

FIRST AMENDMENT TO LEASE
(1900/2000 Alameda de las Pulgas, San Mateo, CA 94403)

THIS FIRST AMENDMENT TO LEASE (this “**First Amendment**”) dated October 9, 2015 (the “**Effective Date**”), is entered into by and between HINES REIT 1900/2000 ALAMEDA DE LAS PULGAS LLC, a Delaware limited liability company (“**Landlord**”), and COUNTY OF SAN MATEO, a political subdivision of the State of California (“**Tenant**”).

RECITALS:

A. Landlord and Tenant entered into that certain 1900/2000 Alameda de las Pulgas Lease dated as of May 15, 2007 (the “**Lease**”), for the lease of certain premises consisting of approximately 79,221 rentable square feet (the “**Leased Premises**”), consisting of (1) approximately 33,493 rentable square feet commonly known as Suite 157 in the building located at 2000 Alameda de las Pulgas, San Mateo, California (the “**2000 Building**”); (2) approximately 19,795 rentable square feet commonly known as Suites 100 and 240 in the 2000 Building; (3) approximately 3,600 rentable square feet commonly known as Suites 200 and 230 in the 2000 Building; and (4) approximately 22,333 rentable square feet located on the ground floor and the first floor of the building located at 1950 Alameda de las Pulgas, San Mateo, California (the “**1950 Building**”); and certain storage space consisting of approximately 2,002 rentable square feet located in the 2000 Building (the “**Storage Space**”).

B. The Lease term is currently scheduled to expire on September 30, 2017.

C. Landlord and Tenant desire to amend the Lease to, among other things, extend the Term.

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All capitalized terms as used in this First Amendment shall have the same meanings as set forth in the Lease unless otherwise expressly set forth herein.

2. Lease Term. The Term of the Lease is hereby extended for a period of approximately ten (10) years, commencing on October 1, 2017 and expiring on September 30, 2027, unless sooner terminated pursuant to the Lease. Section 1.36 of the Lease is hereby restated in its entirety as follows:

“**1.36. “Term Expiration Date**” shall mean September 30, 2027. If the Term is hereafter extended, the Term Expiration Date shall be postponed thereby until the last day of the calendar month during which the Term, as so extended, would expire. Except to the extent and in the manner, if any, otherwise expressly provided in this Lease, Tenant shall not have any right to extend the Term. Sections 3.09 and 7.10 of the Lease are hereby deleted in their entirety and of no further force or effect.”

3. Base Rent for the Leased Premises. Monthly Base Rent for the Leased Premises for the period of October 1, 2017 through September 30, 2027 shall be paid in accordance with the following schedule:

October 1, 2017 – September 30, 2018:	\$179,831.67 (\$2.27 psf)
October 1, 2018 – September 30, 2019:	\$185,226.62 (approx. \$2.34 psf)
October 1, 2019 – September 30, 2020:	\$190,783.42 (approx. \$2.41 psf)
October 1, 2020 – September 30, 2021:	\$196,506.92 (approx. \$2.48 psf)
October 1, 2021 – September 30, 2022:	\$202,402.13 (approx. \$2.55 psf)
October 1, 2022 – September 30, 2023:	\$208,474.19 (approx. \$2.63 psf)
October 1, 2023 – September 30, 2024:	\$214,728.42 (approx. \$2.71 psf)
October 1, 2024 – September 30, 2025:	\$221,170.27 (approx. \$2.79 psf)
October 1, 2025 – September 30, 2026:	\$227,805.38 (approx. \$2.88 psf)
October 1, 2026 – September 30, 2027:	\$234,639.54 (approx. \$2.96 psf)

4. Base Rent for the Storage Space. Monthly Base Rent for the Storage Space for the period of October 1, 2017 through September 30, 2027 shall be paid in accordance with the following schedule:

October 1, 2017 – September 30, 2018:	\$3,907.24 (approx. \$1.95 psf)
October 1, 2018 – September 30, 2019:	\$4,024.45 (approx. \$2.01 psf)
October 1, 2019 – September 30, 2020:	\$4,145.19 (approx. \$2.07 psf)
October 1, 2020 – September 30, 2021:	\$4,269.54 (approx. \$2.13 psf)
October 1, 2021 – September 30, 2022:	\$4,397.63 (approx. \$2.20 psf)
October 1, 2022 – September 30, 2023:	\$4,529.56 (approx. \$2.26 psf)
October 1, 2023 – September 30, 2024:	\$4,665.44 (approx. \$2.33 psf)
October 1, 2024 – September 30, 2025:	\$4,805.41 (approx. \$2.40 psf)
October 1, 2025 – September 30, 2026:	\$4,949.57 (approx. \$2.47 psf)
October 1, 2026 – September 30, 2027:	\$5,098.06 (approx. \$2.55 psf)

5. Condition of the Leased Premises Improvement Allowance;. Tenant acknowledges that it has been and continues to be in possession of the Leased Premises, is familiar with the condition of the Leased Premises and accepts the Leased Premises in its presently existing, “as is” condition, with all faults and without representation, warranty or improvements by Landlord of any kind whatsoever. Notwithstanding the foregoing, Landlord shall provide to Tenant a tenant improvement allowance to pay Tenant’s costs and expenses (“**Improvement Costs**”) incurred by Tenant in performing certain improvements to the Leased Premises up to an aggregate maximum amount of Fifteen and No/100 Dollars (\$15.00) per rentable square foot of the Leased Premises (i.e., \$1,188,315.00) (the “**Allowance**”). Prior to the commencement of such improvements, Tenant will furnish Landlord with plans and specifications for Landlord’s approval in accordance with Section 5.07 of the Lease. Tenant shall select the contractor to perform such improvements, subject to Landlord’s approval rights under Section 5.07 of the Lease. Landlord shall pay portions of the Allowance to Tenant from time to time, but not more often than once a month, upon Landlord’s receipt of invoices therefor and unconditional mechanics lien waivers for all work evidenced by the current month’s invoices. Such improvement work shall be subject to all of the applicable terms and provisions of the Lease, including, without limitation, all of the requirements for Alterations set forth in

Section 5.07 of the Lease. Tenant will be responsible for paying all Improvement Costs in excess of the Allowance. In no event shall Landlord be obligated to make disbursements pursuant to this First Amendment in a total amount which exceeds the Allowance. In the event that Landlord sells or transfers the Project or a change in ownership of the Project occurs at any time during the Term (a "Sale"), Tenant may elect in writing to Landlord within one hundred eighty (180) days after the Sale that Landlord pay to Tenant up to Five and No/100 Dollars (\$5.00) per square foot of the Leased Premises (i.e., \$396,105.00) of any unused portion of the Allowance to offset a portion of any increase in Real Property Taxes resulting from the Sale. All improvements for which the Allowance has been made available shall be deemed Landlord's property under the terms of the Lease. The Leased Premises and the Project have not undergone inspection by a Certified Access Specialist (CAsp). The foregoing verification is included in this First Amendment solely for the purpose of complying with California Civil Code Section 1938 and shall not in any manner affect Landlord's and Tenant's respective responsibilities for compliance with construction-related accessibility standards as provided under this Lease. Tenant hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Project nor the Leased Premises has undergone inspection by a CAsp.

6. Rentable Area of the Leased Premises, the Project and the Building. Section 1.27 of the Lease is hereby restated in its entirety as follows:

"1.27 "Rentable Area" shall mean the "Rentable Area" of space within the Building, the Project and the Leased Premises determined in accordance with the "Standard Method for Measuring Floor Area in Office Buildings," approved as of June 7, 1996 by the American National Standards Institute, Inc. (ANSI/BOMA Z65.1-1996; the "BOMA Standard"). The Rentable Area in the Leased Premises has been calculated on the basis of the foregoing definition and is hereby stipulated for all purposes hereof to be the amount stated on the Basic Lease Information Sheet. The Rentable Area of the Building and/or the Project is subject to adjustment by Landlord from time to time to reflect any remeasurement thereof by Landlord's architect, at Landlord's request, and/or as a result of any additions or deletions to the Building and/or any of the buildings in the Project as designated by Landlord."

7. Estoppel. Tenant hereby certifies and acknowledges, that as of the date hereof (a) Landlord is not in default in any respect under the Lease, (b) Tenant does not have any defenses to its obligations under the Lease, (c) Landlord is not holding any security deposit under the Lease, and (d) there are no offsets against rent payable under the Lease. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this First Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this First Amendment; and (iii) Landlord is relying on such representations in entering into this First Amendment.

8. Parking. Notwithstanding anything to the contrary contained in the Lease, during the remainder of the term of the Lease, Tenant shall be entitled to use ten (10) reserved parking spaces located in the parking facility for the 1950 Building and 2000 Building at no cost to Tenant in connection with Tenant's lease of the Leased Premises. The location of such reserved

parking spaces shall be determined by Landlord in its sole and absolute discretion and such reserved parking spaces may be relocated from time to time by Landlord at Landlord's sole and absolute discretion.

9. No Other Changes. Except as expressly modified by this First Amendment, the Lease remains unchanged and in full force and effect. In the event of any conflict between this First Amendment and the Lease, the terms of this First Amendment shall control. Each of Landlord and Tenant acknowledges that, to the actual knowledge of such party, the other party hereto is not in default in the performance of any of its obligations under the Lease, and that as of the Effective Date such party has no claims or setoffs of any kind.

10. Miscellaneous.

(a) Entire Agreement; Amendment. Other than the Lease, there are no agreements between the parties with respect to the matters covered by this First Amendment, and any prior agreements and negotiations with respect to such matters are superseded and incorporated into this First Amendment. The only way to amend or otherwise modify this First Amendment is for the parties to sign a written instrument which expresses the intent to amend or otherwise modify this First Amendment.

(b) Counterparts. This First Amendment may be executed in counterparts, each of which (when delivered) shall be the same agreement. Only one fully executed counterpart need be produced in order to prove this First Amendment. The parties may execute this First Amendment by executing signature pages and authorizing them to be attached to the body of this First Amendment.

(c) Waiver. No party hereto shall be deemed to have waived any material provision of this First Amendment unless it does so in writing, and no "course of conduct" shall be considered to be such a waiver, absent such a writing.

(d) Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflicts of laws.

(e) Time. Time is of the essence with respect to each provision of this First Amendment in which time is a factor.

(f) Drafting Ambiguities. Each party and its legal counsel have reviewed and participated in the drafting of this First Amendment. The rule of construction that any ambiguities are to be resolved against the drafting parties shall not be applicable to the construction of this First Amendment. In the event of any inconsistency between the provisions of the Lease and the provisions of this First Amendment, the provisions of this First Amendment shall control.

(g) Attorneys' Fees. In the event any litigation, arbitration, mediation or other proceeding ("**Proceeding**") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this First Amendment, the prevailing party or parties in such Proceeding shall be entitled to recover from the non-prevailing

party or parties all costs, expenses and reasonable attorneys' fees relating to or arising out of such Proceeding (whether or not the Proceeding results in a judgment), including any post-judgment or post-award Proceeding, including without limitation one to enforce or appeal any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and reasonable attorneys' fees.

(h) Severability; Miscellaneous. Each provision in this First Amendment is severable if any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this First Amendment shall be unaffected. A reference in this First Amendment to a "party" is a reference to any one of the parties who are named in the caption to this First Amendment and who have executed this First Amendment. Section and other headings are for convenience only and shall not be used to interpret any provision of this First Amendment.

(i) No Brokers. Each of Landlord and Tenant represents and warrants to the other that (i) no broker, agent, commission salesperson, or other person has represented the representing party in the negotiations for and procurement of this First Amendment, and (ii) no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesperson, or other person as a result of any act or agreement of the representing party. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from all loss, liability, damage, claim, judgment, cost or expense (including reasonable attorneys' fees and court costs) suffered or incurred by the other party as a result of a breach by the representing party of its representation and warranty contained in the immediately preceding sentence, or as a result of any claim for any fee, commission or similar compensation with respect to this First Amendment made by any broker, agent or finder claiming to have dealt with the representing party, whether or not such claim is meritorious.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

“Landlord”

HINES REIT 1900/2000 ALAMEDA DE LAS PULGAS LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

“Tenant”

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

By: _____

Name: _____

Title: President, Board of Supervisors

Attested:

By: _____

Name: _____

Title: Clerk of Said Board