

FIRST AMENDMENT TO RIGHT-OF-ENTRY PERMIT

THIS AGREEMENT is executed by and between the CITY of SAN DIEGO, a municipal corporation (CITY), and Rainbow Vending (PERMITTEE).

WITNESSETH

WHEREAS, by month-to-month Permit Agreement executed by CITY on September 20, 2000, filed in the Office of the CITY'S Airport Division at Montgomery Field Airport, CITY issued a permit to PERMITTEE certain CITY-owned real property on Montgomery Field Airport, in the City of San Diego, County of San Diego, State of California, more particularly described in said Permit Agreement, and

WHEREAS, the parties hereto now desire to amend said Permit Agreement to require PERMITTEE to pay permit fees on a monthly basis instead of quarterly;

NOW THEREFORE, CITY AND PERMITTEE hereby agree:

I. Paragraph 4. Quarterly Permit Fees is deleted in its entirety and the following substituted therefor:

4. Fees.

- a. Time and Place of Payment. The permit fee is due monthly in advance on or before the first day of each calendar month. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 122289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, Development Services Center, 1222 First Avenue, Third Floor, San Diego, California, accompanied by CITY'S invoice.

The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to PERMITTEE. Mailed permit fee payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. PERMITTEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- b. Monthly Permit Fee. The Permit Fee commencing on July 01, 2001 is Thirty Dollars (\$30.00) per month, subject to periodic increases by CITY with prior thirty-day written notification to PERMITTEE. Rents for the first and last months of the lease will be prorated as necessary.

II. Nothing herein is intended to amend any other covenant or condition of said agreement.

III. When executed by CITY, this First Amendment shall become effective June 01, 2001.

IN WITNESS WHEREOF, this First Amendment to said Lease Agreement is executed by CITY, acting through its City Manager or his designee, and PERMITTEE, on the day and year set forth below:

THE CITY OF SAN DIEGO

Date: 4/18/01 By: [Signature]
Deputy Director, Airports Division

PERMITTEE

Date: 4-16-01 By: Don Martin

Approved as to form and legality this 27th Day of March, 2001.

CASEY GWINN, City Attorney

By: [Signature]
Deputy City Attorney