

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

**Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Stephen G. Melikian, Esq.**

SIXTH AMENDMENT TO SUBLEASE

Dated as of _____ 1, 2018

between

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

and

**CITY OF SAN JOSE,
as Sublessee**

NO DOCUMENTARY TRANSFER TAX DUE. This Sixth Amendment to Sublease 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 SUBLEASE

This SIXTH AMENDMENT TO SUBLEASE, dated as of _____ 1, 2018 (the "Sixth Amendment to Sublease"), is entered into between the CITY OF SAN JOSE FINANCING AUTHORITY (the "Authority"), a joint powers authority formed under the laws of the State of California, as sublessor, and the CITY OF SAN JOSE (the "City"), a charter city and municipal corporation duly organized and existing under the laws and Constitution of the State of California, as Sublessee.

RECITALS

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 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, 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, the Third Amendment to Sublease dated as of March 1, 2011 and recorded on April 1, 2011 as document number 21132004, the Fourth Amendment to Sublease dated as of February 1, 2013 and recorded on February 27, 2013 as document number 22109469, and the Fifth Amendment to Sublease dated as of November 1, 2015 and recorded on November 18, 2015 as document number 23145169 (collectively, as further amended hereby, the "Sublease"), which Sublease relates to those parcels of real property, together with the buildings and improvements thereon owned by the City, located in the City of San José, County of Santa Clara, California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Section 7.02 of the Amended and Restated Trust Agreement dated as of June 1, 2005, as amended by the First Supplement to Amended and Restated Trust Agreement dated as of November 1, 2005, the Second Supplement to Amended and Restated Trust Agreement dated as of October 1, 2008, the Third Supplement to Amended and Restated Trust Agreement dated as of April 1, 2010, the Fourth Supplement to Amended and Restated Trust Agreement dated as of February 1, 2013, and the Fifth Supplement to Amended and Restated Trust Agreement dated as of April 1, 2017 (collectively, as it may be further amended, supplemented, revised or modified from time to time the "Trust Agreement"), each between the Authority and Wells Fargo Bank, National Association, as trustee, and Section 7.2 of the Sublease (as defined in the Trust Agreement), the City and the Authority desire to enter into this Sixth Amendment to Sublease in order to amend the Sublease to increase the Maximum Base Rental in connection with the increase in the maximum principal amount of Commercial Paper Notes (as defined in the Trust Agreement) that may be outstanding under the Trust Agreement from \$85,000,000 to \$125,000,000;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

AGREEMENT

Section 1. Amendment of Base Rental Payment Schedule. Exhibit B to the Original Sublease is hereby amended by replacing it with Exhibit B hereto.

Section 2. Authority. This Sixth Amendment is being executed pursuant to and in accordance with Section 7.02 of the Trust Agreement and Section 7.2 of the Sublease.

Section 3. Effectiveness. Other than as heretofore amended and as amended hereby, the Sublease will remain in full force and effect. This Sixth Amendment will become effective upon 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 Sixth Supplement to Amended and Restated Trust Agreement dated as _____ 1, 2018, between the Authority and the Trustee is effective.

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

CITY OF SAN JOSE FINANCING
AUTHORITY

By: _____
Treasurer

Attest:

By: _____
Secretary

CITY OF SAN JOSE

By: _____
Director of Finance

Attest:

By: _____
City Clerk

APPROVED AS TO FORM:
Richard Doyle
City Attorney

By: _____
Chief Deputy City Attorney

EXHIBIT A

Legal Description of Property

[See attached]

EXHIBIT B

[Revised Base Rental Schedule]