CONSENT TO TERMINATION OF LEASE AGREEMENT

THIS CONSENT TO TERMINATION OF LEASE AGREEMENT ("Consent") is made and entered into by and between CAMDEN USA, INC., a Delaware corporation ("CAMDEN"), and the CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of the later date that this Consent is executed by the parties and approved by the San Diego City Attorney ("Effective Date").

RECITALS

A. CITY and SCRIPPS HEALTH, a California non-profit corporation ("SCRIPPS"), entered into that certain Professional Office Lease, dated April 19, 2016, as amended ("Lease"), for approximately 8,526 square feet of net rentable floor area known as the West Wing of the Hospice Center Building located at 4311 Third Avenue, San Diego, California 92103 ("Premises").

B. On April 18, 2017, CAMDEN acquired the Premises from SCRIPPS. In connection with the purchase and sale of the Premises, CAMDEN agreed to acquire the Premises subject to the Lease and did not assume the obligations of SCRIPPS as "lessor" under the Lease, but instead leased the Premises back to SCRIPPS pursuant to that certain Master Lease Agreement between CAMDEN and SCRIPPS.

C. CAMDEN and the CITY entered into that certain Lease Subordination and Nondisturbance Agreement, dated as of April 18, 2017 under which the CITY must request CAMDEN's consent to an amendment, modification, or early termination of the Lease.

D. The Lease has an expiration date of February 7, 2019.

E. CAMDEN desires to have the CITY terminate the Lease early and fully surrender and vacate the Premises.

F. The CITY and SCRIPPS agreed to terminate the Lease effective July 6, 2018 as set forth in the Lease Termination Agreement between CITY and SCRIPPS ("Termination Agreement") attached hereto as Exhibit A, subject to CAMDEN agreeing to this Consent.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing Recitals incorporated herein by this reference, CAMDEN and the CITY agree as follows:

1. In exchange for CITY's early termination of the Lease and CITY's surrender and complete and total vacation of the Premises by no later than the date the Termination Agreement is effective (the "Early Termination Date"), CAMDEN hereby consents to the early termination of the Lease as set forth in the Termination Agreement and CAMDEN agrees to pay CITY an amount of $30,000 (the "Early Termination Payment") concurrent with the execution of this Consent.

2. Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Consent and the transactions contemplated hereby.

3. This Consent may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

4. The terms of this Consent shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

5. This Consent shall be governed by and construed in accordance with California law. Any action by a party to this Consent to enforce or interpret its terms shall be maintained in the San Diego County Superior Court or the Federal District Court for the Southern District of California.

6. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent 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 Consent is binding upon such person or entity in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Consent shall be effective as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 8/23/18 BY: _____ FOR
Cybele L. Thompson, Director
Real Estate Assets Department

CAMDEN USA, INC., a Delaware corporation

Date: _____ BY: _____
William W. Sengelmann, EVP-REI

Approved as to form this 27th *day of* August *2018.*

MARA W. ELLIOT, City Attorney

BY: _____
Name: Marco A. Verdugo
Title: Deputy City Attorney

EXHIBIT A
Termination Agreement

[SEE ATTACHED]

Scripps

LEASE TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") dated this 20th day of August, 2018, is made and entered into by and between SCRIPPS HEALTH, a California nonprofit corporation ("Lessor") and City of San Diego, a California municipal corporation ("Lessee") and is effective upon execution by authorized representatives of both parties and approval of the San Diego City Attorney ("Effective Date").

RECITALS

A. Lessee entered into that certain lease dated April 19, 2016 with Lessor, as amended (the "Lease"), for approximately 8,526 square feet of net rentable floor area known as the West Wing of the Hospice Center Building located at 4311 Third Avenue, San Diego, California 92103 (the "Premises").

B. Lessor and Lessee desire to terminate Lessee's obligations under the Lease according to the terms and conditions contained herein effective July 6, 2018.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing Recitals incorporated herein by this reference, the parties agree as follows:

1. Lease Termination Date. The Lease shall be deemed terminated on July 6, 2018 (the "Lease Termination Date"), provided all obligations of Lessee set forth in this Agreement have been performed, including the payment obligations in sections 2 and 3 below. Until those obligations are performed, this Termination shall be of no force and effect, regardless of signature.

2. Rent. Lessee shall remit to Lessor all Rent or other payments due and unpaid under the Lease. Notwithstanding the foregoing sentence, Lessee shall have no obligation to pay any rent or other payments that accrued or were incurred after the termination date.

3. Balance of Unamortized Tenant Improvements. Lessee shall remit to Lessor payment for the remaining amount owed for Unamortized Tenant Improvements in the amount of Thirty Thousand Thirty Nine Dollars and 66/100 ($30,039.66).

4. Release. Lessee hereby releases and forever discharges Lessor, together with its respective members, managers, officers, directors, shareholders, employees, attorneys, successors, representatives, agents and assigns, for all claims, demands, damages, debts, liabilities, obligations, agreements, causes of action of whatever nature, character or unanticipated, claimed or concealed, which Lessee may have or may hereafter have or claim to relating to, or as a result of the Lease. Lessor hereby releases Lessee from its obligations under the terms and conditions of the Lease.

5. Surrender of Possession. On or before the Termination Date, Lessee shall fully and finally surrender and vacate the Premises, and shall remove all of its possessions and personal property therefrom. Lessee hereby irrevocably assigns all of Lessee's personal property remaining in/on the Premises after the Termination Date.

6. Acceptance of Termination. Lessor, for itself and its successors and assigns, accepts the termination of the Lease and the surrender of the Premises by Lessee as of the Termination Date subject to the conditions of this Agreement, and acknowledges that the Premises is in in good condition and repair and the Lessee shall have no liability with respect to the Premises or condition thereof.

7. Effect of Termination. Lessor and Lessee agree that the Lease, and all obligations thereunder, is to be canceled and the term brought to an end as of the Termination Date with the same force and effect as if the term of the Lease were fixed to expire on the Termination Date by the provisions of the Lease.

8. Binding Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Entire Agreement. This Agreement expresses the entire agreement and understanding of the parties concerning the termination of the Lease, and supersedes all prior negotiations and agreements on the subject, whether written or oral.

10. Severability. If any provisions of this Agreement, as applied to any party or to any circumstances, shall be adjudged by any court to be void or unenforceable, the void or unenforceable provisions shall be deemed severed from the Agreement and shall in no way affect any other provision in any other circumstance, or the validity or enforceability of this Agreement as a whole.

11. Counterparts. This Agreement may be executed in counterparts, and all such counterparts shall constitute one and the same agreement. The parties agree to accept electronic signatures as valid and binding execution of this Agreement.

12. Authority. The persons whose signature appear below hereby warranty and represent that he/she is expressly authorized and empowered to enter into this Agreement, and to bind the respective entities to each of the obligations set forth herein.

IN WITNESS WHEREOF, this Agreement shall be effective as of the Effective Date.

LESSEE:

City of San Diego, a California municipal corporation

By: _____ Date: 8.23.2018

Cybele Thompson
Director of Real Estate Assets

LESSOR:

Recommend for Approval: DS	Date: 8/20/18
Recommend for Approval: RM	Date: 8/20/18

SCRIPPS HEALTH, a California nonprofit corporation

By: _____ Date: 8/20/18

Richard Rothberger
Executive V.P./Chief Financial Officer

Approved as to form this 23rd day of August, 2018.

MARA W. ELLIOTT, City Attorney

BY: _____

Name: Marco A. Verdugo
Title: Deputy City Attorney