

## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "**Agreement**") is entered into as of the \_\_\_ day of September \_\_\_, 2025 (the "**Effective Date**"), by and between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California ("**Landlord**"), and the BERKELEY HOUSING AUTHORITY, a public body, corporate and politic ("**Tenant**").

### RECITALS

A. Landlord and Tenant entered into that certain lease agreement dated January 1, 2021 (the "**Lease**") whereby Landlord leases to Tenant, and Tenant leases from Landlord, certain office space on the fifth floor of the Civic Center Annex Building (the "**Building**") located at 1947 Center Street, Berkeley, California.

B. Tenant and Landlord desire to enter into this Agreement in order to terminate the Lease prior to the end of the term specified in Section 2 of the Lease and to release one another from their respective obligations thereunder, except as otherwise provided herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals and the conditions and the covenants hereinafter contained, and for other consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Termination of the Lease.** Landlord and Tenant hereby agree that the Lease shall terminate and be of no further force or effect as of **February 15, 2026** (the "**Termination Date**"). Effective as of the Termination Date, all rights of Tenant shall terminate and be of no further force or effect. Landlord acknowledges and agrees that Tenant shall not incur any penalties, costs, or other fee in connection with the termination of the Lease.

2. **Surrender of Premises.** Tenant hereby agrees to vacate the Premises and surrender and deliver exclusive possession of the Premises to Landlord on or before the Termination Date in accordance with the provisions of the Lease, including without limitation, as provided in Section 36 of the Lease.

3. **Return of Security Deposit.** In accordance with Section 5 of the Lease, the Landlord shall return the **[unused portion/all]** of the security deposit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) on or before April 16, 2026 **[If termination date changes, adjust this date to be 60 days after termination]**.

4. **Release of Liability**

(a) Effective upon the Termination Date, Tenant, and its officers, directors, employees, agents, attorneys, insurers, successors, assigns, parents, subsidiaries, and affiliated corporations, and all persons and entities acting by, through, under, or in concert with them, release the Landlord from any and all claims, demands, damages, losses, actions, suits, causes of action, judgments, debts, liens, contracts, agreements, promises, liabilities, costs, expenses, fines, or attorneys' fees ("Claims"), of whatever nature, whether known or unknown, suspected to exist or not suspected to exist, anticipated or unanticipated, liquidated or unliquidated, fixed or contingent, concealed or hidden, disputed or undisputed, which arise out of claims pertaining to the Lease or this Termination Agreement.

(b) Effective upon the Termination Date, Landlord, and its officers, directors, employees, agents, attorneys, insurers, successors, assigns, parents, subsidiaries, and affiliated corporations, and all persons and entities acting by, through, under, or in concert with them, release the Tenant, and its officers, employees, agents, attorneys, and successors, and all persons and entities acting by, through, under, or in concert with them, from any and all claims, demands, damages, losses, actions, suits, causes of action, judgments, debts, liens, contracts, agreements, promises, liabilities, costs, expenses, fines, or attorneys' fees ("Claims"), of whatever nature, whether known or unknown, suspected to exist or not suspected to exist, anticipated or unanticipated, liquidated or unliquidated, fixed or contingent, concealed or hidden, disputed or undisputed, which arise out of claims pertaining to the Lease or this Termination Agreement.

(c) Landlord and Tenant shall, as of the Termination Date, be fully and unconditionally released and discharged from their respective obligations arising after the Termination Date from or connected with the provisions of the Lease; and

Each of the parties expressly waives the provisions of California Civil Code Section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Landlord initials \_\_\_\_\_

Tenant initials \_\_\_\_\_

Each party acknowledges that it has received the advice of legal counsel with respect to the aforementioned waiver and understands the terms thereof.

5. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of California.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one

agreement. This Agreement shall become effective when the Parties have duly executed and delivered signature pages of this Agreement to each other. Delivery of this Agreement may be effectuated by electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

7. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal representatives, successors and assigns.

8. **Time of the Essence.** Time is of the essence of this Agreement and the provisions contained herein.

9. **Further Assurances.** Landlord and Tenant hereby agree to execute such further documents or instruments as may be necessary or appropriate to carry out the intention of this Agreement.

10. **Voluntary Agreement.** The parties have read this Agreement and mutual release as contained herein, and on the advice of counsel they have freely and voluntarily entered into this Agreement.

11. **Defined Terms.** All terms defined in the Lease when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Agreement.

12. **Conflict With Lease.** In the event of a conflict between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall control.

13. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. **Authority.** The undersigned represents and warrants that he or she has full power and authority to enter into this Agreement and to bind its respective party in accordance with the terms of this Agreement.

15. **Entire Agreement.** This Agreement and the attached exhibits is the full and final expression of the parties' intent to terminate the Lease and the Guaranty pursuant to the terms hereof. There have been no additional oral or written representations or agreements. This Agreement may not be modified, nor may any provision hereof be waived, orally, but only by a writing duly executed by both Landlord and Tenant.

16. **Ambiguity.** Each of the parties expressly declares that it participated in the negotiation of this Agreement, and that therefore no ambiguities in this Agreement may be resolved in favor of one party because one of the other parties is the drafter of this Agreement.

*[Signatures to follow on next page]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the day and year first above written.

"LANDLORD"

City of Berkeley,  
a Charter City

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

Name: \_\_\_\_\_

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

"TENANT"

Berkeley Housing Authority, a  
public body, corporate and politic

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

Name: \_\_\_\_\_

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