

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE ("**First Amendment**"), dated as of January 20, 2015, is between PORT OF TACOMA ("**Lessor**"), and PUGET SOUND ENERGY, INC. ("**Lessee**").

RECITALS

- A. Lessor and Lessee are parties to that certain Lease, dated September 4, 2014 (the "**Original Lease**"), whereby Lessee leases certain property from Lessor, as further described therein. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Original Lease.
- B. The parties desire to enter into this First Amendment to address issues relating to coating requirements for galvanized metals, as further described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

AGREEMENT

- 1. **Incorporation of Recitals.** The Recitals are incorporated herein by reference.
- 2. **Coatings for Galvanized Metals.** The provision titled "Coatings for Galvanized Metals" in Exhibit C, Environmental Requirements, is hereby amended in its entirety to read as follows:

"Coatings for Galvanized Metals: Un-coated galvanized metals may be used by Lessee for equipment and structures exposed to natural elements, provided that Lessee incorporates enhanced treatment in its stormwater system that will provide compliance with governing stormwater regulatory requirements for stormwater discharges from the Premises. Lessee may also continue to use the existing galvanized metal fence until such use is no longer permitted by any applicable law or governmental agency. Any replacement of the fence in whole or in part shall be done with non-galvanized or coated surfaces."

- 3. **Continuing Effect.** Except as specifically provided in this First Amendment, the provisions of the Original Lease shall remain unchanged and in full force and effect. In the event of a conflict between the Original Lease and this First Amendment, this First Amendment shall control. All references to "Lease" shall mean the Original Lease and this First Amendment.
- 4. **Counterparts.** This First Amendment may be executed in one or more counterparts.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

LESSOR:

PORT OF TACOMA

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By Tong Zhu
Name Tong Zhu
Title Chief Commercial Officer

STATE OF WASHINGTON)

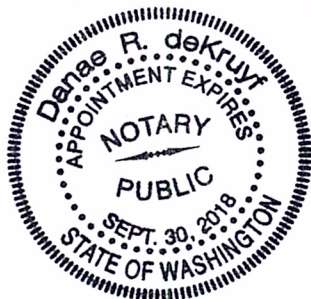
) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Tong Zhu is the person who appeared before me, and said person acknowledged that s/he was authorized to execute this instrument, and acknowledged it as the Chief Commercial Officer of **PORT OF TACOMA**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: January 20, 2015.

(Seal or stamp)



Danae R. deKruyf
Notary Signature

Danae R. deKruyf
Print/Type Name
Notary Public in and for the State of Washington,
residing at Pierce County, WA
My appointment expires 9-30-2018

LESSEE:

PUGET SOUND ENERGY, INC.

By Clay Riding
Name Clay Riding
Title Director, Natural Gas Resources

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Clay Riding is the person who appeared before me, and said person acknowledged that s/he was authorized to execute this instrument, and acknowledged it as the Dir., Nat. Gas Resources of **PUGET SOUND ENERGY, INC.**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: Jan. 16, 2015.

(Seal or stamp)

Janine M. Millard
Notary Signature

Janine M. Millard

Print/Type Name

Notary Public in and for the State of Wash.

residing at Kirkland, WA

My appointment expires 2-21-16

