

**FIRST AMENDMENT
TO
LICENSE AGREEMENT
(MTS: Paxton & Lauriston)**

This First Amendment to that certain License Agreement Agreement (“**First Amendment**”), is dated as of March 12, 2024, for reference purposes only, and is entered into by and between the CITY OF SAN DIEGO, a California municipal corporation (“**City**”), and the SAN DIEGO METROPOLITAN TRANSIT SYSTEM, a California public Agency (“**Licensee**”). City and Licensee are sometimes referred to in this First Amendment, each individually, as a “**Party**” or, collectively, as the “**Parties**.” This First Amendment is entered into by City and Licensee with reference to the following recited facts (“**Recitals**”):

RECITALS

A. City and Licensee entered into that certain License Agreement, effective September 15, 2023 (“**License**”);

B. The expiration date (“**Expiration Date**”) of the License Agreement was set out in its section 2.2 as February 29, 2024; and

C. City and Licensee enter into this First Amendment to extend the Expiration Date of the License to allow for Licensee continue the Permitted Use in the License Area;

NOW, THEREFORE, CITY AND LICENSEE AGREE, AS FOLLOWS:

1. The License’s Expiration Date is extended to December 31, 2024.
2. **Confirmation of Agreement.** The License, as amended by this First Amendment, is in all respects confirmed and all the terms, provisions, and conditions of the License, as amended by this First Amendment, shall be and remain in full force and effect.
3. **Incorporation of Recitals.** The Recitals are true and correct and are incorporated into this First Amendment by this reference, as though fully set forth in this First Amendment.
4. **Entire Agreement.** The License, as amended by this First Amendment, represents the entire understanding between the Parties as to the subject matter of the License, as so amended.
5. **Counterparts.** This First Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.
6. **Principles of Interpretation.** No inference in favor of or against any Party shall be drawn from the fact that such Party drafted any part of this First Amendment. The Parties participated substantially in the negotiation, drafting, and revision of this First Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this

First Amendment may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this First Amendment. The words "include" and "including" in this First Amendment shall be construed to be followed by the words: "without limitation." Each collective noun in this First Amendment shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to a document, including this First Amendment, refers to such document, as modified from time to time (excepting any modification that violates the License), and includes all exhibits, schedules, addenda, and riders to such document. The word "or" in this First Amendment includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form, or similar governmental requirement in this First Amendment refers to each such requirement as amended, modified, renumbered, superseded, or succeeded, from time to time.

7. **Governing Law.** The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this First Amendment, without application of conflicts of laws principles or statutes.

8. **Binding on Successors and Assigns.** This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

9. **No Other Representations or Warranties.** Except as expressly set forth in this First Amendment, no Party makes any representation or warranty material to this First Amendment to any other Party.

10. **Incorporation of Defined Terms.** All terms, phrases, or words indicated to be defined terms by initial capitalization in this First Amendment that are not specifically defined in this First Amendment (if any) shall have the meaning ascribed to the same term, phrase, or word in the License.

11. **Electronic Signatures.** The Parties agree: (a) to deliver and accept signatures on or pursuant to this First Amendment by e-mail, or electronic means (including digital signatures); and (b) that signatures delivered by e-mail, or electronic means (including digital signatures) shall be binding as originals upon the Party so signing and delivering.

[Remainder of page intentionally blank. Signatures appear on immediately following page.]

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
LICENSE AGREEMENT
(MTS: Paxton & Lauriston)**

IN WITNESS WHEREOF, City and Licensee sign and enter into this First Amendment, by and through the signatures of their respective authorized representatives, as follow:

CITY:

The City of San Diego, a California
municipal corporation

LICENSEE:

San Diego Metropolitan Transit System, a
California public agency

By: Lucy Contreras
Name: Lucy Contreras
Title: Deputy Director, Real Estate

Mar 6, 2024

By: Karen Landers
Name: Karen Landers
Title: General Counsel

APPROVED AS TO FORM
on March 12, 2024:

MARA W. ELLIOT
City Attorney

By: Andrew J. Alfonso
Andrew J. Alfonso
Deputy City Attorney