

**THIRD AMENDMENT TO LEASE AGREEMENT
No. 1282**

This Third Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of November 18, 2014 is by and between VISTA MARIN, LLC, a California Limited Liability Company ("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. 68699, Landlord and County entered into a lease agreement, dated for reference purposes as of May 15, 2007, for approximately 3,709 square feet of rentable space consisting of Suites 210 and 330 (the "Premises") in that certain building commonly known as 900 Veterans Blvd, Redwood City, California, for the use of the Health System.

B. The Lease was amended by Resolution No. 71911 adopted April 24, 2012 (the "Lease As Amended"). The amendment extended the Term, granted a termination right to the County and modified the base rent.

C. The Lease Agreement was amended again May 21, 2013 per Second Amendment to Lease Agreement, to extend the Lease term to April 30, 2014, increase the Base Rent and provide the County with the right to terminate the Lease upon 180 days notice.

D. Landlord and County acknowledged and agreed to a month-to-month Holdover on May 1, 2014.

E. Landlord and County wish to further amend the Lease regarding Premises, Term and Base Rent and otherwise under the same terms and conditions, 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. **Premises**: As of December 11, 2014 Premises shall include only Suite 330 consisting of 2,150 square feet and comprising 3.9% of the Building (Tenant's Percentage Share). Suite 210 shall be surrendered on December 10, 2014.
2. **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, 2015. All references to options to renew the Term are hereby deleted.
3. **Base Rent**. Any references to the Base Rent of the Lease notwithstanding, effective December 10, 2014, the Base Rent shall be \$8,600 per month, which

rate shall be in effect through April 30, 2015.

4. **Effective Date; Approval.** This Third Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Third Amendment, and the Third 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 THIRD 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 THIRD 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 Third 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 As Amended remain in full force and effect except as expressly amended herein. The Lease as amended by this Third 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 As Amended and the terms of this Third Amendment shall control.

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

LANDLORD:

VISTA MARIN, LLC,
a California Limited Liability Company

By: _____

Its: _____

COUNTY:

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

By: _____

Dave Pine
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____