

SECOND AMENDMENT TO LEASE AGREEMENT
Lease No. 5108

This Second Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of January 1, 2007 is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Landlord"), as Lessor, and the CITY OF EAST PALO ALTO ("City" or "Tenant"), as Lessee.

Recitals

A. As authorized by San Mateo County Resolution No. 63162, County and City entered into a lease agreement, dated for reference purposes as of November 2, 1999 (the "Lease") for approximately 7,801 square feet of office space and 6,200 square feet of fenced vehicle parking at that certain property commonly known as 2415 University Avenue, East Palo Alto, California.

B. As authorized by San Mateo County Resolution No. 65622, County and City entered into the First Amendment to Lease Agreement dated October 22, 2002 (the "Lease As Amended"). The First Amendment expanded the area of the Premises to 8,343 square feet of office space and 6,200 square feet of fenced vehicle parking, correspondingly adjusted the quarterly rental amount and amended the term to extend the expiration date to June 30, 2007.

C. The Term of the Lease expired on June 30, 2007, and the lease remains in effect under the holdover provision set forth in Section 27D (Holding Over) of the Lease As Amended.

D. Landlord and County wish to further 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 expiration date of the Lease As Amended is hereby extended to June 30, 2012.
2. **Premises**. Any references to the Premises notwithstanding, the Premises is hereby amended to 8,343 square feet of office space together with 6,200 square feet of fenced parking.
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 executed by the City.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, TENANT 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.

4. **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.
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 Amendment constitutes the entire agreement between County and City 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.

Balance of Page Intentionally Blank

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

TENANT:
CITY OF EAST PALO ALTO

By: _____

Its: _____

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

By: _____
Adrienne J. Tissier
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____