

**FOURTH AMENDMENT TO LEASE AGREEMENT
No. 1282**

This Fourth Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of March 26, 2015 is by and between VISTA MARIN, LLC, a California Limited Liability Company ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

Recitals

A. As authorized by San Mateo County Resolution No. 68699, Landlord and County entered into a lease agreement, dated for reference purposes as of May 15, 2007, for approximately 3,709 square feet of rentable space consisting of Suites 210 and 330 (the "Premises") in that certain building commonly known as 900 Veterans Blvd, Redwood City, California, for the use of the Health System.

B. The Lease was amended by Resolution No. 71911 adopted April 24, 2012 (the "Lease As Amended"). The amendment extended the Term, granted a termination right to the County and modified the base rent.

C. The Lease Agreement was amended again May 21, 2013 per Second Amendment to Lease Agreement, to extend the Lease term to April 30, 2014, increase the Base Rent and provide the County with the right to terminate the Lease upon 180 days notice.

D. Landlord and County acknowledged and agreed to a month-to-month Holdover on May 1, 2014.

E. The Lease Agreement was amended again November 18, 2014 per Third Amendment to Lease Agreement, to extend the Lease term to April 30, 2015, reduce the premises to include only Suite 330 consisting of 2,150 square feet and comprising 3.9% of the Building (Tenant's Percentage Share) and modify the base rent. Landlord and County wish to further amend the Lease to extend the Term, and provide an option to extend term, under the same terms and conditions.

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 reference to the Initial Term or Expiration Date of the Lease As Amended notwithstanding, the Expiration Date of the Lease is hereby amended to October 31, 2015.
2. **Option to Extend Term.** At the conclusion of the current term of the Lease As Amended (October 31, 2015), County shall have the right to extend the Term for an additional term of six months (the "Extension Option") at the then fair market

rent, as determined by Section 3.4 of the original lease. County, at its sole discretion, may exercise the Extension Option, 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 Fourth 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 Fourth Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Fourth Amendment, and the Fourth 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 FOURTH 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 FOURTH 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 Fourth 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 remain in full force and effect except as expressly amended herein. The Lease as amended by this Fourth 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 and the terms of this Fourth Amendment, the terms of this Fourth Amendment shall control.

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

LANDLORD:
VISTA MARIN, LLC,
a California Limited Liability Company

By: 

Its: member

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

By: _____
Carole Groom
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____