

4. **TERMS AND CONDITIONS OF EXISTING AGREEMENT REMAIN THE SAME** CONTRACTOR and WTA agree that except as modified above, the terms and conditions of the original Lease shall remain in full force and effect.
5. **COUNTERPARTS** Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

**EFFECTIVE** as of the final date of execution.

**Whatcom Transportation Authority**

*Les Reardanz*

Signed: Thursday, July 27, 2023  
Les Reardanz, General Manager

**Ferndale Food Bank**

*Sigrid Beesley*

Date: 7/26/23  
Sigrid Beesley, President; BOD

*Sierra Cook*  
Date: 7/26/23  
Sierra Cook, Co - Executive Director

*Andrew Babson*  
Date: 7/26/23  
Andrew Babson, Co - Executive Director

**EXTENSION OF LEASE #1  
MODIFICATION OF LEASE #6**

This Modification of Lease #6 ("Modification") is made between FERNDALE FOOD BANK (TENANT) and the Whatcom Transportation Authority (WTA), and pursuant to the following agreed facts:

- A. On July 1, 2016 TENANT and WTA entered into a Lease/License Agreement ("Lease") relating to a portion of WTA's property located at 1671 Main Street, Ferndale Washington, which is legally described in Exhibit A of the Lease.
- B. This Lease is for five (5) year term, and renewable after the initial term, in five (5) year increments. TENANT and WTA did not document the renewal of the lease term in 2021, however, the contracted rent increase was documented.
- C. Under the Lease, the Base Rent is subject to a two percent (2%) annual adjustment. TENANT and WTA did not document the increase for 2022 or 2023, however, TENANT paid the increase. The rent increase effective July 1, 2022 was \$225.23 per month which TENANT paid.
- D. Department of Revenue is requiring TENANT and WTA to update language pertaining to Paragraph 8 of the original Lease. Language will clarify all taxes, fees, charges, expenses, costs, and utilities that TENANT must pay.

NOW, THEREFORE, for valuable consideration, and in conformity with the Lease, TENANT and WTA hereby make the following modifications to take effect.

The Agreement is modified as follows:

- 1. **MODIFICATION OF EXISTING LEASE:** TENANT and WTA agree that the rent will increase to \$229.73 per month effective July 1, 2023 in accordance with the agreed upon term of two percent (2%) per year during the term of the Lease. TENANT and WTA further agree that rent increases for the remainder of the Lease term will be as follows:

Effective Date	Amount
July 1, 2024	\$234.32
July 1, 2025	\$239.00

- 2. **EXTENSION OF EXISTING LEASE:** TENANT and WTA agree to renew the lease for an additional five (5) years, effective July 1, 2021. Lease will expire June 30, 2026. TENANT and WTA will negotiate and execute a new lease.
- 3. **UTILITIES, LEASEHOLD EXCISE TAX AND ALL OTHER TAXES, CHARGES, FEES, EXPENSES AND COSTS:** TENANT shall pay any and all utilities and other taxes, charges, fees, expenses and costs above the rental amount associated with use of the Premises, including, but is not limited to, the following:
  - A. Leasehold Excise Tax that becomes due under RCW Chapter 82.29A, unless TENANT secures an exemption for such tax;
  - B. Four percent (4%) of any and all electrical and lighting costs associated with the parking lot; and
  - C. All other taxes, charges, fees, expenses and costs that TENANT is obligated to pay by law arising from its use of the Premises.
 TENANT shall pay all such utilities, Leasehold Excise Tax, and other taxes, charges, fees, expenses, and costs within net thirty (30) days from receipt of an invoice from WTA.