

## SECOND AMENDMENT TO OFFICE LEASE

**THIS SECOND AMENDMENT TO OFFICE LEASE ("Amendment")** is made this 21st day of November 2024 ("**Amendment Date**"), between DICON FIBEROPTICS, INC., a California corporation ("**Landlord**") and the CITY OF RICHMOND, CALIFORNIA, a California municipal corporation and charter city ("**Tenant**").

### RECITALS:

A. Landlord and Tenant entered into that certain Office Lease Agreement dated December 20, 2006 ("**Original Lease**") for the premises consisting of certain portions of the building located at 1689 Regatta Boulevard, Richmond, California ("**Building**"), as shown on in the Original Lease.

B. The Original Lease was amended by that certain First Amendment to Office Lease Agreement dated October 17, 2014. The Original Lease as amended by the First Amendment is hereinafter referred to as the "**Lease**."

C. The Lease currently terminates on December 31, 2024.

D. Landlord and Tenant desire to amend the Lease on the terms and conditions set forth in this first Amendment.

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged the parties agree as follows:

### AGREEMENT

1. **EFFECTIVE DATE.** This Amendment shall be effective on the date executed by both parties have executed this Amendment ("**Effective Date**").
2. **RECITALS.** The foregoing recitals are incorporated herein.
3. **DEFINITIONS.** All defined terms in this Amendment shall have the same meaning as in the Original Lease except as otherwise specifically defined in this Amendment.
4. **AMENDMENTS/MODIFICATIONS.** As of the Effective Date, the Lease is amended/modified as follows:

#### 4.1. PREMISES.

Article 1 is amended as to add the following paragraph:

"Tenant shall have access to the auditorium (which is not located in the Lease Premises) by contacting Landlord's receptionist and, assuming it is not already reserved, make a reservation at least two (2) days prior to the intended use. As the Lease Premises are two-story but without an elevator, Landlord agrees to continue to allow Tenant to use the elevator as reasonably needed to move documents via push carts, for contractors and similar uses in coordination with Landlord. Landlord may from time to time impose reasonable requirements for such continued use."

**4.2 TERM.** Article 2 Lease Term is amended as follows:

- (i) **Section 2.1 Lease Term** is amended to extend the Lease Term for five (5) years to December 31, 2029 (“**Extended Term**”).
- (ii) **Section 2.2 Lease Renewal Option** is amended to provided Tenant with five (5) successive options each of one (1) year to extend the Extended Term. An option to extend shall be exercised as specified in Section 2.2.

**4.3 BASE RENT.** Article 3 Base Rent is amended as follows:

- (i) During the Extended Term, Tenant shall pay as Base Rent the sum of One Million Six Hundred Ninety Thousand Four Hundred Forty Dollars (\$1,690,440) for each Lease year which shall be payable equal monthly installments equal to One Hundred Forty Thousand Eight Hundred Seventy Dollars (\$140,870).
- (ii) Base Rent for each extension period exercised under Section 2.2 shall be calculated as set forth in Section 3 increasing the then existing Base Rent with the minimum CPI increase being 3% and the maximum CPI increase being 5%.

**4.4 ADDITIONS AND ALTERATIONS.** Article 8 is amended to add the following paragraph to the end of Section 8.1.1 (*stet*):

“Tenant needs to modify the existing improvements to (i) replace the existing temporary locker rooms; and (ii) add electric charging stations for its police and service cars. Although Tenant has not formally presented the details of the proposed improvements to Landlord for formal consent, Landlord agrees it will not unreasonably withhold consent to the proposed improvements but with the understanding that all such improvements shall be constructed (i) at Tenant’s sole cost and expense; and (ii) in accordance with the requirements set forth above.”

**5. FULL FORCE AND EFFECT.** Except as modified by this Amendment, the Lease shall remain in full force and effect. This Amendment terminates and supersedes all prior understandings, discussions or agreements on the subject matter in this Amendment.

**6. QUALIFICATION; AUTHORITY.** Each individual executing this Agreement on behalf of Landlord , represents, warrants and covenants to Tenant that (a) Landlord is duly formed and authorized to do business in the state of California, (b) such person is duly authorized to execute and deliver this Amendment on behalf of Landlord in accordance with authority granted under the organizational documents of Landlord, and (c) Landlord is bound under the terms of this Amendment.

**7. BROKERS.** Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement which might result in any obligation on the part of Landlord to pay any brokerage commission, finder’s fee or other compensation with respect to this Amendment, and Tenant agrees to indemnify and hold Landlord harmless from and against any losses, damages, costs or expenses, (including, without limitation, attorneys’ fees) incurred by Landlord by reason of any breach or inaccuracy of such representation or warranty.

**8. COUNTERPART EXECUTION.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

9. **ELECTRONIC EXECUTION.** This Amendment may be electronically executed by the parties using systems which comply with ESIGN and UETA such as DocuSign and AdobeSign.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease Agreement as of the Amendment Date.

**TENANT:**

**CITY OF RICHMOND, CALIFORNIA,**  
a municipal corporation and charter city

By: DocuSigned by:  
Eduardo Martinez 3/2/2024  
086C427628CC481...  
Eduardo Martinez, Mayor

**ATTEST:**

DocuSigned by:  
Pamela Christian  
C6643BFF4A43406...  
Pamela Christian, City Clerk

**APPROVED AS TO FORM:**

**ALESHIRE & WYNDER, LLP**

By: DocuSigned by:  
DAVID ALESHIRE  
8DDDB3321C56419...  
David J. Aleshire,  
City Attorney

**LANDLORD:**

**DICON FIBEROPTICS, INC.,** a California corporation

By: Signed by:  
Ho-Shang Lee CEO  
AF64412125C7473...  
Ho-Shang Lee,  
Chief Executive Officer

By: Signed by:  
Joanne Sung  
2BEB11A39BEA4F4...  
Joanne Sung Secretary