

SECOND AMENDMENT TO LEASE AGREEMENT PORT OF SKAMANIA AND TOTALSHIELD, INC

WHEREAS, This Agreement entered into as of November 1, 2020 amends the <u>July 1, 2018</u> amendment and the Lease Agreement dated September 1, 2017, between the **Port of Skamania** and **TotalShield, Inc.**, a New Mexico Corporation, herein referred to as "Lessee."

WHEREAS, both parties mutually desire to modify the original lease and amendment.

NOW THEREFORE, it is agreed by both parties to modify the following described section and paragraph as follows:

1. Amendments. The parties agree to the following amendments:

Key:

New Language: underlined

Deleted Language: strikethrough

A. SECTION SEVEN, <u>Utilities</u>, paragraph (1) shall be amended as follows:

Lessee shall make arrangements to pay the actual cost of utilities services for the Premises, including but not limited to refuse, water, sewer, electric, natural gas, and telecommunication services to the Premises directly to the provider of such services. Lessee warrants to hold Lessor harmless for the costs of all such utility. Applications and connections for utility services above shall be made in the name of Lessee only, and Lessee shall be solely liable for such utility charges as they become due. Lessee shall receive an electricity credit of \$50 per month beginning October 1, 2020 as a credit for unmetered electricity use by neighboring tenant Pharaoh Cobran Skinner, dba "Pharaoh's Family Farm". Credit will be applied until electricity use arrangement with neighboring tenant changes.

All applications and connections for utility services that are separately metered shall be made in the name of Lessee only, and Lessee shall be solely liable for such utility charges and covenants and agrees to pay such obligations as they become due. Failure to pay such utilities after notice as provided in Section Twelve, paragraph (4) shall be an event of default.

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

LESSOR:	PORT OF SKAMANIA COUNTY Signed:
	James P. Albaugh, Executive Director
LESSEE:	TotalShield, Inc.
	Signed: Manai, Shyder
	Marcie Snyder, Vice President



STATE OF WASHINGTON)			
COUNTY OF SKAMANIA)			
I certify that I know or have satisfactory evidence that James P. 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 14 day of 2020	purposes mentioned in the institution.		
	Wanda Sahar		
	Print Wanda Scharts		
	NOTARY PUBLIC in and for		
	The State of Washington My commission expires 4-26-23		
STATE OF Washington)			
COUNTY OF <u>Skamania</u>) ss.			

I certify that I know or have satisfactory evidence that **Marcie Snyder** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the **Vice President** of TotalShield, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 14 day of 2020

Notary Public
State of Washington
WANDA SCHARFE
COMM. # 19110500
MY COMM. EXP. SEPTEMBER 26, 2023

NOTARY PUBLIC in and for

The State of WH

My commission expires 9-26-2