

DUPLICATE

FIRST AMENDMENT TO LEASE

FIRST AMENDMENT TO LEASE, hereinafter referred to as "Amendment", is **dated for reference purposes only as of January 11, 2002**, by and between, Big Bear Supermarket No. 3, a California corporation, hereinafter referred to as "Landlord", and The City of San Diego, a California municipal corporation, hereinafter referred to as "Tenant."

RECITALS

- A. Landlord and Tenant entered into a written Lease Agreement dated February 10, 1998, hereinafter referred to as the "Lease" for the lease of certain retail space, containing approximately 2,400 square feet of floor area, identified as 7377 & 7381 Jackson Drive, hereinafter referred to as the "Premises", a shopping center located in the City of San Diego, County of San Diego, State of California, 92119. Said shopping center and the Premises are more particularly described and illustrated in attached Exhibit "A" of the Lease.
- B. As of the date of this Amendment, Tenant is in possession of the Premises and the Lease remains in full force and effect.
- C. The term of the Lease commenced on February 1, 1998, and expires on January 31, 2002.
- D. There are no options to extend the Lease term.
- E. Tenant wishes to remain in possession of the Premises, pursuant to the terms of the Lease, and extend the Lease for a three (3) year period, and Landlord wishes to allow Tenant to remain in possession of the Premises, pursuant to the terms of the Lease, and extend the Lease for a three (3) year period.
- F. By this Amendment, Landlord and Tenant desire to amend the Lease in those particulars as hereinafter set forth.

TERMS

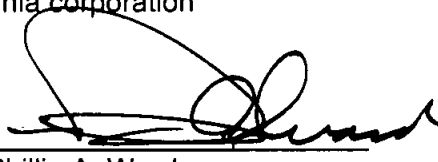
NOW, THEREFORE, for and in consideration of the Premises and the mutual agreements herein contained, the parties agree as follows:

- 1. Amendment of Lease - Article 6. Term. The term of this Lease shall be extended for a three (3) year period and will expire on January 31, 2005.
- 2. Amendment of Lease - Article 7. Rent. Paragraph 7. Minimum Monthly Base Rent. The minimum monthly base rent (the "Minimum Monthly Base Rent") shall be Three Thousand and no/100 Dollars (\$3,000.00), per month effective February 1, 2002 to January 31, 2005.
- 3. Effective Date. This Amendment of Lease shall become effective as of February 1, 2002, herein referred to as the "Effective Date."
- 4. Effectiveness of Lease. Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Lease, or any amendment or addendum thereto. In the event of any conflict between the Lease, this Amendment or any other amendment or addendum thereof, the document later in time shall prevail.

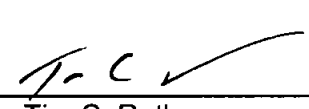
5. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.
6. Counterparts. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, this First Amendment is executed by Tenant acting by and through its City Manager, and by Landlord acting by and through its lawfully authorized officers.

"Landlord"
BIG BEAR SUPERMARKET NO. 3,
A California corporation

By: 
Phillip A. Ward
Executive Vice President

"Tenant"
THE CITY OF SAN DIEGO,
A California municipal corporation
Real Estate Assets Department

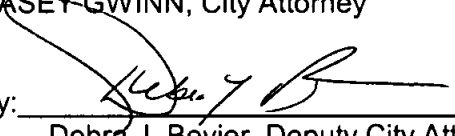
By: 
Tim C. Rothans

Its: Deputy Director

This 21 day of February, 2002.

APPROVED AS TO FORM AND LEGALITY
this 22nd day of April, 2002.

CASEY GWINN, City Attorney

By: 
Debra J. Bevier, Deputy City Attorney