

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is dated this _____ day of _____, 2019, by and between **Sun Garden Center 3 LLC (formerly Sun Garden Tenants in Common)**, 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, 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 twenty-four (24) months. The revised Expiration Date shall be May 31, 2021 ("Amended Lease Term").
2. **RENT**: CITY shall pay to LESSOR Base Rent, in advance, as follows:

<u>ADJUSTMENT DATE</u>	<u>MONTHLY BASE RENT</u>
June 1, 2019 – May 31, 2020	\$69,000.00
June 1, 2020 – May 31, 2021	\$71,070.00

3. **TENANT SECURITY**: Tenant agrees to install an updated or new monitored security system to protect from intrusion or unlawful entry to the Premises, subject to Landlord's approval, which shall not be unreasonably withheld or delayed.
4. **CITY SIGNAGE**: CITY agrees to install four (4) additional signs on the Premises, to be mutually agreed upon by the parties and completed by CITY by August 30, 2019.

5. 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.

6. FULL FORCE AND EFFECT: The original Lease, dated May 12, 2003, as modified by the first Renewal Option and First Amendment, and as further amended herein, shall continue in full force and effect.

7. 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
(formerly Sun Garden Tenants in Common)

CITY:
CITY OF SAN JOSE

By: SDS NexGen Partners, LP
 Its: Managing Member

By: _____

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

Type Name:

Its:

By: *Shirlee DiNapoli Schiro*
 Shirlee DiNapoli Schiro, Managing Member

APPROVED AS TO FORM:

By: *Kevin Fisher*

Type Name: Kevin Fisher

Its: Chief Deputy City Attorney