

**SECOND AMENDMENT TO  
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT  
(Middlefield Junction Mixed-Use Development)**

This Second Amendment to Exclusive Negotiating Rights Agreement (the "**Second Amendment**") is made as of July \_\_, 2020 (the "**Second Amendment Effective Date**"), by and between **COUNTY OF SAN MATEO**, a political subdivision of the State of California ("**County**"), and **MERCY HOUSING CALIFORNIA**, a California nonprofit public benefit corporation ("**Developer**").

**RECITALS**

A. On or about March 4, 2019, County and Developer entered into an Exclusive Negotiating Rights Agreement (the "**Original ENRA**") with respect to real property located at 2700 Middlefield Road, Redwood City, California 94063 (APN 054-113-140 (the "**Property**").

B. The "Negotiating Period" under the Original ENRA has been extended on two prior occasions, as follows: (i) by administrative approval granted by County's Director of Housing, pursuant to that certain Letter Agreement re Extension to Negotiating Period, dated October 30, 2019, which extended the Negotiating Period to January 28, 2020 (the "**Administrative Extension**"), and (ii) pursuant to that certain First Amendment to Exclusive Negotiating Rights Agreement, dated January 6, 2020, which extended the Negotiating Period to July 31, 2020 (the "**First Amendment**"). The Original ENRA, as modified by the Administrative Extension and by the First Amendment, is hereinafter referred to as the "**ENRA.**" Capitalized terms used in this Second Amendment and not defined shall have the meanings set forth in the ENRA.

C. The parties now desire to amend the ENRA to further extend the Negotiating Period, to provide the parties with sufficient time to prepare and enter into an AHPDA.

NOW THEREFORE, In consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1.1 of the ENRA shall be amended to (i) extend the Negotiating Period to November 30, 2020, and (ii) authorize the Director of Housing to grant one or more additional extensions to the Negotiating Period; provided, however, that the Director of Housing may grant such extension(s) only to up to, but not later than, December 31, 2020, and only if he or she determines, in his or her reasonable discretion, that (a) Developer has proceeded diligently and in good faith to negotiate the terms of and finalize the AHPDA, (b) all material terms of the AHPDA have been fully negotiated, and (c) the period of any such extension is sufficient to finalize the AHPDA.

2. Except as amended by this Second Amendment, the ENRA shall continue unmodified and in full force and effect. Each party represents that it has the full power and authority to execute this Second Amendment and to perform its respective obligations hereunder.

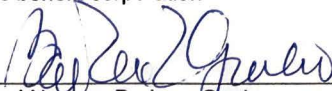
3. This Second Amendment may be executed in counterparts, each of which, when this Second Amendment has been signed by all the parties hereto, shall be deemed an original, and such counterparts shall constitute one and the same instrument.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above.

**“Developer”**

MERCY HOUSING OF CALIFORNIA, a California nonprofit public benefit corporation

By:   
Printed Name: Barbara Gualco  
Its: Vice President  
Date: 07/01/2020

**“County”**

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

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board