

FIRST AMENDMENT TO LICENCE AND USE AGREEMENT

THIS FIRST AMENDMENT TO LICENCE AND USE AGREEMENT ("First Amendment") is entered into by and between the S.V.D.P. Management, Inc., d/b/a Father Joe's Villages, a California non-profit corporation having an office at 3350 E Street, San Diego, California 92102 ("Owner"), and the City of San Diego, ("City"), to be effective as of the date the First Amendment is signed by the parties and approved by the San Diego City Attorney ("Effective Date").

RECITALS

Owner and City entered into that certain License and Use Agreement ("Agreement"), approved on October 27, 2017, whereas the Owner wishes to give the City access and use of the Penske Lot located at 1402 Commercial Street, San Diego, CA 92101 ("Property") to install a 60ft by 120ft membrane structure ("Sprung Structure") and to operate a public facility to provide shelter to homeless individuals, whether directly or through the San Diego Housing Commission, which organization administers the City's homeless shelters and services programs through contracts with third parties ("Project").

CITY and OWNER now wish to amend the Agreement by increasing the Term in order to continue the Project.

Unless otherwise defined herein, capitalized terms as used in this First Amendment shall have the same meanings as in the Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other valuable consideration the sufficiency and receipt of which is acknowledged, the parties agree as follows:

1. Restatement of Section 1. Section 1 "Term" of the Agreement is deleted in its entirety and replaced with the following:

Term. This Agreement shall remain in effect until March 31, 2019, unless earlier terminated by mutual agreement of the Parties ("Term"). The parties may mutually agree, confirmed in writing, prior to the expiration of the Term to extend this Agreement, which will be contingent on the Owner's future plans with the Property. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

2. No Other Changes. All other terms and conditions of the Agreement shall remain in full force and effect, and if there are any conflicts between the Agreement and this First Amendment, said conflicts shall be resolved in favor of the terms and conditions of this First Amendment.
3. Authority. Each individual executing this First Amendment on behalf of another person or

legal entity represents and warrants that they are authorized to execute and deliver this First Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this First Amendment is binding upon such person or entity in accordance with its terms. Each person executing this First Amendment on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, Limited Liability Company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

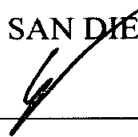
IN WITNESS WHEREOF, CITY and OWNER have duly executed this First Amendment to be effective as of the Effective Date.

S.V.D.P. MANAGEMENT, INC.

By:  _____

Matthew D. Nuth
Chief Administrative Office

CITY OF SAN DIEGO

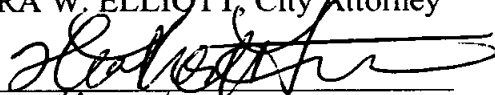
By:  _____

Cybele L. Thompson
Director, Real Estate Assets Department

Approved as to form this

11th day of October 2018

MARA W. ELLIOTT, City Attorney

By:  _____

Name: Heather Ferbert

Title: Deputy City Attorney



THE CITY OF SAN DIEGO

October 16, 2018

Father Joe's Villages
Attn: Matt Nuth
3350 E Street
San Diego, CA 92102

Re: First Amendment to License and Use Agreement between the City of San Diego and
Father Joe's Villages

Dear Mr. Nuth,

We have included an original copy of the First Amendment for your records. Thank you for your cooperation in this matter. If you have any questions, please contact me at (619) 236-6264 or itanori@sanidiego.gov.

Sincerely,

Isaac Tanori
Property Agent

Real Estate Assets Department

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
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