

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("**Amendment**") is dated as of April 29, 2020, for reference purposes only, and is entered into by and between Gahrahmat Family Limited Partnership I, LP, a California limited partnership ("**Landlord**", as successor-in-interest to Gahrahmat Family Limited Partnership II, LP), and City of Santa Clara dba Silicon Valley Power ("**Tenant**"), with reference to the following facts and objectives:

RECITALS

A. WHEREAS, Landlord and Tenant entered into that certain AIR Commercial Real Estate Association Standard Industrial/Commercial Multi-Tenant Lease dated October 9, 2015 (the "**Lease**") for premises consisting of approximately 32,494 rentable square feet commonly known as 881 Martin Avenue, Santa Clara, California ("**Premises**");

B. WHEREAS, the current Term of the Lease expires on October 31, 2020; and

C. WHEREAS, the parties have agreed to extend the Term of the Lease through October 31, 2025, pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. Landlord and Tenant agree that the above recitals are true and correct and are hereby incorporated herein as though set forth in full.

2. Term Extension. The Term of the Lease is hereby extended through and including October 31, 2025 (the "**Extended Term**").

3. Monthly Base Rent. Landlord and Tenant agree that the monthly Base Rent payable during the period of November 1, 2020 through and including October 31, 2025 shall be as follows:

<u>Period</u>	<u>Monthly Base Rent</u>
November 1, 2020 – October 31, 2021	\$53,615.10 (\$1.65/SF (NNN))
November 1, 2021 – October 31, 2022	\$55,223.55 (\$1.70/SF (NNN))
November 1, 2022 – October 31, 2023	\$56,880.26 (\$1.75/SF (NNN))
November 1, 2023 – October 31, 2024	\$58,586.67 (\$1.80/SF (NNN))
November 1, 2024 – October 31, 2025	\$60,344.27 (\$1.86/SF (NNN))

4. Condition of Premises. Tenant acknowledges and agrees (i) Tenant is familiar with the condition of the Premises, (ii) Tenant accepts the Premises in their existing condition "AS IS", and (iii) Landlord shall not be obligated to provide or pay for any improvement, remodeling or refurbishment work or services related to the improvement, remodeling or refurbishment of the Premises.

5. Options. Tenant acknowledge that there are no options to further extend or renew the term of the Lease, and any such options are hereby terminated.

6. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment whose commission shall be payable by Landlord. If Tenant has dealt with any person, real estate broker or agent with respect to this Amendment, Tenant shall be solely responsible for the payment of any fee due to said person or firm, and Tenant shall indemnify, defend and hold Landlord free and harmless against any claims, judgments, damages, costs, expenses, and liabilities with respect thereto, including attorneys' fees and costs.

7. **Ratification of Lease.** Tenant acknowledges that the Lease is in full force and effect, there are currently no defaults nor claims existing under the Lease, and there are no amendments or addenda to the Lease Agreement other than those set forth herein.

8. **Effect of Amendment.** Except as modified herein, the terms and conditions of the Lease shall remain unmodified and continue in full force and effect. In the event of any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment shall prevail.

9. **Definitions.** Unless otherwise defined in this Amendment, all terms not defined in this Amendment shall have the meanings assigned to such terms in the Lease.

10. **Authority.** Subject to the assignment and subletting provisions of the Lease, this Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Amendment.

11. **Miscellaneous.**

a. **Counterparts/Electronic Signatures.** This Amendment may be signed in two or more counterparts. When at least one such counterpart has been signed by each party, this Amendment shall be deemed to have been fully executed and each counterpart shall be deemed to be an original and all counterparts taken together shall be one and the same Amendment. This Amendment may be signed by faxed, e-mailed or other electronic signatures (e.g., DocuSign) and faxed, e-mail, or such other electronic signatures hereon shall be deemed originals for all purposes.

b. **Incorporation/ Integration.** This Amendment is incorporated into the Lease by reference and all terms and conditions of the Lease (except as expressly modified herein) are incorporated into this Amendment by reference. This Amendment and the Lease comprises the entire agreement between the parties.

c. **Neutral Interpretation.** This Amendment shall be interpreted neutrally between the parties regardless of which party drafted or caused to be drafted this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LANDLORD:

Gahrahmat Family Limited Partnership I, LP,
a California limited partnership

By: Gahrahmat Properties I, LLC,
a California limited liability company
Its: General Partner

By: _____
Mahmoud Gahrahmat
Its: Managing Member

Dated: _____

TENANT:

City of Santa Clara dba Silicon Valley Power

By: _____
Name: _____
Its: City Manager

Dated: _____

By: _____
Name: _____
Its: City Attorney

Dated: _____