

**SECOND AMENDMENT TO LEASE AGREEMENT
WIND RIVER BIOMASS UTILITY, LLC
TROUT CREEK FIELD**

This Amendment to the Lease Agreement is entered into as of August 18, 2020 and amends the Lease Agreement as amended May 1, 2017 (the "Agreement") between the **Port of Skamania County and Wind River Biomass Utility, LLC**.

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 as follows, replacing **Recitals, Section 1D as it pertains to Base Rent only**, CURRENTLY as:

D. Base Rent: Two hundred dollars (\$200) per month ("Base Monthly Rent") plus Leasehold Tax, until April 30, 2019. From May 1, 2019 until October 31, 2020 the Base Monthly Rent increases to five-hundred and thirty-five dollars (\$535) per month

REPLACE WITH **new Recitals, Section 1D as it pertains to Base Rent only** below:

D. Base Rent: The Base Monthly Rent of five-hundred and thirty-five dollars (\$535) per month shall be due and payable on the first day of each and every month, without demand. Any partial month shall be prorated.

2. Amendment. Replacing Recitals, Section 1C, adding the following (underlined words):

C. Initial Lease Term: biomass Area: Forty-Two (42) months beginning on May 1, 2015 and ending at midnight on October 31, 2018, and any extensions thereof, unless sooner terminated in accordance with the terms and provisions of this lease. The parties agree the term of this lease shall be extended by agreement to April 20, 2021.

Status of Agreement.

As amended by this Amendment, the Agreement continues in full force and effect in accordance with its terms. On and after the date of this Amendment, the Agreement shall be deemed amended by this Amendment and all references in the Agreement to "this Agreement" "herein" "hereof" and the like shall be deemed to be references to the Agreement as amended by this Amendment. The term "time is of the essence" is hereby fully reinstated.

IN WITNESS WHEREOF, the parties have executed this **Lease Amendment** as of the day and year first written above.

Port of Skamania County

Wind River Biomass Utility, LLC

By: _____

By: _____

Name: **Pat Albaugh**

Name: **Paul Spencer**

Title: **Executive Director**

Title: **Managing Partner**

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 September, 2020

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

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Paul Spencer, Managing Partner** of **Wind River Biomass Utility, LLC**, a Washington Limited Liability Company, 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 **Managing Partner** of **Wind River Biomass Utility, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of September, 2020

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

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

EFFECTIVE DATE: _____

THIS IS AN ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") dated January 21, 2020 between PORT OF SKAMANIA COUNTY ("Seller") and WIND RIVER BIOMASS UTILITY, LLC ("Purchaser") for the real property legally described on Exhibit "A" attached to the Agreement.

SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE PART OF THE REAL ESTATE PURCHASE AND SALE AGREEMENT REFERENCED ABOVE.

- 1. The Closing Date shall take place at or before 4:00 pm (local time) April 20, 2021.**

IN WITNESS, WHEREOF, the parties hereto have executed this instrument to be effective the day and year first above written.

SELLER:

PORT OF SKAMANIA COUNTY
a Washington Municipal Corporation

By _____
Name Ray Broughton
Title Commissioner District 1

Dated: _____, 20__

By _____
Name Jennifer Taylor
Title Commissioner District 2

Dated: _____, 20__

By _____
Name Todd Kingston
Title Commissioner District 3

Dated: _____, 20__

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS, WHEREOF, the parties hereto have executed this instrument to be effective the day and year first above written.

PURCHASER:

WIND RIVER BIOMASS UTILITY, LLC
A Washington limited liability company

By _____
Name Paul Spencer
Title Member

Dated: _____, 20__

By _____
Name Robert A. Sourek
Title Member

Dated: _____, 20__

By _____
Name Norm Ward
Title Member

Dated: _____, 20__

By _____
Name Tom Linde
Title Member

Dated: _____, 20__