

SECOND AMENDMENT TO LEASE AGREEMENT
Lease No. 1213

This Second Lease Amendment ("Second Amendment"), dated for reference purposes only as of May 1, 2007 is by and between FURNERI PROPERTIES, INC., a California Corporation, ("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. 60875, Landlord and Tenant entered into a lease agreement, dated for reference purposes as of February 25, 1997 (the "Lease") for approximately 954 square feet of rentable space in that certain building commonly known as 3121 Middlefield Road, Redwood City, California.

B. As authorized by San Mateo County Resolution No. 65248, Landlord and County entered into the First Amendment to Lease Agreement dated May 14, 2002 (the "Lease As Amended"). The First Amendment increased the area to approximately 1,866 square feet of rentable space, extended the term of the lease and modified the base rent.

C. Landlord and County wish to amend the Lease to further extend the term under the same terms and conditions, 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 in the Lease As Amended notwithstanding, and subject to the County's Option to Extend as set forth below, the expiration date of the Lease As Amended is hereby extended to May 31, 2010.
2. **Option to Extend Term.** Any reference to the Option to Extend the Term of the Lease As Amended notwithstanding, at the conclusion of the current term of the Lease As Amended (May 31, 2010), County shall have the right to extend the Term for two separate additional terms of one year each (the "Extension Options"). County, at its sole discretion, may exercise the Extension Options, if at all, by giving written notice to Landlord no later than Ninety (90) days prior to the expiration of the term to be extended; provided, however, if County is in material default under the Lease as amended by this Second Amendment on the date of giving such notice and fails to cure such default within a reasonable amount of time, Landlord may reject such exercise by delivering written notice thereof to County promptly after such failure to cure.
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 the 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 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 Second 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 As Amended remain in full force and effect except as expressly amended herein. The Lease as amended by this Second Amendment constitutes the entire agreement between Landlord and County regarding the leased premises 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 Second Amendment, the terms of this Second Amendment shall control.

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

LANDLORD:
FURNERI PROPOERTIES, INC.,
a California limited partnership

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.: _____