

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE OF REAL PROPERTY is made and entered into this 1st day of March, 2002 between the CITY OF SAN DIEGO, a California municipal corporation ("Lessor"), and GLOBAL ENERGY NETWORK INTERNATIONAL d.b.a. GENI ("Lessee").

RECITALS

A. The parties entered into a lease agreement dated September 18, 1997, First Lease Amendment dated August 20, 1998, Second Lease Amendment dated August 7, 2000, and Third Lease Amendment dated December 14, 2000 ("the Lease"), wherein Lessor leased to GENI that certain real property known as 1250 Sixth Avenue, Suite 901, San Diego, California 92101 (the "Premises") consisting of approximately 485 rentable square feet on the 9th floor.

B. 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.

C. The parties now desire to amend the Lease as provided in this Fourth Lease Amendment.

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

ARTICLE ONE - AMENDMENTS

1. Space Leased: The amount of space leased as set forth in Article 1.1 of the Third Amendment to Lease shall be amended to include Suites 906 and 909 consisting each of approximately 140 rentable square feet as shown on the attached Exhibit A. Total space leased is now approximately 895 rentable square feet.

2. Term of Lease: Article 1.2 of the Third Amendment to Lease shall be amended to include: The lease term for the expansion spaces (Suites 906 and 909) shall commence on March 1, 2002 and will terminate at the same time as the existing leased space, being August 31, 2002.

3. Base Rent: The monthly installment of Base Rent in Article 1.3 of the Third Amendment to Lease shall be amended to now be \$1,182.18 per month or \$1.32 per square foot. The new base rent amount is based on the following: Suite 901 is \$636.56 per month; Suite 907 is \$170.62 per month; Suite 906 is \$187.50 per month; and Suite 909 is \$187.50 per month. The Base Rent for the expansion space will be adjusted in the same manner and at the same time as the Base Rent for the existing space leased. The rent schedule is as follows:

January 1, 2002 through August 31, 2002 - \$1,182.18 per month

4. Security Deposit: Article 12 of the Lease Agreement shall be amended to increase the security deposit to \$1,182.18.

ARTICLE TWO

1. The Lease, as hereby amended by this Fourth Amendment to Lease of Real Property, represents the complete and final understanding of the parties with respect to the subject matter of the Lease, as hereby amended. 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 hereto. This is an integrated agreement.

2. The effective date of this Amendment will be March 1, 2002.

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

LESSOR:

CITY OF SAN DIEGO, a California
municipal Corporation

By: _____

Tim C. Rothans, Deputy Director
Real Estate Assets Department

LESSEE:

GLOBAL ENERGY NETWORK INTERNATIONAL

By: _____

Peter Meisen, President

APPROVED AS TO FORM AND LEGALITY, this 8th day of April, 2002.

CASEY GWINN, City Attorney

By: _____

Debra J. Bevier, Deputy City Attorney

CAN/jmj

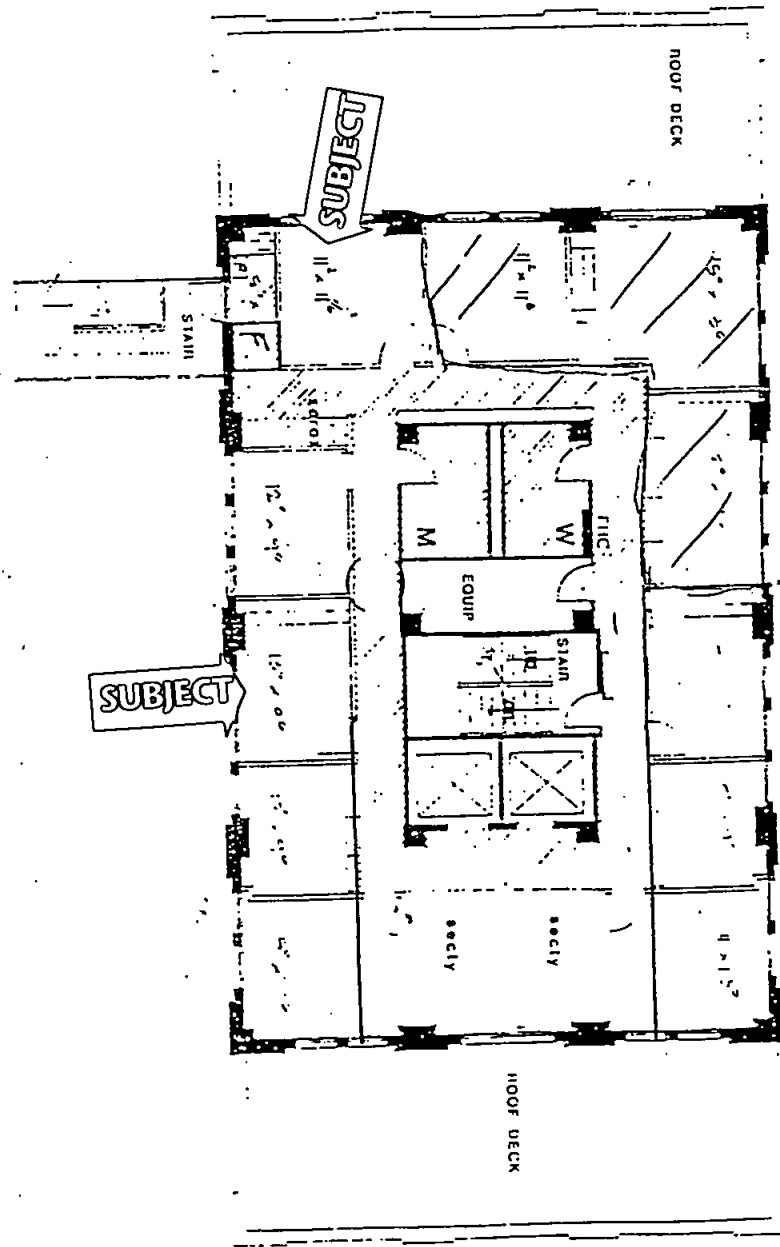
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EXHIBIT "A"

9th Floor

WTC



Subject: WTC 1250 Sixth Ave. Suite 901

Date: Wed, 22 Aug 2001 08:54:46 -0700

From: "David Martens" <MFX@sdcity.sannet.gov>

To: INFO@geni.org

CC: log@property.sannet.gov

Mr. Meisen, this is in response to your faxed letter dated August 21, 2001. Your request to waive the rent increase commencing September 1, 2001 has been denied. Please advise in writing to exercise your option to extend your lease for one additional year. (fax 619-236-6706) Thank you for your tenancy at the WTC.

8/22/01

TO: DAVE MARTENS

FROM: PETER MEISEN

PLEASE EXTEND GENI'S LEASE FOR 1 YEAR.

Peter Meisen

From: David Martens
To: INFO@geni.org
Date: Wed, Aug 22, 2001 8:54 AM
Subject: WTC 1250 Sixth Ave. Suite 901

Mr. Meisen, this is in response to your faxed letter dated August 21, 2001. Your request to waive the rent increase commencing September 1, 2001 has been denied. Please advise in writing to exercise your option to extend your lease for one additional year. (fax 619-236-6706) Thank you for your tenancy at the WTC.

CC: Lucille Goodman

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE OF REAL PROPERTY is made and entered into this 14th day of December, 2000 between the CITY OF SAN DIEGO, a California municipal corporation ("Lessor"), and GLOBAL ENERGY NETWORK INTERNATIONAL d.b.a. GENI ("Lessee").

RECITALS

A. The parties entered into a lease agreement dated September 18, 1997 ("the Lease"), wherein Lessor leased to GENI that certain real property known as 1250 Sixth Avenue, Suite 901, San Diego, California 92101 (the "Premises") consisting of approximately 485 rentable square feet on the 9th floor.

B. 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.

C. The parties now desire to amend the Lease dated September 18, 1997, First Lease Amendment dated August 20, 1998, and Second Lease Amendment dated August 7, 2000, as provided in this Third Lease Amendment.

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

ARTICLE ONE - AMENDMENTS

1. Space Leased: The amount of space leased as set forth in Paragraph 2 of the Lease Agreement shall be amended to include Suite 907 consisting of approximately 130 rentable square feet as shown on the attached Exhibit A. Total space leased is now approximately 615 rentable square feet.

2. Term of Lease: Article 1 of the Second Amendment to Lease shall be amended to include: The lease term for the expansion space (Suite 907) shall commence on January 1, 2001 and will terminate at the same time as the existing leased space, being August 31, 2001.

3. Base Rent: The monthly installment of Base Rent in Article 2 of the Second Amendment to Lease shall be amended to \$768.75 per month or \$1.25 per square foot. The existing space, Suite 901 is \$606.25 per month and Suite 907 is \$125.00 per month. The Base Rent for the expansion space will be adjusted in the same manner and at the same time as the Base Rent for the existing space leased. The rent schedule is as follows: *Handwritten: 11/21/00, 11/21/00, 11/21/00*

January 1, 2001 through August 31, 2001 - \$768.75 per month

ARTICLE TWO

1. The Lease, as hereby amended by this Third Amendment to Lease of Real Property, represents the complete and final understanding of the parties with respect to the subject matter of the Lease, as hereby amended. 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 hereto. This is an integrated agreement.

2. The effective date of this Amendment will be January 1, 2001.

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

LESSOR:

CITY OF SAN DIEGO, a California
municipal Corporation

By: Jane E. Vickers
Jane E. Vickers, Deputy Director
Real Estate Assets Department

LESSEE:

GLOBAL ENERGY NETWORK INTERNATIONAL

By: Peter Meisen
Peter Meisen, President

APPROVED AS TO FORM AND LEGALITY, this 19th day of Dec., 2000.

CASEY GWINN, City Attorney

By: Debra J. Beyier
Debra J. Beyier, Deputy City Attorney

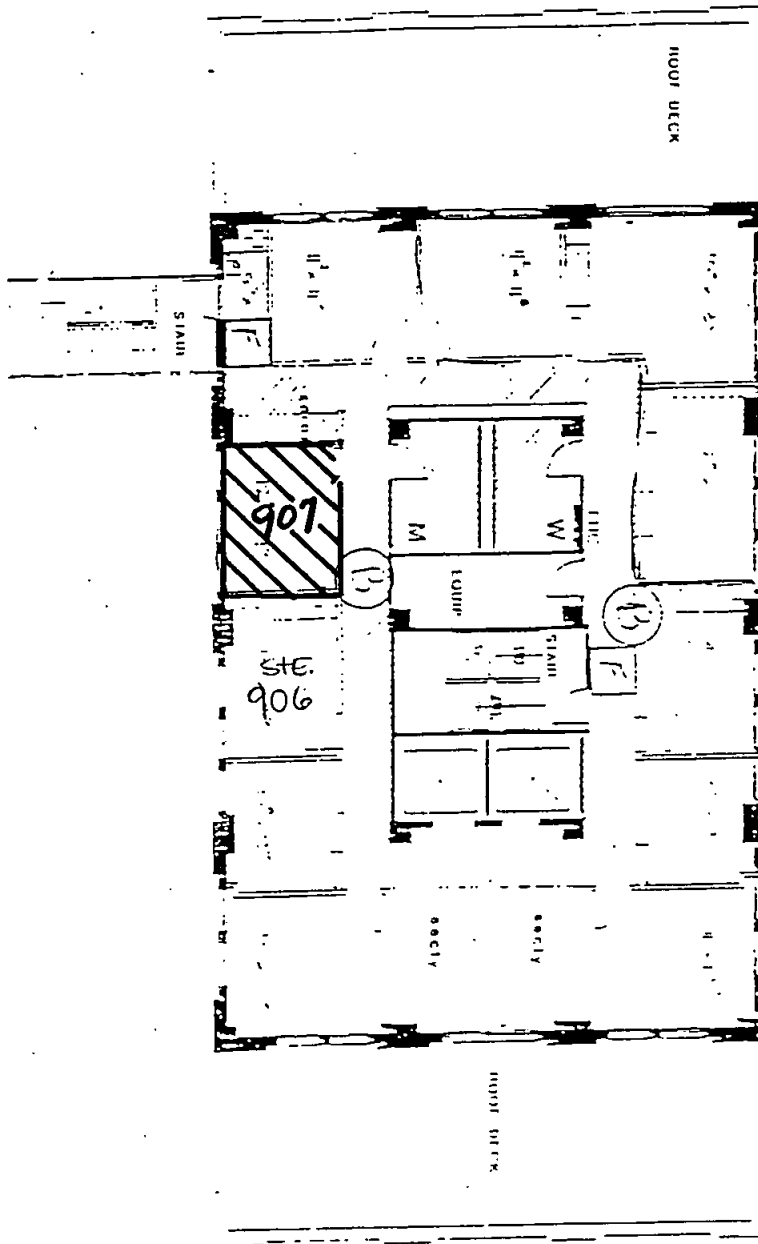
DLM/csn

12/12/00

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EXHIBIT "A"

9th Floor



DUPLICATE

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE OF REAL PROPERTY is made and entered into this 7th day of August, 2000 between the CITY OF SAN DIEGO, a California municipal corporation ("Lessor"), and GLOBAL ENERGY NETWORK INTERNATIONAL dba GENI ("Lessee").

RECITALS

A. The parties entered into a lease agreement dated September 18, 1997 ("the Lease"), wherein Lessor leased to GENI that certain real property known as 1250 Sixth Avenue, Suite 901, San Diego, California 92101 (the "Premises") consisting of approximately 485 rentable square feet on the 9th floor.

B. 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.

C. The parties now desire to amend the Lease dated September 18, 1997 and First Lease Amendment dated August 20, 1998 as provided in this Second Lease Amendment.

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

ARTICLE ONE - AMENDMENTS

1. Term of Lease: The lease term as set forth in Paragraph 1.1 of the First Lease Amendment shall be amended and renewed for one (1) year commencing September 1, 2000 and terminating August 31, 2001.

2. Base Rent: The monthly installment of Base Rent in Paragraph 1.2 of the First Lease Amendment shall be amended to \$606.25 per month or \$1.25 per square foot. The rent schedule is as follows:

September 1, 2000 through August 31, 2001 - \$606.25 per month

3. Option to Extend: The Lease shall be amended to read: Provided that Lessee is not in default, this lease may be extended by Lessee for four (4) additional one (1) year periods, with a 5% increase upon the commencement of each extension period.

ARTICLE TWO

1. The Lease, as hereby amended by this Second Amendment to Lease of Real Property, represents the complete and final understanding of the parties with respect to the subject matter of the Lease, as hereby amended. 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 hereto. This is an integrated agreement.

DOCUMENT NO. RR-294022
FILED OCT 23 2000
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

2. The effective date of this Amendment will be September 1, 2000. This Second Lease Amendment is subject to City Council approval.

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

LESSOR:

CITY OF SAN DIEGO, a California municipal Corporation

By: Jane E. Vickers
Jane E. Vickers, Deputy Director
Real Estate Assets Department

LESSEE:

GLOBAL ENERGY NETWORK
INTERNATIONAL

By: Peter Meisen
Peter Meisen, President

APPROVED AS TO FORM AND LEGALITY, this 3rd day of Nov., 2000.

CASEY GWINN, City Attorney

By: Debra J. Bevier
Debra J. Bevier, Deputy City Attorney

DLM

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R 294022

[illegible]

$V = \text{Vacant}$

WTC

RESOLUTION NUMBER R- **294022**

ADOPTED ON **OCT 23 2000**

WHEREAS, the City of San Diego and Global Energy Network International, d.b.a. GENI ("GENI"), have negotiated a Second Amendment to Lease. The new base rent will be \$606.25 per month, the fair market rate as determined by City valuation staff; and

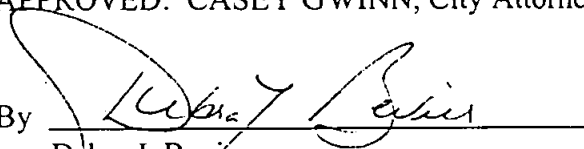
WHEREAS, the new lease will extend GENI's tenancy for one (1) additional year, with four (4) one (1) year options to extend. Each one (1) year option to extend will have a corresponding rent increase of 5% per annum; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is authorized to execute, for and on behalf of the City of San Diego, the Second Amendment to Lease with Global Energy Network International, d.b.a. GENI, for a leasehold area of 485 square feet, at the base rent of \$606.25 per month, under the terms and conditions set forth in that lease agreement, and amendments thereto, on file in the office of the City Clerk as Document No.

RR **294022**

APPROVED: CASEY GWINN, City Attorney

By


Debra J. Bevier

Deputy City Attorney

DJB:cmg
10/06/00
Or.Dept:REA
R-2001-596

Passed and adopted by the Council of San Diego on

OCT 23 2000

by the following vote:

YEAS: MATHIS, STEVENS, BLAIR, STALLINGS, MCCARTY, VARGAS,

MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: WEAR, KEHOE.

AUTHENTICATED BY:

SUSAN GOLDING

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(Seal)

By: MARY A. CEPEDA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of RESOLUTION NO. R- 294022,
passed and adopted by the Council of The City of San Diego,
California on OCT 23 2000.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Mary A. Cepeda, Deputy

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE OF REAL PROPERTY is made and entered into this 20th day of August, 1998 between the CITY OF SAN DIEGO, a California municipal corporation ("Lessor"), and GLOBAL ENERGY NETWORK INTERNATIONAL dba GENI ("Lessee").

RECITALS

A. The parties entered into a lease agreement dated September 18, 1997 ("the Lease"), wherein Lessor leased to GENI that certain real property known as 1250 Sixth Avenue, Suite 901, San Diego, California 92101 (the "Premises") consisting of approximately 485 rentable square feet.

B. 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.

C. The parties now desire to amend the Lease dated September 18, 1997 as provided in this First Lease Amendment.

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

ARTICLE ONE - AMENDMENTS

1.1 Term: The lease term as set forth in Paragraph 4 of the Lease Agreement is amended to one (1) year commencing September 1, 1998 and terminating on August 31, 1999.

WITH EXTENSION FOR SEPT. 1, 1999 → AUG. 31, 2000 AT RENT of \$24.58/mo.
1.2 Base Rent: The monthly installment of Base Rent as set forth in Paragraph 9 of the Lease Agreement is amended to \$504.40 per month. The rent schedule is as follows:

September 1, 1998 - August 31, 1999 mos. 1 through 12 - \$504.40 per month

per original lease 3rd year = \$524.58/month.
Thereafter, future extensions may be subject to the fair market value of comparable space in buildings within the downtown area to be determined in Landlord's reasonable discretion.

1.3 Early Termination: Item "a" of Paragraph 5 of the Lease Agreement regarding The World Trade Center Association's tenancy has been deleted and is no longer a reason for terminating the Lease.

ARTICLE TWO

2.1. The Lease, as hereby amended by this First Amendment to Lease of Real Property, represents the complete and final understanding of the parties with respect to the subject matter of the Lease, as hereby amended. 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 hereto. This is an integrated agreement.

2.2 The effective date of this Amendment will be September 1, 1998.

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

LESSOR:

CITY OF SAN DIEGO, a California municipal
Corporation

By: Jane E. Vickers 9/11/98
Jane E. Vickers, Deputy Director
Real Estate Assets Department

LESSEE:

GLOBAL ENERGY NETWORK
INTERNATIONAL

By: Peter Meisen 8/24/98
Peter Meisen, President

APPROVED AS TO FORM AND LEGALITY, this 18th day of September, 1998.

CASEY GWINN, City Attorney

By: Prescilla Dugard
Prescilla Dugard, Deputy City Attorney