

Recordation requested by:

City of San Diego
Attention: Supervising Property Agent/Asset
Manager
Real Estate Assets
1200 Third Avenue
Suite 1700
San Diego, CA 92101

When recorded, mail to:

Sean Tierney, Esq.
Hawkins Delafield & Wood LLP
One Embarcadero Center, Suite 3820
San Francisco, CA 94111

Space above reserved for Recorder's Information

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LANDLORD'S AGREEMENT

To induce FIRST REPUBLIC BANK, a state chartered bank organized and existing under the laws of the State of California ("**Lender**") to provide financing to Reuben H. Fleet Science Center, a nonprofit public benefit corporation ("**Borrower**"), secured by property of Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby certifies and agrees for the benefit of Lender, its participants, successors and assigns, as follows:

1. The undersigned owns certain premises (the "**Premises**") located in San Diego County, California, as described in Exhibit A attached hereto.
2. The undersigned has entered into a written lease agreement with respect to the Premises between itself, as lessor ("**Lessor**"), and the San Diego Space and Science Foundation, the predecessor in interest of Borrower, as lessee, dated August 5, 1996 (the "**Lease**") and filed as Instrument No. 00-18324 in the Office of the City Clerk of the City of San Diego, as amended by the First Amendment to Lease Agreement, dated December 13, 1996 (the "**Amendment**") and filed as Instrument No. R-288100 in the Office of the City Clerk of the City of San Diego. Attached hereto as Exhibit B is a true and correct copy of the Lease and the Amendment. The Lease is in full force and effect and is unmodified except as provided in the Amendment.
3. As of the date of this Agreement, Lessor is not in default in the performance of any of its obligations under the Lease nor has it committed any breach thereof which may, with the giving of notice or passing of time or both, become an event of default thereunder.
4. As of the date of this Agreement, Borrower is not in default in the performance of the Lease or any provision thereof, nor has it committed any breach thereof which may, with the passing of time or

the giving of notice or both, become an event of default thereunder or otherwise permit Lessor to terminate the Lease.

5. As of the date of this Agreement, Lessor has not granted a mortgage on the Premises to any party.

6. Lessor acknowledges that, in connection with the financing to be provided by Lender to Authority and Borrower, Borrower will be executing the following agreements: (a) a Loan Agreement providing for a refinancing loan in original principal amount of approximately three million four hundred sixty thousand dollars (\$3,460,000); (b) a Personal Property Security Agreement pursuant to which, among other things, Borrower will grant to Lender a security interest in and to certain collateral to the extent Borrower has right, title, or interest to such collateral, including collateral to be located on the Premises and excluding structural improvements and certain equipment as provided in the Lease (the "*Collateral*"); and (c) a Leasehold Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Financing Statement in connection with the refinancing loan, pursuant to which, among other things, Borrower will grant to Lender a security interest in and to its leasehold estate created under the Lease (the "*Leasehold Estate*"). The proceeds of the loan described above will be used to refinance certain obligations (the "*Refunded Obligations*"), the proceeds of which were used by Borrower for refinancing construction of improvements to the Premises. Lessor further acknowledges that upon the occurrence of certain events and without the payment of further consideration, Lender may, among other things, take possession of the Collateral under the Security Agreement and foreclose upon the Leasehold Estate under the Deed of Trust, all subject to Lessor's rights under the Lease. Lessor hereby consents to the granting of the aforementioned security interests to Lender in and to the Collateral and in and to the Leasehold Estate. Lessor also consents to Lender being an additional insured and loss payee on Borrower's insurance policies described in Section 5.2 of the Lease, subject to the condition that Lessor remains fully indemnified and that adequate provision exists for repair and or restoration of damaged or destroyed improvements on the Premises as required in Section 5 of the Lease. Notwithstanding the foregoing, Lender acknowledges that it has received a copy of the Lease and is familiar with the terms and conditions of the Lease, and that the Loan Agreement, Personal Property Security Agreement, and Leasehold Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Financing Statement (collectively, "Financing Agreements") are all consistent with the terms and conditions of the Lease, and in the event of a conflict between the terms of the Financing Documents and the Lease, the terms and conditions of the Lease will prevail, unless specifically stated otherwise in this Agreement.

7. If and when Lender exercises any of its remedies under the Security Agreement with respect to the Collateral, Lessor agrees that Lender may, at its option, and subject to Lessor's rights under the Lease including without limitation the right to charge rent, if appropriate: (a) store the Collateral on the Premises and/or (b) enter upon the Premises to inspect or remove the Collateral.

8. Subject to the provisions in paragraphs 6 and 7 hereof, Lessor hereby reserves in all respects the right to cancel or terminate the Lease for nonpayment of rent or otherwise in accordance with the terms of the Lease; provided, however, that Lessor agrees not to cancel the Lease without first giving Lender at least thirty (30) days' prior written notice, stating the grounds for cancellation or termination. Furthermore, Lessor agrees it will not exercise its option to terminate the Lease pursuant to Sections 2.1 and 2.2 of the Lease as a result of the financing transaction consented to herein, on condition and with acknowledgment that Lessor retains all rights under Sections 2.1 and 2.2 of the Lease in the event of any future refinancing or payment in full of any debt or obligation deriving from or relating to the Refunded Obligations.

9. Lessor is making this Agreement with the understanding that Lender is contemplating providing financing to Authority and Borrower and if Lender does so, it will do so in reliance on this Agreement.

IN WITNESS WHEREOF, the City of San Diego has caused this Landlord's Agreement to be executed by its proper officer thereunto duly authorized, as of the 3rd day of December 2020.

CITY OF SAN DIEGO

By: [Signature]
Name: Kristin Geitz
Title: Interim Director
Real Estate Assets Department

Approved as to form and legality this 3rd day of December 2020
[Signature] CITY ATTORNEY

By: _____
Name: Catherine Morrison
Title: Deputy City Attorney

[Signature page to Landlord's Agreement]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE §1189

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

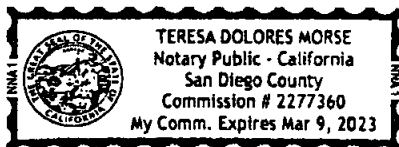
STATE OF CALIFORNIA)

COUNTY OF San Diego) §

On November 24, 2020 before me, Teresa Dolores Morse, Notary Public,
Date Insert Name and Title of Officer Here

personally appeared Kristin Geitz
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature

Teresa Dolores Morse

EXHIBIT A

Legal Description of the Premises

All of that certain real property situated in the City of San Diego, County of San Diego, State of California, known as the Reuben H. Fleet Science Center (formerly known as the Reuben H. Fleet Space Theater and Science Center) described below and in the Lease, including all rights of access reasonably necessary to enter, leave and make reasonable use of such buildings.

REUBEN H. FLEET SCIENCE CENTER – BALBOA PARK

THAT PORTION OF THE LAND DESIGNATED “CITY PARK RESERVATION”, WHICH LIES WITHIN THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MISCELLANEOUS MAP THEREOF NO. 36, BY JAMES PASCOE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BEING A PORTION OF PUEBLO LOT 1136 OF SAID PUEBLO LAND ACCORDING TO MISCELLANEOUS MAP THEREOF NO. 35, CHARLES H. POOLE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. BOUNDED BY EL PRADO ON THE NORTH.
2. BOUNDED BY PLAZA DE BALBOA ON THE NORTHEAST CORNER AND ON THE NORTH.
3. BOUNDED BY PARK BOULEVARD ON THE EAST.
4. BOUNDED BY SPACE THEATER WAY ON THE SOUTH.
5. BOUNDED BY ZORO GARDENS ON THE WEST.

COVERS: REUBEN H. FLEET SCIENCE CENTER (BALBOA PARK), SAN DIEGO CALIFORNIA

TAX PARCEL NO.: 534-450-08 PORTION

LEASE TAX PARCEL NO.: NO POSSESSORY INTEREST ASSIGNED

EXHIBIT B

Copy of Nonprofit Lease