

SECOND ADDENDUM TO FIXED BASE OPERATION LEASE

THIS SECOND ADDENDUM is to that Fixed Base Operation Lease entered into on April 3, 2004 and as amended on April 8, 2022 by and between the County of Siskiyou (“Lessor” or “County”) and Eagle’s Nest Aviation Services, LLC. (“Lessee”) and is entered into on the date when it has been both approved by the Siskiyou County Board of Supervisors and signed by all other parties to it.

WHEREAS, the parties desire to increase the amount of rent payable under the Lease; and

WHEREAS, the parties desire to modify the terms of the Lease;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 4 of Section 23 of the Lease is reinstated in its entirety as it was mistakenly deleted under the First Addendum.

Paragraph 7 of the Lease, Rent, shall be amended as follows: As of October 4th 2022 (the Commencement Date), the annual base rental payable by lessee to the County shall be increased to the amount of Three Thousand Four Hundred Fifty-Six Dollars and Eighty-One Cents (\$3456.81) (\$.31) per square foot x 11,151 square feet). On the first anniversary of the Commencement Date, and each anniversary thereafter, the Base rent shall be increased by the then-current County Adjustment Factor. The County “Adjustment Factor” shall be a percentage by calculating the average annual California Consumer Price Index for all areas and all consumers as reported by the State of California, Department of Industrial relations (“CPI”), for the preceding five (5) years, with the resulting adjusted CPI applied for that year and the four (4) years that follow; provided, however, that the Adjustment factor shall not be less than one percent (1%) nor more than three percent (3%). Payment shall be made to the “Airports” Siskiyou County Department of General Services, 190 Greenhorn Road, Yreka, California 96097, on an annual basis with the first payment to be made on the execution of this lease and with subsequent payments to be made on or before the anniversary date of each year thereafter.

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

LESSOR: COUNTY OF SISKIYOU

Date: _____

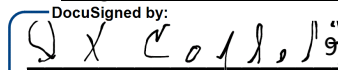
BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

LESSEE: Eagle's Nest Aviation Services, LLC

Date: _____

DocuSigned by:

9/23/2022

John Coffelt, Owner

License No.: _____

TAXPAYER I.D. _____ on file

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
5230	302060	531100	

Encumbrance number (if applicable):