

**SAN DIEGO STATE UNIVERSITY
FLAT RATE LEASE**

BETWEEN

**THE CITY OF SAN DIEGO,
a California municipal corporation, as Lessee**

AND

**THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY, as Lessor**

FLAT RATE LEASE

THIS FLAT RATE LEASE ["Lease"] is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation, as LESSEE ("CITY" or "LESSEE"), and 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, as LESSOR ("SDSU" or "LESSOR"), on the following terms and conditions, to be effective upon close of escrow on the Purchase & Sale Agreement of the SDCCU Stadium site ["Effective Date"], on August 13, 2020.

1. **Stadium.** This Lease shall be for a portion of the stadium ["Building"] commonly known as San Diego County Credit Union (SDCCU) Stadium, located at 9449 Friars Road, San Diego, California.
2. **Premises.** LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR approximately 3,400 square feet of the Building known as the Gate C Offices on the Plaza level of the Building as depicted in **Exhibit B** ("Premises"). LESSEE acknowledges and agrees that the square footage figure set forth in this Lease is an approximation for reference only, that the approximation is reasonable, and that the stated rent for the Premises shall not be subject to revision or adjustment based upon the approximation.
3. **Use.** LESSEE shall use the Premises solely and exclusively for Fire/Rescue Department Administrative Offices and for no other purpose without LESSOR'S prior written consent. Use and access to each area is strictly under the control of the LESSOR.
4. **Quiet Possession.** LESSEE, so long as it is not in default beyond any applicable notice and cure periods under this Lease, shall at all times during the Term of this Lease peaceably and quietly have, hold, and enjoy the Premises. LESSEE hereby confirms that it is in possession of the Premises on the Effective Date.
5. **Term.** The term of this Lease ["Term"] shall commence on the Effective Date and terminate on Monday, October 19, 2020.
6. **Rent.** LESSEE shall pay rent in the amount of \$4,100 per month during the Term of this Lease. The rent under this Lease shall include 5 day-per-week janitorial service; electrical service; HVAC service and water/sewer.
7. **Parking.** LESSEE shall have access to no more than Twenty-Five (25) parking spaces at a designated location on the site agreeable to both parties.
8. **Time and Place of Payment.** Except for rent for the months of August and September 2020, which LESSEE will pay by September 30, 2020, LESSEE shall pay rent monthly in advance on or before the first day of each calendar month during the Term. Checks shall be made payable to "San Diego State University" and mailed with, an invoice to:

San Diego State University – Accounts Payable
5500 Campanile Drive
MC-1611, AD-116
San Diego, CA 92182

9. **Delinquent Rent.** If LESSEE fails to pay rent when due, a late charge equal to five (5) percent of the base rent, or \$100.00, whichever is higher will be applied the following day after due date.
10. **Prohibited Uses.** LESSEE shall not: (a) use the Premises except as permitted under this Lease; (b) make any alterations or changes to the Premises without LESSOR'S prior written consent; (c) effect any repairs to the Premises without LESSOR'S prior written consent; (d) allow or permit any liens or encumbrances to be placed on any portion of the Building; (e) operate or use any machine or device which results in excess use of utilities; (f) use the Premises in any manner which may create a health, safety, or fire hazard; or (g) fail to pay all taxes assessed against LESSEE related to its tenancy, use, or occupancy of the Premises.
11. **Keys.** LESSEE has possession of keys to the Premises. The keys shall not be duplicated except by LESSOR; the cost for which shall be ten dollars (\$10) per key duplicated. LESSEE specifically assumes the risk for all lost/misplaced keys. LESSEE shall immediately notify LESSOR of any lost/misplaced key(s) and LESSEE shall pay LESSOR for all costs associated with the loss/misplacement of any of LESSEE'S keys, including without limitation changing locks and providing keys to other tenants of the Building. All keys must be returned to LESSOR upon expiration or earlier termination of the Lease, or upon LESSEE'S relocation within the Building.
12. **Signs.** LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without LESSOR'S prior written consent. If any such unauthorized item is found on the Premises, LESSEE shall remove the item at its expense within twenty-four (24) hours' notice by LESSOR, or LESSOR may remove the item at LESSEE'S cost.
13. **LESSEE'S Acceptance of Premises.** LESSOR and LESSEE acknowledge LESSEE is currently in possession of and occupying the Premises. LESSEE acknowledges that the Premises are in good order and condition and accepts the Premises in its current "as is" condition. LESSOR has not made and makes no representation or warranty as to the condition or suitability of the Premises for LESSEE'S intended use, and assumes no obligation to alter or improve the Premises to suit LESSEE'S intended use. LESSEE has relied solely on its own independent investigations of the condition and suitability of the Premises, and is satisfied with the condition thereof, including but not limited to electrical and fire sprinkler systems, security, asbestos, air quality, and other environmental aspects, seismic and earthquake requirements, compliance with the Americans with Disabilities Act and applicable zoning, municipal, county, state and federal laws, ordinances and regulations, and any covenants or restrictions of record. LESSEE shall maintain the Premises in good repair, and in a decent, safe, healthy, and sanitary condition. LESSEE shall not make any alterations or additions to the Premises without LESSOR'S prior written consent. At the expiration or earlier termination of this Lease, LESSEE shall surrender the Premises in as good condition and repair as when the Lease commenced, normal wear and tear excepted.
14. **Entry and Inspection.** SDSU reserves and shall have the right, but not the obligation, to enter the Premises for the purpose of viewing and ascertaining the condition of the Premises, to protect its interests in the Premises, or to inspect the operations

conducted on the Premises.

15. Maintenance. LESSEE shall be responsible, at its sole costs and expense, for any maintenance or repairs required to keep the Premises in a decent, safe, healthy, and sanitary condition, unless the LESSOR has expressly assumed the responsibility for such maintenance or repairs in this Lease.
16. Improvements/Alterations. No improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered by LESSEE without the LESSOR'S prior written consent. Nor shall LESSEE make any structural or architectural design alterations to approved improvements, structures, or installations on the Premises without the LESSOR'S prior written consent. This provision shall not relieve LESSEE of any obligation under this Lease to maintain the Premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. LESSOR shall not be obligated by this Lease to make or assume any expense for any improvements or alterations; however, any such improvements or alterations must comply with existing laws, regulations and requirements, including but not limited to prevailing wage laws.
17. Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. LESSEE shall comply with any and all notices issued by CITY or SDSU under the authority of any law, statute, ordinance, or regulation.
18. Indemnification. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of LESSEE or LESSEE'S officers, employees, invitees, guests, agents, and/or contractors, which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE'S occupancy, use, development, or maintenance of the Premises in connection with this Lease, and all expenses of investigating and defending against same, including without limitation attorney fees and costs, LESSEE agrees to defend, indemnify, protect, and hold harmless LESSOR (which for the purposes of this paragraph includes the State of California, the Trustees of the California State University, the California State University, its San Diego State University campus, all of their officers, employees, representatives, and agents) from and against all liability. LESSEE'S duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the established sole negligence or willful misconduct of LESSOR and its agents; officers, or employees. LESSOR shall notify LESSEE in writing within five (5) business days of receipt of any written notice of any claims subject to the LESSEE's indemnification; provided that the failure to notify LESSEE in writing within such five (5) business day period shall not release the LESSEE from the indemnification obligation set forth in this Section. Upon receipt of such notification, the LESSEE shall assume the defense of the claim, including the employment of counsel reasonably satisfactory to the LESSEE and LESSOR. The LESSEE shall notify LESSOR of the LESSEE's desired legal counsel, in writing within ten (10) business days after the LESSEE's receipt of LESSOR's written notice of a claim. LESSOR shall thereafter have five (5) business days within which to approve or disapprove the LESSEE's choice of counsel and if LESSOR fails to respond in writing within such time period it shall be deemed to have approved the LESSEE's choice of counsel. LESSOR's approval of the

LESSEE's choice of counsel shall not be unreasonably withheld, conditioned or delayed. The LESSEE's obligation to defend and indemnify the Lessor indemnified parties pursuant to this Lease shall survive the termination of this Lease, until any and all actual or prospective claims regarding any matter subject to such obligations are fully, finally, and completely barred by the applicable statutes of limitations.

19. **Insurance.** LESSEE represents and warrants that it is self-insured for general liability, workers' compensation, professional liability, motor vehicle liability and property exposures, all in accordance with applicable law, and shall pay all claims related to this Lease and LESSEE'S use of the Premises that would be covered by a third-party insurance company in the usual course of business, including without limitation Commercial General Liability Insurance providing coverage for bodily injury, including death, personal injury and property damage with limits of at least Three Million Dollars (\$3,000,000) per occurrence. Proof of said self-insurance is attached hereto as "**Attachment 1 - Letter of Self-Insurance.**"
20. **Hazardous Substances.** LESSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of Hazardous Substances in, on, under, or from the Premises. LESSEE and LESSEE's agents and contractors shall not install, store, utilize, generate, or sell any Hazardous Substance on the Premises. "Hazardous Substances" shall mean any hazardous liquid, solid, gaseous material, or waste substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents.
21. **Asbestos Disclosure.** As LESSEE is currently in possession of and occupying the Premises, it acknowledges that it is aware that portions of the structural components of the Building may contain asbestos and has previously received CITY notification of the presence of such asbestos in accordance with Health and Safety Code Section 25915. LESSEE shall disclose to the appropriate parties the existence of asbestos on the Premises, as required by Health and Safety Code Section 25915. LESSEE shall protect, defend, indemnify and hold SDSU harmless from any loss or claim which may result from the existence of asbestos on the Premises.
22. **Asbestos.** If either LESSOR or LESSEE makes improvements, alterations, or repairs to the Building or the Premises, the party causing such improvements, alterations, or repairs shall be responsible for any asbestos removal, management, or containment, and shall pay all costs associated therewith. Asbestos removal, management, or containment shall be conducted in accordance with all applicable laws and as approved by LESSOR. LESSOR reserves the right to inspect any improvements, alterations, or repairs to the Premises or the Building made by LESSEE. LESSOR may, at its discretion, station supervisory personnel at the work site to ensure that LESSEE'S obligations under this section are fulfilled. Each party shall coordinate with the other any improvement, alteration, or repair, and, except in the event of an emergency, the party responsible for such work shall provide written notice to the other party at least fifteen (15) days prior to commencing the work.
23. **Common Areas.** The term "common areas" shall mean all areas and facilities outside the Premises and within the exterior boundary lines of the Building (including all interior utility raceways within the Building) that are provided and designated by

LESSOR from time to time for non-exclusive use by LESSOR, LESSEE, and other tenants of the Building.

- a. LESSEE'S Rights. LESSOR grants to LESSEE during the Term, the non-exclusive license to use, in common with others, the common areas as they exist from time to time, subject to any rights reserved by LESSOR under this Lease.
 - b. Rule and Regulations (see EXHIBIT A). LESSOR shall have exclusive control and management of the common areas and may, from time to time, establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas. LESSEE shall abide by the Rules and Regulations, and shall cause its employees, suppliers, shippers, customers, contractors and invitees to abide by the Rules and Regulations. LESSOR shall not be responsible to LESSEE for any other tenant's non-compliance with the Rules and Regulations.
 - c. Changes. LESSOR may, in LESSOR'S sole discretion and from time to time, make changes to the common areas, including, without limitation, changes in the location, size, shape, and number of driveways, entrances, parking spaces, parking area, loading and unloading areas, ingress and egress, direction of traffic, landscaped areas, walkways, and utility raceways. LESSOR may temporarily close any common area for maintenance purposes, provided reasonable access to the Premises remains available. LESSOR may make improvements to the common areas and use the common areas while making improvements, alterations, or repairs to any part of the Building, and do and perform such other acts and make other changes in, to or with respect to the Building as LESSOR may deem appropriate.
24. Assignment and Subletting. LESSEE shall not assign this Lease or any interest in this Lease, and shall not sublet the Premises or any part of the Premises, or any right or privilege appurtenant to the Premises, or allow any other person, except employees, agents, and guests of LESSEE, to use or occupy the Premises or any part of the Premises, without LESSOR'S prior written consent, in each instance. LESSOR'S consent to any assignment, subletting, occupation, or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation, or use by another person. Any assignment or subletting without LESSOR'S consent shall be void and shall, at LESSOR'S option, terminate this Lease. This Lease shall not, nor shall any interest in this Lease, be assignable as to the interest of LESSEE by operation of law, without LESSOR'S written consent. For the purposes of this section "assignment" shall include the transfer of any ownership interest in this Lease by LESSEE or by any partners, principals, or stockholders of LESSEE, as the case may be, from the original LESSEE.
25. Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the Premises in a creditable manner.
26. Accessibility Assessment. In accordance with California Civil Code section 1938, LESSOR hereby states that the Premises has not been inspected by a Certified Access Specialist (CAsp). Further, pursuant to California Civil Code section 1938(e), LESSOR is required to state: "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.

27. Default and Remedies.

a. Default. LESSEE shall be in default of this Lease if any of the following occurs:

- i. LESSEE fails to make any payment required under this Lease when due;
- ii. LESSEE breaches any of its obligations under this Lease, other than those requiring payment to LESSOR and fails to cure the breach within thirty (30) days following written notice thereof from LESSOR, or if not curable within thirty (30) days, fails to commence to cure the breach within thirty (30) days and diligently pursue the cure to completion;
- iii. LESSEE voluntarily files or involuntarily has filed against it any petition under any bankruptcy or insolvency act or law;
- iv. LESSEE is adjudicated a bankrupt; or
- v. LESSEE makes a general assignment for the benefit of creditors.

b. Abandonment by LESSEE. If LESSEE breaches the Lease and abandons the property, this Lease shall continue in effect as long as LESSOR does not terminate this Lease, and LESSOR may enforce all of its rights and remedies under this Lease, including but not limited to the right to recover the rent as it becomes due, plus damages.

28. Force Majeure. Should either party hereto be delayed in, or prevented in whole or in part, from performing any obligation or conditions hereunder or from exercising its rights by reason of or as a result of any force majeure event, such party shall be excused from performing such obligations or conditions. For the purposes of this Lease, "force majeure" means any of the following events which prevents a party from performing its obligations hereunder: any act of God, strike, lockout, or other industrial disturbance; act of public enemy, blockade, war, insurrection, or riot; epidemic; landslide; earthquake, fire; storm, flood, or washout; title dispute or other litigation; governmental restraint, either federal or state, civil or military, civil disturbance or explosion.

29. **Notices.** Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, and addressed, respectively, as follows:

If to City of San Diego:

THE CITY OF SAN DIEGO
Attn: Real Estate Assets
Kristi Geitz
1200 Third Avenue, Suite 1700
M.S.51
San Diego, CA 92101

With copies to:

THE CITY OF SAN DIEGO
Attn: Fire-Rescue Department
James Gaboury
3870 Kearny Villa Rd.
M.S.15
San Diego, CA 92123

If to SDSU:

SAN DIEGO STATE UNIVERSITY
Attn: Gina Jacobs
Assoc. Vice President
Mission Valley Development
5500 Campanile Drive
San Diego, CA 92182-1620

With copies to:

SDSU ATHLETICS
Attn: Derek Grice
Exec. Associate Athletic Director
Mission Valley Development
5500 Campanile Drive
San Diego, CA 92182-4313

Any party entitled or required to receive notice under this Lease may by like notice designate different address to which notices shall be sent.

30. **Partial Invalidity.** If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
31. **Number and Gender.** Words of any gender used in this Lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
32. **Captions.** The section headings and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. The numbers of the paragraphs and pages of this Lease may not be consecutive. The lack of consecutive numbers shall have no effect on the enforceability of this Lease.
33. **Lease Modifications.** Any modification, alteration, or amendment of this Lease shall be in writing and signed by all the parties hereto.
34. **Time is of the Essence.** Time is of the essence to the performance of this Lease.
35. **Survival.** Any obligation which accrues under this Lease prior to its expiration or termination shall survive the expiration or earlier termination of this Lease.
36. **Governance.** This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California.

37. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
38. Successors and Assigns. Except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and jointly and severally bind the successors and assigns of the respective parties.
39. California Public Records Act. LESSOR and LESSEE both acknowledge that each other are subject to disclosure under the California Public Records Act ("CPRA").
40. Entire Understanding. This Lease contains the entire understanding of the parties. There is no other written or oral understanding between the parties with respect to this Lease or the Premises. Each party has relied solely on its own examination of the Premises and advice from its own attorneys and experts in entering into this Lease. No other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. No modification, amendment, or alteration of this Lease shall be valid unless it is in writing and signed by all parties.
41. Authority. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms.
42. No Affiliation. Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture, fiduciary, or other affiliation between LESSOR and LESSEE or between LESSOR or LESSEE and any third party, or cause LESSOR or LESSEE to be responsible in any way for the debts or obligations of the other or any third party.

[Signature Page Follows]

IN WITNESS WHEREOF, this Lease is executed by the City of San Diego, acting by and through its Mayor, or his designee, and by the Board of Trustees of the California State University, acting by and through its lawfully designated representative.

Date: 10/9/2020

THE CITY OF SAN DIEGO,
A California municipal corporation

BY: [Signature]
Kristi Galt
Interim Director of Real Estate Assets

Date: Sep 29, 2020

BOARD OF TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY
A California nonprofit corporation

BY: [Signature]
Agnes Wong Nickerson
Interim Vice President,
Business and Financial Affairs
San Diego State University

APPROVED AS TO FORM

this 7th day of October, 2020.

Mara Elliott, City Attorney

BY: [Signature]
Kathy Seelman
Deputy City Attorney

APPROVED AS TO FORM

this 30 day of September, 2020.

BY: [Signature]
Catherine Barrad Valerio Barrad
CSU Office of General Counsel

EXHIBIT A

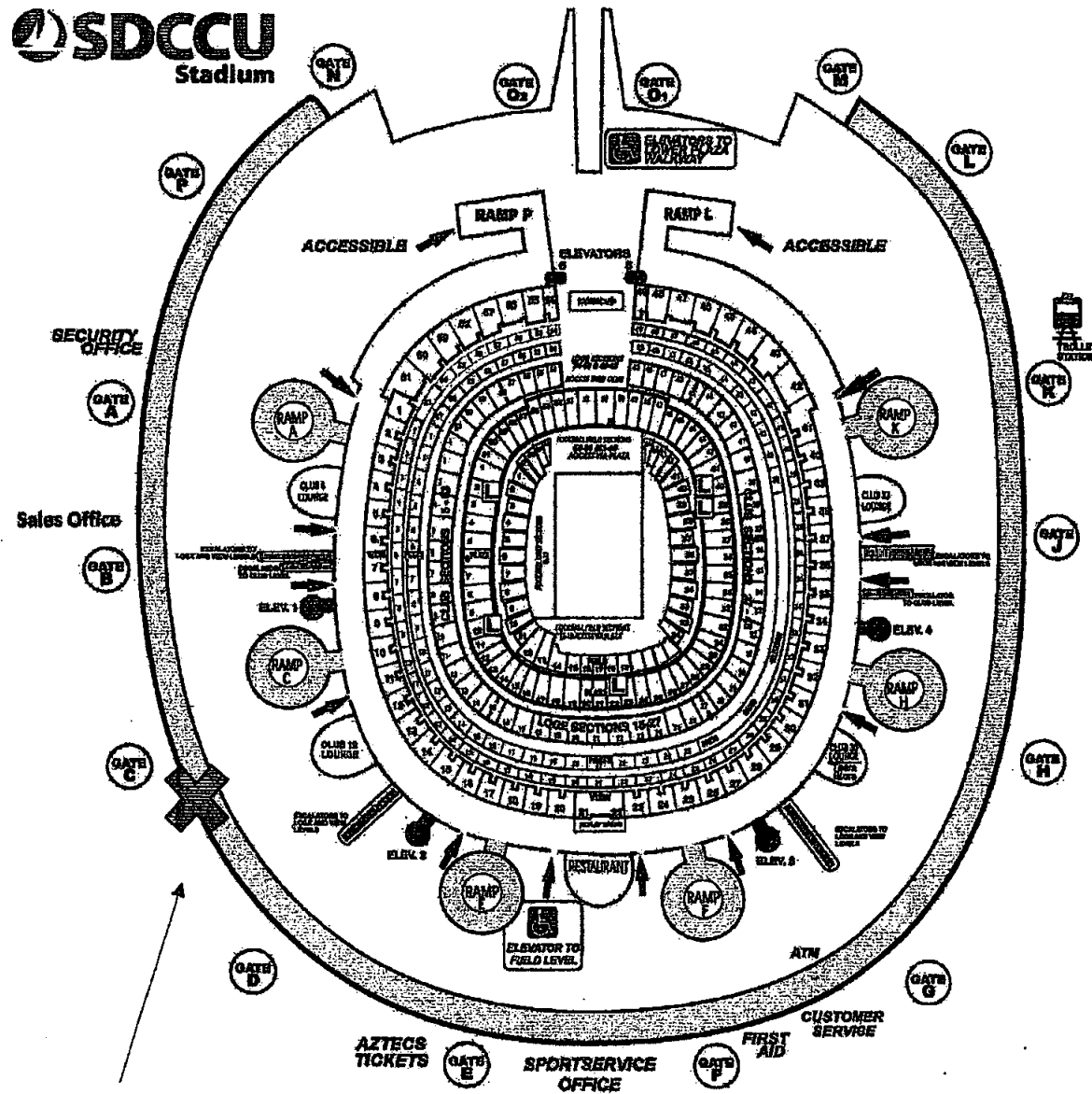
RULES AND REGULATIONS

1. The sidewalks, entrances, halls, corridors, elevators and stairways of the Building and Premises shall not be obstructed or used as a waiting or lounging place by any tenant or any tenant's agents, servants, employees, invitees, licensee or visitor. Entrance doors leading from the Premises to the hallways shall not be propped or kept open at any time.
2. In case of invasion, riot, public excitement or other commotion, LESSOR may prevent access to the Building during the continuance of same. LESSOR shall in no case be liable for damages for the admission or exclusion of any person to or from the Building. LESSOR may exclude or expel from the Building any person who, in LESSOR's judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of these Rules and Regulations.
3. LESSOR may require payment of a reasonable charge for any additional keys requested by LESSEE. LESSEE shall not have any keys made for the Premises, alter any lock, or install new or additional locks or bolts on any door without LESSOR's prior written consent. LESSEE shall provide LESSOR with a key for any such lock or bolt. Upon the expiration or termination of its tenancy, LESSEE shall deliver to LESSOR all keys in its possession for all locks and bolts in the Building. LESSEE shall pay to LESSOR immediately upon demand all costs related to LESSEE'S loss of any Building or Premises key or access card.
4. LESSEE shall permit LESSOR's employees (or LESSOR's agents' employees) to take care of and clean the Building. LESSEE shall not employ any person other than LESSOR's employees, with exception to a carpet steam cleaning company, (or LESSOR's agents' employees) for such purpose. LESSEE shall not cause any unnecessary labor by reason of LESSEE'S carelessness or indifference in the preservation of good order and cleanliness of the Premises and the Building. If LESSEE must dispose of crates, boxes, etc., which will not fit into office waste paper baskets, it will be LESSEE'S responsibility to dispose of same. In no event shall LESSEE set such items in the public hallways or other common areas of the Building for disposal. LESSEE shall store all of its trash and garbage within its Premises or in facilities provided by LESSOR for that purpose. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by LESSOR.
5. LESSOR may prescribe the date, time, method and conditions that any personal property, equipment, trade fixtures, merchandise and other similar items shall be delivered to or removed from the Building. Unless otherwise agreed to in writing by LESSOR, deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries shall be made which impede or interfere with other tenants or the operations of the Building.
6. LESSEE shall not cover or obstruct the walls, partitions, skylights, windows, doors, and transoms that reflect or admit light into passageways or into any other part of the Building.
7. The restrooms, toilets, urinals, wash bowls, drains and water apparatus shall not be used for any purpose other than that for which they were constructed or installed, and no sweepings, rubbish, chemicals, or other unsuitable substances shall be thrown or placed therein.

8. No sign, name, placard, advertisement or notice visible from the exterior of any Premises, shall be inscribed, painted or affixed by LESSEE on any part of the Building without the prior written approval of LESSOR. All signs or letterings on doors, or otherwise, must be approved by LESSOR and shall be inscribed, painted or affixed by a person approved by LESSOR at LESSEE'S sole cost and expense.
9. No signaling, telegraphic or telephonic instruments or devices, burglar alarm systems or similar service, or other wire, instruments or devices, shall be installed in or on the Premises without LESSOR's prior written approval. Such installations and the boring or cutting for wires, shall be made at LESSEE'S sole cost and expense and under the control and direction of LESSOR.
10. LESSEE, its agents, servants or employees, shall not:
 - (a) go on the roof of the Building;
 - (b) use any additional method of heating or air conditioning the Premises;
 - (c) sweep or throw any dirt or other substance from the Premises into any of the halls, corridors, elevators, or stairways of the Building;
 - (d) bring in or keep in or about the Premises any vehicles or animals of any kind;
 - (e) install any radio or television antennae or any other device or item on the roof, exterior walls, windows or window sills of the Building;
 - (f) place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Building;
 - (g) use the Premises for any manufacturing, storage or sale of merchandise or property of any kind;
 - (h) cause or permit unusual or objectionable odor to be produced or permeate from the Premises, including, without limitation, duplicating or printing equipment fumes;
 - (i) install or operate any vending machines in the Premises without LESSOR's prior written consent; or
 - (j) permit operation of any musical or sound producing instrument or device which may be heard outside the Premises or Building, or which may emit electrical waves which will impair radio or television broadcast or reception from or into the Building.
11. LESSEE shall not store or use any-hazardous substance in the Premises without LESSOR's prior written consent, including for illustration purposes: (a) ether, naphtha, phosphorous, benzene, gasoline, petroleum, crude or refined earth or coal oils, flashlight powder, kerosene or camphene; (b) any flammable, combustible, explosive or illuminating fluid, gas or material of any kind; or (c) any fluid, gas or material of any kind having an offensive odor, without SDSU's prior written consent.
12. No canvassing, soliciting, distribution of hand bills or other written material, or peddling shall be permitted in the Building, and LESSEE shall cooperate with LESSOR in preventing and eliminating same.
13. LESSEE shall promptly notify LESSOR of all damage to or defects in air conditioning equipment, plumbing, electrical facilities or any part or appurtenance of the Building.
14. If the Premises become infested with pests or vermin, LESSEE, shall immediately notify LESSOR, and LESSOR shall employ an exterminator to eliminate such infestation.

15. No curtains, blinds, shades, screens, awnings or other coverings or projections of any nature shall be attached to or hung in, or used in connection with any door, window or wall of the Premises or of the Building without LESSOR's prior written consent.
16. SDSU may prohibit any advertising by LESSEE which, in SDSU's opinion, tends to impair the reputation of SDSU or of the Building, or its desirability as an office building for existing or prospective tenants who require the highest standards of integrity and respectability. Upon written notice from SDSU, LESSEE shall immediately refrain from or discontinue such advertising,
17. LESSEE shall not waste electricity, water, or air conditioning, shall cooperate with LESSOR to assure the most efficient operation of the Building's heating and air conditioning, shall comply with governmental energy saving rules, laws or regulations of which LESSEE has actual notice, and shall refrain from attempting to adjust controls. LESSEE shall keep corridors and window coverings closed at the end of each business day and turn off all lights in the leased premises.
18. LESSEE shall be responsible for the acts and omissions of its associates, employees, agents and any other person entering the Building or the Premises under the express or implied invitation of LESSEE. LESSEE shall cooperate with LESSOR to assure compliance by all such parties with these Rules and Regulations.
19. LESSOR may make reasonable amendments, modifications and additions to these Rules and Regulations, and make additional reasonable rules and regulations, as in LESSOR's sole judgment may be needed from time to time for the safety, care, cleanliness and preservation or good order of the Building.
20. A written building work order request by LESSEE will be attended to only upon application at the office of the Building. Employees of LESSOR shall not perform any work or do anything outside of their regular duties unless under special instructions from LESSOR. No employee is authorized to admit any person (LESSEE or otherwise) to any leased premises without specific instructions from LESSOR.
21. SDSU may waive any one or more of these Rules and Regulations for the benefit of any tenant. No such waiver by SDSU shall be construed as a waiver of such Rules and Regulations in favor of LESSEE or any other tenant, or prevent SDSU from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
22. LESSEE assumes all responsibility for protecting the Premises from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Premises secured. LESSEE shall comply with all safety and fire protection evacuation procedures and regulations established by LESSOR or any governmental agency.

EXHIBIT B
PREMISES



**City of San Diego
Fire Department
Administrative
Offices at Gate C**

APPRAISAL REPORT

MURPHY PROPERTY

7.66 ACRES OF LAND

APN 366-060-07-00

WEST OF SPRING CANYON ROAD

EAST ELLIOTT, CITY OF SAN DIEGO

CALIFORNIA

APPRAISED FOR

Wendy A. Rasmuson, AI-GRS, R/W-AC
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DATE OF VALUATION

October 2, 2020

DATE OF REPORT

October 2, 2020

APPRAISED BY

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