

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PENINSULA CORRIDOR JOINT POWERS BOARD**

PREAMBLE

This agreement (“Amendment No. 4”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Peninsula Corridor Joint Powers Board, a Joint Powers Authority (Lessee). City and Lessee may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Real Estate Lease Agreement by and between the City of Santa Clara and Peninsula Corridor Joint Powers Board”, dated July 8, 2009 (the “Original Agreement”);
- B. The Original Agreement was previously amended by Amendment No. 1, dated June 24, 2014, Amendment No. 2 dated June 14, 2017, Amendment No. 3, dated August 27, 2019, and is again amended by this Amendment No. 4. The Original Agreement and all previous amendments are collectively referred to herein as the “Original Agreement as Amended”; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Lessee provide additional parking for Caltrain patrons at the Santa Clara Train Station, and the Parties now wish to amend the Original Agreement as Amended to extend the term of the agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 3 of the Original Agreement as Amended, entitled “Agreement Date and Term of the Agreement” is amended to read as follows:

For purposes of all Leasehold rights and interest created by this Agreement, the term of this Agreement shall commence on July 1, 2009. For the purposes of the calculations of rent and fees and their respective due date, the term of the Agreement shall commence on July 1, 2009 (also known as the “Effective Date”). The term of the Agreement for the payment of rent shall commence on the Effective Date and shall terminate thirteen years and six months thereafter on

December 31, 2022 (“Lease Term”) or on the date resulting from an earlier termination as herein after set forth.

If Parties mutually agree, the Parties may elect to extend the Agreement for up to an additional two six-month periods (i.e., December 31, 2023), subject to the execution by the Parties of a written amendment to this Agreement evidencing the extension of the Lease.

Notwithstanding the forgoing, the City may terminate this Lease with a six month written notice if the Property is necessary for development purposes.

2. That Exhibit B of the Original Agreement as Amended, entitled “Rent Schedule” is hereby amended to read as follows:

Rent to be paid each month shall be as follows:

<u>Years</u>	<u>Monthly Rent Amount</u>
13 through 13.5	\$6,600

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No.4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

RAJEEV BATRA
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

PENINSULA CORRIDOR JOINT POWERS BOARD
a Joint Powers Authority

Dated: _____

By (Signature): _____

Name: Michelle Bouchard

Title: Chief Operating Officer, Rail

Principal Place of Business Address: 1250 San Carlos Avenue
San Carlos, CA 94070

Email Address: bouchardm@samtrans.com

Telephone: (650) 508-6420

Fax: ()

“LESSEE”