

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE dated _____, 2005 and entered into by and between Aldo J. Nicolai, hereinafter referred to as "LANDLORD" and the County of Marin, a political subdivision of the State of California, hereinafter referred to as "TENANT", amending that certain lease entered into December 1, 1990 ("Original Lease"), and amended August 22, 1995; November 3, 1998; December 4, 2001 and June 21, 2005, for premises located at 411 Fourth Street, San Rafael, California.

RECITALS:

WHEREAS, the parties desire to execute a fifth amendment to the original lease entered into December 1, 1990 to reflect: 1) an additional space of 1300 square feet to be added to the leased premises; 2) adjust the monthly rent to reflect the additional space; 3) set forth the date of possession of additional space by TENANT; 4) add provisions for off-street parking for the Dental Program Manager.

NOW, THEREFORE, the parties agree as follows:

1. **PREMISES**: The premises are described as 411 Fourth Street, San Rafael, California, Suite "C", comprising approximately 1930 square feet; and Suite "A" comprising approximately 1300 square feet.

2. **RENT**. The monthly rent for Suite "C", herein, shall remain as set forth in the Fourth Amendment to Lease. The rent for Suite "A", herein, shall be THREE THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS (\$3,185.00) per month payable on or before the first calendar day of each month, and shall commence upon TENANT'S possession of premises, pursuant to paragraph 5 below.

3. **UTILITIES**: This Section is amended as follows: "...TENANT shall pay to LANDLORD concurrently with the payment of rent a monthly charge in the amount of TWO HUNDRED DOLLARS (\$200.00) FOR WATER..."

4. The following is added as a separate section:

 PARKING. LANDLORD will provide on and off-site automobile parking for TENANT'S Dental Program Manager. Off-site parking will be within a reasonable walking distance from premises.

5. **POSSESSION OF PREMISES**: TENANT shall take possession of the premises described herein as Suite "A" on February 1, 2006. If LANDLORD is unable to deliver possession of the premises to TENANT on February 1, 2006, the commencement date, for any reason whatsoever, this agreement shall not be void or voidable for a period of

sixty (60) days thereafter, nor shall LANDLORD be liable to TENANT for any loss or damage resulting therefrom, but the monthly rent shall abate until LANDLORD delivers possession of the premises to TENANT. If LANDLORD is unable to deliver possession of the premises to TENANT within sixty (60) days after the commencement date, this AMENDMENT TO LEASE may be terminated by TENANT by written notice to LANDLORD at any time thereafter prior to the date possession is delivered to TENANT. This section is subject to Paragraph 6, Miscellaneous Covenants, as set forth in the original lease.

6. **TENANT IMPROVEMENTS:** Suite "A": TENANT improvements will be installed by LANDLORD prior to date of possession by TENANT and will consist of the following:

- a) Add handrails to the multiple-stepped entrance.
- b) 2-inch minimum stripping of the entrance steps.
- c) Adjust door pull force to comply with California Building Standards Administrative Code, Accessibility Provisions, Section 1133B.2.5.2, Part 2, Title 24, California Code of Regulations.

The remainder of the TENANT improvements for Suite "A" will be installed by TENANT.

Except as set forth herein the lease and all amendments thereto shall remain unmodified and in full force and effect. Should there be any conflict between the terms of the lease and the terms of this Fifth Amendment, the terms of this Fifth Amendment shall control.

LANDLORD:
ALDO J. NICOLAI

TENANT:
COUNTY OF MARIN

ALDO J. NICOLAI

PRESIDENT, BOARD OF SUPERVISORS

ATTEST: _____

Approved as to form:

County Counsel