

SIXTH AMENDMENT TO LEASE AGREEMENT
Lease No. 1185

This Sixth Amendment to Lease Agreement ("Sixth Amendment"), dated for reference purposes only as of May 21, 2013, is by and between HARBOR BELMONT ASSOCIATES, a California General Partnership ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

Recitals

A. As authorized by San Mateo County Resolution No. 56751, Landlord and Tenant entered into a lease agreement dated December 8, 1992 of approximately 21,346 square feet of office space in that certain building commonly known as 264 Harbor Boulevard, Belmont, California (the "Building") in the Harbor Business Park ("Lease No. 1185"); and

B. Lease No. 1185 has been amended as authorized by San Mateo County Resolution No. 65195 adopted April 16, 2002, Resolution No. 65461 adopted July 30, 2002, Resolution No. 66238 adopted September 9, 2003, Resolution No. 66410 adopted December 16, 2003, and Resolution No. 71860 March 13, 2012 (the "Lease As Amended"). The amendments modified the premises to consist of 29,331 square feet, which is the entire Building, modified the Base Rent accordingly, set forth improvements to be completed by Landlord, extended the Term, provided the County the right to relinquish a portion of the Premises by giving thirty days written notice to the Landlord, and extended the Term. The County elected to relinquish 7,985 feet of the premises effective September 30, 2011 leaving the premises at 21,346 square feet; and

C. The Lease As Amended expires on April 30, 2013; and

D. County and Landlord wish to further amend Lease No. 1185 to extend the Term and increase the Base Rent as herein set forth.

Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term**. Any references to the Term, Termination Date or Early Termination in the Lease As Amended notwithstanding, the Expiration Date of the Lease is hereby extended and amended to April 30, 2014.
2. **Rent**. Any reference to the Base Rent of the Lease As Amended notwithstanding; effective May 1, 2013 (the "Effective Date"), the Base Rent shall be \$39,363 per month, which rate shall be in effect through April 30, 2014.
3. **Early Termination**. Any references to the early termination of the Lease notwithstanding, County shall have the right to terminate such Lease As

Amended, without any penalty, fee or other liability, by giving Landlord not less than ninety (90) days prior written notice (the "Termination Option").

4. **Effective Date; Approval.** Subject to the condition set forth in Section D of the above Recitals, this Sixth Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Sixth Amendment, and the Sixth Amendment is duly executed by the County and the Landlord.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, THE LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF THE COUNTY HAS AUTHORITY TO COMMIT THE COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SIXTH AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF THE COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SIXTH AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF THE COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON THE COUNTY.

5. **Counterparts.** This Sixth Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
6. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease As Amended remain in full force and effect except as expressly amended herein. The Lease as amended by this Sixth Amendment constitutes the entire agreement between the Landlord and the County regarding the leased premises and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Lease As Amended and the terms of this Sixth Amendment, the terms of this Sixth Amendment shall control.

Landlord and the County have executed this Sixth Amendment to Lease Agreement as of the date first written above.

LANDLORD:

HARBOR BELMONT ASSOCIATES,
a California General Partnership

By: 
Phillip H. Raiser
Agent of JHR TRUST, General Partner

COUNTY:

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

By: _____
Don Horsley
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____