

EXTENSION AND SECOND AMENDMENT OF LEASE

THIS EXTENSION AND SECOND AMENDMENT OF LEASE ("Amendment") is made and dated _____, 20____, between **GGP-OTAY RANCH, L.P., a Delaware limited partnership** ("Landlord") and **THE CITY OF CHULA VISTA, a California municipal corporation** ("Tenant").

Under the lease dated **July 26, 2011**, (which with any and all amendments is the "Lease"), Landlord leased to Tenant premises numbered **0409** containing a total area of approximately **3,412** square feet in the **Otay Ranch Town Center** Shopping Center (the "Leased Premises"). Under the Extension and First Amendment of Lease dated **November 15, 2016** (the "Extension and First Amendment"), the Lease was modified.

In consideration of the mutual benefits and covenants contained in this Amendment, the sum of **\$10.00** paid by each party to the other, the consideration Landlord may be entitled to under the Lease payable to Landlord upon demand and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), it is agreed that effective **May 1, 2020** (the "Effective Date"):

1. The Term of the Lease as set forth in ARTICLE 1 of the Lease shall be and is hereby extended for a period of **three (3)** year(s), beginning on **May 1, 2020** and ending on **April 30, 2023** (the "Extension Period").

2. During the Extension Period, the Minimum Annual Rental pursuant to Reference Provision 1.07 and ARTICLE 4(a) of the Lease shall be **\$1.00 per year**. The sum outlined above shall include an unallocated share of Taxes under ARTICLE 7 and the Operating Expenses Payment under Reference Provision 1.22 and ARTICLE 17 of the Lease. Landlord shall allocate such rental in its sole discretion. Such allocation shall in no way increase the sum outlined above.

3. During the Extension Period, Tenant shall continue to pay separately for utilities or consumables such as electricity, water, sewer, trash, HYAC or the like that are attributable to the Leased Premises under ARTICLE 16 of the Lease, and any other charges and costs imposed on Tenant under the Lease, except as otherwise specifically provided for in this Amendment.

4. Reference Provision 1.27 of the Lease (as amended by paragraph 4 in the Extension and First Amendment) is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"1.27 Termination Right: Landlord shall have the right to terminate this Lease upon **180** days advance written notice to Tenant."

5. The last paragraph of ARTICLE 9 (Additional Construction) of the Lease is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"Independent of the foregoing and notwithstanding anything to the contrary in this Lease, Landlord may, **upon 120 days' advance written notice to Tenant**, elect to relocate Tenant to another location in the Shopping Center for any reason, even absent construction or related reasons, at Landlord's expense. **Notwithstanding the foregoing, Tenant will have the right to avoid the relocation by written reply notice to Landlord within 30 days of receipt of Landlord's relocation notice. If Tenant makes such election, Landlord will have the right to terminate this Lease upon 90 days' advance written notice to Tenant.**"

6. The Lease is not otherwise modified and remains ratified and confirmed.

7. This Amendment and the Lease shall be considered, for all intents and purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, prevail. If any provision of this Amendment or the application thereof to any person or circumstance is or becomes illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

8. Each provision of the Lease and this Amendment shall extend to and shall bind and inure to the benefit of Landlord and Tenant, their respective heirs, legal representatives, successors and assigns. Tenant hereby warrants and certifies to Landlord that: (i) Tenant is a municipal corporation duly organized and in good standing under the laws of the State of **California**; (ii) Tenant is authorized to do business in the State of **California** and to execute and deliver this Amendment; and (iii) the person executing this Amendment is authorized and empowered to bind the corporation to the terms of this Amendment by his or her signature hereto.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

TENANT:

THE CITY OF CHULA VISTA, a California municipal corporation

By: _____
Mary Casillas Salas
Mayor

ATTEST

Approved as to Form

BY: _____
Kerry R. Bigelow
City Clerk

BY: _____
Glen R. Googins
City Attorney

LANDLORD:

GGP-Otay Ranch, L.P., a Delaware limited partnership

By: GGP-Otay Ranch L.L.C., a Delaware limited liability company and its general partner

By: GGP/Homart II L.L.C., a Delaware limited liability company and its sole member

By: _____
Authorized Signatory

If Tenant is a CORPORATION, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. The Amendment must be executed by the President or Vice-President and the Secretary or Assistant Secretary, unless the bylaws or a resolution of the board of directors shall provide otherwise, in which case, the bylaws or a certified copy of the resolution must be attached to this Amendment. The appropriate corporate seal must also be affixed.