

**SIXTH AMENDMENT TO LEASE AGREEMENT**  
**Lease No. 1173**

This Sixth Lease Amendment ("Amendment"), dated for reference purposes only as of July 1, 2006 is by and between FERRANDO and FRANCESCHINI, a 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. 53413, Landlord and Tenant entered into a lease agreement, dated for reference purposes as of December 12, 1989 (the "Lease") for approximately 8,484 square feet of clinic space and 21,451 square feet of warehouse space in that certain building commonly known as 2700 Middlefield Road in unincorporated North Fair Oaks, California.

B. The term of the Lease, as amended in the First through the Fifth Amendments and authorized by San Mateo County Resolutions No. 54894, 55215, 60104, 60308 and 64254 (the "Lease As Amended"), expires August 14, 2006.

C. Landlord and County wish to further amend the Lease to extend the term under the same terms and conditions for an additional two years, and to grant County the option to further extend the lease for an additional one-year term 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 references to the Term or Termination Date of the Lease as Amended notwithstanding, the expiration date of the Lease is hereby amended to August 14, 2008.
2. **Option To Extend Term**. Provided County is not in default and breach of this Lease, Tenant shall have the option to renew this Lease for an additional 12 months from August 15, 2008 to August 14, 2009, on the same terms and conditions, by giving notice to Landlord in writing on or before February 15, 2008.
3. **Improvements by Landlord**. Landlord, through its general contractor approved by County ("Contractor"), shall install handrails along the walkway leading from the north-side accessible parking stalls to the east-side front entrance, in order to comply with ADA (Americans with Disabilities Act) requirements (the "Improvements"). Said work shall be completed within six months from the Effective Date of this amendment at Landlord's sole cost.

Failure of Landlord to complete said work within the time frame specified above shall constitute default as described in Section 30iii. (Default by Landlord) of the Lease.

4. **Effective Date; Approval.** This Sixth Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Sixth Amendment, and the Sixth 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 SIXTH 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 SIXTH 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.

5. **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.
6. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease As Amended 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 As Amended and the terms of this Sixth Amendment, the terms of this Sixth Amendment shall control.

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

**LANDLORD:**  
FERRANDO and FRANCESCHINI,  
a partnership

By \_\_\_\_\_  
Joseph B. Ferrando

By \_\_\_\_\_  
Robert T. Franceschini, Sr.

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

Attest:

By: \_\_\_\_\_  
Jerry Hill  
President, Board of Supervisors

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

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