

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE is dated this 18th day of August, 2022, by and between **Sun Garden Center 3 LLC**, hereinafter referred to as LESSOR, and the **City of San José**, hereinafter referred to as CITY.

WHEREAS, the LESSOR and the CITY entered into that certain Lease between LESSOR and CITY dated May 12, 2003, for that certain premises located at 1598 Monterey Road, San José, California (the "Lease"), as more particularly described in the Lease (the "Premises"); and

WHEREAS, on May 3, 2013, CITY exercised the first Renewal Option, as defined in Section 24(c) of the Lease, extending the term of the Lease for three years through May 31, 2016, subject to the terms and conditions set forth therein; and

WHEREAS, in 2015, LESSOR and CITY entered into a First Amendment to Lease, extending the term of the Lease through May 31, 2019, subject to the terms and conditions set forth therein; and

WHEREAS, in 2019, LESSOR and CITY entered into a Second Amendment to Lease, extending the term of the Lease through May 31, 2021, subject to the terms and conditions set forth therein; and

WHEREAS, in 2021, LESSOR and CITY entered into a Third Amendment to Lease, extending the term of the Lease for the Evidence Unit consisting of 30,015 square feet of space through June 30, 2026, and the Auto Unit consisting of 69,804 square feet of space through December 31, 2023, subject to the terms and conditions set forth therein;

WHEREAS, CITY and LESSOR acknowledge that CITY had an Option to Extend the Lease for the Auto Unit through June 30, 2026, and that CITY has exercised that Option to Extend; and

WHEREAS, CITY and LESSOR wish to amend said Lease, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency thereof which is hereby acknowledged, by this Amendment the parties hereto agree as follows:

1. TERM: The term of this Lease shall be extended for an additional period of sixty (60) months. The revised Expiration Date shall be June 30, 2031 ("Amended Lease Term").
2. RENT: CITY shall pay to LESSOR Base Rent, in advance, as follows:

EVIDENCE UNIT – 30,015 Square Feet

<u>ADJUSTMENT DATE</u>	<u>MONTHLY BASE RENT</u>
July 1, 2026 – June 30, 2027	\$29,714.85
July 1, 2027 – June 30, 2028	\$29,714.85
July 1, 2028 – June 30, 2029	\$30,615.30

July 1, 2029 – June 30, 2030	\$30,615.30
July 1, 2030 – June 30, 2031	\$31,515.75

AUTO UNIT – 69,804 Square Feet

<u>ADJUSTMENT DATE</u>	<u>MONTHLY BASE RENT</u>
July 1, 2022 – June 30, 2023	\$53,051.04
July 1, 2023 – June 30, 2024	\$55,703.59
July 1, 2024 – June 30, 2025	\$55,703.59
July 1, 2025 – June 30, 2026	\$55,703.59
July 1, 2026 – June 30, 2027	\$61,427.52
July 1, 2027 – June 30, 2028	\$61,427.52
July 1, 2028 – June 30, 2029	\$63,521.64
July 1, 2029 – June 30, 2030	\$63,521.64
July 1, 2030 – June 30, 2031	\$65,615.76

3. TERMS OF AMENDMENT PREVAIL: In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail.
4. FULL FORCE AND EFFECT: The original Lease, dated May 12, 2003, as modified by the First Renewal Option, First Amendment, Second Amendment, and Third Amendment, and as further amended herein, shall continue in full force and effect.
5. ENTIRE AGREEMENT; AMENDMENT: This 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the parties the day and year first hereinabove written.

LESSOR:

SUN GARDEN CENTER 3 LLC

By: SDS NexGen Partners, LP
Its: Managing Member

By: Shirlee DiNapoli Schiro & Mulcahy
Partners, LLC, General Partner

Shirlee DiNapoli Schiro

By: Email: michael@sdsnexgen.com
Date: 08/15/2022 GMT

Shirlee DiNapoli Schiro, Managing Member

CITY:

CITY OF SAN JOSE

Sarah Zarate

By: Email: sarah.zarate@sanjoseca.gov
Date: 08/18/2022 GMT

Type Name: Sarah Zarate

Its: Director, Office of Administration,
Policy and Intergovernmental Relations



Approved as to Form:

Attorney

Cameron Day

Santa Clara County, California

Cameron Day

Email: cameron.day@sanjoseca.gov
Date: 08/17/2022 GMT