

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

This Second Amendment to License Agreement ("Second Amendment"), dated for reference purposes only as of \_\_\_\_\_, 2020 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 Licensor 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.

B. As authorized by San Mateo County Resolution No. 077039, County and Licensor entered into a First Amendment to License Agreement, dated for reference purposes as of December 31, 2019 ("First Amendment") to extend the term of the License Agreement from November 30, 2019 through February 28, 2021 and provide for the relinquishment of 1200 square feet of space, which relinquishment was completed.

C. Licensor and County wish to further amend the License Agreement to extend the term for an additional four months through June 30, 2021 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. **Term.**

Any reference to the Initial License Term or Term notwithstanding, the term is hereby extended through June 30, 2021. Such continued occupancy by Licensee shall be on the same terms and conditions as set forth in the License Agreement and First Amendment. Licensee shall have the right to continue to occupy the Premises after June 30, 2021 on a month to monthly basis.

2. **Authority**

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

3. **Effective Date; Approval.**

This Second Amendment shall not become effective until 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 Licensor.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECOND 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 SECOND AMENDMENT. 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 SECOND 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.

4. **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.

5. **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 Second 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 Second Amendment, the terms of this Second Amendment shall control.

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

**LICENSOR:**

ARCH LIGHT LLC,  
a California Limited Liability Company

By: 

Its: Manger

**COUNTY:**

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

By: \_\_\_\_\_  
Warren Slocum  
President, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board

Resolution No.: \_\_\_\_\_