

## ATTACHMENT A

### FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CENTRE CITY DEVELOPMENT CORPORATION AND KEYSER MARSTON ASSOCIATES, INC.

This First Amendment (“Amendment”), dated this \_\_\_\_ day of \_\_\_\_\_, 2011, for reference purposes only, is entered into by and between the Centre City Development Corporation, a California non-profit public benefit corporation, with its principal place of business at 401 B Street, 4<sup>th</sup> Floor, San Diego, California 92101 (“Corporation”) and Keyser Marston Associates, Inc., with its principal place of business at 1660 Hotel Circle North, Suite 716, San Diego, CA 92108 (“Consultant”). The Corporation and Consultant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.” This First Amendment is entered into in light of the following recited facts (each a “Recital”).

#### RECITALS

A. The Corporation is a non-profit public benefit corporation created by the City of San Diego (“City”) to provide redevelopment services to the Redevelopment Agency of the City of San Diego (“Agency”) and land use services to the City.

B. The Corporation is authorized to enter into contracts pursuant to the California Nonprofit Public Benefit Corporation Law (Corp. Code § 5110 *et seq.*), its Articles of Incorporation, its Bylaws and its Operating Agreement with the Agency.

C. The Corporation under the Professional Services Agreement dated July 14, 2010 (“Agreement”), has retained the services of Consultant, an economic, financial, and market consulting firm, to provide professional services relating to as-needed economic, financial, market consulting (the “Project”).

D. The Corporation and the Consultant desire to amend the aforesaid Agreement in order to increase the Time and Materials Not to Exceed Amount.

E. Amendment Authority. This First Amendment is authorized pursuant to Section 14(f) of the Agreement.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

#### TERMS

1. COMPENSATION: The Time and Materials Not to Exceed Amount defined in Section 2 “COMPENSATION” of the Agreement is hereby amended to increase by \$340,000, from \$250,000 to \$590,000.

2. CONTINUING EFFECT OF AGREEMENT. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3. ASSIGNMENT. Corporation may, at its sole discretion, assign the Agreement wholly or partially to the City, to the Agency, or to any successor entity of the Agency or of the Corporation.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first written above.

CENTRE CITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Frank J. Alessi

Its: Executive Vice President and Chief Financial Officer

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

KEYSER MARSTON ASSOCIATES, INC.

By: Paul C. Marra

Print Name: Paul C. Marra

Its: Vice President & Secretary

Dated this 8th day of April 2011

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP  
CENTRE CITY DEVELOPMENT CORPORATION CORPORATE COUNSEL

By: J. Miller

Dated this 6 day of April 2011