

FIRST AMENDMENT TO LEASE AGREEMENT
Lease No. 1264

This First Lease Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of October 1, 2007 is by and between JOSEPH E. AWENDER, II AND DONNA L. AWENDER, HUSBAND AND WIFE, AS JOINT TENANTS ("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. 66021, Landlord and Tenant entered into a lease agreement, dated for reference purposes as of May 28, 2003 (the "Lease") for approximately 2,489 square feet of rentable space in that certain building commonly known as 2342 El Camino Real, Redwood City, California.

B. Landlord and County wish to amend the Lease, as herein set forth.

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 references to the Term or Termination Date in the Lease As Amended notwithstanding, and subject to the County's Option to Extend as set forth below, the expiration date of the Lease As Amended is hereby extended to October 31, 2010.
2. **Option to Extend Term.** Any reference to the Option to Extend the Term of the Lease notwithstanding, at the conclusion of the current term of the Lease As Amended (October 31, 2010), County shall have the right to extend the Term for three separate additional terms of one year each (the "Extension Options"). 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 the expiration of the term to be extended; provided, however, if County is in material default under the Lease as amended by this First Amendment on the date of giving such notice and fails to cure such default within a reasonable amount of time, Landlord may reject such exercise by delivering written notice thereof to County promptly after such failure to cure.
3. **Rent.** Any references to the Base Rent of the Lease notwithstanding; effective November 1, 2007, the Base Rent shall be \$6,024 per month, which rate shall be in effect through October 31, 2008.
4. **Adjustments in Base Rent.** Beginning on November 1, 2008, and on the 1st day of November of each year of the term of this lease, including any extended term or holdover period as set forth herein, the Base Rent for the following twelve month

period shall be adjusted to equal three percent (3%) of the Base Rent for the lease year preceding such Adjustment Date, as follows:

Initial Term	Monthly Base Rent
November 1, 2007 – October 30, 2008	\$6,024.00
November 1, 2008 – October 30, 2009	\$6,204.72
November 1, 2009 – October 30, 2010	\$6,390.86
Extended Terms (If Exercised)	
November 1, 2010 – October 30, 2011	\$6,582.59
November 1, 2011 – October 30, 2012	\$6,780.07
November 1, 2012 – October 30, 2013	\$6,983.47

5. **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 the Landlord.

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.

6. **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.
7. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease remain in full force and effect except as expressly amended herein. The Lease as amended by this First Amendment constitutes the entire agreement between Landlord and County regarding the leased premises 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 First Amendment, the terms of this First Amendment shall control.

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

LANDLORD:

JOSEPH E. AWENDER, II AND DONNA L.
AWENDER, HUSBAND AND WIFE, AS
JOINT TENANTS

By: _____
Joseph E. Awender, II

Donna L. Awender

COUNTY:

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

By: _____
Rose Jacobs Gibson
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____