

AMENDMENT TO LEASE AGREEMENT, Phloem Studio
40 SW Cascade Ave Suite 65 Stevenson WA 98648

**LEASE AMENDMENT
PORT OF SKAMANIA AND PHLOEM STUDIO, LLC**

WHEREAS, This Agreement entered into as of December 15, 2020 amends the Lease Agreement dated November 9, 2015, between the Port of Skamania and Phloem Studios, LLC, an Oregon Limited Liability Company, 2710 N. Interstate, Portland, OR 97227, herein referred to as “Lessee”.

WHEREAS, both parties mutually desire to modify the original lease to revise renewal periods.

NO 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 amendment:

Key: New Language: underlined
 Deleted Language: ~~striketrough~~

A. **SECTION TWO, Terms and Conditions, Subsection 5** shall be amended as follows:

5. If Lessee is not in default at the beginning of any renewal period, Lessee shall have the option to renew this lease for ~~two (2) consecutive terms of five (5) years each~~, one (1) two (2) year renewal with the option to renew with three (3) consecutive one (1) year terms and each renewal shall occur automatically at the expiration of the current term. However, if Lessee not in default chooses not to renew the Agreement, Lessee shall **notify Lessor in writing, delivered to the Lessor not less than ninety (90) days prior to the last day of the expiring term**. If Lessee is not in default but has not notified Lessor in writing of Lessee’s non-renewal, ~~the any remaining~~ 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:

- a. The renewal term shall commence on the day following the date of termination of the preceding term. The terms and conditions of the Lease for the renewal term shall be identical with the original Lease except for rent; PROVIDED, HOWEVER, the terms and conditions shall be further subject to changes in the laws and regulations pertaining to imposition and rate of the Leasehold Excise Tax and to other laws and regulations pertaining to the leasing of public property to private entities.
- b. Rent for all renewal terms shall be increased (or unchanged in the event of a negative change) from the last year of the previous term annually on each anniversary date of this lease by a percentage equal to any positive annual percentage change in the Consumer Price Index for Urban Wage Earners most recently published by the Bureau of Labor Statistics of the United States Department of Labor (CPI-U) prior to the commencement of the Renewal Lease Term), as compared to the CPI prior to the Lease Commencement Date or most recent anniversary thereof. In the event of a negative CPI-U change, the Base Rent shall adjust only when the CPI-U increases above the year just prior to the first year in which there was a CPI-U decrease, and then only to the extent of that change. In no event will the Base Rent decrease. All lease rates will be plus Washington State

Leasehold Excise Tax as established by RCW 82.29A, due and payable on or before the first day of each month, in advance, without demand.

2. **Reaffirmation.** Except as so amended, all the Lease Agreement between the parties are Hereby reaffirmed. Time is of the essence in all provisions of this Lease.

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

LESSOR: PORT OF SKAMANIA COUNTY

Signed: _____
Pat Albaugh, Executive Director

LESSEE: PHLOEM STUDIOS

Signed: _____
Benjamin Klebba, Owner