

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 HOST INTERNATIONAL, INC., a Delaware corporation, (hereinafter referred to as “Lessee”).

WHEREAS, the Port and Lessee entered into that certain Lease and Concession Agreement dated July 14, 2003 for operation of certain retail concessions at the Airport, which lease agreement was subsequently amended on December 22, 2005 and July 29, 2009 (as amended, “the Lease”); and

WHEREAS, the Port and Lessee have agreed to further 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. Unless otherwise agreed by the Port in consideration of Lessee’s on-going program of refurbishment, Lessee shall invest not less than fifteen percent (15%) of the amount spent for the initial build-out or refurbishment for those portions of the Premises located in Concourse A and the Central Terminal and Units CC-4, CB-2, CB-4, CB-8 and NS-4 (Starbucks portion only) and twenty-five percent (25%) of the amount spent on the initial buildout or refurbishment for those portions of the Premises located in the Other Concourses other than Units CC-4, CB-2, CB-4, CB-8 and NS-4 (Starbucks portion only) on such mid-term upgrade and refurbishment. 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.

HOST INTERNATIONAL, INC.
A Delaware corporation
By: _____
Its: _____

PORT OF SEATTLE
A Washington municipal corporation
By: _____
Its: _____

(ACKNOWLEDGMENT FOR LESSEE)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of *Insert Date*, before me, personally appeared _____ to me known to be the _____ of HOST INTERNATIONAL, INC., a Delaware 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: _____

(ACKNOWLEDGMENT FOR THE PORT)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of *Insert here*, 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

	Opening Date	Renovation Date (on or before the date noted)
CONCOURSE "A"		
Starbucks Coffee	June 15, 2004	June 15, 2010
Manchu Wok	June 15, 2004	June 15, 2010
Great American Bagel	June 15, 2004	June 15, 2010
La Pisa Café	June 15, 2004	June 15, 2010
Tully's Coffee	June 15, 2004	June 15, 2010
Africa Lounge	June 15, 2004	June 15, 2010
The Grove	June 15, 2204	June 15, 2010
CONCOURSE "B"		
Starbucks Coffee (plus old Pizza Hut)	July 20, 2006	July 20, 2012
Sbarro	March 22, 2005	March 22, 2011
Old Seattle Deli	NA	NA
Casa del Agave	June 26, 2004	June 26, 2010
Starbucks Coffee	December 19, 2003	December 19, 2010
CONCOURSE "C"		
Starbucks	May 31, 2006	May 31, 2012
Freshens	October 17, 2006	October 17, 2012
CONCOURSE "D"		
Sports Page Pub	May 28, 2004	May 28, 2010
Great American Bagel Bakery	June 30, 2006	June 30, 2012
North Satellite		
Starbucks	July 31, 2006	July 31, 2012
Burger King	May 17, 2007	May 17, 2013
Great American Bagel Bakery	May 27, 2006	May 27, 2012
Edge Sports Bar	NA	January 1, 2011
South Satellite		
Cascade Bar	NA	January 1, 2011
North Esplanade		
Starbucks	October 12, 2006	October 12, 2012
South Esplanade		
Dish D'lish	March 4, 2006	March 4, 2012
Pilot House	August 30, 2006	August 30, 2012
Central Terminal		
Alaska Ale House	April 3, 2006	April 3, 2012
Starbucks	May 2, 2005	May 2, 2011
Baggage Claim		
Diva Coffee House	January 1, 2005	January 1, 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.