This AGREEMENT is made and entered into this 25th day of March 2008 pursuant to the Public Contract Code 10700 et seq., by and between the Trustees of The California State University on behalf of

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<th>Campus</th>
<th>Agreement Number</th>
<th>Project Number</th>
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<td>SAN FRANCISCO STATE UNIVERSITY</td>
<td>C700255</td>
<td>O7MAJ03</td>
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hereafter referred to as Trustees, and

MICHAEL MAULTZAN ARCHITECTURE, INC.

hereafter referred to as Architect/Engineer:
Michael Maultzan
License or Registration Number: C23729
Insurance Co. St Paul Fire & Marine
Policy No. 003802090

WITNESSETH: That the Architect/Engineer in consideration of the covenants, conditions and agreements of the Trustees herein contained, does hereby agree to furnish labor, materials, and equipment and to perform work necessary to complete, in a skilful manner, the following:

The Architect/Engineer shall provide the services related and incidental to the design and construction of the Public Works Project 07MAJ03, “Creative Arts Center – Phase One” located at San Francisco State University. The Architect/Engineer shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement.

- Rider A - Agreement General Provisions, consisting of twenty (20) pages;
- Exhibit A - Scope of Work, consisting of four (4) pages;
- Exhibit B-1 - Building Schedule Classification dated 1/20/05 Revised, consisting of one page;
- Exhibit B-2a - B-2c - Schedule of Lump Sum Fees for CM at Risk/CM Projects “Architects/Engineer’s Basic Services for CM at RISK/GMP Projects” dated 1/20/05 revised, consisting of three (3) pages;
- Exhibit B-3 - Architect/Engineer’s Total Fee, consisting of one (1) page;
- Exhibit C - Project Schedule, consisting of one (1) page;
- Exhibit D - Submittal Requirements and Procedure Guide for CSU Capital Projects dated 1/10/03 revised, consisting of thirty-eight (38) pages;
- Exhibit E - Fee Proposal, dated 3/13/08, consisting of twenty-four (24) pages;
- Exhibit F - New Creative Arts Building Feasibility Study and Planned Program Development. Revised April 2007, consisting of three hundred forty (340) pages;
- Exhibit G - Project Site Map, consisting of one (1) page.

The term shall begin upon receipt of a fully executed Agreement from the University. The term shall end upon the acceptance of completion by the Trustees. The Architect/Engineer shall not perform services in excess of the Agreement without prior written authorization to proceed from the University Project Administrator.

Architect/Engineer shall report to: Simon Y. Lam, Associate Vice President - Capital Planning, Design & Construction, San Francisco State University, 1600 Holloway Avenue, San Francisco CA 94132. Telephone: (415) 338-698.

The total amount to be expended under this Agreement shall not exceed five million four hundred thirty one thousand five hundred seventy five ($5,431,575.00) dollars. The agreement is currently funded for only the Schematic Design and Preliminary Design phases at this time. Payment shall be made in accordance with Rider A and Exhibits A; B-1; B-2a; B-2b; B-2c; B-3; C and D.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto, upon date first above written.