

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Lease Amendment ("Second Amendment"), dated for reference purposes only as of October 1, 2007 is by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO as Lessor ("Housing Authority" or "Landlord"), and Yahia Shehadeh and Sabah Echkantana as Lessee ("Tenant").

Recitals

A. Landlord and Tenant entered into a lease agreement, dated for reference purposes as of June 1, 2000 (the "Lease") for approximately 1,347 square feet of rentable space in that certain building commonly known as 7622 El Camino Real, Colma, California.

B. Subsequent to June 1, 2000, Landlord and Tenant amended the Lease.

C. Landlord and Tenant wish to further amend the Lease in order to extend the term, increase the rent, and amend Section 4.3 "Tenant Operations", but otherwise restore the Lease to its original terms and conditions.

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 in the Lease notwithstanding, the expiration date of the Lease is hereby extended to September 30, 2009.
2. **Rent.** Any references to the Base Rent of the Lease notwithstanding; effective October 1, 2007, the Base Rent shall be \$2,159.00 per month, which rate shall be in effect through September 30, 2009. In addition, a \$250.00 per month Concession Fee shall apply for the additional use permitted under Section 4.3 as amended in this Second Amendment. The total monthly Rent and Concession Fee shall be \$2,409.00.
3. **Section 4.03 – Tenant Operations.** This Second Amendment shall add the additional permitted use of the subject property as an office space for another business owned and operated by the Tenants contingent upon the receipt of proper business permits.
4. **Effective Date; Approval.** This Second Amendment shall become effective (the "Effective Date") when the Housing Authority Board of Commissioners adopts a resolution authorizing the execution of this Second Amendment, and the Second Amendment is duly executed by the Housing Authority and the Tenant.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF HOUSING AUTHORITY HAS AUTHORITY TO

COMMIT HERETO UNLESS AND UNTIL THE HOUSING AUTHORITY BOARD OF COMMISSIONERS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF HOUSING AUTHORITY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF COMMISSIONERS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON THE HOUSING AUTHORITY.

5. **Counterparts.** This Second 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.

6. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease shall be and remain in full force and effect except as expressly amended herein. The Lease as amended by this Second Amendment constitutes the entire agreement between Landlord and Lessee regarding the leased premises 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 and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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

TENANT:

By: 

By: 

Subscribed 9-7-07

HOUSING AUTHORITY OF THE
COUNTY OF SAN MATEO

By: _____

Rose Jacobs Gibson
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____