

**SECOND AMENDMENT OF LEASE AGREEMENT  
CITY OF DALY CITY  
COUNTY OF SAN MATEO  
LEASE NO. 1217**

This Second Amendment dated for reference purposes only, this \_\_\_ day of July, 2003, between COUNTY OF SAN MATEO, a political subdivision of the State of California ("Tenant"), and CITY OF DALY CITY ("Landlord"), who mutually agree as follows:


1. Recitals. This Agreement is made with reference to the following terms and objectives:
  - (a) Landlord and Tenant entered into a written lease dated January 12, 1998, and a first amendment thereto on April 18, 2000, in which Landlord leased to Tenant, and Tenant leased from Landlord, premises located in a City of Daly City building identified as #350-90<sup>th</sup> Street, Daly City, County of San Mateo, California containing 8,139 square feet of office space, together with common lobby space.
  - (b) The term of the Amended Lease expires on August 31, 2008.
2. The Lease is further amended as follows:
  - (a) Section 3, PREMISES shall be amended to add 173 square feet of office space located on the first floor of the premises, hereafter "Second Additional Area." The Second Additional Area is identified as spaces "E" and "F" as shown on Exhibit "A" attached hereto and incorporated herein. The parties understand that the Second Additional Area identified in this paragraph is for the exclusive use of the Tenant, and that the surrounding area including corridors, lobby, reception and restrooms, is shared in a reasonable manner with the Landlord.
  - (b) Section 9, MONTHLY RENTAL shall be amended to add rental payments for the Second Additional Area. The monthly rental to be paid by Tenant for the Second Additional Area shall be calculated by multiplying the additional

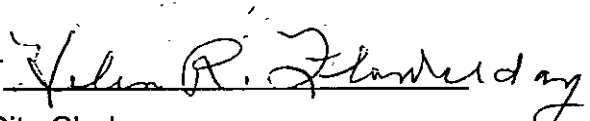
173 square feet as identified in (a) above by the same unit price (square foot) as provided in Section 9 of the Amended Lease, and adjusted yearly in accordance with Section #10 of the Lease. Payment for 67 square feet of the Second Additional Area shall be retroactive to May 1, 2003, which is the date tenant first occupied that portion of the Second Additional Area known as Cube F. Payment of the full amount of additional monthly rent for the Second Additional Area will commence effective July 1, 2003, when the County occupies Office E.

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

**"LANDLORD"**

CITY OF DALY CITY

By   
Mayor

ATTEST   
City Clerk

DATED July 14, 2003

**"TENANT"**

COUNTY OF SAN MATEO

By \_\_\_\_\_  
President, Board of Supervisors

ATTEST \_\_\_\_\_  
Clerk of Said Board

DATED \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_