

FIRST AMENDMENT TO LEASE
(1451 E Street, San Diego, California)

THIS FIRST AMENDMENT TO LEASE (this "**First Amendment**") by and between 1401-85 E, LP, a California limited partnership ("**Landlord**"), and THE CITY OF SAN DIEGO, a California municipal corporation ("**Tenant**"), is made effective as of the date this First Amendment is executed by Landlord.

R E C I T A L S:

A. Landlord and Tenant entered into that certain Lease dated January 1, 2022 ("**Lease**"), whereby Tenant leases that certain space in that certain building located at 1451 E Street, San Diego, California ("**Building**"). Under the Lease, Landlord currently leases to Tenant, and Tenant currently leases from Landlord, that certain space containing 8,566 rentable square feet in the Building ("**Premises**"), as outlined on Exhibit "A" to the Lease.

B. By this First Amendment, Landlord and Tenant desire to amend the Lease to (i) extend the Term of the Lease and (ii) further amend the Lease as set forth herein.

C. Unless otherwise defined herein, capitalized terms in this First Amendment shall have the same meanings given to them in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

A G R E E M E N T:

1. **Extended Lease Term.** The expiration date of the Lease shall be extended such that the Lease shall expire on December 31, 2027 ("**New Expiration Date**"). The period from January 1, 2025, through the New Expiration Date, shall be referred to herein as the "**Extended Term**." Tenant shall not have any right to extend the Lease beyond the Extended Term; consequently, all of Section 3 of the Lease except for the first sentence thereof shall be null and void.

2. **Base Rent.** Notwithstanding anything to the contrary in the Lease, during the Extended Term, Tenant shall pay, in accordance with the provisions of this Section 2, Base Rent for the Premises as follows:

<u>Period of Extended Term</u>	<u>Monthly Base Rent</u>
1/1/25 – 12/31/25	\$14,106.00
1/1/26 – 12/31/26	\$14,529.00
1/1/27 – 12/31/27	\$14,965.00

3. **Additional Rent.** During the Extended Term, in addition to Base Rent, Tenant shall continue to pay all Additional Rent in accordance with the terms and conditions of the Lease.

4. **Condition of the Premises.** Tenant agrees to continue to accept the Premises and the Building in their current "as-is" condition, and Tenant acknowledges that Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises or the

Building except as specifically provided in the Lease. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises or the Building.

5. Brokers. Each party represents and warrants to the other that no broker, agent, or finder negotiated or was instrumental in negotiating or consummating this First Amendment. Each party further agrees to defend, indemnify, and hold harmless the other party from and against any claim for commission or finder's fee by any other person or entity who claims or alleges that they were retained or engaged by the first party or at the request of such party in connection with this First Amendment.

6. Defaults. Tenant represents and warrants to Landlord, as of the date of this First Amendment and to Tenant's actual knowledge without undertaking any duty of inquiry or investigation, that: (a) Tenant is in full compliance with all terms, covenants and conditions of the Lease; (b) there are no breaches or defaults under the Lease by Landlord or Tenant; and (c) Tenant knows of no events or circumstances which, given notice and/or the passage of time, would constitute a default under the Lease by either Landlord or Tenant.

7. Counterparts; Electronic Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This First Amendment may be executed by a party's signature transmitted electronically, and copies of this First Amendment executed and delivered by electronic means shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All parties may rely upon electronic signatures as if such signatures were original wet signatures. Any party executing and delivering this First Amendment by electronic means shall, if requested by the other party, promptly thereafter deliver a counterpart signature page of this First Amendment containing said party's original signature; provided, however, any failure to do so shall not affect the enforceability of this First Amendment. All parties agree that a signature page executed and delivered by electronic means may be introduced into evidence in any proceeding arising out of or related to this First Amendment as if it were an original wet signature page.

8. No Further Modification. Except as set forth in this First Amendment, all of the terms and provisions of the Lease shall apply during the Extended Term and shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this First Amendment. The Lease (as amended) constitutes the entire agreement between Landlord and Tenant with respect to the subject matter of the Lease (as amended) and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter. Tenant is not relying on any representations, warranties, or inducements from Landlord that are not expressly stated in the Lease (as amended).

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this First Amendment as of the date set forth below Landlord's signature hereto.

LANDLORD:

1401-85 E, LP,
a California limited partnership

By: 

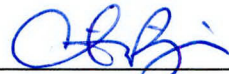
Name: Mark Navarra

Title: Authorized Agent

Date: 6/27/24

TENANT:

THE CITY OF SAN DIEGO,
a California municipal corporation

By: 

Name: Christina Biber

Title: Director, Economic Development

APPROVED AS TO FORM
on 7/10/24:

MARA W. ELLIOT
City Attorney

By: 
Michael Park
Deputy City Attorney