

ORIGINAL

FIRST AMENDMENT TO LEASE  
BETWEEN  
THE NORTHWEST SEAPORT ALLIANCE  
AND  
UNITED STATES COAST GUARD  
AT  
TERMINAL 46

THIS FIRST AMENDMENT TO LEASE is made as of \_\_\_\_\_, 20\_\_\_\_, by and between THE NORTHWEST SEAPORT ALLIANCE, a Washington port development authority ("NWSA"), as agent/licensee for the PORT OF SEATTLE, a Washington municipal corporation, hereinafter called "the Port," and THE UNITED STATES COAST GUARD (the "USCG") (the "Government" or "the Government"), under the authority of 14 U.S.C 501 (e), hereinafter called "Lessee,"

W I T N E S S E T H :

WHEREAS, the parties entered into a term lease agreement dated July 12, 2022, hereinafter called "Basic Lease," covering certain premises and activities by Lessee at Terminal 46, Seattle, Washington;

WHEREAS, the parties have agreed to an expanded Use of Premises; and

WHEREAS, as a result of this expanded Use, Government has authority adjust the Base Rent retroactive from the Rent Commencement Date forward; and

WHEREAS, the parties now wish to amend the Basic Lease to revise the Base Rent, Use of Premises and Stormwater Management.

NOW THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. Section 3.1 of the Basic Lease is hereby deleted in its entirety and replaced with the following:

3.1 Base Rent. Retroactive to July 7, 2022, (the "Rent Commencement Date"), Government agrees to pay the Lessor as annual rent (the "Base Rent") for the Premises the sum of THREE MILLION THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$3,375,000.00), at the rate of \$281,250.00 per month in arrears, provided appropriations are granted by Congress. Rent for a lessor period shall be prorated.

2. Section 4.1 of the Basic Lease is hereby deleted in its entirety and replaced with the following:

4.1 Use of Premises. Government shall use the Premises for Government use and shall not use them for any other purpose without the written consent of the Lessor for the dockage, maintenance activities and the general logistics support of two cutters along the wharf. In addition, the setup of temporary support mobile units, operation and support tents and the set-up of utilities to support the displaced USCG staff related to the dredging and remediation of Basin 36 and widening of Pier 36.

3. Section 12.8 of the Basic Lease is hereby deleted in its entirety and replaced with the following:

12.8 Stormwater Management. Government will comply with all applicable stormwater regulations and shall apply for and hold as permittee any other applicable stormwater permit. It shall be Government's sole responsibility to determine which requirements and permit(s) are applicable. Government shall implement and perform all best management practices ("BMPs") necessary to meet the requirements of the applicable stormwater regulations. Government shall keep onsite a spill kit capable of handling minor spills and/or

ORIGINAL

leaks from parked vehicles or other sources of potential pollution. In the event of a spill or leak to a drainage structure, Government shall notify the Port of Seattle's 24-hour Port Dispatch Line at (206) 787-3350.

4. Except as expressly amended herein, all provisions of the Basic Lease (as previously amended) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

LESSOR  
NORTHWEST SEAPORT ALLIANCE  
as agent for the Port of Seattle

LESSEE  
THE UNITED STATES COAST GUARD

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Notary to First Amendment to Lease  
with The United States Coast Guard  
at Terminal 46.

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF KING         )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of THE NORTHWEST SEAPORT ALLIANCE, the port development authority 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 s/he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
Notary Public, in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF KING         )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the \_\_\_\_\_, the individual/entity that executed the within and foregoing instrument as Lessee, and acknowledged said instrument to be the free and voluntary act and deed of said individual/entity, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
Notary Public, in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

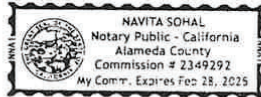
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Contra Costa )  
 On 04/27/2023 before me, NAVITA SOHAL, Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared David Brumby  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____