

SECOND AMENDMENT TO LEASE AGREEMENT
Lease No. 1256

This Second Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of July 2, 2007 is by and between ASIYA SHRINERS, successor in interest to ISLAM TEMPLE A.A.O.N.M.S. ("Landlord"), as Lessor, and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant"), as Lessee.

Recitals

A. As authorized by San Mateo County Resolution No. 65102, Islam Temple A.A.O.N.M.S. and County entered into a lease agreement, dated for reference purposes as of March 1, 2002 (the "Lease") for approximately 11,650 square feet of office space in that certain building commonly known as 150 W. 20th Avenue, and also known as 1919 Elkhorn Court, San Mateo, California.

B. Subsequent to entering into the Lease, Islam Temple A.A.O.N.M.S. legally changed the name of the organization of Landlord to Asiya Shriners.

C. As authorized by San Mateo County Resolution No. 67458, Landlord and County entered into the First Amendment to Lease Agreement dated July 26, 2005 (the "Lease As Amended"). The First Amendment acknowledged the change in Landlord's name, expanded the area of the Premises and correspondingly adjusted the monthly rent and the County's share of parking in the Building parking facilities.

D. The Term of the Lease expired on June 30, 2007, and the lease remains in effect under the holdover provision set forth in Section 23.12 (Holding Over) of the Lease As Amended.

E. Landlord and County wish to further amend the Lease, as herein set forth.

Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Any references to the Term or Termination Date of the Lease As Amended notwithstanding, the expiration date of the Lease As Amended is hereby extended to October 31, 2007.
2. **Holding Over.** Any references to Holding Over notwithstanding, County may holdover on a month-to-month tenancy on the same terms and conditions set forth in this Lease As Amended. Should County elect to hold over in possession of the Premises after the expiration of the Term, County shall continue as a month-to-

month tenant until the tenancy shall be terminated by Landlord giving County or County giving Landlord at least thirty (30) days' prior written notice of termination.

3. **Effective Date; Approval.** This Second Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Second Amendment, and the Second Amendment is duly executed by the County and executed by Landlord.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

4. **Counterparts.** This Lease Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
5. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease As Amended remain in full force and effect except as expressly amended herein. The Lease as amended by this Amendment constitutes the entire agreement between Landlord and County and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Lease As Amended and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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Landlord and County have executed this Second Lease Amendment as of the date first written above.

LANDLORD:

ASIYA SHRINERS, successor in interest
to ISLAM TEMPLE A.A.O.N.M.S.

By: _____

Its: _____

COUNTY:

COUNTY OF SAN MATEO,
a political subdivision of the State of
California

By: _____

Rose Jacobs Gibson
President, Board of Supervisors

Attest:

Resolution No.: _____

Clerk of the Board