

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT is made and entered into this 5th day of September, 2006 between the CITY OF SAN DIEGO, a California municipal corporation ("Lessor"), and THE CALIFORNIA SCHOOL OF INTERNATIONAL MANAGEMENT, ("Lessee").

RECITALS

1. The parties entered into the Lease Agreement dated June 15, 2006 ("the Lease"), wherein Lessor leased to The California School of International Management that certain real property known as 303 A Street, Suites 301, 305, 306, 309, and 310, San Diego, California (collectively "Premises") consisting of approximately 5,066 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 June 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. 301, 302, 305, 306, 309, and 310, hereinafter called "Premises" consisting of approximately 6,007 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. Parking Space Leased. Lessee shall be entitled to lease six (6) reserved parking spaces at a rate of \$125.00 per month, per space as shown on the attached parking garage layout. City shall have the right to apply an increase to bring the rate to fair market value.
3. 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 the telephone system.

Months 1 - 2	\$0.00 per month
Month 3	\$253.44 per month
Months 4 - 12	\$8,109.10 per month
Months 13 - 24	\$8,514.56 per month
Months 25 - 36	\$8,940.29 per month

Lessee received a one-time rent credit of \$20,517.30 for the original premises and is allocated a one-time credit of \$1,694.00 for Suite 302 as denoted above for the purpose of tenant improvements as listed on Exhibit C attached. All improvements must be completed by November 1, 2006. The above rent schedule reflects an annual rent escalation equal to five percent (5%) on an annual basis. If the Commencement Date is not the first day of a calendar month, then the accrued rent for the partial month at the beginning of the Term shall be prorated on a per diem basis, and paid in conjunction with the rent for the first full month of the Term.

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 September 15, 2006.

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:

LESSEE:

CITY OF SAN DIEGO, a California municipal corporation

THE CALIFORNIA SCHOOL OF INTERNATIONAL MANAGEMENT

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

By: Dr. Michael McManus
Dr. Michael McManus, President

APPROVED AS TO FORM AND LEGALITY, this 25th day of June, 2006.

MICHAEL J. AGUIRRE

By: Brock Ladewig
Brock Ladewig, Deputy City Attorney

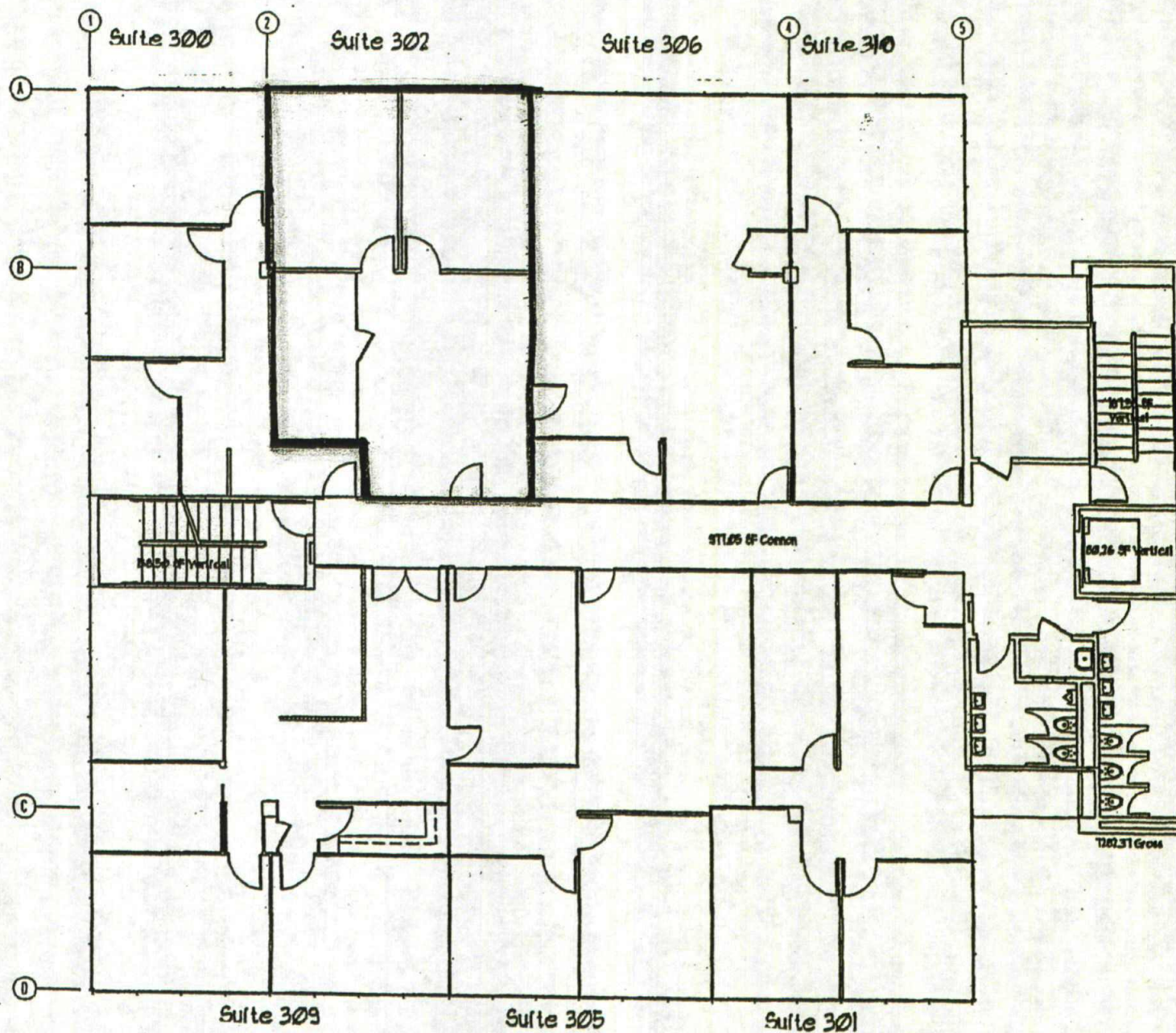
EXHIBIT "C"
The California School of International Management

Tenant Improvements for Suite 302
(Crabtree Building)

Repainting of the interior walls

98 yards of "Salisbury" carpet
180 yards of 6 inch cove base

Removal of existing carpet and floor prep
Installation of carpeting and cove base



1 FLOOR 3 PLAN
 1/8" = 1'-0"

Crabtree Building
303 A Street
Parking Garage Layout

Last Updated:

28-Jan-04

4th Avenue



17	18	19	20	21	22	23	24	25	26
USO	USO	USO	USO	USO	USO	USO	USO	USO	USO

USO	USO	USO	3rd Works	Int'l sch	Int'l sch	Int'l sch	Int'l sch
16	15	14	13	12	11	10	9

Parking
Adjudication
7

Parking
Adjudication
8

3rd Works	3rd Works	3rd Works	3rd Works			Elevator	
1	2	3	4	5	6	Elevator Lobby	