



Judicial Council of California
Facilities Services
455 Golden Gate Avenue, San Francisco, CA 94102-3688

For the benefit of: Superior Court of California, County of Tulare

Location of Premises: 300 East Olive Avenue, Porterville, California (Bldg. No. 54-11)

FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT

This First Amendment to License Agreement (“**First Amendment**”) is made as of the ____ day of _____, 2020 (“**Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the County of Tulare, a political subdivision of the State of California (“**Licensee**”). Judicial Council and Licensee are hereinafter collectively referred to in this Agreement as “**Parties.**”

RECITALS

A. The Judicial Council and Licensee previously entered into that certain Revocable Exclusive License for the Use of Real Property dated April 1, 2018 (“**Original License**”), pursuant to which Licensee was granted the exclusive use of 390 net usable square feet on the third floor of the Building, which consists of Room 311-A, Room 311-B, and Room 322.

B. The Judicial Council and Licensee agree effective December 31, 2019, Licensee shall surrender Room 311-A consisting of approximately 142 square feet, which is outlined in green on **Exhibit “A”** attached hereto.

C. The Parties now agree to amend the Original License and enter into this First Amendment as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals; Defined Terms. The foregoing provisions of the Recitals are true and correct and are incorporated into this First Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the Original License.

2. Amendment. The Parties agree to Amend the Original License as follows:

2.1 Paragraph 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3. Description of the Premises Licensed. The Premises consist of approximately 247 net usable square feet on the third floor of the Building, which is composed of Room 331-B and Room 322, as shown on **Exhibit "B"** attached hereto.

2.2 Notices. Paragraph 8(p) of the Agreement is hereby deleted in its entirety and replaced with the following:

p. *Notices.* Any notices required or permitted to be given under the terms of this License must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the Judicial Council: Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-7074

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

In addition, all notices by the Licensee relating to termination of this Agreement or an alleged breach or default by the Judicial Council of this License must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

If to the Licensee: County of Tulare
Attention: Jason T. Britt
2880 W. Burrel Avenue
Visalia, CA 92391
Voice: 559-636-5005
E-mail: JTBritt@co.tulare.ca.us

3. No Other Modifications. Except as expressly modified by the terms of this First Amendment, all rights, duties, and obligations of the Judicial Council and Licensee will remain in full force and effect as provided for in the License.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the dates below their respective signature.

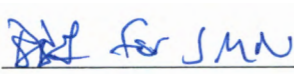
ACCEPTED AND AGREED TO:

LICENSEE:

**COUNTY OF TULARE, a political
subdivision of the State of California**

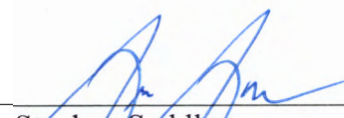
By: _____
Name: Pete Vander Poel
Title: Chair, Board of Supervisors
Date: _____
TAX ID # 94-6000545

APPROVED AS TO FORM:
Tulare County Counsel

By:  _____
Deputy
Matter # 20191950
Date: 12-30-19

LICENSOR:

**JUDICIAL COUNCIL OF
CALIFORNIA**

By:  _____
Name: Stephen Saddler
Title: Manager, Contracts
Date: 12/16/19

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

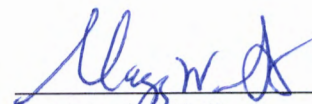
By:  _____
Name: Maggie W. Stern
Title: Attorney
Date: 12/12/19

EXHIBIT "A"

DEPICTION OF SURRENDERED PREMISES



Legend

 Surrendered Space

EXHIBIT "B"

DEPICTION OF AMENDED PREMISES

