

THIRD AMENDMENT TO STANDARD INDUSTRIAL NET LEASE

This Third Amendment to Standard Industrial Net Lease ("Third Amendment"), is executed as of October _____, 2017, by and between COLLINS BUSINESS PARK TIC ("Landlord"), and THE CITY OF CHULA VISTA, a municipal corporation ("Tenant"), with reference to the following facts:

RECITALS

A. On or about July 30, 2010, Landlord's predecessor-in-interest and Tenant entered into a Standard Industrial Net Lease (the "Lease") for the commercial real property located at [REDACTED] San Diego, CA [REDACTED], consisting of approximately 18,220 rentable square feet (the "Initial Premises").

B. On or about January 26, 2011, Landlord's predecessor-in-interest and Tenant entered into a First Amendment to Standard Industrial Net Lease (the "First Amendment"), which provided, among other things, for an extension of the Lease term, through March 31, 2014, on the terms and conditions stated therein.

C. On or about August 28, 2012, Landlord's predecessor-in-interest and Tenant entered into a Second Amendment to Standard Industrial Net Lease (the "Second Amendment"), which provided, among other things, as follows: (i) for an expansion of the Initial Premises to include approximately 5,795 rentable square feet at [REDACTED] San Diego, CA [REDACTED] (the "Expansion Premises"); and (ii) for an extension of the Lease term, through October 31, 2017, on the terms and conditions stated therein.

D. The term "Lease," as used herein, shall refer to the Lease, as amended by the First Amendment, and Second Amendment, respectively. The term "Premises," as used herein shall be deemed to refer to the Initial Premises and the Expansion Premises collectively, consisting of approximately 24,015 rentable square.

E. Landlord subsequently acquired its predecessors' right, title and interest in the Premises and has assumed its predecessors' obligations under the Lease.

F. Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

G. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other valuable consideration, the receipt of which is hereby acknowledged, the Lease is hereby amended as follows:

1. Lease Term. The term of the Lease shall be extended for an additional two (2) years, commencing on November 1, 2017, and expiring on October 31, 2019 (the "Extended Lease Term"). The new "Expiration Date" shall be October 31, 2019.

2. Minimum Monthly Rent. The Minimum Monthly Rent for the Premises (as defined in Section 1.5 of the Lease and subsequently modified by the First Amendment and Second Amendment) shall be as follows:

November 1, 2017, through October 31, 2018:	\$37,223.25 per month
November 1, 2018, through October 31, 2019:	\$38,339.95 per month

Tenant shall be required to pay Operating Costs (Article 6), Maintenance and Repairs (Article 7), Real Property Taxes (Article 8), Insurance Costs (Article 9), Utilities (Article 10), and any and all other monetary obligations required to be paid by Tenant under the Lease during the entire Extended Lease Term.

3. No Other Change. The Lease, together with all Exhibits, and the First Amendment, Second Amendment, and Third Amendments, constitutes the entire agreement between Landlord and Tenant pertaining to the Premises, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. The Lease, as amended

by this Third Amendment, may not be further modified or amended except by an instrument in writing, executed by the party to be charged thereby. Except as specifically set forth in this Third Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

4. **Brokers.** Landlord and Tenant hereby represent and warrant that such parties have not retained any real estate broker, agent, or finder in connection with the negotiation of this Third Amendment and each party hereby indemnifies, defends and hold harmless the other party from and against any brokerage commission or fee claimed by any real estate broker, agent, or finder based upon the actions or statements of the indemnifying party.

5. **Recitals.** Recitals A through G above are incorporated herein by this reference as though set forth in full.

6. **Third Amendment Controls.** In the event of a dispute arises between the terms of this Third Amendment and the terms of the Lease, the terms of the Third Amendment shall control.

7. **Authority.** Each party acknowledges that (i) he/she/it is legally authorized and directed to enter into this Third Amendment, thereby amending the Lease obligation to which he/she/it is bound by the provisions of this Third Amendment, and (ii) the person(s) executing this Third Amendment on his/her/its behalf have been duly authorized and directed to execute this Third Amendment.

8. **Counterparts; E-Mail; Facsimile.** This Third Amendment may be executed in one or more counterparts, all of which shall constitute a single agreement and each of which shall be deemed an original for all intents and purposes. This Third Amendment may be executed by e-mail or facsimile of one or more parties delivered to the other parties (or to the counsel thereto) and the e-mail or facsimile signature(s) shall constitute delivery of this Third Amendment. A fully executed e-mail or facsimile may constitute an original for all intents and purposes.


IN WITNESS WHEREOF, this Third Amendment is executed as of the date first above written.

LANDLORD:

COLLINS BUSINESS TIC

Miller Commercial Properties, LLC
a California limited liability company
Its General Partner

By: Grant Matthew Miller 2011
Irrevocable Trust,
Its: Member

By: 
Name: Grant Matthew Miller
Its: Trustee

TENANT:

THE CITY OF CHULA VISTA, a municipal corporation

By: _____
Title: _____

By: _____
Title: _____