

**FIRST AMENDMENT TO RAY MORGAN VALUE RENTAL LEASE AGREEMENT**

First Amendment to Ray Morgan Company Value Rental Agreement (this "Amendment"), dated as of \_\_\_\_\_, 2022 by and between County of Siskiyou, having its principal place of business located at 1512 South Oregon Street, Yreka, CA 96097 ("County" and "Customer") and The Ray A. Morgan Company, a California corporation having an address at 3131 Esplanade Avenue, Chico, CA 95973 ("RMC" and "Owner").

NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

Paragraph 1 "Agreement" of the Terms & Conditions - The 2<sup>nd</sup> to last sentence in this paragraph is changed to read as follows:

Unless otherwise stated in an addendum hereto, this Agreement will renew only if in writing. If RMC is not contacted by County (via US Mail or any electronic means), RMC will pick up the equipment within 30 days of the original lease end date.

Paragraph 3 "Rent, Taxes & Fees" The 5<sup>th</sup> sentence beginning with "By the date the first Payment is due" is hereby deleted.

Paragraph 4 "Non-Appropriation or Renewal" of the Terms and Conditions- The 1<sup>st</sup> sentence in this paragraph is changed to read as follows:

If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make Payment under this Agreement beyond the then-current fiscal year for which funds have been appropriated and services have been provided.

Paragraph 14 "Overages and Cost Adjustments" - The second sentence is deleted:

**All other terms and conditions of the Ray Morgan Company Rental Agreement will remain the same**