

FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE (the "First Amendment") is entered into this ____ day of _____, May 2020, by and between B.H. CAMINO DEL RIO, LLC, a California limited liability company ("Landlord"), and THE CITY OF SAN DEIGO, a California municipal corporation ("Tenant"), on the basis of the following facts:

RECITALS

- A. On June 11, 2017, Landlord and Tenant entered into that certain Office Lease (the "Lease"), with respect to certain premises (the "Premises") known as Suite 104, consisting of approximately 2,747 rentable square feet, located at 4025 Camino Del Rio South, San Diego, California.
- B. All capitalized terms used in this First Amendment shall have the same meanings as set forth in the Lease.
- C. Landlord and Tenant desire, by this First Amendment, to extend the Term of the Lease, and to amend the Lease accordingly.

AGREEMENT

IT IS HEREBY AGREED, on the basis of the foregoing facts and for valuable consideration, the receipt and adequacy of which are hereby acknowledged, as follows:

- 1. Term. The Term of the Lease is hereby extended effective September 1, 2020 (the "Extension Period Commencement Date") to expire August 31, 2023 ("Extension Period"), unless terminated earlier pursuant to the Lease.
- 2. Monthly Base Rent and Additional Rent. Subsection (k) of Section 1.1 of the Lease is hereby AMENDED to ADD the following at the end of such subsection:

Period	Monthly Base Rent
September 1, 2020 – August 31, 2021	\$6,455.45
September 1, 2021 – August 31, 2022	\$6,649.11
September 1, 2022 – August 31, 2023	\$6,848.60

Tenant shall continue to pay all Additional Rent during the Extended Period, as required under the Lease.

- 3. Base Year. As of the Extension Period Commencement Date, the Base Year set forth in Section 1.2 of the Lease is hereby amended to read "2020".
- 4. Condition of the Premises. Tenant hereby continues to accept the Premises in its "as-is" condition and Tenant hereby acknowledges that Landlord shall not be obligated to provide or pay for any other work or services related to the improvement of the Premises other than (a) professionally cleaning the flooring in the Premises, and (b) replacing all damaged or discolored lights and light covers in the Premises. Tenant also acknowledges that Landlord has made no representation or

warranty regarding the condition of the Premises.

5. Miscellaneous Provisions.

5.1 Broker. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent other than Colliers International ("Broker") in connection with the negotiation of this First Amendment and that they know of no real estate broker or agent other than Broker who is entitled to a commission in connection with this First Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent other than Broker occurring by, through, or under the indemnifying party.

5.2 Intentionally Omitted.

5.3 Intentionally omitted.

5.4 Intentionally Omitted.

5.5 Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.6 Electronic Signatures. The parties hereby agree that facsimile and electronic (PDF) signatures are acceptable to effectuate the terms of this First Amendment.

6. Full Force and Effect. Unless specifically amended herein, all the terms and conditions of the Lease remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first set forth above.

"LANDLORD"

B.H. CAMINO DEL RIO, LLC,
a California limited liability company

By: B.H. Partnership B, L.P.,
a Delaware limited partnership
Its: Sole Member

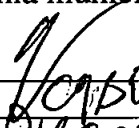
By: B.H. Holding Company I, Inc.,
a Delaware corporation
Its: General Partner

By: 
Name: Arsalan Gozini
Its: President

Date: _____

"TENANT"

THE CITY OF SAN DIEGO,
a California municipal corporation

By: 
Name: REBECCA MUNSON
Title: OFFICIAL CITY MANAGER
Date: 6/3/20

APPROVED AS TO FORM:

this _____ day of _____, 2020.

MARA W. ELLIOTT, City Attorney

By: _____

Deputy City Attorney

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first set forth above.

"LANDLORD"

B.H. CAMINO DEL RIO, LLC,
a California limited liability company

By: B.H. Partnership B, L.P.,
a Delaware limited partnership
Its: Sole Member

By: B.H. Holding Company I, Inc.,
a Delaware corporation
Its: General Partner

By: 
Name: Arsalan Gozini
Its: President

Date: _____

"TENANT"

THE CITY OF SAN DIEGO,
a California municipal corporation

By: 
Name: CABLE THOMPSON
Title: DIRECTOR, ADMINISTRATION 15595
Date: 6/3/20

APPROVED AS TO FORM:

this 8th day of July, 2020.

MARA W. ELLIOTT, City Attorney

By: 
Hilda R. Hernandez
Deputy City Attorney