

**FIRST AMENDMENT TO
OFFICE LEASE
No. 1312**

THIS FIRST AMENDMENT TO OFFICE LEASE (this "First Amendment"), dated for reference purposes only as of April 1, 2023, is made by and between AKAMAI PROPERTY LLC, a Limited Liability Company ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

Recitals

- A. WHEREAS, as authorized by San Mateo County Resolution No. 073714, County and Landlord entered into an Office Lease on March 31, 2015; and
- B. WHEREAS, the Parties desire to extend the term of the agreement and revise the Base Rent; and
- C. NOW THEREFORE, the Parties agree to amend the terms of the Office Lease as follows:

Agreement

- 1. Section 1.8, Initial Term, is deleted in its entirety and replaced with the following:

"1.8 Term: The Term of the Agreement shall be through to March 31, 2028."
- 2. Section 1. Extension Option, is hereby deleted in its entirety and replaced with the following:

"One additional term of five (5) years exercisable by County by notice to Landlord given not less than ninety days in advance, at the same terms, except the initial option rental rate will be one hundred three percent (103%) of the rent in effect during the final year of the initial lease term."
- 3. Effective Date: Approval. This First Amendment shall become effective ("Effective Date") by execution of the County and the First Amendment is duly executed and delivered by County and Landlord.

4. Section 1.11 Rent, is hereby deleted in its entirety and replaced with the following:

“Base Rent of \$8,986.00/mo. (\$3.61 per sq. ft. per mo.) payable in monthly installments. Said Base Rent is on a full service basis.

5. Counterparts. This First Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
6. No Further Amendment: Conflicts. All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this First Amendment. The Agreement as Amended constitutes the entire agreement between County and Landlord regarding the Premises and may not be modified except by an instrument in writing duly executed by the County and Landlord. In the event any conflicts between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

Landlord and County have executed this First Amendment to Office Lease as of the
14th day of February, 2023.

LANDLORD: AKAMAI PROPERTY LLC

BY: Joseph AWENDER
Name: Joseph Awender
Title: Manager, Akamai
Property, LLC

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

BY: _____

Name: _____

ATTEST:

Title: President, Board of Supervisors

Clerk of the Board of Supervisors