

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT is made and entered into this 19th day of March, 2007 between the CITY OF SAN DIEGO, a California municipal corporation ("Lessor"), and "THE RESOURCE MANAGEMENT GROUP, INC.", a California corporation, ("Lessee").

RECITALS

1. The parties entered into the Lease Agreement dated April 15, 2006 ("the Lease"), wherein Lessor leased to The Resource Management Group, Inc. certain real property known as 1250 Sixth Avenue, Suites 205, 206, 208, 209, 210, 238, 239, and 240, San Diego, California ("collectively Premises") consisting of approximately 1,136 rentable square feet.
2. The Lease is in full force and effect, and neither Lessee nor Lessor has actual knowledge of any default or breach by the other under the Lease.
3. The parties now desire to amend the Lease April 15, 2006, as provided in this First Amendment to Lease Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Lessor and Lessee agree as follows:

ARTICLE ONE - AMENDMENTS

1. Section 2 Premises of the Lease is deleted in its entirety and replaced by the following:

Premises. A portion of the Building, also known as Suite Nos. 208, 209 and 210, hereinafter called "Premises" consisting of approximately 574 rentable square feet as shown on the attached floor plan as Exhibit A. It is understood and agreed that the square footage figures set forth in this Lease are approximations for reference only. City and Lessee agree that these approximations are reasonable and shall not be subject to revision except in conjunction with an actual change in the size of the Premises or a change in the space available for lease in the Building.

2. Section 10 Rent of the Lease is deleted in its entirety and replaced by the following:

Rent. Monthly rent for the Term and any extension period thereof shall be in accordance with the following rent schedule not including parking fees or any costs associated with any telephone system.

April 1, 2007 through March 31, 2008

\$1,050.00 per month

3. Extension. Provided LESSEE is not in default of this Lease, LESSEE and CITY may mutually agree to extend the term of the Lease as a month to month tenancy, subject to all

original agreements, considerations, covenants, and conditions. City shall have the right to apply an increase to bring the rent to fair market value. To extend, LESSEE and CITY must agree in writing sixty (60) days before the date of which this Lease expires.

4. The Lease, as amended by this First Amendment to Lease Agreement, represents the complete and final understanding of the parties with respect to the subject matter of the Lease. No further modification or amendment of the Lease shall be effective unless set forth in a written instrument executed by a duly authorized representative of the parties. This is an integrated agreement.
5. The effective date of this Amendment will be April 1, 2007.

IN WITNESS WHEREOF, this Lease Amendment is executed by City, acting by and through its Mayor, and by Lessee, acting by and through its lawfully authorized officers.

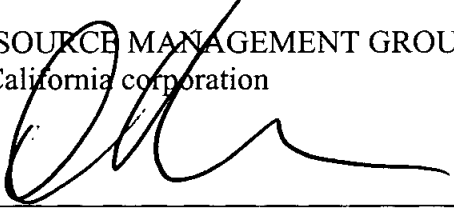
LESSOR:

CITY OF SAN DIEGO, a California municipal corporation

By: 
James F. Barwick, Director
Real Estate Assets Department

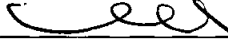
LESSEE:

THE RESOURCE MANAGEMENT GROUP, INC., a California corporation

By: 
Armen Derderian, General Manager

APPROVED AS TO FORM AND LEGALITY, this 28th day of May, 2007.

MICHAEL J. AGUIRRE, San Diego City Attorney

By: 
Deputy City Attorney

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EXHIBIT "A" THE WORLD TRADE CENTER
SECOND FLOOR

