

**FIRST AMENDMENT TO OFFICE LEASE
BY AND BETWEEN 152 NORTH THIRD STREET OWNER, LLC AND CITY OF SAN JOSE
DATED DECEMBER 1, 2015 AND TERMINATION OF LEASE**

THIS FIRST AMENDMENT TO OFFICE LEASE AND TERMINATION OF LEASE (“Lease Termination”) made and entered into this _____ day of October, 2019 (“Effective Date”) by and between the 152 NORTH THIRD STREET OWNER, LLC, a California limited liability company, as the successor in interest to RPRO152N3, LLC, a California limited liability company (“Landlord”) and the CITY OF SAN JOSE, a Municipal Corporation of the State of California (“Tenant” and, together with Landlord, collectively, “Parties”).

RECITALS

A. The Landlord and Tenant entered into that certain office lease dated December 1, 2015 (“Lease”), for the lease of the space commonly known as Unit 602 at 152 N. Third Street, San Jose, California (“Premises”). Capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Lease.

B. The Landlord and Tenant hereto acknowledge and agree that, notwithstanding any provision to the contrary set forth in the Lease, the Lease is currently in full force and effect, has continued in full force and effect without interruption since the date Tenant initially took occupancy of the Premises and that Tenant currently occupies the Premises pursuant to the terms thereof

C. The Landlord and Tenant now desire to amend the Lease as both Parties wish to terminate the Lease early in accordance the terms negotiated and agreed to below.

D. NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Termination of Lease. Landlord and Tenant agree that the Lease shall terminate effective as of November 30, 2019 (“Termination Date”) and, from and after such date, shall be of no further force or effect, provided that such termination shall not relieve Tenant or Landlord of:

- a. any accrued obligation or liability under the Lease as of said Termination Date, or
- b. any obligation under the Lease which was reasonably intended to survive the expiration or termination thereof.

Notwithstanding anything to the contrary contained herein, the Lease shall remain in full force and effect, in accordance with its existing terms, until the Termination Date.

2. Termination Rights. Both parties agree that there are no termination rights due to either Party under the Lease, excepting any agreements expressly made by and between the Parties in this Lease Termination.

3. Vacation of Premises. Tenant shall completely vacate the Premises and shall remove all property therefrom on or before the Termination Date in accordance with the provisions of the Lease,

such that Tenant shall surrender the Premises to Landlord in the physical condition required pursuant to the Lease.

4. Reimbursement of Tenant’s Moving Expenses. Landlord shall, at Landlord’s sole expense, reimburse Tenant for Tenant’s reasonable out-of-pocket expenses incurred for moving Tenant’s furniture, equipment, supplies, files, and other such personal property incident to its business to Tenant’s relocated office space within the City of San Jose.

5. Refund of Security Deposit. Provided that Tenant complies with its obligations under Section 3 above, Landlord shall refund to Tenant’s its Security Deposit (\$8,385.36) given to Landlord pursuant to Section 21 of the Lease within thirty (30) days after the Termination Date.

6. Acknowledgment of Authority and Notice. Each Party signing below warrants and guarantees that s/he is legally authorized to execute this Lease Termination on behalf of the respective party and that such execution shall bind said party to the terms of this Lease Termination. Both Parties expressly acknowledge receiving formal notice under the Lease of this Lease Termination amendment effective immediately upon the execution hereof.

7. Execution in Counterparts. This Lease Termination may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

8. Conflict. In the event of a conflict between the terms of this Lease Termination and the provisions of the Lease, the terms and provisions of the Lease Termination shall control.

IN WITNESS WHEREOF, the Tenant and Landlord have executed this Lease Termination as of the day and year first written above.

TENANT:

Approved as to form:

THE CITY OF SAN JOSE

Cameron Day, Deputy City Attorney

By: _____
Name: Leland Wilcox
Title: Chief of Staff, Office of the City Manager

LANDLORD:

152 NORTH THIRD STREET OWNER, LLC

By: _____
Print Name: _____
Title: _____