

**First Amendment to Lease Agreement #233-L0411 Between El Dorado
Local Agency Formation Commission (LAFCO) and the Caso Trust,
executed on or about October 2003**

This Amendment to Lease Agreement #233-L0411 is made by and between El Dorado Local Agency Formation Commission (LAFCO), a political subdivision of the State of California, hereinafter referred to as "Lessee," and the Caso Trust, owner of the premises, hereinafter referred to as "Lessor," and both collectively referred to as "the Parties." The Parties agree to amend the Lease Agreement in the following sections only. Except as expressly amended by this Amendment, all other provisions of the Lease remain in full force and effect. From and after the date of this Amendment, whenever the term "Lease" appears in the Lease, it shall mean the Lease as amended by this Amendment:

1. Section 1 of the Lease Agreement is hereby amended as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of the rents, covenants and agreement hereinafter set forth, the "Premises" described as follows:

Office Space
550 Main Street, Suite E Suites E and F1
Placerville, CA 95667

The Premises consists of ~~4126~~ 1,236 square feet of improved office space along with additional provisions included in "Exhibit A" together with the use of the restrooms and common areas with the tenants of the building.

2. The following paragraphs are added to the end of **Section 3** as follows:

Effective April 1, 2007, Lessee agrees to pay Lessor a monthly rate of One Hundred Twenty-Eight Dollars and Seventy Cents (\$128.70) per month for seven (7) months to lease the additional space known as Suite F1 (110 square feet of improved office space), which is hereby included within the 'Premises' as set forth herein. At Lessee's sole discretion, this rent can be paid in advance as a single payment of Nine Hundred Dollars and Ninety Cents (\$900.90). Lessor agrees to hold Lessee harmless if Lessee, at its sole discretion, occupies and utilizes Suite F1 after April 1, 2007, but before all Parties sign and execute this Amendment after such date.

Effective November 1, 2007, the rental payment for Suite F1 shall be at the same square footage rate as the existing square footage rate for Suite E and subject to the same terms and conditions.

3. The following paragraph is added to the end of **Section 9** as follows:

Subject to the terms and conditions listed immediately above, any alterations to connect Suites E and F1 shall not be made without the written consent of Lessor and said alteration shall be made at the sole cost and expense of Lessee by a contractor or other person selected by Lessee and approved in writing by Lessor before work commences. The full cost of said alteration shall be credited back to Lessee should Lessee, at its sole discretion, exercise its first two-year extension at the end of the Lease expiration date of October 31, 2008 in accordance with Section 4 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of April _____, 2007.

EL DORADO LAFCO

CASO TRUST

By: _____
Ted Long
Chairman, El Dorado LAFCO

By: _____
Trustee

Attest:

By: _____
José C. Henríquez
Executive Officer

Approved as to Form:

By: _____
Tom Gibson
Best Best & Krieger LLP
LAFCO Counsel