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After recording return document to:



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Kathy Hill, Skagit County Auditor  
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ORIGINAL

Document Title: FIRST AMENDMENT TO LEASE

Reference Number of Related Document(s): #9502010066 LEASE AGREEMENT, #9512180067 AMENDMENT TO LEASE AGREEMENT, #9801230057 ASSIGNMENT OF LEASE and #9906170089 LEASE AGREEMENT, #200002230067 BINDING SITE PLAN

Grantor(s): PORT OF SKAGIT COUNTY

Additional Grantor(s) on page N/A of document.

Grantee(s): CC BEVERAGE (U.S.) Corporation, a Washington State Corporation, f/k/a Cascade Clear Water Co.

Additional Grantee(s) on page N/A of document.

Abbreviated legal description: Lot 21 Hopper Road Business Park Binding Site Plan NW 1/4 of Sec. 8, T34N, R4E, W.M.

Additional legal description(s) on page N/A of document.

Assessor's tax/parcel numbers: Tax ID - P24229; Parcel No. 340408-2-002-0002

**FIRST AMENDMENT TO LEASE**

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

MAY 10 2000

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

**A. RECITALS**

1. On February 1, 1999 the PORT OF SKAGIT COUNTY as Lessor initially entered into a LEASE AGREEMENT with CC BEVERAGE (U.S.) CORPORATION, a Washington corporation as Lessee concerning real property then referred to as Lot 21 in the Port's Riverbend Industrial Park in Burlington, Washington.

AMENDMENT TO OFFICE PARCEL LEASE AGREEMENT 2/17/00 - Page 1

LESSOR: PORT OF SKAGIT COUNTY

LESSEE: CC Beverage (U.S.) Corporation f/k/a Cascade Clear Water Co.

2. Lessee has recently made improvements to the real property leased from Lessor. Lessee's location of said improvements and Lessee's lender for said improvements have created the need to further amend the LEASE AGREEMENT by: adjusting the boundary line between adjacent real property Lessee leases from Lessor and Lot 21 to transfer 13,677 sq.ft. of area improved for parking in Lot 22 to Lot 21 and adjusting the rentals under the respective LEASE AGREEMENTS between the parties accordingly; inserting language to address matters in the event of Lessee's default; and making such other changes as are needed by the parties to implement the amendments hereinabove referenced.
3. Lessor has recently placed of record its Hopper Road Business Park Binding Site Plan (previously known as Riverbend Industrial Park) and the properties which are the subject of Lease Agreements between the Lessor and Lessee and as herein adjusted need to be renamed to coincide with said Binding Site Plan.

**B. AGREEMENT**

IT IS HEREBY MUTUALLY AGREED, by and between the PORT OF SKAGIT COUNTY, a Washington municipal corporation, hereinafter referred to as "Lessor", and CC Beverage (U.S.) Corporation, a Washington corporation, hereinafter referred to as "Lessee", that this agreement amends the LEASE AGREEMENT between the Lessor and Lessee, dated February 1, 1999. This agreement and the above referenced LEASE AGREEMENT shall hereafter be referred to as "the Lease", between the parties hereto and the same concerns real property which hereafter shall be referred to as "the Property" subject to the Lease.

**WITNESSETH:**

In consideration of the mutuality of benefit inherent hereto, the parties hereto do mutually agree as follows:

1. Paragraph 1. of the February 1, 1999 LEASE AGREEMENT shall be changed to read:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises, sometimes referred to as the "Office Parcel" Property:

Lot 21 of Hopper Road Business Park Binding Site Plan NW 1/4 of Sec. 8, T34N, R4E, W.M. Auditor's #200002230067.

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**LESSOR: PORT OF SKAGIT COUNTY**

**LESSEE: CC Beverage (U.S.) Corporation f/k/a Cascade Clear Water Co.**



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SUBJECT TO an easement for vehicular ingress and egress over the North forty-five (45) feet of the Property of benefit to Lot 22 of Hopper Road Business Park Binding Site Plan NW 1/4 of Sec. 8, T34N, R4E, W.M., sometimes referred to as the "Manufacturing Parcel".

The easement hereinabove referenced shall remain in effect and burden the Property notwithstanding any termination of the Lease so long as Lessee or Successor Tenant as hereinafter defined in paragraph 5. has in effect a lease for the Manufacturing Parcel.

2. Paragraph 5. of the February 1, 1999 LEASE AGREEMENT shall be changed to read:

Commencing on December 1, 1999, Lessee shall pay to Lessor, in lawful money of the United States, without any set-off or deduction, in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee, an initial basic rent for the Premises of TWO THOUSAND FOUR HUNDRED EIGHTY-SEVEN DOLLARS AND FIFTY-TWO CENTS (\$2,487.52) per month, plus leasehold tax, during the term of this Lease.

Prior to creation of Lot 21, the premises was comprised of and the basic rent as of 12/1/99 would have been calculated as follows:

$108,420 \text{ sq.ft.} \times \$0.0203/\text{sq.ft.} = \$2,201.91$

Upon creation of Lot 21, the premises is comprised of, and the basic rent as of 12/1/99 is calculated on the basis of the following:

$122,538 \text{ sq.ft.} \times \$0.0203/\text{sq.ft.} = \$2,487.52$

The rent for each month shall be paid to the Lessor in advance on or before the first day of each and every month of the term of this Lease, and shall be payable at such place as the Lessor may hereinafter designate. The rent may be further adjusted by the addition of other sums and charges specified elsewhere in this Lease. The Lessor shall have all of the same rights and remedies with respect to any additional rent or charges in the event of nonpayment or late payment as are

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**LESSOR: PORT OF SKAGIT COUNTY**

**LESSEE: CC Beverage (U.S.) Corporation f/k/a Cascade Clear Water Co.**



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available to it in the event of nonpayment or late payment of the rent. The rent shall be adjusted as provided in the below section entitled PERIODIC RENTAL ADJUSTMENTS.

3. Paragraph 6.a. of the February 1, 1999 LEASE AGREEMENT shall be changed to read:

Rental shall be adjusted on December 1, 2000 and on each third December 1 ("Change Date") thereafter during the lease term or any extended term. The December 1, 2000 rental adjustment shall be to the basic rent of \$2,487.52 for the period 2/1/99 to 12/1/00, based on the Price Index in effect at the commencement of this Lease being 164.5 (1982-84=100) for the month of February 1999. Rent adjustments will be concurrent in time with the rent adjustments occurring under the December 20, 1994 Lease. The adjustments shall be according to the procedures below in paragraphs b. and c.

4. Paragraph 8.b. 1) of the February 1, 1999 LEASE AGREEMENT shall be changed to read:

Property contains 2.81 acres or 122,538 square feet.

5. A new paragraph is added to the Lease which reads as follows:

Leasehold Mortgages.

a. Leasehold Mortgage Authorized. On one or more occasions Lessee may take back a Purchase Money Leasehold Mortgage upon a sale and assignment of the leasehold estate created by the Lease (the "*Leasehold Estate*"), or may mortgage or otherwise encumber Lessee's Leasehold Estate to an Institutional Investor (as hereinafter defined), under one or more Leasehold Mortgages and assign the Lease as security for such Mortgage or Mortgages, provided, however, there shall be no more than three such Leasehold Mortgages in existence at anytime.

b. Notice to Lessor.

- i. If Lessee shall, on one or more occasions, take back a Purchase Money Leasehold Mortgage upon a sale and assignment of the Leasehold Estate or shall mortgage Lessee's Leasehold Estate to an Institutional Investor, and if the holder



of such Leasehold Mortgage shall provide Lessor with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the Mortgagee, Lessor and Lessee agree that, following receipt of such notice by Lessor, the provisions of this Section shall apply in respect to each leasehold mortgage.

ii. In the event of any assignment of a Leasehold Mortgage or in the event of a change of address of a Leasehold Mortgagee or of an Assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to Lessor.

iii. After Lessor has received the notice provided for by subsections b.i. and ii. above, the Lessee, upon being requested to do so by Lessor, shall with reasonable promptness provide Lessor with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage as specified by the Lessor. If requested to do so by Lessor, the Lessee shall thereafter also provide the Lessor from time to time with a copy of each amendment or other modification or supplement to such instruments. From time to time upon being requested to do so by Lessor, Lessee shall also notify Lessor of the date and place of recording and other pertinent recording data with respect to such instruments as have been recorded.

c. Definitions.

i. The term "*Institutional Investor*" as used in this Section shall refer to a savings bank, savings and loan association, commercial bank, trust company, credit union, insurance company, college, university, real estate investment trust or pension fund. The term "Institutional Investor" shall also include other lenders of substance which perform functions similar to any of the foregoing, and which have assets in excess of fifty million dollars (\$50,000,000.00) at the time the Leasehold Mortgage loan is made.

ii. The term "*Leasehold Mortgage*" as used in this Section shall



include a mortgage, a deed of trust, a deed to secure debt, or other security instrument by which Lessee's Leasehold Estate is mortgaged, conveyed, assigned, or otherwise transferred, to secure a debt or other obligation.

iii. The term "***Leasehold Mortgage***" as used in this Section shall refer to a holder of a Leasehold Mortgage in respect to which the notice provided for by subsections b.i. and ii. have been given and received and as to which the provisions of this Section are applicable.

d. Consent of Leasehold Mortgagee Required. No cancellation, surrender or modification of the Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

e. Default Notice. Lessor, upon providing Lessee any notice of (i) default under the Lease, (ii) a termination of the Lease, or (iii) any other notice sent by Lessor under Section 29 of the Lease Agreement, shall at the same time provide a copy of such notice to every Leasehold Mortgagee. No such notice by Lessor to Lessee shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Leasehold Mortgagee. From and after such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Lessee after the giving of such notice to Lessee, plus in each instance, the additional periods of time specified in subsections f. and g. hereof to remedy, commence remedying or cause to be remedied the defaults specified in any such notice. Lessor shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Lessee. Lessee authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the premises by the Leasehold Mortgagee for such purpose.

f. Notice to Leasehold Mortgagee.

i. Anything contained in the Lease to the contrary notwithstanding, if any default shall occur which entitles Lessor to terminate the Lease, Lessor shall have no right to terminate the Lease unless, following the expiration of the period of time given Lessee to cure such default, Lessor shall



notify every Leasehold Mortgagee of Lessor's intent to so terminate at least 30 days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least 45 days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of subsection g. below of this Section shall apply if, during such 30 or 45 day Termination Notice Period, any Leasehold Mortgagee shall:

- (1) Notify Lessor of such Leasehold Mortgagee's desire to nullify such notice; and
  - (2) Pay or cause to be paid all rent, additional rent, and other payments then due and in arrears as specified in the Termination Notice to such Leasehold Mortgagee and which may become due during such 30 or 45 day period; and
  - (3) Comply or in good faith with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of the Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee, provided however, that such Leasehold Mortgagee shall not be required during such 45 day period to cure or commence to cure any default consisting of Lessee's failure to satisfy and discharge any lien, charge or encumbrance against the Lessee's interest in the Lease or the premises junior in priority to the lien of the mortgage held by such Leasehold Mortgagee.
- ii. Any notice to be given by Lessor to a Leasehold Mortgagee pursuant to any provision of this Section shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in subsection b.i.(1) unless notice of a change of Leasehold Mortgage ownership has been given to Lessor pursuant to subsection b.i.(2).

g. Procedure on Default.

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**LESSOR: PORT OF SKAGIT COUNTY**

**LESSEE: CC Beverage (U.S.) Corporation f/k/a Cascade Clear Water Co**



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- i. If Lessor shall elect to terminate the Lease by reason of any default of Lessee, and a Leasehold Mortgagee shall have proceeded in the manner provided for by subsection f. of this Section, the specified date for the termination of the Lease as fixed by Lessor in its Termination Notice shall be extended for a period of six months, provided that such Leasehold Mortgagee shall, during such six month period:
- (1) Pay or cause to be paid the rent, additional rent and other monetary obligations of Lessee under the Lease as the same become due, and continue its good faith efforts to perform all of Lessee's other obligations under the Lease, excepting (A) obligations of Lessee's to satisfy or otherwise discharge any lien, charge or encumbrance against Lessee's interest in the Lease or the premises junior in priority to the lien of the mortgage held by such Leasehold Mortgagee and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee; and
  - (2) if not enjoined or stayed, take steps to acquire or sell Lessee's interest in the Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.
- ii. If at the end of such six (6) month period such Leasehold Mortgagee is complying with subsection g.i., the Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Lessee's interest in the Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this subsection g. of this Section, however, shall be construed to extend the Lease beyond the original term thereof as extended by any options to extend the term of the Lease properly exercised by Lessee or a Leasehold Mortgagee in accordance with Section 3 of the Lease Agreement, nor to

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**LESSEE: CC Beverage (U.S.) Corporation f/k/a Cascade Clear Water Co.**



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require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, the Lease shall continue in full force and effect as if Lessee had not defaulted under the Lease.

iii. If a Leasehold Mortgagee is complying with subsection g.i. of this Section, upon the acquisition of Lessee's Estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise and the discharge of any lien, charge or encumbrance against the Lessee's interest in the Lease or the premises which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which the Lessee is obligated to satisfy and discharge by reason of the terms of the Lease, the Lease shall continue in full force and effect as if Lessee had not defaulted under the Lease.

iv. For the purposes of this Section, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of the Lease or of the Leasehold Estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of the Lease or of the Leasehold Estate hereby created so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Lessee to be performed hereunder, but the purchaser at any sale of the Lease and of the Leasehold Estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of the Lease and of the Leasehold Estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of this Section, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Lessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the Leasehold Estate. If the Leasehold

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Mortgagee or its designee shall become holder of the Leasehold Estate and if the buildings and improvements on the premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the building or other improvements only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the building or other improvements to the extent required by the Lease and should the Leasehold Mortgagee or its designee choose not to fully reconstruct the building or other improvements to the extent required by the Lease such failure shall constitute an event of default under the Lease.

v. Any Leasehold Mortgagee or other acquirer of the Leasehold Estate of Lessee pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Lessee's Leasehold Estate, sell and assign the Leasehold Estate on such terms and to such persons and organizations as are acceptable to such Leasehold Mortgagee or acquirer and to Lessor under Section 30 of the Lease Agreement and thereafter be relieved of all obligations under the Lease; provided that such assignee has delivered to Lessor its written agreement to be bound by all of the provisions of the Lease.

h. New Lease. Should Lessor terminate the Lease by reason of any default by Lessee hereunder, Lessor shall, upon written request by a Leasehold Mortgagee to Lessor received within sixty (60) days after such termination, execute and deliver a new lease of the Property to such Leasehold Mortgagee or its designee for the remainder of the term of the Lease with the same covenants, conditions and agreements as are contained herein; and provided further that Lessor's execution and delivery of such new lease of the premises shall be made without representation or warranty of any kind or nature whatsoever, either express or implied, including, without limitation, any representation or warranty regarding title to the premises or any improvements or the priority of such new lease. The Lessee under such new lease shall have the same right, title and interest in and to the improvements on the premises as Lessee under the Lease. Upon execution

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**LESSOR: PORT OF SKAGIT COUNTY**

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and delivery of such new lease, Leasehold Mortgagee, at its sole cost and expense, shall be responsible for taking such action as shall be necessary to cancel and discharge the Lease and to remove Lessee named herein and any other occupant from the premises. Lessor's obligation to enter into such new lease of the premises with Lender shall be conditioned as follows:

- i. Leasehold Mortgagee has remedied and cured all monetary defaults hereunder and has remedied and cured or has commenced and is diligently completing the cure of all non-monetary defaults of Lessee other than non-monetary defaults which are not capable of being cured by Leasehold Mortgagee;
- ii. If more than one holder of a Leasehold Mortgage requests such new lease Lessor shall have no duty or obligation whatsoever to determine the relative priority of such Leasehold Mortgages, and, in the event of any dispute between or among the holders thereof, Lessor shall have no obligation to enter into any such new lease if such dispute is not resolved to the sole satisfaction of Lessor within ninety (90) days after the date of termination of the Lease; and
- iii. That Leasehold Mortgagee pays all costs and expenses of Lessor, including, without limitation, reasonable attorneys' fees, real property transfer taxes and any escrow fees and recording charges, incurred in connection with the preparation and execution of such new lease and any conveyances related thereto.

i. Leasehold Mortgagee Need Not Cure Specified Defaults. Nothing herein shall require any Leasehold Mortgagee or its designee as a condition to its exercise of right hereunder to cure any default of Lessee not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, including but not limited to any breach of the provisions of Sections 4 and 11 of the Lease Agreement or that which is set forth in Sections 25 and 29 of the Lease Agreement regarding bankruptcy or insolvency of Lessee, hereof, in order to comply with the provisions of subsections (f.) or (g.) of this Section or as a condition to entering into the new lease provided for by subsection h. of this Section.



j. Casualty Loss. A Standard Mortgagee Clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied in the manner specified in the Lease and the Leasehold Mortgage shall so provide; except that the Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to the Lessee (but not such proceeds, if any, payable jointly to the Lessor and the Lessee) pursuant to the provisions of the Lease.

k. No Merger. So long as any Leasehold Mortgage is in existence, and unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the premises and the Leasehold Estate of Lessee therein created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and Leasehold Estate by Lessor or by Lessee or by a third party, by purchase or otherwise.

l. Security. If any Leasehold Mortgagee, its designee or other purchaser has acquired the Leasehold Estate of Lessee pursuant to foreclosure, conveyance in lieu of foreclosure or other proceedings, or has entered into a New Lease with Lessor in accordance with subsection h. of this Section, such Leasehold Mortgagee, its designee or other purchaser shall succeed to the rights of Lessee, if any, in and to the security provided by Lessee to Lessor pursuant to Section 9 of the Lease Agreement. In such event, Lessee shall no longer have any rights to such security, and Lessor shall hold such security for and on behalf of such Leasehold Mortgagee, its designee or other purchaser.

m. Estoppel Certificate. Lessor shall, without charge, at anytime and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently, if such request is made in connection with any sale or mortgaging of Lessee's Leasehold interest by Lessee), within 15 days after written request of Lessee to do so, certify by written instrument duly executed and acknowledged to any Mortgagee or purchaser, or proposed Mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether the Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of the Lease, in accordance with its tenor; (iii) as to the existence of any default hereunder; (iv) as to the existence of any offsets, counterclaims or defenses hereto on the part of the Lessee; (v) as to the commencement and expiration dates of the term of the Lease. Any such certificate may be relied upon by the Lessee and

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**LESSOR: PORT OF SKAGIT COUNTY**

**LESSEE: CC Beverage (U.S.) Corporation f/k/a Cascade Clear Water Co**



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any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Lessor.

n. Notices. Notices from Lessor to the Leasehold Mortgagee shall be mailed to the address furnished Lessor pursuant to subsection b. of this Section, and those from the Leasehold Mortgagee to Lessor shall be mailed to the address designated pursuant to the provisions of Section 34 of the Lease Agreement. Such notices, demands and requests shall be given in the manner described in Section 34 of the Lease Agreement and shall in all respects be governed by the provisions of that Section.

o. Erroneous Payments. No payment made to Lessor by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of the Lease; and a Leasehold Mortgagee having made any payment to Lessor pursuant to Lessor's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof provided he shall have made demand therefore not later than one year after the date of its payment.

6. A new paragraph is added to the Lease which reads as follows:

If a Leasehold Mortgage granted by Lessee is foreclosed upon or a deed is given by Lessee in lieu of foreclosure, the purchaser at the foreclosure sale or the grantee of a deed in lieu of foreclosure and its successors in interest are referred to as a "Successor Tenant". A Successor Tenant may segregate the use of the Property from that of the Manufacturing Parcel upon written notice to Lessor executed by the Successor Tenant. Upon such notice, the following provisions shall become effective to amend the Lease:

(a). Paragraph 2. of the February 1, 1999 LEASE AGREEMENT is amended so that the Lease term is thirty (30) years expiring on January 31, 2029, unless sooner terminated pursuant to any provision of the Lease. Paragraph 3. of the February 1, 1999 LEASE AGREEMENT is deleted and Lessee has no option to extend the Lease term.

(b). The cross-default provision in Paragraph 2. of the February 1, 1999 LEASE AGREEMENT is void and unenforceable and no default under the Manufacturing Parcel Lease (the "December 20, 1994 Lease") shall constitute a default under the Lease.

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**LESSOR: PORT OF SKAGIT COUNTY**

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(c). Paragraph 4.a. of the February 1, 1999 LEASE AGREEMENT is amended so that the Property may be used for any purpose permitted under applicable zoning law notwithstanding Paragraph 4. of the February 1, 1999 LEASE AGREEMENT.

(d). Paragraph 4.b. of the February 1, 1999 LEASE AGREEMENT is amended so that Lessee will maintain at least ten (10) equivalent full time employees on-site at all times.

7. All other terms and conditions of the February 1, 1999 LEASE AGREEMENT above referenced, except as herein amended to the contrary, are confirmed, ratified and continued in all respects and are to remain in full force and effect. This agreement shall bind and inure to the benefit of the successors and assigns of the Lessor and the successors and assigns of the Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this agreement. This agreement shall be effective between the parties upon execution of the last party.

**LESSEE:**

**CC Beverage (U.S.) Corporation**

By: Jay Duffy  
Jay Duffy, President

By: Tom Koltai  
Tom Koltai, Vice President Operations

**LESSOR:**

**PORT OF SKAGIT COUNTY**

By: Glen B. Allen Sr.  
Glen B. Allen Sr., Commission President

By: Jerry Kander  
Jerry Kander, Commission Secretary

The undersigned, the beneficiary and holder of a deed of trust encumbering the Property, hereby consents and agrees to the foregoing Agreement.

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**LESSOR: PORT OF SKAGIT COUNTY**

**LESSEE: CC Beverage (U.S.) Corporation f/k/a Cascade Clear Water Co.**



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**KEYBANK NATIONAL ASSOCIATION,**  
a national banking association

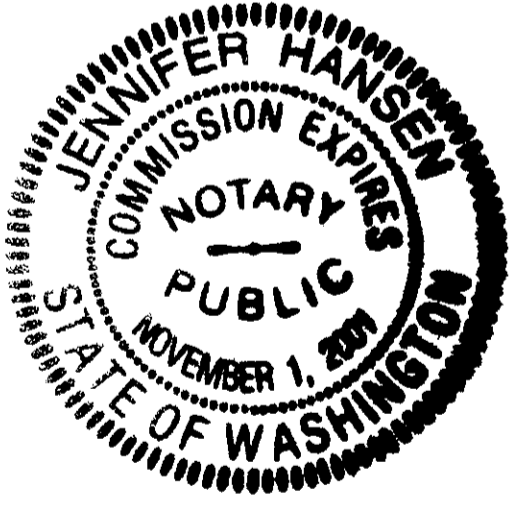
By *[Signature]* V.P.  
Signature of authorized representative

FRED J. HOLUBIK, VICE PRESIDENT  
Print name and title

STATE OF WASHINGTON )  
  : ss.  
COUNTY OF SKAGIT )

On this 18<sup>th</sup> day of April, 2000, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Glenn B Allen, Jr. and Jerry Kaufman, to me known to be the President and Secretary, respectively, of the Port Commission of the **PORT OF SKAGIT COUNTY**, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



*Jennifer Hansen*  
(Signature)  
Jennifer Hansen  
(Print Name)  
Notary Public in and for the State of  
Washington, residing at Whalcom  
My Commission expires: November 1, 2001

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LESSOR: PORT OF SKAGIT COUNTY  
LESSEE: CC Beverage (U.S.) Corporation f/k/a Cascade Clear Water Co.

