

SIXTH AMENDMENT
TO
LEASE AGREEMENT

THIS SIXTH AMENDMENT to Lease Agreement is entered into the ___ day of _____, 2016, by and between the PORT OF SEATTLE, a Washington municipal corporation, (the "Port") and GATEGOURMET, INC., a Delaware corporation, ("Lessee").

W I T N E S S E T H :

WHEREAS, the Port and United Air Lines, Inc. entered into a certain Lease dated August 8, 1989, as amended, (herein the Lease) covering Lessee's occupancy of certain described Premises at the Seattle-Tacoma International Airport for construction, operation and maintenance of a flight kitchen facility; and

WHEREAS, the Lease was assigned to Lessee by Conditional Consent to Assignment dated May 24, 1993; and

WHEREAS, audits of Lessee's gross sales, as authorized under Paragraph 3 (f) of the Lease, have identified ambiguity with respect to the gross sales definition contained in Paragraph 3 (e), which the parties wish to clarify; and

WHEREAS, Lessee desires to expand the Premises under the Lease to construct and operate additional catering truck parking; and

WHEREAS, the Port is agreeable to the expansion of the Premises, under revised conditions as described below.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. Effective July 18, 2016, Paragraph 1 (a) is revised to read as follows:

The Port hereby leases to Lessee and Lessee hereby leases from the Port, that certain real property legally described on Exhibit A-3, attached hereto and incorporated herein by this reference (the "Premises") The Premises are located at Seattle-Tacoma International Airport, King County, State of Washington ("the Airport"). The exact location of the Premises is shown on Exhibit A-4, attached hereto and incorporated herein by this reference. The area of the additional lease Premises added by this Sixth Amendment may be adjusted based on a final measurement following completion of improvements (which final measurement may be reflected by updated Exhibits A-3 and A-4) and the economic terms of this lease that vary depending on the area of the Premises shall be adjusted accordingly.

2. Consistent with and effective upon the increase in the area of the Premises as provided in Paragraph 1 of this Sixth Amendment, Lessee agrees to pay as monthly

rental for the Premises under Paragraph 3(a) of the Lease the sum of FIFTEEN THOUSAND ONE HUNDRED FORTY-THREE DOLLARS AND EIGHTYCENTS (\$15,143.80), computed as follows:

$156,660 \text{ s.f.} @ \$1.16/\text{s.f./yr.} = \$181,725.60/\text{yr.} \div 12 = \$15,143.80/\text{mo.}$

3. Paragraph 3 (e) of the Lease is hereby replaced with the following:

(e) In consideration of the concession rights and privileges granted in subparagraph 1 (f) of the Lease, Lessee shall pay to the Port during the full term or terms of this Lease, in addition to rental to be paid pursuant to subparagraph 3 (a) of the Lease, an amount equal to seven percent (7%) of "gross sales" (as that term is herein defined) to airlines. In further consideration of the Lessee's additional use of the Premises, subject to the limitations set forth in Paragraph 5 (a) of the Lease, Lessee shall pay to the Port an amount equal to three and one-half percent (3 ½ %) of gross sales to non-airline parties, including "gross sales" made by any licensee or other party authorized to make sales in connection with the business operated by Lessee. Said amount shall be paid monthly within fifteen (15) days following the end of each calendar month. The term "gross sales" as used herein means the total selling price, fee or charge, whether for cash, credit or otherwise, of all prepared meals, food or other products, and of all related food catering services or other services, and all other receipts whatsoever, resulting from or attributable to Lessee's operations on the leased Premises, regardless of delivery point of place of payment, without offset or deduction of any kind except (i) returns and refunds because of unacceptable or unsatisfactory goods or services to the extent such refund was actually granted and adjustment actually made; (ii) the amount of any sales tax or other excise tax imposed on the purchaser and collected by Lessee as agent for their taxing body; (iii) meals or services furnished to employees of Lessee; (iv) any "Quick Pay Discount" as provided within Lessee's customer contracts (including the cost of any food rebate to the customer); and (v) any volume discounts. Sales shall be deemed to have occurred during the month in which the goods were delivered or the services furnished. In determining concession fees payable by Lessee hereunder, it is expressly agreed that gross sales resulting from or attributable to any facilities maintained and operated by Lessee not in the immediate vicinity of the Airport, shall not be included in determining concession fees hereunder unless such sales are pursuant to the concession right granted in subparagraph 1 (f) of the Lease. All concession fees payable hereunder shall be subject to adjustment every five (5) years beginning January 1, 1995, during the Lease term, in accordance with paragraph 3 (d) of the Lease. If both the Port and Lessee shall agree, adjustments to concession fees may be negotiated between them at the same time as rental negotiations are held pursuant to paragraph 3 (d) of the Lease, but the effective dates of any such adjustments shall not be affected thereby.

4. The following sentence is added at the end of Paragraph 5 (a):

Lessee shall not use any portion of the Premises for vehicle maintenance or refueling.

5. Subject to the Port’s final consent and otherwise in compliance with all legal requirements and Port standards (specifically including those set forth at <http://www.portseattle.org/Business/Construction-Projects/Airport-Tenants/Pages/Reference-Documents.aspx>), Lessee may undertake those improvements – as generally identified in sheets G002, G003 and A701 of the plan set bearing Port of Seattle No. STIA-T1611 dated 4/4/2016 and 5/31/2016 and prepared by MCA Architects – necessary to prepare the additional Premises added under this Sixth Amendment for Lessee’s use. To the extent that Lessee is required, as part of those improvements, to undertake any work outside the boundary of the Premises, all such work shall specifically be subject to all of the requirements of the Lease, including (without limitation) indemnification and liability insurance.

6. With respect to the Port’s obligations under Paragraph 22, in the event that the Lease is terminated prior to December 31, 2021 for any of the reasons enumerated under Paragraph 22 (a), the costs Lessee incurs for expanding the Premises under this Sixth Amendment (but not any interior improvements otherwise included within the plan set bearing Port of Seattle No. STIA-T1611 dated 4/4/2016 and 5/31/2016 and prepared by MCA Architects) shall be equal to the current, estimated cost of those exterior improvements of \$119,000.00, and this amount shall be amortized on a straight line basis from the first day of the first full month following completion of the improvements through December 31, 2021. If the Lease is terminated in accordance with Paragraph 22 (a) of this Lease after December 31, 2021, the Port shall (notwithstanding anything to contrary in Paragraph 22(a) of the Lease) have no obligation to reimburse Lessee for any unamortized costs associated with expanding the Premises under this Sixth Amendment.

7. The amount of lease bond or other security furnished by Lessee pursuant to the Lease shall be increased proportionately to reflect the increase in rental. Lessee shall provide the Port written evidence in a form satisfactory of the consent of security to provide such increase.

8. 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 Sixth Amendment to Lease Agreement as of the date first above written.

PORT OF SEATTLE
a municipal corporation

GATEGOURMET, INC
a Delaware corporation

By _____
Its _____

By _____
Its _____

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: _____