

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Amendment") dated July 29th, 2015, is made and entered into by and between the PORT OF TACOMA ("Lessor"), and PUGET SOUND ENERGY, INC. ("Lessee").

### RECITALS

A. Lessor and Lessee are parties to a Lease dated September 4, 2014, as amended by a First Amendment To Lease dated January 20, 2015, regarding premises located at 901 and 1001 Alexander Avenue and 3533 E 11<sup>th</sup> St, Tacoma, Pierce County, Washington 98421 (the "Lease").

B. Lessor and Lessee agree to amend the Lease as set forth below.

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

### AGREEMENT

1. **Feasibility Period.** Effective as of the date of this Amendment, Sections 2.3.8 and 2.3.9 of the Lease are amended to provide that the EHW Lease shall not be terminated effective prior to March 31, 2016 without such tenant's prior written approval.

2. **Feasibility Period Fee and Construction Period Rent.** Effective as of the date of this Amendment, Sections 3.1 and 3.2 of the Lease are amended to provide that Lessee shall be entitled to a credit against Feasibility Period Fee and Construction Period Rent for each month that the EHW Lease remains in effect after August 31, 2015, in an amount equal to the amount per acre per month in Feasibility Period Fee or Construction Period Rent otherwise payable by Lessee under the Lease for each such month, multiplied by four (4) acres (the size of the EHW Lease premises).

3. **Savings Clause.** Except to the extent expressly modified by the provisions of this Amendment, the provisions of the Lease as previously amended shall remain unchanged and in full force and effect according to its terms and is hereby affirmed and ratified by Lessor and Lessee.

4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same agreement.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

LESSOR:

PORT OF TACOMA

By: [Signature]  
Its: Chief Commercial Officer  
Date: June 29th 2015

LESSEE:

PUGET SOUND ENERGY, INC.

By: [Signature]  
Its: DIRECTOR, NATURAL GAS RESOURCES  
Date: JUNE 23, 2015

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this 29th day of June, 2015 personally appeared before me the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, Monica Quinby, to me known to be the Chief Commercial Officer of the PORT OF TACOMA, a municipal corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument and that the seal affixed is the seal of said municipal corporation.

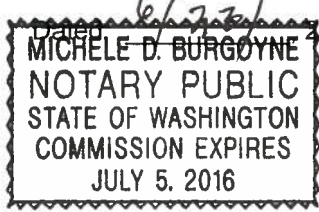


WITNESSE MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[Signature]  
Printed Name: Monica Quinby  
Notary Public in and for the State of Washington  
My appointment expires: 7-26-16

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that R. Clay Riding is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Dir. Natural Gas Resources of PUGET SOUND ENERGY, INC., a Washington corporation, to be the free and voluntary act of such entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the seal of said entity.



[Signature]  
Printed Name: Michele D. Burgoyne  
Notary Public in and for the State of Washington  
My appointment expires: \_\_\_\_\_