

First Extension to Lease
555 Northgate Drive, San Rafael

This First Extension to Lease (“**First Extension**”) is entered into and effective as of March 1, 2010 (“**Effective Date**”) by and between Marin Telecommunications Agency, Marin General Services Authority, nonprofit Joint Powers Authorities, and Local Agency Formation Commission, a California state agency (each, a “**Tenant Party**”, or together, “**Tenant**”) and MCF Property Holdings, Inc. (“**Landlord**”).

Recitals

- A. Marin Telecommunications Agency, Marin General Services Authority and Local Agency Formation Commission are tenants in the building located at 555 Northgate Drive, San Rafael, California (“**Building**”), under the lease dated March 1, 2009 (“**Lease**”) and the First Amendment to Lease dated July 1, 2009 (“**First Amendment**”) between Tenant and MCF Property Holdings, Inc, which owns the building.
- B. Accordingly, Tenant and Landlord hereby agree as follows:

Agreement

1. **Incorporation of Recitals.** The foregoing Recitals are true and by this reference are incorporated into and made a part of this Extension.
2. **Definition of Terms.** Except as separately defined in this First Extension, capitalized terms used in this First Extension shall have the meanings as defined in the Lease.
3. **Extension of Lease.** The Lease is hereby extended for a period of Two (2) years (“**Extension Term**”), to February 29, 2012.
4. **Rent.** The Base Monthly Rent payable effective March 1, 2010 shall be \$2,251.99 per month, subject to adjustment pursuant to Section 4.2 of the Lease.
5. **Complete Agreement.** Landlord and Tenant each represents and warrants that in executing this First Extension: (a) it has relied solely on the statements expressly set forth within this First Extension, and (b) it has placed no reliance whatsoever on any statement, representation, or promise of any other person or entity that is not expressly set forth within this First Extension. Except for the Lease as extended by this First Extension, this First Extension is the final written expression and the complete and exclusive statement of all agreements, conditions, promises, representations, and covenants between Landlord and Tenant with respect to the subject matter of this First Extension, and this First Extension replaces and supersedes all prior, former, or contemporaneous agreements, negotiations, understandings, representations, discussions, or warranties between Landlord and Tenant with respect to the subject matter of this First Extension.
6. Except as stated in this First Extension, the Lease, as modified by the First Amendment, is unchanged and remains in full force and effect.

This First Extension will not be effective until executed by Tenant and Landlord.

TENANT:

MARIN TELECOMMUNICATIONS AGENCY

By: Barbara Thornton

Name: Barbara Thornton

Title: Executive Officer

Date: 5/13/10

LANDLORD:

MCF PROPERTY HOLDINGS, INC.,
a California nonprofit corporation

By: _____

Thomas Peters, Ph.D.
President and Chief Executive Officer

Date: _____

MARIN GENERAL SERVICES AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

LOCAL AGENCY FORMATION COMMISSION


By:  _____

Name: PETER BANNING

Title: Executive Officer

Date: May 17, 2010

APPROVED AS TO FORM:



MTA General Counsel

LAFCO General Counsel

MGSA General Counsel