

**First Amendment to 2009 Term Lease between
Port of Seattle and BT Property LLC for Air Cargo Building**

This First Amendment to Lease is made as of _____, 2014 between the Port of Seattle, a Washington municipal corporation ("Port") and BT Property LLC, a Delaware limited liability company ("Lessee").

WITNESSETH:

Whereas, the parties entered in a lease agreement dated December 16, 2009, titled Term Air Cargo Building Lease, hereinafter called the "Basic Lease." The subject of the Basic Lease is the Premises located at 2625 South 161st Street, in King County, Washington, legally described in Exhibit A and depicted in Exhibit B of the Basic Lease.

Whereas, the Basic Lease expires on May 31, 2014, and the parties have negotiated to extend the Basic Lease to December 31, 2018.

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

A. Section 2 (Term) of the Basic Lease shall read as follows:

This Lease shall be for a term of nine (9) years, commencing on January 1, 2010, and expiring on December 31, 2018, unless sooner terminated pursuant to any provision of this Lease.

B. Section 3 (Rent) of the Basic Lease shall be amended to add paragraph 3(b) and shall read as follows:

- (b) The Land Rent and Building Rent set forth in Paragraph 3(a) shall each be adjusted on June 1, 2015, and on June 1st in each consecutive year thereafter by a percentage equal to the percentage increase for the previous year in the Consumer Price Index for All Urban Consumers, U.S. City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics, or at the Port's option for the Seattle-Tacoma-Bremerton Area (1982-4= 100) (the "CPI"). The computation will be completed within 90 days of June 1, 2015, upon publication of the Consumer Price Index, and the adjustment will be retroactive to June 1, 2015. In no event will the Port adjust the Base Rent downward as a result of a change in the CPI. If the CPI is not published for any month pertinent to such calculation, the percentage adjustment shall be calculated with reference to the most recent month for which the CPI has been published. If the CPI is discontinued or revised during the Lease term, the Port, and Lessee will mutually agree upon such other government index or computation with which it is replaced and such government index or computation shall be used in order to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised.

C. Except as expressly provided herein, all provisions of the Basic Lease 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:

LESSEE:

PORT OF SEATTLE,

BT Property LLC,

a Washington municipal corporation

a Delaware limited liability company

By: _____

By: _____

Its: _____

Its: _____