

CIVIC CENTER PLAZA

COMMERCIAL USE LICENSE AGREEMENT

This **COMMERCIAL USE LICENSE AGREEMENT** ("Agreement") is made and entered into on this **26th day of March 2015**, by and between **Lowe SD California Property LLC ("Licensor")** through **CBRE, Inc. ("Managing Agent")** and **King Chavez High School ("Licensee")**;

WITNESSETH:

In consideration of the mutual premises, covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. LICENSE: Landlord hereby grants to Licensee a license to occupy and use exclusively, subject to all of the terms and conditions hereinafter stated, that certain space known as 163 square feet in Room #8 in the Basement of the College Building, ("Premises") located at 201 A Street, San Diego, California (the "Property").

2. USE: The premises may be used for storage and for no other purpose.

3. TERM: Licensee shall use the Premises under this Agreement on a month to month basis beginning on March 20, 2015. Either party may terminate this agreement for any reason upon fifteen (15) days written notice.

4. RENTAL: Licensee shall pay \$163.00 each month on the first day of each calendar month during the Term.

5. SUPERVISION OF EMPLOYEES: Licensee shall at all times during its use of the Premises provide sufficient supervision and maintain adequate control of its employees, guests or invitees.

6. LICENSES, AUTHORIZATION AND PERMITS: In the event there are any licenses, authorizations or permits required by any governmental agency or authority with respect to the type of activity carried on at the Premises and/or the use of the Premises, Licensee shall be responsible for obtaining such licenses, authorizations and permits. No unlawful activities shall be permitted in the use of the Premises.

7. INDEMNIFICATION: Licensee will indemnify Landlord, its Managing Agent, and their agents, officers, directors and employees and hold them harmless and defend them from and against all claims, damages, liability and expense in connection with loss of life, bodily or personal injury and/or damages to property arising from and out of any occurrence, in, upon or at the Property or the Premises, including the parking lot or any property adjoining the Premises occasioned by any act or omission of Licensee, its agents, contractors and employees. In the event Landlord, its Managing Agent and/or their agents, directors, officers and employees shall without fault on its part, be made a party to any litigation commenced by or against Licensee, Licensee shall protect and hold Landlord, its Managing Agent, and their agents, directors, officers and employees harmless and shall pay

all costs, expenses and reasonable attorney's fees incurred or paid by the above, in connection with such litigation.

8. **LIABILITY:** In the absence of negligence by Landlord or Managing Agent, neither Landlord nor its Managing Agent shall be liable or responsible for any loss or damage to any property or equipment owned, rented or used by Licensee during the term of this Agreement and Licensee hereby waives its right or its insurer's right to file a claim against Landlord or its Managing Agent for any loss or damage.

9. **TRAFFIC FLOW:** Licensee shall not obstruct the free flow of pedestrian or vehicular traffic on walkways, sidewalks, stairways, escalators, roads, driveways, parking lots or any other areas regularly used for such traffic at the Property.

10. **INSURANCE:** Licensee shall maintain during the term of this Agreement the following insurance coverage:

A. Property insurance including fire, extended coverage, vandalism, malicious mischief and all-risk coverage upon all property owned or leased by User and located in the Building, in the full replacement cost thereof;

B. Commercial General Liability Insurance to include personal injury, bodily injury, broad form property damage, premises, operations, owner's protective coverage, and completed operations liability in limits not less than Three Million Dollars (\$3,000,000.00) inclusive;

C. Worker's Compensation and employee liability insurance as may be required by applicable law.

Before commencing any use hereunder, Licensee shall furnish to Landlord certificates issued by the company or companies insuring Licensee evidencing that the above insurance is in full force and effect naming Landlord and Managing Agent as additional insured's as follows: **JP Morgan Chase Bank, NA, managing member of the Lowe SD California Property LLC, JP Morgan Chase Bank, NA, as trustee under will of Edwin Lowe for benefit of Barbara Fodor, JP Morgan Chase Bank NA, as trustee under will of Edwin Lowe for benefit of Gail Lowe Maidman, Gail Lowe Maidman, Gail Lowe Maidman LLC, and CBRE, Inc.** and providing that no such insurance may be canceled without at least thirty (30) days notice by certified mail, return receipt requested, to Landlord (or such other party as Landlord shall designate in writing to the insurer) at the address specified in Section 21 hereof.

11. **VACATION OF PREMISES:** Licensee agrees at the expiration of this Agreement to remove Licensee's goods and effects; to repair any damage caused by Licensee's use of the Premises and/or Licensee's removal of Licensee's goods and effects and to peaceably yield up the Premises clean and in good order, repair and condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted. Any personal property of User not removed following such expiration shall become the property of Landlord, at Landlord's option. If Licensee fails to vacate the Premises on the termination

date set forth in Section 3 hereof or on the date otherwise agreed upon by the parties hereto in writing, Licensee shall pay to Landlord twice the rent specified in Section 4 hereof calculated on a per diem basis for each day User holds over past the termination date.

12. NO HARM TO PREMISES: Licensee agrees not to harm the Premises, nor commit any nuisance, nor make any use of the Premises which is offensive as determined by Landlord, in its sole discretion, nor do any act tending to injure the reputation of the Property. Licensee shall keep all areas neat and clean and free from trash.

13. LIENS: Licensee agrees not to suffer any mechanic's lien to be filed against the Property or the Premises by reason of any work, labor, services or materials performed at or furnished to the Premises, to Licensee, or to anyone holding the Premises through or under User. Nothing in this Agreement shall be construed as consent on the part of Landlord to subject Landlord's estate in Property or the Premises to any lien or liability under the lien laws of the state in which the Premises are located.

14. NO PARTNERSHIP IMPLIED: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that nothing contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of licensor and licensee.

15. NOTICES: All notices, requests, demands, consents, approvals or other communications sent in accordance with the Agreement shall hereafter be addressed to the parties as follows:

Landlord: Civic Center Plaza
c/o CBRE, Inc.
1200 3rd Avenue, Suite 405
San Diego, CA 92101

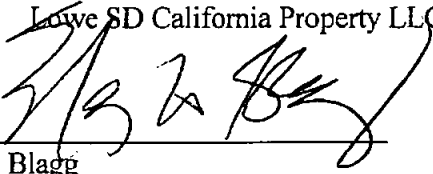
Licensee: King Chavez High School
Consuelo Manriquez
201 A Street
San Diego, CA 92101

IN WITNESS WHEREOF, the parties have entered this Agreement the day and year first above written.

LANDLORD:

CBRE, Inc. as agent for
Lowe SD California Property LLC

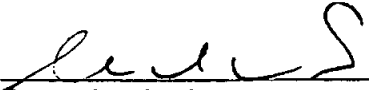
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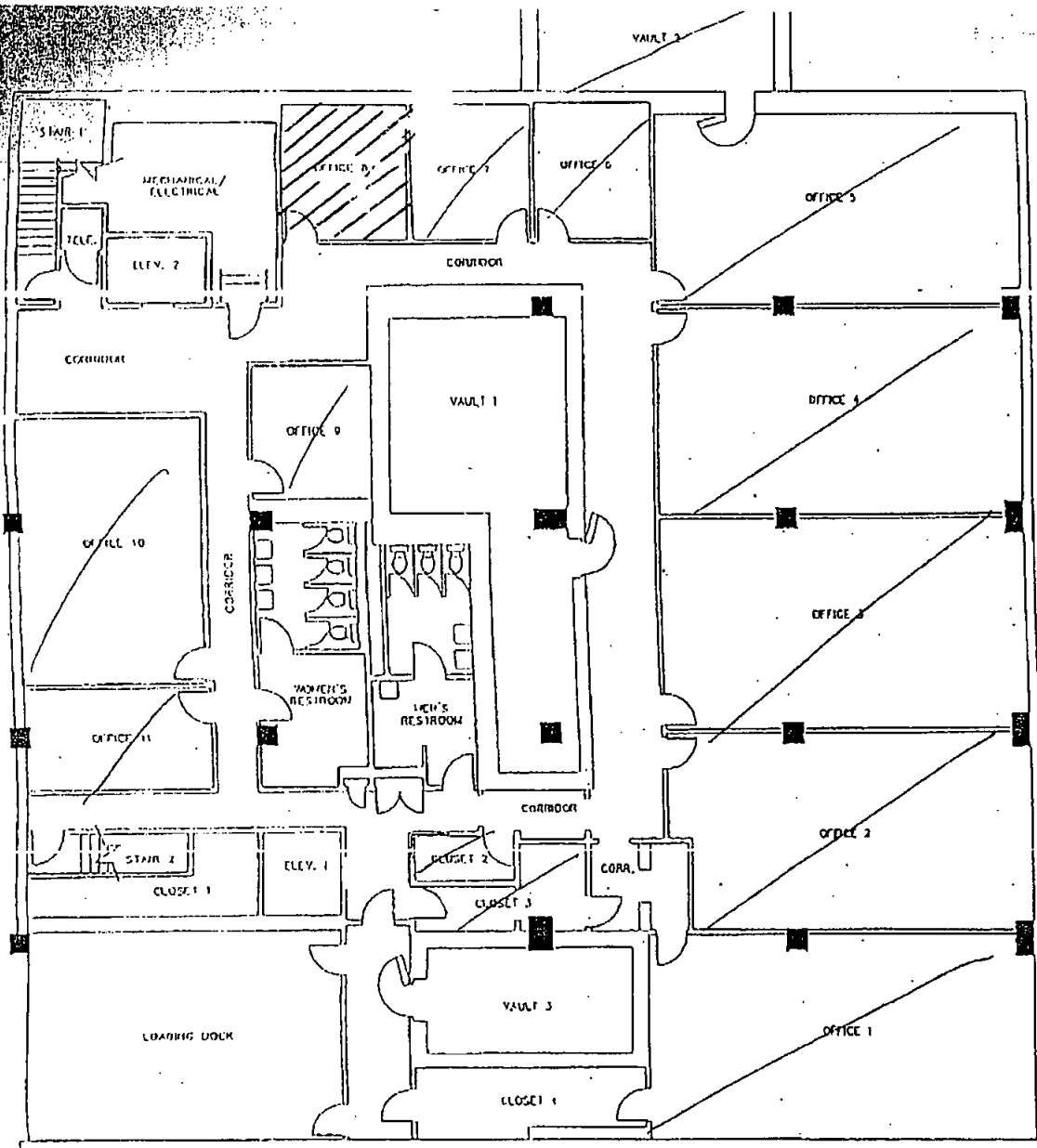

Mary Blagg
Associate Director

LICENSEE:

King Chavez High School
Consuelo Manriquez

By:


Consuelo Manriquez
Principal



SUMMARY

TOTAL GROSS FLOOR AREA 10,372 S.F.

SHAFTS : 300 S.F.
 STAIR 1 : 135 S.F.
 STAIR 2 : 73 S.F.
 ELEVATOR 1 : 84 S.F.
 ELEVATOR 2 : 77 S.F.

COMMON AREAS : 5,051 S.F.
 RESTROOMS : 567 S.F.
 CORRIDOR (4,319 + 541) : 4,860 S.F.
 MECHANICAL/ELECTRICAL : 262 S.F.
 CLOSET 1 : 109 S.F.
 CLOSET 2 : 42 S.F.
 CLOSET 3 : 106 S.F.
 CLOSET 4 : 154 S.F.
 TELEPHONE ROOM : 38 S.F.

TENANT AREA : 4,052 S.F.

OFFICE 1 : 780 S.F.
 OFFICE 2 : 685 S.F.
 OFFICE 3 : 734 S.F.
 OFFICE 4 : 710 S.F.
 OFFICE 5 : 700 S.F.
 OFFICE 6 : 163 S.F.
 OFFICE 7 : 161 S.F.
 OFFICE 8 : 163 S.F.
 OFFICE 9 : 137 S.F.
 OFFICE 10 : 424 S.F.
 OFFICE 11 : 171 S.F.

VAULTS : 1,377 S.F.
 VAULT 1 : 715 S.F.
 VAULT 2 : 337 S.F.
 VAULT 3 : 325 S.F.

LOADING DOCK : 863 S.F.

EXHIBIT A-1

AS-BUILT FLOOR PLAN

SCALE: 1/8" = 1'-0"