

When Recorded Return To:

Paul V. McCarthy

Lane Powell Spears Lubersky LLP

1420 Fifth Avenue, Suite 4100

Seattle, WA 98101-2338



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Skagit County Auditor

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FIRST AMERICAN TITLE CO.

Please print or type information **WASHINGTON STATE RECORDER'S COVER SHEET** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Second Amendment to Lease Agreement
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released: 9906170089 and 200005100049

Additional reference numbers on page no. of document

Grantor(s) (Last name first, then first name and initials)

1. The Port of Skagit County
- 2.
- 3.
- 4.

Additional names on page no. of document

Grantee(s) (Last name first, then first name and initials)

1. CC Beverage (U.S.) Corporation, a Washington corporation
- 2.
- 3.
- 4.

Additional names on page no. of document

Legal Description (Abbreviated: i.e., lot, block, plat or section, township, range) Lot 22 Hopper road Business Park AF# 200002230067

Additional legal on page no. N/A of document

Assessor's Property Tax Parcel/Account Number L109760

Assessor's Property Tax Parcel/Account Number not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

116413.0014/898264.1

**SECOND AMENDMENT TO LEASE AGREEMENT**

**Between**

**THE PORT OF SKAGIT COUNTY, Lessor**

**And**

**CC BEVERAGE (U.S.) CORPORATION, Lessee**

**I. RECITALS**

Whereas, the Port of Skagit County, a Washington Municipal corporation ("Lessor") and CC Beverage (U.S.) Corporation, a Washington corporation ("Lessee") are parties to a LEASE AGREEMENT dated February 1, 1999 and recorded under Skagit County Auditor's No. 9906170089, as amended by the FIRST AMENDMENT TO LEASE AGREEMENT dated April 13 and 18, 2000 and recorded under Skagit County Auditor's No. 200005100049 ("Lease"); and

Whereas, Lessor and Lessee have agreed to modify the Lease as set forth below; and

Whereas, Lessor and Lessee each acknowledge that the mutual promises contained herein are supported by adequate consideration received by each;

**II. AGREEMENT**

**It Is Hereby Agreed As Follows:**

A. Section 2, TERM, of the LEASE AGREEMENT is hereby amended as follows:

1. Paragraph shall read as follows: "The term of this lease shall be for thirty (30) years, commencing December 01, 2001 ("the Commencement Date"), unless sooner terminated pursuant to any provision of this Lease."

2. Paragraph 2 is deleted in its entirety.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 26 2002

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

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SECOND AMENDMENT TO LEASE AGREEMENT

Lessor: PORT OF SKAGIT COUNTY

Lessee: CC BEVERAGE (U.S.) CORPORATION

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B. Section 3, OPTION TO EXTEND, of the LEASE AGREEMENT is deleted in its entirety.

C. Section 4, BUSINESS PURPOSE/ BASE LINE ACTIVITY, of the LEASE AGREEMENT is amended to be named and read in its entirety as follows:

4. BUSINESS PURPOSE

It is understood and agreed that Lessee intends to use the Premises for an office building and to conduct such other activities as are incidental and reasonably related thereto. It is further understood that the above activities are the only type of activities to be conducted upon the Premises. Failure to perform the above type of activities or cessation of such activities or the carrying on of other type(s) of unauthorized activities shall constitute a material default by Lessee of this Lease. Lessee shall at all times operate on the Premises in a manner which will assure the safe, lawful and healthful use of the Premises. Lessee agrees that it will not disturb the Lessor or any other tenant of the Lessor by making or permitting any disturbances or any unusual noise, vibration or other condition on or in the Premises.

D. Section 6, PERIODIC RENTAL ADJUSTMENTS in the LEASE AGREEMENT, as amended by Section 3 of the FIRST AMENDMENT TO LEASE AGREEMENT is hereby changed to read as follows:

a. Rental shall be adjusted on December 1, 2000 and each third December 1 ("Change Date") thereafter during the lease term. The adjustments shall be according to the procedures below in paragraphs b and c.

b. (Section 6. b. unchanged)

c. Notwithstanding the provisions of subparagraph b. above, the rental adjustment occurring on December 1, 2006, and on each ninth (9<sup>th</sup>) December 1 thereafter shall be based on the market rental value of the property as defined and under the procedure set forth in paragraph 8, entitled PROCEDURE TO DETERMINE ADJUSTED RENTAL - FAIR

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MARKET VALUE. Accordingly, adjustments made under this subparagraph c. shall occur on December 1, in the years 2006, 2015, and 2024.

E. Section 1, (pages 2 & 3) of the FIRST AMENDMENT TO LEASE AGREEMENT shall be modified such that the following language shall be deleted in its entirety:

[The easement agreement 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.]

F. The remaining provisions of the Lease shall remain in full force and effect.

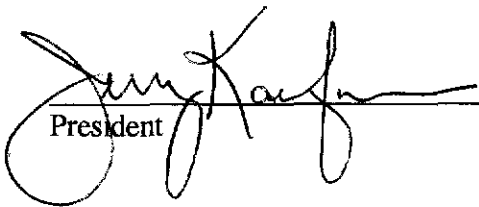
By their signatures below, the parties' agents represent that the governing board of each party has approved this agreement and he/she is authorized to execute this agreement on behalf thereof.

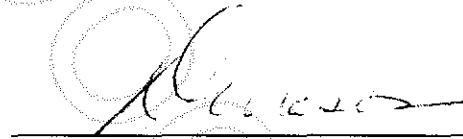
PORT OF SKAGIT COUNTY

CC Beverage (U.S.) Corporation,  
a Washington corporation

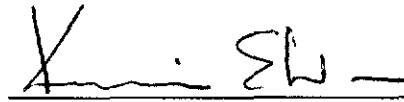
Date: 2-12-02

Date: 2/17/02

  
\_\_\_\_\_  
President

  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_  
Secretary

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SECOND AMENDMENT TO LEASE AGREEMENT

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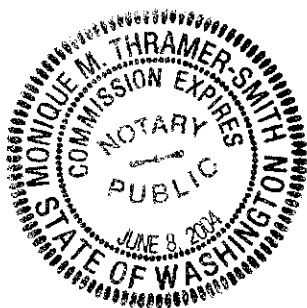
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STATE OF WASHINGTON )  
 )  
 ) SS  
COUNTY OF SKAGIT )

On this 12 day of February, 2002, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jerry Kaufman and Kevin E. Ware 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.



Monique M. Thrasher-Smith

monique m. Thrasher-Smith  
(Print Name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:

Burlington WA

My Commission expires: 6-8-04

State of Washington )  
 ) : ss.  
County of King )

On this 19<sup>th</sup> day of February, 2002, before me personally appeared DOUG MASON to me known to be the PRESIDENT of CC Beverage (U.S.) Corporation, a Washington corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and

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on oath stated that he was 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.



[Signature]

STEPHANIE SIMMONS RAY

(Print Name)

NOTARY PUBLIC in and for

Washington, residing at:

11725 82ND AVE. S., SEATTLE

My Commission expires: 5-17-04

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SECOND AMENDMENT TO LEASE AGREEMENT

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