

THIRD LEASE AMENDMENT
Lease No. 1185

This Third Lease Amendment ("Third Amendment"), dated for reference purposes only as of August 1, 2003, is by and between HARBOR BELMONT ASSOCIATES, a California General Partnership ("Landlord"), as Lessor, and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant"), as Lessee.

Recitals

A. As authorized by San Mateo County Resolution No. 56751, Landlord and Tenant entered into a lease agreement dated December 8, 1992 for a portion of Building A (the "Building") of the Harbor Park, which portion consists of approximately 21,346 rentable square feet of office space, and is commonly known as 264 Harbor Boulevard, Belmont, California.

B. As authorized by San Mateo County Resolution No. 65195, Landlord and Tenant entered into an amendment to the Lease dated April 16, 2002 (the "First Amendment") and as further amended by County Resolution No. 65461, dated July 30, 2002 (the "Second Amendment").

C. The lease as amended sets forth the entire agreement between Landlord and Tenant (the "Lease").

D. The County desires to extend for one additional month the term of the "Temporary Premises" as defined in the Second Amendment to Lease. The Temporary Premises being a portion of Building E, comprising of approximately 23,000 rentable square feet, and commonly known as 310 Harbor Boulevard.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and County hereby agree to amend the Lease as follows:

Agreement

The following provisions are added to the lease as executed on December 8, 1992 and amended on April 16, 2002 and as further amended on August 1, 2002 (the "Lease").

1. **Term of the Third Amendment.** The term of the lease for the temporary premises in Building E, which, premises is Third Amendment shall be effective on the Effective Date as defined in Section 2 [Effective Date; Approval] hereof and the date on which this Third Amendment shall terminate is September 30, 2003 (the "Termination Date"). The "Term of the Third Amendment" shall commence on the Effective Date and terminate on the Termination Date.

2. **Counterparts.** This Lease 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.
3. **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 the First Amendment, Second Amendment and this Third Amendment constitutes the entire agreement between Landlord and County, and may not be modified except by an instrument in writing duly executed by the parties hereto

Landlord and County have executed this Third Amendment to Lease as of the date first written above.

LANDLORD:
HARBOR BELMONT ASSOCIATES

By: _____
Phillip H. Raiser, Agent of
JHR TRUST, General Partner

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

Attest:

By: _____
Rose Jacobs Gibson
President, Board of Supervisors

Clerk of the Board

Resolution No.: _____