## FIRST LEASE AMENDMENT Lease No. 1237

This First Lease Amendment ("Amendment"), dated for reference purposes only as of January 4, 2005 is by and between JOSEPH AND JOY N. VENOSA TRUST, ("Landlord"), as Lessor, and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant"), as Lessee.

## **Recitals**

A. As authorized by San Mateo County Resolution No. 63354, Landlord and Tenant entered into a lease agreement dated for reference purposes as of January 25, 2000 for approximately 850 rentable square feet of building area at 1048 El Camino Real, Redwood City, California (the "Lease").

B. County and Landlord desire to amend the lease to extend the term of the agreement under the same terms and conditions. The current monthly rent of \$1,512.00 (\$1.78 per square foot) will increase on February 1, 2005, and annually thereafter, by an amount equal to the proportionate increase in the Consumer Price Index.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and County hereby agree to amend the Lease as follows:

## Agreement

1. <u>TERM.</u> Section 5 of the Lease is deleted in its entirety and replaced with the following:

5. **<u>TERM</u>**. The term of the Lease shall commence on January 25, 2000 and expire on January 31, 2008.

2. <u>OPTION TO EXTEND TERM.</u> Section 6 shall be deleted in its entirety and replaced with the following:

6. <u>OPTION\_TO EXTEND TERM</u>. Tenant shall have the right to renew the Lease for one (1) additional one (1) year term under the same terms and conditions by giving written notice to Landlord at least (90) ninety days prior to the expiration of the Lease.

3. <u>Effective Date; Approval.</u> This First Amendment shall become effective (the "Effective Date") when the County Board of Supervisors, adopts a resolution authorizing the execution of this First Amendment, and the First Amendment is duly executed by the County and delivered to Landlord.

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

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

## LANDLORD:

By:\_\_\_\_\_ Joseph Venosa

By:\_\_\_\_\_ Joy N. Venosa

COUNTY:

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

By: \_\_\_\_\_

\_\_\_\_\_ Mark Church President, Board of Supervisors

Resolution No.:\_\_\_\_\_

Attest:

Clerk of the Board