

**SECOND AMENDMENT TO LEASE  
AGREEMENT No. 1294**

This Second Amendment to Lease Agreement ("Second Amendment"), dated for reference purposes only as of November 1, 2019, is by and between Gina Wood and Marcus Maita, successors-in-interest to Gloria Maita TR ET AL (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. 071718, Landlord and County entered into that certain Office Lease (Lease No. 1294) dated for reference purposes only as of November 15, 2011 (hereinafter, "Lease Agreement"), for approximately 2,232 square feet of rentable space (the "Premises") in the building known as 3151 Edison Way, Redwood City, California (Lease No. 1294); and

B. As authorized by the same Resolution No. 071718, Landlord and County entered into a First Amendment to Lease Agreement dated for reference purposes only as of November 1, 2014 (the "First Amendment", and together with the Lease Agreement, "Lease Agreement as Amended") to extend the Term and increase the monthly Base Rent; and

C. County and Landlord desire to further amend the Lease Agreement as Amended to extend the term for an additional three (3) years, and lease additional 2,000 square feet of multipurpose space, including a hospitality room, kitchen and storage closet.

**Agreement**

For good and valuable consideration as set forth below, the sufficiency of which is hereby acknowledged, the parties agree to amend and modify the Lease Agreement as Amended as follows:

1. **Lease Premises.** Section 2.1, Leased Premises, is hereby amended to add 2,000 square feet to the existing 2,232 square foot Lease Premises. The Lease Premises now includes a 1,650 square foot hospitality room, a 200 square foot kitchen, and a 150 square foot storage closet, in addition to the 2,232 square foot general office area, all of which are more particularly shown on the attached Exhibit A (Floor Plan), together with the non-exclusive use of the parking, lobby and common restrooms.
2. **Term.** Notwithstanding any other references to the term in the Lease Agreement as Amended, the term ("Term") is hereby extended to October 31, 2022. At any time during the term, and for any reason deemed appropriate, both Landlord and County have the right to terminate the Lease Agreement as Amended upon 6-months

written notice to the other party.

3. **Base Rent.** Commencing on November 1, 2019, the monthly Base Rent shall be Eight Thousand Four Hundred Sixty-Four Dollars (\$8,464.00), and subject to the annual adjustments identified in the Section 4.2, Adjustments in Base Rent, of the First Amendment.
4. **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 and delivered by County and Landlord. 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. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF LANDLORD AND COUNTY PURSUANT TO THIS SECOND AMENDMENT 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.
5. **Counterparts.** This Second Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
6. **No Further Amendments: Conflicts.** All the terms and conditions of the Lease Agreement as Amended remain in full force and effect except as expressly provided in this Second Amendment. The Lease Agreement as Amended constitutes the entire agreement between Landlord and County regarding the Premises and may not be modified except by an instrument in writing duly executed by the Landlord and County. In the event of any conflict between the terms of the Lease Agreement as Amended and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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

**LANDLORD:**

GINA WOOD AND MARCUS MAITA, ET AL

By: \_\_\_\_\_  
Gina Wood

By: \_\_\_\_\_  
Marcus Maita

**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.: \_\_\_\_\_

Exhibit A  
Floor Plan



Exclusive County Leased Premises