

**SECOND AMENDMENT TO LEASE**  
**Lease No. 1223**

This Second Lease Amendment ("Amendment"), dated for reference purposes only as of April 1, 2004 is by and between OPPORTUNITES INDUSTRIALIZATION CENTER WEST, ("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. 62418, Landlord and Tenant entered into a lease agreement dated for reference purposes as of April; 27, 1998 (the "Lease") for the premises at 1200 O'Brien Drive, Menlo Park, California, which premises consisted of approximately 777 rentable square feet of office space.

B. As authorized by San Mateo County Resolution No. 64359, Landlord and Tenant entered into the First Amendment of Lease dated April 10, 2001. The First Amendment extended the termination date to April 30, 2006, established a new rent schedule and gave either party the right to terminate the lease by giving six months notice.

C. County desires to lease from Landlord, and Landlord desires to lease to County, additional space within the Building. Such area is comprised of approximately 120 rentable square feet.

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

**Agreement**

1. **Premises.** Section 1 of the Original Lease is deleted and replaced with the following:

1. **PREMISES.** Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord, a portion of that certain building and appurtenant improvements and common area ("Premises") located at 1200 O'Brien Drive, Menlo Park, California, and shown on **Exhibit 2A**, attached hereto and incorporated by reference herein. Said Exhibit 2A replaces Exhibit A to the Original Lease (as amended). The Premises consist of approximately 897 rentable square feet.

All rent shall be payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 1200 O'Brien Drive, Menlo Park, California, 94025, or as may be changed from time to time by Landlord.

2. **Initial Rent.** Section 2 of the Original Lease is deleted and replaced with the following:

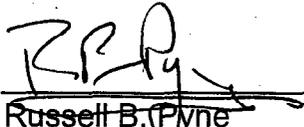
2. **INITIAL RENT.** Commencing on the Effective Date of the Second Amendment as hereinafter set forth, the Base Rent for the Premises shall be \$2,917.00 per month. The monthly rent shall be increased by four (4) percent each year thereafter on the anniversary date of the Lease. The monthly rent will be as follows:

<u>Period</u>	<u>Payment</u>
May 1, 2004 - April 30, 2005	\$3,033.96
May 1, 2005 - April 30, 2006	\$3,155.32

3. **Effective Date: Approval.** This Second Amendment shall become effective (the "Effective Date") when 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 delivered to landlord. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, LANDLORD 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 TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.
4. **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.
5. **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 this 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. In the event of any conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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

**LANDLORD:**  
OPPORTUNITIES INDUSTRIALIZATION  
CENTER WEST

By:   
Russell B. Pyne  
Chairman of the Board

By:   
Sharon Williams  
Executive Director

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

By: \_\_\_\_\_  
Mark Church  
President, Board of Supervisors

Attest:

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

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

Dated: \_\_\_\_\_

