

**FIRST AMENDMENT TO LEASE AGREEMENT
No. 1273**

This First Amendment to Lease Agreement ("First Amendment"), dated for reference purposes only as of October 30, 2015 is by and between WILSEY BENNETT, INC., a Delaware corporation ("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. 67714, Landlord and County entered into a lease agreement, dated for reference purposes as of December 22, 2005 (the "Lease"), for approximately 5,080 square feet of warehouse area (the "Premises") in that certain building commonly known as 961 Bing Street, San Carlos, California, for the use of the County.

B. The Lease's current term expires on December 31, 2015 and County elected not to exercise its option to extend the Term for an additional 5 years.

C. Landlord and County wish to amend the Lease to extend the Term in accordance with the terms of this First Amendment, 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.**

Section 1.7 of the Lease is amended to read, in its entirety, as follows:

1.7 Term (Section 3.1):	Commencement Date: December 22, 2005;
	Expiration Date: December 31, 2018.

Any reference to the Initial Term or Expiration Date of the Lease notwithstanding, the Expiration Date of the Lease is hereby amended to December 31, 2018.

2. **Extension Options.**

Section 1.8 of the Lease is amended to read, in its entirety, as follows:

1.8 Extension Options (Section 3.3):	Two options to extend the term of the Lease by successive terms of three (3) years each (the "Extension Options"). Tenant to exercise option(s) by notice to Landlord not less than one hundred eighty days prior to the expiration of the
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then current term, with rent adjusted as set forth in Section 3.4. Tenant may exercise the second option only if it has exercised the first option.

Section 3.3 of the Lease shall be deleted in its entirety and replaced with the following:

3.3 Extension Options

At the expiration of the current Term of the Lease as amended by this First Amendment (December 31, 2018), Tenant shall have the right to extend the Term for an additional term of three years (the "First Extension Period"). At the expiration of the First Extension Period, if the Tenant exercised the first option to extend the Lease and the Lease has not been otherwise terminated, the Tenant shall have the right to extend the Lease for a second additional three (3) Year period. The two extension terms, singularly and collectively, are referred to as the "Extended Term". Tenant, at its sole discretion, may exercise the Extension Options, if at all, by giving written notice to Landlord no later than one hundred eighty (180) days prior to the expiration of the term to be extended; provided, however, if Tenant is in material default under the Lease on the date of giving such notice and fails to cure such default within a reasonable amount of time, Landlord may reject such exercise by delivering written notice thereof to Tenant promptly after such failure to cure. Any extension exercised hereunder shall be on all of the terms and conditions contained in this Lease, except that the rent shall be adjusted as hereinafter set forth.

3. Base Rent.

Section 1.9 of the Lease shall be deleted in its entirety and replaced with the following:

1.9 Base Rent (Section 4.1): Initial Monthly payments: \$4,064.00.

Monthly Base Rent effective January 1, 2016: \$5,308.60.

Section 1.10 of the Lease is amended to read, in its entirety, as follows:

1.10 Rent Adjustment (section 4.3): The Base Rent shall be adjusted on January 1, 2007 and annually on each successive January 1, with the exception of January 1, 2016 (Base Rent determined pursuant to Section 1.9) and any January 1 coinciding with

the first day of an Extended Term (Base Rent determined pursuant to Section 3.4). The increase pursuant to this Section 1.10 shall be determined in accordance with Section 4.3 of the Lease based on the increase in the Consumer Price Index, but in no event less than 2% nor more than 5%.

4. **Landlord Contact Information**

Sections 1.19 and 1.21 of the Lease are amended to read, in their entirety, as follows:

1.19 Address for Landlord (Section 23.1): Wilsey Bennett Inc.
235 Kansas Street No. 200
San Francisco, CA 94103

1.21 Telephone No.: (415)255-7666

5. **Effective Date; Approval.** This First Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this First Amendment, and the First 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 FIRST AMENDMENT TO THE LEASE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS FIRST AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS FIRST 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.

6. **Counterparts.** This First 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.

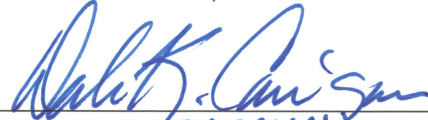
7. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease remain in full force and effect except as expressly amended herein. The Lease, as amended by this First Amendment, constitutes the entire agreement between Landlord and County regarding the leased premises and may not 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 First Amendment, the terms of this First Amendment shall control.

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Landlord and County have executed this First Amendment as of the date first written above.

LANDLORD:

WILSEY BENNETT, INC.

By: 
DALE K. CARRIGAN
Its: VICE PRESIDENT

COUNTY:

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

By: _____
Carole Groom
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____