

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

This Fifth Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of September 30, 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 ("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 amendment extended the Term, granted a termination right to the County and modified the base rent.

C. The parties entered into the Second Amendment to Lease Agreement on May 21, 2013, which extended the Lease term to April 30, 2014, increased the Base Rent, and provided 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 parties entered into the Third Amendment to Lease Agreement on November 18, 2014 which extended the Lease term to April 30, 2015, reduced 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 modified the base rent.

F. The parties entered into the Fourth Amendment to Lease Agreement on April 28, 2015, which extended the Lease term to October 31, 2015 and provided an option to extend the term.

G. Landlord and County now wish to further amend the Lease to extend the Term and modify the base rent.

Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Notwithstanding any contrary reference to the Initial Term or Expiration Date of the Lease Agreement, the Expiration Date of the Lease Agreement is hereby extended to October 31, 2016.

2. **Base Rent.** Notwithstanding any contrary references to the Base Rent of the Lease, effective November 1, 2015, the Base Rent shall be \$9,675 per month, which rate shall be in effect through October 31, 2016.
3. **Effective Date; Approval.** This Fifth Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Fifth Amendment, and the Fifth 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 FIFTH 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 FIFTH 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 Fifth 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 Agreement remain in full force and effect except as expressly amended herein. The Lease as amended by this Fifth 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 Fifth Amendment, the terms of this Fifth Amendment shall control.

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Resolution No.: _____