

FIRST AMENDMENT TO LEASE AGREEMENT
Lease No. 1240

This First Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of November 1, 2006 is by and between KN PROPERTIES/KEET NERHAN, a sole proprietor ("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. 64124, Landlord and Tenant entered into a lease agreement, dated for reference purposes as of December 1, 2000 (the "Lease") for approximately 1,000 square feet of medical/dental space in that certain building commonly known as 210 San Mateo Road, Suite 104, Half Moon Bay, California.

B. The Term of the Lease expires on November 30, 2006.

C. Landlord and County wish to amend the Lease to extend the term under the same terms and conditions for an additional six-months, 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 notwithstanding, the final expiration date of the Lease is hereby amended to May 31, 2007, with no further options to renew.
2. **Effective Date; Approval.** This First Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this First Amendment, and the First Amendment is duly executed by the County and executed by 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 FIRST 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 FIRST 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.

3. **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.
4. **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 First Amendment, the terms of this First Amendment shall control.

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

LANDLORD:

KN PROPERTIES/KEET NERHAN, a sole proprietor

By: _____
Keet Nerhan

COUNTY:

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

By: _____
Jerry Hill
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____