THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE is made this 11th day of June, 2012 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 and Second Amendment to Lease dated June 4, 1997 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. **Recitals**. The foregoing recitals are true and correct and hereby constitute a part of this Third Amendment.

2. **Premises**. Tenant currently occupies the Premises in the Shopping Center known as 1040 University Avenue, Suite B-205 (the "Existing Space") and will relocate to that certain space in the Shopping Center more commonly known as 1040 University Avenue, Suite B-207 containing approximately Five Hundred Thirty Nine (539) square feet (the "Relocation Space") as shown on the drawing attached hereto and incorporated by reference herein as Exhibit "A". Accordingly, all reference in the Lease and this Third Amendment to the term Premises shall hereinafter be deemed to mean the Relocation Space. Except as specifically stated herein, all of the terms and conditions of the Lease which apply to the Existing Space shall also apply to the Relocation Space. Such relocation shall be effective upon the substantial completion of Landlord's Work as set forth in Paragraph 3 of this Third Amendment below and Landlord's delivery of possession of Suite B-207 to Tenant.

3. **Condition of Premises**. Tenant has inspected the Relocation Space and shall lease the Relocation Space on an "As Is" basis. Tenant's taking of possession of the Relocation Space shall be conclusive evidence that the Relocation Space was in good and satisfactory condition at the time such possession was taken. Landlord shall have no obligation to improve, remodel, alter or otherwise modify the Relocation Space prior or subsequent to Tenant's occupancy of the Relocation Space except that Landlord, at Landlord's sole cost

and expense, shall complete the necessary permitting, demolition, new construction, painting and flooring required to relocate Tenant from Suite B-205 to Suite B-207 per the plan attached as Exhibit "A".

Tenant, at its sole cost and expense, shall be responsible for all tenant improvement work not listed above including, but not limited to, signage and tenant specific issues such as notices to other parties, stationery, etc.

4. **Entire Agreement**. This Third Amendment contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Third Amendment, and no prior agreement, negotiations, brochures, arrangements, representations or understandings by anyone pertaining to any such matter shall be effective for any purpose unless expressed herein. No provisions of this Third Amendment or the Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

5. **Ratification**. 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 Third Amendment, this Third Amendment shall control.

6. **Defined Terms**. All terms and definitions used in this Third 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.

TENANT:

CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT

By: _____

Name: David Ramirez 6/20/12

Title: Executive Assistant Chief

By: _____

Name: ~~James F. Barwick, CCIM~~

Title: Director, Real Estate Assets

BY: _____

Name: William Lansdowne 6/20/12

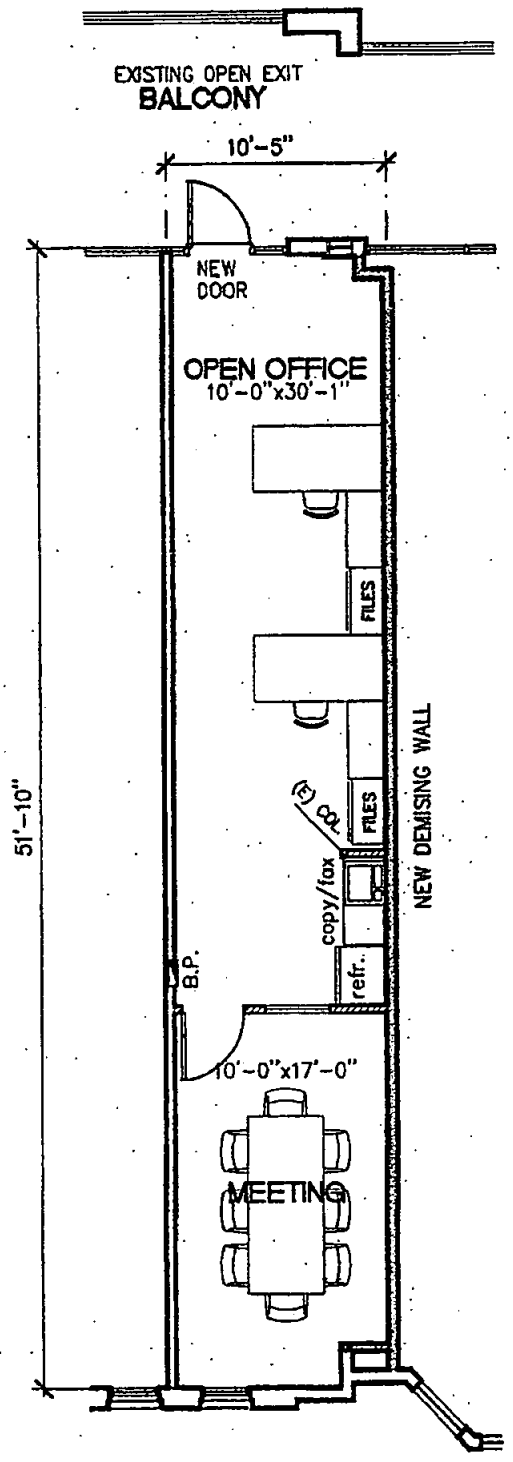
Title: Chief Of Police

LANDLORD:

WEST COAST UPTOWN PARTNERS, LP
By: West Coast Uptown Partners SPV, Inc.
Its: General Partner

By: _____
Name: Nawal Shallal
Title: Exec. VP/ Authorized Agent

EXHIBIT A



SAN DIEGO POLICE DEPARTMENT
PROPOSED PLAN 539 SF

SUITE B-207

0 5' 10' 20' 30'

1/8" = 1'-0"

N
W E
S

05-04-2012
UPT-B\LP-B205

UPTOWN DISTRICT SHOPPING CENTER

1060 UNIVERSITY AVENUE, SAN DIEGO, CA 92103

WM SMITH ASSOCIATES, AIA Architecture Interior Space Planning 2729 Fourth Ave., Suite 4 San Diego, California 92103 619.291.3101