

**SECOND AMENDMENT TO LEASE AGREEMENT
No. 1262**

This Second Amendment to Lease Agreement ("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. 66410, Landlord and Tenant entered into a lease agreement, dated for reference purposes as of November 1, 2003, for approximately 21,170 square feet of rentable space (the "Premises") in that certain building commonly known as 310 Harbor Boulevard, Belmont, California, in the Harbor Business park (Lease No. 1262), hereinafter "Lease"; and

B. The Lease was amended by Resolution No. 71860 adopted March 13, 2012 (the "Lease As Amended"). The amendment reduced the Premises to 12,000 square feet, extended the Term and modified the base rent accordingly.

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

D. Landlord and County wish to further amend the Lease As Amended to extend the Term under the same terms and conditions and to grant County the right to terminate the Lease 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 reference to the Initial Term or Expiration Date of the Lease As Amended notwithstanding, the Expiration Date of the Lease is hereby 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 \$20,407 per month, which rate shall be in effect through April 30, 2014.
3. **Early Termination.** Any references to the early termination of the Lease As Amended notwithstanding, County shall have the right to terminate such Lease, 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.** This Second Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Second Amendment, and the Second Amendment is duly executed by the County and the Landlord.

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

5. **Counterparts.** This Second 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 remain in full force and effect except as expressly amended herein. The Lease as amended by this Second Amendment constitutes the entire agreement between Landlord and 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 and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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

LANDLORD:

HARBOR BELMONT ASSOCIATES,
a California General Partnership

By: Phillip Raiser

Its: 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.: _____