



March 30, 2012

Seattle/Tacoma International Airport
Port of Seattle
Attn: Jeff Wolf

Re: SEA Airport Prepayment Terms

Dear Jeff,

Per our conversation yesterday afternoon, we can offer the following Prepayment Terms under our Rewards Program Administration Agreement with Seattle-Tacoma International Airport/Port of Seattle:

- 1) If the Port of Seattle prepays for the next 12 months of monthly invoices, to be dated March 31, 2012 through February 28, 2013, Thanks Again will provide a 10% discount to the Port of Seattle.

Discounted Structure (Minus the one month already into the program)

March, April 2012 - \$2000/Month - May 2012- \$3000/Month
June, July 2012 - \$3000/Month - August 2012 - \$4000/Month
September, October 2012- \$4000/Month - November 2012 - \$6000
December 2012 - \$6000/Month - January and February 2013 - \$6000

- Parking Charge for 12 months is \$49,000
 - Concessions Charge for 12 months is (\$1,500 x 12 = \$18,000)
- 2) Given the anticipated monthly invoices for 12 months for the total of \$67,000, the savings to the Port of Seattle would be \$6,700. Therefore the net prepayment would be \$60,300 (\$67,000 - \$6,700 = \$60,300).
 - 3) If the airport chooses to terminate the Rewards Program Administration Agreement during the 12-month prepaid period (i.e., prior to 2/29/2013), Thanks Again will return the pro-rata portion of the remaining prepaid dollars [e.g., with a 90 day advance notice of termination during the 6th month, Thanks Again would repay the Port of Seattle three (3) months' worth of discounted program fees = (\$5,583.33 - \$558.33) * 3 = \$15,075].

Thank you and Best Regards,

Marc E. Ellis
CEO

Rewards Program Administration Agreement

This Rewards Program Administration Agreement (this “Agreement”) is made and entered into on the 10th day of January, 2012, by and between Thanks Again, LLC, a Delaware limited liability company (“Thanks Again”) and the Port of Seattle, a public agency organized under the laws of the State of Washington (“the Port”) which operates the Seattle-Tacoma International Airport (herein, “Sea-Tac”) (each a “Party” and, collectively, the “Parties”).

RECITALS:

WHEREAS, Thanks Again owns and operates a rewards program (the “Thanks Again Rewards Program”) which helps businesses maintain and build loyalty by enabling customers to seamlessly earn credits from one of several major airline frequent flyer programs (or other types of rewards) with each purchase;

WHEREAS, the Port desires to promote patronage of the parking facilities it operates for travelers;

WHEREAS, the Port desires to work with the concession operators who that lease space at Sea-Tac (“Concessions”) to promote patronage of the Concessions; and

WHEREAS, the Port desires to develop an active listing of the people who utilize the Sea-Tac facilities so that the Port can more effectively market to, and communicate with, those people;

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the Parties hereby agree that the statements above are correct and as follows:

Article I Program Basics

A. Program Branding.

The Port will establish a name and branding for a rewards program for passengers who utilize Sea-Tac (for purposes of this Agreement, “Sea-Tac Rewards”). The Sea-Tac Rewards program will originally have two components: one related to Port-operated parking and the other related to Concessions operations. Thanks Again will set-up a secure enrollment page for the program at a customized landing page (URL) provided by Thanks Again at thanks.portseattle.org, a sub-domain controlled by the Port. In addition, Thanks Again will set-up a second secure enrollment page for the program (focused on the Concessions operations) at thanks.seatacshops.com, a sub-domain controlled by the Port. Except to the extent that the context otherwise clearly requires, these two secure enrollment pages shall be singularly referred to as the “Program Site.” Thanks Again will provide the components of the Program Site needed to securely register Members and allow Members to view their status and accrued points. The Port will link to the Program Site from its Port-controlled website related to operations at Sea-Tac.

B. Basic Operation.

The functionality that Thanks Again provides to the Program Site will enable customers to securely enroll by registering their credit or debit cards, and selecting their preferred type of reward. Thanks Again will then provide the processing of credit card data from the Port and the Concessions so that enrolled customers (“Members”) will automatically accrue frequent flyer miles or their other selected rewards (“Member Rewards”) each time they pay with their registered cards at either the Port operated parking facility (the “Port Parking Operation”) or at an enrolled merchant with the Concessions program at Sea-Tac. Thanks Again will provide the accounting of the reward accruals, and the purchase and posting of the Member Rewards, as well as reporting functions, all as described below.

C. Solicitation of Concession Operators.

Within 30 days of the execution of this Agreement, the Port shall notify the Concession operators of the new program, provide information on Sea-Tac Rewards, and request that the Concession operators enroll. No airline, hotel, rental car provider, parking service, or other transportation service provider will be deemed to be a Concession. After such initial notification, the Port shall notify new concessions operators within 30 days of commencement of business of the Sea-Tac Rewards program and request their participation.

D. Enrollment of Concessions as participating Sea-Tac Merchants.

Thanks Again shall perform final coordination and shall set up each Concession account using standard Thanks Again Rewards Program enrollment documents, including an authorization for the Concession’s credit card processor to provide transaction data to Thanks Again’s data vendor, as described below (“Merchant Authorization”). Concession operators that register shall be identified in the Thanks Again Rewards Program administrative documentation as “Sea-Tac Merchants.” Thanks Again will notify the Port of completed enrollment by each Concession within five business days of the enrollment.

E. Marketing the Program to Customers.

The Port shall have the primary role in marketing Sea-Tac Rewards to the Port customers, and will provide, in its discretion, promotion of the program in the Sea-Tac facility, printed information to patrons of the the Port Parking Operation, and other marketing of the program. Thanks Again shall promote the program to the Members (as defined below) of the Thanks Again Rewards Program, and shall provide such other consultation and assistance as the Parties deem to be appropriate. For instance, Thanks Again may provide business development support or promotional support outside of Sea-Tac, such as the solicitation of additional participating merchants in and around the greater western Washington State area, which will contribute to the overall customer base of the Program. Notwithstanding the foregoing, Thanks Again agrees to provide the promotional services set forth on Exhibit B to help launch and promote Sea-Tac Rewards at the Airport. Thanks Again shall reasonably coordinate these services with the Port to maximize the joint effect of any launch effort.

F. Member Enrollment.

The Program Site will be developed by Thanks Again with input from the Port. The Program Site will include a page for customers to learn about Sea-Tac Rewards, as well as a link to a view of their accrued rewards (the “**Sea-Tac Member Page**”). The Port and Thanks Again shall jointly develop the enrollment functions, with the primary access for customers who want to enroll in Sea-Tac Rewards being through the Sea-Tac Member Page. In order to enroll as Members, customers will register one or more payment cards, select their preferred type of award, and provide certain identifying information. Customers who so enroll shall be enrolled in the general membership of the Thanks Again Rewards Program, but shall be identified in the Thanks Again Rewards Program administrative documentation as “**Sea-Tac Members.**” However, as explained below, all members of the Thanks Again Rewards Program shall be entitled to earn rewards at Sea-Tac Merchants.

G. Rewards Partner Participation.

The airlines and other entities from which Thanks Again purchases rewards are referred to as “**TA Rewards Partners.**” Thanks Again shall make available to the Members all rewards from any TA Rewards Partner that Thanks Again works with, provided that the TA Rewards Partners do not object to having Sea-Tac Merchants (or a particular Sea-Tac Merchant) as participating merchants in their reward programs. The Port may promote particular rewards as long as the Port complies with any requirements that Thanks Again is subject to with regard to the use of the TA Rewards Partner logo(s) or mark(s), which restrictions usually include having all materials that will include the marks pre-approved by the applicable TA Rewards Partner. The Port agrees to verify all conditions for use of any TA Rewards Partner names, logos, or marks with Thanks Again in advance of any use of such names, logos, or marks in program promotion, and to abide by any prohibitions or restrictions imposed by the applicable TA Rewards Partner, or by Thanks Again in its reasonable discretion, to protect the TA Rewards Partner and the Thanks Again Rewards Program. All contacts between The Port and TA Rewards Partners with regard to Sea-Tac Rewards shall be coordinated with Thanks Again in advance.

H. Use of Marks of the Parties.

The Port is authorized to use the Thanks Again name, marks, and copyrighted materials in interactions with the Concessions and Members or potential Members for the sole purpose of promoting and administering the Thanks Again Reward Program at Sea-Tac, but must obtain Thanks Again’s prior written approval for any duplicated or published use of the Thanks Again name, marks and copyrighted materials. Similarly, Thanks Again is authorized to use the Port name (including “Seattle-Tacoma International Airport” and “Sea-Tac”), marks, and copyrighted materials in interactions with Concessions and Members or potential Members of the Thanks Again Rewards Program for the sole purpose of promoting and administering the Thanks Again Reward Program at Sea-Tac, but must obtain the Port’s prior written approval for any duplicated or published use of the Port name, marks, and copyrighted materials. Each Party reserves the right, from time to time, to establish standards for the use of its name, marks, and copyrighted

materials by the other Party. Upon termination of this Agreement, each party shall cease using all promotional items that incorporate the name, marks, and copyrighted materials of the other.

I. Exclusivity.

Thanks Again shall not provide, directly or indirectly, a rewards program, or rewards program administrative support for any parking facility (other than the Port Parking Operations) that provides service to customers who are utilizing the Sea-Tac airport facility. Any parking facility within 10 miles of the Sea-tac airport facility will be presumed to provide service to customers who are utilizing the Sea-Tac airport facility.

**Article II
Program Fees and Member Rewards**

A. Qualified Transactions.

Program fees and Member rewards hereunder are based solely upon purchases of goods or services by a Member at the Port Parking Operation or Sea-Tac Merchant, using a credit or debit card that the Member has registered with the Thanks Again Rewards Program, either via the Program Site or otherwise (“**Qualified Transactions**”). Qualified Transactions shall only include transactions with Sea-Tac Merchants at their Sea-Tac location (or such other location approved by the Port). Qualified Transactions shall include such transactions by all Members of the Thanks Again Rewards Program, whether or not they are identified as Sea-Tac Members.

B. Customer Rewards and Bonus Rewards.

Members shall accrue Member Rewards on Qualified Transactions at a rate of one airline mile per one U.S. dollar spent at either the Port Parking Operation or a Sea-Tac Merchant (the “**Base Rate**”). Members shall also accrue Member Rewards on initial Qualified Transaction and cumulative Qualified Transaction spending at rates that shall be determined by Thanks Again based upon meeting an established minimum spending level during a specified time period, which is currently each 90 days. The current Bonus Member Rewards structure is described in Exhibit A (“**Bonus Member Rewards**”). For purposes of determining a Member’s eligibility for Bonus Member Rewards, spending on Qualified Transactions at the Port Parking Operation and any Sea-Tac Merchant(s) shall be aggregated.

C. Base Program Fee and Payment.

The Port shall pay to Thanks Again a fee, which Thanks Again shall use to fund Member Rewards, cover administrative costs, and retain as profit (the “**Program Fee**”). The Program Fee shall, subject only to adjustment as set forth in Section II.E., be as set forth in the tables below. Thanks Again shall provide a monthly invoice to the Port on the first business day of each month. The Port shall remit payment to cover the invoice in full by the 10th business day of each month.

Port Parking Operation Program Fee

Time Period	Program Fee
February 2012 – April 2012	\$2,000.00 / month
May 2012 – July 2012	\$3,000.00 / month
August 2012 – October 2012	\$4,000.00 / month
November 2012 – January 2015	\$6,000.00 / month

Sea-Tac Merchants Program Fee

Time Period	Program Fee
February 2012 – October 2012 and each month thereafter until the number of Qualified Transactions associated with Sea-Tac Merchants (as opposed to Port Parking Operations) for any month exceeds five thousand (5,000)	\$1,500.00 / month
For each month (if any) after the first calendar month in which the number of Qualified Transactions associated with Sea-Tac Merchants exceeds five thousand (5,000) – January 2015; provided, however, in the event that the monthly number of Qualified Transactions associated with Sea-Tac Merchants exceeds 5,000 on or before October 2012, the increase in the Program Fee shall not occur until November 2012.	\$3,000.00 / month

D. Additional Program Fees.

The Port shall pay to Thanks Again the additional, one-time fees to support the development of multiple internet presences required by Section I.A. and the promotional support required by Section I.E. (and further detailed on Exhibit B). Thanks Again shall provide an invoice to the Port following the completion of these respective services and the Port shall remit payment to Thanks Again with the next monthly payment under Section II.C. (but in no event less than ten days following receipt of Thanks Again's invoice).

Multiple Internet Presences	\$5,000.00
Launch Event Support as detailed on Exhibit B	\$5,720.00

E. Optional Program Fees.

The Port shall have the option of establishing supplemental rewards to be offered at the Port Parking Operation and/or different types of Sea-Tac Merchants and for various types of purchases, including shopping and dining purchases. The Port may offer extra rewards for various special promotions and establish minimum threshold spend requirements for such extra

rewards, all to the extent that the Thanks Again Rewards Program platform, without modification, supports the varying terms (collectively, "Special Rewards"). For all Member Rewards granted pursuant to Special Rewards, Thanks Again shall, subject only to adjustment as set forth in Section II.E., charge the Port an additional \$0.03 per airline mile or equivalent reward provided to Members.

F. Cost of Rewards Adjustments

If one or more TA Rewards Partners increases the cost paid by Thanks Again for the Member Rewards, Thanks Again may provide the Port with notice thereof, and a proposed increase in the Program Fee and charges for Special Rewards to be effective only at the commencement of the second and/or third year(s) of this Agreement (i.e. February 1, 2013 or February 1, 2014). The amount of the increase shall be proportional to the increase in the cost of such rewards and the relative amount of that particular reward to all of the Member Rewards being purchased by Thanks Again. Thanks Again must provide written notice of the proposed increase not less than thirty (30) days in advance of the commencement of the second/third year of the Agreement, and the Port will have the option of either accepting the increase or terminating Thanks Again's role in the Sea-Tac Rewards program. The Port may specifically make different elections as to the Port Parking Operation and Sea-Tac Merchants portion of the Sea-Tac Rewards program. Unless the Port elects to terminate within that thirty-day period (which termination shall be effective at the end of the month following the month in which the notice was received), the increase will go into effect at the start of the second/third year of the Agreement, or at such other time as may be mutually agreed.

G. Reporting Qualified Transactions and Program Fees Accrued.

Thanks Again shall provide the Port with a comprehensive report representing all Qualified Transactions at the the Port Parking Operation and at Sea-Tac Merchants (the "Transaction Report"). Thanks Again will provide the Port with a Transaction Report by the tenth (10th) business day of the month following the month in which the Qualified Transactions occurred.

H. Administrative Expenses.

Unless otherwise specified in this Agreement, each Party shall bear its own administrative expenses associated with the functions it shall perform pursuant to this Agreement.

I. Audit Rights.

The Port shall be entitled through the Term and for three years thereafter to audit the accrual of Special Rewards. The audit will take place during normal business hours at the primary location of Thanks Again's relevant business records. The audit shall be paid for entirely by the Port to the extent no discrepancy is identified in excess of 5% of the sums paid or payable by the Port to Thanks Again. All audit expenses, including travel, shall be payable by Thanks Again in case the audit identifies a discrepancy in excess of 5%. The audit rights do not

create any obligation for The Port to monitor data processing performed by or on behalf of Thanks Again.

Article III Data Processing

A. Transaction Information Access.

In order for data to be processed for this program, the Port Parking Operation and Sea-Tac Merchants must use merchant card processors willing to share transaction data with Thanks Again's Third Party Processor ("TPP") on terms acceptable to Thanks Again and the TPP. By enrolling in the Thanks Again Rewards Program, and agreeing to the Merchant Authorization, the Port and the Sea-Tac Merchants will authorize their respective merchant card processors to provide to Thanks Again's TPPs all customer credit and debit card transactions. The Port hereby acknowledges that while credit card processors generally agree to provide such information, processors could decline to do so, in which case, unless the information systems used by the Port Parking Operation and Sea-Tac Merchants support alternate sourcing of the data, Thanks Again could be precluded from continuing to provide the program operations. Thanks Again may analyze and use transaction data for operational purposes including computing the various reward amounts and associated administrative charges, as well as analyzing the performance of the Thanks Again Rewards Program. Thanks Again represents and warrants that the TPPs it will use to process transaction data are, and will at all time remain, certified under the PCI and CISP standards, and are governed by the same privacy rules and regulations as bankcard processors. These requirements include mandated security audits to ensure that all transaction data is protected and secure. Thanks Again shall not receive or transmit any data that includes complete credit card numbers, expiration dates, or security code information.

B. Delivery of Member Information.

On a monthly basis and upon request, Thanks Again will provide the Port with a .csv file (or Excel formatted spreadsheet) of all Sea-Tac Member profile information, but not including member credit card, debit card, or bank account information, for all Sea-Tac Members that have had at least one Qualified Transaction at the Port Parking Operation or any Sea-Tac Merchant.

C. Restrictions on Use and Protection of Member Information.

The Parties may utilize the Sea-Tac Member information in a manner that is consistent with the Member registration disclosure and options for use of such information. Thanks Again and the Port shall both fully comply with all state and federal law, rules and restrictions of Visa, MasterCard, American Express, Discover, the relevant payment card processors, and Golden Retriever Systems, a wholly owned subsidiary of Total System Services, Inc., as such laws and rules apply to security of customer information, privacy and solicitations (collectively, "**Security and Privacy Requirements**"). Neither the Port nor Thanks Again will enable any person or entity to which they have provided Sea-Tac Merchant or Sea-Tac Member data to breach the Security and Privacy Requirements and each shall individually take all commercially reasonable steps necessary to prevent, stop, and rectify any violations of the Security and Privacy

Requirements by persons or entities to which they have provided Sea-Tac Merchant or Sea-Tac Member data.

Article IV Confidentiality

Thanks Again acknowledges that the Port may be subject to an open records act or other legal limitations on confidentiality. To the extent permitted by law, each Party hereby agrees that it and its officers, agents and employees will maintain confidential information disclosed to it by the other Party and its employees and agents, including, without limitation, all information regarding its business and business operations, program performance, business plans, strategy, technology, product information, and all other information designated by such Party as confidential (collectively the "**Confidential Information**"), completely confidential and shall not use such Confidential Information for any purpose other than to fulfill its obligations under this Agreement or as otherwise contemplated by this Agreement and shall not disclose such Confidential Information to any third party at any time without the prior written consent of the disclosing Party. Notwithstanding the foregoing, "Confidential Information" will not include information that:

- (a) at the time of its disclosure, is published or generally known to the public;
- (b) following disclosure, is published or becomes generally known to the public through no fault of the receiving Party;
- (c) is disclosed by the receiving Party as required by applicable law;
- (d) is rightfully obtained by the receiving Party from a third party(s) who had no obligation to protect the information, and otherwise violated no legal obligation in disclosing the information; or
- (e) is independently developed by the receiving Party, as evidenced by written records.

Article V Indemnification

A. Insurance

Prior to commencement of services under this Agreement, Thanks Again shall procure and maintain insurance coverage to be kept in force for the life of this Agreement. Thanks Again shall submit to the Port a Certificate of Insurance and an Additional Insured endorsement which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without the insurer's written notification to the Port, delivered by mail, not less than thirty (30) days prior to any such lapse or termination. Thanks Again shall provide evidence of insurance on each insurance renewal date, throughout the duration of the Agreement.

Thanks Again shall procure commercial general liability insurance on ISO Form CG 00 01 10 01 (or equivalent) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Thanks Again insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. Port shall be named as an additional using ISO Form CG 20 26 or an equivalent endorsement approved by the Port.

B. Thanks Again's Indemnification Commitment

Thanks Again agrees to indemnify, defend and hold harmless the Port, the Port of Seattle Port Commission, and their trustees, members, directors, officers, employees and agents (each a "Port Indemnitee" and collectively the "The Port Indemnitees") from and against any and all claims incurred by or asserted against any Port Indemnitee of whatever kind or nature, arising from, in connection with, or occurring as a result of the breach of any warranty, covenant, obligation, agreement or any misrepresentation by Thanks Again under this Agreement, or arising out of any negligence or willful misconduct of Thanks Again or its employees in connection with this Agreement. The foregoing shall be in addition to any rights that any Port Indemnitee may have at common law or otherwise.

C. Limitation of Liability

In no event shall any Party to this Agreement be liable to any other Party for any incidental, special, punitive or consequential damages, any lost profits or lost data, or any other indirect damages, whether arising in contract, tort (including negligence) or otherwise, even if a party has been advised of, or otherwise has knowledge of, the possibility of such damages. In addition, each Party agrees that any other Party's liability under this agreement, and regardless of the form of action – whether arising in contract, tort (including negligence) or otherwise – shall be limited to \$100,000. These limits shall not, however, apply to any Party for: (i) any claims of infringement of any patent, copyright, trademark or other proprietary right, (ii) liability for bodily injury (including death), (iii) damage to tangible property, (iv) theft, or (v) gross negligence or willful misconduct.

Article VI
Term & Termination

The term of this Agreement shall be from February 1, 2012 through January 31, 2015, subject to the right of either Party to terminate its participation at any time without cause upon ninety (90) days' prior written notice to the other Party. The ability to terminate without cause shall apply to the Port Parking Operation and Sea-Tac Merchants portion of the Sea-Tac Rewards program separately, and either party may terminate as to either or both of those portions of the Sea-Tac Rewards program as provided in this Section.

Without affecting the ability to terminate without cause, either Party may terminate this Agreement, again as to either or both of the Port Parking Operation and Sea-Tac Merchants portion of the Sea-Tac Rewards program, upon written notice to the other Party for any of the following reasons:

- A. If the other Party admits its inability to pay its debts as they become due.
- B. Proceedings under any bankruptcy or insolvency laws shall have been instituted against the other Party or a receiver shall have been appointed for such party for any of its assets or properties and such proceedings or appointment is not vacated or stayed within 30 days.
- C. If the other Party ceases doing business or assigns or attempts to assign this Agreement to other than a successor affiliate entity.
- D. If the other Party breaches any material provision in this Agreement and fails to cure such breach within 30 days of written notice from the non-breaching Party.
- E. In the event that either Party terminates this Agreement because of a material breach, the non-breaching Party shall be entitled to such damages as may be available at law or in equity.

From and after termination or expiration of this Agreement, The Port will not be relieved of its responsibility to pay to Thanks Again all accrued Program Fees or charges for Special Rewards, and Thanks Again will not be relieved of its obligation to fund all Member Rewards for accrued rewards for which the Port has paid Program Fees.

Article VII
Notice

All notices required hereunder shall be in writing and delivered in person or by certified or registered mail, return receipt requested, postage prepaid, or by overnight courier, or by facsimile with confirmed transmittal report. Such notices shall be addressed as follows:

To Thanks Again: Thanks Again, LLC
 1015 Tyrone Road, Suite 820
 Tyrone, Georgia 30290

Attention: Chief Operating Officer
Facsimile: 770-969-3611

To The Port: Seattle-Tacoma International Airport
P.O. Box 68727
Seattle, WA 98168
Attention: Jeffrey Cushman
Facsimile: 206-787-4985

All notices shall be deemed given in writing when delivered in person or faxed with confirmed transmittal report, or upon the earlier of actual receipt or the third business day after depositing said notice with an overnight courier or in the United States mail with proper postage affixed thereto. Any Party may, from time to time, designate alternate people or addresses to which subsequent notices shall be sent by sending a notice of such designation in accordance with this Section.

Article VIII Miscellaneous

A. Relationship of the Parties

In making and performing this Agreement, the Parties are acting, and intend to be treated, as independent entities and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between the Parties.

B. Choice of Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In case of any dispute, controversy or claim arising out of or relating to this Agreement, such dispute shall be submitted for mediation in Washington prior to initiation of litigation. Either Party to the dispute may give written notice to the other Party of its desire to mediate in which event a mediation session must be scheduled within 30 days after the date that such notice is given and commenced within 45 days. The Parties must jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of mediation, which costs shall not include costs incurred by a Party for counsel.

C. Assignment.

This Agreement shall be binding upon The Port and Thanks Again and each Party's successors and assigns.

D. Modification/Amendment.

This Agreement represents the entire agreement of the Parties and shall supersede any and all previous contracts, arrangements or understandings between the Parties, whether oral or

written. This Agreement may only be amended by a written instrument referencing this Agreement, and any such amendment(s) must be signed by an authorized representative of Thanks Again and The Port.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the dates set forth below.

THANKS AGAIN, LLC

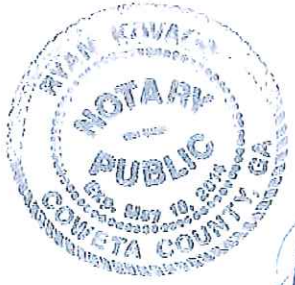
By: [Signature]
Chief Executive Officer

Date: 1/18/12

PORT OF SEATTLE

By: [Signature]
Chief Executive Officer

Date: 1/25/12



[Signature]
1/18/2012



[Signature]
1-25-12

EXHIBIT A

Earn Up To 5 Miles per Dollar Spent!*

Already earn rewards with your airline reward card, bank affinity card, or other reward card? Earn even more miles when you join Thanks Again.

- Earn 500 bonus miles when you spend \$250 or more (2 miles per dollar spent)
- Earn 1,500 bonus miles when you spend \$500 or more (3 miles per dollar spent)
- Earn 4,000 bonus miles when you spend \$1,000 or more (4 miles per dollar spent)
- Earn 5,000 bonus miles when you spend \$5,000 or more (5 miles per dollar spent)

*Bonuses are based on each member's qualifying spending at participating Thanks Again businesses over successive 90 day periods, beginning with the date of enrollment. Members may qualify only once for each bonus level every 90 days. The maximum total bonus amount is 25,000 miles over each 90 day period. Subject to change.

EXHIBIT B

- Thanks Again Promotional Services -

Six (6) representatives from Thanks Again will arrive at Scatac Airport on Monday, February 13, 2012 and be present from approximately 7am until 4pm each day for total of five (5) consecutive days. The team will generally split into groups to man three (3) tables at various locations agreed to by the Port. The Thanks Again representatives will be responsible for making passengers aware of the new SeaTac loyalty program, called Thanks Again, and signing interested passengers up for the program. The Port will provide the laptops and or iPads for the enrollments. The Port will also be responsible for providing the tables and all promotional materials, decorations and signage used on or around the tables.

The Thanks Again team will engage (without harassing) passengers that are interested in what the program is all about and how it works. All passengers will be responsible for enrolling their own information, with assistance of a Thanks Again member. Each member that enrolls on the spot will receive a gift/award (e.g. \$5 Starbucks Gift Card or similar) that will be provided by the Port of Seattle.

There will be a team member at all times throughout the day at the three tables, even during lunches and breaks. Thanks Again will be responsible for the scheduling of the breaks and lunches between the 6 members.

At the end of each day during this week, Thanks Again will send a report out to the Port of Seattle on how the day went and the number of enrollments and any other observations that are deemed significant.

The cost for these services breaks down as follows:

- \$500 per Employee (Average) for Round-Trip Airfare/Travel for 4 employees (2 employees will be "local") = \$2,000
- \$100 per Night per Employee for Lodging = \$100 X 4 Rooms X 3 Nights = \$1,200
- \$35 per Diem per Employee (Food and Miscellaneous Expenses) = \$35 X 6 Employees X 4 Days = \$840
- \$35 per Hour for 6 Employees for 8 Hours per Day (the Employees will work up to 10 hours per day for the 8 hour cost) = \$1,680
- Thanks Again will provide the fifth day of services without cost to the Port

Total Cost: \$5,720.00