

**FIRST AMENDMENT TO LEASE AGREEMENT**  
**Lease No. 1279**

This First Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of April 30, 2007 is by and between SAN MATEO CREDIT UNION, a California-chartered Credit Union ("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. 68204, Landlord and Tenant entered into a lease agreement, dated for reference purposes as of August 1, 2006 (the "Lease") for approximately 17,432 square feet of office space in that certain building commonly known as 411 Middlefield Road, Redwood City, California.

B. The Term of the Lease expired on January 31, 2007, with an option to holdover on a month-to-month basis for a maximum of three months, which extended the final expiration date to April 30, 2007.

C. Landlord and County wish to amend the Lease to extend the term under the same terms and conditions for an additional four-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 expiration date of the Lease is hereby amended to May 31, 2007.
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:**  
SAN MATEO CREDIT UNION,  
a California-chartered Credit Union

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Rose Jacobs Gibson  
President, Board of Supervisors

Attest:

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

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