

AGREEMENT FOR SERVICES #453-S0711
AMENDMENT I

This Amendment I to that Agreement for Services #453-S0711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Diebold Election Systems, Inc., a Delaware Corporation, now owned and operating as Premier Election Solutions, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principle place of business is 1253 Allen Station Parkway, Allen, TX 75002; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Diebold Election Systems, Inc. has been engaged by County under Agreement for Services #453-S0711 to print ballots for the Elections Department in accordance with Agreement for Services #453-S0711, dated December 12, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, Diebold Election Systems, Inc., has changed their name to Premier Election Solutions, Inc. effective August 22, 2007; and

WHEREAS, Diebold Election Systems, Inc. has requested that the County accept work under the Agreement for Services #453-S0711, with Diebold Election Systems, Inc. by Premier Election Solutions, Inc.; and

WHEREAS, Diebold Election Systems, Inc. will remain liable for all obligations, covenants, and conditions, and/or liabilities for services performed prior to August 22, 2007 under the terms and conditions of Agreement for Services #453-S0711, as approved by the Purchasing Agent and executed on December 12, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, Diebold Election Systems, Inc. acknowledges and agrees that all existing indemnity and insurance obligations of Diebold Election Systems, Inc. will remain in full force and effect for services performed prior to August 22, 2007 to the extent necessary under the Agreement, and for the duration of the Agreement for Services #453-S0711 and as thereafter required by the Agreement; and

WHEREAS, Premier Election Solutions, Inc. will assume all Contractor's duties, responsibilities and obligations under the terms and conditions of Agreement for Services #453-S0711; and

WHEREAS, the parties hereto have determined and agreed to amend **TERMS AND CONDITIONS – 16. Notices**; and

WHEREAS, County will accept this Amendment I on condition that Diebold Election Systems, Inc. and Premier Election Solutions, Inc. fulfill the terms and conditions of this Amendment I to said Agreement, and the original Agreement for Services #453-S0711.

NOW, THEREFORE, the parties agree to the assignment of the subject Agreement from Diebold Elections Solutions, Inc. to Premier Election Solutions, Inc. effective August 22, 2007, and that

Premier Election Solutions, Inc. assumes all duties, covenants and obligations of Diebold Elections Systems, Inc. under this Agreement and is responsible for performing all services required under the Agreement for Services #453-S0711, effective August 22, 2007, in accordance with all terms and conditions as defined in the Agreement, and Diebold Elections Systems, Inc. shall remain liable, jointly and severally, to the extent necessary under the Agreement, for all work performed prior to August 22, 2007, and further agrees that all indemnity and insurance obligations remain in full force and effect for services performed as of August 22, 2007 as stated herein above. Additionally, the parties do hereby agree that Agreement for Services #453-S0711 shall be amended to read as follows:

TERMS AND CONDITIONS

- 16. Notices:** All notices under this Agreement shall be delivered personally, sent by confirmed facsimile transmission, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the address shown below or such other address as may be specified by either party to the other party in compliance with this Section.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
ELECTIONS DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: WILLIAM E. SCHULTZ

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

PREMIER ELECTION SOLUTIONS, INC.
P O BOX 1019
ALLEN, TX 75013
ATTN: CONTRACTS DEPARTMENT

With a copy to:

PREMIER ELECTION SOLUTIONS, INC.
5995 MAYFAIR ROAD
NORTH CANTON, OH 44270
ATTN: VICE PRESIDENT AND GENERAL COUNSEL

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of this Agreement for Services #453-S0711 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
William E. Schultz
Recorder-Clerk-Registrar of Voters
Elections Department

REQUESTING DEPARTMENT CONCURRENCE:

By: _____ Dated: _____
William E. Schultz
Recorder-Clerk-Registrar of Voters
Elections Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #453-S0711 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

COUNTY OF EL DORADO--

Dated: _____

By: _____
Bonnie H. Rich, Purchasing Agent
Chief Administrative Office
"County"

-- ASSIGNEE --

Dated: _____

Premier Election Solutions, Inc.
A Delaware Corporation

By: _____
David Byrd
President

By: _____
Corporate Secretary

Dated: _____

-- ASSIGNOR --

Dated: _____

Diebold Election Systems, Inc.
A Delaware Corporation

By: _____
David Byrd
President

By: _____
Corporate Secretary

Dated: _____