

**FIRST AMENDMENT TO  
LEASE AND CONCESSION AGREEMENT  
FOR DUTY FREE CONCESSIONS**

THIS FIRST AMENDMENT TO LEASE AND CONCESSION AGREEMENT (hereinafter referred to as "Amendment") is made as of this \_\_\_\_ day of July, 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").

**W I T N E S S E T H**

WHEREAS, the parties executed a Lease and Concession Agreement dated July 14, 2003 ("the Lease") granting Lessee the right to operate a duty free concession at the Airport; and

WHEREAS, the parties now wish to extend the term of the Lease for one year and make other revisions to the rent structure during that additional year;

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

1. Definitions. All capitalized terms that are not expressly defined in this Amendment shall have the same meaning set forth in the Lease.
2. Revised Term. The term of the Lease is, unless earlier terminated pursuant to any provision of this Lease, hereby extended until December 31, 2010.
3. Revised Rent. The Rent set forth in the Lease is hereby revised as follows:
  - 3.1 Minimum Annual Guarantee. Notwithstanding anything to the contrary in Section 4.1.2 of the Lease, for the sixth (6<sup>th</sup>) Agreement Year (i.e. January 1, 2010 – December 31, 2010), the Minimum Annual Guarantee shall be an amount equal to eighty percent (80%) of the total amount (whether by Minimum Annual Guarantee or Percentage Fees) paid by Lessee to the Port for the previous Agreement Year.

3.2 Percentage Fees. Notwithstanding anything to the contract in Section 4.2 of the Lease, for the sixth (6<sup>th</sup>) Agreement Year (i.e. January 1, 2010 – December 31, 2010), the schedule for the Percentage Fees shall be as follows:

<u>Concession Category</u>	<u>Percentage of Gross Receipts</u>
A. Duty Free and Tax Paid	
1. For Gross Receipts less than or equal to Lessee's annual Gross Receipts from Duty Free and Tax Paid for the 5 <sup>th</sup> Agreement Year (i.e. January 1, 2009 – December 31, 2009) .....	18%
2. For Gross Receipts more than Lessee's annual Gross Receipts from Duty Free and Tax Paid for the 5 <sup>th</sup> Agreement Year (i.e. January 1, 2009 – December 31, 2009) .....	20%
B. Advertising and All Others.....	15%

4. Delete Paragraph 46. Paragraph 46 of the Lease (entitled "Labor Harmony") is hereby deleted in its entirety.

5. No Other Changes. Except as expressly amended in this Amendment, all other provisions of the Lease 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

PORT OF SEATTLE  
A municipal corporation

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

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

**(ACKNOWLEDGMENT FOR LESSEE)**

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

On this \_\_\_\_\_ day of July, 2009, 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 July, 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: \_\_\_\_\_