

**FIRST AMENDMENT TO LEASE AND CONCESSION AGREEMENT  
for  
Luggage Carts and Lockers**

THIS FIRST AMENDMENT TO LEASE AND CONCESSION AGREEMENT (the "Amendment") is made as of this \_\_\_\_ day of November 2009, by and between the PORT OF SEATTLE (the "Port"), a Washington municipal corporation, and SMARTE CARTE, INC. (the "Lessee"), a Minnesota corporation.

WHEREAS, the Port of Seattle and Smarte Carte, Inc. are parties to that certain Lease and Concession Agreement for Luggage Carts and Lockers dated September 21, 2004 (the "Agreement"); and

WHEREAS, the parties wish to extend the term of the Agreement and, for the extension term, make certain other revisions to the Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Definitions. Capitalized terms that are undefined in this Amendment shall have the same meaning specified in the Agreement.

2. Revised Definition of Gross Receipts from Carts. Section 1.7.1. of the Agreement pertaining to Gross Receipts from Carts is hereby deleted and replaced with the following:

1.7.1 Gross Receipts from Carts, Charging Stations, and Massage Chairs. "Gross Receipts from Carts, Charging Stations, and Massage Chairs" shall mean and refer to all Gross Receipts pertaining to the operation and maintenance of luggage carts, charging stations, and massage chairs, excepting Gross Receipts from Advertising. Any amount of Gross Receipts not falling within either of the other two categories shall be treated as Gross Receipts from Carts, Charging Stations, and Massage Chairs.

3. Premises.

3.1 Revised Definition of Premises. Section 1.14 of the Agreement pertaining to the definition of the term "Premises" is hereby deleted and replaced with the following:

1.14 "Premises" shall mean the spaces with the Passenger Terminals, parking garage and other locations in the Airport listed and described on Exhibit B-1 to this Amendment (the initial "Premises Notice"). Notwithstanding the foregoing, the Port shall have the right, at its sole discretion, to freely revise the Premises during the course of this Agreement on (unless an emergency exists) not less than thirty (30) days written notice to Lessee. The Port and Lessee agree that the Premises Notice may be revised by the parties from time

to time during the term to reflect the addition, deletion or relocation of the Premises under this Agreement, and any revised Premises Notice shall automatically be incorporated into this Agreement and update and replace Exhibit B-1 and the last issued Premises Notice without the necessity of a formal amendment to the Agreement.

3.2 Revised Exhibit B. Exhibit B to the Agreement is hereby deleted and replaced with Exhibit B-1 attached hereto.

4. Extension of the Term. The Term of this Agreement is hereby extended for a period of five (5) years. Unless sooner revoked, terminated or held over to a later date under any other term or provision of the Agreement or this Amendment, the extension term shall commence on February 1, 2010 and terminate on January 31, 2014 (the "Extension Term").

5. Rent/Concession Fees.

5.1 Minimum Annual Guarantee. Notwithstanding anything to the contrary in Section 4.1 of the Agreement, the Minimum Annual Guarantee for the Extension Term shall be as follows:

5.1.1 First Agreement Year for the Extension Term. For the first year of the Extension Term, the Minimum Annual Guarantee shall be Three Hundred Sixteen Thousand, Eight Hundred and Twenty-Seven Dollars and No Cents (\$316,827.00).

5.1.2 Second and Subsequent Agreement Years. For the second and each subsequent Agreement Year of the Extension Term, 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; provided, however, the Minimum Annual Guarantee shall not (subject only to relief in the event of exceptional circumstances set forth in Section 4.1.3 of the Agreement) be less than the Minimum Annual Guarantee for the First Agreement Year of the Extension Term (as set forth in Section 5.1.1 of this Amendment).

5.2 Percentage Fees. Notwithstanding anything to the contrary in Section 4.2 of the Agreement, the schedule of Percentage Fees for the Extension Term shall be as follows:

<u>Concession Category</u>	<u>Percentage of Gross Receipts</u>
Gross Receipts from Carts, Charging Stations, and Massage Chairs	22%
Gross Receipts from Lockers	15%
Gross Receipts from Advertising	40%

Gross Receipts from Advertising

40%

6. Annual Reconciliation. For any Gross Receipts earned and reported during the Extension Term (but not any earlier period), Section 4.4 of the Agreement is hereby deleted in its entirety. Lessee shall, for the Extension Term, specifically be entitled to an annual reconciliation of the Minimum Annual Guarantee vis-à-vis the Percentage Fee.

7. Use of Premises. Section 11.1 of the Agreement is hereby deleted and replaced with the following:

11.1 Lessee shall use the Premises for the operation of luggage carts, charging stations, massage chairs, and lockers concession as specifically set forth in this Agreement.

8. Revised Rental Rates and Charges. For the Extension Term, Exhibit D is hereby deleted and replaced with the revised Exhibit D-1 attached hereto.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PORT OF SEATTLE

SMARTE CARTE, INC.

By: \_\_\_\_\_  
Its: Director, Business Development

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

ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009 before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the PORT OF SEATTLE, the municipal corporation that executed the within and 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 s/he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
Notary Public, in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of SMARTE CARTE, INC., the corporation that executed the within and foregoing instrument as Lessee, 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 s/he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
Notary Public, in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_