

THIRD AMENDMENT OF LEASE

THIS THIRD AMENDMENT OF LEASE (“**Amendment**”) is made and entered into this _____ day of _____ 2021 (“**Effective Date**”) by and between ALAMEDA FIELDS-1, LLC, a Delaware limited liability company, successor in interest to BRE Alameda Property Owner LLC (“**Landlord**”) and COUNTY OF SAN MATEO, a political subdivision of the State of California (“**Tenant**”).

RECITALS

A. Landlord, (successor-in-interest to BRE ALAMEDA PROPERTY OWNER LLC, a Delaware limited liability company) and Tenant, as tenant, are parties to that a certain Lease dated May 15, 2007 (“**Original Lease**”), amended by that certain First Amendment to Lease dated as of October 9, 2015 (“**First Amendment**”), and that certain Second Amendment to Lease dated as of December 19, 2016 (“**Second Amendment**”), whereby Landlord leases to Tenant and Tenant leases from Landlord approximately 84,384 rentable square feet known as Suites 100, 157, 200, 230, 240, 280 in the buildings located at 2000 Alameda de las Pulgas and 1950 Alameda de las Pulgas in San Mateo, California. In addition, Tenant leases approximately 2,002 square feet of storage space, commonly known as Storage 100B in the building located at 2000 Alameda de las Pulgas, San Mateo, California.

B. The Original Lease, as amended, is scheduled to expire on September 30, 2027.

C. Landlord and Tenant now desire by this Amendment to further amend the Original Lease to, among other things, expand the Storage Space to include certain additional storage space known as Storage 100A consisting of approximately 224 rentable square feet in the 2000 Building (“**Additional Storage Space**”) upon the terms and conditions set forth herein.

D. NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration as set forth hereafter, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms used in this Amendment but not otherwise defined shall have the meanings assigned to them in the Original Lease, First Amendment and Second Amendment, as applicable. The term “**Lease**” as used herein and in the Original Lease, First Amendment and Second Amendment shall mean the Original Lease as amended by the First Amendment, Second Amendment and this Amendment.

2. **Additional Storage Term.** The Term for the Additional Storage Space shall commence on the Effective Date and shall expire co-terminus with the Original Lease, as amended, on September 30, 2027 (“**Additional Storage Term**”).

3. **Condition of Premises.** Tenant acknowledges that it is currently in possession of the Premises and is fully aware of the condition of the Premises. Tenant acknowledges that except as expressly provided in the Lease, Landlord shall not be obligated to refurbish or improve the Premises in any manner whatsoever or to otherwise provide funds for the improvement of the Premises, and Tenant hereby accepts the Premises “AS-IS”. Landlord and Tenant both acknowledge and agree that there remains a balance of the Allowance in the amount of \$616,358.01 to be applied to the Improvement Costs as set forth in Section 5 of the First Amendment. Tenant further acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding

the condition of the Premises, the improvements, refurbishments, or alterations therein, or the Building or with respect to the functionality thereof or the suitability of any of the foregoing for the conduct of Tenant’s business and that all representations and warranties of Landlord, if any, are as set forth in the Lease. The term “Leased Premises” as used herein, and in the Original Lease, First Amendment and Second Amendment shall be deemed to include the Storage Space and Additional Storage Space.

4. **Base Rent.** In addition to the Base Rent set forth in the Original Lease, First Amendment and Second Amendment, during the Additional Space Storage Term, Tenant shall pay Base Rent for the Additional Storage Space as follows:

Period	Monthly Base Rent
Effective Date – Sept. 30, 2021	\$477.12 (approx. \$2.13 psf)
Oct 1, 2021 – Sept. 30, 2022	\$492.04 (approx \$2.20 psf)
Oct 1, 2022 – Sept. 30, 2023	\$506.80 (approx \$2.26 psf)
Oct 1, 2023 – Sept. 30, 2024	\$521.01 (approx \$2.33 psf)
Oct 1, 2024 – Sept. 30, 2025	\$537.67 (approx \$2.40 psf)
Oct 1, 2025 – Sept. 30, 2026	\$553.80 (approx \$2.47 psf)
Oct 1, 2026 – Sept. 30, 2027	\$570.41 (approx \$2.55 psf)

5. **Certified Access Specialist Disclosure.** For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that, to Landlord’s actual knowledge, the Premises have not undergone inspection by a CASp. California Civil Code Section 1938 states:

“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 lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee 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.”

Notwithstanding anything to the contrary in the Lease, Landlord and Tenant hereby agree that, during the term of the Lease, as the same may be extended, Tenant shall be responsible for (i) the payment of the fee for any CASp inspection that Tenant desires, and (ii) making, at Tenant’s cost, any repairs necessary to correct violations of construction-related accessibility standards within the Premises provided that such repairs shall be in accordance with the terms of the Lease. Tenant hereby agrees that: any CASp inspecting the Premises shall be selected by Landlord; Tenant shall promptly deliver to Landlord any CASp report regarding the Premises obtained by Tenant; and Tenant shall keep information contained in any CASp report regarding the Premises confidential, except as may be necessary for Tenant or its agents to complete any repairs or correct violations with respect to the Premises that Tenant agrees to undertake. Tenant shall have no right to cancel or terminate the Lease due to violations of construction-related accessibility standards within the Premises identified in a CASp report obtained during the Term.

6. **Representations of Tenant.** Tenant represents and warrants to Landlord that (i) Tenant has not heretofore assigned or sublet all or any portion of its interest in the Lease or in the Premises; (ii) no other person, firm or entity has any right, title or interest in the Lease or in the Premises through Tenant; (iii) Tenant has the full right, legal power and actual authority to bind Tenant to the terms and conditions hereof; (iv) the Lease is in full force and effect and is binding and enforceable against Tenant in accordance with its terms; (v) neither Tenant or Landlord is in default in the performance or observance of any of its obligations under the Lease; (vi) Tenant has no existing defenses, offsets, deductions or claims against the enforcement of the Lease by Landlord; (vii) all work and tenant improvements required by the Lease to be completed by Landlord have been completed in the manner satisfactory to Tenant and that there remains a balance of the Allowance in the amount of \$616,358.01; in accordance with the terms, conditions and covenants set forth in the Lease, and no payments are required to be made to Tenant in connection therewith except for the balance of the Allowance pursuant to Section 5 of the First Amendment; (viii) Tenant is in possession of the Premises as revised herein; (ix) Tenant has not engaged a broker to procure this Amendment and no brokers' commissions, finder's fees or other similar amount is due to any broker, agent or third party; and (x) no actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which, if decided against Tenant, would materially and adversely affect Tenant's financial condition or its ability to perform the Tenant's obligations under the Lease.

7. **Brokers.** Landlord and Tenant each represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker in the negotiating or making of this Amendment. Tenant shall indemnify and hold Landlord harmless from any claim or claims, and costs and expenses, including attorneys' fees, incurred by Landlord in conjunction with any such claim or claims that any other broker or brokers represents Tenant and is entitled to a commission in connection with this Lease. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

8. **Attorneys' Fees.** Each party shall bear his or her own costs and attorneys' fees incurred in connection with this Amendment. However, in the event any suit is brought by any party hereto alleging a default under this Amendment or the Lease, including, without limitation, and claims in bankruptcy court, the prevailing party in such suit shall be entitled to recover their reasonable attorneys' fees and costs as provided in the Lease.

9. **Governing Law.** This Agreement shall be construed and enforced pursuant to the laws of the State of California.

10. **Headings.** The headings in this Amendment are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Amendment.

11. **Entire Agreement.** This Amendment and the attached exhibits, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect and are hereby ratified and confirmed. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.

12. **Counterparts.** This Amendment may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same agreement.

This Amendment may be executed by a party's signature transmitted by facsimile ("fax") or by electronic mail in pdf format ("pdf"), and copies of this Amendment executed and delivered by means of faxed or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or pdf signatures as if such signatures were originals. Any party executing and delivering this Amendment by fax or pdf shall promptly thereafter deliver a counterpart of this Amendment containing said party's original signature. All parties hereto agree that a faxed or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Amendment as if it were an original signature page.

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

LANDLORD:

TENANT:

ALAMEDA FIELDS-1, LLC,
a Delaware limited liability company

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

By: _____
Name: Roger Fields
Title: Manager

By: _____
Name: _____
Title: _____

Attested:

By: _____
Name: _____
Title: _____