

**AMENDMENT NO.1 TO AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
R.I. PROPERTIES, INC.  
dba  
RETAIL INSITE  
for  
REAL ESTATE BROKER SERVICES  
AGREEMENT NO. 163-2018**

The parties to this Amendment No. 1 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a Public Corporation (District) and R.I. PROPERTIES, INC. dba RETAIL INSITE, a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Real Estate Broker Services. The agreement is on file in the Office of the District Clerk as Document No. 68690 dated July 24, 2019. It is now proposed to increase the Agreement amount by \$400,000 from a total of \$200,000 to \$600,000, and to amend Section 3.a., Section 3.b., Section 23.a., Attachment A, Scope of Services Section B. Leasing, and Attachment B, Compensation & Invoicing Section 1.Compensation.

The Parties Agree:

1. Section 3.a. **Maximum Expenditure**, shall be deleted in its entirety and be replaced with the following:
  - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$600,000 overall and also shall not exceed \$200,000 in any fiscal year (July 1-June 30). Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing

immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

2. Section 3.b. **Payment Procedure**, shall be deleted in its entirety and replaced with the following:

- b. **Payment Procedure**. Said compensation shall be paid following execution of a new lease by District and occupancy by the proposed tenant as follows:

- (1) Fifty percent (50%) of the compensation shall be paid within thirty (30) days after the effective date of the ordinance granting the lease agreement; or after the District executes the lease agreement, whichever is sooner
    - (2) The remaining fifty percent (50%) of the compensation shall be paid thirty (30) days from the date of the occupancy by the tenant and/or payment to the District of the first month's rent, whichever is sooner.

3. Section 23.a. **EXECUTIVE DIRECTOR'S SIGNATURE**, shall be deleted in its entirety and replaced with the following:

- a. Submit all correspondence regarding this Agreement to:  
San Diego Unified Port District  
Attention: Real Estate  
P.O. Box 120488  
San Diego, CA 92112-0488

4. **ATTACHMENT A, SCOPE OF SERVICES**, Section B., **Leasing**, shall be deleted in its entirety and replaced with the following:

- B. **Leasing** – Identify, solicit, and recommend prospective new tenants; negotiation and facilitation of new leases with new tenants and relocations of existing tenants at Seaport Village (excluding negotiation and facilitation of lease renewals with existing tenants at Seaport Village); verify the background, suitability, financial viability and creditworthiness of prospective new tenants; and provide other services, as requested by the District, in the normal course of a specialty retail center leasing program.

4. **ATTACHMENT B, COMPENSATION & INVOICING, Section 1. COMPENSATION**, shall be deleted in its entirety and replaced with the following:

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder within the term of this Agreement based on the following:
- (1) For all lease agreements for which Service Provider provides services except for relocations of existing tenants at Seaport Village, the greater of six percent (6%) of the total minimum annual rent (excluding option terms and excluding operating expense reimbursements), or \$7,500 per lease agreement.
  - (2) For all lease agreements for which Service Provider provides services that are relocations of existing tenants at Seaport Village, the greater of three percent (3%) of the total minimum annual rent (excluding option terms and excluding operating expenses reimbursements) or \$3,750.00 per lease agreement.
  - (3) District shall not pay Service Provider compensation if an existing tenant at Seaport Village exercises current lease option.

5. **ATTACHMENT B, COMPENSATION & INVOICING, Section 2.f.** shall be deleted in its entirety and replaced with the following:

- f. Pursuant to the payment schedule in Section 3.b., Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider in accordance with Section 3.b. after receipt by District of a proper invoice.

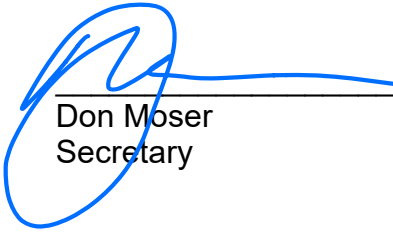
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6. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

**SAN DIEGO UNIFIED PORT DISTRICT**

**R.I. PROPERTIES, INC. dba  
RETAIL INSITE**

\_\_\_\_\_  
Tony Gordon  
Director, Real Estate

  
\_\_\_\_\_  
Don Moser  
Secretary

Approved as to form and legality:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.