

## FIRST AMENDMENT TO RENTAL CAR LEASE AND CONCESSION AGREEMENT

THIS FIRST AMENDMENT TO RENTAL CAR LEASE AND CONCESSION AGREEMENT (the "Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2009 by and between the PORT OF SEATTLE, a Washington municipal corporation, and \_\_\_\_\_, a \_\_\_\_\_ corporation.

WHEREAS, the Port of Seattle and \_\_\_\_\_ are parties to that certain Rental Car Lease and Concession Agreement dated November 1, 2004 (the "Agreement"); and

WHEREAS, the parties wish to extend the term of the Agreement and, for the extension term, make certain other revisions to the Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Definitions. Capitalized terms that are undefined in this Amendment shall have the same meaning specified in the Agreement. In addition, the term "Opening Date" shall have the meaning set forth in Attachment 1 to that certain Consolidated Rental Car Facility Lease Agreement between the parties dated June \_\_, 2008.
2. Extension of the Term. Unless earlier terminated pursuant to any provision of the Agreement, the Term of this Agreement is hereby from November 1, 2009 until the Opening Date (the "Extension Term").
3. Minimum Annual Guarantee. Notwithstanding Section 5.1.1.2 of the Agreement, for each Agreement Year of the Extension Term, the Minimum Annual Guarantee shall be the lesser of: (i) an amount equal to eighty percent (80%) of the total amount (whether by Minimum Annual Guarantee or Percentage Fees) paid or payable by Concessionaire to the Port for the previous Agreement Year or the Minimum Annual Guarantee for the first Agreement Year set forth in Section 5.1.1.1 of the Agreement, whichever is greater, or (ii) ten percent (10%) of Concessionaire's Gross Revenues for the Agreement Year commencing November 1, 2008 and ending October 31, 2009.

4. Other Terms Unaffected. Except as expressly set forth in this Amendment, all other provisions of the Agreement shall remain in full force and effect.

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

PORT OF SEATTLE

\_\_\_\_\_

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

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

: ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_ 2009 before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ 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 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 \_\_\_\_\_ 2009, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the within and foregoing instrument at Concessionaire, 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: \_\_\_\_\_