## SECOND AMENDMENT TO LEASE AGRICULTURAL COMMISSIONER, NORTH COUNTY BRANCH OFFICE LEASE NO. 1228

This Second Amendment To Lease ("Amendment"), dated, for reference purposes only, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2002, between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Tenant"), and FAMIAT ENTERPRISES, a partnership ("Landlord"), who mutually agree as follows:

WHEREAS, Landlord is the owner of that certain real property identified as San Mateo County Assessor's Parcel 015-113-210, together with the improvements thereon, and commonly known as 131 Terminal Court, Building A, South San Francisco, California; and,

WHEREAS, Landlord entered into a lease with Tenant dated for reference as of March 9, 1999 for approximately 431 square feet of building area (the "Lease"); and,

WHEREAS, Landlord and Tenant amended the Lease on May 2, 2000, by Resolution No. 63584; and

WHEREAS, Landlord and Tenant desire to further amend the Lease;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE TO AMEND THE LEASE AS FOLLOWS:

- 1. As of January 1, 2002 the monthly rent set forth in Section 6 [MONTHLY RENTAL] of the Lease, as previously amended, shall be \$390.00.
- 2. Section 4 [TERM] shall be extended for an additional one (1) year commencing retroactively to January 1, 2002 and expiring on December 31, 2002.

Except as set forth in this Second Amendment To Lease, all other provisions of the Lease shall remain unchanged and in full force and effect.

This Second Amendment shall not be valid unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code.

LANDLORD

FÁMIAT ENTERPRISES, A PARTNERSHIP

GOLDEN GATE PRODUCE FERMINAL

TENANT COUNTY OF SAN MATEO

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

CLERK OF SAID BOARD

RESOLUTION NO: