

## **THIRD AMENDMENT TO LEASE AND CONCESSION AGREEMENT**

THIS THIRD AMENDMENT TO LEASE AND CONCESSION AGREEMENT (hereinafter referred to as the “Third Amendment”) is made as of this \_\_\_\_ day of September 2009, by and between the PORT OF SEATTLE, a Washington municipal corporation as Lessor, (hereinafter referred to as “the Port”), and CONCESSIONS INTERNATIONAL, LLC, a Georgia limited liability company, (hereinafter referred to as “Lessee”).

WHEREAS, the Port and Lessee entered into that certain Lease and Concession Agreement dated November 19, 2003 for operation of certain retail concessions at the Airport, which lease agreement was subsequently amended on March 30, 2009 and July 29, 2009 (as amended, “the Lease”); and

WHEREAS, the Port and Lessee have further agreed to amend the Lease to cap the mid-term investment required under the terms of the Lease;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto do hereby mutually agree as follows:

1. Cap on Mid-Term Reinvestment. Section 13.2 of the Lease is hereby deleted in its entirety and replaced with the following:

13.2 Lessee further agrees to upgrade and refurbish each discrete unit of the Premises on or before the date set forth on Exhibit A hereto in a manner acceptable to the Port in order to maintain an attractive and inviting appearance to customers. Provided, however, Lessee shall not – under any circumstances – be required to invest more than one hundred dollars (\$100.00) per square foot, per unit for the upgrade and refurbishment of the Premises. This per-square-foot cap on the amount of the mid-term reinvestment shall specifically be applied on a concession unit-by-unit basis (and not on the entire Premises), with the maximum investment for any particular unit capped at \$100/sf multiplied by the size (measured in square feet) of the particular unit. Lessee shall submit to the Port a schedule of refurbishment (in conformance with Article 19) before starting any work, which shall include painting and repair attributable to ordinary wear and tear, and replacement of furniture, trade fixtures and equipment.

2. Pass Through of Cap on Mid-Term Reinvestment. Consistent with Section 1 of this Third Amendment, Lessee specifically agrees that it shall not require any of its subtenants – notwithstanding the current language in any sublease agreement –

to spend more than one hundred dollars (\$100.00) per square foot, per unit on the mid-term upgrade of any subleased unit.

3. Exhibits. Exhibit A is attached to this Third Amendment after the signatures and is expressly incorporated herein.

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

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the day and year first above written.

CONCESSIONS INTERNATIONAL, LLC  
A Georgia limited liability company

PORT OF SEATTLE  
A Washington municipal corporation

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

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

(ACKNOWLEDGMENT FOR LESSEE)

STATE OF \_\_\_\_\_ )
) ss.
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of September 2009, before me, personally appeared
\_\_\_\_\_ to me known to be the
\_\_\_\_\_ of CONCESSIONS INTERNATIONAL, LLC, a
Georgia limited liability company, the corporation that executed the 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
he/she was duly authorized to execute the same.

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: \_\_\_\_\_

(ACKNOWLEDGMENT FOR THE PORT)

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this \_\_\_\_\_ day of September 2009, before me, personally appeared
\_\_\_\_\_ to me known to be the
\_\_\_\_\_ of the PORT OF SEATTLE, a municipal
corporation, the corporation that executed the 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 he/she was duly authorized to
execute the same.

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: \_\_\_\_\_

EXHIBIT A

Refurbishment Schedule

	<b>Opening Date</b>	<b>Renovation Date (on or before the date noted)</b>
<b>CONCOURSE "D"</b>		
Seattle's Best Coffee	March 15, 2005	March 15, 2011
Burger King	January 8, 2009	January 8, 2015
<b>North Satellite</b>		
Bigfoot	June 11, 2008	June 11, 2014
<b>South Satellite</b>		
KOBO	December 14, 2007	December 14, 2013
Burger King	March 16, 2008	March 16, 2014
Seattle's Best Coffee	December 12, 2007	December 12, 2013
<b>South Esplanade</b>		
Seattle's Best Coffee	December 18, 2005	December 18, 2011

Notwithstanding anything to the contrary in the above schedule, in the event that any particular unit is an Affected Unit, as that term is defined in the Second Amendment to Lease and Concession Agreement dated July 29, 2009 ("the Second Amendment"), the applicable deadline for such Affected Unit shall automatically be extended until a date one hundred eighty (180) days following the particular Relief Termination Date, as that term is defined in the Second Amendment, for such Affected Unit.