

EXHIBIT A

TO

APPLICATION OF PUGET SOUND ENERGY FOR AN ORDER APPROVING  
AMENDMENT TO SERVICE AREA AGREEMENT WITH THE PORT OF SEATTLE

Copy of First Amendment to Service Area Agreement

**FIRST AMENDMENT TO  
SERVICE AREA AGREEMENT**

This FIRST AMENDMENT TO SERVICE AREA AGREEMENT (this "First Amendment"), dated as of June 16, 2012, is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation ("PSE"), and Port of Seattle, a Washington municipal corporation ("Port"). PSE and the Port are sometimes referred to in this Agreement in the singular as a "Party" and in the plural as the "Parties."

**RECITALS**

A. PSE is a public utility company engaged in the business of rendering electrical service to the public located in certain areas of the State of Washington (including, but not limited to, portions of King County, Washington).

B. The Port is engaged in the business of rendering electrical service to the public located in certain areas of King County, Washington.

C. PSE and the Port entered into a Service Area Agreement dated January 10, 2006 ("SAA"), which was approved by the Washington State Utilities and Transportation Commission ("UTC") on March 15, 2006. The SAA commenced on the date of approval by the UTC and has a term of 25 years, unless earlier terminated pursuant to the terms of the SAA or by the UTC.

D. The SAA establishes a boundary between the service territory of PSE and the service territory of Port in King County, State of Washington.

E. Concurrent with the execution of this First Amendment, PSE and the Port will enter into a long-term ground lease ("Lease") whereby PSE will lease a portion of the Des Moines Creek Business Park site located at 24th Avenue S. and S. 216th Street in Des Moines, as legally described and shown in Exhibit A (the "Property") to be used by PSE as an emergency operations center and certain other uses more particularly described in the Lease. The Property is located within the Industrial Development District or "IDD" (as defined in the SAA), which is the Port's service area. As between PSE and the Port, except as provided otherwise in section 2.2 of the SSA or as agreed otherwise, the Port currently has the sole and exclusive right to provide electric service at retail to any and all Customers located at the Property. In conjunction with execution of the Lease, the Port and PSE agree it is appropriate to modify the SAA so that PSE can provide electric service to the Property it is leasing.

F. Specifically, PSE and the Port desire that Attachment 1 to Exhibit A of the SAA be amended to include the Property on the list of PSE's customers within the IDD, effective as of the effective date of the Lease. The parties desire that PSE have the sole and exclusive right to provide electric service to the Property upon approval of the amendment by the UTC.

**AGREEMENT**

The Parties therefore agree as follows:

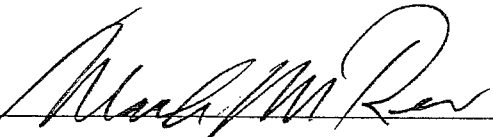
1. Attachment 1 to Exhibit A of the SAA is hereby amended to include the Property.
2. The foregoing amendment shall be effective upon written approval by the UTC.

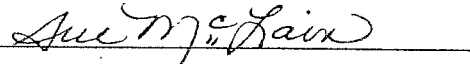
Except as provided above, the terms and conditions of the Service Area Agreement remain the same.

EXECUTED as of the day and year first above written.

PORT OF SEATTLE

PUGET SOUND ENERGY, INC.

By: 

By: 

Name: MARK REIS

Name: SUE McLain

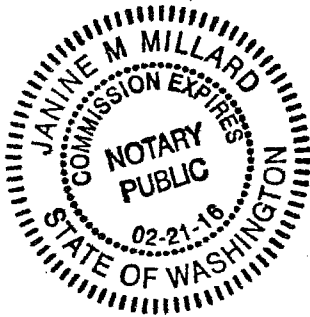
Its: MANAGING DIRECTOR, AVIATION

Its: Senior Vice President, Delivery Operations

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this 15<sup>th</sup> day of June 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sue McLain, to me known to be the person who signed as Vice President, Delivery Operation, of PUGET SOUND ENERGY, INC., the corporation that executed the within and foregoing instrument, and acknowledged 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 [~~he~~/she] was duly elected, qualified and acting as said officer of the corporation that [~~he~~/she] was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year of this certificate above written.



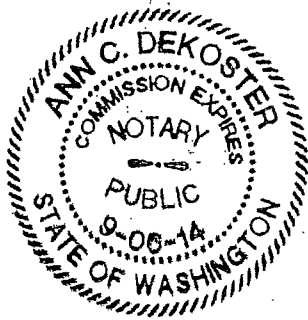
*Janine M. Millard*

NOTARY PUBLIC in and for the State of  
Washington, residing at Kirkland  
My appointment expires: 2/21/16

STATE OF WASHINGTON )  
 )  
COUNTY OF King ) ss.  
 )

On this 15<sup>th</sup> day of June 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Reis, to me known to be the person who signed as Managing Director of Aviation, of the Port of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly elected, qualified and acting as said officer of the municipal corporation that [he/she] was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year of this certificate above written.



NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My appointment expires 9/6/2014

## Exhibit A to First Amendment to Service Area Agreement

### Legal Description of Lease Property

That portion of the Southeast quarter of the Southwest quarter of Section 4 and the Northwest quarter of Section 9, Township 22 North, Range 4 East, W.M., in King County, Washington, more particularly described as follows

BEGINNING at a monument in case at the Northeast corner of said Northwest quarter, also being the intersection of 24th Avenue South and South 208th Street;  
THENCE North 88°26'09" West along the North line of said Northwest quarter, 30.00 feet to the Northerly extension of a line that is 30.00 feet West of and parallel with the East line of said Northwest quarter (said East line also being the centerline of 24th Avenue South);  
THENCE North 01°06'35" East along said Northerly extension, 30.00 feet to a line that is 30.00 feet North of and parallel with the North line of said Northwest quarter;  
THENCE North 88°26'09" West along said parallel line, 37.50 feet to the Westerly margin of said 24<sup>th</sup> Avenue as conveyed by Recording No. 20110325000371 and the TRUE POINT OF BEGINNING;  
THENCE South 01°06'35" West, 1476.76 feet along said Westerly margin to the South line of South 212th Street;  
THENCE North 88°53'25" West, 976.22 feet along said South line;  
THENCE South 01°06'35" West, 256.02 feet to a point of tangency;  
THENCE Southwesterly along the arc of a curve to the right, having a radius of 59.50 feet, through a central angle of 92°01'14", and an arc length of 95.56 feet;  
THENCE North 88°53'24" West, 499.66 feet to the East margin of State Highway S.R. 509 as condemned in King County Superior Court Cause number 753046 and conveyed to the State of Washington by deeds recorded under recording numbers 7105060274, 7201180290, 7206160326 and 7206160338;  
THENCE North 03°17'33" East, 101.18 feet along said East margin;  
THENCE North 13°19'33" West, 219.08 feet along said East margin;  
THENCE North 00°25'36" East, 144.17 feet along said East margin to the North line of the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 9;  
THENCE South 88°21'01" East, 345.57 feet along said North line to the Southwest corner of the Northeast quarter of the Northwest quarter;  
THENCE North 01°06'13" East, 658.97 feet along the West line of said Northeast quarter of the Northwest quarter to the Southeast corner of Northeast quarter of the Northwest quarter of the Northwest quarter;  
THENCE North 88°23'35" West, 175.01 feet along the South line of said Northeast quarter of the Northwest quarter of the Northwest quarter to the West line of the Plat of Mayvale No. 3, recorded in Volume 78 of plats, Page 55, records of King County, Washington;  
THENCE North 01°06'13" East, 80.04 feet along the West line of said Plat;  
THENCE South 88°23'33" East, 15.00 feet along the West line of said Plat;  
THENCE North 01°06'13" East, 190.00 feet along the West line of said Plat;  
THENCE North 88°23'33" West, 15.00 feet along the West line of said Plat;  
THENCE North 01°06'13" East, 358.80 feet along the West line of said Plat to the South margin of South 208th Street;

Project Name: Des Moines Creek Business Park  
May 18, 2012

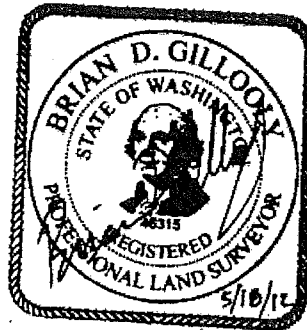
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153711.011.doc  
Reference Map: 15371EXH18.dwg

THENCE South 88°26'09" East, 175.01 feet along said South margin to the East line of the Northeast quarter of the Northwest quarter of the Northwest quarter;

THENCE North 01°06'13" East, 30.00 feet along said East line to said North line of the Northwest quarter of Section 9;

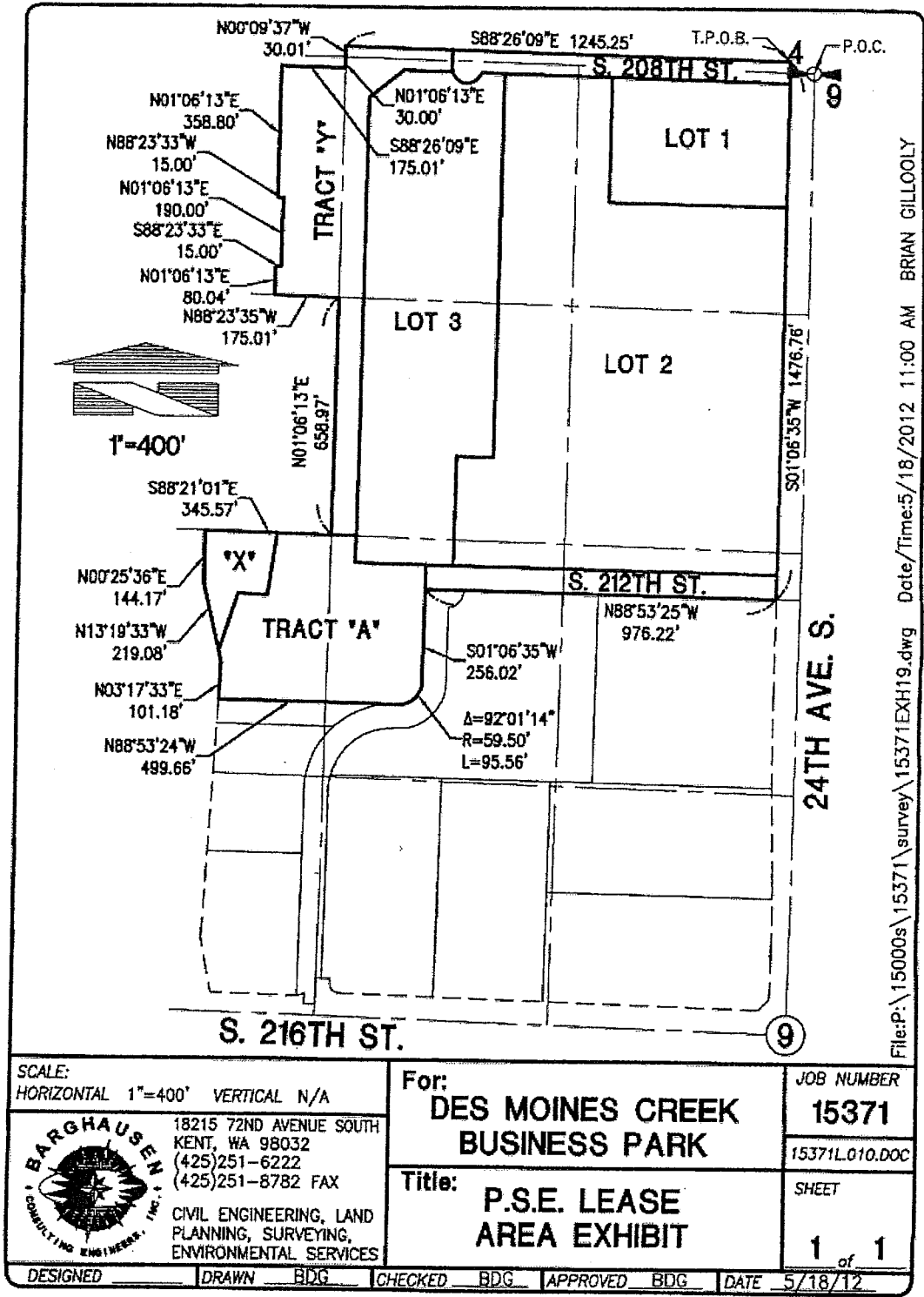
THENCE North 00°09'37" West, 30.01 feet along the West line of the Southeast quarter of the Southwest quarter of Section 4 to the North margin of said South 208th Street;

THENCE South 88°26'09" East, 1,245.25 feet along said North margin to the TRUE POINT OF BEGINNING.

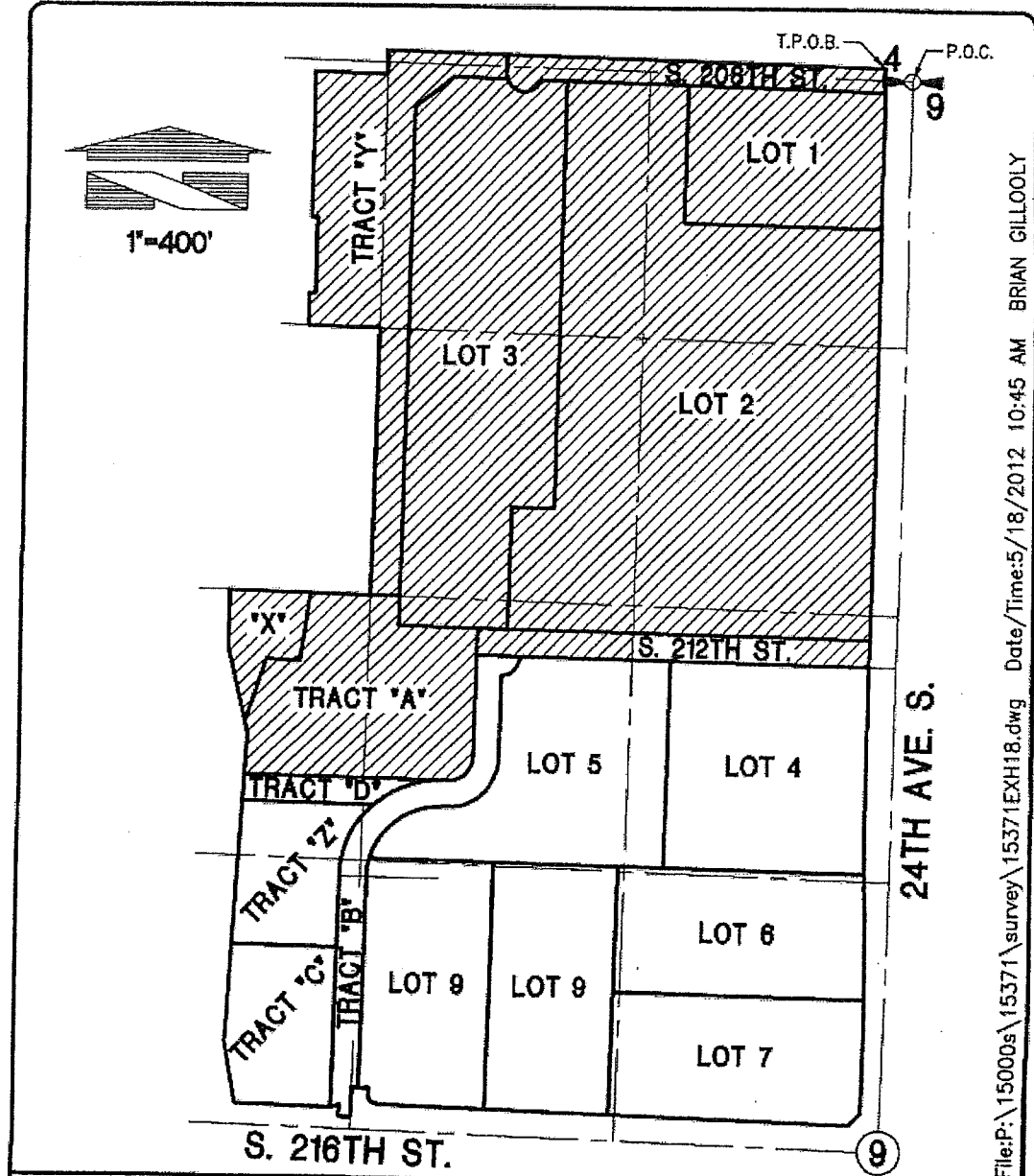


Project Name: Des Moines Creek Business Park  
May 18, 2012


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Reference Map: 15371EXH18.dwg







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SCALE: HORIZONTAL 1"=400' VERTICAL N/A		For: <b>DES MOINES CREEK          BUSINESS PARK</b>	JOB NUMBER <b>15371</b>
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		Title: <b>P.S.E. LEASE          AREA EXHIBIT</b>	15371L.010.DOC SHEET <b>1 of 1</b>
DESIGNED	DRAWN <u>BDG</u>	CHECKED <u>BDG</u>	APPROVED <u>BDG</u> DATE <u>5/18/12</u>