

FIRST LEASE AMENDMENT PORT OF SKAMANIA AND MILLER DESIGN STUDIO LLC

This Amendment to the Lease is entered into this 1st day of November 2022 and amends the original lease agreement dated April 25th, 2022, (the "Lease") by and between the **Port of Skamania County (Port)**, a municipal corporation organized under the laws of the State of Washington, having its principal office at Stevenson, Skamania County, Washington, herein referred to as "Lessor," and **Miller Design Studio, LLC**, a Washington State Limited Liability Company, herein referred to as "Lessee."

Recitals: Whereas, both parties mutually desire to modify the original lease to change Lessee location from Suite C-5, in the Discovery II/ Teitzel Building to Suite C-11 in the Discovery II/ Teitzel Building and the lease rate.

I. Amendments: The parties agree to the following amendment:

Key: New Language: underlined
Deleted Language: ~~strikethrough~~

Recitals

1. Lessor is the sole owner of the real property, commonly known as the Discovery II/Teitzel Building, a Multi-Tenant Professional Building, located at 390 Evergreen Drive in North Bonneville, Washington 98639, hereinafter referred to as "the Premises".
2. Lessee desires to lease Suite ~~C-5~~ C 11 in the Premises, a window office with approximately 120 square feet of office space, plus shared common areas in premises (hallway, foyer, rest rooms and lunchroom/conference room), hereinafter "the common area," for the purpose of maintaining a private office.
3. The space is located in a multi-tenant facility and will include some restrictions on use.
4. The Port is willing to lease the Premises for the purposes stated above.
5. For the foregoing reasons, the parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities with respect to the Premises.
6. The Lessee may add additional offices to the lease premises by amendment should the spaces be available at the additional monthly lease rate of ~~\$264.25~~ \$270 for windowed offices and ~~\$158.55~~ \$170.00 for non-windowed offices for the remainder of the lease term at the Port's sole discretion and provided Lessee is not then in default.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION TWO
Terms and Conditions

1. The term of this lease agreement shall be month-to-month, beginning ~~April 25, 2022,~~ November 1, 2022 unless sooner terminated or extended in accordance with the terms of this agreement.
2. For use and occupancy of the Premises, Lessee shall pay Lessor rental according to the following schedule:
 - a. Lessee shall pay a monthly rental sum of ~~One Hundred Fifty Eight and 55/100 dollars (\$158.55)~~ Two Hundred Seventy and 00/100 Dollars (\$270.00) per month plus Washington State Leasehold Excise Tax as established by RCW 82.29A, and all rents and leasehold taxes are due and payable on or before the first day of each month, in advance, without demand. ~~Lessee may in Lessor's discretion rent available office spaces at the rate of Two Hundred Sixty Four and 25/100 dollars (\$264.25) per month per office with a window, and One Hundred Fifty Eight and 55/100 dollars (\$158.55) per month per interior office, plus leasehold taxes, insurance and utilities, provided Lessee is then current in its lease obligations.~~
 - b. Beginning January 1 of ~~2023~~2024, Rent (and applicable Leasehold Excise Taxes) shall be increased, and thereafter annually, (or unchanged in the event of a negative change) by a percentage equal to any positive annual percentage change in The Consumer Price Index for All Urban Consumers (CPI-U) for the West Urban area Size B/C 50,000-1,500,000 most recently published by the Bureau of Labor Statistics of the United States Department of Labor prior to the commencement of the second and third years of the Lease Term (as applicable), as compared to the CPI-U prior to the 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.
 - i. In the event The Consumer Price Index for All Urban Consumers (CPI-U) for the West Urban area Size B/C 50,000-1,500,000 is or has been no longer published, and a successor or substitute index is not available, a reliable governmental or other nonpartisan publication shall be selected by Lessor and used in lieu of such Consumer Price Index.

3. The Lessee shall bear responsibility to maintain building interior custodial upkeep to the premises ~~and landscaping.~~

II. Effect of Amendments: Except as so amended, all terms contained in the Lease are hereby reinstated, as though fully set forth herein.

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

LESSOR: PORT OF SKAMANIA COUNTY

By _____
Pat Albaugh, Executive Director

LESSEE: Miller Design Studio, LLC, a Washington Limited Liability Company

By _____
Michelle Miller, CEO

