

FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT
(Neal Creek Mill Road, Hood River, Hood River County, Oregon, 97031)

This First Amendment to Purchase and Sale Contract (this “**First Amendment**”) is dated as of the later of the signature dates shown below (the “**1A Effective Date**”) and is entered into by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation (“**Seller**”), and **AMAZON.COM SERVICES LLC**, a Delaware limited liability company (“**Purchaser**”).

RECITALS

A. Seller and Purchaser entered into that certain Purchase and Sale Contract dated September 23, 2025 (the “**Contract**”), with respect to the purchase and sale of real property more particularly described in the Contract. Capitalized terms used but not otherwise defined herein will have the meanings ascribed to them in the Contract.

B. Pursuant to Section 5(d) of the Contract, Purchaser has exercised all of its two (2) options to extend the Inspection Period and deposited the Extension Fees in the amount of \$30,000.00 in total. As of the 1A Effective Date, the Inspection Period expired on July 20, 2026. Seller and Purchaser desire to amend the Contract to further extend the Inspection Period, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, Seller and Purchaser agree as follows:

1. Inspection Period. Notwithstanding the expiration of the Inspection Period under the Contract, Seller and Purchaser hereby agree that the Contract remains in full force and effect and that the Inspection Period is hereby reinstated and extended through 11:59 p.m., Pacific Time, on **Friday, April 16, 2027**. In consideration of the foregoing extension, provided that Seller is not in default beyond applicable notice and cure periods under the Contract, an additional \$15,000.00 of the Earnest Money shall become non-refundable to Purchaser, but remain in escrow and applicable to the Purchase Price at Closing. For the avoidance of doubt, provided that Seller is not in default beyond applicable notice and cure periods under the Contract, a total of \$65,000.00 of the Earnest Money has already become non-refundable to Purchaser, but remains in escrow and applicable to the Purchase Price at Closing, and the total amount that will be non-refundable as a result of this First Amendment will be \$80,000.00.

2. Representations and Warranties. Each party represents and warrants to the other (a) all action necessary to authorize the execution of this First Amendment has been taken by such party, and (b) the individual executing and delivering this First Amendment on behalf of such party has been authorized to do so, and such execution and delivery shall bind such party.

3. Binding Effect; Governing Law. This First Amendment is binding upon and will inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns. By executing below, Seller and Purchaser agree that the Contract remains in good standing, continues in full force and effect, and all of the terms and provisions of the Contract, as amended by this First Amendment, are hereby ratified and confirmed. If any provision of this First Amendment conflicts with those of the Contract, the provisions of this First Amendment will control. This First Amendment shall be governed by and construed in accordance with the laws of the State of Oregon.

4. Counterparts. This First Amendment may be executed in any number of copies and counterparts,

each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This First Amendment may be executed by electronic copy, including DocuSign.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the 1A Effective Date.

SELLER:

PORT OF HOOD RIVER,
an Oregon municipal corporation

By: _____

Name: _____

Title: _____

Date Signed: _____

PURCHASER:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____