

**THIRD AMENDMENT TO THE LEASE
BETWEEN THE CITY OF SAN MATEO AND
RISE WOOD-FIRE, LLC**

WHEREAS, the City of San Mateo (“City”), a municipal corporation of the State of California, and Rise Wood-Fire LLC (“Tenant”), a California Corporation, entered into a Lease Agreement (“Lease”) on April 17, 2019, a First Lease Amendment on September 17, 2019, and a Second Amendment on February 20, 2020, for the premises at One Transit Center Way located at the north building of the Downtown San Mateo Transit Center; and

WHEREAS, the County of San Mateo issued a public health emergency order for COVID-19 on March 16, 2020 for residents in the Bay Area to shelter-in-place in order to flatten the curve for the Coronavirus; and

WHEREAS, the County of San Mateo banned non-essential construction from March 16, 2020 until May 4, 2020; and

WHEREAS, COVID-19 has caused significant disruption to construction projects due to the mandated pause of construction between March and May and the protocols limiting the number of workers on construction sites during the public health emergency; and

WHEREAS, the City Council understand the difficulties facing the Tenant and desires to extend rent commencement period by two months to offset for the period when construction was suspended; and

WHEREAS, the City Council directed the City Manager to extend the rent commencement period for Tenant by two months at the May 4, 2020, City Council meeting during the COVID-19 update section;

NOW, THEREFORE, the parties agree as follows:

- 1) The definition of “Lease Term Commencement Date” shown in the summary of lease terms on the first page of the Lease is amended to read: “February 1, 2020.”
- 2) Section 2(C) of the Lease, “Lease Term Commencement Date,” is amended to read: “The Lease Term Commencement Date is February 1, 2020.”
- 3) Section 2(D) of the Lease, “Rent Commencement,” is amended to read as follows: “Base rent payments shall begin October 1, 2020.”
- 4) The first sentence of Section 4(D) of the Lease, “Base Rent,” is amended to read: “Tenant agrees to pay a monthly gross Base Rent (“Base Rent”) beginning on October 1, 2021.”
- 5) All other terms and conditions of the Lease, the first Lease Amendment, and the second Lease Amendment, shall remain the same.

IN WITNESS WHEREOF, CITY OF SAN MATEO and RISE WOOD-FIRE, LLC have executed this Agreement the day and year first above written.

LANDLORD
CITY OF SAN MATEO

TENANT
RISE WOOD-FIRE, LLC

By _____
Drew Corbett,
City Manager

By _____
Alireza Zahedirad,
Member

Approved as to Form:

By _____
Gabrielle Whelan
Assistant City Attorney