

**SECOND AMENDMENT TO LEASE AGREEMENT
No. 1286**

This Second Amendment to Lease Agreement ("Second Amendment"), dated for reference purposes only as of February 12, 2019 is by and between HARBOR BELMONT ASSOCIATES, a California General Partnership ("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. 069940, Landlord and County entered into a lease agreement, dated for reference purposes as of June 1, 2008 (the "Original Lease"), for approximately 59,215 square feet of office space (the "Premises") in those certain buildings commonly known as 400 Harbor Boulevard, Belmont, California, for the use by the County.

B. Landlord and County entered into a First Amendment to Lease Agreement, dated for reference purposes as of January 15, 2013 (the "First Amendment"), to refine the process by which proposed costs are evaluated and approved prior to commencement of construction of Leasehold Improvements, as therein set forth. The Original Lease, as amended by the First Amendment, is hereinafter referred to as the "Lease". Unless otherwise noted, all capitalized terms herein shall have the same meaning as defined in the Lease.

C. On November 12, 2018, Landlord confirmed receipt and acceptance of the terms in County's Written Notice to Landlord, dated October 30, 2018, to Exercise the First Extension Option of Lease No. 1286, to extend the Lease, commencing on March 1, 2019, at \$2.97 per square foot per month full service with a \$300,000 tenant improvement allowance. The Landlord will also spend +/- \$300,000 for ADA walkway improvements and +/- \$300,000 in HVAC and roof upgrades/repairs to both Buildings.

D. Landlord and County wish to amend the Lease, effective March 1, 2019, to convert the rental rate to triple net in accordance with the terms of this Second 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. **Base Rent.**

Effective March 1, 2019, monthly Base Rent shall be \$122,575.05.

2. **Additional Charges.**

Effective March 1, 2019, the County shall pay as Additional Charges the County's

Percentage Share of Operating Costs and Real Estate Taxes for the Property, as set forth in Sections 4.3 – 4.9 of the Lease, as modified by Sections 3 and 4 herein.

3. **Payment of Percentage Share of Operating Costs.**

Section 4.5 of the Lease is hereby deleted in its entirety and replaced with the following:

Effective March 1, 2019, County shall pay to Landlord each month, as Additional Charges, one twelfth (1/12) of County's Percentage Share of Operating Costs for each Expense Year. County shall make such payments, in advance, in an amount estimated by Landlord in reasonable detail in a writing delivered to County. Landlord may revise such estimates of Operating Costs from time to time and County shall thereafter make payments on the basis of such revised estimates, provided that no such revisions shall be retroactive and Landlord may not make any such revisions more than twice in any given Expense Year and no such revision may be made any earlier than four (4) months subsequent to the prior estimate for such Expense Year. With reasonable promptness not to exceed one hundred twenty (120) days after the expiration of each Expense Year, Landlord shall furnish County with a statement (herein called "Landlord's Expense Statement"), setting forth in reasonable detail the Operating Costs for such Expense Year and County's Percentage Share thereof. If County's Percentage Share of the actual Operating Costs for such Expense Year exceeds the estimated Operating Costs paid by County for such Expense Year, County shall pay to Landlord (whether or not this Lease has terminated) the difference between the amount of estimated Operating Costs paid by County and County's Percentage Share of the actual Operating Costs within thirty (30) days after the receipt of Landlord's Expense Statement. If the total amount paid by County for estimated Operating Costs exceeds County's Percentage Share of the actual Operating Costs for such Expense Year, such excess shall be credited against the next installment of rent due from County hereunder. At Landlord's option, or if the Lease term has expired, such excess shall be refunded to County.

4. **Payment of Percentage Share of Real Estate Taxes.**

Section 4.6 of the Lease is hereby deleted in its entirety and replaced with the following:

Effective March 1, 2019, County shall pay to Landlord each month, as Additional Charges, one twelfth (1/12) of County's Percentage Share of Real Estate Taxes for each Tax Year. County shall make such payments, in advance, in an amount estimated by Landlord in reasonable detail in a writing delivered to County. With reasonable promptness not to exceed one hundred twenty (120) days after the

expiration of each Tax Year, Landlord shall furnish County with a statement ("Landlord's Tax Statement") setting forth the amount of Real Property Taxes for such Tax Year and County's Percentage Share thereof. If County's Percentage Share of the actual Real Estate Taxes for such Tax Year exceeds the estimated Real Estate Taxes paid by County for such Tax Year, County shall pay to Landlord (whether or not this Lease has terminated) County's Percentage Share of the actual Real Estate Taxes within thirty (30) days after the receipt of Landlord's Tax Statement. If the total amount of estimated Real Estate Taxes paid by County for such Tax Year exceeds County's Percentage Share of the actual Real Estate Taxes for such Tax Year, such excess shall be credited against the next installment of rent due from County hereunder. At Landlord's option, or if the Lease term has expired, such excess shall be refunded to County.

5. **Effective Date; Approval.** This Second Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Second Amendment, and the Second 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 SECOND AMENDMENT TO THE LEASE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY 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 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 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.
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 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.

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

LANDLORD:

HARBOR BELMONT ASSOCIATES,
a California General Partnership

By: Philip H. Raiser

Its: Agent

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.: _____