

LANDLORD'S CONSENT
TO ASSIGNMENT OF LEASE

THIS LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE is made by CIVIC CENTER ASSOCIATES, a California corporation ("LANDLORD"), to be effective as of December 30, 2013, as follows:

1. Lease. LANDLORD, as lessor (as the successor in interest to Pacific Southwest Realty Company, a Delaware corporation, the original lessor), and SAN DIEGO DATA PROCESSING CORPORATION, INC., a California corporation ("SDDPC"), as lessee, are parties to that certain LEASE dated April 3, 1992, for office space on the fourth floor of Security Pacific Plaza (now Civic Center Plaza) located at 1200 Third Avenue, San Diego, California 92101. The Lease was amended by that certain AMENDMENT TO LEASE dated November 22, 1994, that certain SECOND AMENDMENT TO LEASE dated April 1, 1996, that certain THIRD AMENDMENT TO LEASE dated October 31, 1996, that certain FOURTH AMENDMENT TO LEASE dated March 28, 1997, that certain FIFTH AMENDMENT TO LEASE dated August 15, 1997, that certain SIXTH AMENDMENT TO LEASE dated October 15, 1997, that certain SEVENTH AMENDMENT TO LEASE dated April 15, 1998, that certain EIGHTH AMENDMENT TO LEASE dated October 22, 1999, and that certain NINTH AMENDMENT TO LEASE dated June 29, 2007. The LEASE, as amended, is referred to herein as the "Lease."
2. SDDPC Dissolution. On August 5, 2013, by San Diego Resolution No. R-308378, THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), acting as the sole member of SDDPC, approved the winding up and dissolution of SDDPC and the distribution of SDDPC's assets to CITY as set forth therein. SDDPC will be dissolved as of December 30, 2013.
3. Assignment. SDDPC, as assignor, and CITY, as assignee, have entered into that certain ASSIGNMENT AND ASSUMPTION OF LEASE dated as of December 30, 2013 (the "Assignment Agreement"), whereby SDDPC is assigning the Lease to CITY (the "Assignment") as of December 30, 2013.
4. Consent Required. Lease Article 40 requires LANDLORD's prior written consent to the Assignment.
5. Waiver of Notice Period. LANDLORD hereby waives the 60-day notice period required by Lease Article 40.
6. Consent. LANDLORD hereby acknowledges and accepts the Assignment Agreement and consents to the Assignment.

CIVIC CENTER ASSOCIATES, a California
corporation

BY: _____

Name: RICHARD WOLFFEN

Title: PRESIDENT, POLK ASSET MGMT, IT'S MANAGER

Date: JANUARY 9, 2014

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made by and between SAN DIEGO DATA PROCESSING CORPORATION, INC., a California corporation, as assignor ("SDDPC"), and THE CITY OF SAN DIEGO, a California municipal corporation, as assignee ("CITY"), to be effective as of December 30, 2013 (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney.

RECITALS

- A. SDDPC, as lessee, entered into that certain LEASE dated April 3, 1992, with Pacific Southwest Realty Company, a Delaware corporation, as lessor, for office space on the fourth floor of Security Pacific Plaza (now Civic Center Plaza) located at 1200 Third Avenue, San Diego, California 92101, attached as Exhibit A. The lessor by succession under the Lease is now Civic Center Associates, a California corporation. The Lease was amended by that certain AMENDMENT TO LEASE dated November 22, 1994, that certain SECOND AMENDMENT TO LEASE dated April 1, 1996, that certain THIRD AMENDMENT TO LEASE dated October 31, 1996, that certain FOURTH AMENDMENT TO LEASE dated March 28, 1997, that certain FIFTH AMENDMENT TO LEASE dated August 15, 1997, that certain SIXTH AMENDMENT TO LEASE dated October 15, 1997, that certain SEVENTH AMENDMENT TO LEASE dated April 15, 1998, that certain EIGHTH AMENDMENT TO LEASE dated October 22, 1999, and that certain NINTH AMENDMENT TO LEASE dated June 29, 2007. The Lease, as amended, is referred to herein as the "Lease."
- B. On August 5, 2013, by San Diego Resolution No. R-308378, CITY, acting as the sole member of SDDPC, approved the winding up and dissolution of SDDPC and the distribution of SDDPC's assets to CITY as set forth therein.
- C. SDDPC wishes to assign the Lease to CITY, and CITY wishes to assume the Lease and perform the obligations of the lessee thereunder.
- D. All defined terms not otherwise expressly defined herein shall have the respective meanings given in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. Assignment of Lease. SDDPC hereby assigns and transfers to CITY all of its right, title, interest and future obligations in and to the Lease as of the Effective Date.
- 2. Acceptance of Assignment and Obligations. As of the Effective Date, and except as expressly provided in this Assignment, CITY agrees to, and accepts, the assignment of the Lease, and assumes and covenants to keep, perform, and fulfill, the terms, covenants, conditions, and obligations of the Lease required to be kept, performed, and fulfilled by SDDPC on and after the Effective Date. CITY does not assume, and hereby expressly disclaims any obligation or responsibility for any obligations or liabilities of SDDPC under the Lease with respect to or relating to any period prior to the Effective Date.
- 3. Estoppel. To SDDPC's actual knowledge as of the Effective Date: (i) there are no breaches or defaults by either SDDPC or the lessor under the Lease; (ii) there is no pending litigation related to the Lease; (iii) SDDPC has not received notice of any claimed breach or default, or of any litigation relating to the Lease; (iv) the interest of SDDPC under the Lease has not been encumbered, assigned, subordinated or committed as security for any debt or obligation; and (v) SDDPC has the full right, power and authority to enter into this Assignment.
- 4. Partial Invalidity. If any term, provision or condition contained in this Assignment shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Assignment, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is determined to be invalid or unenforceable, shall not be

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RECITALS

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NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. Assignment of Lease. SDDPC hereby assigns and transfers to CITY all of its right, title, interest and future obligations in and to the Lease as of the Effective Date.
- 2. Acceptance of Assignment and Obligations. As of the Effective Date, and except as expressly provided in this Assignment, CITY agrees to, and accepts, the assignment of the Lease, and assumes and covenants to keep, perform, and fulfill, the terms, covenants, conditions, and obligations of the Lease required to be kept, performed, and fulfilled by SDDPC on and after the Effective Date. CITY does not assume, and hereby expressly disclaims any obligation or responsibility for any obligations or liabilities of SDDPC under the Lease with respect to or relating to any period prior to the Effective Date.
- 3. Estoppel. To SDDPC's actual knowledge as of the Effective Date: (i) there are no breaches or defaults by either SDDPC or the lessor under the Lease; (ii) there is no pending litigation related to the Lease; (iii) SDDPC has not received notice of any claimed breach or default, or of any litigation relating to the Lease; (iv) the interest of SDDPC under the Lease has not been encumbered, assigned, subordinated or committed as security for any debt or obligation; and (v) SDDPC has the full right, power and authority to enter into this Assignment.
- 4. Partial Invalidity. If any term, provision or condition contained in this Assignment shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Assignment, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is determined to be invalid or unenforceable, shall not be

affected thereby, and each and every other term, provision and condition of this Assignment shall be valid and enforceable to the fullest extent possible permitted by law.

5. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding on, the successors and assigns of the parties hereto.
6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

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

SAN DIEGO DATA PROCESSING
CORPORATION, INC., a California corporation

BY: Mary E. Erlsenborn
Name: MARY E. ERLSENBORN
Title: CHIEF FINANCIAL OFFICER
Date: DECEMBER 17, 2013

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: Stacey W. Luedke
Name: STACEY W. LUEDKE
Title: Asst. Chief of Police
Date: 12-18-13

Environmental Analysis Section Environmental Clearance:

Date: _____

BY: _____

Name: _____

Title: _____

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Lease

[TO FOLLOW BEHIND THIS PAGE]

Suite 400
Approx. 2,825 RSF
SDDPC CCP 4th Floor
03/01/2012

