

THIRD AMENDMENT AND ASSIGNMENT OF LEASE AGREEMENT
Lease No. 1267

THIS THIRD AMENDMENT AND ASSIGNMENT OF LEASE Number 1267 ("Assignment") is made and entered into this 1st day of April, 2015, by and between HMB STONE PINE, LLC, a Delaware limited liability company ("Landlord"), the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Tenant"), and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Assignee").

RECITALS

- A. As authorized by San Mateo County Resolution No. 66676, Tenant and Landlord entered into a lease agreement dated for reference purposes as of June 8, 2004 (the "Lease") for approximately 2,730 rentable square feet of building area in that certain building commonly known as 80 Stone Pine Road, Suite 100, Half Moon Bay, California (the "Leased Premises").
- B. As authorized by San Mateo County Resolution No. 69079, Tenant and Landlord entered into the First Amendment to Lease Agreement dated November 1, 2007, to extend the term of the lease, set forth improvements to be made by Landlord, and modify the Base Rent. As authorized by San Mateo County Resolution No. 70940, Tenant and Landlord entered into the Second Amendment to Lease Agreement dated July 27, 2010 (the "Lease As Amended"), to extend the term of the lease, modify the Base Rent, eliminate Tenant's early termination option, and make other changes.
- C. Tenant and Landlord wish to further amend the Lease to extend the Term, to assign the Lease to Assignee, and make other changes.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the legal sufficiency and adequacy of which are hereby acknowledged, Landlord, Tenant, and Assignee hereby 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 and extended to December 31, 2015.
- 2. Rent. Any references to the Base Rent in the Lease As Amended notwithstanding, effective beginning on July 1, 2015, the Base Rent shall be \$6,606.00 per month, which Base Rent shall remain in effect through the Expiration Date of the Lease (December 31, 2015).

3. Delivery of the Leased Premises. Tenant shall deliver the Leased Premises to Assignee on or before July 1, 2015 (the "Assignment Date"), along with a fully executed original counterpart of this Assignment. Except as specifically provided herein, Assignee agrees to accept the Leased Premises in their "as-is" condition as of the Assignment Date and acknowledges that Tenant has made no representations or warranties, express or implied, regarding the Leased Premises or the suitability thereof for Assignee's purposes.
4. Assignment. Effective as of Assignment Date, Tenant hereby grants, assigns and transfers to Assignee all of Tenant's right, title and interest as tenant in and to the Lease, including specifically, and subject to, all of the obligations, burdens, liabilities, terms, and conditions of Tenant thereunder as a direct obligation to the Landlord and all benefits and rights of Tenant thereunder as a direct entitlement from the Landlord. Assignee hereby accepts the foregoing grant and assignment. Tenant shall hold Assignee harmless from any claims to the full extent that they arise from Tenant's rights, title and interests in the Leased Premises or performance of the Lease prior to the Assignment Date, and such obligation shall survive the Assignment Date.
5. Assumption. Effective as of the Assignment Date, Assignee hereby agrees to and accepts the assignment from Tenant as described in Section 4 of this Assignment, and, in addition, assumes and agrees to perform (from and after the Assignment Date) all of the terms, covenants, obligations and conditions required to be kept, performed and fulfilled by Tenant under the Lease, as a direct obligation to the Landlord. Assignee shall hold Tenant harmless from any claims to the full extent that they arise from Assignee's rights, title, and interests in the Leased Premises, or assumption and performance of the Lease from and after the Assignment Date, including specifically, the payment of Base Rent, Additional Rent and all other charges and payments to be made under the Lease from and after the Assignment Date, all with the same force and effect as if Assignee was originally named as tenant in the Lease. Assignee agrees to and accepts the assignment from the Tenant upon the express condition that the Lease shall be modified in the following respects:
 - a. References to County. All references to "County" set forth in the Lease are modified to read "Tenant," including but not limited to the specific modifications of "County" to "Tenant" set forth below.
 - b. Section 1.3, Tenant. Delete "COUNTY OF SAN MATEO" and insert "THE REGENTS OF THE UNIVERSITY OF CALIFORNIA."
 - c. Section 1.14, Notice Address for Tenant (Section 21.1). Delete existing notice address and replace with the following text:

"UCCE San Francisco/San Mateo
ATTN: County Director
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019"

- d. Section 1.15. Delete this provision in its entirety.
- e. Section 1.16. Delete this provision in its entirety.
- f. Section 1.17, Key Contact for Tenant. Delete existing contact information and replace with the following text:

“John Gieng
(650) 726-9059 x104”

- g. Section 15.1, County’s Indemnity. Rename provision as “Tenant’s Indemnity,” delete the provision in its entirety, and replace with the following text:

“Tenant shall indemnify, defend and hold harmless Landlord, its officers, partners, agents, and employees from and against any claims, damages, costs, expenses, or liabilities (collectively “Claims”) arising out of or in any way connected with this Lease including, without limitation, Claims for loss or damage to any property or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of Tenant, its officers, agents, or employees. Tenant’s obligations under this Section shall survive the termination of the Lease.”

- h. Section 15.2, Landlord’s Indemnity. Delete the provision in its entirety, and replace with the following text:

“Landlord shall indemnify, defend and hold harmless Tenant, its officers, agents, and employees from and against any Claims arising out of or in any way connected with this Lease including, without limitation, Claims for loss or damage to any property or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of Landlord, its officers, agents, or employees. Landlord’s obligations under this Section shall survive the termination of the Lease.”

- i. Section 15.3, Concurrent Negligence. Delete this provision in its entirety.
- j. Section 16.1, County’s Self-Insurance. Rename provision as “Tenant’s Self-Insurance,” delete the provision in its entirety, and replace with the following text:

“Tenant, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows:

1. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:

i.	Each Occurrence	\$1,000,000
ii.	Products/Completed Operations Aggregate	\$2,000,000
iii.	Personal and Advertising Injury	\$1,000,000
iv.	General Aggregate	\$2,000,000

2. Business Automobile Liability Self Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

3. Property, Fire and Extended Coverage Self-Insurance Program in an amount sufficient to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

4. Workers' Compensation as required by California law.

Tenant, upon the execution of this Lease, shall furnish Landlord with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Landlord of any material modification, change or cancellation of any of the above insurance coverages."

- k. Section 20.5, County's Environmental Indemnity. Rename provision as "Tenant's Environmental Indemnity." Delete the provision in its entirety and replace with the following text:

"If Tenant breaches its obligations contained in the preceding Section 20.4, or if Tenant or its agents cause the Release of Hazardous Material from, in, on or about the Premises or the Property, then Tenant shall indemnify Landlord against any and all Claims arising during or after the Term of this Lease as a result of such Release, but only in proportion to and to the extent that such claims arise from the negligent or intentional acts or omissions of Tenant or its agents. The foregoing Indemnity shall not include any Claims resulting from the non-negligent aggravation by Tenant, its agents or invitees of physical conditions of the Premises, or other parts of the Property, existing prior to Tenant's occupancy."

- l. Section 21.5, Parties and Their Agents; Approvals. Delete the provision in its entirety and replace with the following text:

"If applicable, the word "Landlord" as used in this Lease shall include the plural as well as the singular. As used in this Lease, the term "Agents" when used with respect to either party shall include the agents, employees, and officers of such party, and term "invitees" when used with respect to Tenant shall include the clients, customers, invitees, guests, licensees, assignees or subtenants of Tenant. All approvals, consents or other determinations permitted or required by County

under this Lease shall be made by or through Tenant's UC Cooperative Extension San Mateo-San Francisco office and its County Director."

- m. Section 21.23, Acceptance of Lease by Landlord. Delete the provision in its entirety.
6. Tenant Covenants. Tenant covenants that Tenant is the sole and lawful owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that Tenant has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. Entire Agreement. This Assignment is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties hereto with respect thereto. This Assignment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing by Landlord and Assignee.
9. Successors. This Assignment shall be binding on and inure to the benefit of the parties hereto, their respective successors in interest and assigns.
10. Consent of Landlord. It shall be a condition precedent to the effectiveness of this Assignment that Landlord shall have expressly approved and consented to the terms of this Assignment. The counter-signature of Landlord hereunder shall constitute express approval of and consent to this Assignment and to the modifications of the Lease as provided for in this Assignment. Further, the counter-signature of Landlord hereunder shall serve as a release of Tenant from any liability under the Lease which arises on or after the Assignment Date.
11. Further Assurances. The parties hereto hereby agree to execute and deliver all further assurances, assignments and any other documents, and to take any other actions reasonably necessary to facilitate the assignment and assumption provided for in this Assignment.
12. Authority. If any party hereto is a partnership or a corporation, each individual executing this Assignment on behalf of such entity represents and warrants that he is duly authorized to execute and deliver this Assignment on behalf of such entity, and that this Assignment is binding upon such entity in accordance with its terms.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

TENANT:

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

By: _____

Title: _____

Date: _____

ASSIGNEE:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation

By: Walter S. Fier

Title: _____

Date: 8/7/15

LANDLORD:

HMB STONE PINE, LLC, a Delaware limited liability company

The undersigned, as Landlord under the Lease, hereby approve of and consents to the foregoing Assignment and provisions thereof, and the undersigned hereby releases Tenant from any liability under the Lease which liability arises following the Effective Date of this Assignment.

By: Ron Hayes

Title: MANAGER

Date: 5/5/15