

**SECOND AMENDMENT TO
PROPERTY MANAGEMENT AGREEMENT
CIVIC CENTER PLAZA**

THIS SECOND AMENDMENT ("Second Amendment") TO THE PROPERTY MANAGEMENT AGREEMENT – CIVIC CENTER PLAZA (which agreement is comprised of the original Agreement and the First Amendment thereto, shall hereinafter, collectively, be referred to as the "Agreement"), is entered into between the City of San Diego, a California municipal corporation ("Master Tenant") and CBRE, Inc., a Delaware corporation ("Manager") (collectively referred to as the "Parties"), effective on the later date on which this Second Amendment is signed by the Parties and approved by the Office of the City Attorney ("Effective Date").

RECITALS

- A. Based on managerial decisions by Master Tenant, it has been determined that it would be in the best interests of Master Tenant to temporally delay the issuance of a Request for Proposal seeking a new contract for property management of the Property.
- B. Until a Request for Proposals is issued and the award of a new property management contract is approved, it has also been determined that it is in the best interests of Master Tenant to continue utilizing the services of Manager under the terms and conditions of the current Agreement. Manager has agreed to continue providing services as set forth in the Agreement.
- C. The Parties now wish to amend the Agreement to allow for the inclusion of a new "Term" provision into the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are incorporated into and made a part of this Second Amendment, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Amendment. Master Tenant and Manager hereby agree that from and after the Effective Date hereof, the "Section 3.1. Term" set forth in the Agreement is **DELETED** in its entirety and **REPLACED** with the following text:

"3.1. **Term**. The term of this Agreement shall commence on August 31, 2015 (the "Commencement Date") and shall continue for a period of two (2) years or until a contract for property management of the Property has been awarded and commenced pursuant to a Master Tenant-issued Request for Proposals or other approved competitive process ("Term"). In no case shall the Term of this Agreement exceed five (5) years without the Agreement having received the prior approval of the City Council."

2. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Second Amendment may be executed by a Party's signature transmitted by facsimile or PDF email, and copies of this Second Amendment executed and delivered by means of facsimile signatures or PDF email shall have

the same force and effect as copies hereof executed and delivered with original signatures. All Parties hereto may rely upon facsimile or email signatures as if such signatures were originals.

3. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect. Effective as of the Effective Date hereof, all references to the "Agreement" shall refer to the Agreement as amended by this Second Amendment.

IN WITNESS WHEREOF, this Second Amendment has been executed as first above written.

MASTER TENANT:

THE CITY OF SAN DIEGO,
a California municipal corporation

By: [Signature]
Name: Cybele L. Thompson, RPA, FMA, CCIM, LEED AP - Lic # 01176298
Title: Director, Real Estate Assets
Date: 8/8/16

MANAGER:

CBRE, Inc., a Delaware corporation

By: [Signature]
Name: MARK BUTLER
Title: ASSOC. MANAGING DIRECTOR
Date: 8-8-2016

Environmental Analysis Section Environmental Clearance:

This activity is exempt from CEQA pursuant to CEQA
Section 15301 (Existing Facilities).

Date: 8/26/2016

By: [Signature]
Name: Alyssa Muto
Title: Deputy Director, Environment & Policy Analysis

Approved as to form this 26th day of
August, 2016.

JAN I. GOLDSMITH, City Attorney
By: [Signature]
Name: Debra J. Bevier
Title: Deputy City Attorney