

MODIFICATION OF LEASE #4

This Modification of Lease #4 ("Modification") is made between FERNDALE FOOD BANK ("TENANT") and the Whatcom Transportation Authority ("WTA"), and pursuant to the following agreed facts:

- A. On July 1, 2016 TENANT and WTA entered into a Lease/License Agreement ("Lease") relating to a portion of WTA's property located at 1671 Main Street, Ferndale Washington, which is legally described in Exhibit A of the Lease.
- B. This Lease is for five (5) year term, and renewable after the initial term, in five (5) year increments.
- C. Under the Lease, the Base Rent is subject to a two percent (2%) annual adjustment.

NOW, THEREFORE, for valuable consideration, and in conformity with the Lease, TENANT and WTA hereby make the following modifications to take effect.

1. MODIFICATION OF EXISTING LEASE: The following two sections are hereby added to the Lease:

a. Addition of Storage Container to Premises

TENANT will add a custom-built storage container which will be situated in the parking lot at a location mutually agreeable to TENANT and WTA. TENANT will pay all costs relating to the acquisition, installation, repair, maintenance, and removal of the storage container, and any repair or restoration of the Property or any other WTA property or equipment, arising from the installation, presence, use or removal of the storage container.

In the event the storage container is placed on any parking spaces, TENANT will pay all costs relating to the construction to replace any lost parking spaces, with such replacement to occur within a reasonable time.

TENANT shall keep the storage container in good repair and condition, and make all timely repairs and maintenance to the storage container.

TENANT shall only use the storage container for the storage of TENANT's items and property, and in association with TENANT's uses allowed under the Lease.

TENANT will provide proof of insurance coverage to WTA incorporating the addition of the storage container as required by Paragraph 13 of the original Lease.

b. Installation of Metal Roofed Covering on Property

TENANT will add a metal roof over the existing sidewalk from the parking lot to the building on the Property. TENANT will pay all costs relating to the acquisition, installation, repair, maintenance, and removal of the covering, and any repair or restoration of WTA property arising from the covering or its removal.

TENANT shall keep the roof in good repair and condition and make all timely repairs and maintenance to the roof.

TENANT will provide proof of insurance coverage to WTA incorporating the addition of the metal roofed covering as required by Paragraph 13 of the original Lease.

2. TERMS AND CONDITIONS OF EXISTING AGREEMENT REMAIN THE SAME

CONTRACTOR and WTA agree that except as modified above, the terms and conditions of the

original Lease shall remain in full force and effect.

3. COUNTERPARTS

Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

EFFECTIVE as of the final date of execution.

Whatcom Transportation Authority

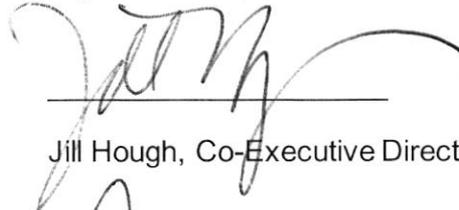


Les Reardanz, General Manager

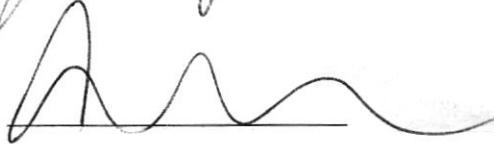
Ferndale Food Bank



^{Bessly}
Sigrid Williams, President, BOD



Jill Hough, Co-Executive Director



Andrew Babson, Co-Executive Director