

CONSENT TO LICENSE

THIS CONSENT TO LICENSE (Consent) is provided by BREITBARD PROPERTIES, LLC, a California Limited liability company (Landlord) to THE CITY OF SAN DIEGO, a California municipal corporation (City) and collectively, Landlord and City are each, individually, referred to herein as a "Party" and, collectively, as the "Parties as follows:

RECITALS

A. Landlord and City are parties to that certain Single-Tenant-Lease agreement dated February 19, 2019 (Lease) pursuant to which Landlord has leased to City that certain real property located at 1710 Imperial Avenue in San Diego, California (Premises).

B. City now desires to allow the Alpha Project for the Homeless, a California nonprofit corporation (Contractor), to operate the City's bridge shelter on the Premises in accordance with and subject to the terms and conditions of the Lease.

C. City has requested Landlord's consent to license and Landlord is willing to give such consent all on the terms and conditions set forth herein.

NOW, THEREFORE, based on the Recitals set forth above which are incorporated herein, the mutual covenants and promises contained herein and after good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, Landlord provides its consent subject to and conditioned upon the following terms and conditions to which the parties do hereby agree:

AGREEMENT

1. Landlord consents to City's request to allow the Contractor to operate the City bridge shelter on the Premises. All terms and conditions of the Lease shall control and supersede any inconsistent or contrary provisions in any agreement executed between City and the Contractor. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2. This Consent does not constitute consent to any assignment, transfer or subleasing of any interest by City in and to the Lease.

3. Any agreement executed between City and the Contractor is subject and subordinate to (i) all of the terms, covenants, agreements provisions and conditions set forth in the Lease and (ii) all matters of record now or hereafter affecting the Premises and all applicable Laws now or hereafter in force and effect. In no event shall this Consent be construed as granting or conferring upon the City any greater rights than those contained in the Lease nor shall there be any diminution of the rights and privileges of the Landlord under the Lease, nor shall the Lease be deemed modified in any respect. Neither the Lease, or the Contractor's operating agreement or this Consent shall be deemed, to grant the Contractor any rights whatsoever against Landlord. Additionally, the execution of this Consent by Landlord shall in no way constitute any representation or warranty whatsoever by Landlord, express or implied, relating to the Lease or to

the Premises or any other matter relating to Tenant's or Contractor's occupancy thereof or operations thereon and City on behalf of itself and Contractor hereby waives any claims against Landlord with respect to any such matters. Without limiting the generality of the foregoing, City specifically acknowledges and agrees that Landlord is not a party to the City's agreement with Contractor and, notwithstanding anything to the contrary contained in such agreement, Landlord is not bound by any of the terms contained therein, including, without limitation, any of the covenants, representations, warranties, duties and obligations contained therein.

4. Nothing contained in this Consent shall be construed as relieving or releasing City from any of its obligations under the Lease, it being expressly understood and agreed that City shall remain liable for such obligations notwithstanding anything contained in City's agreement with the Contractor or this Consent. This Consent shall not constitute a consent to any subsequent sublease, assignment, other transfer or modification of the Lease, and shall not relieve City or any party claiming under or through City of the obligation to, in connection with any subsequent sublease, assignment, other transfer or modification of the Sublease, obtain the consent of Landlord in accordance with the terms of the Lease. City hereby affirms that Contractor shall be deemed to be one of the Tenant's Parties for purposes of City's indemnity obligations under the Lease.

5. Should a Party institute any action or proceeding to enforce or interpret this Consent or any provision hereof, for damages by reason of any alleged breach of this Consent or of any provision hereof, or for a declaration of rights hereunder, the prevailing Party(ies) in any such action or proceeding shall be awarded from the other Party(ies) all costs and expenses, including, without limitation, attorneys' and other fees (inclusive of fees for Landlord's and its real estate investment advisor's in-house attorneys), reasonably incurred in good faith by the prevailing Party in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include reasonable attorneys' fees, accountants' fees, expert witness fees and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor.

6. This Consent shall be governed by and construed in accordance with the laws of the State of California.

7. This Consent may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect. Additionally, this Consent may be executed in counterparts, but shall become effective only after each Party has executed a counterpart hereof; all said counterparts, when taken together, shall constitute the entire single agreement between the Parties. Signatures sent hereon by facsimile or electronic PDF shall be deemed originals for all relevant purposes.

[Signature page follows]

IN WITNESS WHEREOF, this Consent is executed by Landlord on the date set forth below.

Date: 10/31/19

BREITBARD PROPERTIES, LLC,
a California limited liability company

By: BREITBARD PROPERTIES LLC

Name: by Jean Berg

Title: MANAGING PRINCIPAL

Date: 11/6/19

THE CITY OF SAN DIEGO,
a municipal corporation

By: [Signature]

Name: Cybele Thompson

Title: Director, Real Estate Assets

APPROVED AS TO FORM:

MARA W. ELLIOTT, City Attorney

By: [Signature]
Name: Marco A. Verdugo
Title: Deputy City Attorney