

FIRST AMENDMENT TO OFFICE LEASE

I. PARTIES AND DATE.

This First Amendment to Office Lease (“**Amendment**”) dated _____, 2024 is by and between GLC Belmont LLC, a Delaware limited liability company (“**Landlord**”), and the County of San Mateo, a political subdivision of the State of California (“**Tenant**”).

II. RECITALS.

- A. Landlord (as successor in interest to Harbor Belmont Associates, a California general partnership) and Tenant entered into an Office Lease dated June 1, 2014 (the “**Lease**”) for space consisting of **16,534** rentable square feet in Building A (“**Original Premises**”) located at 264 Harbor Boulevard, Belmont, California. Building A shall be referred to as the “**Building**”.
- B. Tenant has requested that additional space containing approximately **8,564** rentable square feet described as 260 Harbor Boulevard at the Building shown on **Exhibit A** hereto (the “**Expansion Space**”) be added to the Original Premises and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.
- C. The Lease by its terms shall expire on June 30, 2024 (“**Prior Expiration Date**”), and the parties desire to extend the Term of the Lease, all on the following terms and conditions.

III. Remeasurement. The Original Premises has been remeasured and the parties agree that the Original Premises shall be deemed to be **16,482** rentable square feet and is depicted in **Exhibit A-1** hereto.

IV. Expansion and Effective Date. Effective as of September 1, 2024 (the “**Expansion Effective Date**”), the Premises, as defined in the Lease, is increased from 16,482 rentable square feet to **25,046** rentable square feet by the addition of the Expansion Space, and from and after the Expansion Effective Date, the Original Premises and the Expansion Space, collectively, shall be deemed the “Premises,” as defined in the Lease. The Term for the Expansion Space shall commence on the Expansion Effective Date and end on the Extended Expiration Date (hereinafter defined). The Expansion Space is subject to all the terms and conditions of the Lease except as expressly modified herein.

V. Extension. The Term of the Lease is hereby extended and shall expire on June 30, 2027 (“**Extended Expiration Date**”), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Prior Expiration Date (“**Extension Date**”) and ending on the Extended Expiration Date shall be referred to herein as the “**Extended Term**.”

VI. Base Rent.

- A. As of the Extension Date, the schedule of Base Rent payable with respect to the Original Premises during the Extended Term is the following:

Months of Extended Term	Monthly Rate Per Square Foot	Monthly Base Rent
July 1, 2024-June 30, 2025	\$3.40	\$56,038.80
July 1, 2025-June 30, 2026	\$3.50	\$57,719.96
July 1, 2026-June 30, 2027	\$3.61	\$59,451.56

All such Base Rent shall be payable by Tenant in accordance with the terms of the Lease.

- B. **Expansion Space From Expansion Effective Date Through Extended Expiration Date.** As of the Expansion Effective Date, the schedule of Base Rent payable with respect to the Expansion Space for the through the Extended Term is the following:

Months of Term or Period	Monthly Rate Per Square Foot	Monthly Base Rent
Expansion Effective Date-June 30, 2025	\$3.40	\$29,117.60
July 1, 2025-June 30, 2026	\$3.50	\$29,991.13
July 1, 2026-June 30, 2027	\$3.61	\$30,890.86

All such Base Rent shall be payable by Tenant in accordance with the terms of the Lease.

VII. Operating Costs and Real Estate Taxes.

- A. Effective as of the Expansion Effective Date, Section 1.14 (“County’s Percentage Share”) of the Basic Lease Information of the Lease is hereby deleted in its entirety and replaced with the following:

“1.14 County’s Percentage Share (Section 4.4): County’s percentage share of the Property shall be 11.59%, and County’s percentage share of the Building shall be 85.12%.”

For the period commencing on the Extension Date and ending on the Extended Expiration Date, Tenant shall be obligated to pay County’s Percentage Share of Operating Costs and County’s Percentage Share of Real Estate Taxes accruing in connection with the Original Premises in accordance with the terms of the Lease. The estimated Operating Expenses for the Original Premises during the Extended Term is \$0.39 per rentable square foot per month.

- B. For the period commencing on the Expansion Effective Date and ending on the Extended Expiration Date, Tenant shall be obligated to pay County’s Percentage Share of Operating Costs and County’s Percentage Share of Real Estate Taxes accruing in connection with the Expansion Space in accordance with the terms of the Lease. The estimated Operating Expenses for the Expansion Space during the Extended Term is \$0.39 per rentable square foot per month.
- C. Notwithstanding anything contained in the Lease to the contrary, the management fees included in Operating Costs under Section 4.4(d)(5) shall not exceed 3% of the annual Base Rent payable by Tenant hereunder during the Extended Term.

VIII. Condition of Premises. Tenant is in possession of the Original Premises and accepts the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements. Tenant has inspected the Expansion Space and agrees to accept the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise in this Amendment.

IX. Landlord Improvements to Expansion Space. Landlord, at its sole cost, will cause its contractor to install carpet, replace the VCT in the breakroom, replace the florescent light bulbs with LED lamps and paint in the Expansion Space (the “Tenant Improvements”). All materials and finishes utilized in completing the Landlord Improvements shall be Landlord’s building standard.

X. Parking. During the Extended Term, Tenant shall be entitled to park in the parking facilities of the Property as set forth in Section 2.3 of the Lease; provided, however, commencing on the Expansion Effective Date, Tenant’s parking allocation in the parking facilities of the Property shall be 3.3 per 1,000 square feet of rentable square feet of the Premises.

XI. Extension Options. Sections 3.4 (“Extension Options”) and 3.5 (“Determination of Base Rent for the Extended Term”) of the Lease shall be deleted in their entirety and of no further force or effect.

XII. Notice Address of Landlord. Section 1.21 of the Basic Lease Information (“Notice Address of Landlord”) shall be deleted in its entirety and replaced with the following:

“GLC Belmont LLC
c/o Goodman North America LLC
3333 Michelson Drive, Suite 1050
Irvine, California 92612
Attention: Asset Manager
Telephone: (949) 407-0100

With a copy to:

Goodman North America LLC
3333 Michelson Drive, Suite 1050
Irvine, California 92612
Email: usnotices@goodman.com
Attention: Legal Affairs
Telephone: (949) 407-0100”

XIII. Key Contact for Landlord. Section 1.22 of the Basic Lease Information (“Key Contact for Landlord”) shall be deleted in its entirety and replaced with the following:

“GLC Belmont LLC
c/o Goodman North America LLC
3333 Michelson Drive, Suite 1050
Irvine, California 92612
Attention: Vice President, Asset Manager
Telephone: (949) 407-0100”

XIV. General.

- A. Effect of Amendment. The Lease shall remain in full force and effect except to the extent that it is modified by this Amendment.
- B. Entire Agreement. This Amendment embodies the entire understanding between Landlord and Tenant with respect to the modifications set forth above and can be changed only by a writing signed by Landlord and Tenant.
- C. Counterparts; Digital Signatures. If this Amendment is executed in counterparts, each is hereby declared to be an original; all, however, shall constitute but one and the same amendment. In any action or proceeding, any photographic, photostatic, or other copy of this Amendment may be introduced into evidence without foundation. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, or other e-signature) of this Amendment, if applicable, reflecting the execution of one or both of the parties, as a true and correct original.
- D. Defined Terms. All words commencing with initial capital letters in this Amendment and defined in the Lease shall have the same meaning in this Amendment as in the Lease, unless they are otherwise defined in this Amendment.
- E. Authority. If Tenant is a corporation, limited liability company or partnership, or is comprised of any of them, each individual executing this Amendment for the corporation, limited liability company or partnership represents that he or she is duly authorized to execute and deliver this Amendment on behalf of such entity and that this Amendment is binding upon such entity in accordance with its terms.

- F. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any work or in performing any act required under the Lease by reason of any strike, lock-out, labor trouble, inability to procure materials or labor or inability to procure materials or labor at usual rates, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riot, insurrection, war, terrorism, bioterrorism, epidemics, pandemics or other outbreaks of infectious disease, weather, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delayed by any such events (but expressly excluding any financial inability of the party claiming delay, regardless of whether the same is caused by an event included in this definition of force majeure) (a "**Force Majeure Event**"), the time for performance shall be extended for a period equivalent to the period of the delay.
- G. California Certified Access Specialist Inspection. Pursuant to California Civil Code § 1938, Landlord hereby states that the Premises have not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, Landlord hereby provides the following notification to Tenant: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Landlord may not prohibit the Tenant or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Tenant or tenant, if requested by the Tenant or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises." If Tenant requests to perform a CASp inspection of the Premises, Tenant shall, at its cost, retain a CASp approved by Landlord (provided that Landlord may designate the CASp, at Landlord's option) to perform the inspection of the Premises at a time agreed upon by the parties. Tenant shall provide Landlord with a copy of any report or certificate issued by the CASp (the "**CASp Report**") and Tenant shall, at its cost, promptly complete any modifications necessary to correct violations of construction related accessibility standards identified in the CASp Report, notwithstanding anything to the contrary in the Lease. Tenant agrees to keep the information in the CASp Report confidential except as necessary for the Tenant to complete such modifications.
- H. Attorneys' Fees. The provisions of the Lease respecting payment of attorneys' fees shall also apply to this Amendment.
- I. Brokers. Section 23.8 of the Lease is amended to provide that the parties recognize the following parties as the brokers who negotiated this Amendment, and agree that Landlord shall be responsible for payment of brokerage commissions to such brokers pursuant to its separate agreements with such brokers: CBRE, Inc. ("**Landlord's Broker**") is the agent of Landlord exclusively and NONE ("**Tenant's Broker**") is the agent of Tenant exclusively. The warranty and indemnity provisions of Section 23.8 of the Lease, as amended hereby, shall be binding and enforceable in connection with the negotiation of this Amendment.

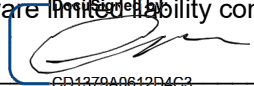
[Signatures on Following Page]

XII. EXECUTION.

Landlord and Tenant executed this Amendment on the date as set forth in "I. PARTIES AND DATE." above.

LANDLORD:

GLC BELMONT LLC,
a Delaware limited liability company

By:  _____
Name: Anthony Rozic
Title: President

TENANT:

COUNTY OF SAN MATEO, a political
subdivision of the State of California,

By: _____
Name: _____
Title: _____

Attest:

Clerk of the Board

Resolution No.: _____

Resolution Date: _____

EXHIBIT A
EXPANSION SPACE

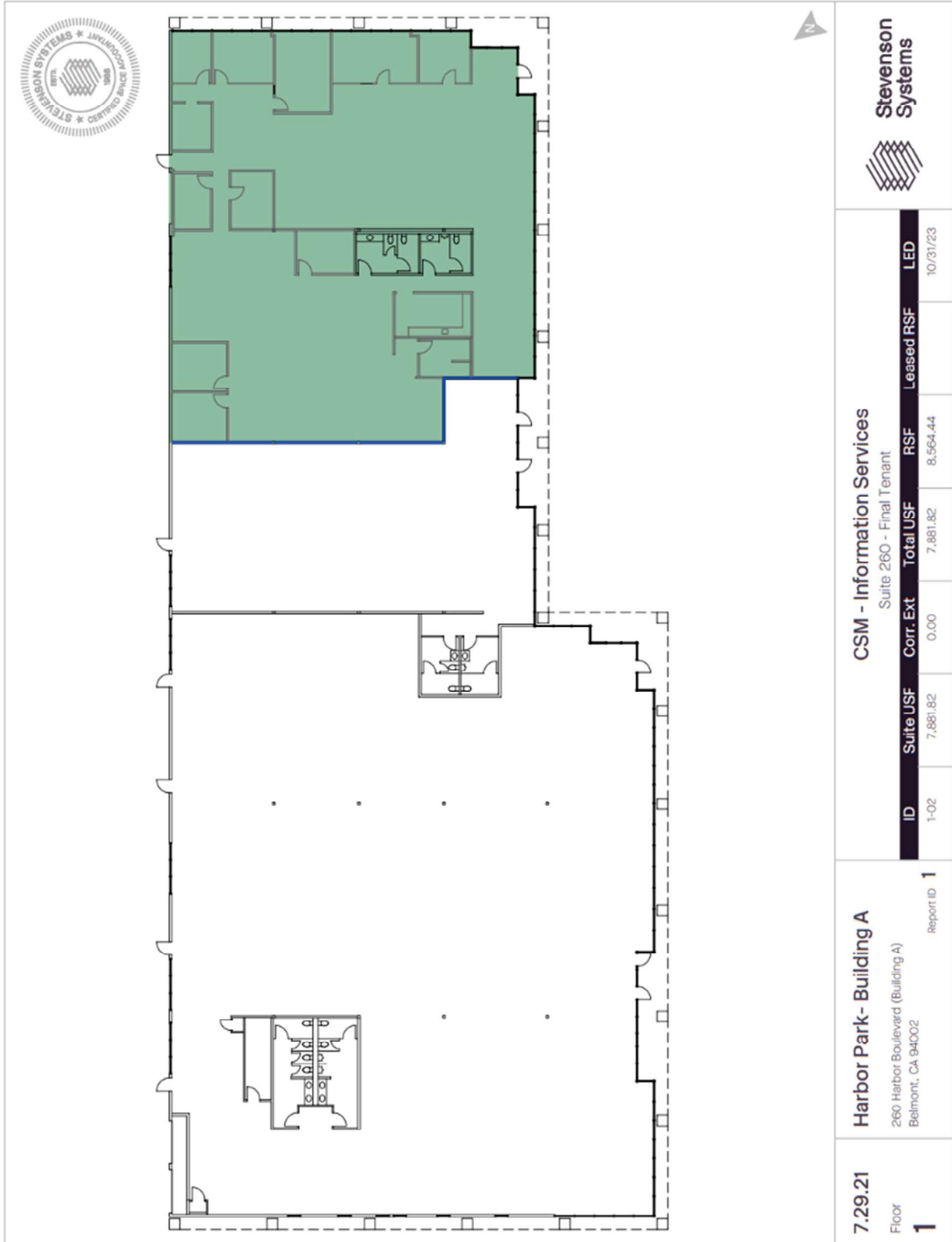


EXHIBIT A-1

ORIGINAL PREMISES

