

**AMENDMENT NO. 4
NAPA COUNTY AGREEMENT NO. 180217**

LEASE AGREEMENT

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 180217 (also known as Napa County Agreement No. 180217B) is made and entered into as of this _____ day of December, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "Lessor" or "County" and YAMAHA MOTOR CORPORATION, USA a California corporation, hereinafter referred to as "Lessee" (collectively, Lessor and Lessee shall be referred to as the "Parties").

RECITALS

WHEREAS, on December 19, 2017, Lessor leased to Lessee the premises located at 2000 Airport Road, in Napa California (the "Premises") by execution of Napa County Agreement No. 180217 ("Lease Agreement"); and

WHEREAS, on December 18, 2018, Lessor and Lessee entered into Amendment No. 1 of the Lease Agreement to extend the term for six (6) additional months through June 30, 2019 with an option to automatically renew for one (1) additional six (6) month term; and

WHEREAS, on December 17, 2019, Lessor and Lessee entered into Amendment No. 2 of the Lease Agreement to extend the term for six (6) additional months through June 30, 2020, with an option to automatically renew for one (1) additional six (6) month term; and

WHEREAS, on December 15, 2020, Lessor and Lessee entered into Amendment No. 3 of the Lease Agreement to extend the term for six (6) additional months through June 30, 2021, with an option to automatically renew for one (1) additional six (6) month term; and

WHEREAS, the Parties desire to further extend the term by executing this Amendment No. 4 of the Lease Agreement.

TERMS

NOW, THEREFORE, the Parties hereby amend the Lease Agreement as follows:

1. Paragraph 3 is amended to read in full as follows:

3. **Term; Termination for Convenience.** The term of this Lease Agreement shall begin at 12:00 am on December 19, 2017, (the "Effective Date"), and shall terminate at 11:59 pm on December 31, 2022 the "Term" unless terminated by either party for the convenience of that party by giving the other party no less than sixty (60) days prior written notice or by mutual agreement of the parties.

2. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.
3. Except as provided in paragraphs 1, and 2 above, the terms and provisions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment 4 to the Lease Agreement was executed by parties hereto as of the date first above.

YAMAHA-MOTOR CORPORTATION, USA

By: Brad Anderson
Brad Anderson (Dec 1, 2021 16:19 PST)
BRAD ANDERSON, UMS Division Manager

By: Tadashi Tsumabuki
Tadashi Tsumabuki (Dec 1, 2021 16:33 PST)
TAD TSUMABUKI, Executive Vice President

“LESSEE”

NAPA COUNTY, a political subdivision of the
State of California

By: _____
ALFREDO PEDROZA, Chair of the
Board of Supervisors

“LESSOR”

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Thomas S. Cantrala</u> Deputy County Counsel	Date: _____ Processed By: _____	By: _____
Date: <u>December 1, 2021</u>	Deputy Clerk of the Board	