

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR
OCCUPANCY OF THE CONCOURSE BY COMMUNICATIONS – PUBLISHING
SERVICES DIVISION - PRINT SHOP**

This First Amendment (First Amendment) is made and entered into by and between **Department of Real Estate and Airport Management, (formerly Real Estate Assets Department)** (“CITY”) and **Communications – Publishing Services Division – Print Shop (formerly Purchasing and Contracting – Publishing Services Division)** (“DEPARTMENT”) to be effective August 1, 2023.

Recitals

- A. CITY and DEPARTMENT entered into that certain Memorandum of Understanding (“MOU”) for occupancy in a portion of Plaza Hall in the City’s Concourse located at 202 “C” Street in San Diego, California 92101.
- B. CITY and DEPARTMENT now wish to amend the MOU to reduce square footage of the Premises, extend the term that DEPARTMENT is permitted to occupy, modify the rent, and notices.
- C. Unless otherwise defined herein, capitalized terms as used in this First Amendment shall have the same meanings as given therefore in the Memorandum of Understanding.

NOW THEREFORE, based on the Recitals set forth above which are incorporated herein, and for good and valuable consideration, the parties agree to amend the Lease as follows:

Amendment

- 1. Paragraph 1. Shall be modified as follows:

The Premises shall now be 4,924 square feet.

- 2. Paragraph 3. Shall be modified as follows:

The term of the MOU shall be three (3) years commencing August 1, 2023 and expiring on July 31, 2026. (“Extended Term”)

- 3. Paragraph 5. The Right to Extend shall be in effect under the same terms and conditions in the Extended Term.
- 4. Paragraph 7. Rent will be made quarterly at \$12,113.04 including cost for half of the loading dock. (\$48,452.16 annually)

5. Paragraph 20. Notices for DEPARTMENT shall be modified as follows:

- a. Communications to replace Purchasing and Contracting Department
- b. Attn: Alex Handy, Creative Services Manager to replace Sam Merrill, Program Manager

Notices for the CITY shall be modified as follows:

- a. Department of Real Estate and Airport Management to replace Real Estate Assets Department
- b. Municipal Asset Services to replace Corporate Services.

6. No Other Changes. All other terms and conditions of the MOU shall remain in full force and effect, and if there are any conflicts between the MOU and this First Amendment, said conflicts shall be resolved in favor of the terms and conditions of this First Amendment.

7. Authority. Each individual executing this First Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this First 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 First Amendment is binding upon such person or entity in accordance with its terms. Each person executing this First 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 First Amendment is executed to be effective as of the dates below.

DEPARTMENT:

CITY OF SAN DIEGO – COMMUNICATIONS

Date: July 28, 2023

By: Nicole Darling

Name: Nicole Darling

Title: Director – Communications

CITY:

THE CITY OF SAN DIEGO,
a California municipal corporation

Date: Jul 28, 2023

By: Penny Maus

Name: Penny Maus

Title: Director, Department of Real Estate and
Airport Management