

**FIRST AMENDMENT
TO
CITY OF SAN DIEGO
LEASE
[904 33RD Street, San Diego, CA 92102]**

THIS FIRST AMENDMENT TO CITY OF SAN DIEGO LEASE ("Amendment") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), as Lessor, and BLACK CONTRACTORS ASSOCIATION, a California corporation ("LESSEE"), as Lessee, to be effective as of **January 14, 2019** (the "Amendment Effective Date"), when signed by the parties and approved by the San Diego City Attorney.

RECITALS

- A. CITY owns that certain residential real property consisting of a two-bedroom, one bath single family residence on approximately 0.17 acres of land (Assessor's Parcel Number 545-062-18), located at 904 33rd Street, San Diego, California 92102 ("Premises"), which LESSEE currently leases pursuant to the CITY OF SAN DIEGO PERCENTAGE LEASE between CITY and LESSEE with an effective date of June 1, 2018 ("Lease"); and
- B. CITY and LESSEE have agreed to amend the Lease to a Flat Rate Lease in an effort to clarify the amounts owed by LESSEE; and
- C. Unless otherwise defined herein, capitalized terms as used in this Amendment shall have the same meanings in the Lease.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CITY and LESSEE agree to amend the Lease as follows:

- 1. Section 5.1 Monthly Rent is hereby deleted in its entirety and replaced with the following:

"5.1 Rent. Commencing on the Effective Date of the Lease, the rent payable to CITY shall be paid in advance in quarterly payments of One Hundred Sixty-Five Dollars (\$165.00) ("Quarterly Rent") during the first year of the Term. The Quarterly Rent shall be due on the first day of the first month for each quarter as more specifically described as follows:

<u>Term</u>	<u>Amount to be Paid</u>	<u>Payment Due Date</u>
June 1, 2018 – August 31, 2018	\$165.00	June 1, 2018
September 1, 2018 – November 30, 2018	\$165.00	September 1, 2018
December 1, 2018 – February 28, 2019	\$165.00	December 1, 2018
March 1, 2019 – May 31, 2019	\$165.00	March 1, 2019"

2. Section 5.2 Gross Revenue is hereby deleted in its entirety and replaced with the following:

“5.2 Annual Adjustments to Quarterly Rent. During years two and three of the Term, the Quarterly Rent amounts to be paid are as follows:

<u>Term</u>	<u>Amount to be Paid</u>	<u>Payment Due Date</u>
June 1, 2019 – August 31, 2019	\$180.00	June 1, 2019
September 1, 2019 – November 30, 2019	\$180.00	September 1, 2019
December 1, 2019 – February 28, 2020	\$180.00	December 1, 2019
March 1, 2020 – May 31, 2020	\$180.00	March 1, 2020
June 1, 2020 – August 31, 2020	\$195.00	June 1, 2020
September 1, 2020 – November 30, 2020	\$195.00	September 1, 2020
December 1, 2020 – February 28, 2021	\$195.00	December 1, 2020
March 1, 2021 – May 31, 2021	\$195.00	March 1, 2021”

3. Section 5.6 Annual Statements is hereby deleted in its entirety.
4. All other terms and conditions of the Lease remain unchanged and shall remain in full force and effect, and if there are any conflicts between the Lease and this Amendment, said conflicts shall be resolved in favor of the terms and conditions of this Amendment.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

6. **Authority to Contract.** Each individual executing this Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws or other written rules of conduct or governing agreement, and that this Amendment is binding upon such person or entity in accordance with its terms. Each person executing this Amendment on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Amendment is executed to be effective as of the Amendment Effective Date.

Date: Jan 3, 2019

BLACK CONTRACTORS ASSOCIATION, a
California corporation

BY: [Signature]
Name: Abdullah-Rahim Hamoud
Title: President/CEO

Date: 1/9/19

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: [Signature]
Cybele L. Thompson
Director, Real Estate Assets Department

Approved as to form and legality:

MARA W. ELLIOTT, CITY ATTORNEY

By: [Signature]
Name: Melissa Ables
Title: Deputy City Attorney
Date: 1/14/19