

**FOURTH AMENDMENT
TO OFFICE SPACE LEASE BETWEEN
THE CITY OF SAN JOSE ("LESSEE")
AND WEN YUAN HUANG AND KAI-LEE K.L. HUANG,
TRUSTEES OF THE HUANG FAMILY TRUST DATED AUGUST 28, 1984
AS AMENDED FEBRUARY 28, 2005 ("LESSOR")
(1671 The Alameda, Suite 100 San Jose, CA 95126)**

This Fourth Amendment to Office Space Lease Agreement ("Fourth Amendment") is made and entered into by and between the CITY OF SAN JOSE, a California municipal corporation (hereinafter "LESSEE" or "CITY") and WEN YUAN HUANG AND KAI-LEE K.L. HUANG, TRUSTEES OF THE HUANG FAMILY TRUST DATED AUGUST 28, 1984 AS AMENDED FEBRUARY 28, 2005 (hereinafter "LESSOR"), is dated January 26, 2022 and is made and entered into upon execution by CITY. For purposes of this Fourth Amendment, LESSOR and LESSEE are sometimes referred to herein collectively as "Parties".

WHEREAS, CITY and LESSOR entered into that certain Office Space Lease Agreement for office space at 1671 The Alameda, San Jose, California, commencing on December 1, 2011 and expiring on November 30, 2016 ("Lease"). All capitalized terms used but not defined herein shall have the meaning provided in the Lease;

WHEREAS, CITY and LESSOR entered into that certain First Amendment to the Lease for additional tenant improvements not to exceed \$50,000 and to extend the substantially completed date and rent credit ("First Amendment");

WHEREAS, CITY and LESSOR entered into that certain Second Amendment to the Lease for addition of 138 square feet, totaling 8,041 square feet, within the Building to the Leased Premises ("Second Amendment");

WHEREAS, CITY and LESSOR entered into that certain Third Amendment to further expand the Leased Premises and extend the Lease term for sixty (60) additional months pursuant to Section 4 of the Lease; and

WHEREAS, CITY and LESSOR mutually desire to amend said LEASE subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree to amend the LEASE as follows:

- A. SECOND EXTENDED TERM.** Section 3 of the Lease titled "Term" is amended in its entirety to read as follows:

“The initial term of the Lease commenced on December 1, 2011 and expired November 30, 2016 (the “Initial Term”). An extension of the Lease, pursuant to CITY’s exercising the Option under Section 4, commenced on December 1, 2016 and expired November 30, 2021 (the “First Extended Term”). CITY shall occupy the space on a holdover basis from December 1, 2021 through December 31, 2021 at the same rent rate as the previous month. A second extension of the Lease shall commence from January 1, 2022 through December 31, 2026 (the “Second Extended Term”).”

B. SECOND EXTENDED TERM RENT. The following language shall be appended to Section 5.1 of the Lease titled “Rent”:

“For the Second Extended Term: January 1, 2022 to December 31, 2026:

Year:		Base Rent:	Base Rent/SF:
1	January 1, 2022 – December 31, 2022	\$20,102.50	\$2.50
2	January 1, 2023 – December 31, 2023	\$20,705.58	\$2.58
3	January 1, 2024 – December 31, 2024	\$21,326.74	\$2.65
4	January 1, 2025 – December 31, 2025	\$21,966.54	\$2.73
5	January 1, 2026 – December 31, 2026	\$22,625.54	\$2.81

C. TENANT IMPROVEMENTS. The following language is hereby appended to Section 19 of the Lease titled “Tenant Improvements”.

“For the Second Extended Term, CITY accepts the Premises in its “As-Is” condition with the following exceptions which LESSOR, at its sole cost and expense, shall complete by December 31, 2022:

- (a) Construct a floor-ceiling temperature-insulation barrier on the concrete block walls as noted during the October 8, 2021 facility tour;
- (b) Replace all stained or broken acoustical ceiling tiles throughout the Premises;
- (c) Research & resolve as soon as possible a reported odor in one (1) rear office;
- (d) Replace/repair any failing fluorescent lighting fixtures and bulbs;
- (e) Professionally clean all floor coverings as needed; and
- (f) Repair any loose seams in existing carpet floor coverings.”

D. RIGHT TO TERMINATE. The following language is hereby appended

to Section 26 of the Lease titled "Right to Terminate":

"For the Second Extended Term, CITY shall have the Right to Terminate this lease, without cause upon one hundred twenty (120) day prior written notification to Lessor, delivered at any time after the expiration of the first year of the Extended Term.

Whereas, if the effective date of such Lease Termination is between month thirteen (13) and thirty (30) of the Extended Term, CITY shall pay to LESSOR six (6) months of rent as set forth above. If the effective date of such Lease Termination is between months thirty-one (31) through forty-eight (48) of the Extended Term, CITY shall pay to LESSOR four (4) months of rent as set forth above."

- E. TERMS OF AMENDMENT PREVAIL.** In the event of any conflict between the terms of the Lease, the First Amendment, the Second Amendment, or the Third Amendment and the terms of this Fourth Amendment, and as further amended herein, the terms of this Fourth Amendment shall prevail.
- F. FULL FORCE AND EFFECT.** All provisions of the Lease, the First Amendment, the Second Amendment, and the Third Amendment not specifically amended by this Fourth Amendment shall remain in full force and effect.
- G. ENTIRE AGREEMENT; AMENDMENT.** This Fourth Amendment constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Amendment may not be amended or revised except by a writing executed by both parties. Together, the Lease, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall be defined hereinafter as the "Lease".
- H. COUNTERPARTS.** This Fourth Amendment may be executed in any number of separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Unless otherwise prohibited by law or policy of a Party, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City. Each Party (i) has agreed to permit the use, from time to time and when allowed by law, of

electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by electronic signature, (iii) is aware that the other will rely on the electronic signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term “electronically signed contract” shall include any signature sent via facsimile or via email in portable document format (“.pdf”).

[Signatures on following page]

