

FIRST AMENDMENT TO MONTH TO MONTH RENTAL AGREEMENT

THIS FIRST AMENDMENT (Amendment) to the original month to month rental agreement dated February 1, 2011 (the "Agreement") executed between the CITY OF SAN DIEGO, a California municipal corporation, hereinafter called "CITY", and BENJI QUINTERO, an individual, hereinafter called "TENANT".

RECITALS

- A. The parties entered into the Agreement wherein CITY rented to TENANT real property known as farm worker housing in San Pasqual Valley.
- B. The Agreement is in full force and effect, and neither CITY nor TENANT has actual knowledge of any default or breach by the other under the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CITY and TENANT hereby agree as follows:

AMENDMENT TO AGREEMENT ADDED TO SECTION 2

ADD: CITY shall have the right to audit records to verify the 25% payment to CITY. Accordingly, CITY, at its discretion, shall have the right to inspect and audit the business records of TENANT, its agents, sublessees, concessionaires, and licensees operating on and in connection with the harvesting and sale of Avocados at the Residence or at the adjacent property, as necessary and appropriate for CITY to determine the amounts of rent due CITY in compliance with the requirements of the Agreement.

AMENDMENT TO AGREEMENT ADDED TO SECTION 15

ADD: The following shall be added to "Section 15" after the first full sentence of the Section: "Although TENANT acknowledges that there are repairs that could be done to the Residence, TENANT also acknowledges that the Residence is safe, decent and sanitary, and is habitable and suitable for TENANT's occupancy."

AMENDMENT TO AGREEMENT ADDED TO SECTION 18

ADD: The last sentence of "Section 18" is deleted in its entirety and replaced with the following sentence: "However, the CITY may, at its sole option, start charging TENANT for future use of well water, based on CITY'S standard water fees for well water, by serving TENANT with a prior sixty (60) day written notice."

Date: 2-18-2011

BENJI QUINTERO, an individual

BY: B. Q.
Name: Benjamin Quintero
Title: TENANT