

SECOND AMENDMENT TO LEASE
101 Terminal Avenue, Menlo Park
LEASE NO. 1197

This Second Amendment To Lease, ("Amendment"), dated, for reference purposes only, this 27th day of August, 2002, between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Tenant"), and the CITY OF MENLO PARK, ("Landlord"), who mutually agree as follows:

WHEREAS, Landlord is the owner of that certain real property identified as San Mateo County Assessor's Parcel 055-280-020, together with the improvements thereon, and commonly known as 50, 100, 101 and 110 Terminal Avenue, Menlo Park, California; and,

WHEREAS, Landlord entered into a lease with Tenant dated for reference as of June 28, 1994 for approximately 2,161 square feet of building area for the property commonly known as 101 Terminal Avenue (the "Lease"); and

WHEREAS, Landlord and Tenant amended the Lease on August 22, 2000, by County of San Mateo Resolution No. 63889; 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. Section 5 (TERM) shall be extended for an additional five (5) years commencing retroactively to April 1, 2002 and expiring on March 31, 2007.
2. As of April 1, 2002 the rent set forth in Section 9 of the Lease, as previously amended, shall be a single payment of \$1.00 for the entire extended five year term of this Lease.
3. Section 22 (ASSIGNMENT AND SUBLETTING) is hereby amended to read as follows:

Tenant shall not assign, or encumber its interest in this Lease or in the Premises, nor shall Tenant sublet all or any portion of the Premises, without Landlord's prior written consent, which consent shall be in the absolute discretion of Landlord. Tenant shall provide Landlord with a copy of the proposed assignment or sublease agreement and sufficient information about the proposed assignee or subtenant at the time Tenant requests Landlord's approval of any assignment or sublease. Any assignment, encumbrance, or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of provisions of this Section.

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 resolution adoption in accordance with the California Government Code.

LANDLORD
CITY OF MENLO PARK


STEPHEN M. SCHMIDT, MAYOR

TENANT
COUNTY OF SAN MATEO

PRESIDENT, BOARD OF SUPERVISORS

ATTEST: 
CITY CLERK

ATTEST: _____
CLERK OF SAID BOARD