

FIRST AMENDMENT TO LEASE
WIC CLINIC, REDWOOD CITY
LEASE NO. 1210

This First Amendment To Lease ("Amendment"), dated, for reference purposes only, this _____ day of _____, 2002, between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Tenant"), and 2117 BROADWAY PARTNERS ("Landlord"), who mutually agree as follows:

WHEREAS, Landlord is the owner of that certain real property identified as 2121 Broadway, Suite 211, Redwood City, California together with the improvements thereon; and,

WHEREAS, Landlord entered into a lease with Tenant dated for reference as of August 28, 1996 for approximately 2,030 rentable square feet of building area (the "Lease"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE TO AMEND THE LEASE AS FOLLOWS:

1. Section 6 [TERM] is hereby amended to read as follows:

The term shall commence within five (5) days after Tenant has accepted the Premises as constructed in accordance with Exhibit "B". Landlord and Tenant's Assistant County Manager shall execute a letter of Agreement stating said date of commencement, which letter shall become Exhibit "B" to this lease. The term shall be for six (6) years. Tenant shall have the right to cancel this lease in the event construction of the Premises is not completed to the reasonable satisfaction of Tenant within ninety (90) days after the date of execution hereof by Tenant.

In the event the Commencement Date falls on a day other than the first day of a calendar month, said partial month, together with the first 12 full calendar months, shall be deemed to be the first year of the Term and each successive 12 full calendar months shall be the successive years of the Term unless sooner terminated pursuant to the provisions of this Lease.

County shall have the right to extend the Term of this Lease (the "Extension Options") for three separate additional terms of one year each (the "Extended Terms") from the expiration of the initial term as amended by the First Amendment, which expiration is November 30, 2002. Such Extension Options shall be on all of the terms and conditions contained in this Lease. County, at its sole discretion, may exercise the Extension Options, if at all, by giving written notice to Landlord no later than One Hundred Twenty (120) days prior to expiration of the term to be extended; provided, however, if County is in material default under this Lease 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.

This amendment shall be effective on delivery of a fully executed copy hereof to the parties.

Except as set forth in this First Amendment To Lease, all other provisions of the Lease shall remain unchanged and in full force and effect.

This First Amendment shall not be valid unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code.

LANDLORD
2117 BROADWAY PARTNERS

TENANT
COUNTY OF SAN MATEO



GARY RIEKES
GENERAL PARTNER

JERRY HILL, PRESIDENT,
BOARD OF SUPERVISORS

RESOLUTION NO. _____

ATTEST: _____
CLERK OF SAID BOARD