

## **FIFTH AMENDMENT TO AMENDED AND RESTATED LEASE**

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED LEASE (“Fifth Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by and between THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE (“Successor Agency”) and COMEDY CLUB OF SAN JOSE, LLC, a limited liability company operating under the laws of Louisiana and authorized to do business in California (“Tenant”).

### **RECITALS**

A. On February 28, 2013, the Successor Agency and Tenant entered into an Amended and Restated Lease (“Original Lease”), whereby Tenant leased from the Successor Agency that certain real property located at 62 - 64 South Second Street, San Jose, California (“Property”), including the two-story building (“Building”) of approximately 14,000 square feet located thereon (“Premises”). The term of the Original Lease was for one (1) year terminating on December 31, 2013.

B. On January 14, 2014, the Successor Agency entered into a First Amendment to Amended and Restated Lease (“First Amendment”), wherein the term of the Original Lease was extended for one (1) year terminating on December 31, 2014.

C. On December 5, 2014, the Successor Agency entered into a Second Amendment to Amended and Restated Lease (“Second Amendment”), wherein the term of the Original Lease was extended for one (1) year terminating on December 31, 2015.

D. On November 16, 2015, the Successor Agency entered into a Third Amendment to Amended and Restated Lease (“Third Amendment”), wherein the term of the Original Agreement was extended for one (1) year terminating on December 31, 2016. The Original Lease, the First Amendment, Second Amendment, and Third Amendment shall be referred to collectively herein as the “Lease”.

E. On October 27, 2016, The Successor Agency entered into a Fourth Amendment to Amended and Restated Lease (“Fourth Amendment”), wherein the term of the Original Agreement was extended for one (1) year, terminating on December 31, 2017. The Original Lease, the First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall be referred to collectively herein as the “Lease”.

F. Successor Agency and Tenant now desire to further amend the Lease to increase the base rent and to extend the term of the Lease.

**AGREEMENT**

**NOW, THEREFORE,** Successor Agency and Tenant hereby amend the Lease as follows:

1. Section 2, Duration of Temporary Use, is hereby deleted in its entirety and replaced with the following:

“2. Duration of Temporary Use. Subject to the terms and conditions set forth herein and unless terminated sooner pursuant to the provisions of this Lease, the Temporary Use is a right to use the Premises for a period commencing on January 1, 2013 (“Commencement Date”) and ending on December 31, 2020, at which time it shall automatically terminate.”

2. Commencing on the Effective Date, the monthly base rent payable by Tenant under the Lease shall increase as follows:

- January 1, 2018 through December 31, 2018 to \$6,300,
- January 1, 2019 through December 31, 2019 to \$6,615, and
- January 1, 2020 through December 31, 2020 to \$6,946,

3. Except as amended by this Fifth Amendment, all other terms of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"SUCCESSOR AGENCY"

THE SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY  
OF THE CITY OF SAN JOSE, a public  
entity

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Deputy City Attorney

By: \_\_\_\_\_  
Richard A. Keit  
Managing Director

“OPERATOR”

COMEDY CLUB of SAN JOSE LLC,  
a limited liability company operating  
under the laws of Louisiana and  
authorized to do business in California

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_