

SECOND AMENDMENT TO
CITY OF SAN DIEGO NON-PROFIT LEASE

THIS SECOND AMENDMENT TO THE CITY OF SAN DIEGO NON-PROFIT LEASE (Second Amendment) is made and entered into between the City of San Diego, a California municipal corporation, as LESSOR, and The Neighborhood House Association, a California non-profit public benefit corporation, as LESSEE, to be effective as of July 1, 2014 (Effective Date).

RECITALS

1. The parties entered into the City of San Diego Non-Profit Lease dated May 14, 2014 ("Lease"), wherein LESSOR leased to LESSEE that certain real property known as the Tubman-Chavez Multicultural Center located at 415 North Euclid Avenue, San Diego, California 92114 (the "Premises") consisting of approximately 7,108 square feet. The parties subsequently executed a First Amendment to the Lease, which amendment was effective as of June 4, 2014.
2. The Lease is in full force and effect, and neither LESSOR nor LESSEE has actual knowledge of any default or breach by the other under the Lease.
3. The parties now desire to amend the Lease, as provided in this Second Amendment.

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

AGREEMENT

1. LESSOR and LESSEE hereby agree that from and after the Effective Date hereof, the original text to Lease section 2. "Allowed Uses" is deleted in its entirety and replaced with the following:

"Allowed Uses. LESSEE shall use the Premises solely for the following "Allowed Uses" and for no other purpose whatsoever without CITY's prior written consent. The Premises are leased to LESSEE for the purposes of operating and maintaining the Premises as a non-profit non-religious community outreach center, and acting as the "Master Sublessor" for the Premises. LESSEE shall also be allowed to use the Premises for any other related or incidental uses as may be first approved in writing by CITY. The use of the Premises for any unauthorized purpose shall subject this Lease to termination at the sole discretion of the CITY.

The LESSEE's four office spaces within the Center (the reception area office space and Offices Nos. Four, Five and Six) shall serve as an enrollment hub for children and families for the LESSEE's Child Development program. As part of this program, LESSEE will offer family and supportive services including by not limited to, an assessment of the needs, desires and goals of the families residing in the surrounding

community. LESSEE will have use of the reception area office space and Offices Nos. Four, Five and Six for no charge (\$0.00) during the term of this Lease.

LESSEE covenants and agrees to use the Premises for the above-specified purposes and to diligently pursue the purposes throughout the term of this Lease."

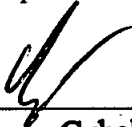
2. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Second Amendment may be executed by a party's signature transmitted by facsimile or PDF email, and copies of this Second Amendment executed and delivered by means of facsimile signatures or PDF email shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon facsimile or email signatures as if such signatures were originals.
3. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect. Effective as of the Effective Date, hereof, all references to the "Lease" shall refer to the Lease as amended by this Second Amendment.

IN WITNESS WHEREOF, this Second Amendment is executed by LESSOR and LESSEE, acting by and through their lawfully authorized officers.

LESSOR:

THE CITY OF SAN DIEGO, a California
municipal corporation

By: _____


Cybele Thompson
Director, Real Estate Assets

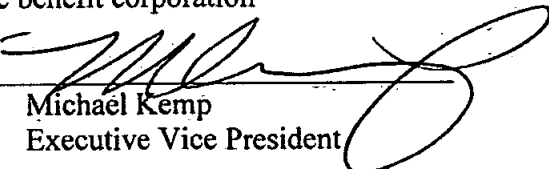
Dated: _____

10/13/14

LESSEE:

THE NEIGHBORHOOD HOUSE
ASSOCIATION, a California non-profit
public benefit corporation

By: _____


Michael Kemp
Executive Vice President

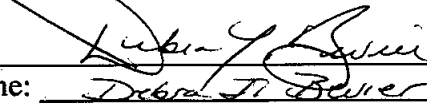
Dated: _____

10/9/14

Approved as to form and legality this
3rd day of November, 2014.

JAN I. GOLDSMITH, City Attorney

By: _____


Name: Debra J. Bauer
Deputy City Attorney

FIRST AMENDMENT TO
CITY OF SAN DIEGO NON-PROFIT LEASE

THIS FIRST AMENDMENT TO THE CITY OF SAN DIEGO NON-PROFIT LEASE (First Amendment) is made and entered into between the City of San Diego, a California municipal corporation, as LESSOR, and The Neighborhood House Association, a California non-profit public benefit corporation, as LESSEE, to be effective as of June 4, 2014 (Effective Date).

RECITALS

1. The parties entered into the City of San Diego Non-Profit Lease dated May 14, 2014 ("Lease"), wherein LESSOR leased to LESSEE that certain real property known as the Tubman-Chavez Multicultural Center located at 415 North Euclid Avenue, San Diego, California 92114 (the "Premises") consisting of approximately 7,108 square feet.
2. The Lease is in full force and effect, and neither LESSOR nor LESSEE has actual knowledge of any default or breach by the other under the Lease.
3. The parties now desire to amend the Lease, as provided in this First Amendment.

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

AGREEMENT

1. LESSOR and LESSEE hereby agree that from and after the Effective Date hereof, the original text to Lease section "32. Utilities." is deleted in its entirety and replaced with the following:

Utilities. LESSEE shall order, obtain and pay the electricity, water and sewer bills for the Premises. Notwithstanding the foregoing, LESSEE shall ultimately be responsible for half (50%) of the invoiced amounts for said services. LESSOR will reimburse the remaining half (50%) of the invoiced amounts to LESSEE in quarterly payments upon the proper and timely submittal of said invoices to LESSOR. LESSEE shall retain copies of all invoices for said electricity, water and sewer services on file for a minimum of three years after receipt thereof. LESSEE shall order, obtain and pay for telephone services and/or internet services for the spaces it occupies, if so desired. LESSEE shall receive no reimbursements from LESSOR for any telephone and/or internet service costs incurred by LESSEE.

2. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. This First Amendment may be executed by a party's signature transmitted by facsimile or PDF email, and copies of this First Amendment executed and

delivered by means of facsimile signatures or PDF email shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon facsimile or email signatures as if such signatures were originals.

3. No Further Modification. Except as set forth in this First Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect. Effective as of the Effective Date hereof, all references to the "Lease" shall refer to the Lease as amended by this First Amendment.

IN WITNESS WHEREOF, this First Amendment is executed by LESSOR and LESSEE, acting by and through their lawfully authorized officers.

LESSOR:

THE CITY OF SAN DIEGO, a California
municipal corporation

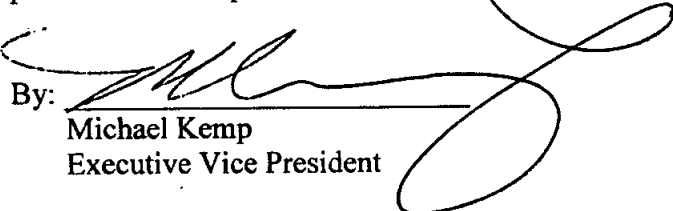
By: 

Kristin Geitz
Interim Director
Real Estate Assets Department

Dated: 7/3/14

LESSEE:

THE NEIGHBORHOOD HOUSE
ASSOCIATION, a California non-profit
public benefit corporation

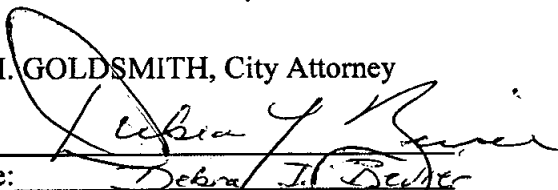
By: 

Michael Kemp
Executive Vice President

Dated: 6-26-14

Approved as to form and legality this
17th day of July, 2014.

JAN I. GOLDSMITH, City Attorney

By: 

Name: Debra J. Bester
Deputy City Attorney