

## **SIXTH AMENDMENT OF LEASE**

THIS SIXTH AMENDMENT OF LEASE ("**Amendment**") is made and entered into this \_\_\_\_ day of August, 2023, 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**"), that certain Second Amendment to Lease dated as of December 19, 2016 ("**Second Amendment**"), that certain Third Amendment of Lease dated June 29, 2021 ("**Third Amendment**"), that certain Fourth Amendment of Lease dated March 8, 2022 ("**Fourth Amendment**"), and that certain Fifth Amendment dated September 1, 2022 ("**Fifth Amendment**"), together known as the "Lease" ("**Lease**"), whereby Landlord leases to Tenant and Tenant leases from Landlord approximately 99,714.00 rentable square feet known as Suites 101, 130, 155, 225, 235, 157, 200, 230, 240, 280, and Data Room in the building located at 2000 Alameda de las Pulgas, and 1950 Alameda de las Pulgas in San Mateo, California ("**Premises**") as shown on Exhibit A. In addition, Tenant leases approximately 3,071 square feet of storage spaces, commonly known as Storage 100A, 100B, 103, 104 and 105 in the building located at 2000 Alameda de las Pulgas, San Mateo, California ("**Storage**").

B. The Original Lease, as amended, is scheduled to expire on February 28, 2031.

C. Landlord and Tenant now desire by this Sixth Amendment to amend the Lease in order to (a) Lease space in Suite 162 of approximately 2,000 rentable square feet, (b) clarify the monthly Base Rent and Operational Expenses to be paid by Tenant for Suite 162, and adjust Tenant's total square footage from approximately 99,714.00 to approximately 101,714.00 rentable square feet.

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, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment, as applicable. The term "**Lease**" as used herein and in the Original Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment shall mean the Original Lease as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and this Amendment.

2. **Suite 162 Commencement Expiration Date:** Tenant desires to lease Suite 162 of approximately 2,000 rentable square feet on October 1, 2023, which is the Commencement date ("**Commencement Date**"). Suite 162 shall expire and be co-terminous with the Master Lease thereby expiring on February 28, 2031 ("**Expiration Date**"). As of the Commencement Date of Suite 162, Tenant will be leasing a total of approximately 101,714.00 rentable square feet from Landlord.

3. **Base Rent for Suite 162:** The Base Rent for Suite 162 shall be \$2.67 per square foot per month, shall be effective October 1, 2023 and will follow the master schedule regarding rent escalations.

4. **Operating Expenses for Suite 162:** Tenant will continue to pay Operating Expenses for Suite 162 consistent with the Master Lease.

5. **Condition of Premises.** Tenant acknowledges that it 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". 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.

6. **Landlord Tenant Allowance:** As of the date of this Amendment, Tenant currently has a balance of Tenant Allowance Dollars in the amount of \$591,447.30. It shall be noted that this balance does not reflect the pending projects approved by the Landlord on December 3, 2021.

7. **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) Tenant is in possession of the Premises as revised herein; (viii) 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 (ix) 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.

8. **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.

9. **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.

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

11. **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.

12. **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.

13. **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 DocuSign or a party's signature transmitted by facsimile ("fax") or by electronic mail in pdf format ("pdf"), and signature via DocuSign or 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 DocuSign, 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 DocuSign, 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:**

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

By:   
Name: Roger Fields  
Title: Manager

**TENANT:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attested:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_