

SECOND AMENDMENT TO LEASE AGREEMENT
Lease No. 1240

This Second Amendment to Lease Agreement ("Second Amendment"), dated for reference purposes only as of May 1, 2007 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. As authorized by San Mateo County Resolution No. 68385, Landlord and County entered into the First Amendment to Lease Agreement dated November 14, 2006 (the "Lease As Amended"). The First Amendment extended the term of the lease for an additional six (6) months while the County determined the future of the site.

C. The Term of the Lease as Amended expires on May 31, 2007.

D. The County is actively pursuing an alternative location.

E. Landlord and County wish to amend the Lease, 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 Lease As Amended is hereby converted to a month-to-month agreement.
2. **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 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 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.

3. **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.
4. **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.

Landlord and County have executed this Second 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: _____
Rose Jacobs Gibson
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____