

**FIRST AMENDMENT TO LICENSE AGREEMENT
No. 1308**

This First Amendment to License Agreement ("First Amendment"), dated for reference purposes only as of 10/31, 2019 is by and between Arch Light LLC, a California Limited Liability Company ("Licensor"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Licensee").

Recitals

A. As authorized by San Mateo County Resolution No. 073302, County and Landlord entered into a License Agreement, dated for reference purposes as of September 30, 2014 ("License Agreement"), for approximately 10,000 square feet of space ("Premises") in that certain building commonly known as 1320 Marshall Street in Redwood City, California, for the use by the County as a Data Center and Radio Shop. Unless otherwise specified, capitalized terms in this First Amendment shall have the same meaning as assigned in the License Agreement.

B. Under the original provisions of the License Agreement, the term expires on November 30, 2019.

C. Landlord and County wish to amend the Lease to extend the term of the License Agreement effective December 1, 2019 in accordance with the terms of this First 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. Term.

Any reference to the Initial License Term or Term of the License Agreement notwithstanding, and subject to the Licensee's right to relinquish as set forth in Section 2 below, the term of the License Agreement is hereby extended through February 28, 2021. Licensee shall have the right to continue to occupy the Premises after February 28, 2021 on a month to month basis.

2. Relinquishment of Space

Licensee, at its sole discretion, shall have the one-time right to relinquish twelve-hundred (1200) square feet of the Data Center space of the Premises, as that term is used in the License and depicted in Exhibit A, beginning February 28, 2020 or thereafter. Licensee shall provide notice of any such relinquishment by giving Licensor not less than sixty (60) days prior written notice, which notice may be provided beginning December 28, 2019 or anytime thereafter. Any such relinquishment will result in corresponding adjustments to the Data Center License Fees then due as set forth in Section 3 herein.

3. **License Fee.**

Any reference to the License Fee of the License Agreement notwithstanding, in the event the County elects to relinquish space as provided for in Section 2 – Relinquishment of Space, the total License Fees for the Data Center and Real Estate space occupied by the County shall be Fifty Thousand Dollars (\$50,000.00) per month. If the date of relinquishment, as provided for in Section 2 herein, occurs on a day other than the first day of a calendar month, then the monthly payment of the License Fee for such fractional month shall be prorated based on a thirty (30) day month for any partial calendar month. Operating Expenses set forth in Section 10 of the "Rubicon Data Center Basic License Terms of the License Agreement shall be adjusted to reflect any relinquishment made pursuant to Sections 2 and 3.

4. **Notice.**

Paragraph 19 ("Notice") of the Basic License Terms is hereby revised to the following:

Notice to Licensors:	Arch Light LLC 204 East 2nd Ave. #133 San Mateo, CA 94401
Notice to Licensee:	Information Services Department Attn: Chief Information Officer 455 County Center, 3rd Floor Redwood City, CA 94063
With a copy to:	Real Property Services Division Attn: Real Property Manager 555 County Center, 4th Floor Redwood City, CA 94063

5. **Notice.**

Any and all reference to "Assistant County Manager" in the License Agreement shall be revised to "County Manager or his designee."

6. **Insurance.**

Section 9.1 of the License shall be deleted in its entirety and replaced with the following:

At all times during the Term, Licensors shall keep the Building insured against damage and destruction by fire, vandalism, malicious mischief, sprinkler damage and other perils customarily covered under a causes of loss-special form property insurance policy (excluding earthquake, flood and terrorism) in an amount equal to one hundred percent of the full insurance replacement value (replacement cost new, including, debris removal and demolition) thereof. Licensors shall, upon request by Licensee, provide to Licensee a certificate of insurance issued by the insurance carrier, evidencing the insurance required above. The certificate shall expressly provide that the policy is not cancelable or subject to reduction of

coverage or otherwise be subject to modification except after thirty (30) days prior written notice to Licensee. Licensor hereby waives any rights against Licensee for loss or damage to the Premises or any other part of the Building or property, to the extent covered by Licensor's property insurance.

As of the date hereof, Licensor currently maintains insurance in the following amounts: (a) commercial general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$5,000,000 excess umbrella (b) all risk insurance on a replacement cost basis, and (c) boiler/machinery insurance in the amount of \$3,000,000. Licensor reserves the right from time to time, in its absolute and sole discretion, to modify these limits as it deems necessary. In no event will the Licensor provide less coverage than what is commercially reasonable for the support of a data center in a building of a similar size and configuration in Redwood City, California or a commercially similar location.

7. Damage and Destruction.

Paragraph 35 is hereby deleted and replaced in its entirety with the following:

If the Premises, the Buildings or any Building Systems are damaged by fire or other casualty, Licensor shall repair the same without unreasonable delay (and if Licensor is then carrying insurance on the Improvements or if Licensee at its sole option makes funds available to Licensor, Licensor shall also repair the Improvements), provided that such repairs can be made under applicable laws within ninety (90) days after Licensor obtains all necessary permits for such repairs but not later than one hundred eighty (180) days after the date of such damage (the "Repair Period"). In such event, this Lease shall remain in full force and effect, except that Licensee shall be entitled to an abatement of Rent while such repairs are being made if it does not occupy the Premises during such repairs. Licensor's repairs shall not include, and the Rent shall not be abated as a result of, any damage by fire or other cause to Licensee's Personal Property or any damage caused by the negligence or willful misconduct of Licensee or its Agents or Invitees.

Within twenty (20) days after the date of such damage, Licensor shall notify Licensee whether or not, in Licensor's reasonable judgment made in good faith, such repairs can be made within the Repair Period. If such repairs cannot be made within the Repair Period, then either party hereto may, by written notice to the other given within thirty (30) days after the date of such notice, terminate this Lease as of the date specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after notice is given by Licensor. In case of termination, the Rent shall be abated if Licensee does not occupy or conduct business from the Premises. Licensor shall refund to Licensee any Rent previously paid for any period of time subsequent to such date of termination.

Notwithstanding the foregoing, in the event the Premises are damaged or destroyed and insurance proceeds are not available to fully pay for restoration of the Premises, excluding any deductible, for which Licenser shall be responsible (provided in the case of earthquake if Licenser carries earthquake insurance, Licenser will not be required to fund any deductible), Licenser may terminate this Lease by written notice to Licensee within thirty (30) days of the date Licenser receives written notice that the cost of repairs are not fully covered by insurance. Such notice from Licenser shall include reasonable written evidence of the denial of insurance coverage. If Licenser does not elect to terminate this Lease as provided above, the Lease shall remain in full force and effect, and Licenser shall repair and restore the Premises as provided above, if such repair or restoration is required.

If at any time during the last six (6) months of the Term of this Lease there is substantial damage that Licenser would be required to repair hereunder, Licenser or Licensee may, at the respective option of each, terminate this Lease as of the date such damage occurred by giving written notice to the other party of its election to do so within thirty (30) days after the date of such damage; provided, however, that neither party may terminate this Lease if it would take less than thirty (30) days from the date of the casualty to repair such damage and there are at least 6 months remaining in the lease term..

The parties intend that the provisions of this Section govern fully their rights and obligations in the event of damage or destruction, and Licenser and Licensee each hereby waives and releases any right to terminate this Lease in whole or in part under Section 1932, subdivision 2, Section 1933, subdivision 4, and Sections 1941 and 1942 of the Civil Code of California or under any similar law, statute or ordinance now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

8. **Authority**

Licenser warrants and represents it is authorized by the fee owner of the Premises to enter into this First Amendment.

9. **Effective Date; Approval**

The Parties agree and acknowledge that the revisions to the License Agreement reflected in Sections 1, 2, 3, 4, and 5 of this First Amendment shall not become effective until December 1, 2019. In addition, this First Amendment shall not become effective until the County Board of Supervisors adopts a resolution authorizing the execution of this First Amendment, and the First Amendment is duly executed by the County and the Landlord.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS FIRST AMENDMENT, LICENSOR 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 FIRST AMENDMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS FIRST AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS FIRST AMENDMENT. APPROVAL OF THIS FIRST AMENDMENT BY ANY EMPLOYEE, DEPARTMENT, COMMISSION, OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED BY THE BOARD OF SUPERVISORS, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY ABSENT ADOPTION BY THE BOARD OF SUPERVISORS.

10. **Counterparts.**

This First 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.

11. **No Further Amendments; Conflicts.**

All the terms and conditions of the License Agreement remain in full force and effect except as expressly amended herein. The License Agreement, as amended by this First Amendment, constitutes the entire agreement between Licensor and County regarding the 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 License Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

Balance of Page Intentionally Blank

Licensors and County have executed this First Amendment as of the date first written above.

LICENSOR:

ARCH LIGHT LLC,
a California Limited Liability Company

By: _____

Its: _____

COUNTY:

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

By: _____

Carole Groom
President, Board of Supervisors

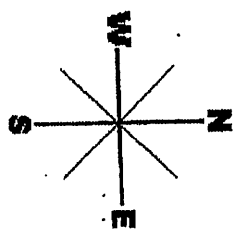
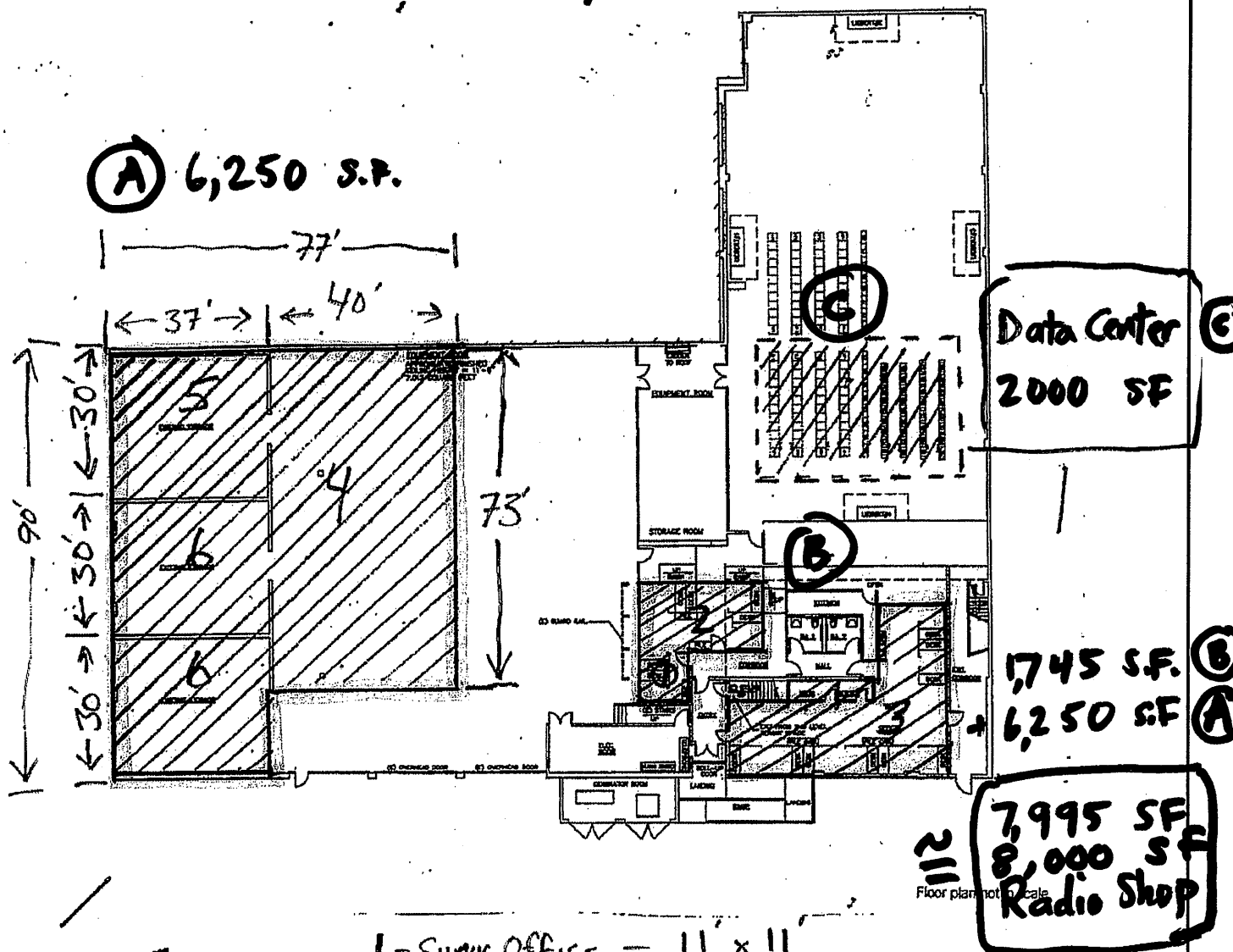
Attest:

Clerk of the Board

Resolution No.: _____

EXHIBIT A

Radio Shop = A + B → 8,000 SF
 Data Center = C → 2,000 SF
10,000 SF



- 1 - Supvr Office — 11' x 11'
- 2 - Conf/Office — 14' x 26'
- 3 - Work Area/Office — 45' x 18' + 25' x 18'
- 4 - Vehicle work Area — 40' x 73'
- 5 - Mechanical Shop — 30' x 37'
- 6 - Warehouse — 30' x 37' (2)