**WESTFIELD HORTON PLAZA**

**City of San Diego**
**County of San Diego**
**State of California**

**TENANCY AGREEMENT AMENDMENT NO. 7**

THIS AGREEMENT is made and entered into as of this 23 day of OCTOBER, 2015, by and between **HORTON PLAZA LLC,** a Delaware limited liability company (hereinafter called "Landlord") and the **CITY OF SAN DIEGO,** a California municipal corporation, successor-in-interest to CITY OF SAN DIEGO POLICE DEPARTMENT(hereinafter called "Tenant").

**WITNESSETH:**

WHEREAS, by written Tenancy Agreement dated May 1, 2008 (which tenancy agreement and all amendments, assignments and modifications thereof are hereinafter called the "Lease"), Landlord or its predecessor-in-interest did lease unto Tenant or its predecessor-in-interest approximately **748 square feet** of space known as Tenant **Space No. 22** (hereinafter called the "Premises") in **WESTFIELD HORTON PLAZA,** located in San Diego, California; and

WHEREAS, Tenant incorrectly executed the Lease (including all subsequent amendments and correspondence) as City of San Diego Police Department, instead of as Tenant hereunder;

WHEREAS, pursuant to that certain Tenancy Agreement Amendment No. 6 dated August 14, 2014, the Lease was extended to expire on April 30, 2015, and to modify and replace certain terms and conditions of the Lease, Landlord and Tenant now desire to further extend the Term pursuant to the following terms and conditions; and

WHEREAS, the parties hereto mutually desire to amend and supplement said Lease as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

A. Tenant hereby acknowledges and agrees that the Lease (including all subsequent amendments and correspondence), had been improperly executed by Tenant under the entity City of San Diego Police Department instead of "**CITY OF SAN DIEGO, a California municipal corporation**", and that Tenant hereby reaffirms the Lease (including all amendments, correspondence and other agreements made between City of San Diego Police Department) previously executed under the entity City of San Diego Police Department and agrees that all obligations and liabilities under the Lease (including all amendments, correspondence and other agreements between Landlord and City of San Diego Police Department thereto) are, and always have been, from and after May 1, 2008, the obligations of the Tenant as the signatory set forth below.

B. Amendment. The parties hereto agree that the Lease shall be amended as follows:

1. **TERM (Section 1):** The Term of this Lease is hereby amended to terminate and expire on April 30, 2016, at the same Minimum Annual Rental and Additional Rental subject to the terms and conditions as set forth in the Lease.

2. **OPERATION OF BUSINESS (Section 7):** Notwithstanding anything to the contrary contained in the Lease, the following hereby added at the end of Section 7:

"Notwithstanding anything to the contrary contained in Section 7, Tenant shall have the right to allow the adjacent tenant(s) to utilize Tenant's display window, which shall be subject to Landlord's approval and shall conform to Landlord's design criteria. The parties hereby agree that Landlord or the adjacent tenant(s) shall have the right to access Tenant's space at a date and time pre-authorized by Tenant in each instance once every six (6) months to refresh the display window."

3. **RIGHTS OF LANDLORD:** In the event Landlord elects to expand, renovate, or redevelop the Shopping Center in a manner that Landlord, in its sole judgment, believes makes it desirable for Landlord to obtain possession of the Premises, then Landlord, upon sixty (60) days prior notice in writing to Tenant, may terminate this Lease. In the event Landlord elects to exercise such right, Tenant hereby agrees to (i) be bound by such election; (ii) execute, upon receipt from Landlord, whatever agreement may be required to correctly reflect the foregoing; and (iii) surrender the Premises in the condition required by this Lease.

B. Effective Date. This Agreement shall become binding upon the parties when executed by both parties. The terms and provisions hereof shall apply and become effective as an amendment to the Lease as the date hereof and shall continue in effect until otherwise amended by the parties in writing or until expiration or sooner termination of the Lease.

C. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Lease. Except as expressly amended herein, the Lease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Agreement, the later provision shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Agreement as of the day and year first above written.

**CITY OF SAN DIEGO,**
a California municipal corporation

By: _____

Print Name: Cybele Thompson

Title: Director, Real Estate Assets

By: _____

Print Name: _____

Title: _____

Approved as to form this day 23rd of October, 2015.

Jan I. Goldsmith, City Attorney

By: _____

Print Name: Debra J. Bevier

Title: Deputy City Attorney

**TENANT**

**HORTON PLAZA LLC,**
a Delaware limited liability company

By: Horton Plaza REIT 1 LLC,
a Delaware limited liability company,
its managing member

By: Horton Plaza 1 LP,
a Delaware limited partnership,
Its sole member

By: Westfield Horton Plaza, GP, LLC,
a Delaware limited liability company,
its general partner

By: Horton Plaza Holding 2 LLC,
a Delaware limited liability company,
its sole member

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its sole member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability company,
its general partner

By: _____

Stephanie Shieh
Assistant Secretary

**LANDLORD**