

ORDINANCE NO. 7,980-N.S.

LEASE AMENDMENT FOR YOONACO, INC. DBA HANA JAPAN AT 235 UNIVERSITY AVENUE

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1.

The City Manager is hereby authorized to enter into an Amendment to the Lease Agreement with Yoonaco, Inc. dba Hana Japan, for the property at 235 University Avenue. The terms of the amendment shall be on substantially the terms set forth in Exhibit A.

Section 2.

The initial term for the lease will be extended by one year, to expire on June 30, 2026. The five-year extension option will be replaced with a one-year extension. The rent will remain at \$7,868 per month for the initial term of the lease and through the one-year option period. The daily operating requirement for the first floor will be removed.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on July 8, 2025, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Blackaby, Humbert, Kesarwani, Lunaparra, O’Keefe, Taplin, Tregub, and Ishii.

Noes: None.

Absent: None.

**Exhibit A:
AMENDMENT TO LEASE AGREEMENT**

This Lease amendment (“Amendment”) is made on and entered into as of July 1, 2025, between the CITY OF BERKELEY (“Landlord”), a Charter City organized and existing under the laws of the State of California, and YOONACO, INC. DBA HANA JAPAN, a California Corporation (“Tenant”), who agree as follows:

This lease amendment is made with reference to the following facts and objectives:

- A. Per City Ordinance No. 7,703-N.S. approved on June 26, 2020, Landlord and Tenant entered into an Improved Property Lease which was effective on July 1, 2020 (“the Lease Agreement”).
- B. In the Lease Agreement, the Landlord and Tenant agreed to an Initial Term of five (5) years with a five (5)-year Option Period.
- C. Tenant requested one (1) additional year of tenancy with an option to extend the Lease Agreement for one (1) year, and to remove the existing five (5)-year option period.
- D. Tenant requested to maintain the current monthly rent payment of Seven Thousand Eight Hundred and Sixty-Eight DOLLARS (\$7,868) per month for the remainder of the Initial Term and for the Option Period of the Lease Agreement.
- E. Tenant requested to remove the daily operating requirement for the first floor of the Property.
- F. Per Ordinance No. 7,703-N.S., the City Manager is authorized to execute amendments to the lease.

Therefore, the Landlord and Tenant agree to amend the Lease Agreement as follows:

1. Basic Lease Information is amended with the following language:
 7. Initial Term: Six (6) Year(s), commencing as of July 1, 2020 (“Commencement Date”).

8. Rent:

Lease Period Beginning:	Monthly Rent Due	Yearly Rent Due
July 1, 2020 (2 months)	\$2,832.50	\$57,415
September 1, 2020 (10 months)	\$5,175	
July 1, 2021	\$5,330	\$63,963
July 1, 2022	\$7,416	\$88,992
July 1, 2023	\$7,638	\$91,662
July 1, 2024	\$7,868	\$94,412
July 1, 2025	\$7,868	\$94,412
Option Year Beginning:	Monthly Rent Due	Yearly Rent Due
July 1, 2026	\$7,868	\$94,412

2. Section 2. TERM is amended with the following language:
 - A. The Initial Term shall commence on the July 1, 2020 (“Lease Commencement Date”) and expire on June 30, 2026 (“Lease Expiration Date”).
 - B. Tenant is granted the option (“Extension Option”) to extend the initial term of this lease for an additional term of one (1) year (“Option Period”) provided all of the Extension Conditions are met.
3. Section 3. RENT: The schedule of monthly rent payment is amended to reflect changes in Basic Lease Information: 8. Rent, referenced above.
4. Section 5.F. USE OF PROPERTY is deleted and replaced with the following language:
 - F. The first floor commercial space may be subleased to a separate entity pursuant to Section 15.
5. In all other respects, the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, City and Tenant have executed this Amendment as of the date written on the first paragraph above.

CITY OF BERKELEY

BY:

APPROVED AS TO FORM:

City Manager
Dated: _____

City Attorney

REGISTERED BY:

ATTEST:

City Auditor

Deputy City Clerk

TENANT

By:
Title:

City of Berkeley Business License No.