

**AMENDMENT TO AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND THE LAW FIRM OF
AKIN, GUMP, STRAUSS, HAUER & FELD, LLP**

THIS AMENDMENT TO AGREEMENT, is entered into on _____,
2002, by and between the COUNTY OF SAN MATEO (hereinafter referred to as "COUNTY"),
and the law firm of AKIN, GUMP, STRAUSS, HAUER & FELD, LLP (hereinafter referred to as
"CONTRACTOR").

W I T N E S S E T H

WHEREAS, on September 18, 2001, the COUNTY entered into an agreement with
CONTRACTOR (the "Agreement") to represent COUNTY in proceedings relating to a proposal
to expand or enlarge San Francisco International Airport ("Airport"), and in connection with
other issues regarding the City and County of San Francisco, as directed by COUNTY; and

WHEREAS, it has become necessary to amend the Agreement to increase the maximum
amount that can be paid under its terms to Five Hundred Thousand Dollars (\$500,000):

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions as
hereinafter set forth, the parties agree as follows:

1. Section 2 of the Agreement is amended to read as follows:

"2. In consideration for the providing of such legal services as herein
described, COUNTY shall pay CONTRACTOR at CONTRACTOR's schedule
of hourly rates normally charged to public jurisdictions, a copy of which is
attached hereto as Exhibit A.

"CONTRACTOR shall also be entitled to reimbursement for reasonably
incurred costs. However, COUNTY's total obligation under this agreement
shall not exceed \$500,000 unless expressly agreed to in writing between
CONTRACTOR and COUNTY. Payments will be made within 30 days of
receipt of billing by CONTRACTOR.

"At such times as hourly rates reflected in Exhibit A are adjusted by
CONTRACTOR for general application to its clients, and upon thirty (30) days
notice to COUNTY, the schedule of hourly rates in Exhibit A shall be changed

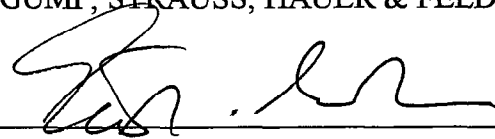
to conform with such adjustment.”

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AKIN, GUMP, STRAUSS, HAUER & FELD, LLP

BY: _____



COUNTY OF SAN MATEO

BY: _____

JERRY HILL, PRESIDENT
OF THE BOARD OF SUPERVISORS

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS

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