

**FIRST MODIFICATION TO SERVICES AGREEMENT
PROPERTY MANAGEMENT SERVICES**

WHATCOM TRANSPORTATION AUTHORITY, a Washington Public Transportation Benefit Area (hereinafter "WTA") and **PACIFIC CONTINENTAL REALTY, LLC** a Washington State Limited Liability Corporation (hereinafter the "Consultant"), in consideration of the mutual covenants herein, agree as follows:

1. **EXISTING AGREEMENT MODIFIED:** WTA and the Consultant entered into the Agreement on March 31, 2026, which is incorporated herein by this reference (hereinafter the "Agreement"). The parties hereby modify that Agreement.
2. **MODIFICATIONS TO EXISTING AGREEMENT:** The Agreement is modified in the following respect:
 - 2.1 The Scope of Work as originally set forth in Section 3 of the Agreement is hereby modified to include 4041 and 4045 Bakerview Spur in Bellingham, Washington.
 - 2.2 Consultant's monthly rate as originally set forth in Section 5.b of the Agreement is hereby increased by \$900.00, bringing Consultant's total monthly rate to \$1,800.00 for all properties managed under this Agreement.
 - 2.3 Consultant shall establish and maintain, through the term of this Agreement and any extensions thereto, a separate trust account for the receipt, deposit, holding, and disbursement of all tenant rent payments and other tenant funds collected on behalf of WTA in connection with the properties managed under this Agreement. The trust account shall:
 - a. Be maintained in a federally insured financial institution authorized to conduct business in the State of Washington;
 - b. Be segregated from Consultant's operating accounts and all other funds belonging to Consultant;
 - c. Be used solely for funds received on behalf of WTA and for authorized disbursements related to management of the properties covered under this Agreement;
 - d. Include accounting records sufficient to identify all receipts, deposits, disbursements, balances, and transactions associated with each managed property;
 - e. Be subject to inspection, audit, and review by WTA upon reasonable notice; and
 - f. Comply with all applicable federal, state, and local laws, regulations, and generally accepted accounting practices applicable to fiduciary handling of client funds.

Consultant shall provide WTA with the name and location of the financial institutions, the account title, and any updated account information upon request. Consultant shall remit funds and provide financial reporting in accordance with the requirements of this Agreement and any applicable property management procedures established by WTA.

Consultant shall be fully responsible for the safeguarding of all tenant funds collected under this Agreement and shall promptly notify WTA of any actual or suspected loss, misappropriation, discrepancy, or unauthorized access involving such funds.

3. **TERMS AND CONDITIONS OF EXISTING AGREEMENT REMAIN THE SAME:** The parties agree that, except as specifically provided in this modification, the terms and conditions of the Agreement continue in full force and effect.

Les Reardanz

Signed: ~~Wednesday, May 13, 2026~~

Les Reardanz, General Manager
Whatcom Transportation Authority

Ryan A. Martin

Signed: ~~Wednesday, May 13, 2026~~

Ryan Martin, Co-Owner, Broker
Pacific Continental Realty, LLC