SECOND AMENDMENT TO LEASE CONCESSION AGREEMENT
WUNDERLICH PARK STABLE

Lease Concession Agreement No. 5011

      This Second Amendment To Lease Concession Agreement ("Second Amendment"), dated for reference purposes only this _____ day of _____, 2008 is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Landlord"), and John M. Bragg, an unmarried man ("Tenant"), who mutually agree as follows:

<u>Recitals</u>

A.   WHEREAS, the Landlord and PATRICIA HOLMES, dba Heather Hill Farm, as authorized by Resolution No. 56971 of the Board of Supervisors of the County of San Mateo, entered Lease Concession Agreement No. 5011 dated March 16, 1993 as amended by First Amendment to Lease Concession Agreement dated January 28, 2003 as approved by Resolution No. 65784, for the use of certain real property owned by the Landlord in Wunderlich Park in the County of San Mateo, California for the exclusive purpose of operating a commercial horse stable concession (the "Existing Agreement"); and

B.   WHEREAS, on or about June 26, 2006, PATRICIA HOLMES assigned the Existing Agreement to Tenant, and the Landlord, on July 18, 2006, by Resolution No. 68145, consented to said assignment.

C.   WHEREAS, pursuant to the terms of the Existing Agreement, Tenant's occupancy of the Premises after April 30, 2004 has been a periodic tenancy, subject to termination on one hundred twenty (120) days written notice;

D.   WHEREAS, Landlord and Tenant wish to amend the Existing Agreement, as herein set forth.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree that the Existing Agreement is hereby amended as follows:

1.   Section 4 (TERM) is deleted in its entirety, and replaced with the following:

4. TERM: Subject to the right to terminate as set forth in Section 5, effective as of February 1, 2008, the term of this Lease shall be for three years (i.e., ending as of January 31, 2011) (the "Initial Term"). Tenant shall have the option, in its sole discretion, to extend the Initial Term of this Lease for two additional one-year periods ("Extension Options"). Tenant, shall exercise an Extension Option by giving written

notice thereof to Landlord no later than one hundred and twenty (120) days prior to expiration of the term to be extended.

2.   Section 3 (PREMISES) is deleted in its entirety and replaced with the following:

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain real property described as 12 stalls in the Main Folger's Stable, the Small Portable Stable, the Old Blacksmith Shop and Stalls, the existing Outside Paddocks and the property upon which Tenant's Mobile Home is situated, identified in Exhibit "A2" (the "Premises"). The Premises are located within Wunderlich Park, a Park owned and operated by Landlord which consists of approximately 942 acres in the Town of Woodside, (the "Park").Tenant hereby acknowledges and agrees to accommodate all repair and improvement projects within the Park, inclusive of the renovation of the Folger's Estate Stables. Tenant shall have the exclusive right to use of the Premises; provided, however, that during the renovation of the Folger's Estate Stables, Tenant's shall not have use of the 12 stalls in the Main Folger's Stable and Small Portable Stable. Tenant shall have the non-exclusive right to use, together with certain non-profits, tenants or operators in the Park, the common areas within the Main Folger's Stable, inclusive of the hallways and restroom (the "Common Areas"). Tenant shall have non-exclusive use of the public areas of the Park.

3.   Exhibit A is deleted in its entirety and replaced with Exhibit A2 attached hereto

4.   Section 6 (MONTHLY RENTAL) Any references to the monthly rent and address for payment notwithstanding, as of the Effective Date, the monthly rent shall be $1,100, and said rent shall be paid to Landlord as follows: c/o Parks Director, County of San Mateo, Department of Parks, 455 County Center, 4th Floor, Redwood City, CA 94063 or to such other person or at such other place as Landlord may from time to time designate in writing.

5.   Section 9 (USE) shall be amended as follows:

By replacing Subsection L in its entirety as follows;

L.   The Premises are for use as a horse stable; no other animals shall be kept or permitted under the use as set forth herein;

And by inserting the following Subsections immediately following Subsection 9. M;

N. Horses shall not be allowed in the stable during the restoration of the stable building.

O. Tenant shall work with and reasonably accommodate non-profit entities operating programs and conducting tours on and about the Premises.

P. Tenant shall comply with standard commercial horse stable fire protection requirements.

Q. The Premises are within the Folger Estate Stable Historic District, listed on the

National Register of Historic Places in April of 2004. The protected structures within the Historic District include the main stable building, the upper barn, the carriage house, the cold house and the stone walls throughout the Premises. Tenant shall comply with all applicable rules and regulations and protected structure restrictions impacting the Premises.

R. SAN MATEO COUNTY NO SMOKING ORDINANCE. Tenant is aware that on February 13, 2007, the County of San Mateo modified its Ordinance Code, adopting Section 4.96.040, which prohibits smoking within any area, including public parking areas, of county owned, operated or maintained beaches, parks and trails. Tenant understands that said Ordinance authorizes Landlord to enforce the provisions contained therein and Tenant agrees to enforce the provisions of said ordinance on the Premises.

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

TENANT:

JOHN M. BRAGG,
an unmarried man

By: _____
    John M. Bragg

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

By: _____
    President, Board of Supervisors

Attest:

_____
Clerk of the Board

Resolution No.:_____