

AMENDMENT TO LEASE

This AMENDMENT TO LEASE is entered into on _____, 2006, between Guillon Incorporated, A California Corporation, hereinafter referred to as "**LESSOR**", and the COUNTY OF TULARE, hereinafter referred to as "**COUNTY**".

Whereas, LESSOR and COUNTY entered into an Agreement to Lease office and storage space at 8040 Doe Avenue in the City of Visalia on June 23, 1992, which has been designated as Tulare County Agreement No. 16693 as heretofore amended, and;

Whereas, the parties desire to amend said Agreement to allow for COUNTY to prepay rent and janitorial services for a period of one year.

ACCORDINGLY IT IS AGREED:

1. Paragraph 5.1 of Tulare County Agreement No. 16693 is hereby amended to read as follows:

Prepayment of Rent: COUNTY may prepay the rent attributable to the Department of Child Support Services specified in Paragraph 5 for the time period of July 1, 2006 through June 30, 2007 or to an earlier date. The prepayments are itemized on Exhibit "K" attached hereto and incorporated by this reference with CPI adjustments estimated at 4%. Any overpayment shall be corrected with the first monthly payment due following the prepayment period. Rent for the Health & Human Services Agency warehouse shall continue to be paid monthly. In the event this Lease is terminated for any reason by either party, all unused rents paid in advance will be promptly reimbursed by LESSOR to COUNTY.

Tulare County Agreement No. _____

2. Paragraph 9.1 of Tulare County Agreement No. 16693 is hereby amended to read as follows:

Prepayment of Janitorial Services: COUNTY may prepay the janitorial services attributable to the Department of Child Support Services specified in Paragraph 9 for the time period of July 1, 2006 through June 30, 2007 or to an earlier date. The prepayments are itemized on Exhibit "G" attached hereto and incorporated by this reference. Any overpayment or underpayment shall be corrected with the first monthly payment due following the prepayment period. In the event this Lease is terminated for any reason by either party, or if COUNTY elects to provide its own janitorial services, the unused janitorial services paid in advance will be promptly reimbursed by LESSOR to COUNTY.

3. Paragraph 26.1 of Tulare County Agreement No. 16693 is hereby amended to read as follows:

Memorandum of Lease: LESSOR and COUNTY will sign a Memorandum of Lease in the form set forth in Exhibit "L", and cause their signatures to the Memorandum to be acknowledged before a Notary Public, and either party may thereafter record the Memorandum, and give the other party notice of such recording. Upon the expiration or earlier termination of the term, either party upon request will execute a document for recordation to terminate such memorandum.

4. All other terms and conditions of said Agreement No. 16693, as amended, shall remain in full force and effect.

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EXHIBIT K

Department of Child Support Services

8040 Doe Avenue, Visalia, CA

Agreement 16693

July 2006 through June 2007

<u>MONTH</u>	<u>RENT</u>	<u>JANITORIAL</u>	<u>TOTAL PAYMENT</u>
JULY	\$33,557.65	\$4,805.85	\$38,363.50
AUGUST	\$39,800.93	\$4,805.85	\$44,606.78
SEPTEMBER	\$39,800.93	\$4,805.85	\$44,606.78
OCTOBER	\$39,800.93	\$4,805.85	\$44,606.78
NOVEMBER	\$39,800.93	\$4,805.85	\$44,606.78
DECEMBER	\$41,392.97	\$4,805.85	\$46,198.82
JANUARY	\$41,392.97	\$4,805.85	\$46,198.82
FEBRUARY	\$41,392.97	\$4,805.85	\$46,198.82
MARCH	\$41,392.97	\$4,805.85	\$46,198.82
APRIL	\$41,392.97	\$4,805.85	\$46,198.82
MAY	\$41,392.97	\$4,805.85	\$46,198.82
JUNE	\$41,392.97	\$4,805.85	\$46,198.82
TOTAL			\$540,182.36

EXHIBIT L

Recorded, Requested by, and
When recorded Return to:

Tulare County Resource Management Agency
5961 South Mooney Boulevard
Visalia, CA 93277

This Memorandum of Lease ("Memorandum") dated as of _____ is entered into between
Guillon Incorporated ("LESSOR") and County of Tulare ("COUNTY").

- A. On or about June 23, 1992 Lessor and County entered into a Lease Agreement ("Agreement") on file with the Clerk of the Board of Supervisors of the County of Tulare as Agreement No. 16693, pursuant to which Lessor leased to County and County leased from Lessor real property, more particularly described in attached Exhibit I and incorporated by reference ("Premises").
- B. On or about _____ Lessor and County entered into Amendment to Lease ("Amended Agreement") on file with the Clerk of the Board of Supervisors of the County of Tulare as Agreement No. 16693.
- C. Lessor and County desire to execute this Memorandum to provide constructive notice of County's rights under the Agreement and Amended Agreements to all third parties.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term.

Lessor leases the Premises to County for the term set forth in the Agreement and Amended Agreements.

2. Lease Terms.

This lease of Premises to County is pursuant to the terms of the Agreement and Amended Agreements, which is incorporated in this Memorandum by reference, as amended from time to time.

3. Successors and Assigns.

This Memorandum and Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of said Agreement on assignment.

Executed as of the date first written above:

GUILLON INCORPORATED

Date

Douglas J. Guillon, President

Date

Douglas J. Guillon, Secretary

COUNTY OF TULARE

Date

Chairman, Board of Supervisors

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for the State of California, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL

_____, Notary Public

STATE OF CALIFORNIA)

COUNTY OF TULARE)

On _____, before me, _____, a Notary Public in and for the State of California, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL

_____, Notary Public