

FIRST LEASE AMENDMENT
Lease No. 5299

This First Lease Amendment ("Amendment"), dated for reference purposes only as of January 25, 2005 is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, ("County" or "Landlord"), as Lessor, and SHELTER NETWORK OF SAN MATEO COUNTY ("Tenant"), as Lessee.

Recitals

A. As authorized by San Mateo County Resolution No. 66206, Landlord and Tenant entered into a lease agreement dated for reference purposes as of August 1, 2001 for approximately 11,000 rentable square feet of building area on the first floor at 1580 Maple Street, Redwood City, California ("the "Lease") at the annual base rent of \$1.00.

B. Tenant and County desire to amend the Lease to extend the term of the agreement under the same terms and conditions.

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

Agreement

1. **Section 3.1 (Lease Term)** is deleted in its entirety and replaced with the following:

3.1 **Lease Term.** The term of the Lease shall commence on July 1, 2003 ("the "Commencement Date") and expire on June 30, 2009 (the "Expiration Date"), unless sooner terminated pursuant to the provisions of this Lease.

2. The following Section 27 is hereby incorporated in the Lease:

27. **Termination.** Either party may at any time during the Term hereof terminate this Lease by giving the other party not less than 180 days written notice.

3. **Effective Date; Approval.**

This Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Amendment, and the Amendment is duly executed by the County and delivered to Tenant.

4. **Counterparts.**

This 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 shall remain in full force and effect except as expressly amended herein. The Lease as amended by this Amendment constitutes the entire agreement between County and Tenant 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 Amendment, the terms of this Amendment shall control.

6. **Authority**

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 FIRST 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 FIRST 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.

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

TENANT:
SHELTER NETWORK OF SAN MATEO COUNTY, a non-profit organization

By: *Michele Jackson*
Michele Jackson
Executive Director

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

By: _____
Richard S. Gordon
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____