

**AMENDMENT NO. 4 TO LEASE AGREEMENT
PORT OF SKAMANIA AND BACKWOODS BREWING COMPANY
TICHENOR BUILDING, SUITES 85, 105, & 110**

This Amendment to Lease Agreement is entered into as of March 1, 2021, and amends the Lease Agreement dated August 25, 2015, as amended November 24, 2015, January 28, 2016, and April 8, 2016 and July 1, 2017 (the “Agreement”) between the **Port of Skamania County (“Port”)** and **Backwoods Brewing Company (“Backwoods”)**.

Recitals:

1. Backwoods has requested the right to change the option periods from five (5) year terms to five (5) one-year terms and to terminate the Lease at any time with six (6) months prior written notice to the Port;
2. The Port is willing to allow this revision and revise the Lease accordingly.

Now, therefore, in consideration of the mutual promises of the parties set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Amendment.** The Agreement is hereby amended Section Two, Terms and Conditions, Paragraph 5 as follows:

Section Two, Terms and Conditions, Paragraph 5 currently as:

5. If Lessee is not in default, Lessee shall have the option to renew this lease for two (2) consecutive terms of five (5) years each, and each renewal shall occur automatically at the expiration of the current term. However, if Lessee chooses not to renew the Agreement, Lessee shall notify Lessor in writing, delivered to Lessor not less than ninety (90) days prior to the last day of the expiring term. If Lessee has not notified Lessor in writing of Lessee’s non-renewal, the renewal term shall commence automatically on the day following the date of termination of the preceding term. In the event of Lessee renewal, the following shall apply:

Replace with Section Two, Terms and Conditions, Paragraph 5, below:

5. If Lessee is not in default, Lessee shall have the option to renew this lease for one (1) consecutive term of five (5) years, and five (5) one-year renewals. Each renewal shall occur automatically at the expiration of the current term. However, if Lessee chooses not to renew the Agreement, Lessee shall notify Lessor in writing, delivered to Lessor not less than ninety (90) days prior to the last day of the expiring term. If Lessee has not notified Lessor in writing of Lessee’s non-renewal, the renewal term

shall commence automatically on the day following the date of termination of the preceding term. Furthermore, Lessee may terminate the lease at any time by giving Lessor not fewer than six (6) months prior written notice of Lessee's intent to terminate the lease at a specified date, provided Lessee is not in default at the time of the notice or during the six-month termination period. In the event of Lessee renewal, the following shall apply:

Except as so amended, the Lease and its Amendments shall be reaffirmed as though fully set forth herein. The term "Time is of the Essence" is fully reinstated.

IN WITNESS WHEREOF, the parties have executed this **Amendment No. 4** as of the day and year first written above.

Port of Skamania County

Backwoods Brewing Company

By: _____

By: _____

Name: **Pat Albaugh**
Title: **Executive Director**

Name: **Steve Waters**
Title: **Authorized Representative**

Date Signed: _____

Date Signed: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that **Pat Albaugh** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Executive Director** of the **Port of Skamania County** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of March 2021

Print _____
NOTARY PUBLIC in and for
The State of Washington
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that **Steve Waters** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Authorized**

Representative of Backwoods to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of March 2021.

Print _____
NOTARY PUBLIC in and for
The State of Washington
My commission expires _____

DRAFT