

THIRD AMENDMENT TO LEASE AGREEMENT

I. PARTIES AND DATE.

This Third Amendment to 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.

Landlord (as successor in interest to Harbor Belmont Associates, a California general partnership) and Tenant entered into an Office Lease dated March 3, 2009, as amended by the First Amendment to Lease Agreement dated January 15, 2013 and Second Amendment to Lease Agreement dated February 12, 2019 (collectively, the "**Lease**"), which Lease is supplemented by letter agreements dated October 30, 2018 and June 7, 2019, for space consisting of 31,625 rentable square feet in Building B ("**Building B Premises**") and 27,590 rentable square feet in Building C ("**Building C Premises**") for a total of **59,215** rentable square feet (Building B Premises and Building C Premises being collectively referred to as "**Premises**") in the buildings located at 400 Harbor Boulevard, Belmont, California. Building B and Building C are collectively referred to as the "**Building**".

The Lease by its terms shall expire on February 29, 2024 ("**Prior Expiration Date**"), and the parties desire to extend the Term of the Lease, all on the following terms and conditions.

III. Extension. The Term of the Lease is hereby extended and shall expire on February 28, 2025 with respect to the Building C Premises ("**Building C Extended Expiration Date**") and on February 28, 2026 with respect to the Building B Premises ("**Building B 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 Building B Extended Expiration Date shall be referred to herein as the "**Extended Term**."

IV. Base Rent. As of the Extension Date, the schedule of Base Rent payable with respect to the Building C Premises and Building B Premises during the Extended Term is the following:

Months of Extended Term	Monthly Rate Per Square Foot	Monthly Base Rent
March 1, 2024 – February 28, 2025	\$3.50	\$207,252.50*
March 1, 2025 – February 28, 2026	\$3.61	\$114,166.25**

*Building B Premises and Building C Premises

**Building B Premises only

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

V. Operating Costs and Real Estate Taxes. For the period commencing on the Extension Date and ending on the Building C 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 as defined by the Lease and in accordance with the terms of the Lease. For the period commencing on March 1, 2025 and ending on the Building B 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 Building B Premises as defined by the Lease. Notwithstanding anything contained in the Lease to the

contrary, the management fees under Section 4.4(d)(5) shall be 3% of the annual Base Rent payable by Tenant hereunder during the Extended Term.

VI. Condition of Premises. Tenant is in possession of the 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.

VII. 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 March 1, 2025, Tenant's parking allocation in the parking facilities of the Property shall be decreased to 104 parking spaces.

VIII. 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.

IX. 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"

X. 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"

XI. 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.

- 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: _____