## FIRST ADDENDUM TO AIRPORT GROUND LEASE

THIS 1st ADDENDUM is to that Airport Ground Lease entered into on February 2, 2021 by and between the County of Siskiyou ("Lessor") and Mitchell & Paulette Cary Living Trust ("Lessee") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Base Rent and County Adjustment Factor for all Airport Leases was modified, passed and adopted by the Board of Supervisors on May 16, 2023; and

WHEREAS, the Lessor and Lessee desire to incorporate the adopted changes into the current lease; and

WHEREAS, an Exhibit "C" needs to be added to the Airport Ground Lease to amend the new Base Rent and County Adjustment Factor.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 4a of the Lease, Base Rent, shall be deleted and replaced in its entirety with "Base Rent. On the Commencement Date, Lessee shall pay County an annual base rental in the amount of Five Hundred Four Dollars and Sixty Five Cents (\$504.65) per year ("Base Rent"). Rent is to be paid in full on the Commencement Date and thereafter on each yearly anniversary of the Commencement Date."

Paragraph 4b of the Lease, Annual Base Rent Increase, shall be deleted and replaced in its entirety with "On the first anniversary of the Commencement Date, and each anniversary thereafter, the Base Rent shall be increased by the current County Adjustment Factor. This will determine the new "Base Rent" for the new year. The County "Adjustment Factor" shall be a percentage calculated as follows: Beginning January 1, 2023, and every three (3) year period thereafter, the annual rent increase shall be determined 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 three (3) years, with the resulting adjusted CPI applied for that year and the two (2) years that follow as set forth in Exhibit "C" attached hereto. However, the Adjustment Factor shall not be less than one percent (1%) nor more than six percent (6%)."

Exhibit "C" shall be deleted and replaced in its entirety with the new Exhibit "C", attached hereto and hereby incorporated by reference.

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

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Lessor and Lessee have executed this <u>1st</u> addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date:

Michael N. Kobseff, Chair
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

LESSEE: Mitchell & Paulette Cary Living Trust



## ACCOUNTING:

Deputy

Fund	Org	Account	Amount	FY
5230-303060-531100			\$504.65	23/24
5230-303060-531100			\$526.32	24/25
5230-303060-531100			\$549.54	25/26
5230-303060-531100			\$TBD	26/27
5230-303060-531100			\$TBD	27/28