

FIRST LEASE AMENDMENT
Lease No. 1261

This First Lease Amendment ("Amendment"), dated for reference purposes only as of July 1, 2005 is by and between RAYMOND BARRI AND MELODI GHENO-BARRI AND GLENN AND ELIZABETH ROMIG AS TENANTS IN COMMON, ("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. 66136, Landlord and Tenant entered into a lease agreement dated for reference purposes as of July 15, 2003, for approximately 4,000 rentable square feet of building area at 1390 El Camino, San Carlos, California (the "Lease").

B. County and Landlord desire to amend the lease to extend the term through June 30, 2006 with two (2) additional one (1) year options to renew under the same terms and conditions as the original lease. The monthly rent of \$6,800 (\$1.70 per square foot) will remain the same throughout the term of the Lease and any renewals.

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. **EFFECTIVE DATE, COMMENCEMENT DATE AND EXPIRATION DATE.** Section 3.2 of the Lease is deleted in its entirety and replaced with the following:

3.2. **EFFECTIVE DATE, COMMENCEMENT DATE AND EXPIRATION DATE.** The term of the Lease shall commence July 1, 2003 and expire on June 30, 2006, provided that County shall have the right to extend the Initial Term pursuant to Section 3.3 (Extension Option), below. The word "Term" as used herein shall refer to the Initial Term and any Extended Term if County exercises the Extension Option as provided in Section 3.3.

2. **EXTENSION OPTION.** Section 3.3 of the Lease is deleted in its entirety and replaced with the following:

3.3. **EXTENSION OPTION.** Any other provision of this Lease notwithstanding, County shall have the right to extend the initial term of this Lease for two (2) additional one (1) year terms (the "Extension Options"). 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 ninety (90) days prior to expiration of the term; provided, however, if County is in material default under this Lease on the date of giving such

notice and fails to cure such default as set forth in Section 14.1, or has materially defaulted on three (3) prior occasions, Landlord may reject such exercise by delivering written notice thereof to County promptly after such failure to cure.

3. **Effective Date; Approval.** 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:

RAYMOND BARRI AND MELODI
GHENO-BARRI AND GLENN AND
ELIZABETH ROMIG AS TENANTS IN
COMMON

By: _____

ITS: _____

COUNTY:

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

By: _____

Richard Gordon
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____