

SEVENTH AMENDMENT
TO
GROUND LEASE

THIS SEVENTH AMENDMENT to Ground Lease is entered into the 1st day of October, 2013 (the “Effective Date”), by and between the PORT OF SEATTLE, a Washington municipal corporation, (the “Port”) and AMB/AFCO CARGO SEA LLC, a Delaware limited liability company, (“Lessee”).

W I T N E S S E T H :

WHEREAS, the Port and Avia Development Group-Sea, Inc. entered into a certain Ground Lease dated August 25, 1987, as amended, (the “Lease”) covering Lessee’s occupancy of certain described Premises at the Seattle-Tacoma International Airport for the construction and operation of an air cargo terminal; and

WHEREAS, the Lease was subsequently assigned to Lessee and the Port consented to said assignment pursuant to that certain Consent to Assignment, dated October 19, 2000; and

WHEREAS, the Port issued a letter dated October 2, 2012, terminating the Lease for a major capital improvement pursuant to Paragraph 22(a) of the Lease; and

WHEREAS, Lessee has requested that, rather than terminating the Lease, the Port amend it in order that Lessee may continue to lease those portions of the Premises that are not necessary for the construction of the Port’s major capital improvement project referenced in the Port’s termination letter of October 2, 2012; and

WHEREAS, the Port is willing to retract the lease termination letter and amend the Lease and delete certain portions of the Premises not necessary for the Port’s planned capital improvement, on the terms and conditions set forth below.

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

1. Paragraph 1 of the Lease (LEASED PREMISES – EASEMENT) as amended by the Second Amendment to Lease is hereby deleted in its entirety and replaced with the following:

1. (LEASED PREMISES – EASEMENT). The Port hereby leases to Lessee, and Lessee hereby leases from the Port, land situated at Seattle-Tacoma International Airport (“Sea-Tac”) containing 226,837 square feet referenced as Lease Areas A, B and C (the “Lease Areas”), as depicted and legally described in Exhibit A-3 p. 1, attached hereto and incorporated herein by this reference, together with an

easement (the “Easement”) for ingress and egress as depicted and legally described in attached Exhibit A-3 p 2, attached hereto and incorporated herein by this reference (collectively, at times, the Lease Areas and the Easement are referenced herein as the “Premises”). The Port reserves the right to the equal, joint and common use of the Easement with Lessee and/or to assign or lease such rights to third parties. Lessee acknowledges that the Easement is presently subject to a lease between the Port and Sea-Tac Cargo Limited Partnership. The Port reserves the right to assess rental for the Easement of up to fifty percent (50%) of the then current rental for the Premises determined on a per square foot basis. Commencing on the Effective Date, all references to Exhibit A-2 in the Lease shall be deemed to refer to Exhibit A-3.

2. Commencing on the Effective Date, Lessee shall pay as monthly rental for the Premises the sum of TWENTY-SIX THOUSAND TWO HUNDRED FIVE AND 61/100 DOLLARS (\$26,205.61), computed as follows:

Lease Areas A, B, and C: $226,837 \text{ s.f.} @ \$1.28/\text{s.f./yr.} = \$290,351.36/\text{yr.} \div 12 = \$24,195.95/\text{mo.};$ plus

Easement: $37,682 \text{ s.f.} @ \$0.64/\text{s.f./yr.} = \$24,116.48/\text{yr.} \div 12 = \$2,009.71/\text{mo.}$

3. The amount of lease bond or other security (the “Lease Security”) furnished by Lessee pursuant to the Lease shall be adjusted consistent with the revised monthly rental under Paragraph 3 of this Seventh Amendment. Lessee shall provide the Port written evidence of the Lease Security in a form satisfactory to the Port.
4. The Port shall, no later than thirty (30) days after the date first written above, pay Lessee FIVE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED THIRTY-TWO AND 51/100 DOLLARS (\$544,432.51) as reimbursement for the unamortized portion of the leasehold improvements made by Lessee to that portion of the Premises deleted from the Lease in accordance with this Seventh Amendment and pursuant to Paragraph 23 of the Lease.
5. Paragraph 35 of the Lease (Port Secondary User Rights) is hereby deleted in its entirety and replaced with the following:

35. SECONDARY USER RIGHTS

(a) Lessee grants to the Port a right to secondary use of the Lease Area B of the Premises, depicted and legally described on Exhibit A-3 (the “Lease Area B Premises”) for itself and such others authorized by the Port (collectively, the “Secondary User”) for the parking of aircraft for servicing and support operations. Prior to exercising its rights under this Paragraph 35, the Port will first (i) reasonably determine that assignment of aircraft parking at Port – owned common use hardstands is not available or is not operationally feasible and (ii) contact the Lessee’s local representative to assist in making the Lease Area B Premises available for the Secondary User and the timing therefor.

(b) In the Port's exercise of Secondary User rights under this Paragraph 35, the provisions of Paragraph 16 (Liability and Indemnity) of the Lease shall only apply to the extent of Lessee's negligence for damages and injuries which occur at the Lease Area B Premises during any period of secondary use.

(c) The Port shall provide Lessee with an area in reasonable proximity to which Lessee can relocate any equipment parked/stored on the Lease Area B Premises for the period of use the Secondary User remains on the Lease Area B Premises. If the Secondary User exceeds its Port assigned period of use on the Lease Area B Premises, the Port shall permit Lessee to continue parking/storing its equipment in the area originally assigned to it by the Port until the Secondary User's aircraft departs from the Lease Area B Premises. In the event the Port exercises its right of secondary use, Lessee shall be entitled to bill the actual user for such use in an amount equivalent to such amount as the Port charges for similar aircraft parking pursuant to published tariffs.

(d) The Port shall indemnify, defend and hold harmless Lessee, its directors, officers, agents and employees from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments including reasonable attorneys fees and expenses, for the death of or bodily injury to any person and for loss of damage to or destruction of any property in any manner arising out of the negligent or intentional acts or omissions of the Port or Secondary User, their agents, employees or any person for whose acts or omissions the Port or Secondary User, their agents or employees may be responsible, in the use of the Lease Area B Premises.

6. Except as amended herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this SEVENTH Amendment to Ground Lease as of the date first above written.

PORT OF SEATTLE
a municipal corporation of the
State of Washington

AMB/AFCO Cargo SEA LLC
a Delaware limited liability company

By: Authorized Person

By _____
Its _____

By _____
[Name] _____
[Title] _____
of Prologis, Inc., a Maryland corporation

STATE OF _____)
_____) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the _____, a corporation of the State of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of _____,
residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
_____) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the PORT OF SEATTLE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____
My Commission Expires: _____