

**AMENDMENT NO. 1 TO
BIOKARE INC. DBA ECKERT FINE BEVERAGES PURCHASE AGREEMENT
FOR RAW WATER FOR EXPORT**

WHEREAS, the City and Borough of Sitka (“Sitka”) and Biokare Inc. dba Eckert Fine Beverages (“ECKERT”) entered into the “Biokare Inc. dba Eckert Fine Beverages Purchase Agreement for Raw Water in Bulk for Export” (“Agreement”), on October 11, 2017;

WHEREAS, this Amendment No. 1 extends ECKERT deadlines by three additional years at Sections 3.1 and 3.2.

NOW, THEREFORE, Sitka and ECKERT agree to Amendment No. 1, which includes amending the Agreement as follows and as authorized pursuant to Section 20 of the Agreement (new language underline; deleted language stricken):

3. Water Volumes Contracted by ECKERT from Sitka.

3.1 Sitka will make available to ECKERT annually a total of 100 million gallons of raw water for export in a container size less than a 40-foot container van for a period of ~~36~~ 72 months immediately after the effective date of this Agreement (the ~~36~~ 72-month period). At the point when ECKERT exports 75 million gallons of raw water in an annual period during the ~~36~~ 72-month period, Sitka will make available to ECKERT an additional 50 million gallons of raw water for export for that annual period. At the conclusion of the ~~36~~ 72-month period, ECKERT's allocation of raw water will be governed by subsection 3.2 below, provided that ECKERT has met the minimum export volumes set out in this section. During the ~~36~~ 72-month period, ECKERT must take delivery of and export at least 75 thousand gallons of raw water. If ECKERT does not take delivery of and export at least 75 thousand gallons of raw water from Sitka during the ~~36~~ 72-month period, this Agreement shall, at Sitka's election, terminate and expire without further action by Sitka on the forty-fifth (45th) day after Sitka's sending of the Administrator's notice to ECKERT, in accordance with section 23 below, that ECKERT has failed to comply with this subpart, unless within said 45-day period ECKERT cures its failure to take delivery of and export at least 75 thousand gallons of raw water from Sitka.

3.2 Notwithstanding any other provision of this Agreement, if raw water delivered by Sitka to ECKERT and exported by ECKERT falls below 50 thousand gallons in any annual period of 12 consecutive months starting immediately after ~~60~~ 96 months after the effective date of this Agreement, this Agreement shall, at Sitka's election, terminate and expire without further action by Sitka on the forty-fifth (45th) day after sending of the Administrator's notice to ECKERT, in accordance with section 23 below, that ECKERT has failed to comply with this subpart, unless within said 45-day period ECKERT cures its failure to annually take delivery of and export at least 50 thousand gallons of water from Sitka.

DBA ECKERT FINE BEVERAGES

Date _____

By: Michael Eckert

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Michael Eckert, CEO for the **BIOKARE INC. DBA ECKERT FINE BEVERAGES**, an Alaska corporation, on behalf of the corporation.

Notary Public in and for the State of _____
My commission expires: _____

CITY AND BOROUGH OF SITKA, ALASKA

Date _____

By: John Leach

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this_____ day of _____, 2020, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

Notary Public in and for the State of Alaska
My commission expires: _____