## AGREEMENT TO MODIFY LEASE

This Agreement is made by and between Truckee Tahoe Airport District, a California Airport District (hereafter "TTAD"), and Sierra Aero, LLC, a California Limited Liability Company (hereafter "Sierra Aero") and is made with reference to the following facts:

- A. On or about August 8, 2017, TTAD and Sierra Aero entered into a lease of real property located at the Truckee Tahoe Airport, that real property being commonly known as "Hangar 1".
- B. Sierra Aero has identified a need for additional hangar space which can be provided in Hangar 1 by adding additional office space (by the use of modular office space) to the west side of Hangar 1 and converting the existing office and storage space into the additional needed hangar space.
- C. TTAD is willing to carry out and perform the necessary work and provide the necessary additional structure for the office space, which shall be a modular office, promptly upon execution of this Agreement to Modify Lease. Said Project has been described at TTAD's January 24 and February 28, 2018 Board Meetings
  - D. Sierra Aero is willing to pay increased rent, all as set forth below.

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. All of the above recitals are true and correct.
- 2. Upon execution of this Agreement to Modify Lease, TTAD shall move forward, as promptly as reasonably possible, with obtaining and installing the modular office building and the hangar retrofit, at TTAD's sole cost and expense. The construction and retrofit will result in adding 1,440 +/- square feet of hangar space and providing 1,800 +/- office space. The existing storage space associated with the hangar shall be converted to hangar space. TTAD shall keep Sierra Aero informed of the intended work schedule and when access to Hangar 1 will be required.
- 3. Sierra Aero shall make Hangar 1 available for the construction and retrofit to be carried out. There shall be no reduction in rent notwithstanding the fact that Sierra Aero may not be able to utilize all of the current space in the building while the construction and retrofit is progressing.
  - 4. Section 5.1 of the Lease shall be amended so to read as follows:
- "5.1. <u>Annual Rent.</u> The annual rent for the use and occupancy of the leased premises for the first year of the original term shall be forty thousand two hundred sixty-eight dollars (\$40,268.00) the annual rent is based on the following:

Elements/Improvements	Approximate Square Feet	Rate per Square Foot per Annum	Annual Rent
Executive Hangar	6240	\$3.70	\$23,088.00
Modular Office	1800	\$9.00	\$16,200.00
Storage Associated with	0	0	0
Hangar			
Asphalt Vehicle Parking	2800	\$0.35	\$980.00
Total			\$40,268.00

- 5. The adjustment in rent shall occur on the day after TTAD receives a "Certificate of Occupancy" or other such final approval of construction issued by the appropriate Governmental Agency. Said adjustment of rent shall occur separately, if applicable, for the Executive Hangar and the modular office and shall be prorated for any month based on a 30 day month, with the partial month's rent being due along with the immediately following month's rent.
  - 6. Except as expressly modified herein, that Lease is hereby ratified and affirmed in full.

TRUCKEE TAHOE AIRPORT DISTRICT	SIERRA AERO, LLC
Dated:	Dated:
RICK STEPHENS, BOARD PRESIDENT	JEFF FAY, INDIVIDUALLY AND AS OWNER AND MANAGER SIERRA AERO, LLC
	Dated:
	JESSICA FAY, INDIVIDUALLY AND AS OWNER AND MANAGER SIERRA AERO, LLC