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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of The  
Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported):  
January 10, 2012**

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**American Assets Trust, Inc.**

(Exact name of registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction  
of incorporation)

**001-35030**  
(Commission  
File No.)

**27-3338708**  
(I.R.S. Employer  
Identification No.)

**11455 El Camino Real, Suite 200  
San Diego, California 92130**  
(Address of principal executive offices)

**92130**  
(Zip Code)

**(858) 350-2600**  
Registrant's telephone number, including area code:

**Not Applicable**  
(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On January 10, 2012, American Assets Trust, Inc. (the “Company”) and American Assets Trust, L.P. (the “Operating Partnership”) entered into the Second Amendment to Credit Agreement (the “Second Amendment”) with the lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and other entities named therein, that amends the provisions of the Company’s revolving credit facility to, among other things, (1) extend the maturity date to January 10, 2016 (with a one-year extension option subject to payment of a 15 bps fee), (2) decrease the applicable interest rates and (3) modify certain financial covenants.

The Second Amendment provides for an interest rate based on, at the Company’s option, either (1) one-, two, three- or six-month LIBOR, plus, in each case, a spread (ranging from 1.60%-2.20%) based on the Company’s consolidated leverage ratio, or (2) a base rate equal to the highest of (a) the prime rate, (b) federal funds rate plus 50 bps or (c) Eurodollar rate plus 100 bps. Such rates are more favorable than previously contained in the revolving credit facility. In addition, the Second Amendment reduces the Company’s secured debt ratio covenant under the Credit Agreement to 50%.

As previously disclosed, the Company and the Operating Partnership entered into the First Amendment to the Credit Agreement (the “First Amendment”) on March 7, 2011, which allows the Company and its Operating Partnership to purchase GNMA securities with maturities of up to 30 years.

Certain of the banks and financial institutions that are parties to the First Amendment and Second Amendment and their respective affiliates have in the past provided, are currently providing, and in the future may continue to provide investment banking, commercial banking and other financial services to the Company and its affiliates in the ordinary course of business for which they have received and will receive customary compensation.

The foregoing descriptions of the First Amendment and the Second Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the First Amendment and the Second Amendment, respectively, which are filed as Exhibit 10.1 and Exhibit 10.2 hereto, respectively, and are incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of Registrant**

The terms of the direct financial obligations are summarized in Item 1.01 of this Form 8-K and are incorporated by reference into this Item 2.03.

**Item 7.01 Regulation FD Disclosure.**

On January 10, 2012, the Company issued a press release announcing the Second Amendment. A copy of the press release is attached hereto as Exhibit 99.1. The information contained in Item 7.01 of this Current Report, including Exhibit 99.1, is being furnished and shall not be deemed “filed” for any purposes, including for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. Such information shall not be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1*	First Amendment to Credit Agreement, dated March 7, 2011, by and among the Company, the Operating Partnership, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and other entities named therein.
10.2*	Second Amendment to Credit Agreement, dated January 10, 2012, by and among the Company, the Operating Partnership, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and other entities named therein.
99.1*	Press Release issued by American Assets Trust, Inc. on January 10, 2012.

\* Furnished herewith

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

American Assets Trust, Inc.

By: /s/ Adam Wyll

Adam Wyll

Senior Vice President, General Counsel and Secretary

January 10, 2012

**EXHIBIT INDEX**

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99.1	Press Release issued by American Assets Trust, Inc. on January 10, 2012.

**FIRST AMENDMENT TO CREDIT AGREEMENT**

FIRST AMENDMENT, dated as of March 7, 2011 (this "Agreement"), to the Credit Agreement, dated as of January 19, 2011 (as heretofore and hereafter amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMERICAN ASSETS TRUST, L.P., a Maryland limited partnership (the "Borrower"), AMERICAN ASSETS TRUST, INC. a Maryland corporation ("REIT"), the lenders, from time to time party thereto (the "Lenders"), BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, together with any successor administrative agent, the "Administrative Agent") and BANK OF AMERICA as Swing Line Lender and L/C Issuer thereunder. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, the Borrower has requested that the Lenders amend the definition of "Cash Equivalents" contained in Section 1.01 of the Credit Agreement to include Investments in mortgage backed securities that are issued by the Government National Mortgage Association.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. Amendments to Credit Agreement.** Subject to all of the terms and conditions set forth in this Agreement:

**1.1 Definition of Cash Equivalents.** The definition of "Cash Equivalents" contained in Section 1.01 of the Credit Agreement is hereby amended by (i) deleting the word "and" appearing at the end of clause (c) thereof, (ii) deleting the "." at the end of clause (d) thereof and substituting "; and" therefor and (iii) adding a new clause (e) at the end thereof which reads as follows:

"(e) Mortgage backed securities that are issued by the Government National Mortgage Association and fully guaranteed by the United States of America having maturities of not more than 30 years from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof ("GNMA Securities")."

**1.2 Definition of GNMA Securities.** Section 1.01 of the Credit Agreement is hereby amended by inserting the following new definition in the appropriate alphabetical order:

"GNMA Securities" has the meaning specified in clause (e) of the definition of "Cash Equivalents."

**1.3 Addition of Section 1.07.** Article I of the Credit Agreement is hereby amended by adding the following new paragraph as Section 1.07 thereof:

"1.07. GNMA Securities. For purposes of determining the value of Cash Equivalents as of any date, the value of GNMA Securities that are included as Cash Equivalents on such date shall be 95% of the marked-to-market value of such GNMA Securities determined in accordance with GAAP as of the last day of the then most recently ended fiscal quarter of the REIT."

**SECTION 2. Waiver.** Subject to all of the terms and conditions set forth in this Agreement, the Lenders party to this Agreement hereby waive any Default or Event of Default that now exists or at any time existed as a direct or indirect result of the acquisition of GNMA Securities by one or more Loan Parties prior to the date that this Agreement becomes effective.

**SECTION 3. Conditions Precedent.** This Agreement shall become effective upon receipt by the Administrative Agent of executed counterparts of this Agreement duly executed by each the Loan Parties, the Administrative Agent and the Required Lenders.

**SECTION 4. Representations and Warranties.** After giving effect to this Agreement, each of the Loan Parties reaffirms and restates the representations and warranties made by it set forth in the Loan Documents and all such representations and warranties shall be true and correct on the date hereof with the same force and effect as if made on such date (except (i) to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date and (ii) any representation or warranty that is already by its terms qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct in all respects as of such date after giving effect to such qualification). Each of the Loan Parties represents and warrants (which representations and warranties shall survive the execution and delivery hereof) to the Administrative Agent and the Lenders that:

(a) it has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and the transactions contemplated hereby and has taken or caused to be taken all necessary action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby;

(b) no consent of any Person (including, without limitation, any of its equity holders or creditors), and no action of, or filing with, any governmental or public body or authority is required to authorize, or is otherwise required in connection with, the execution, delivery and performance of this Agreement;

(c) this Agreement has been duly executed and delivered on its behalf by a duly authorized officer, and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the enforcement of creditors’ rights generally and the exercise of judicial discretion in accordance with general principles of equity;

(d) after giving effect to this Agreement no Default or Event of Default has occurred and is continuing; and

(e) the execution, delivery and performance of this Agreement will not violate any law, statute or regulation, or any order or decree of any court or governmental instrumentality, or conflict with, or result in the breach of, or constitute a default under, any contractual obligation of any Loan Party or any of its Subsidiaries.

**SECTION 5. Affirmation of Guarantors.** Each Guarantor hereby approves and consents to this Agreement and the transactions contemplated by this Agreement and agrees and affirms that its guarantee of the Obligations continues to be in full force and effect and is hereby ratified and confirmed in all respects and shall apply to the Credit Agreement and all of the other Loan Documents, as such are amended, restated, supplemented or otherwise modified from time to time in accordance with their terms.

**SECTION 6. Costs and Expenses.** The Borrower acknowledges and agrees that its payment obligations set forth in Section 10.04 of the Credit Agreement include the costs and expenses incurred by the Administrative Agent in connection with the preparation, execution and delivery of this Agreement and any other documentation contemplated hereby (whether or not this Agreement becomes effective or the transactions contemplated hereby are consummated and whether or not a Default or Event of Default has occurred or is continuing), including, but not limited to, the reasonable fees and disbursements of Kaye Scholer LLP, counsel to the Administrative Agent.

**SECTION 7. Ratification.**

(a) Except as herein agreed, the Credit Agreement and the other Loan Documents remain in full force and effect and are hereby ratified and affirmed by the Loan Parties. Each of the Loan Parties hereby (i) confirms and agrees that the Borrower is truly and justly indebted to the Administrative Agent and the Lenders in the aggregate amount of the Obligations without defense, counterclaim or offset of any kind whatsoever, and (ii) reaffirms and admits the validity and enforceability of the Credit Agreement and the other Loan Documents.

(b) This Agreement shall be limited precisely as written and, except as expressly provided herein, shall not be deemed (i) to be a consent granted pursuant to, or a waiver, modification or forbearance of, any term or condition of the Credit Agreement or any of the instruments or agreements referred to therein or a waiver of any Default or Event of Default under the Credit Agreement, whether or not known to the Administrative Agent or any of the Lenders, or (ii) to prejudice any right or remedy which the Administrative Agent or any of the Lenders may now have or have in the future against any Person under or in connection with the Credit Agreement, any of the instruments or agreements referred to therein or any of the transactions contemplated thereby.

**SECTION 8. Waivers; Amendments.** Neither this Agreement, nor any provision hereof, may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Required Lenders.

**SECTION 9. References.** The Loan Parties acknowledge and agree that this Agreement constitutes a Loan Document. All references to the "Credit Agreement", "thereunder", "thereof" or words of like import in the Credit Agreement or any other Loan Document and the other documents and instruments delivered pursuant to or in connection therewith shall mean and be a reference to the Credit Agreement as modified hereby and as each may in the future be amended, restated, supplemented or modified from time to time.



**SECTION 10. Counterparts.** This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page by telecopier or electronic mail (in a .pdf format) shall be effective as delivery of a manually executed counterpart.

**SECTION 11. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION 12. Severability.** If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.

**SECTION 13. Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF).**

**SECTION 14. Headings.** Section headings in this Agreement are included for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

[The remainder of this page left blank intentionally]

*IN WITNESS WHEREOF*, the Loan Parties, the Administrative Agent and the undersigned Lenders have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**BORROWER:**

**AMERICAN ASSETS TRUST, L.P.**

By: /s/ Robert F. Barton

Name: Robert F. Barton

Title: CFO

[Signature Page to First Amendment to AAT Credit Agreement]

**GUARANTORS:**

AMERICAN ASSETS TRUST MANAGEMENT LLC  
PACIFIC DEL MAR ASSETS LLC  
PACIFIC CARMEL MOUNTAIN ASSETS LLC  
PACIFIC SOLANA BEACH ASSETS LLC  
RANCHO CARMEL PLAZA LLC  
PACIFIC OCEANSIDE HOLDINGS LLC  
DEL MONTE SAN JOSE HOLDINGS LLC  
KEARNY MESA BUSINESS CENTER LLC  
DEL MONTE CENTER HOLDINGS LLC  
BEACH WALK HOLDINGS LLC  
ICW PLAZA MERGER SUB LLC  
ICW VALENCIA LLC  
PACIFIC SOUTH COURT ASSETS LLC  
PACIFIC TORREY DAYCARE ASSETS LLC  
LANDMARK VENTURE JV, LLC  
PACIFIC FIRECREEK HOLDINGS, LLC  
IMPERIAL STRAND LLC  
MARINER'S POINT, LLC  
PACIFIC TORREY RESERVE WEST ASSETS LLC  
BROADWAY 101 SORRENTO HOLDINGS, LLC  
BROADWAY 225 SORRENTO HOLDINGS, LLC  
BROADWAY 101 STONECREST HOLDINGS, LLC  
BROADWAY 225 STONECREST HOLDINGS, LLC  
EBW HOTEL LLC  
WAIKELE VENTURE HOLDINGS LLC  
VISTA HACIENDA LLC  
PACIFIC SANTA FE ASSETS LLC

By: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

[Signature Page to First Amendment to AAT Credit Agreement]

**PACIFIC TORREY RESERVE WEST HOLDINGS, L.P.**

BY: PACIFIC TORREY RESERVE WEST ASSETS LLC, ITS  
GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL  
PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

**CARMEL COUNTRY PLAZA, L.P.**

BY: PACIFIC DEL MAR ASSETS LLC, ITS GENERAL  
PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL  
PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

[Signature Page to First Amendment to AAT Credit Agreement]

**PACIFIC CARMEL MOUNTAIN HOLDINGS, L.P.**

BY: PACIFIC CARMEL MOUNTAIN ASSETS LLC, ITS  
GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL  
PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

**PACIFIC SOLANA BEACH HOLDINGS, L.P.**

BY: PACIFIC SOLANA BEACH ASSETS LLC, ITS  
GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL  
PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

[Signature Page to First Amendment to AAT Credit Agreement]

**RANCHO CARMEL HOLDINGS, LLC**

BY: RANCHO CARMEL PLAZA LLC, ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

**ABW LEWERS LLC**

BY: BEACH WALK HOLDINGS LLC, ITS MANAGING MEMBER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

[Signature Page to First Amendment to AAT Credit Agreement]

**ICW PLAZA HOLDINGS, LLC**

BY: ICW PLAZA MERGER SUB LLC, ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

**PACIFIC TORREY DAYCARE HOLDINGS, L.P.**

BY: PACIFIC TORREY DAYCARE ASSETS, LLC, ITS GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

**SB TOWNE CENTRE LLC**

BY: SBTC ASSETS, INC., ITS MANAGING MEMBER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

[Signature Page to First Amendment to AAT Credit Agreement]

**SB CORPORATE CENTRE LLC**

BY: SBCC ASSETS, INC., ITS MANAGING MEMBER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

**PACIFIC SANTA FE HOLDINGS, L.P.**

BY: PACIFIC SANTA FE ASSETS LLC, ITS GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

NAME: JOHN W. CHAMBERLAIN

TITLE: CHIEF EXECUTIVE OFFICER & PRESIDENT

[Signature Page to First Amendment to AAT Credit Agreement]



By: /s/ Kathleen M. Carry

Name: Kathleen M. Carry

Title: Vice President

[Signature Page to First Amendment to AAT Credit Agreement]

**BANK OF AMERICA, N.A.**, as a Lender, L/C Issuer and  
Swing Line Lender

By: /s/ James P. Johnson

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Name: James P. Johnson

Title: Senior Vice President

[Signature Page to First Amendment to AAT Credit Agreement]

By: /s/ Dale Northup

Name: Dale Northup

Title: Vice President

[Signature Page to First Amendment to AAT Credit Agreement]

By: /s/ Timothy Sylvain

Name: Timothy Sylvain

Title: AVP

[Signature Page to First Amendment to AAT Credit Agreement]

By: /s/ G. David Cole

Name: G. David Cole

Title: Authorized Signatory

[Signature Page to First Amendment to AAT Credit Agreement]

By: /s/ Sara Peterson

Name: Sara Peterson

Title: Vice President

[Signature Page to First Amendment to AAT Credit Agreement]

By: /s/ Nick Zangari

Name: Nick Zangari

Title: Authorized Signatory

[Signature Page to First Amendment to AAT Credit Agreement]

By: /s/ Darin Mortimer

Name: Darin Mortimer

Title: Vice President

[Signature Page to First Amendment to AAT Credit Agreement]



**SECOND AMENDMENT TO CREDIT AGREEMENT**

SECOND AMENDMENT, dated as of January 10, 2012 (this "Agreement"), to the Credit Agreement, dated as of January 19, 2011 (as heretofore and hereafter amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMERICAN ASSETS TRUST, L.P., a Maryland limited partnership (the "Borrower"), AMERICAN ASSETS TRUST, INC. a Maryland corporation ("REIT"), the lenders from time to time party thereto (the "Lenders"), BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, together with any successor administrative agent, the "Administrative Agent") and BANK OF AMERICA, N.A., as Swing Line Lender and L/C Issuer thereunder. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, the Borrower and the Lenders propose to amend various provisions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. Amendments to Credit Agreement.** Subject to all of the terms and conditions set forth in this Agreement:

**1.1 New Definitions.** Section 1.01 of the Credit Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical order:

"Carmel Mountain Plaza" means an approximately 520,000 square foot regional shopping center situated on Carmel Mountain Road immediately east of Interstate 15, in San Diego, California.

"Second Amendment" means the Second Amendment to this Credit Agreement, dated as of January 10, 2012, among Borrower, the REIT, the Guarantors, the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders.

"Second Amendment Effective Date" has the meaning set forth in Section 2 of the Second Amendment.

**1.2 Definition of Applicable Fee Rate.** The definition of "Applicable Fee Rate" contained in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"Applicable Fee Rate" means, with respect to any calendar quarter (or portion thereof, as applicable), the Applicable Fee Rate shall be determined as set forth in the pricing grid below based upon the Average Daily Line Usage for such calendar quarter (or portion thereof).

Applicable Fee Rate

<u>Pricing Level</u>	<u>Average Daily Line Usage</u>	<u>Unused Fee</u>
1	< 50%	0.35%
2	<sup>3</sup> 50%	0.25%

**1.3 Definition of Applicable Percentage.** The last sentence of the definition of “Applicable Percentage” contained in Section 1.01 of the Credit Agreement is hereby amended and restated as follows:

The Applicable Percentage of each Lender immediately after giving effect to the Second Amendment is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

**1.4 Definition of Applicable Rate.** The definition of “Applicable Rate” contained in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Applicable Rate” means, (i) from the Second Amendment Effective Date to the date on which the Administrative Agent and the Lenders receive a Compliance Certificate pursuant to Section 6.02(b) for the fiscal quarter of the REIT ending December 31, 2011, 0.60% per annum for Base Rate Loans and 1.60% per annum for Eurodollar Rate Loans and Letter of Credit Fees and (ii) thereafter, the applicable percentage per annum set forth below determined by reference to the Consolidated Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent and the Lenders pursuant to Section 6.02(b):

<u>Pricing Level</u>	<u>Applicable Rate</u>		
	<u>Consolidated Leverage Ratio</u>	<u>Eurodollar Rate (Letters of Credit)</u>	<u>Base Rate</u>
1	<sup>3</sup> 55%	2.20%	1.20%
2	<sup>3</sup> 50% but < 55%	1.90%	0.90%
3	<sup>3</sup> 45% but < 50%	1.70%	0.70%
4	< 45%	1.60%	0.60%

Any increase or decrease in the Applicable Rate resulting from a change in the Consolidated Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(b); provided, however, that if a Compliance Certificate is not delivered when due in accordance with such Section, then Pricing Level 1 shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered.

Notwithstanding anything to the contrary contained in this definition, the determination of the Applicable Rate for any period shall be subject to the provisions of Section 2.10(b).

**1.5 Definition of Borrowing Base.** The definition of “Borrowing Base” contained in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Borrowing Base” means, at any time, an amount equal to the lesser of (a) the Capitalized Amount at such time and (b) the Mortgageability Amount at such time; provided, that (i) not more than 20% of the Borrowing Base at any time may be in respect of Eligible Portfolio Properties that are not office, retail or multi-family properties (and, for purposes of determining compliance with such 20% limitation, if a property is considered “multi-use”, the Borrower shall be permitted to include the Portfolio Property Net Operating Income which is attributable to such Eligible Portfolio Property’s office, retail or multi-family component), with any excess over the foregoing limit being excluded from the Borrowing Base and (ii) no single Eligible Portfolio Property, other than Carmel Mountain Plaza, may account for more than 20% of the Borrowing Base at any time, with any excess over the foregoing limit being excluded from the Borrowing Base.

**1.6 Definition of Initial Revolver Maturity Date.** The definition of “Initial Revolver Maturity Date” contained in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Initial Revolver Maturity Date” means January 11, 2016.

**1.7 Section 2.14(b)(iii).** Section 2.14(b)(iii) of the Credit Agreement is hereby amended by replacing the reference to “0.35%” contained therein with “0.15%.”

**1.8 Section 7.03(e).** Clause (e) of Section 7.03 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(e) Investments in respect of costs to construct Portfolio Properties under development so long as, after giving effect to any such Investment, the Aggregate Construction Costs Investment Amount, when taken together with the Aggregate Real Estate Loan Investment Amount at such time, the Aggregate Unimproved Land Holdings Investment Amount at such time, the Aggregate Unconsolidated Affiliate Investment Amount at such time and the Aggregate Non-Loan Party Investment Amount at such time, does not exceed 25% of the Total Asset Value at such time;

**1.9 Section 7.11.** Clauses (b) and (c) of Section 7.11 of the Credit Agreement are hereby amended and restated in their entirety as follows:

(b) Consolidated Secured Leverage Ratio. Permit at any time Consolidated Total Secured Indebtedness to be greater than 50% of the Secured Total Asset Value at such time.

(c) Consolidated Leverage Ratio. Permit at any time the amount of Consolidated Total Indebtedness minus the Unrestricted Cash Amount to be greater than 60% of the Total Asset Value at such time.

**1.10 Schedule 2.01**. Schedule 2.01 to the Credit Agreement is hereby amended and restated in its entirety in the form of Exhibit A to this Agreement.

**1.11 Exhibit D**. Exhibit D to the Credit Agreement is hereby amended and restated in its entirety in the form of Exhibit B to this Agreement.

**SECTION 2. Escrow/Effectiveness**.

**2.1 Conditions of Escrow**. The parties hereto shall be deemed to have delivered their signature pages to this Agreement to be held in escrow pursuant to the terms of the Escrow Agreement (as defined below) upon satisfaction of the following conditions precedent:

(a) Executed Counterparts. The Administrative Agent and the Escrow Agent shall have received fully executed counterparts of this Agreement executed by each of the Loan Parties, the Lenders, the Administrative Agent, the L/C Issuer and the Swing Line Lender.

(b) Escrow Agreement. The Administrative Agent and the Escrow Agent shall have received fully executed counterparts of an Escrow Agreement in the form of Exhibit B to this Agreement (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Escrow Agreement").

(c) Corporate and Other Proceedings. All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the transactions contemplated by this Agreement or the Escrow Agreement shall be reasonably satisfactory in all respects to the Administrative Agent and its counsel.

**2.2 Conditions of Effectiveness**. This Agreement shall not become effective until the date on which all of the following conditions precedent shall have been satisfied or waived in writing (such date being referred to herein as the "Second Amendment Effective Date"):

(a) Representations and Warranties. All representations and warranties contained in Section 3 of this Agreement shall be true.

(b) Fees. The Borrower shall have paid, by wire transfer of immediately available funds, to the Administrative Agent (i) for the account of each Lender, a fee in Dollars in an amount equal to 0.15% of the maximum amount of Commitments of such Lender after giving effect to this Agreement, which fee shall be earned in full on such date and shall be nonrefundable and (ii) all fees otherwise owed to the Administrative Agent and/or its Affiliates.

**SECTION 3. Representations and Warranties.** Each of the Loan Parties reaffirms and restates the representations and warranties made by it in the Credit Agreement, and the other Loan Documents, in each case, after giving effect to the amendments to the Credit Agreement, and all such representations and warranties are true and correct in all material respects on the date of this Agreement with the same force and effect as if made on such date (except to the extent (i) such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date, (ii) any representation or warranty that is already by its terms qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct in all respects after giving effect to such qualification and (iii) the representation and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement). Each of the Loan Parties additionally represents and warrants (which representations and warranties shall survive the execution and delivery hereof) to the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders that:

(a) it has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and the transactions contemplated hereby and has taken or caused to be taken all necessary action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby;

(b) no consent of any Person (including, without limitation, any of its equity holders or creditors), and no action of, or filing with, any governmental or public body or authority is required to authorize, or is otherwise required in connection with, the execution, delivery and performance of this Agreement;

(c) this Agreement has been duly executed and delivered on its behalf by a duly authorized officer, and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the enforcement of creditors’ rights generally and the exercise of judicial discretion in accordance with general principles of equity;

(d) no Default or Event of Default has occurred and is continuing;

(e) the execution, delivery and performance of this Agreement will not violate any law, statute or regulation, or any order or decree of any court or governmental instrumentality, or conflict with, or result in the breach of, or constitute a default under, any contractual obligation of any Loan Party or any of its Subsidiaries; and

(f) nothing contained in this Agreement, including the amendments to the Credit Agreement effected pursuant hereto, (i) impairs the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document, and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred, or (ii) requires that any new filings be made or other action taken to perfect or to maintain the perfection of such Liens.

**SECTION 4. Affirmation of Guarantors.** Each Guarantor hereby approves and consents to this Agreement and the transactions contemplated by this Agreement and agrees and affirms that its guarantee of the Obligations continues to be in full force and effect and is hereby ratified and confirmed in all respects and shall apply to the Credit Agreement and all of the other Loan Documents, as such are amended, restated, supplemented or otherwise modified from time to time in accordance with their terms.

**SECTION 5. Costs and Expenses.** The Borrower acknowledges and agrees that its payment obligations set forth in Section 10.04 of the Credit Agreement include the costs and expenses incurred by the Administrative Agent in connection with the preparation, execution and delivery of this Agreement and any other documentation contemplated hereby (whether or not this Agreement becomes effective or the transactions contemplated hereby are consummated and whether or not a Default or Event of Default has occurred or is continuing), including, but not limited to, the reasonable fees and disbursements of Kaye Scholer LLP, in its capacities as counsel to the Administrative Agent and as Escrow Agent.

**SECTION 6. Ratification.**

(a) The Credit Agreement, as amended by this Agreement, and the other Loan Documents remain in full force and effect and are hereby ratified and affirmed by the Loan Parties. Each of the Loan Parties hereby (i) confirms and agrees that the Borrower is truly and justly indebted to the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders in the aggregate amount of the Obligations without defense, counterclaim or offset of any kind whatsoever, and (ii) reaffirms and admits the validity and enforceability of the Credit Agreement, as amended by this Agreement, and the other Loan Documents.

(b) This Agreement shall be limited precisely as written and, except as expressly provided herein, shall not be deemed (i) to be a consent granted pursuant to, or a waiver, modification or forbearance of, any term or condition of the Credit Agreement, any other Loan Document or any of the instruments or agreements referred to in any thereof or a waiver of any Default or Event of Default, whether or not known to the Administrative Agent, the Swing Line Lender, the L/C Issuer or any of the Lenders, or (ii) to prejudice any right or remedy which the Administrative Agent, the Swing Line Lender, the L/C Issuer or any of the Lenders may now have or have in the future against any Person under or in connection with the Credit Agreement, any of the instruments or agreements referred to therein or any of the transactions contemplated thereby.

**SECTION 7. Modifications.** Neither this Agreement, nor any provision hereof, may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties hereto.

**SECTION 8. References.** The Loan Parties acknowledge and agree that this Agreement constitutes a Loan Document. Each reference in the Credit Agreement to “this

Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference in each other Loan Document (and the other documents and instruments delivered pursuant to or in connection therewith) to the “Credit Agreement”, “thereunder”, “thereof” or words of like import, shall mean and be a reference to the Credit Agreement as modified hereby and as each may in the future be amended, restated, supplemented or modified from time to time.

**SECTION 9. Counterparts.** This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page by telecopier or electronic mail (in a .pdf format) shall be effective as delivery of a manually executed counterpart.

**SECTION 10. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION 11. Severability.** If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.

**SECTION 12. Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF).**

**SECTION 13. Headings.** Section headings in this Agreement are included for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the Loan Parties, the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**BORROWER:**

**AMERICAN ASSETS TRUST, L.P.**

BY: AMERICAN ASSETS TRUST, INC., its General Partner

BY: /s/ John W. Chamberlain

Name: John W. Chamberlain

Title: President & CEO

BY: /s/ Robert F. Barton

Name: Robert F. Barton

Title: Executive Vice President & CFO

[Signature Page to Second Amendment to AAT Credit Agreement]



**GUARANTORS:**

AMERICAN ASSETS TRUST MANAGEMENT LLC  
PACIFIC DEL MAR ASSETS LLC  
PACIFIC CARMEL MOUNTAIN ASSETS LLC  
PACIFIC SOLANA BEACH ASSETS LLC  
RANCHO CARMEL PLAZA LLC  
PACIFIC OCEANSIDE HOLDINGS LLC  
DEL MONTE SAN JOSE HOLDINGS LLC  
KEARNY MESA BUSINESS CENTER LLC  
DEL MONTE CENTER HOLDINGS LLC  
BEACH WALK HOLDINGS LLC  
ICW PLAZA MERGER SUB LLC  
PACIFIC SOUTH COURT ASSETS LLC  
PACIFIC TORREY DAYCARE ASSETS LLC  
LANDMARK VENTURE JV, LLC  
PACIFIC FIRECREEK HOLDINGS, LLC  
IMPERIAL STRAND LLC  
MARINER'S POINT, LLC  
PACIFIC TORREY RESERVE WEST ASSETS LLC  
BROADWAY 101 SORRENTO HOLDINGS, LLC  
BROADWAY 225 SORRENTO HOLDINGS, LLC  
BROADWAY 101 STONECREST HOLDINGS, LLC  
BROADWAY 225 STONECREST HOLDINGS, LLC  
EBW HOTEL LLC  
WAIKELE VENTURE HOLDINGS LLC  
VISTA HACIENDA LLC  
PACIFIC SANTA FE ASSETS LLC

By: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

Name: John W. Chamberlain

Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton

Name: Robert F. Barton

Title: Executive Vice President & CFO

[Signature Page to Second Amendment to AAT Credit Agreement]

**PACIFIC TORREY RESERVE WEST HOLDINGS, L.P.**

BY: PACIFIC TORREY RESERVE WEST ASSETS LLC, ITS  
GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL  
PARTNER

BY: /s/ John W. Chamberlain

Name: John W. Chamberlain

Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton

Name: Robert F. Barton

Title: Executive Vice President & CFO

**CARMEL COUNTRY PLAZA, L.P.**

BY: PACIFIC DEL MAR ASSETS LLC, ITS GENERAL  
PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL  
PARTNER

BY: /s/ John W. Chamberlain

Name: John W. Chamberlain

Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton

Name: Robert F. Barton

Title: Executive Vice President & CFO

[Signature Page to Second Amendment to AAT Credit Agreement]

**PACIFIC CARMEL MOUNTAIN HOLDINGS, L.P.**

BY: PACIFIC CARMEL MOUNTAIN ASSETS LLC, ITS  
GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL  
PARTNER

BY: /s/ John W. Chamberlain  
Name: John W. Chamberlain  
Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton  
Name: Robert F. Barton  
Title: Executive Vice President & CFO

**PACIFIC SOLANA BEACH HOLDINGS, L.P.**

BY: PACIFIC SOLANA BEACH ASSETS LLC, ITS  
GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL  
PARTNER

BY: /s/ John W. Chamberlain  
Name: John W. Chamberlain  
Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton  
Name: Robert F. Barton  
Title: Executive Vice President & CFO

[Signature Page to Second Amendment to AAT Credit Agreement]

**RANCHO CARMEL HOLDINGS, LLC**

BY: RANCHO CARMEL PLAZA LLC, ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

Name: John W. Chamberlain

Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton

Name: Robert F. Barton

Title: Executive Vice President & CFO

**ABW LEWERS LLC**

BY: BEACH WALK HOLDINGS LLC, ITS MANAGING MEMBER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

Name: John W. Chamberlain

Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton

Name: Robert F. Barton

Title: Executive Vice President & CFO

[Signature Page to Second Amendment to AAT Credit Agreement]

**ICW PLAZA HOLDINGS, LLC**

BY: ICW PLAZA MERGER SUB LLC, ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

Name: John W. Chamberlain

Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton

Name: Robert F. Barton

Title: Executive Vice President & CFO

**PACIFIC TORREY DAYCARE HOLDINGS, L.P.**

BY: PACIFIC TORREY DAYCARE ASSETS, LLC, ITS GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: AMERICAN ASSETS TRUST, INC., ITS GENERAL PARTNER

BY: /s/ John W. Chamberlain

Name: John W. Chamberlain

Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton

Name: Robert F. Barton

Title: Executive Vice President & CFO

[Signature Page to Second Amendment to AAT Credit Agreement]

**SB TOWNE CENTRE LLC**

BY: /s/ John W. Chamberlain  
Name: John W. Chamberlain  
Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton  
Name: Robert F. Barton  
Title: Executive Vice President & CFO

**SB CORPORATE CENTRE LLC**

BY: /s/ John W. Chamberlain  
Name: John W. Chamberlain  
Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton  
Name: Robert F. Barton  
Title: Executive Vice President & CFO

**PACIFIC SANTA FE HOLDINGS, L.P.**

BY: PACIFIC SANTA FE ASSETS LLC, ITS GENERAL PARTNER

BY: AMERICAN ASSETS TRUST, L.P., ITS SOLE MEMBER

BY: /s/ John W. Chamberlain  
Name: John W. Chamberlain  
Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton  
Name: Robert F. Barton  
Title: Executive Vice President & CFO

[Signature Page to Second Amendment to AAT Credit Agreement]

**AMERICAN ASSETS TRUST, INC.**

BY: /s/ John W. Chamberlain

Name: John W. Chamberlain

Title: Chief Executive Officer & President

BY: /s/ Robert F. Barton

Name: Robert F. Barton

Title: Executive Vice President & CFO

[Signature Page to Second Amendment to AAT Credit Agreement]

**BANK OF AMERICA, N.A.**, as Administrative Agent

By: /s/ Paley Chen

Name: Paley Chen

Title: Assistant Vice President

[Signature Page to Second Amendment to AAT Credit Agreement]



**BANK OF AMERICA, N.A.**, as a Lender, L/C Issuer and  
Swing Line Lender

By: /s/ James P. Johnson

Name: James P. Johnson

Title: Senior Vice President

[Signature Page to Second Amendment to AAT Credit Agreement]

By: /s/ Dale Northup  
Name: Dale Northup  
Title: Vice President

[Signature Page to Second Amendment to AAT Credit Agreement]

By: /s/ Michael P. Szuba

Name: Michael P. Szuba

Title: Vice President

[Signature Page to Second Amendment to AAT Credit Agreement]

By: /s/ Joshua Freedman

Name: Joshua Freedman

Title: Authorized Signatory

[Signature Page to Second Amendment to AAT Credit Agreement]

By: /s/ Sara Petersen

Name: Sara Petersen

Title: Vice President

[Signature Page to Second Amendment to AAT Credit Agreement]

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

[Signature Page to Second Amendment to AAT Credit Agreement]

By: /s/ Paul Jamiokowsk

Name: Paul Jamiokowsk

Title: Senior Vice President

[Signature Page to Second Amendment to AAT Credit Agreement]

Schedule 2.01

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Form of Compliance Certificate



## FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: \_\_\_\_\_,

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as January 19, 2011 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among American Assets Trust, Inc., a Maryland corporation (the "REIT"), American Assets trust, L.P., a Maryland limited partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned Responsible Officer of the REIT hereby certifies as of the date hereof that he/she is the [CEO/CFO/Treasurer/Controller] of the REIT, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on behalf of the REIT, in his/her capacity as a Responsible Officer of the REIT (and not in any individual capacity), and that:

*[Use following paragraph 1 for fiscal **year-end** financial statements]*

1. The Borrower has delivered the year-end audited financial statements required by Section 6.01(a) of the Agreement for the fiscal year of the REIT ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

*[Use following paragraph 1 for fiscal **quarter-end** financial statements]*

1. The Borrower has delivered the unaudited financial statements required by Section 6.01(b) of the Agreement for the fiscal quarter of the REIT ended as of the above date. Such financial statements fairly present the financial condition, results of operations, shareholder's equity and cash flows of the Consolidated Group in accordance with GAAP as at such date and for such period, subject only to customary year-end audit adjustments and the absence of footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Loan Parties during the accounting period covered by such financial statements.

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Form of Compliance Certificate

3. A review of the activities of the Loan Parties during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Loan Parties performed and observed all their Obligations under the Loan Documents, and

*[select one:]*

**[during such fiscal period each of the Loan Parties performed and observed each covenant and condition of the Loan Documents applicable to it, and no Default has occurred and is continuing.]**

—or—

**[during such fiscal period the following covenants or conditions have not been performed or observed and the following is a list of each such Default and its nature and status:]**

4. The representations and warranties of the Borrower and the REIT contained in Article V of the Agreement, and any representations and warranties of any Loan Party that are contained in any document furnished at any time under or in connection with the Loan Documents, are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this Compliance Certificate, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Agreement, including the statements in connection with which this Compliance Certificate is delivered.

5. The financial covenant analyses and information set forth on Schedule 1 attached hereto are true and accurate on and as of the date of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of \_\_\_\_\_, \_\_\_\_\_.

**AMERICAN ASSETS TRUST, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 1**  
to the Compliance Certificate  
(\$ in 000's)

**I. Section 7.11(a) – Consolidated Tangible Net Worth.**

A. Consolidated Tangible Net Worth at Statement Date:

1.	Shareholders' Equity of the Consolidated Group as of the Statement Date:	\$
2.	Intangible Assets of the Consolidated Group as of the Statement Date:	\$
3.	Accumulated depreciation on the assets of the Consolidated Group as of Statement Date:	\$
4.	Consolidated Tangible Net Worth (Line I.A.1. – Line I.A.2. + Line I.A.3.):	\$

B. 85% of Net Cash Proceeds received by the REIT after the Closing Date from issuances or sales of its Equity Interests occurring after the Closing Date (other than any such Net Cash Proceeds received in connection with any dividend reinvestment program): \$

C. Minimum required Consolidated Tangible Net Worth (\$690,750,000 + Line I.B.): \$

D. Excess (deficient) for covenant compliance (Line I.A.4. – I.C.): \$

**II. Section 7.11 (b) – Consolidated Secured Leverage Ratio.**

A. Consolidated Total Secured Indebtedness at Statement Date: \$

B. Secured Total Asset Value at Statement Date:

Total Asset Value:

a. Portfolio Property Net Operating Income of each Portfolio Property (excluding each Disposed Portfolio Property, each Newly-Acquired Portfolio Property and each Non-Stabilized Portfolio Property) owned by the Consolidated Group for the fiscal quarter ending on above date ("Subject Period"): \$

b. Applicable Capitalization Rate for each Portfolio Property included in clauses a. above: %<sup>2</sup>

c. Acquisition cost paid by Consolidated Group for each Newly-Acquired Portfolio Property \$

<sup>2</sup> Should specify for each type of Portfolio Property included in Line II.B.a.

d.	Aggregate book value of all Permitted Investments owned by Consolidated Group at Statement Date	\$
e.	(Line II.B.a.) <sup>3</sup> * 4 + Line II.B.c. + Line II.B.d.	\$
f.	Consolidated Group Pro Rata Share of items referenced in Lines II.B.a. – II.B.d. of Unconsolidated Affiliates	\$
g.	<u>Total Asset Value</u> : Line II.B.e. + Line II.B.f.	\$
h.	Cash and Cash Equivalents owned by the Consolidated Group on the Statement Date	\$
i.	Consolidated Group Pro Rata Share of cash and Cash Equivalents owned by Unconsolidated Affiliates on the Statement Date	\$
j.	<b><u>Secured Total Asset Value</u></b> : Line II.B.g. + Line II.B.h. + Line II.B.i.	\$
	Maximum Consolidated Total Secured Indebtedness Permitted	\$
	50% of Secured Total Asset Value	

### III. Section 7.11(c) – Consolidated Leverage Ratio

A.	Consolidated Total Indebtedness at Statement Date:	\$
B.	Unrestricted Cash Amount at Statement Date:	\$
C.	Total Asset Value at Statement Date (Line II.B.g.):	\$
	Consolidated Total Indebtedness minus Unrestricted Cash Amount (Line III.A. – Line III.B.)	\$
	Maximum Consolidated Total Indebtedness Minus Unrestricted Cash Amount Permitted:	
	60% of Total Asset Value (Line II.B.g.)	\$

### IV. Section 7.11 (d) – Consolidated Fixed Charge Coverage Ratio.

A.	Consolidated EBITDA for the fiscal quarter ending on above date (“ <u>Subject Period</u> ”) <sup>8</sup> :	
1.	The net income (or loss) of the Consolidated Group (including the Consolidated Group Pro Rata Share of the net income (or loss) of each Unconsolidated Affiliate), computed in accordance with GAAP for Subject Period:	\$
2.	Any extraordinary or non-recurring gain (or extraordinary or non-recurring loss) realized during Subject	

<sup>3</sup> Amounts in Line II.B.a. should be adjusted by being divided by the Applicable Capitalization Rate for each Portfolio Property included therein (Line II.B.b.)

<sup>8</sup> Annualized for fiscal quarters ending on or prior to September 30, 2011 as and to the extent required in Credit Agreement

Period by any member of Consolidated Group (including Consolidated Group Pro Rata Share of any extraordinary or non-recurring gain (or extraordinary or non-recurring loss) realized during Subject Period by any Unconsolidated Affiliate): \$

3. Total cash interest expense (including, for the avoidance of doubt, capitalized interest) of the Consolidated Group for Subject Period (including the Consolidated Group Pro Rata Share of total cash interest expense (including, for the avoidance of doubt, capitalized interest) of each Unconsolidated Affiliated for Subject Period) (plus, to the extent not already included in such total cash interest expense, amortization of deferred financing costs): \$

4. Provision for federal, state, local and foreign income taxes of the Consolidated Group (including the Consolidated Group Pro Rata Share of the provision for federal, state, local and foreign income taxes of each Unconsolidated Affiliate) for Subject Period: \$

5. Non-cash charges of the Consolidated Group for Subject Period (excluding any non-cash charge that results in an accrual of a reserve for a cash charge in any future period): \$

6. Consolidated Group Pro Rata Share of non-cash charges of Unconsolidated Affiliates for Subject Period (excluding any non-cash charge that results in an accrual of a reserve for a cash charge in any future period): \$

7. Acquisition closing costs of the Consolidated Group that were capitalized prior to FAS 141-R reducing Consolidated Net Income (including the Consolidated Group Pro Rata Share of acquisition closing costs of Unconsolidated Affiliates that were capitalized prior to FAS 141-R reducing Consolidated Net Income): \$

8. Depreciation and amortization expense of the Consolidated Group (including the Consolidated Group Pro Rata Share of depreciation and amortization expense of each Unconsolidated Affiliate) for Subject Period: \$

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Form of Compliance Certificate

9.	One-time costs and expenses relating to the effectiveness of the credit facility evidenced by the Credit Agreement, the Initial Public Offering of the REIT and the transactions relating thereto, to the extent such fees and expenses are incurred on prior to the date that is ninety-days following the Closing Date:	\$
10.	Non-cash items of the Consolidated Group for Subject Period increasing Consolidated Net Income (other than the reversal of any accrual of a reserve referred to in the parenthetical in Line IV.A.5. above, except to the extent such reversal results from a cash payment):	\$
11.	Consolidated Group Pro Rata Share of non-cash items of Unconsolidated Affiliates for Subject Period increasing Consolidated Net Income (other than the reversal of any accrual of a reserve referred to in the parenthetical in Line IV.A.6. above, except to the extent such reversal results from a cash payment):	\$
12.	<u>EBITDA</u> (Lines IV.A.1. – 2. + 3. + 4. + 5. + 6. + 7. + 8. +9. – 10. – 11.):	\$
<b>B. Consolidated Fixed Charges for Subject Period:<sup>9</sup></b>		
1.	Consolidated Interest Expense for Subject Period:	\$
2.	Scheduled payments of principal on Consolidated Total Debt for Subject Period (excluding balloon payments payable on maturity):	\$
3.	The amount of dividends or distributions paid or required to be paid by any member of the Consolidated Group (other than to another member of the Consolidated Group) during Subject Period in respect of its preferred Equity Interests:	\$
4.	The Consolidated Group Pro Rata Share of the amount of dividends or distributions paid or required to be paid by any Unconsolidated Affiliate (to Persons other than (x) a member of the Consolidated Group or (y) an Unconsolidated Affiliate in which the percentage of Equity Interests of such Unconsolidated Affiliate owned by the Consolidated Group is greater than or equal to the percentage of Equity Interests owned by the	

<sup>9</sup> Annualized for fiscal quarters ending on or prior to September 30, 2011 as and to the extent required in Credit Agreement

Consolidated Group in the Unconsolidated Affiliate paying the dividend or distribution) during Subject Period in respect of its preferred Equity Interests:

\$

5. Consolidated Fixed Charges (Lines IV.B.1. + 2. + 3. + 4.):

\$

C. Consolidated Fixed Charge Coverage Ratio (Line IV.A.12. ( Line IV.B.5.):

to 1.00

Minimum required: 1.50 to 1.00

**V. Consolidated Leverage Ratio (for purposes of determining Pricing Level in Applicable Rate)**

A. Consolidated Total Indebtedness at Statement Date:

\$

B. Unrestricted Cash Amount at Statement Date:

\$

C. Total Asset Value at Statement Date (Line II.B.g.):

\$

Consolidated Leverage Ratio (Line V.A. – Line V.B.) ( Line V.C. (expressed as a percentage).

%

**Pricing Level in Applicable Rate definition**

**[I][II][III][IV]**

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Form of Compliance Certificate

## VI. Permitted Investments

### Investments at Statement Date in:

<u>Type of Permitted Investment</u>	<u>Limitation under Section 7.3</u>	<u>Actual Percentage of TAV</u>	<u>Actual Aggregate Amount of such Permitted Investments</u>
Unconsolidated Affiliates [Aggregate Unconsolidated Affiliate Investment Amount]	Not in excess of 20% of the Total Asset Value [7.03(b)(iii)(x)]	% of Total Asset Value	\$
Subsidiaries that are not Loan Parties [Aggregate Non-Loan Party Investment Amount]	Not in excess of 20% of the Total Asset Value [7.03(b)(iv)(x)]	% of Total Asset Value	\$
Unimproved land holdings [Aggregate Unimproved Land Holdings Investment Amount]	Not in excess of 5% of the Total Asset Value [7.03(c)(i)]	% of Total Asset Value	\$
Commercial mortgage loans and commercial real estate-related mezzanine loan [Aggregate Real Estate Loan Investment Amount]	Not in excess of 10% of the Total Asset Value [7.03(d)(i)]	% of Total Asset Value	\$
Investments in respect of costs to construct Portfolio Properties under development [Aggregate Construction Costs Investment Amount]	Not in excess of 25% of the Total Asset Value [7.03(e)(i)]	% of Total Asset Value	\$



The sum of the Aggregate Construction Costs Investment Amount, the Aggregate Real Estate Loan Investment Amount, the Aggregate Unimproved Land Holdings Investment Amount, the Aggregate Unconsolidated Affiliate Investment Amount and the Aggregate Non-Loan Party Investment Amount	Not in excess of 25% of the Total Asset Value [7.03(b)(iii)(y)] [7.03(b)(iv)(y)] [7.03(c)(ii)] [7.03(d)(ii)] [7.03(e)(ii)]	% of Total Asset Value     \$
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Form of Compliance Certificate



## **American Assets Trust, Inc. Announces Amendment to Revolving Credit Facility**

### **Company Release – January 10, 2012**

SAN DIEGO – American Assets Trust, Inc. (NYSE:AAT) (the “Company”) announced today that it has amended its revolving credit facility. The revolving credit facility, arranged by Bank of America, N.A., was amended to (1) extend the maturity date to January 10, 2016 (with a one year extension option), (2) decrease the applicable interest rates and (3) modify certain financial covenants contained therein.

Robert F. Barton, the Company’s Chief Financial Officer, stated “We believe this amended facility combined with the Company’s cash on the balance sheet will provide sufficient liquidity for growth in the coming years”.

Additional information regarding the amended revolving credit facility can be found in the Company’s Form 8-K filed on January 10, 2012 with the Securities and Exchange Commission.

### **About American Assets Trust, Inc.**

American Assets Trust, Inc. is a full service, vertically integrated and self-administered real estate investment trust, or REIT, that owns, operates, acquires and develops high quality retail and office properties in attractive, high-barrier-to-entry markets primarily in Southern California, Northern California, Oregon and Hawaii. The Company was formed to succeed to the real estate business of American Assets, Inc., a privately held corporation founded in 1967 and, as such, has significant experience, long-standing relationships and extensive knowledge of its core markets, submarkets and asset classes. The Company’s retail portfolio comprises approximately 3.0 million rentable square feet, and its office portfolio comprises approximately 2.2 million square feet. In addition the company owns one mixed-use property (including approximately 97,000 rentable square feet of retail space and a 369-room all-suite hotel) and over 900 multifamily units. The Company has elected, or will elect, to be taxed and intends to operate in a manner that will allow it to qualify as a real estate investment trust, or REIT, for federal income tax purposes. For additional information, visit [www.americanassetstrust.com](http://www.americanassetstrust.com).

### **Forward Looking Statements**

This press release may contain forward-looking statements within the meaning of the federal securities laws, which are based on current expectations, forecasts and assumptions that involve risks and uncertainties that could cause actual outcomes and results to differ materially. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. In some cases, you can identify forward-looking statements by the use of forward-looking terminology such as “may,” “will,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” or “potential” or the negative of these words and phrases or similar words or phrases which are predictions of or indicate future events or trends and which do not relate solely to historical matters. While forward-looking statements reflect the Company’s good faith beliefs, assumptions and expectations, they are not guarantees of future performance. For a further

discussion of these and other factors that could cause the Company's future results to differ materially from any forward-looking statements, see the section entitled "Risk Factors" in the Company's annual report on Form 10-K filed on March 30, 2011, and other risks described in documents subsequently filed by the Company from time to time with the Securities and Exchange Commission. The Company disclaims any obligation to publicly update or revise any forward-looking statement to reflect changes in underlying assumptions or factors, of new information, data or methods, future events or other changes.

**Source: American Assets Trust, Inc.**

**Investor and Media Contact:**

American Assets Trust

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