

FIRST AMENDMENT TO LICENSE AGREEMENT

(Training Resources Ltd.: 2556 McCain Road / APN 450-790-29-00)

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("**First Amendment**") is dated as of October 1, 2024 ("**Effective Date**"), for reference purposes only, and is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("**City**"), and TRAINING RESOURCES LTD., a Nevada corporation ("**Licensee**"). City and Licensee are sometimes referred to in this First Amendment, each individually, as a "**Party**" and, collectively, as the "**Parties**." This First Amendment is entered into by the Parties with reference to the following recited facts ("**Recitals**"):

RECITALS

- A. City and Licensee are parties that certain License Agreement, dated as of March 19, 2024 (the "**License**"), with respect to (1) that certain real property commonly known as Assessor Parcel Number 450-790-29-00 and commonly referred to as the Camp Nimitz, Naval Training Center located at 2556 McCain Road in the City of San Diego (the "**Property**") and (2) the approximately 4,221 square feet (comprising two (2) workshops on a portion of the second floor of the Property, seven (7) rooms for security training, firefighting training, training equipment storage, one (1) classroom, and outdoor patio areas consisting of approximately 1,395 square feet), located within and outside the "**B**" wing of Building 89 at the Property – all as more described and generally depicted in Exhibit B to the License (the "**License Area**").
- B. Licensee desires to reduce the size of the License Area and move its firefighting training and storage containers to a different location.
- C. The City is amenable to reducing the size of the License Area and, correspondingly, reducing the License Fee¹ in accordance with this First Amendment.
- D. The Parties desire to amend the License as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the respective promises of the Parties set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- I. **Amendment of Section 26 of Exhibit A.** Section 26 of Exhibit A to the License is hereby replaced in its entirety as follows:

26. **License Fee.** Licensee shall pay to the City a monthly fee of \$1,045.00, which amount shall automatically increase each Year by three percent (3%), without the need for any further notice by the City.

¹ All capitalized terms used but not defined in this First Amendment shall have the meaning ascribed to them in the License.

2. **Amendment of Section 36 of Exhibit A.** Section 36 of Exhibit A to the License is hereby replaced in its entirety as follows:

36. **Permitted Use.** Non-exclusive use of the License Area solely for security training and other incidental uses as City may allow by separate written consent.

3. **Amendment of Exhibit B.** Exhibit B of the License is hereby replaced with the Exhibit B attached to this First Amendment.

4. **Confirmation of Agreement; Effectiveness of First Amendment.** 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. The changes set forth in Sections 1 through 3 above shall become effective as of the Effective Date of this First Amendment.

5. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this First Amendment by this reference, as though fully set forth in this First Amendment.

6. **Governing Law.** This First Amendment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

7. **Counterparts.** This First Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including facsimile or electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.

8. **No Other Amendments; First Amendment Governs and Controls.** To the extent any provisions in this First Amendment are inconsistent with any provisions in the License, the provisions of this First Amendment shall govern and control. The License, as amended by this First Amendment, represents the entire understanding between the Parties as to the subject matter of the License.

9. **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 Lease), 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.

10. 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:

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

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**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
LICENSE AGREEMENT**

City and Licensee sign and enter into this First Amendment by and through the signatures of their respective authorized representatives as follows:

CITY:

THE CITY OF SAN DIEGO, a California
municipal corporation

By: *Lucy Contreras*
Lucy Contreras
Deputy Director, Real Estate
Economic Development Department

LICENSEE:

TRAINING RESOURCES, LTD., a Nevada
corporation

By: 
David B. Abrams
Chief Executive Officer

Approved as to form on

09/30/2024 :

MARA W. ELLIOTT, City Attorney

By: *Brian Byun*
Brian Byun (Sep 30, 2024 14:02 PDT)
Brian W. Byun
Deputy City Attorney

EXHIBIT B

The "License Area" is a portion of Assessor Parcel Number 450-790-29-00, spanning approximately 1,392 square feet. This area includes six (6) rooms designated for security training, situated on part of the third floor, as well as use of the stairwell and restrooms. This training is located within the "B" wing of building 89 at Camp Nimitz, Naval Training Center, situated at 2556 McCain Road, and generally identified in the following photograph outlined in red:

