

## AMENDMENT TO LEASE

This Amendment to Lease Agreement is entered into on \_\_\_\_\_, 2019, between HYDE CHILDREN FAMILY PARTNERSHIP II, a California limited partnership; DAVID G. HYDE, as Trustee for the David G. Hyde Trust (Dated November 6, 2009); and SHELLEY HYDE, an individual; collectively referred to as "LESSOR"; and the COUNTY OF TULARE, referred to as "LESSEE", who agree as follows:

- A. The Parties have heretofore entered into Tulare County Agreement No. 27544 on March 15, 2016, pertaining to the lease of real property at 3500 W. Mineral King, Suite A, in the City of Visalia, County of Tulare, State of California.
- B. The Parties desire to update the square footage, square footage cost, add secured parking, new bathroom and update associated exhibits.

**ACCORDINGLY IT IS AGREED** as follows:

- 1. Paragraph 1 of Tulare County Lease Agreement 27544 is amended to read in full as follows: **LEASE.** LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property located at 3500 West Mineral King Avenue, Suite A, County of Tulare, State of California, consisting of approximately 8,899 square feet of office space (the "Premises"), together with the non-exclusive use of not less than 4 unreserved parking stalls per 1,000 sq. ft. of building leased. Along with the unreserved parking, LESSEE has dedicated secured parking space on the North side of the building as reflected in Exhibit A. A floor plan is attached hereto as Exhibit A and incorporated by this reference.
- 2. Paragraph 2 of Tulare County Lease Agreement 27544 is amended, to read in full, as follows: **RENT.** Commencing upon completion of the work described in Exhibits B, and upon review and acceptance by LESSEE of the work completed,

LESSEE shall pay to LESSOR monthly rent, without deduction, set off, prior notice, or demand of FIFTEEN THOUSAND FIVE HUNDRED AND TWENTY-NINE DOLLARS AND TWELVE CENTS (\$15,529.12) payable in advance on the first day of each month and continuing during the term. Rent shall be prorated for any partial month at the rate of 1/30<sup>th</sup> of the monthly rent per day. The rent shall be adjusted annually on every anniversary date following the first full year of the term by a flat two percent (2%), including any holdover periods.

3. Paragraph 36 of Tulare County Lease Agreement 27544 is added, to read in full, as follows: **COMPLETION OF WORK:** LESSOR will cause the Work delineated in Exhibit B to be completed within 60 days after approval of this Amendment to Lease Agreement by the Board of Supervisors, plus such extension of time, if any, agreed to by the parties.
4. Paragraph 37 of Tulare County Lease Agreement 27544 is added, to read in full, as follows: **REIMBURSEMENT OF TENANT IMPROVEMENT COST UPON EARLY TERMINATION:** LESSOR and LESSEE acknowledge the expense of the required tenant improvements, excluding any deferred maintenance, will be paid by LESSOR through payment of the monthly rent shown in Section 3 above. In the event the lease is terminated based on Section 22 (Reduction of Lessee's Funding), LESSEE shall reimburse LESSOR, a one-time lump sum payment, at a cost of fifteen and one-half cents (\$0.155) per rentable square foot of the portion of the Premises occupied by LESSEE multiplied by the total number of full months remaining in the original seven (7) year lease term which shall be paid to LESSOR within thirty (30) days of LESSEE vacating the premises.
5. Paragraph 38 of Tulare County Lease Agreement 27544 is added, to read in full, as follows: **ESTOPPEL CERTIFICATE:** If requested by the LESSOR, the

LESSEE within 14 days will sign and return to LESSOR an estoppel certificate created by the LESSEE that states the condition of the Lease.

6. Paragraph 39 of Tulare County Lease Agreement 27544 is added, to read in full, as follows: **RULES AND REGULATIONS.** LESSEE is granted the right at all times during the lease term to the nonexclusive use of common corridors and hallway, restrooms, parking areas and other public or common areas located in the Hyde Park. LESSOR has the sole discretion to determine the manner in which those public and common areas are maintained and operated, as long as it is objectionably reasonable and does not frustrate the purpose of this agreement. The use of those areas shall be subject to the Rules and Regulations as reflected in Exhibit F. LESSEE shall comply with the rules attached hereto as Exhibit F. Any amendments or additions promulgated by LESSOR from time to time for the safety, care, and cleanliness of the Premises, Building and real property of Hyde Park, or for the preservation of good order, shall be agreed upon through separate written amendment between LESSOR and LESSEE.

7. Except as amended, all other terms and conditions of the agreement shall remain in full force and effect.

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Tulare County Agreement No. \_\_\_\_\_

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below:

**LESSOR**

HYDE CHILDREN FAMILY PARTNERSHIP II  
A Limited Partnership

Date: 11-27-18

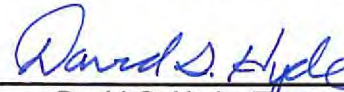
By:   
Richard E. Hyde III  
General Partner

Date: 11-27-2018

By:   
Ryan Bailey  
General Partner

DAVID G. HYDE, as Trustee for the David G. Hyde  
Trust (Dated November 6, 2009)

Date: 11/16/18

By:   
David G. Hyde, Trustee

SHELLEY HYDE

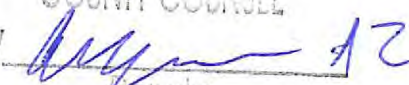
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Shelley Hyde, an Individual

**LESSEE**

COUNTY OF TULARE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

APPROVED AS TO FORM:  
COUNTY COUNSEL  
By:  AC  
Esquity

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below:

**LESSOR**

HYDE CHILDREN FAMILY PARTNERSHIP II  
A Limited Partnership

Date: 11-27-18

By:   
Richard E. Hyde III  
General Partner

Date: 11-27-2018

By:   
Ryan Bailey  
General Partner

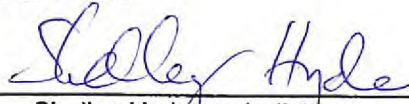
DAVID G. HYDE, as Trustee for the David G. Hyde  
Trust (Dated November 6, 2009)

Date: 11/16/18

By:   
David G. Hyde, Trustee

SHELLEY HYDE

Date: 11/30/2018

By:   
Shelley Hyde, an Individual

**LESSEE**

COUNTY OF TULARE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

APPROVED AS TO FORM:  
COUNTY COUNSEL  
By:   
Deputy

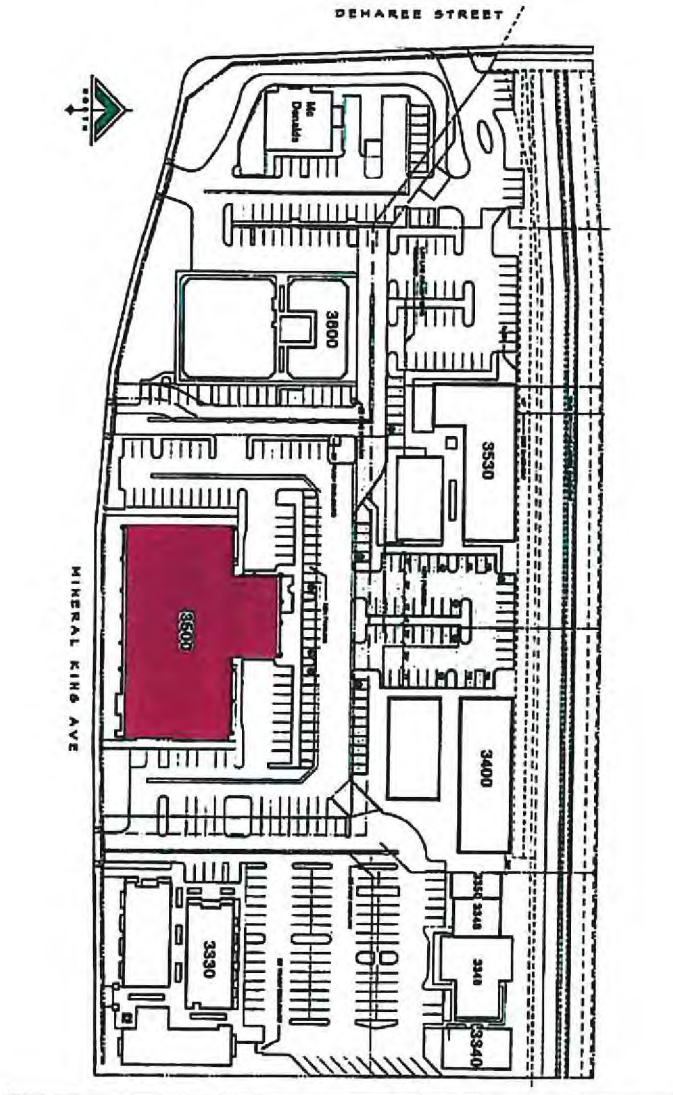
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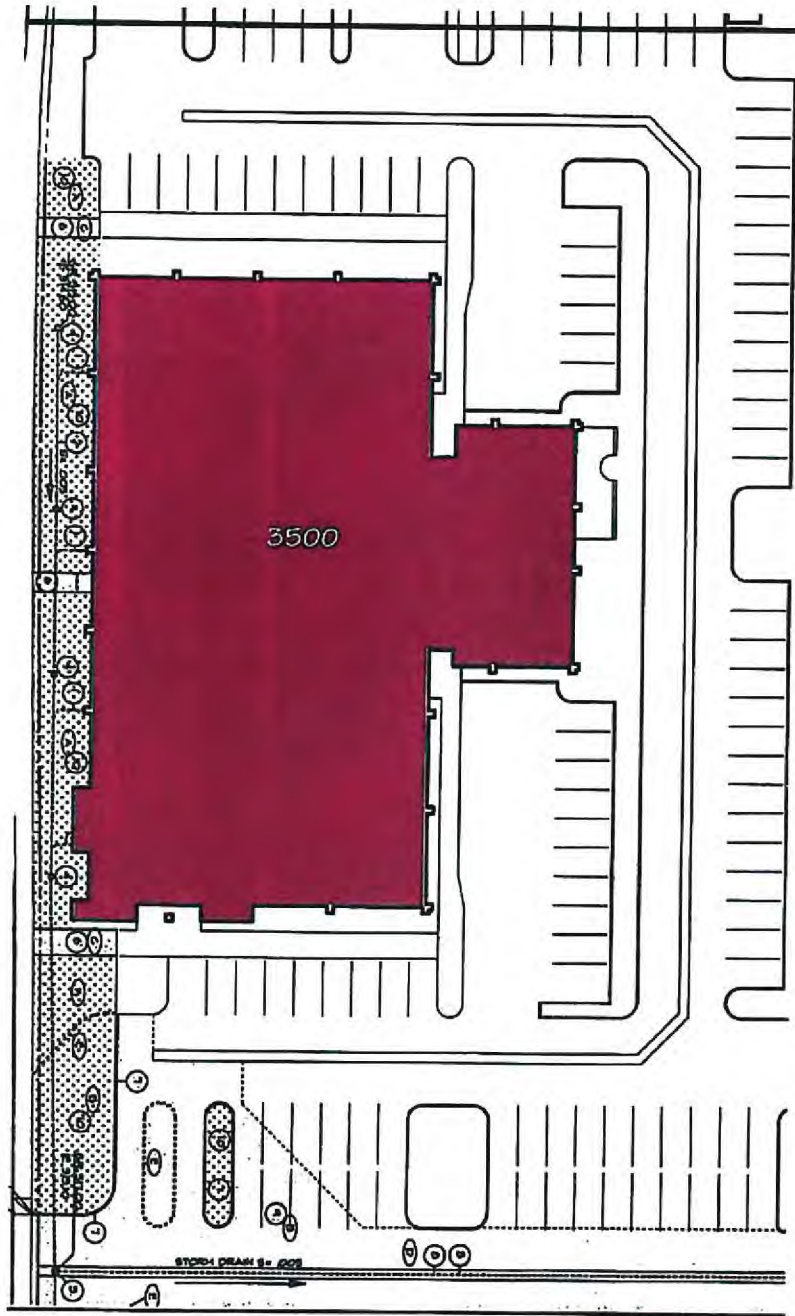
**EXHIBIT A**

**Hyde Park Office Complex - Site Plan**



**EXHIBIT A**

**Hyde Park | 3500 Building Site Plan**

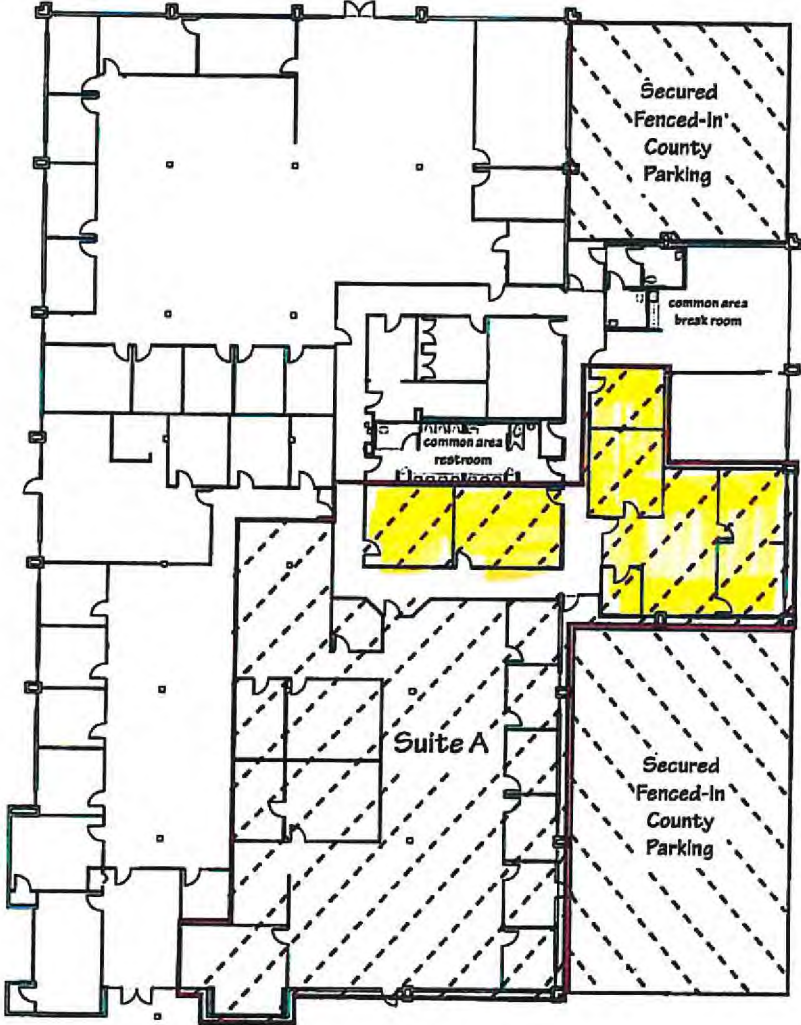




**EXHIBIT A**

**Floor Plan**

**3500 W. Mineral King Ave, Suite A, Visalia, CA**



## **EXHIBIT B**

### **3500 W. Mineral King Ave, Suite A, Visalia, CA**

LESSOR to complete the following work at LESSOR's sole cost and expense:

1. Install carpet: Patcraft-Intrinsic #Z6474-00765 Rock Scissors Paper, 24" x 24" modular carpet tiles and 4" rubber base to be Burke Flooring #317 Greige (see attached).
2. New Paint: Wall Paint to be Frazee-CL2832W Chopstick (see attached).  
Trim Paint to be Frazee-CL2883 Mexican Tea (see attached).
3. Conduit and Fiber connecting the "Creekside Building" (3346, 3348 and 3350 W. Mineral King) and 3500 W. Mineral King (Suites A, B, and C) Building to be completed within sixty (60) days of the following agreements being fully executed between Lessor and Lessee: 3346, 3348, 3350 W. Mineral King Ave and 3500 W. Mineral King, Suites, A, B and C.
4. At Lessor's cost, Lessor to complete the upgrades to the "common area restrooms", including painting and tile to common area walkways, and "new restrooms to be constructed" per the plans approved by the City of Visalia, as identified on Permit No. B170037. Construction shall commence within sixty (60) days of the following agreements being fully executed: Suites A, B, and C located at 3500 W. Mineral King.





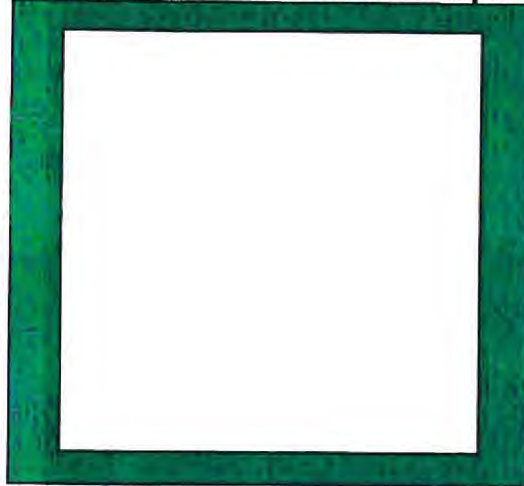




**TULARE COUNTY: PAINT & CARPET REQUIREMENTS**  
*(as of March 2016)*

**PAINT**

**WALL PAINT: Frazee-CL2832W Chopstick**



**TRIM PAINT: Frazee- CL2883D Mexican Tea**



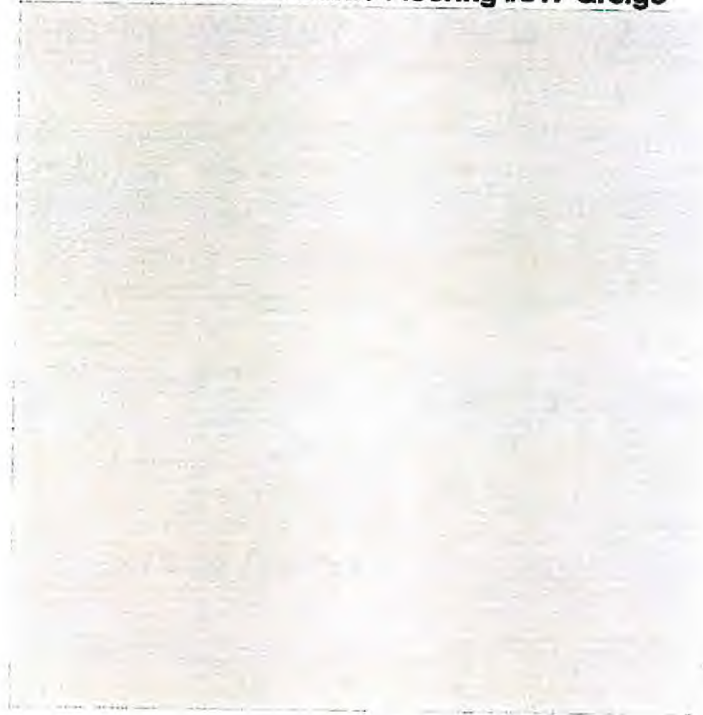


## CARPET

**CARPET: Patcraft-Intrinsic #Z6474-00765 Rock Scissors Paper  
(24" X 24" Carpet Tiles)**



**RUBBER BASE: Burke Flooring #317 Greige**



**317 GREIGE**

## EXHIBIT F

### Rules and Regulations

#### Article 1 | Priority Rules and Regulations

1. Keys & Door Locks – Protocol During Lease Term.

Upon Lease Commencement, Landlord shall furnish Tenant with two (2) keys for the Premises. Any additional keys (copies only) required by Tenant can be made at Tenant's expense. All keys shall be surrendered to Landlord upon lease expiration or termination of tenancy.

At any time during the Lease Term, Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises until Landlord's approval has first been obtained. If an existing tenant wants to change the lock to the entry door of the Premises (i.e. firing of a disgruntled employee, etc.), then the tenant shall notify the Landlord before any locksmith work is performed. The Tenant can only use the Landlord's designated locksmith as a vendor since the new lock and key must be synced with the Landlord's existing master key. Upon completion of work Tenant shall also provide Landlord with two (2) copies of the new suite key. All re-keying, copies of keys and any other lock work shall be borne at Tenant's expense.

2. Allowed Signage – Installation and Removal Protocol.

Tenant shall be allowed to install company's name and logo at the following locations: (a) Hyde Park Monument Directory, (b) Building Directory, and (c) on the plate glass window next to the entry door of the Premises, herein collectively, referred as "Allowed Signage".

All Allowed Signage shall conform to the standardized color, size, style, and material designated by Landlord and will be installed by Landlord's approved sign vendor.

3. Disallowed Signs, Advertisement and Notices.

Tenant shall not place anything or allow anything to be placed on the interior or exterior of any plate glass window, door, partition or wall, which may appear unsightly from outside of the Premises.

Material visible from outside the Building will not be permitted. No sign, advertisement or notice, other than the Allowed Signage described above, shall be displayed, painted or affixed by Tenant, its agents, servants or employees, in or on any part of the outside or inside of the Premises or Building. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.



4. Landlord's Approved Standard Window Covering.

If Tenant desires to install a window covering then Tenant shall notify the Landlord prior to installation. Upon notification, Landlord shall provide the Tenant of Landlord's Approved Standard Window Covering (i.e. brand, make, and model), which has been standardized for the entire office complex. The installation shall be borne at Tenant's sole cost and expense and Tenant shall hire Landlord's vendor or a third party vendor approved by Landlord. The window covering shall be installed on the office side of the plate glass and nothing shall be installed on the exterior of the plate glass.

Other than Landlord's Approved Standard Window Covering, no other curtains, draperies, blinds, shutters, shades, screens, or any other coverings, hangings, or decorations shall be attached to, hung, or placed in, or used in connection with any exterior window of the Premises.

5. Janitorial and Common Area Trash Enclosures.

Tenant, or the employees, agents, vendors, servants, visitors or licensees of Tenant, shall not, at any time place, leave or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises or in the corridors, passageways, or common areas of the Building.

All trash refuse shall be hand carried to the common area trash enclosures. Tenant shall not leave trash bags outside of the Premises or drag trash bags to the common area trash enclosures. The expense of any stains or clean up to the common area flooring, sidewalks or parking lot resulting from the violation of this rule shall be borne by the Tenant who, or whose employees, invitees or third-party janitorial service providers, shall have caused it.

The common area trash enclosures are not to be filled above grade level. Upon finishing, Tenant shall close the trash enclosure lids and lock the trash enclosure gates. The common area trash enclosures are to be used for business purposes only and are not to be used for private use.

6. Telecommunication/Internet Services and Equipment.

Tenant shall notify Landlord of any telecommunication/internet services and/or equipment to be installed in the Building's Main Point Of Entry (MPOE) utility room. Landlord will direct Tenant's telecommunication technician and/or electrician as to where and how all telecommunication/internet equipment and wires will be affixed to the utility room and how all wires from the MPOE utility room will be introduced into the Premises. No boring or cutting for wires will be allowed without the consent of the Landlord. All telecommunication/internet costs are borne at Tenant's expense. Upon lease expiration or Tenant vacating the Premises, Tenant shall remove all telecommunication/internet equipment from the MPOE utility room.

7. Roof Access.

No Tenant, employee or invitee of Tenant shall go upon the roof of the Building. If any satellite dish or telecommunications equipment needs to be installed on the roof, then the Tenant shall first give notice to Landlord of its intent to install such equipment including the size, dimension and weight of such equipment, of which the Landlord shall have the right to approve or disapprove such equipment prior to installation. The Landlord's concern about installing such items is one pertaining to the visual effect of such equipment exceeding the Building's parapet and the weight of the equipment bearing on the roof structure. The Landlord's approval will not be unreasonably withheld.

If Tenant obtains Landlord's approval, then the installation (and removal) shall be borne at Tenant's sole cost and expense and Tenant shall hire Landlord's vendor or a third party vendor approved by Landlord. If any roof penetrations are required then Tenant shall only use Landlord's approved roof vendor.

8. Contractors and Installation Technicians.

All tenants will refer all contractors' representatives and installation technicians who are to perform any work within the Premises or Building to Landlord for Landlord's supervision, approval and control before the performance of such work. This provision shall apply to all work performed on the Premises and Building including, but not limited to, installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, internet/telecommunication equipment and any other physical portion of the Building. Tenant shall not mark, paint, drill into, or in any way deface any part of the Building or the Premises. No boring, cutting or string of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.

9. Common Area Gates – Open and Close Procedures.

Regular Hours: On regular business days, the Landlord will have the common area gates to each Building in the office complex open by 6 AM and locked by 6 PM, Monday thru Friday.

All common area gates shall be kept locked during the After Hours and Off Days which are as follows:

a) After Hours: On a regular business days, the Tenant is responsible for locking the common area gates from 6 PM to 6 AM of the following day.

b) Off Days: On Saturday, Sundays and national holidays, the Tenant is responsible for locking the common area gates upon leaving the Premises.

10. Suite Restrooms and Common Area Restrooms.

The toilets, urinals, sinks, plumbing and any other restroom fixture shall not be used for any purpose other than that for which they were constructed, and no foreign substance (i.e. feminine products) of any kind whatsoever shall be thrown therein. Feminine products are considered a foreign substance and shall not be flushed down the toilets. All feminine products shall be properly discarded in the designated sanitary or trashcan



receptacles. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

Doors to the common area restrooms shall be equipped with locks and automatic closing devices. Tenant shall not disable any automatic door closing device or lock and shall immediately notify Landlord of any malfunction of either and shall promptly notify Landlord of any other problem with the common area restrooms.

## **Article 2 | General Rules and Regulations**

1. Tenant shall have the right to install in or upon the Premises any and all equipment related to Tenant's normal use of the Premises, provided however, that Tenant shall not deface the Premises or any part thereof.
2. Prior to the installation of any computers or other equipment exceeding 300 pounds in weight, the Tenant shall give notice of its intent to install such equipment including the size and dimension of such equipment and weight, and the Landlord shall have the right to disapprove the installation of such equipment items prior to installation. The Landlord's concern about installing such items is one pertaining to the effect of such equipment upon the structure and floor of the leased premises. The Landlord's approval will not be unreasonably withheld.
3. Where applicable, plastic chair mats shall be used at every desk location in order to protect the carpet flooring within the Premises.
4. No tenant shall install any antenna, satellite dish, receiver, loudspeaker, or other device on the roof, or exterior walls, windows, or railings of the Building.
5. The sidewalks, halls, corridors, courtyards, passageways, exits, and entrances shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
6. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.

8. No animals, birds or any other pet, except for qualifying service animals, can be brought in or kept in or about the Premises or Building. Tenant and its employees shall not feed or provide water to any stray or feral animals (i.e. feline cats) within the office complex.
9. No cooking shall be done or permitted by any Tenant on the Premises, other than for consumption by Tenant, its agents, employees, and invitees, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purpose.
10. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the prior written consent of the Landlord.
11. Messenger services and suppliers of bottled water, food, beverages, and other products or services shall be subject to reasonable regulations as may be adopted by Landlord.
12. Tenant shall not permit smoking or carrying of lighted cigars or cigarettes in the Premises or, in areas reasonably designated by Landlord or by applicable governmental agencies, as non-smoking areas.
13. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as required.

Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from the Premises, common areas, or any public areas, regardless of whether such loss occurs when the area is locked against entry or not.

14. Tenant shall comply with all safety, fire protection, and evacuation regulations by Landlord or any applicable government agency.
15. Canvassing, soliciting or peddling in the office complex is prohibited and Tenant shall cooperate to prevent same.
16. Landlord shall have the right, without liability to Tenant, to change the name, street address, or suite number/letter to the Building of which the Premises are a part.
17. Landlord shall have the right to control and operate the public portions of the Building as well as public facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
18. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations described herein.

19. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, so long as Tenant's use of the Premises is not adversely affected by the waiver, and no waiver by Landlord shall be construed as a waiver of the Rules in favor of any other tenant, nor prevent Landlord from later enforcing any of the Rules against any of the tenants of the Building.
20. Landlord reserves the right to waive any one of these Rules and Regulations identified in this Exhibit (i.e. Priority Rules, Parking Rules, General Rules, or Tenant's Return of Premises to Landlord and Security Deposit), and to make such other and further rules and regulations as agreed upon in a separate written amendment between Landlord and Tenant.
21. Tenant shall require all of its employees, agents, and invitees to comply with all the applicable rules, regulations, parking rules, laws, and agreements described herein.

*(Intentionally left blank)*



### **Article 3 | Parking Rules and Regulations**

1. **The parking areas, herein called "Parking Facilities" shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles".**
2. **Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.**
3. **Landlord reserves the right to relocate all or a part of the on-site parking spaces and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.**
4. **Users of the Parking Facilities will obey all posted signs and park only in the areas designated for vehicle parking within the office complex.**
5. **Other than the fenced-in designated parking located on the north side of the 3500 Building, no County vehicles within the Parking Facilities shall be parked overnight. If Tenant's employees leave parked vehicles overnight within the common area of the Parking Facilities, Landlord shall provide Tenant with a notification memo ("Notice") requesting said County vehicles not to be parked overnight. Upon each occurrence, Landlord shall do the following: (i) deliver a written Notice to Tenant's representative (i.e. the current and acting Property Management Specialist of the County of Tulare) via email or mail delivery and (ii) Landlord shall place a copy of the written Notice on the windshield of the County vehicle parked overnight.**
6. **It is recommended that every person using the Parking Facilities is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the Parking Facilities.**
7. **The maintenance, washing, waxing or cleaning of vehicles in the Parking Facilities is prohibited.**
8. **No bicycles, motorcycles, motor scooters or any other non-Permitted Size Vehicle shall be parked or stored anywhere in the Premises, Building, or common areas other than the designated areas located in the Parking Facilities.**
9. **Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.**
10. **Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the Parking Facilities.**

#### **Article 4 | Tenant's Return of Premises to Landlord**

Upon Tenant vacating the Premises, Tenant shall return the Premises in good condition and order with the following items completed:

1. All of the Tenant's Furniture, Fixtures, and Equipment (FF&E) shall be removed from the Premises, including any telecommunication/internet equipment installed in the MPOE utility room and any satellite dish or other telecommunications equipment installed on the roof of the Building. Any ethernet/telecommunication cabling wires hardwired in the interior walls of Premises may remain with the Premises (Fixed Improvements).
2. Tenant shall notify the electric and gas utility companies to change the utility service into the Landlord's name and responsibility, effective the first day following the Lease Expiration Date. The Tenant shall not direct the utility companies to disconnect or discontinue service.
3. Any alarm services to the Premises shall be discontinued and Tenant shall provide Landlord with contact information of the alarm service provider.
4. All built-in cabinets, counter tops, interior doors (including door trims), and all plumbing fixtures (including any and all sinks, fixtures and appliances) located in break areas, kitchens or any private restrooms shall be cleaned and wiped down.
5. All walls shall be cleaned and wiped down and any holes in walls due to the removal of built-in furniture or cubicles shall be filled, textured and painted to match the existing wall color.
6. Tenant shall contact Landlord's sign vendor and remove all company signage located at the Premises, Building Directory, and Hyde Park Monument Directory.
7. All keys to the Premises shall be returned to Landlord upon the Lease Expiration Date and Tenant shall provide Landlord with a mail forwarding address.

If Tenant does not complete any item defined above by the Lease Expiration Date (or earlier termination thereof), then the Landlord shall finish and complete said items. Tenant acknowledges that any and all uncompleted items shall be deducted from Tenant's Security Deposit, plus a \$100.00 administrative fee shall be charged by Landlord to oversee completion of any work not finished by Tenant. Provided Tenant is not in default with any other terms of the Lease, the remaining balance of the Security Deposit shall be returned to Tenant within thirty (30) days of the Lease Expiration Date.

If the uncompleted items exceed the Security Deposit, then Landlord shall retain the entire Security Deposit and invoice Tenant for the remaining balance owed to Landlord, which Tenant shall pay to Landlord within thirty (30) days from receipt of invoice.