

**FIRST AMENDMENT AGREEMENT BETWEEN
COUNTY OF SAN MATEO / HALF MOON BAY AIRPORT
AND
MAVERICKS SURF VENTURES, LLC**

This First Amendment to Agreement ("Amendment"), dated for reference purposes only as of March 14, 2007, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County"), and MAVERICKS SURF VENTURES, LLC ("Operator").

Recitals

A. As authorized by San Mateo County Resolution No. 068469, County and Operator entered into an Agreement dated January 9, 2007 (the "Agreement"), for the use of the Half Moon Bay Airport ("Airport") for spectator parking related to the Mavericks Surfing Contest ("Contest") at Half Moon Bay, California.

B. The term of the agreement expires on March 31, 2007.

C. Surf conditions may prevent the Operator from holding the Contest during the term of the agreement.

D. County and Operator wish to amend the Agreement to extend the term of the agreement for an additional three weeks.

Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Any reference to the Term, Expiration or Termination Date of the Agreement notwithstanding, the term of the agreement shall expire on April 22, 2007.
2. **Extension Option.** Section 1 (Term) of the agreement is hereby amended to include the following:
 - a. **EXTENSION OPTION.** In the event that conditions beyond Operator's control further delay the Contest, County and Operator shall have the option to renew this Agreement for one (1) additional month commencing on April 23, 2007, on the same terms and conditions. Said Option shall be at the County's sole discretion and only with advance written notice from County provided to Operator.
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 County.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, OPERATOR 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.

3. **Counterparts.** This First 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.
4. **No Further Amendments; Conflicts.** All the terms and conditions of the Agreement remain in full force and effect throughout the Term and any extension thereof except as expressly amended herein. The Agreement, as amended by this First Amendment to Agreement, constitutes the entire agreement between County and Operator regarding the use of the Airport, and may not be modified except by an instrument in writing duly executed by the parties hereto.

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

OPERATOR:
MAVERICKS SURF VENTURES, LLC.

By: _____
Doug Epstein, President
Mavericks Surf Ventures, LLC

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

Attest:

By: _____
Rose Jacobs Gibson
President, Board of Supervisors

County Manager /
Clerk of the Board of Supervisors

Resolution No.: _____