

SECOND AMENDMENT TO LEASE AGREEMENT
Lease No. 1290

This Second Amendment to Lease Agreement (this "Second Amendment"), dated for reference purposes only as of February 7, 2014, is made by and between SAN BRUNO OFFICE ASSOCIATES LLC, a Colorado 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. 70051, Landlord and County entered into an Office Lease, dated for reference purposes as of April 1, 2009 (the "Original Lease"), pursuant to which Landlord leased to County approximately 2,252 square feet of rentable space in that certain building commonly known as 883 Sneath Lane, San Bruno, California.

B. As authorized by San Mateo County Resolution No. 70264, Landlord and County entered into a First Amendment to Lease Agreement, dated for reference purposes as of July 7, 2009 (the "First Amendment"), to clarify the initial monthly Base Rent. The Original Lease, as amended by the First Amendment, is hereinafter referred to as the "Lease".

C. County and Landlord wish to amend the Lease to extend the Term and modify the Base Rent, all upon and subject to the terms and conditions set forth in this Second Amendment.

Agreement

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

1. **Term.** Notwithstanding anything to the contrary set forth in the Lease, the Term of the Lease is hereby extended such that the "Expiration Date" shall be amended and restated to mean May 31, 2019. Tenant acknowledges that it does not have any extension options under the Lease. Sections 1.9, 3.4 and 4.2 of the Original Lease are hereby deleted.

2. **Rent.** Notwithstanding anything to the contrary set forth in the Lease, for the period commencing March 1, 2014 through the Expiration Date, monthly Base Rent shall be as follows:

June 1, 2014 – May 31, 2015	\$5,422.00 per month
June 1, 2015 – May 31, 2016	\$5,585.00 per month
June 1, 2016 – May 31, 2017	\$5,753.00 per month
June 1, 2017 – May 31, 2018	\$5,925.00 per month
June 1, 2018 – May 31, 2019	\$6,103.00 per month

3. **Civil Code Section 1938 Notice.** Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that neither the Building nor the Premises have been inspected by a Certified Access Specialist.
4. **Acceptance of Premises.** Tenant hereby acknowledges and agrees that (i) the Premises have been delivered to Tenant in accordance with the terms of the Lease, (ii) Tenant has accepted the Premises, and (iii) Landlord has fully performed and completed all construction and improvement obligations required to be performed by Landlord under the Lease with respect to the Premises, the Building and the Common Areas, including, without limitation, Landlord's obligations under Section 6.1, Section 7.5, Exhibit G and Exhibit H of the Original Lease.
5. **Brokers.** Tenant warrants and represents to Landlord that in the negotiating or making of this Second Amendment neither Tenant nor anyone acting on Tenant's behalf has dealt with any real estate broker or finder who might be entitled to a fee or commission for this Second Amendment. Tenant agrees to indemnify, defend and hold Landlord harmless from any claim or claims, including costs, expenses and attorney's fees incurred by Landlord, asserted by any broker or finder for a fee or commission based upon any dealings with or statements made by Tenant or its representatives.
6. **Development Termination Right.** If after January 1, 2015, and not before such date, Landlord desires to demolish all or a substantial part of the Building or redevelop all or a substantial part of the Building to such an extent that Landlord cannot complete such work while tenants remain in possession of premises within the Building, Landlord shall have the right to terminate this Lease by notifying Tenant of Landlord's election to terminate this Lease as of a date specified in such notice (the "Redevelopment Termination Date"), which Redevelopment Termination Date shall be at least three hundred and sixty-five (365) days after notice is delivered in writing to Tenant. In the event the Redevelopment Termination Date is prior to May 31, 2018, Tenant shall be immediately entitled to four (4) months of abated rent.
7. **Effective Date; Approval.** This Second Amendment shall become effective on the first date (the "Effective Date") by which all of the following conditions have been satisfied: (i) the County Board of Supervisors has adopted a resolution authorizing the execution of this Second Amendment, and (ii) the Second Amendment has been duly executed by both the County and the Landlord. Notwithstanding the foregoing, if the Effective Date has not occurred prior to July 1, 2014, then Landlord's execution of this Second Amendment shall be considered withdrawn, and this Second Amendment shall be null and void and shall have no force or effect, regardless of whether the County subsequently executes this Second Amendment pursuant to authorization from a resolution from the County Board of Supervisors.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECOND 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 SECOND AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR

LIABILITIES OF COUNTY OR LANDLORD HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS SECOND AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS SECOND 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 UNLESS AND UNTIL SUCH RESOLUTION IS ADOPTED.

8. **Counterparts.** This Second 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. Any signature delivered by email in portable data format (.pdf) or by facsimile shall be deemed an original signature for purposes of the execution hereof.
9. **Terms.** Capitalized terms used but not otherwise defined herein shall have the same meanings as are set forth in the Lease.
10. **No Further Amendments; Entire Agreement; Conflicts; Successors and Assigns.** 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 Second 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 Second Amendment, the terms of this Second Amendment shall control. All references in the Lease to the Lease (e.g., "this Lease," "herein," "agreement," etc.) shall constitute references to the Lease, as amended by this Second Amendment. This Second Amendment shall be binding upon and inure to the benefit to the parties and their respective successors and assigns.

[Signatures on Following Page(s)]

Landlord and County have executed this Second Amendment as of the Effective Date.

LANDLORD:

SAN BRUNO OFFICE ASSOCIATES LLC,
a Colorado limited liability company

By: 

Name: Thomas G. Keane

Its: VP Leasing Operations

Dated: 3/21/14

COUNTY:

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

By: _____

Dave Pine

President, Board of Supervisors

Dated: _____

Attest:

Clerk of the Board

Resolution No.: _____