

**FIRST AMENDMENT TO AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD
INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET**

This First Amendment to AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET ("Amendment") is dated effective as of June 1, 2018 ("Effective Date"), and is entered into by and between Calico, LLC, a California limited liability company, and Catitude, LLC, a Hawaii limited liability company (together "Lessor") and The City of San Diego ("Lessee"), a California municipal corporation. Lessor and Lessee are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET dated February 1, 2017 (the "Lease"), on file with the Office of the San Diego City Clerk as Document No. OO-201815, to lease the property located at 7950, 8048-8050 Othello Avenue in the county of San Diego and the state of California ("Premises"); and

WHEREAS, the Parties executed an Addendum to the Lease on or about February 2, 2017 which contained a Section 52 titled "TENANT IMPROVEMENTS", which incorporated by reference a certain document titled "Exhibit E – Work Letter" (the "Work Letter"); and

WHEREAS, the Parties wish to amend the Lease as set forth below.

WHEREAS, pursuant to Section 47 of the Lease and the Mayor's authority to administer the Lease pursuant to San Diego Charter section 28 and San Diego Municipal Code section 22.0220, this Amendment is approved by the Mayor or his designee.

AGREEMENT

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree to amend the Lease as follows:

1. The first sentence of Section 1.2 of the Exhibit E - Work Letter titled "Tenant Improvements" is hereby amended and restated in its entirety and shall hereafter be and read as follows, with deleted words identified with ~~strikethroughs~~ and added language identified with underlines:

"Architectural and engineering drawings for the Tenant Improvements (collectively, "TI Drawings") shall be prepared by Lessor's architect, said architect shall be subject to the prior written approval of Lessee Gensler ("Architect")."

2. **Miscellaneous**

a. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Lease.

b. This Amendment embodies the entire agreement between the Parties with respect to the amendment of the Lease. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control and govern.

c. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Lease remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Lease, the purpose of this Amendment being simply to amend and ratify the Lease, as hereby amended and ratified, and to confirm and carry forward the Lease, as hereby amended, in full force and effect.

d. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Copies and "pdf" s shall be considered the equivalent of original signatures.

e. This Amendment (including each exhibit, schedule and addendum attached thereto, as well as all documents and other materials incorporated by reference) shall only be modified or amended by an instrument in writing signed by all Parties.

f. Each party, and each individual on behalf of each party signing this Amendment, represents that it has the full legal power, authority and right to execute, deliver and perform its obligations under this Amendment, and each party's performance hereunder and the transaction contemplated hereby have been duly authorized by all requisite actions on the part of such party and no remaining action is required to make this Amendment binding.

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Amendment effective as of the Effective Date.

LESSOR:

Calico, LLC, a California limited liability company

By: 
Tee K. Ness

Its: Managing Officer

Date: July 30, 2018

Catitude, LLC, a Hawaii limited liability company

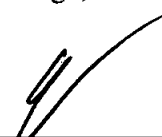
By: 
Tee K. Ness

Its: Manager

Date: July 30, 2018

LESSEE:

City of San Diego, a California municipal corporation

By: 
Cybele Thompson
Its: Director, Real Estate Assets

Date: 8/7/18

Approved As To Form
Mara W. Elliott

BY:  Date: 8-8-18

NAME: Mara W. Elliott

TITLE: Deputy City Attorney