

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is made this 4th day of June, 1997 by and between WEST COAST UPTOWN PARTNERS, L.P. ("Landlord"), and CITY OF SAN DIEGO, SAN DIEGO POLICE DEPARTMENT ("TENANT").

WITNESSETH:

WHEREAS, Gap Portfolio Partners ("Gap") and City of San Diego, San Diego Police Department ("SDPD") executed that certain Lease dated May 1, 1993 ("Lease") as modified by First Amendment to Lease dated April 17, 1995 with respect to certain Premises located in the Uptown District Shopping Center ("Shopping Center"), City of San Diego, State of California, all as more particularly described in the Lease; and

WHEREAS, Landlord has succeeded to the interests of Gap in and to the Shopping Center, the Lease and the Premises; and

WHEREAS, Landlord and Tenant desire to modify certain terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged and agreed, Landlord and Tenant hereby agree as follows:

1. The foregoing recitals are true and correct and hereby constitute a part of this Amendment.
2. Tenant currently occupies the Premises known as 1010 University Avenue, Suite C-109 and will relocate to that certain space in the Shopping Center more commonly known as 1040 University Avenue, Suite B-205. Accordingly, all reference in the Lease to the term Premises shall hereinafter be deemed to mean Suite B-205, which area is approximately One Thousand Nine Hundred Eighty Nine (1989) square feet. Such relocation shall be effective upon the date that Landlord delivers possession of Suite B-205 to Tenant.
3. Except as hereby modified, the remaining terms of the Lease shall remain unchanged and in full force and effect. If there is any conflict between the terms and provisions of the Lease and the terms and provisions of this Second Amendment, this Second Amendment shall control.
4. All terms and definitions used in this Second Amendment, not specifically defined herein, shall be deemed to have the meaning ascribed to such term in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

LANDLORD:

WEST COAST UPTOWN PARTNERS, L.P.,
a Delaware limited partnership

By: The Bosc Group, Inc.
Its: General Partner

By: [Signature]
Name: Basim Binne
Title: President

TENANT:

CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT

By: [Signature]
Name: Jane E. Vickers
Title: Deputy Director

Approved as to form and legality

this 21st day of May, 1997.
CASEY GWINN, City Attorney

[Signature]

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made this 17th day of April, 1995 by and between WEST COAST UPTOWN PARTNERS, L.P. ("Landlord"), and CITY OF SAN DIEGO, SAN DIEGO POLICE DEPARTMENT ("TENANT").

W I T N E S S E T H :

WHEREAS, Gap Portfolio Partners ("Gap") and City of San Diego, San Diego Police Department ("SDPD") executed that certain Lease dated January 6, 1994 ("Lease") as modified by Modification Of Lease dated May 1, 1993 with respect to certain Premises located in the Uptown District Shopping Center ("Shopping Center"), City of San Diego, State of California, all as more particularly described in the Lease; and

WHEREAS, Landlord has succeeded to the interests of Gap in and to the Shopping Center, the Lease and the Premises; and

WHEREAS, Landlord and Tenant desire to modify certain terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the foregoing and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and agreed, Landlord and Tenant hereby agree as follows:

1. The foregoing recitals are true and correct and hereby constitute a part of this Amendment.

2. Tenant currently occupies the Premises known as 1010 University Avenue, Suite C107 and will relocate to that certain space in the Shopping Center more commonly known as 1010 University Avenue, Suite C109. Accordingly, all reference in the Lease to the term Premises shall hereinafter be deemed to mean Suite C109, which area is approximately One Thousand One Hundred Eighty Nine (1189) square feet.

3. Except as hereby modified, the remaining terms of the Lease shall remain unchanged and in full force and effect. If there is any conflict between the terms and provisions of the Lease and the terms and provisions of this First Amendment, this First Amendment shall control.

4. All terms and definitions used in this First Amendment, not specifically defined herein, shall be deemed to have the meaning ascribed to such term in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

LANDLORD:

West Coast Uptown

~~W.C.U. PARTNERS~~ PARTNERS, L.P.,
a Delaware limited partnership

BY: THE BOSC GROUP, INC.
ITS: General Partner

By: [Signature]
Name: Naag J. Nadhir
Title: President

TENANT:

CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT

By: [Signature]
Name: JANE E. VICKERS
Title: Supervising Property Agent

Approved:
[Signature]
Chief Deputy, City of San Diego