

RECORDING REQUESTED BY:

City of San José

AND WHEN RECORDED MAIL TO:

Anzel Galvan LLP

595 Pacific Avenue, 4th Floor

San Francisco, California 94133

Attention: Juan M. Galvan

[Space above for Recorder's use.]

SIXTH AMENDMENT TO SITE LEASE

Dated as of May 1, 2025

between

**CITY OF SAN JOSE,
as Lessor**

and

**CITY OF SAN JOSE FINANCING AUTHORITY,
as Lessee**

NO DOCUMENTARY TRANSFER TAX DUE. This Sixth Amendment to Site Lease is recorded for the benefit of the City of San José and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

SIXTH AMENDMENT TO SITE LEASE

This Sixth Amendment to Site Lease (this “Sixth Amendment”), dated as of May 1, 2025, is between the CITY OF SAN JOSE, a charter city and municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”), as lessor, and the CITY OF SAN JOSE FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the “Authority”), as lessee;

RECITALS

WHEREAS, pursuant to an Amended and Restated Trust Agreement, dated as of June 1, 2005, by and between the Authority and Computershare Trust Company, National Association, as successor trustee (the “Trustee”), as amended and supplemented from time to time up to and including the Seventh Supplement to Amended and Restated Trust Agreement, dated as of September 1, 2021, between the Authority and the Trustee (as so amended and supplemented, the “Trust Agreement”), from time to time the Authority has issued its (i) Tax-Exempt Lease Revenue Commercial Paper Notes, Series 1 (the “Series 1 Notes”), (ii) Taxable Lease Revenue Commercial Paper Notes, Series 1-T (the Series 1-T Notes”), (iii) Tax-Exempt Lease Revenue Commercial Paper Notes, Series 2 (the “Series 2 Notes”), and (iv) Taxable Lease Revenue Commercial Paper Notes, Series 2-T (the “Series 2-T Notes”) (collectively, the “Notes”); and

WHEREAS, in connection with the Notes, the City and the Authority have entered into a Site Lease dated as of January 1, 2004 and recorded on January 27, 2004 as document number 17587104 in the Office of the Recorder of the County of Santa Clara, as amended and supplemented by (i) the First Amendment to Site Lease dated as of June 1, 2005 and recorded on June 24, 2005 as document number 18439695 in the Office of the Recorder of the County of Santa Clara, (ii) the Second Amendment to Site Lease dated as of November 1, 2005 and recorded on November 16, 2005 as document number 18679749 in the Office of the Recorder of the County of Santa Clara, (iii) the Third Amendment to Site Lease dated as of March 1, 2011 and recorded on April 1, 2011 as document number 21132003 in the Office of the Recorder of the County of Santa Clara, (iv) the Fourth Amendment to Site Lease dated as of February 1, 2013 and recorded on February 27, 2013 as document number 22109468 in the Office of the Recorder of the County of Santa Clara, and (v) the Fifth Amendment to Site Lease dated as of November 1, 2015 and recorded on November 18, 2015 as document number 23145168 (as so amended and supplemented, the “Site Lease”), pursuant to which the Property (as defined in the Site Lease) is leased by the City, as lessor, to the Authority, as lessee; and

WHEREAS, the City and the Authority have entered into a Sublease dated as of January 1, 2004 and recorded on January 27, 2004 as document number 17587105 in the Office of the Recorder of the County of Santa Clara, as amended by (i) the First Amendment to Sublease dated as of June 1, 2005 and recorded on June 24, 2005 as document number 18439696 in the Office of the Recorder of the County of Santa Clara, (ii) the Second Amendment to Sublease dated as of November 1, 2005 and recorded on November 16, 2005 as document number 18679750 in the Office of the Recorder of the County of Santa Clara, (iii) the Third Amendment to Sublease dated as of March 1, 2011 and recorded on April 1, 2011 as document number 21132004, (iv) the Fourth Amendment to Sublease dated as of February 1, 2013 and recorded on February 27, 2013 as document number 22109469, (v) the Fifth Amendment to Sublease dated as of November 1, 2015 and recorded on November 18, 2015 as document number 23145169, (vi) the Sixth Amendment to Sublease dated as of August 1, 2018

and recorded on August 27, 2018 as document number 24011048, and (vii) the Seventh Amendment to Sublease dated as of September 1, 2021 and recorded on September 22, 2021 as document number 25108414 (as so amended and supplemented, the “Sublease”), pursuant to which the Authority leases the Property to the City; and

WHEREAS, concurrently with this Sixth Amendment, the Sublease is being amended by an Eighth Amendment to Sublease dated as of May 1, 2025, between the Authority, as sublessor, and the City, as sublessee, which Eighth Amendment to Sublease is being recorded concurrently herewith; and

WHEREAS, concurrently herewith, the Authority and the Trustee are entering into an Eighth Supplement to Amended and Restated Trust Agreement dated as of May 1, 2025 (the “Eighth Supplement to Trust Agreement”) to reflect the delivery of an irrevocable direct-pay letter of credit by TD Bank, N.A. (the “Bank”) to support the payment of principal and interest on the Series 1 Notes and the Series 1-T Notes (the “Letter of Credit”), in accordance with Section 6.02 of the Trust Agreement, pursuant to a Letter of Credit and Reimbursement Agreement dated May 1, 2025 (the “Reimbursement Agreement”), among the Authority, the City and the Bank, effective [May 20], 2025;

WHEREAS, pursuant to Section 17 of the Site Lease and Section 7.02 of the Trust Agreement, the Authority and the City desire to amend the Site Lease to, among other things, update the addresses for notices therein, and release from the leasehold under the Site Lease certain property known as the _____ (the “Removed Property”), as more particularly described in Exhibit B hereto; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the City and the Authority do hereby agree as follows:

Section 1. Notices. Section 14 of the Site Lease is hereby amended to read in its entirety as follows:

All notices, requests, demands and other communications under this Site Lease shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to the City: City of San José
 c/o: Finance Department-Debt Management
 City of San José
 200 East Santa Clara Street, 13th Floor
 San José, California 95113-1905

If to the Authority: City of San José
 c/o: Finance Department-Debt Management
 City of San José
 200 East Santa Clara Street, 13th Floor
 San José, California 95113-1905

If to the Trustee: Computershare Trust Company,
 National Association
 1505 Energy Park Drive
 St. Paul, MN 55108
Attention: _____

or to such other address or addresses as any such person shall have designated to the others by notice given in accordance with the provisions of this Section 14.

Copies of any such notices, requests, demands or other communications under this Site Lease given by either the City or the Authority shall be provided to the Trustee, at the address specified above in this Section 14, and to the Banks at their addresses as indicated in their respective Reimbursement Agreements.

Section 2. Release of Property. The Authority and the City hereby agree that the Removed Property, as more particularly described in Exhibit B hereto, shall be released from the leasehold under the Site Lease. On and after the effective date of this Sixth Amendment, the Components subject to the leasehold of the Site Lease, as amended by this Sixth Amendment, shall consist solely of the parcels of real property, together with the buildings and improvements thereon owned by the City, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

Section 3. Execution in Counterparts. This Sixth Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4. Site Lease. Except as amended hereby, the Site Lease will remain in full force and effect. Reference to this Sixth Amendment need not be made in any note, document, agreement, letter, certificate, the Site Lease or any communication issued or made subsequent to or with respect to the Site Lease, it being hereby agreed that any reference to the Site Lease shall be sufficient to refer to the Site Lease as hereby amended.

Section 5. Effective Date. This Sixth Amendment shall become effective upon (i) the recordation hereof in the Official Records of the Santa Clara County Recorder inasmuch as the requirements set forth in Section 7.02(a) of the Trust Agreement have been met, and (ii) the effectiveness of the Eighth Supplement to Amended and Restated Trust Agreement dated as of May 1, 2025, between the Authority and the Trustee.

Section 6. Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Authority have caused this Sixth Amendment to Site Lease to be executed by their respective officers thereunto duly authorized, all as of the date and year first above written.

CITY OF SAN JOSE

By: _____
Maria Öberg
Director of Finance

Attest:

By: _____
Toni J. Taber, CMC
City Clerk

**CITY OF SAN JOSE FINANCING
AUTHORITY**

By: _____
Maria Öberg
Treasurer

Attest:

By: _____
Toni J. Taber, CMC
Secretary

APPROVED AS TO FORM:
Nora Frimann, City Attorney

By: _____
Rosa Tsongtaatarii
Chief Deputy City Attorney

The undersigned hereby consents to the execution and delivery of this Sixth Amendment to Site Lease effective the date first above written.

TD BANK, N.A., as the Bank with respect to
the Series 1 Notes and the Series 1-T Notes

By: _____
[]
Authorized Representative

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA) SS.

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

EXHIBIT A

Legal Description of Components Subject to Site Lease

[Attached]

EXHIBIT B

Legal Description of Removed Property

[Attached]