

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT is made and entered into this 23rd day of January, 2006 between the CITY OF SAN DIEGO, a California municipal corporation ("Lessor"), and Richard Lupa, as an individual, d/b/a Wellness Realty. Net ("LESSEE").

RECITALS

1. The parties entered into the Lease Agreement dated August 5, 2002 ("the Lease"), wherein Lessor leased to Richard Lupa that certain real property known as 1250 Sixth Avenue, Suite 202 and Cubicle 66 San Diego, California 92101 (the "Premises") consisting of approximately 220 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 dated August 5, 2002, 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 Space Leased of the Lease is deleted in its entirety and replaced by the following:

A portion of the 2nd floor, also known as Suite No. 202 ("Premises") consisting of approximately 131 rentable square feet as shown on the attached 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 9 Rent of the Lease is deleted in its entirety and replaced by the following:

The Rent for Suite 202 is \$350.00 per month. Total Rent for the Premises is \$350.00 per month. The Rent schedule is as follows:

February 1, 2006 through April 14, 2006	\$350.00
April 15, 2006 through April 14, 2007	\$367.50

3. 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.
4. The effective date of this Amendment will be February 1, 2006.

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

LESSEE:

RICHARD LUPA, as an individual
d/b/a Wellness Realty.Net

By: _____
City Manager, By
Jack D. Farris, Acting Director
Real Estate Assets Department

By: _____
Richard Lupa, President

APPROVED AS TO FORM AND LEGALITY, this _____ day of _____, 2006.

MICHAEL J. AGUIRRE, City Attorney

By: _____
Deputy City Attorney

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