,000
- (iv) General Aggregate \$5,000,000

(b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$3,000,000 per occurrence.

(c) Special Form – Property Insurance covering the Building, the Project, and all improvements on the Property, including all improvements that are part of the Landlord’s Work and/or any Alterations, against all risks, in an amount equal to one hundred percent (100%) of the full replacement value. Such insurance shall include coverage to conform with then current codes and the costs of demolition and debris removal, excluding land and the footings, foundations and installations below the basement level, without deduction for depreciation of the covered items and in amounts that meet any co insurance clauses of the policies of insurance, with a vandalism and malicious mischief endorsement, sprinkler leakage coverage, and such other coverages as may be requested by Tenant in writing.

(d) Workers’ Compensation and Employer’s Liability as required by California law.

Landlord, upon the execution of this Lease, shall furnish Tenant with certificates of insurance evidencing compliance with all requirements. The coverages required herein shall not limit the liability of Landlord.

SCHEDULE 5.2

Rules and Regulations

The following Rules and Regulations (“**Rules**”) shall be in effect at the Building, and the Premises as the case may be and shall be followed by Tenant and Tenant Parties at all times throughout the Term. Landlord reserves the right to adopt reasonable nondiscriminatory modifications and additions to these Rules at any time; provided such modifications and additions do not in any way materially increase Tenant’s obligations or liabilities, or materially decrease Tenant’s rights and remedies under the Lease. In the case of any conflict between these Rules and the terms and conditions set forth in the body of the Lease, the terms and conditions set forth in the body of the Lease shall be controlling. Where Landlord’s consent or approval is required under any Rules, it shall not to be unreasonably withheld, conditioned or delayed unless expressly stated that such consent or approval is subject to Landlord’s sole discretion.

1. The sidewalks, halls, passages, elevators, stairways, and other Common Areas shall not be obstructed by Tenant or used by it for storage, for depositing items, or for any purpose other than for ingress to and egress from the Premises. Should Tenant have access to any balcony or patio area (other than the Patio Space that is part of the Premises), Tenant shall not place any furniture other personal property in such area without the prior written approval of Landlord.
2. Neither Tenant nor any employee, invitee or contractor of Tenant shall go upon the roof of the Building without the prior written consent of Landlord.
3. No antenna or satellite dish shall be installed by Tenant without the prior written consent of Landlord.
4. The sashes, sash doors, windows, glass lights, solar film and/or screen, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. If Landlord, by a notice in writing to Tenant, shall object to any curtain, blind, tinting, shade or screen attached to, or hung in, or used in connection with, any window or door of the Premises, the use of that curtain, blind, tinting, shade or screen shall be immediately discontinued and removed by Tenant. Interior of the Premises visible from the exterior must be maintained in a visually professional manner and consistent with similar buildings in San Diego County. No awnings shall be permitted on any part of the Premises, including the Patio Area.
5. The installation and location of any unusually heavy equipment in the Premises, including without limitation file storage units, safes and electronic data processing equipment, shall require the prior written approval of Landlord. The moving of large or heavy objects shall occur only between those hours as may be designated by, and only upon previous notice to, Landlord. No freight, furniture or bulky matter of any description shall be received into or moved out of the lobby of the Building or carried in any elevator other than the freight elevator (if one exists) designated by Landlord unless approved in writing by Landlord.

6. Any pipes or tubing used by Tenant to transmit water to an appliance or device in the Premises must be made of copper or stainless steel, and in no event shall plastic tubing be used for that purpose, unless approved in writing by Landlord in its sole discretion.
7. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which, with respect to the Building only, may be withheld in Landlord's sole discretion. Upon the termination of its tenancy, Tenant shall deliver to Landlord all the keys to offices, rooms and toilet rooms and all access cards which shall have been furnished to Tenant or which Tenant shall have had made.
8. Tenant shall not install equipment requiring electrical or air conditioning service in excess of commercially reasonable levels that are materially consistent with the remainder of the Building without the prior written approval from Landlord.
9. Tenant shall not use space heaters within the Premises.
10. Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything in the Premises, which shall in any way increase the insurance on the Building, or on the property kept in the Building.
11. Tenant shall not use or keep any foul or noxious gas or substance in the Premises.
12. Tenant shall not permit the Premises to be occupied or used in a manner that unreasonably interferes with the use of the Building by other occupants of the Building by reason of noise, odors and/or vibrations, or otherwise unreasonably interferes in any way with other tenants of the Building or those having business with other tenants of the Building.
13. Tenant shall not permit any pets or animals in or about the Building. Bona fide service animals are permitted provided such service animals are pre-approved by Landlord, remain under the direct control of the individual they serve at all times, and do not disturb or threaten others.
14. Neither Tenant nor its employees, agents, contractors, invitees or licensees shall bring any firearm, whether loaded or unloaded, into the Property at any time.
15. Smoking tobacco, including via personal vaporizers or other electronic cigarettes, anywhere within the Premises, Building or Property is strictly prohibited except in areas designated by Landlord. Smoking, vaping, distributing, growing or manufacturing marijuana or any marijuana derivative anywhere within the Premises, Building or Property is strictly prohibited.
16. Tenant shall not install an aquarium of any size in the Premises unless otherwise approved by Landlord.

17. Tenant shall not utilize any name selected by Landlord from time to time for the Building and/or the Property as any part of Tenant's corporate or trade name. Landlord shall have the right to change the name, number or designation of the Building or Property without liability to Tenant.
18. Tenant shall, upon request by Landlord, supply Landlord with the names and telephone numbers of personnel designated by Tenant to be contacted on an after-hours basis should circumstances warrant.
19. Landlord may from time-to-time grant tenants individual and temporary variances from these Rules, provided that any variance does not have a material adverse effect on the use and enjoyment of the Premises by Tenant.
20. Tenant shall have 24/7 access to the Premises; provided at such times Tenant shall access the Building only through entrances reasonably designated by Landlord and shall comply with Landlord's reasonable after-hours access procedures. Landlord may, in its reasonable discretion, suspend or restrict after-hours access after reasonable notice to Tenant for safety, security, or operational needs.
21. Tenant shall not install any cameras, audio recording devices, access control devices, or other security systems that monitor or capture any portion of the Common Areas or exterior areas of the Property without Landlord's prior written consent which may be withheld in its sole discretion. Any approved systems must comply with applicable Laws and Landlord's IT/security requirements.