

FIRST AMENDMENT TO OFFICE BUILDING LEASE

This **FIRST AMENDMENT TO OFFICE BUILDING LEASE** ("**Amendment**") is entered into as of _____, 2020 ("**Amendment Effective Date**"), by and between **450 B STREET INVESTORS 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 January 1, 2020 ("**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, which are incorporated herein, 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 twelve (12) months beginning January 1, 2021, and expiring December 31, 2021 ("**Extension Term**"), 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 in the amount of \$8,370.00 per month.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

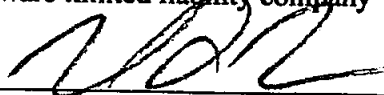
8. Continued Effect. Except as specifically modified by this Amendment, all of the terms, conditions and provisions of the Lease shall remain in full force and effect.

[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"

450 B STREET INVESTORS LLC,
a Delaware limited liability company

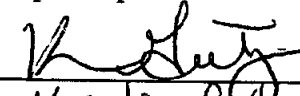
By: 

Name: Paul LeBeau

Title: MANAGING MEMBER

"TENANT"

THE CITY OF SAN DIEGO,
a municipal corporation .

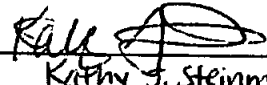
By: 

Name: Kristin Gatz

Title: Interim Director Real Estate Assets

Approved as to form this 20th day
of November, 2020

MARA W. ELLIOTT, City Attorney

By: 

Name: Kathy J. Steinman

Title: Deputy City Attorney

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"LANDLORD"

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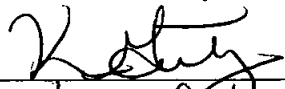
By: 

Name: Paul LeBess

Title: Managing member

"TENANT"

THE CITY OF SAN DIEGO,
a municipal corporation

By: 

Name: Kristin Gerte

Title: Interim Director Real Estate Assets

Approved as to form this _____ day
of _____, 2020

MARA W. ELLIOTT, City Attorney

By: _____

Name: _____

Title: _____