

FIRST AMENDMENT TO OFFICE BUILDING LEASE

This **FIRST AMENDMENT TO OFFICE BUILDING LEASE** ("Amendment") is entered into as of December 3, 2018 ("Amendment Effective Date"), by and between **TKOS I, LLC**, a Delaware limited liability company ("Landlord"), and **THE CITY OF SAN DIEGO**, a California municipal corporation ("Tenant"), with reference to the facts set forth in the Recitals below.

RECITALS

A. Landlord and Tenant are parties to that certain Office Building Lease dated February 28, 2018 ("Lease"), for certain premises consisting of approximately 2,325 Rentable Square Feet and known as Suite 780 ("Leased Premises") in the building located at 450 B Street, San Diego, California 92101 ("Building"), as more specifically described in the Lease.

B. Landlord and Tenant have agreed to make certain modifications to the Lease, including, among other things, extending the Term of the Lease, as more fully set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension of Term. The Term of the Lease is hereby extended for an additional period of six (6) months ("Extension Term") beginning April 1, 2019, and expiring September 30, 2019, upon all of the same terms and conditions of the Lease, except as specifically modified by this Amendment. As of the Amendment Effective Date, the "Term", as that term is used in the Lease, shall mean the Term as extended by the Extension Term.

2. Extension Term Basic Rent. During the Extension Term, Tenant shall pay Basic Rent for the Leased Premises pursuant to the following schedule:

Months of Extension Term	Monthly Installments of Basic Rent	Monthly Basic Rental Rate per Rentable Square Foot of the Leased Premises
04/01/2019 – 09/30/2019	\$6,825.04	\$2.94

3. Holding Over. Article 12 of the Lease is hereby deleted in its entirety and replaced with the following:

"ARTICLE 12

HOLDING OVER

If Tenant notifies Landlord in writing at least thirty (30) days prior to the expiration of the Extension Term that Tenant desires to hold over at the Leased Premises for a period of up to three (3) months, then the Basic Rent payable by

Tenant during such period of holdover shall be equal to one hundred percent (100%) of the Basic Rent then in effect. If Tenant does not timely deliver such notice to Landlord and holds over after the expiration or earlier termination of the Extension Term, or if Tenant does timely deliver such notice and holds over for more than three (3) months after the expiration of the Extension Term, then Tenant shall become a month-to-month Tenant, the Basic Rent payable by Tenant during such period of holdover shall be equal to one hundred fifty percent (150%) of the Basic Rent then in effect, and Tenant shall otherwise subject to the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of Rent after such expiration or earlier termination with Landlord's prior written consent shall create only a month-to-month tenancy upon the terms set forth in this Article, which tenancy shall be terminable at the end of any calendar month by either party by Notice to the other given not less than thirty (30) days prior to the end of such month. The foregoing provisions of this Article 12 are in addition to and do not affect Landlord's right of reentry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Leased Premises upon the expiration of this Lease despite demand to do so by Landlord, Tenant shall indemnify, defend and hold Landlord harmless from all loss or liability, including without limitation any claim made by any succeeding tenant founded on or resulting from such failure to surrender, and all attorneys' fees and costs incurred by Landlord in connection therewith."

4. Condition of Premises. Tenant accepts the Leased Premises "as is" without any agreements, representations, understandings or obligations on the part of Landlord to provide or pay for any alterations, repairs or improvements. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Leased Premises.

5. Brokers. Tenant represents and warrants to Landlord that no party is entitled to a commission or fee by or through Tenant in connection with this Amendment. Tenant shall hold Landlord free and harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, 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 party claiming by or through Tenant.

6. Defined Terms. Unless otherwise specifically defined in this Amendment, terms with initial capital letters in this Amendment shall have the same meaning as such terms have in the Lease.

7. No Construction Against Party Drafting Amendment. Landlord and Tenant acknowledge and agree that each of them, and their respective professional advisors, have reviewed this Amendment and that the provisions of this Amendment shall not be construed against either party. The rule of construction that ambiguities are to be construed against the party drafting the agreement shall not apply to the interpretation of this Amendment and is waived.

8. Counterpart Execution. This Amendment may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one instrument.

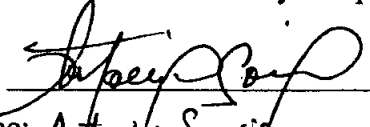
9. Continued Effect. Except as specifically modified by this Amendment, all of the terms, conditions and provisions of the Lease shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Office Building Lease as of the Amendment Effective Date.

"LANDLORD"

TKOS I, LLC,
a Delaware limited liability company

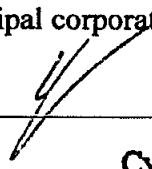
By: 

Name: Antonios Souris

Title: Vice President

"TENANT"

THE CITY OF SAN DIEGO,
a municipal corporation

By: 

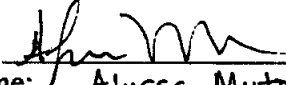
Name: Cybele Thompson

Title: Director, Real Estate Assets

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE

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

Date: 11-27-18

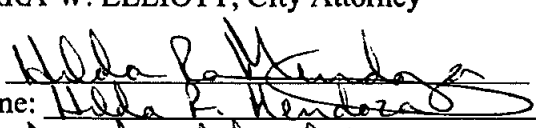
By: 

Name: Alyssa Muto

Title: Deputy Director, Planning Dept.

Approved as to form this 3rd day
of December, 2018

MARA W. ELLIOTT, City Attorney

By: 

Name: Mara W. Elliott

Title: Deputy City Attorney