## FIRST LEASE AMENDMENT Lease No. 1256

This First Lease Amendment ("Amendment"), dated for reference purposes only as of August 1, 2005, is by and between ASIYA SHRINERS, successor in interest to ISLAM TEMPLE A.A.O.N.M.S., ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

## <u>Recitals</u>

A. As authorized by San Mateo County Resolution No. 65102, the County of San Mateo and Islam Temple A.A.O.N.M.S. entered into a lease agreement dated for reference purposes as of March 1, 2002, for approximately 11,650 rentable square feet of building area at150 W. 20th Avenue, and also known as 1919 Elkhorn Court, San Mateo, California (the "Lease").

B. Subsequent to entering the Lease, Islam Temple A.A.O.N.M.S. legally changed the name of the organization of Landlord to Asiya Shriners.

C. County and Landlord desire to amend the Lease to acknowledge the change in Landlord's name, expand the area of the Premises and correspondingly adjust the monthly rent and the County's share of parking in the Building parking facilities.

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

## <u>Agreement</u>

- 1. <u>LANDLORD.</u> All references to Islam Temple A.A.O.N.M.S. as Landlord are hereby replaced with Asiya Shriners.
- 2. <u>PREMISES.</u> Section 1.6 of the Lease is deleted in its entirety and replaced with the following:
  - 1.6 Premises (Section 2.1):

A portion of the ground floor of the Building comprised of approximately 17,488 rentable square feet as indicated on Exhibit 1-A attached to the First Lease Amendment, together with non-exclusive use of the Common Areas and Parking.

Exhibits A and C are deleted in their entirety, and replaced with Exhibit 1-A as attached to this First Lease Amendment and made a part hereof by reference.

- 3. <u>PARKING</u>. Section 1.7 of the Lease is deleted in its entirety and replace with the following:
  - 1.7 Parking (Section 2.2) County shall have the non-exclusive right to use 70 parking spaces in the Building parking facilities.
- 4. <u>**RENTABLE AREA OF PREMISES.</u>** Section 1.8 of the Lease is deleted in its entirety and replaced with the following:</u>
  - 1.8 Rentable Area of Premises Approximately 17,488 rentable square (Section 2.1): feet.
- 5. <u>BASE RENT.</u> Section 1.11 of the Lease is deleted in its entirety and replaced with the following:
  - 1.11 Base Rent:

The Annual Base Rent of \$279,600 (±\$24.00 per sq. ft. per year), payable in monthly payments of \$23,300 (±\$2.00 per sq. ft. per month), as set forth in the Lease shall continue in full force and effect as adjusted, and shall continue to be subject to adjustment as set forth in Sections 1.12 and 4. In consideration of the First Lease Amendment, Tenant shall pay to Landlord, in addition to such Base Rent, the sum of \$7,880 per month (±\$1.35 per sq. ft. per month for the 5,838 square feet of additional area) (the "Amendment Base Rent"). The Amendment Base Rent shall be in effect, without adjustment, through June 30, 2007.

6. <u>PERCENTAGE SHARE.</u> Section 1.14 of the Lease is deleted in its entirety and replaced with the following:

County's Percentage Share (Section 4.3):

80% (County's proportionate share of the rentable area of the ground floor of the Building)

7. **OPTION TO EXPAND.** Sections 1.27 and 22 of the Lease are deleted in their entirety.

8. <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:

ASIYA SHRINERS, successor in interest to ISLAM TEMPLE A.A.O.N.M.S.

1 chan Bv: K ITS:

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

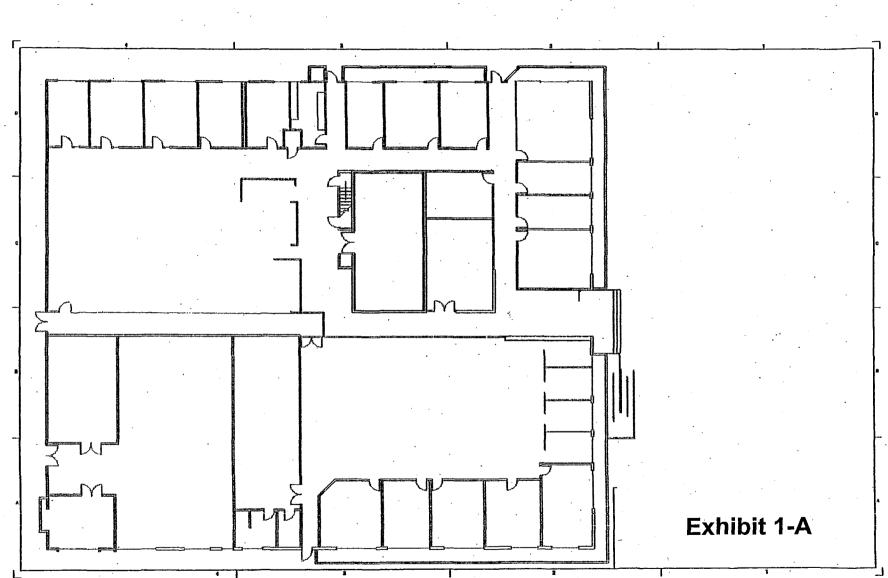
By: \_

Richard S. Gordon President, Board of Supervisors

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

Attest:

Clerk of the Board



8.4