WESTFIELD HORTON PLAZA

City of San Diego
County of San Diego
State of California

TENANCY AGREEMENT AMENDMENT NO. 2

THIS AGREEMENT is made and entered into as of this 11th day of March, 2010, by and between **HORTON PLAZA LP,** a Delaware limited partnership (hereinafter called "Landlord") and the **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. P22** (hereinafter called the "Premises") in **WESTFIELD HORTON PLAZA**, located in the City of San Diego, County of San Diego, State of California; and

WHEREAS, pursuant to that certain Tenancy Agreement Amendment No. 1 dated March 19, 2009, the Lease was extended to expire on April 30, 2010, and Landlord and Tenant 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. 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, 2011 at the same Minimum Annual Rental and Additional Rental subject to the terms and conditions as set forth in the Lease.

2. **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 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, CALIFORNIA,

By: _____

Print Name: **James F. Barwick, CCIM**

Director, Real Estate Assets

Its _____

By: _____

Print Name: William Lansdowne

Its Chief of Police

TENANT

HORTON PLAZA LP,
a Delaware limited partnership

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

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