

FIRST AMENDMENT

THIS FIRST AMENDMENT (this “**Amendment**”) is made and entered into as of June 4, 2015, by and between **PREMIA SOUTH COUNTY, LLC, a Delaware limited liability company** (“**Landlord**”), and **COUNTY OF SAN MATEO, a political subdivision of the State of California** (“**Tenant**”).

RECITALS

- A. Landlord (as successor in interest to D & D Real Estate, L.P., a California limited partnership) and Tenant are parties to that certain Office Lease dated August 5, 2005 (the “**Original Lease**”), which Original Lease has been previously amended by that certain Term Commencement Date Memorandum dated May 3, 2006 (collectively, the “**Lease**”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately **4,528** rentable square feet (the “**Premises**”) described as Suite 100 on the ground floor of the building located at 601 Allerton Street, Redwood City, California (the “**Building**”).
- B. The Lease by its terms shall expire on November 30, 2015 (“**Prior Expiration Date**”), and the parties desire to extend the Term of the Lease, all on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Extension.** The Term of the Lease is hereby extended for a period of sixty-one (61) months and shall expire on December 31, 2020 (“**Extended Expiration Date**”), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Prior Expiration Date (“**Extension Date**”) and ending on the Extended Expiration Date shall be referred to herein as the “**Extended Term**”.
2. **Base Rent.** As of the Extension Date, the schedule of Base Rent payable with respect to the Premises during the Extended Term is the following:

Period	Rentable Square Footage	Monthly Base Rent
12/1/15 – 11/30/16	4,528	\$18,791.20
12/1/16 – 11/30/17	4,528	\$19,354.94
12/1/17 – 11/30/18	4,528	\$19,935.43
12/1/18 – 11/30/19	4,528	\$20,533.57
12/1/19 – 11/30/20	4,528	\$21,149.84
12/1/20 – 12/31/20	4,528	\$21,784.21

All such Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby. Tenant shall pay the first month’s Base Rent no later than December 1, 2015.

3. **Additional Charges.** For the period commencing on the Extension Date and ending on the Extended Expiration Date, Tenant shall pay all Additional Charges payable under the Lease, including Tenant's Percentage Share of Real Estate Taxes and Operating Costs in accordance with the terms of the Lease, as amended hereby; provided, however, the Base Year for the computation of Tenant's Percentage Share of Real Estate Taxes and Operating Costs shall be 2014.
4. **Improvements to Premises.**
 - 4.1 **Condition of Premises.** Tenant is in possession of the Premises and accepts the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise in this Amendment.
 - 4.2 **Responsibility for Improvements to Premises.** Any construction, alterations or improvements to the Premises shall be performed by Tenant at its sole cost and expense using contractors selected by Tenant and approved by Landlord and shall be governed in all respects by the provisions of Section 7 of the Original Lease.
5. **Other Pertinent Provisions.** Landlord and Tenant agree that, effective as of the date of this Amendment (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:
 - 5.1 **Address for Landlord.** Landlord's address set forth in the Basic Lease Information of the Original Lease is hereby deleted in its entirety and replaced with the following:

"Premia South County, LLC
130 Shoreline Drive, Suite 110
Redwood City, CA 94065"
 - 5.2 **Key Contact for Landlord.** The key contact for Landlord set forth in the Basic Lease Information of the Original Lease is hereby deleted in its entirety and replaced with the following: "Michael Halow, Telephone No.: (415) 830-1040."
 - 5.3 **Parking.** Notwithstanding anything to the contrary contained in the Lease, Tenant is granted the use of seven (7) parking spaces in the on-site parking facilities serving the Building on a first come, first served basis.
6. **Miscellaneous.**
 - 6.1 This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.
 - 6.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. The capitalized terms used in this Amendment shall

have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

- 6.3 Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Tenant has executed and delivered the same to Landlord.
- 6.4 Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord and its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment.
- 6.5 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Extended Term, an event of default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.
- 6.6 Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Amendment, the Premises have not undergone inspection by a “Certified Access Specialist” to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. To allow for compliance with building performance benchmarking and disclosure regulations, and to facilitate implementation of sustainable improvements to the Building, Tenant shall, if applicable: (a) retain copies of its “utility data”, which includes, but is not limited to, Tenant’s utility bills and invoices pertaining to Tenant’s energy, water, and trash usage at the Building during the Term (as the same may be further extended), and (b) upon request, provide Landlord with copies of such “utility data”. Tenant further agrees, upon Landlord’s request, to execute utility release forms provided by the applicable utility or municipality to expedite the data collection process.

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6.7 Redress for any claim against Landlord under the Lease and this Amendment shall be limited to and enforceable only against and to the extent of Landlord's interest in the Building. The obligations of Landlord under the Lease are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, its investment manager, the general partners thereof, or any beneficiaries, stockholders, employees, or agents of Landlord or the investment manager, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damage.

IN WITNESS WHEREOF, Landlord and Tenant have entered into and executed this Amendment as of the date first written above.

LANDLORD:

PREMIA SOUTH COUNTY, LLC,
a Delaware limited liability company

By: 

Name: Michael Hallow

Title: MANAGING MEMBER

Dated: JUNE 4, 2015

TENANT:

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

By: _____

Name: _____

Title: _____

Dated: _____, 2015