

AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into as of this _____ day of _____, 2010, by and between Ennis Commercial Properties, LLC, a Limited Liability Company, hereinafter referred to as "LESSOR", and the County of Tulare, hereinafter referred to as "COUNTY", with respect to the following:

WHEREAS, on March 7, 2000 LESSOR entered into an agreement with the City of Porterville to construct and lease an office building at 259 North Main Street in Porterville, hereinafter referred to as "PREMISES"; and

WHEREAS, on March 14, 2000 COUNTY entered into Tulare County Agreement 20044 with the City of Porterville to sublease PREMISES; and

WHEREAS, on June 17, 2003 the City of Porterville entered into an agreement with the COUNTY and assigned their leasehold interest in the PREMISES; and

WHEREAS, on June 17, 2003 LESSOR and COUNTY amended the Master Lease to allow the COUNTY to prepay rent for a period of one year; and

WHEREAS, LESSOR and COUNTY desire to extend the term of the lease for an additional five (5) years; and

WHEREAS, LESSOR and COUNTY desire to amend the Master Lease and modify the annual rental adjustment rate during the term being exercised.

ACCORDINGLY IT IS AGREED as follows:

1. Paragraph 2.3 of the Master Lease dated March 7, 2000 allows Lessee to extend the lease for an additional term of five years from the expiration date of the initial term. Effective the date of this amendment to lease, Lessee hereby exercises the option to extend the lease for an additional five years.
2. Section 3.1.3 of the Master Lease dated March 7, 2000 is amended as of the date of this amendment to lease is entered into to read as follows:
Annual Adjustment: The annual adjustment rate will be reduced to the subsequent listed rate during the option period exercised. The rate for the following listed years are: 2010-2011: Half (½) percent annual adjustment; 2011-2012: One (1) percent annual adjustment; 2012-2013: One and a half (1 ½) percent annual adjustment; 2013-2014: Two (2) percent annual adjustment; 2014-2015: Two and a half (2 ½) percent annual adjustment. The annual adjustment will revert back to 3% annually thereafter, rounded up to the nearest dollar, on every

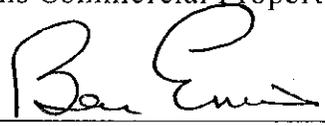
anniversary date following the first full year of the term, including any holdover period.

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

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

LESSOR
Ennis Commercial Properties, LLC

Date: 5-19-2010

By 
Ben Ennis, Manager

Date: _____

By _____

Note: Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

COUNTY OF TULARE

COUNTY

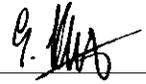
Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy

Approved as to form: County Counsel

By  6/2/10
Deputy 2010733