

FIRST AMENDMENT TO RECREATIONAL FACILITY LEASE AGREEMENT

This First Amendment to Recreation Facility Lease Agreement (“First Amendment”) is entered this ____ day of _____, 2021, by and between the City of Lynden (“City” or “Lessor”), a Washington municipal corporation, and Davidson Fitness Inc. dba Forge Fitness Lynden, Inc. (“Lessee” or “Forge Fitness”), a corporation organized under the laws of the State of Washington, (individually “Party” and together “Parties”), for the purpose of amending that certain Recreational Facility Lease Agreement entered into between the Parties on November 18, 2020.

WHEREAS, the City and Forge Fitness entered into a Recreational Facility Lease Agreement for the old YMCA building and pool therein (“Building”) on November 18, 2020 (“Lease”); and

WHEREAS, the Parties mutually agree that the Building needs additional capital repairs and replacement of existing siding; and

WHEREAS, the current limitation in Section 6.2 of the Lease on reimbursement for capital expenditures is not sufficient for the required new siding on the Building; and

WHEREAS, the foregoing recitals are a material part of this First Amendment;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

- 1. Section 6.2 of the Lease shall be replaced in its entirety with the following new Section 6.2:

6.2 Reimbursement for Renovation. Lessee intends to renovate the Building. Subject to Section 7 herein, Lessor shall reimburse Lessee for Lessee’s documented out-of-pocket expenditures for design, construction, labor, and materials in Building Renovations (“Capital Expenditures”). Once per calendar year, on or before January 1, 2021, and each January 1 thereafter for so long as this Lease or renewal hereof remains in effect, Lessor shall reimburse Lessee for documented out-of-pocket Capital Expenditures up to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000.00) per year.

- 2. All other terms of the Lease shall remain in full force and effect.

In Witness Whereof, the parties have executed this agreement on the ____ day of _____, 2021.

LESSOR (Mayor Scott Korthuis)

Date

LESSEE (Forge Fitness)

Date

Acknowledged by City Clerk:

CITY CLERK (Pamela Brown)

Date

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Scott Korthuis and Pamela Brown are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as Mayor and City Clerk of the CITY OF LYNDEN to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

DATED: _____

_____. NOTARY PUBLIC in
and for the State of WA. My commission
expires _____

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as President of Forge Fitness to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

DATED: _____

_____. NOTARY PUBLIC in
and for the State of WA. My commission
expires _____